



Sage Oak Charter Schools

Regular Meeting of the Board of Directors

Published on September 6, 2024 at 2:48 PM PDT

Amended on September 6, 2024 at 2:56 PM PDT

Date and Time

Thursday September 12, 2024 at 9:00 AM PDT

Location

Sage Oak Charter Schools

1473 Ford Street, Suite #105

Redlands, CA 92373

[Join Zoom Meeting](#)

ID: 99067268310

Passcode: 003261

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Passcode: 003261

Teleconference Locations

39251 Camino Las Hoyas, Indio, CA 92203

16222 Quail Rock Road, Ramona, CA 92065

25 Kingston Court E., Coronado CA 92118

MISSION STATEMENT

Educating students through a personalized and collaborative learning approach, empowering them to lead purposeful and productive lives.

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 of the Governing Board may request assistance by contacting Sage Oak Charter Schools.

Agenda

	Purpose	Presenter	Time
I. Opening Items			9:00 AM
A. Call the Meeting to Order		Board President	1 m
B. Record Attendance		Board President	1 m
Roll Call:			
William Hall, President			
Michael Humphrey, Vice President			
Steve Fraire, Clerk			
Susan Houle, Member			
Peter Matz, Member			
II. Pledge of Allegiance			9:02 AM
A. Led by Board President or designee		Board President	1 m
III. Approve/Adopt Agenda			9:03 AM
A. (Action) Approval of Agenda for September 12, 2024 Regular Meeting of the Board of Directors	Vote	Board President	1 m
It is recommended the Board approve the agenda for the September 12, 2024, Regular Meeting of the Board of Directors as presented for Sage Oak Charter School			

	Purpose	Presenter	Time
(#1885), Sage Oak Charter School - Keppel (#1886), and Sage Oak Charter School - South (#2051).			

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Peter Matz

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

IV. Approve Minutes

9:04 AM

- | | | | | |
|-----------|--|-----------------|-----------------|-----|
| A. | (Action) Approval of Minutes for August 8, 2024 Board of Directors Study Session | Approve Minutes | Board President | 1 m |
|-----------|--|-----------------|-----------------|-----|

It is recommended the Board approve the minutes from the August 8, 2024, Board of Directors Study Session as presented for Sage Oak Charter School (#1885), Sage Oak Charter School - Keppel (#1886), and Sage Oak Charter School - South (#2051).

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Peter Matz

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

V. Public Comment - Closed Session

The public has a right to comment on any items of the Closed Session agenda. Members of the public will be permitted to comment on any other item within the Board's jurisdiction under section Public Comments/Recognition/Reports.

VI. Adjourn to Closed Session

9:05 AM

- | | | | | |
|-----------|--|--|-----------------|-----|
| A. | The Board Will Consider and May Act on Any of the Closed Session Matters | | Board President | 1 m |
|-----------|--|--|-----------------|-----|

Roll Call Vote:

William Hall

	Purpose	Presenter	Time
Michael Humphrey Steve Fraire Susan Houle Peter Matz Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
VII. Closed Session			9:06 AM
A. Closed Session Agenda		Board President	15 m
1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION			
(Gov. Code Section 54956.9(d)(1))			
a. YL v. The Collaborative Charter Services Organization, et al.			
VIII. Reconvene Regular Meeting			9:21 AM
A. Report Out Any Action Taken in Closed Session		Board President	1 m
IX. Public Comments/Recognition/Reports			
Please submit a Request to Speak to the Board of Directors using the chat feature on the right-hand side of the Zoom platform. Please state the agenda item number that you wish to address prior to the agenda item being called by the Board President. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions, and reports to the Board and is not intended to be a question-and-answer period. If you have questions for the Board, please provide the Board President with a written statement, and an administrator will provide answers at a later date.			
X. Correspondence/Proposals/Reports			9:22 AM
A. Sage Oak Highlights		Krista Woodgrift	12 m
Krista Woodgrift, Superintendent/CEO			
B. Budget/Fiscal Update		Tim O'Brien	4 m
Tim O'Brien, Assistant Superintendent of Business Services			
C. 2022-2023 Teacher Assignment Monitoring Outcome		Candice Coffey	5 m
Lisa Thompson, Assistant Superintendent of Operations & Accountability Candice Coffey, Assistant Superintendent of Human Resources			

	Purpose	Presenter	Time
D.	CliftonLarsonAllen LLP (CLA) Governance Entrance Letter	Tim O'Brien	1 m

Tim O'Brien, Assistant Superintendent of Business Services

XI. Consent Agenda

9:44 AM

Items listed under Consent are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent Agenda upon the request of any member of the Board and discussed and acted upon separately.

