



Peak Prep Pleasant Valley
Board Meeting Agenda—**Regular Board Meeting**
Thursday, April 3rd 2025
4:00pm

Peak Prep Pleasant Valley
Local Control & Accountability Plan
Public Hearing

Meeting Location:

PVSD
600 Temple Ave
Camarillo, CA 93010
Peak Learning Center-Rm 24

Remote Meeting Access via Zoom:

Topic: April Board Meeting & Public Hearing
Time: Apr 3, 2025 04:00 PM Pacific Time (US and Canada)

Join Zoom Meeting
*[https://peak-prep-
org.zoom.us/j/81498369625?pwd=5IYjBsS9JorxWCzWLlVOebfuxtw2Vh.1](https://peak-prep-org.zoom.us/j/81498369625?pwd=5IYjBsS9JorxWCzWLlVOebfuxtw2Vh.1)*

Meeting ID: 814 9836 9625

Passcode: 710832

One tap mobile

*+19292056099,,81498369625#,,,,*710832# US (New York)*
*+13017158592,,81498369625#,,,,*710832# US (Washington DC)*

Dial by your location

- *+1 929 205 6099 US (New York)*
- *+1 301 715 8592 US (Washington DC)*
 - *+1 305 224 1968 US*
 - *+1 309 205 3325 US*
- *+1 312 626 6799 US (Chicago)*

- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
 - +1 360 209 5623 US
 - +1 386 347 5053 US
 - +1 507 473 4847 US
 - +1 564 217 2000 US
 - +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)

Meeting ID: 814 9836 9625
Passcode: 710832

Find your local number: <https://peak-prep-org.zoom.us/j/komD4Ko0z>

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in an open session will be made available for the public at www.peak-prep.org or 600 Temple Ave, Camarillo, CA 93010

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contact Superintendent, Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact the Executive Director's Office: Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org.

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

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I. PRELIMINARY MATTERS

A. Call to Order:

Meeting was called to order by Board Director at: ____ pm _____

B. Roll Call

Board Member	Present	Absent
Patty Lerner		
Bob Rust		
Carol Bjordahl		

C.. Motion to adopt the agenda was moved by __ _ _____

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						

Bob Rust						
Carol Bjordahl						

II. PUBLIC COMMENT

The public may comment on any item that is on the agenda or any other item that is in the Board’s jurisdiction through written comments submitted before the meeting or live at the meeting. No presentation shall be more than two (2) minutes.

Individuals desiring to address the Board are requested to email Dr. Bishop (Shalen.Bishop@peak-prep.org) prior to the start of the meeting, or otherwise by lining up at the designated spot for public comment designated by the Board at the time public comment is opened. Board members are prohibited from responding to or commenting on matters raised by the public that are not on the agenda. (Gov. Code § 54954.2(a))

Public comments may also be presented live through our Zoom Meeting link to the meeting:

<https://peak-prep-org.zoom.us/j/81498369625?pwd=5IYjBsS9JorxWCzWLlVOebfuxtW2Vh.1>

(Same Zoom Meeting above, For Phone access see agenda information above)

Members of the public wishing to comment via Zoom shall use the “raise hand” function and will be called on to present.

III. Public Hearing—Local Control and Accountability Plan (LCAP)

A. The board will conduct a public hearing to allow members of the public to make comments on the Local Control and Accountability Plan (LCAP) and local indicators.

The LCAP is a multi-year plan that describes the goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. The LCAP provides an opportunity for local educational agencies (LEAs) to share their stories of how, what, and why programs and services are selected to meet their local needs (CDE, 2021).

IV. Information, Discussion, and Action items

A) Approval of Consent Agenda. *Agenda items presented in this section compose the Consent Agenda and are routine of nature. Unless an item is moved to the Action section at the request of a board member, they will be approved by the board as a group as the first action on the agenda. Each item approved shall be deemed to have been read in full and adopted as recommended.*

1. Approval of Financial Statement. *The Director of Finance recommends that the Board of Directors approve the revenue and expenditures as listed on Feb 1st, 2025 through Feb 28th, 2025, Financial Statements.*

2. Approval of Board Report of Commercial Checks

The Director of Finance recommends that the Board of Directors approve the commercial payments as listed on Feb 1st, 2025 through Feb 28th, 2025 Board Report of Checks.

3. Approval of Board Report of Purchase Orders

The Director of Finance recommends that the Board of Directors approve the purchase orders as listed Feb 1st, 2025 through Feb 28th, 2025 Board Reports.

4. Approve Minutes from 5/13/2025 Board Meeting

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						

B) Executive Director Report (No Action, just reporting out different aspects of the school program)

- a. Highlights
- b. Programs/Academic Resources updates, if any.
- c. Upcoming Compliance Dates
- d. Leadership Reports: Elementary, Secondary, Homeschool, EL/Intervention

C) The Board shall review, discuss, and consider adopting the recommended Reading Screener for Peak Prep. An LEA must adopt one of the screening instruments from the approved list adopted by the Reading Difficulties Risk Screener Selection Panel on or before June 30th, 2025. The legislation requiring the screening of pupils for risk of reading difficulties includes findings and declarations that speak to the purpose of the screening for risk of reading difficulties. Specifically,

- Screening pupils for risk of reading difficulties, including dyslexia, is one of many tools that educators can use to gain information about how to support pupils' learning.
- Early identification and intervention with evidence-based early literacy instructional strategies and materials improves literacy outcomes for pupils

at risk of, and with, reading difficulties, including dyslexia.