The items below form our Consent Agenda. The last item in this section is a single vote to approve them en masse.

A. Consent- Business Services

1 m

1. Check Register - June 2024
2. Check Register - July 2024
3. Check Register - August 2024
4. Report of Investment Activity - August 2024
5. Ratification of Instructure Services Order Form #Q-355637
6. Ratification of Intellinetics, Inc. dba YellowFolder Proposal for Data Migration #2021435
7. Ratification of R C Steward Corp Proposal
8. Ratification of Document Tracking Services, LLC (DTS) Licensing Agreement
9. Ratification of OC Audio Visual Solutions Invoice
10. Ratification of CloudHesive Independent Consulting Agreement
11. Ratification of Encore Quote #2646-1821
12. Ratification of Tabor Storage Solutions, LLC Proposal
13. Ratification of 2024-2025 Hatch & Cesario Legal Services Agreement (Renewal)
14. Ratification of Google Workspace for Education Student Enrollment Verification Letter (Renewal)
15. Ratification of JW Marriott Addendum
16. Ratification of Goldy S. Lewis Community Center Permit #R21749
17. Ratification of Hapara Quote (Renewal)
18. Ratification of Courtyard by Marriott Letter of Agreement
19. Ratification of Mobile Beacon Agreement
20. Ratification of Centerpoint Church Facility Use Request and Agreement Form
21. Ratification of UPS Carrier Agreement
22. Ratification of FedEx Transportation Services Agreement

	Purpose	Presenter	Time
	23. Ratification of ClickUp Order Form		
	24. Ratification of U-Haul Corporate Account Agreement and Terms and Conditions		
	25. Ratification of Sage Intacct, Inc. Agreement		
	26. Ratification of Evolve Media Statement of Work		
	27. Ratification of Skill Struck Chat for Schools Quote		
	28. Ratification of School Services of California, Inc. Agreement (Renewal)		
	29. Ratification of Pepper & Olive Letter of Agreement		
	30. Ratification of Ponte Estate Event Contract		
	31. Ratification of Ponte Estate Group Booking Agreement		
B.	Consent - Education Services		1 m
	1. Ratification of 2024-2025 Nonpublic, Nonsectarian School/Agency Services, Master Contract and Individual Service Agreement		
	2. Ratification of 2024-2025 Special Education Contracted Vendors List		
	3. Ratification of StrongMind, Inc. Services Agreement		
	4. Ratification of BrightThinker Order Form #SQ-0490 (Renewal)		
	5. Ratification of BrightThinker Order Form #SQ-0671		
	6. Ratification of Time4Learning Purchase Order Agreement 2024		
	7. Ratification of TPR Education, LLC dba The Princeton Review Statement of Work		
	8. Ratification of ABCYa.com Order Form		
	9. Ratification of NWEA (Northwestern Evaluation Association) Sales Order		
	10. Approval of Sacramento One-Day Field Trip for 2024-2025 School Year, Grades 8-12		
	11. Approval of Chicago Overnight Field Trip for 2024-2025 School Year, Grades 9-12		
C.	Consent- Human Resources		1 m
	1. Approval of Certificated Personnel Report		
	2. Approval of Classified Personnel Report		
	3. Approval of Job Descriptions		
	4. Ratification of Looking Glass Media Agreement		
	5. Ratification of Los Angeles County Office of Education Contract (Renewal)		
	6. Ratification of Spark Hire Order Form		
D.	Consent - Policy Development		5 m
	1. Approval of Changes to Existing Board Policies Revised/Reviewed/Rescinded		

	Purpose	Presenter	Time
5000 Series- Student Services: Revised			
5065-SO Enrollment Policy			

E.	(Action) Approve Consent Agenda	Vote	Board President	1 m
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Items listed under the Consent Agenda are considered routine and will be approved/adopted by a single motion.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Peter Matz

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

XII. Board Governance

9:53 AM

A.	(Action) Approval of Annual Board Self-Evaluation	Vote	Krista Woodgrift	1 m
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It is recommended the Board approve the Annual Board Self-Evaluation as presented for Sage Oak Charter School (#1885), Sage Oak Charter School - Keppel (#1886), and Sage Oak Charter School - South (#2051).