- By screening all pupils for risk of reading difficulties early, California can help families and teachers achieve the best learning and life outcomes for all pupils and close academic achievement gaps. *Education Code Section (EC) 53008(a)(1)(2)*

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						

V. Board Members Remarks and Announcements

VI. ADJOURNMENT

MOTION FOR ADJOURNMENT Motion to Adjourn

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner						
Bob Rust						
Carol Bjordahl						

Adjourned at __

Peak Prep Pleasant Valley

Budget vs Actual

For the period ended February 28, 2025

	Current Year Actual	Total Adopted Budget	YTD Amount Remaining
Revenues			
State Aid - Revenue Limit			
LCFF State Aid	\$ 3,110,499	\$ 4,457,852	1,347,353
Education Protection Account	40,266	89,300	49,034
In Lieu of Property Taxes	1,060,769	1,741,261	680,492
Total State Aid - Revenue Limit	4,211,534	6,288,412	2,076,878
Federal Revenue			
Special Education - Entitlement	-	111,982	111,982
Title I, Part A - Basic Low Income	34,537	86,661	52,124
Title II, Part A - Teacher Quality	4,558	11,044	6,486
Title III - Limited English	-	10,000	10,000
Other Federal Revenue	14,147	19,382	5,235
Prior Year Federal Revenue	85	-	-
Total Federal Revenue	53,327	239,069	185,743
Other State Revenue			
State Special Education	210,162	396,046	185,884
Mandated Cost	13,456	13,313	(143)
State Lottery	26,164	111,179	85,014
Prior Year Revenue	948	-	-
Other State Revenue	26,559	86,808	60,249
Total Other State Revenue	277,289	607,345	330,056
Other Local Revenue			
Interest Revenue	-	35,000	35,000
Other Fees and Contracts	25,040	-	(25,040)
School Fundraising	-	-	-
Total Other Local Revenue	25,040	35,000	9,960
Total Revenues	\$ 4,567,190	\$ 7,169,827	2,602,637

Peak Prep Pleasant Valley

Budget vs Actual

For the period ended February 28, 2025

	Current Year Actual	Total Adopted Budget	YTD Amount Remaining
			-
Expenses			-
Certificated Salaries			
Teachers' Salaries	\$ 1,961,602	\$ 2,811,312	849,710
Teachers' Extra Duty/Stipends	120,325	116,780	(3,545)
Pupil Support Salaries	236,845	336,656	99,811
Administrators' Salaries	279,561	334,061	54,500
Other Certificated Salaries	483,194	-	(483,194)
Total Certificated Salaries	3,081,527	3,598,809	517,282
Classified Salaries			
Instructional Salaries	22,036	25,774	3,738
Support Salaries	20,999	7,700	(13,299)
Supervisors' and Administrators' Salaries	104,118	148,998	44,880
Clerical and Office Staff Salaries	289,879	325,760	35,881
Total Classified Salaries	437,033	508,232	71,199
Benefits			
State Teachers' Retirement System, certificated	573,942	687,373	113,430
Public Employees' Retirement System, classified	106,761	137,477	30,716
OASDI/Medicare/Alternative, certificated positions	29,756	31,510	1,754
Medicare/Alternative, certificated positions	50,536	59,552	9,016
Health and Welfare Benefits, certificated positions	690,335	570,894	(119,441)
State Unemployment Insurance, certificated positions	5,534	2,015	(3,520)
Workers' Compensation Insurance, certificated	50,581	69,532	18,951
Other Benefits, certificated positions	-	17,703	17,703
Total Benefits	1,507,445	1,576,056	68,610
Books & Supplies			
Textbooks and Core Materials	244,583	319,300	74,717
Books and Reference Materials	1,707	-	(1,707)
School Supplies	97,873	267,050	169,177
Software	569,387	87,309	(482,078)
Office Expense	12,671	-	(12,671)
Business Meals	8,968	-	(8,968)
Noncapitalized Equipment	261,777	76,000	(185,777)
Food Services	-	500	500
Total Books & Supplies	1,196,965	750,159	(446,806)
Subagreement Services			
Special Education	85,705	70,000	(15,705)
Other Educational Consultants	95,170	61,394	(33,776)
Other Educational Consultants	-	96,600	96,600
Total Subagreement Services	180,874	227,994	47,120

Peak Prep Pleasant Valley

Budget vs Actual

For the period ended February 28, 2025

	Current Year Actual	Total Adopted Budget	YTD Amount Remaining
Operations & Housekeeping			
Auto and Travel	39,370	3,605	(35,765)
Dues & Memberships	11,400	10,060	(1,341)
Insurance	50,819	74,356	23,536
Communications	38,868	36,565	(2,303)
Postage and Shipping	1,779	19,570	17,791
Total Operations & Housekeeping	142,237	144,156	1,919
Facilities, Repairs & Other Leases			
Rent	19,885	30,396	10,511
Additional Rent	2,608	-	(2,608)
Total Facilities, Repairs & Other Leases	22,492	30,396	7,904
Professional/Consulting Services			
IT	5,635	242,658	237,023
Audit & Taxes	4,158	19,575	15,417
Legal	17,938	30,000	12,062
Professional Development	75,924	115,220	39,296
General Consulting	2,700	92,127	89,427
Special Activities/Field Trips	14,894	2,000	(12,894)
Bank Charges	400	-	(400)
Other Taxes and Fees	4,294	20,000	15,706
Payroll Service Fee	8,233	-	(8,233)
Management Fee	178,427	125,472	(52,955)
District Oversight Fee	223	62,884	62,661
Public Relations/Recruitment	42,862	-	(42,862)
Total Professional/Consulting Services	355,690	709,936	354,247
Depreciation			
Depreciation Expense	381	286	(95)
Total Depreciation	381	286	(95)
Interest			
Interest Expense	441	-	(441)
Total Interest	441	-	(441)
Total Expenses	\$ 6,925,086	\$ 7,546,024	620,938
Change in Net Assets	(2,357,895)	(376,197)	
Net Assets, Beginning of Period	2,401,894		
Net Assets, End of Period	\$ 43,999		

Peak Prep Pleasant Valley

Check Register

For the period ended February 28, 2025

Check Number	Vendor name	Check Date	Check Amount
10302	SOUT001--South Pasadena Arts & Music Academy	02/20/2025	VOID
10371	CHAR000--Charter Impact, LLC	02/06/2025	25,108.00
10372	CUIZ000--Cuizon Ballet Centre	02/06/2025	634.00
10373	STEP001--Essentials in Writing	02/06/2025	137.30
10374	IVYK000--Ivy Kids LLC	02/06/2025	125.85
10375	LITT000--Little Passports, Inc.	02/06/2025	224.01
10376	MEMO000--Memoria Press	02/06/2025	51.34
10377	THOM000--Nicole the Math Lady, LLC	02/06/2025	74.50
10378	OUTS000--Outschool, Inc.	02/06/2025	81.00
10379	RANC000--Rancho Simi Rec. & Park Distr.	02/06/2025	225.00
10380	SING000--Singapore Math Inc.	02/06/2025	390.96
10381	SOFT000--Softchoice Corporation	02/06/2025	3,198.00
10382	STRO000--Strongmind	02/06/2025	1,500.00
10383	STUD000--Studies Weekly Inc.	02/06/2025	7,568.53
10384	THEA000--The Acorn Group, Inc.	02/06/2025	47.53
10385	BRID000--Bridge 2 Inclusive Practices	02/14/2025	1,050.00
10386	BRIG001--Bright Thinker, Inc.	02/14/2025	927.78
10387	CHAR000--Charter Impact, LLC	02/14/2025	446.25
10388	COGN000--Cognia Inc.	02/14/2025	1,200.00
10389	INNO000--Dragon Han Martial Arts	02/14/2025	165.00
10390	ENLI000--Enlightened Learning, LLC	02/14/2025	375.00
10391	HOOK001--Hooked on Phonics	02/14/2025	171.59
10392	WALK000--James Walker	02/14/2025	205.10
10393	KAHO000--Kahoot! Asa	02/14/2025	123.45
10394	HOOK000--Megan Hook	02/14/2025	659.94
10395	OXFO000--Oxford Consulting Services Inc	02/14/2025	10,109.50
10396	RIVE000--Riverside County Office of Education	02/14/2025	3,875.00
10397	SCHO001--School Pathways, LLC	02/14/2025	2,108.75
10398	SING000--Singapore Math Inc.	02/14/2025	132.86
10399	SPEC000--Specialized Therapy Services	02/14/2025	3,110.00
10400	STUD000--Studies Weekly Inc.	02/14/2025	131.84
10401	TMOB000--T-Mobil Usa Inc	02/14/2025	114.00
10402	TMOB6094--T-Mobile	02/14/2025	3,320.00
10403	VENT001--Ventura Wild	02/14/2025	425.00
10404	CONE000--Conejo Rec. & Park District	02/21/2025	305.00
10405	LAKE000--Lakeshore	02/21/2025	523.18
10406	MONA001--Monarchs Athletics	02/21/2025	255.00
10407	SCHO003--School Of Caroline	02/21/2025	262.00
10408	STUD000--Studies Weekly Inc.	02/21/2025	6,441.47
10409	THIN000--Thinking Tree LLC	02/21/2025	273.49
10410	AMER001--American Express	02/28/2025	14,997.16

Peak Prep Pleasant Valley

Check Register

For the period ended February 28, 2025

Check Number	Vendor name	Check Date	Check Amount
10411	CENT000--Central Coast Ocean Adventures Foundatic	02/28/2025	VOID
10412	CHAR001--Charter Schools Development	02/28/2025	3,160.00
10413	STUD000--Studies Weekly Inc.	02/28/2025	43.05
10414	YOUN002--Young Minney & Corr, LLP	02/28/2025	7,860.85
10415	CENT000--Central Coast Ocean Adventures Foundatic	02/28/2025	VOID
10416	CENT000--Central Coast Ocean Adventures Foundatic	02/28/2025	2,500.00
ACH	RAIN000--Rainbow Resource Center	02/06/2025	849.93
ACH	AREV000--Chelsie Arevalo	02/06/2025	110.01
ACH	AMAZ000--Amazon Capital Services Inc	02/06/2025	1,444.34
ACH	BLAK000--Mathseeds and Reading Eggs	02/06/2025	49.99
ACH	ELLE000--Justine Eller	02/06/2025	86.37
ACH	WEBB000--Olivia Webb	02/06/2025	330.00
ACH	JENK000--Sheri Jenkins	02/06/2025	85.00
ACH	MATH001--Mathnasium of Moorpark	02/06/2025	309.00
ACH	KIWI000--Kiwico, Inc.	02/06/2025	456.09
ACH	LEAR000--Learn Beyond The Book, LLC	02/06/2025	1,022.38
ACH	MOXI000--MoxieBox Art, Inc.	02/06/2025	127.45
ACH	INST002--Institute for Excellence in Writing, LLC	02/06/2025	123.89
ACH	LEGO000--Lego Education	02/06/2025	187.63
ACH	VENT000--Ventura County Schools Self Funding Authc	02/07/2025	8,221.11
ACH	ATHO000--A Thousand Mornings Forest School	02/14/2025	698.00
ACH	MRDM000--Mr. D Math, LLC	02/14/2025	5,700.00
ACH	RAIN000--Rainbow Resource Center	02/14/2025	846.34
ACH	ELLE000--Justine Eller	02/14/2025	151.70
ACH	NEEL000--Lauren Neely	02/14/2025	268.85
ACH	VALD000--Josh Valdivia	02/14/2025	1,248.57
ACH	KAPA000--Reuben Kapadia	02/14/2025	70.77
ACH	NGUY000--Qui Nguy	02/14/2025	141.15
ACH	DELA000--Ranee Delany	02/14/2025	338.19
ACH	CIOL000--Sabrina Ciolino	02/14/2025	68.69
ACH	KENZ000--Sara Kenzie	02/14/2025	1,134.12
ACH	WEBB000--Olivia Webb	02/14/2025	672.71
ACH	CROM000--Noelle Cromwell	02/14/2025	208.21
ACH	FILB000--Leah Filbrun	02/14/2025	1,076.00
ACH	THED000--The Dance Company	02/14/2025	89.00
ACH	HANS000--Darla Hanson	02/14/2025	400.27
ACH	VALD001--Holly Valdivia	02/14/2025	332.14
ACH	AMAZ000--Amazon Capital Services Inc	02/14/2025	1,121.73
ACH	ARTO000--Art of Problem Solving	02/14/2025	516.76
ACH	CONE001--Conejo Valley Brazilian Jiu-Jitsu Academy	02/14/2025	900.00
ACH	LEAR000--Learn Beyond The Book, LLC	02/14/2025	4,266.25
ACH	AGUA000--The Standard DB Academy	02/14/2025	480.00