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Peter Matz

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

B.	(Action) Approval of 2024-2027 Sage Oak Charter Schools Strategic Plan		Krista Woodgrift	1 m
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It is recommended the Board approve the 2024-2027 Sage Oak Charter Schools Strategic Plan as presented for Sage Oak Charter School (#1885), Sage Oak Charter School - Keppel (#1886), and Sage Oak Charter School - South (#2051).

Roll Call Vote:

William Hall

Michael Humphrey

	Purpose	Presenter	Time
Steve Fraire			
Susan Houle			
Peter Matz			
Moved by _____	Seconded by _____	Ayes _____ Nays _____ Absent _____	

XIII. Business Services**9:55 AM**

- A.** (Action) Approval of Sage Oak Charter Schools Unaudited Actuals Financial Report 2023-2024 Vote Tim O'Brien 6 m

It is recommended the Board approve the Unaudited Actuals Financial Report dated July 1, 2023, to June 30, 2024, as presented, for Sage Oak Charter School (#1885), Sage Oak Charter School - Keppel (#1886), and Sage Oak Charter School - South (#2051).

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Peter Matz

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

- B.** (Action) Approval of 2024–2025 Consolidated Application and Reporting System (CARS) Spring Release Vote Tim O'Brien 1 m

It is recommended the Board approve the 2024–2025 Consolidated Application and Reporting System (CARS) Spring Release as presented for Sage Oak Charter Schools, Helendale (#1885), Keppel (#1886), and Warner (#2051).

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Peter Matz

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

XIV. Calendar

	Purpose	Presenter	Time
The next scheduled meeting will be a Regular Board of Directors meeting held on October 8, 2024.			
XV. Comments			10:02 AM
A. Board Comments			3 m
B. Superintendent Comments			3 m
XVI. Closing Items			10:08 AM
A. Adjourn Meeting	Vote	Board President	1 m
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Susan Houle			
Peter Matz			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

FOR MORE INFORMATION

For more information concerning this agenda, contact
Sage Oak Charter Schools.

Coversheet

(Action) Approval of Minutes for August 8, 2024 Board of Directors Study Session

Section:	IV. Approve Minutes
Item:	A. (Action) Approval of Minutes for August 8, 2024 Board of Directors
Study Session	
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Board of Directors Study Session on August 8, 2024



Sage Oak Charter Schools

Minutes

Board of Directors Study Session

Date and Time

Thursday August 8, 2024 at 10:15 AM

Location

Sage Oak Charter Schools

1473 Ford Street, Suite #105

Redlands, CA 92373

Regus- Gateway Chula Vista

333 H Street, Suite 5000

Chula Vista, CA 91910

[Join Zoom Meeting](#)

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Passcode: 629519

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Directors Present

M. Humphrey, P. Matz, W. Hall

Directors Absent

S. Fraire, S. Houle

Guests Present

B. Bookser, E. Horta, K. Prins, K. Woodgrift

I. Opening Items

A. Call the Meeting to Order

W. Hall called a meeting of the board of directors of Sage Oak Charter Schools to order on Thursday Aug 8, 2024 at 10:16 AM.

B. Record Attendance

II. Pledge of Allegiance

A. Led by Board President or designee

W. Hall, Board President, led the meeting in the Pledge of Allegiance.

III. Approve/Adopt Agenda

A. (Action) Approval of August 8, 2024 Board of Directors Study Session

M. Humphrey made a motion to W. Hall, Board President, to approve the agenda for the August 8, 2024, Board of Directors Study Session as presented.

P. Matz seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

M. Humphrey	Aye
P. Matz	Aye
S. Fraire	Absent
W. Hall	Aye
S. Houle	Absent

IV. Approve Minutes

A. (Action) Approval of Minutes for June 13, 2024 Regular Meeting of the Board of Directors

P. Matz made a motion to approve the minutes from Regular Meeting of the Board of Directors on 06-13-24.

M. Humphrey seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

M. Humphrey	Aye
S. Houle	Absent
S. Fraire	Absent
P. Matz	Aye
W. Hall	Aye

B. (Action) Approval of Minutes for June 20, 2024 Regular Meeting of the Board of Directors

M. Humphrey made a motion to approve the minutes from Regular Meeting of the Board of Directors on 06-20-24.

P. Matz seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

P. Matz	Aye
S. Houle	Absent
W. Hall	Aye
S. Fraire	Absent
M. Humphrey	Aye

V. Public Comment - Closed Session

A. Public Comment

There was no public comment regarding Closed Session.

VI. Adjourn to Closed Session

A.

The Board Will Consider and May Act on Any of the Closed Session Matters

P. Matz made a motion to W. Hall, Board President, to adjourn to Closed Session at 10:19 a.m.

M. Humphrey seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

S. Houle	Absent
S. Fraire	Absent
P. Matz	Aye
W. Hall	Aye
M. Humphrey	Aye

VII. Closed Session

A. Closed Session Agenda

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Gov. Code Section 54956.9(d)(1).) *Case No. 2024050757*

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Gov. Code Section 54956.9(d)(1).) *Case No. 2023110892*

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Gov. Code Section 54956.9(d)(1).) *CDE No. S-1144-23/24*

VIII. Reconvene Regular Meeting

A. Report Out Any Action Taken in Closed Session

The Board of Directors Study Session reconvened at 10:36 a.m.

M. Humphrey made a motion to W. Hall, Board President, to settle OAH Case No. 2024050757.

P. Matz seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

W. Hall	Aye
M. Humphrey	Aye
P. Matz	Aye
S. Fraire	Absent
S. Houle	Absent

M. Humphrey made a motion to W. Hall, Board President, to settle OAH Case No. 2023110892.

P. Matz seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

P. Matz	Aye
M. Humphrey	Aye
S. Fraire	Absent
W. Hall	Aye
S. Houle	Absent

IX. Public Comments/Recognition/Reports

A. Public Comment

There was no request for public comment.

X. Consent Agenda

A. Consent- Policy Development

4000 Series- Personnel Services:

4175-SO Salary Advancement Policy

6000 Series- Instruction:

6010-SO Independent Study Policy

M. Humphrey made a motion to W. Hall, Board President, to approve the items listed under the Consent Agenda as presented.

P. Matz seconded the motion.

Items listed under the Consent Agenda are considered routine and will be approved/adopted by a single motion.

The board **VOTED** to approve the motion.

Roll Call

S. Fraire	Absent
M. Humphrey	Aye
S. Houle	Absent
P. Matz	Aye
W. Hall	Aye

XI. Board Governance

A. (Action) Approval of 2024-2025 Board Evaluator Stipend

P. Matz made a motion to W. Hall, Board President, to approve the 2024-2025 Board evaluator stipend as presented.

M. Humphrey seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

P. Matz	Aye
W. Hall	Aye
S. Fraire	Absent
S. Houle	Absent
M. Humphrey	Aye

XII. Business Services

A. (Action) Approval of Sage Oak Charter School Petition for Charter Renewal

P. Matz made a motion to W. Hall, Board President, to approve the Sage Oak Charter School Petition for charter renewal as presented.

M. Humphrey seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

S. Fraire	Absent
S. Houle	Absent
W. Hall	Aye
M. Humphrey	Aye
P. Matz	Aye

B. (Action) Approval of Memorandum of Understanding between Sage Oak Charter School and the Helendale School District

M. Humphrey made a motion to W. Hall, Board President, to approve the Memorandum of Understanding between Sage Oak Charter School and the Helendale School District as presented.

P. Matz seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

S. Fraire	Absent
W. Hall	Aye
P. Matz	Aye
S. Houle	Absent
M. Humphrey	Aye

XIII. Human Resources

A. (Action) Approval of 2024-2025 Superintendent/CEO Evaluation Timeline and Plan

M. Humphrey made a motion to W. Hall, Board President, to approve the 2024-2025 Superintendent/CEO timeline and plan as presented.