Peak Prep Pleasant Valley

Check Register

For the period ended February 28, 2025

Check Number	Vendor name	Check Date	Check Amount
ACH	SOUT001--South Pasadena Arts & Music Academy	02/14/2025	140.25
ACH	SOUT001--South Pasadena Arts & Music Academy	02/21/2025	367.25
ACH	AMAZ000--Amazon Capital Services Inc	02/21/2025	994.74
ACH	CHUR000--Audra Churchill	02/21/2025	134.96
ACH	HART001--Scott Hartley	02/21/2025	222.91
ACH	HART000--Vanessa Hartley	02/21/2025	79.83
ACH	PIOT000--Stacie Lech Piotrowski	02/21/2025	303.37
ACH	NEWM000--Allison Newman	02/21/2025	170.80
ACH	AMER003--American Martial Arts Academy	02/21/2025	900.00
ACH	WEYM000--Kelly Weymouth	02/21/2025	688.54
ACH	EXPL001--Junior Explorers - Ventura LLC	02/21/2025	35.00
ACH	KAPA000--Reuben Kapadia	02/21/2025	68.00
ACH	EAST000--East LA Jiu Jitsu	02/21/2025	507.00
ACH	MRDM000--Mr. D Math, LLC	02/21/2025	750.00
ACH	HSIE000--Irene Hsieh	02/21/2025	289.23
ACH	KIBR000--Rubyat Kibria	02/21/2025	172.20
ACH	LEAR000--Learn Beyond The Book, LLC	02/21/2025	2,150.76
ACH	AMAZ000--Amazon Capital Services Inc	02/28/2025	1,021.34
ACH	BOOT000--Tina Booth	02/28/2025	572.47
ACH	BISH0000--Dr. Shalen Bishop	02/28/2025	1,513.88
ACH	JENK000--Sheri Jenkins	02/28/2025	45.70
ACH	MAGH000--Tanya Maghanoy	02/28/2025	766.03
ACH	UNUM000--UNUM GROUP	02/03/2025	189.21
ACH	UNUM000--UNUM GROUP	02/27/2025	189.21
ACH	UNUM000--UNUM GROUP	02/03/2025	192.53
ACH	UNUM000--UNUM GROUP	02/03/2025	284.63
ACH	UNUM000--UNUM GROUP	02/03/2025	500.44
ACH	UNUM000--UNUM GROUP	02/03/2025	1,099.47
ACH	UNUM000--UNUM GROUP	02/04/2025	10.00
ACH	UNUM000--UNUM GROUP	02/05/2025	70.00
ACH	INOV000--Inova	02/07/2025	43,053.14
ACH	INOV000--Inova	02/07/2025	184,997.31
ACH	UNUM000--UNUM GROUP	02/10/2025	20.00
ACH	UNUM000--UNUM GROUP	02/11/2025	46.26
ACH	VENT004--Ventura County Office of Education	02/11/2025	18,972.48
ACH	VENT004--Ventura County Office of Education	02/11/2025	130,250.67
ACH	HUMA000--HUMANA, INC.	02/12/2025	8,552.32
ACH	UNUM000--UNUM GROUP	02/18/2025	25.00
ACH	UNUM000--UNUM GROUP	02/19/2025	129.32
ACH	BANC000--Banc of California	02/20/2025	20.00
ACH	ANTH000--Anthem Blue Cross	02/24/2025	92,200.86
ACH	INOV000--Inova	02/24/2025	46,120.76

Peak Prep Pleasant Valley

Check Register

For the period ended February 28, 2025

Check Number	Vendor name	Check Date	Check Amount
ACH	INOV000--Inova	02/24/2025	185,819.38
ACH	UNUM000--UNUM GROUP	02/25/2025	60.04
ACH	UNUM000--UNUM GROUP	02/25/2025	211.30
ACH	UNUM000--UNUM GROUP	02/27/2025	65.40
Total Disbursements Issued in February			863,744.91

Peak Prep Pleasant Valley

List of Purchase Orders

Dated 02/01/2025 - 02/28/2025

Status	(All)
Row Labels	Sum of Line Cost
A Child's Dream	\$ 84.50
2409	\$ 84.50
A Thousand Mornings Forest School	\$ 698.00
2327	\$ 698.00
ABC Mouse	\$ 90.00
2305	\$ 45.00
2396	\$ 45.00
Acorn Naturalists	\$ 61.52
2403	\$ 61.52
Action Academy, LLC	\$ 817.50
2220	\$ 345.00
2307	\$ 472.50
Actorsite Inc.	\$ 936.00
2324	\$ 169.00
2325	\$ 169.00
2346	\$ 429.00
2355	\$ 169.00
Amazon (Business Office Use Only)	\$ 470.47
2285	\$ 470.47
Amazon Business USA (PunchOut)	\$ 8,136.76
2178	\$ 41.97
2179	\$ 374.72
2180	\$ 60.33
2181	\$ 30.12
2182	\$ 13.99
2183	\$ 61.97
2184	\$ 346.60
2185	\$ 158.71
2187	\$ 27.46
2188	\$ 72.26
2196	\$ 98.87
2197	\$ 100.89
2198	\$ 105.92
2199	\$ 12.77
2200	\$ 13.99
2201	\$ 13.99
2235	\$ 174.89
2251	\$ 15.28
2252	\$ 100.96
2257	\$ 44.98
2258	\$ 44.98
2259	\$ 345.41
2260	\$ 75.00
2261	\$ 13.99
2262	\$ 97.47
2264	\$ 47.95

2265	\$	69.95
2266	\$	127.79
2271	\$	13.99
2272	\$	409.39
2273	\$	13.99
2278	\$	100.31
2279	\$	26.91
2280	\$	81.37
2281	\$	77.61
2282	\$	140.51
2283	\$	207.13
2286	\$	33.96
2287	\$	33.96
2288	\$	51.96
2289	\$	185.10
2290	\$	255.08
2291	\$	66.42
2292	\$	71.76
2293	\$	114.20
2294	\$	29.30
2295	\$	78.96
2296	\$	31.97
2297	\$	28.97
2298	\$	63.42
2315	\$	132.05
2333	\$	13.99
2335	\$	147.64
2336	\$	392.72
2337	\$	40.50
2338	\$	102.75
2344	\$	246.96
2345	\$	39.95
2356	\$	12.99
2357	\$	169.56
2358	\$	27.65
2359	\$	170.71
2360	\$	229.45
2372	\$	13.99
2373	\$	13.99
2374	\$	178.15
2375	\$	76.12
2376	\$	52.98
2377	\$	36.03
2378	\$	92.88
2379	\$	49.40
2380	\$	233.58
2381	\$	192.16
2382	\$	260.09
2383	\$	109.11
2384	\$	91.38
2385	\$	87.19
2386	\$	14.99
2387	\$	98.32
American Martial Arts Academy	\$	900.00

2365	\$	900.00
Aquarium of the Pacific	\$	79.90
2274	\$	79.90
Art of Problem Solving	\$	624.08
2250	\$	109.38
2312	\$	514.70
Artistic Pursuits Inc.	\$	87.00
2248	\$	87.00
Athletes Academy, LLC	\$	5,882.07
2209	\$	1,500.00
2210	\$	382.05
2211	\$	1,500.00
2229	\$	1,500.00
2410	\$	1,000.02
AV Dance Studio Inc	\$	780.00
2232	\$	780.00
Beautiful Feet Books	\$	40.07
2277	\$	40.07
BookShark	\$	1,638.45
2223	\$	1,026.53
2404	\$	480.52
2406	\$	131.40
Brave Writer, LLC	\$	378.00
2347	\$	229.00
2354	\$	149.00
Breakthrough Sports LLC	\$	204.00
2366	\$	204.00
Bright Thinker, Inc.	\$	295.00
2402	\$	295.00
California Charter Schools Association	\$	750.00
2300	\$	750.00
Central Coast Ocean Adventures	\$	2,500.00
2332	\$	2,500.00
Charter Schools Development	\$	3,160.00
2340	\$	3,160.00
Conejo Valley Brazilian Jiu-Jitsu Academy	\$	600.00
2411	\$	300.00
2412	\$	300.00
Creative Learning Place Inc.	\$	1,820.00
2415	\$	910.00
2416	\$	910.00
Crunchlabs LLC	\$	667.01
2214	\$	196.77
2215	\$	87.55
2216	\$	87.55
2217	\$	98.38
2218	\$	98.38
2219	\$	98.38
Dell Marketing LP	\$	14,277.39
2342	\$	14,277.39
Discovery Cube of Los Angeles	\$	48.00
2254	\$	12.00
2255	\$	12.00
2256	\$	12.00

2263	\$	12.00
Dragon Han Martial Arts	\$	290.00
2393	\$	290.00
Education.Com Holdings, Inc	\$	47.99
2371	\$	47.99
Enlightened Learning, LLC	\$	1,459.00
2238	\$	99.50
2239	\$	99.50
2242	\$	225.00
2243	\$	225.00
2364	\$	480.00
2420	\$	165.00
2421	\$	165.00
Essentials in Writing	\$	158.15
2407	\$	158.15
Evan-Moor Corporation	\$	550.74
2395	\$	162.35
2408	\$	388.39
Firefly Tutors	\$	1,800.00
2353	\$	1,800.00
Home School Coaches	\$	480.00
2240	\$	480.00
Hooked on Phonics	\$	702.92
2212	\$	184.86
2213	\$	184.86
2253	\$	333.20
HuckleBerry Center for Creative Learning LLC	\$	282.00
2422	\$	282.00
Ivy Kids LLC	\$	275.55
2270	\$	149.70
2369	\$	125.85
Jamf Holdings Inc&Subsidiaries	\$	70.45
2397	\$	70.45
Kahoot! Asa	\$	123.45
2195	\$	123.45
Kern County Museum	\$	15.00
2302	\$	15.00
Kids' Club Spanish School	\$	95.00
2221	\$	95.00
Kids in the Kitchen Cooking	\$	299.00
2244	\$	299.00
Kiwico, Inc.	\$	510.29
2330	\$	375.15
2370	\$	135.14
Kumon Math & Reading Center of Bakersfield-Brimhall	\$	480.00
2367	\$	480.00
Kumon Math & Reading Center of Calabasas-West	\$	180.00
2306	\$	180.00
Lakeshore Learning (PunchOut)	\$	946.94
2193	\$	192.27
2194	\$	408.00
2299	\$	203.71
2419	\$	142.96
Lanterns Global Inc.	\$	1,296.00