P. Matz seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

P. Matz	Aye
S. Houle	Absent
S. Fraire	Absent
W. Hall	Aye
M. Humphrey	Aye

XIV. Oral Presentations**A. Annual Board of Directors' Self-Evaluation**

The Board of Directors appreciates the strong collaboration, clear communication, and focus on student achievement at Sage Oak. They reiterated the importance of a comprehensive selection and onboarding process for new Board members, involving the entire Board and Superintendent/CEO, to ensure team unity and alignment with Sage Oak's mission, vision, and core values. While no immediate action is required, the Board remains open to considering new candidates who fit well with the existing team. After reviewing the Superintendent/CEO succession plan, the Board concluded that the current process is sufficient and that there is no further action at this time. The plan will periodically be reviewed to ensure its continued effectiveness.

B. Sage Oak Charter Schools Strategic Plan 2024-2027 Update

Superintendent Woodgrift provided an update on the 2024-2027 Sage Oak Charter Schools Strategic Plan. Sage Oak, celebrating its 10th year, is centered on "Excellence through Personalized Learning," which aligns with its core values and mission. This year's strategic plan integrates the Local Control and Accountability Plan (LCAP) and the Western Association of Schools and Colleges (WASC) into one unified document, streamlining efforts across the board. Key priorities include improving student success, particularly in math proficiency and English learner progress, enhancing staff professional development, and leveraging AI for data-driven decision-making. A new Leadership Academy was also introduced to develop future leaders within the organization, and initiatives to increase community engagement among students, parents, and staff were discussed.

XV. Calendar**A. Future Meetings**

The next scheduled meeting will be a Regular Meeting of the Board of Directors held on September 12, 2024.

XVI. Closing Items**A. Adjourn Meeting**

M. Humphrey made a motion to W. Hall, Board President, to adjourn the Board of Directors Study session on August 8, 2024.

P. Matz seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

S. Fraire Absent

W. Hall Aye

P. Matz Aye

S. Houle Absent

M. Humphrey Aye

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 11:26 AM.

Respectfully Submitted,

W. Hall

Documents used during the meeting

- BUS Consent - Policy Development_8.8.2024.pdf
- Sage Oak Charter School Petition for Charter Renewal_Final_8.8.2024.pdf
- Memorandum of Understanding between Sage Oak Charter School and the Helendale School District_8.8.2024.pdf
- 2024-2025 Superintendent of Schools_CEO Evaluation Timeline and Plan_8.8.2024.pdf
- Annual Board of Directors' Self-Evaluation_DRAFT_8.8.2024.pdf
- Review_ Superintendent_CEO Succession Plan_8.8.2024.pdf
- Review_ Board Succession Plan_8.8.2024.pdf
- Sage Oak Charter Schools Strategic Plan 2024-2027_8.8.2024.pdf

FOR MORE INFORMATION

For more information concerning this agenda, contact
Sage Oak Charter Schools.

Coversheet

Sage Oak Highlights

Section:	X. Correspondence/Proposals/Reports
Item:	A. Sage Oak Highlights
Purpose:	
Submitted by:	
Related Material:	Sage Oak Highlights_July & August 2024.pdf



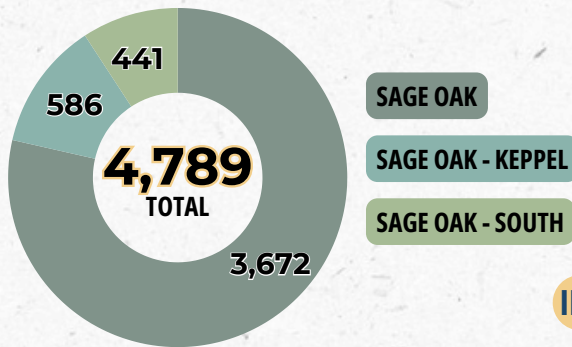
Excellence through Personalized Learning JULY & AUGUST HIGHLIGHTS

2024-25

GOAL #1: STUDENT SUCCESS

To improve academic performance and College and Career Readiness for all students, we will implement comprehensive, grade-appropriate College and Career Readiness programs. This initiative will cultivate the confidence, skills, and spirit of innovation necessary for each student to confidently navigate their unique paths, enabling them to make a meaningful impact in their communities and the world.