2308	\$	1,296.00
Leanne Patterson	\$	750.00
2388	\$	750.00
Learn Beyond The Book, LLC	\$	5,847.75
2225	\$	1,497.00
2226	\$	1,497.00
2313	\$	1,497.00
2417	\$	1,356.75
Lego Education	\$	361.30
2224	\$	361.30
Lewis Music Academy	\$	555.00
2328	\$	555.00
MakerStudio	\$	621.00
2301	\$	621.00
Mel Science U S LLC	\$	328.39
2222	\$	328.39
Monarchs Athletics	\$	871.00
2267	\$	305.00
2268	\$	311.00
2343	\$	255.00
Morumbi Jiu Jitsu and Fitness Academy	\$	600.00
2326	\$	600.00
Moxi Museum	\$	50.00
2413	\$	35.00
2414	\$	15.00
Mr. D Math, LLC	\$	750.00
2284	\$	750.00
Mrs. Miller's Reading Nook	\$	120.00
2418	\$	120.00
Oak Meadow Inc	\$	234.26
2241	\$	234.26
Petersen Automotive Museum	\$	73.00
2276	\$	73.00
Power Homeschool	\$	75.00
2405	\$	75.00
Presley May Farms LLC	\$	305.00
2245	\$	25.00
2392	\$	280.00
Rainbow Resource Center	\$	1,040.60
2227	\$	337.89
2269	\$	144.14
2362	\$	179.86
2390	\$	81.42
2391	\$	297.29
Rancho Simi Rec. & Park Distr.	\$	847.00
2314	\$	422.00
2389	\$	425.00
Riverside Cnty Office Of Educ.	\$	3,875.00
2398	\$	3,875.00
Ronald Reagan Presidential Library & Museum	\$	128.75
2309	\$	52.90
2310	\$	52.90
2311	\$	22.95
Royal Fireworks Press	\$	247.50

2247	\$	247.50
Santa Barbara Zoo	\$	820.00
2202	\$	46.00
2203	\$	46.00
2204	\$	18.00
2231	\$	300.00
2319	\$	410.00
Scholastic Inc.	\$	274.15
2228	\$	274.15
School Pathways, LLC	\$	2,108.75
2208	\$	2,108.75
Softchoice Corporation	\$	410.00
2341	\$	410.00
Sonesta Los Angeles Airport	\$	4,395.67
2401	\$	4,395.67
South Pasadena Arts & Music Academy	\$	748.00
2230	\$	187.00
2320	\$	561.00
Stemon USA	\$	450.00
2394	\$	450.00
Studies Weekly Inc.	\$	35.90
2207	\$	35.90
Sub Zero Ice Cream- Ca, LLC	\$	157.05
2303	\$	3.00
2304	\$	3.00
2331	\$	151.05
TaeKwonDo Plus	\$	87.50
2249	\$	87.50
The Dance Company	\$	534.00
2177	\$	534.00
The Glitter Barn	\$	1,080.00
2233	\$	540.00
2234	\$	540.00
The Huntington Library, Art Museum, and Botanical Gardens	\$	42.00
2275	\$	42.00
The Music Junction Inc.	\$	1,164.00
2329	\$	1,164.00
The Standard DB Academy	\$	720.00
2423	\$	720.00
The Woobles	\$	368.35
2361	\$	321.76
2363	\$	46.59
Time4Learning	\$	109.85
2321	\$	29.95
2322	\$	39.95
2323	\$	39.95
Train Goat Gainz	\$	750.00
2339	\$	750.00
Ventura County Office of Education	\$	2,375.00
2399	\$	950.00
2400	\$	1,425.00
Vilanova Brazilian Jiu Jitsu LLC	\$	983.25
2316	\$	327.75
2317	\$	327.75

2318	\$	327.75
Waterfront Education	\$	265.00
2246	\$	265.00
We Craft Box, LLC	\$	111.99
2368	\$	111.99
Young Gates Inc.	\$	1,198.00
2191	\$	599.00
2192	\$	599.00
Grand Total	\$	92,957.21



Peak Prep Pleasant Valley

Board Meeting Agenda—Special Board Meeting

Thursday, March 13th 2025

4:00pm

Meeting Location:

PVSD

600 Temple Ave

Camarillo, CA 93010

Learning Center-Rm 24

Remote Meeting Access via Zoom:

Topic: March Special Board Meeting

Time: Mar 13, 2025 04:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://peak-prep->

[org.zoom.us/j/89777618363?pwd=jQbb6aiPfvxBDffMbzh5pWrn9t7uhf.1](https://peak-prep-org.zoom.us/j/89777618363?pwd=jQbb6aiPfvxBDffMbzh5pWrn9t7uhf.1)

Meeting ID: 897 7761 8363

Passcode: 509070

One tap mobile

*+13052241968,,89777618363#,,,,*509070# US*

*+13092053325,,89777618363#,,,,*509070# US*

Dial by your location

• +1 305 224 1968 US

• +1 309 205 3325 US

• +1 312 626 6799 US (Chicago)

• +1 646 931 3860 US

• +1 929 205 6099 US (New York)

• +1 301 715 8592 US (Washington DC)

• +1 669 444 9171 US

• +1 669 900 6833 US (San Jose)

- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
 - +1 360 209 5623 US
 - +1 386 347 5053 US
 - +1 507 473 4847 US
 - +1 564 217 2000 US

Meeting ID: 897 7761 8363
Passcode: 509070

Find your local number: <https://peak-prep-org.zoom.us/j/kdin2pvNK2>

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted physically within the Charter School's jurisdiction, and on the legislative body's website 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in an open session will be made available for the public at www.peak-prep.org or 600 Temple Ave, Camarillo, CA 93010

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A
DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting may request assistance by contact Superintendent, Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact the Executive Director's Office: Dr. Shalen Bishop at Shalen.Bishop@peak-prep.org.

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

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FOR MORE INFORMATION

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I. PRELIMINARY MATTERS

A. Call to Order:

Meeting was called to order by Board Director at: 4:10 PM

B. Roll Call

Board Member	Present	Absent
Patty Lerner	X via zoom for just cause	
Bob Rust	X	
Carol Bjordahl	X	

***C. Motion to adopt the agenda was moved by* _____**

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Carol Bjordahl		X	X			

II. PUBLIC COMMENT

The public may comment on any item that is on the agenda or any other item that is in the Board’s jurisdiction through written comments submitted before the meeting or live at the meeting. No presentation shall be more than two (2) minutes.

Individuals desiring to address the Board are requested to email Dr. Bishop (Shalen.Bishop@peak-prep.org) prior to the start of the meeting, or otherwise by lining up at the designated spot for public comment designated by the Board at the time public comment is opened. Board members are prohibited from responding to or commenting on matters raised by the public that are not on the agenda. (Gov. Code § 54954.2(a))

Public comments may also be presented live through our Zoom Meeting link to the meeting:

<https://peak-prep-org.zoom.us/j/89777618363?pwd=jQbb6aiPfvxBDffMbzh5pWrn9t7uhf.1>

(Same Zoom Meeting above, For Phone access see agenda information above)

Members of the public wishing to comment via Zoom shall use the “raise hand” function and will be called on to present.

III. Information, Discussion, and Action items

Motion	Bob	Yes
2nd	Carol	X
	Patty	X

A) Approval of Consent Agenda. Agenda items presented in this section compose the Consent Agenda and are routine of nature. Unless an item is moved to the Action section at the request of a board member, they will be approved by the board as a group as the first action on the agenda. Each item approved shall be deemed to have been read in full and adopted as recommended.

1. Approval of Financial Statement. The Director of Finance recommends that the Board of Directors approve the revenue and expenditures as listed on Jan 1st, 2025 through Jan 31st, 2024, Financial Statements.

2. Approval of Board Report of Commercial Checks
The Director of Finance recommends that the Board of Directors approve the commercial payments as listed on Jan 1st, 2025 through Jan 31st, 2024 Board Report of Checks.

3. Approval of Board Report of Purchase Orders
The Director of Finance recommends that the

Board of Directors approve the purchase orders as listed
Jan 1st, 2025 through Jan 31st, 2024, Board Reports.

4. Approve Minutes from 9/10/2024 & 2/6/2025 Board Meeting

B) Executive Director Report (No Action, just reporting out different aspects of the school program)

- a. Highlights
- b. Programs/Academic Resources updates, if any.
- c. Upcoming Compliance Dates

C) The Board shall review, discuss, and consider approving the shared employee agreement with River Oaks Charter School. The employee shared agreement is to provide employee opportunities for our similar schools (Student Information System, Independent Study, Learning Management, etc) to share and maintain high quality hires when a full-time employee may not be needed (Human Resource Director, additional School Psychologist, etc). This agreement has been approved through legal.

Motion:
Bob
2nd:
Carol
all 3 = YES

D) The Board shall review, discuss and consider approving Track A and Track B 2025-2026 School Calendars. These are the proposed school year calendars for the 2025-2026 school year. We will begin with Track A, July 8th, 2025. Both calendars are on one document.

Motion:
Bob
2nd:
Carol
all 3 = YES

E) The Board shall review, discuss, and consider approving the 2025-2026 Classified Holiday Calendar. This holiday calendar is for our 11 & 12-month classified employees.

Motion:
Bob
2nd:
Carol
all 3 = YES

F) The board shall review, discuss and consider approving the updated 2023-2024 Funding Arts and Music Funding Grant Report . This is an updated report on how we have spent our Prop 28 Music & Arts Grant.

Motion:
Bob
2nd:
Carol
all 3 = YES

G) The board shall review, discuss and consider approving the Board Policy governing Student Enrollment Benefit for Employees. As an important benefit to recruiting high quality staff, many school districts allow employees to enroll their children in the school in which they work, irrespective of their residence within or outside of the district's boundaries. This benefit is critical to supporting the needs of working parents by providing convenience, and it also supports the school community through increased staff good will and buy-in, e.g., staff stand to be more engaged and dedicated at schools in which their own children may, do, or did attend. However, any employee student outside the serviced county areas will not be

Motion:
Bob
2nd:
Patty
all 3 = YES

add this wording:

subject to annual review

claimed for attendance that is directly related to funding.

Motion:
Bob
2nd:
Carol
all 3 = YES

H) **The Board will review, discuss, and consider the approval of the Scope of Work and agreement Clifton Larsen Auditors. (CLA).** Peak Prep continues to use the auditors, Clifton Larsen Auditors, who also used to serve the school district. CLA will conduct the audit and Form 990.

Motion:
Bob
2nd:
Carol
all 3 = YES

I) **The Board shall review, discuss and consider approving the Second Interim Report.** Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report is due December 15 for the period ending October 31. The second interim report is due March 15 for the period ending January 31st.

Motion:
Bob
2nd:
Carol
all 3 = YES

J) **The board will review, discuss and consider approving the 2025-2026 Pleasant Valley School District (PVSD) & Peak Prep agreements/quotes for Technology Services.** Peak staff recommends continuing to use PVSD for their technology & I.T. Support. This quote is for staffing, shipping, google management, new computers, repairs, google licensing, and I.T and cybersecurity support and web filtering. This helps with continued streamline and best practices with PVSD.

Motion:
Bob
2nd:
Carol
all 3 = YES

K) *The board will review, discuss, and consider approving the Pleasant Valley School District (PVSD) Memorandum of Understanding (MOU) for supporting Track A students on the PVSD campus.* This MOU between Peak and PVSD is designed to lead & support the academic enrichment of students during our Track A school year.

Board Members Remarks and Announcements

V. ADJOURNMENT

MOTION FOR ADJOURNMENT Motion to Adjourn

Roll Call Vote:

Board Member	Motion to Move	Second	Yes	No	Abstain	Absent
Patty Lerner			X			
Bob Rust	X		X			
Carol Bjordahl		X	X			

Adjourned at 5:09 PM



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-503785-1
Date: 3/14/2025
Expires On: 4/13/2025
Delivery Service Level: Standard

Customer Contact Information

Kelly Weymouth
Pleasant Valley Sch District
8055003174
kelly.weymouth@peak-prep.org

Amplify Contact Information

Jeff Sorenson
Associate Account Executive
jsorenson@amplify.com

Pleasant Valley SD (Peak Prep Pleasant Valley) - mCLASS - D8 - K-6 (2 Years)

mClass K-2

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS California Grades K-2 Multiyear DIBELS 8th Ed Annual Student License - 2yr (2025-2027)	300.00	\$14.00	\$0.00	\$4,200.00
TOTAL			\$0.00	\$4,200.00

mClass 3-6

PRODUCT	QUANTITY	PRICE	TOTAL DISCOUNT	TOTAL PRICE
mCLASS California Grades 3-6 Multiyear DIBELS 8th Ed Annual Student License - 2yr (2025-2027)	300.00	\$14.00	\$0.00	\$4,200.00
TOTAL			\$0.00	\$4,200.00

Shipping & Handling

SHIPPING AND HANDLING	DELIVERY SERVICE LEVEL	SHIPPING COST	TOTAL DISCOUNT	TOTAL PRICE
Amplify Shipping and Handling	Standard	\$0.00	\$0.00	\$0.00

TOTAL DISCOUNT	\$0.00
GRAND TOTAL	\$8,400.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2025 until 06/30/2027.
- Services: 18 months from order date. Unless otherwise stated above, all training and other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Expedited shipping is available at extra charge.
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

How to Order Our Products

Amplify would like to process your order as quickly as possible. Please visit amplify.com/ordering-support to find all the information you need for submitting your order. We accept the following forms of payment: purchase orders, checks, and credit card payments (Visa, MasterCard, Discover and American Express). In order for us to assist you, please help us by following these instructions:

Please include these three documents with your order:

- Authorized purchase order or check
- A copy of your Price Quote
- A copy of your Tax-Exemption Certificate

If submitting a purchase order:

To expedite your order, please visit amplify.com/ordering-support where you can submit your signed purchase order. You can also email a purchase order to IncomingPO@amplify.com or fax it to (646) 403-4700. Purchase Orders can also be mailed to our Order Management Department at the address below.

If submitting your order via credit card:

- Please email Accountsreceivable@amplify.com to request a secure credit card payment link

If submitting your order via sending a check:

- Please mail your documents directly to our Order Management Department and notify your sales representative of the check number and check amount.
- Please note that mailing a check can add up to two weeks of processing time for your order. For faster processing of your order, please submit your order via Purchase Order or Credit Card Authorization Form.

The information requested above is essential to ensure the smooth completion of your order with Amplify. Failure to submit documents will prevent your order from processing.

Our Order Management Department is located at 55 Washington Street, Suite 800, Brooklyn, NY 11201. Please note that mailing any documents can result in delays of up to two weeks. **For faster processing of your order, we recommend you submit a purchase order via our website: amplify.com/ordering-support.**

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at [amplify.com/customer-terms](https://www.amplify.com/customer-terms). Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

- 1. Scope.** These Terms and Conditions (the "Customer Terms") are a legal agreement between Amplify Education, Inc. ("Amplify") and your school, district, state agency, or other educational organization ("you" or "Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). Unless otherwise specified in the Quote, these Customer Terms and the Quote constitute the entire agreement between Amplify and Customer regarding the license and use of the Products (the "Agreement"). This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. You represent and warrant that: (1) you are of legal age to accept this Agreement; (2) you are authorized to accept this Agreement and to access and use the Products; and (3) your use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://www.amplify.com/acceptable-use) available at [amplify.com/acceptable-use](https://www.amplify.com/acceptable-use) ("AUP"). If you do not agree to this Agreement, do not access, download, or use the Products.
- 2. License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means an individual teacher or other personnel employed by Customer, or an individual student registered or authorized for instruction with Customer, who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to Amplify's AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.
- 3. Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be detailed in materials associated with the Product you are accessing. Further, Customer may not, except as expressly authorized or directed by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).
- 4. Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)).
- 5. Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts

that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

6. Shipments. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

7. Account Information. For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

8. Confidentiality. Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

9. Student Data. The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable current or former student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's [Privacy Policy](https://amplify.com/customer-privacy) at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/customer-privacy) available to the parents or guardians of users who are under the age of 13. In addition, Amplify has entered into the Data Privacy Agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process.

10. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

11. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH

THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

12. **Limitation of Liability.** IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

13. **Term/Termination.** This Agreement will be in effect for the Term and may be renewed or extended by mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

14. **Miscellaneous.** This Agreement, including all addenda, attachments, and the Quote, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information