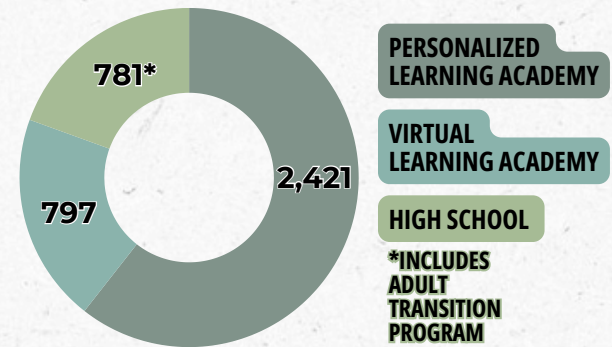
ENROLLMENT BY SCHOOL



4,287
2023 TOTAL ENROLLMENT

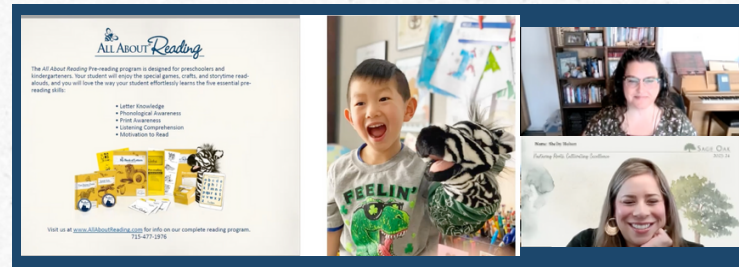
500+
INCREASE FROM 2023-24

ENROLLMENT BY PROGRAM



SAGE OAK VIRTUAL PARENT SUMMIT TRIPLED ATTENDANCE

Over 1,300 participants joined us for a week of impactful professional development at this year's Virtual Parent Summit. We offered 35 sessions, expertly led by top curriculum community provider representatives and our talented Sage Oak teachers and staff. Last year, we hosted 425 participants; this year, we tripled our attendance.



OVER 100 FIELD TRIPS PLANNED FOR THE NEW SCHOOL YEAR

The events team increased our field trips by over 30% this year, resulting in 148 total planned field trips for the 2024-25 school year. Our first semester events and field trips include a range of community-building educational activities like our socials, service opportunities such as the beach cleanup, and career-focused experiences. We continue to provide our Sage Oak students with unique and engaging experiential educational opportunities throughout the counties we serve.



STRENGTHENING SKILLS THROUGH SUMMER INTERVENTION PROGRAM

This summer, over 100 students in grades 3 through 8 participated in our summer intervention program. Students focused on strengthening foundational skills in both English and math with the support of our reading and math specialist.

GOAL #1: STUDENT SUCCESS

To improve academic performance and College and Career Readiness for all students, we will implement comprehensive, grade-appropriate College and Career Readiness programs. This initiative will cultivate the confidence, skills, and spirit of innovation necessary for each student to confidently navigate their unique paths, enabling them to make a meaningful impact in their communities and the world.

PROGRAM FOR ADVANCED AND GIFTED EDUCATION LAUNCHES WITH HIGH ENGAGEMENT

The Program for Advanced and Gifted Education (PAGE), led by Christy Hartman, is off to a promising start. Christy hosted two informative webinars in August, drawing the attendance of over 100 families. We have 60 students who are going to be assessed for PAGE in September. This year PAGE is offering Oakschool classes, 1:1 advising sessions, virtual and in-person meet and greets, guest speakers, parent webinars, and more.



A NEW CHAPTER FOR OAKSCHOOL & EXPLORING NEW PATHWAYS

We're excited to kick off the third year of Oakschool, our dynamic live instruction platform for TK-8th grade students! With over 2,400 enrollments in first-quarter classes, students are participating in 99 diverse course offerings with nearly half centered on various Career Technical Education (CTE) pathways, providing students with the opportunity to explore exciting fields like forensic science, fashion design, podcasting, cooking, movie-making, photography, and more! We look forward to welcoming guest speakers in our CTE-based classes so students can meet professionals in the fields in which they are currently studying.

Fashion & Interior Design Pathway: "Trendsetters & Fashionistas"

This quarter Mrs. Shirlee Fisher is guiding our 3rd-5th grade students on an exciting artistic adventure, where they will dive deep into color theory, design principles, and the creation of original fashion collections. She will be teaching them how to master the art of proportionally drawing a "fashion croquis," a figure sketch that fashion designers use to bring their visionary creations to life.

Arts, Media, & Entertainment Pathway Class Highlight: "Beyond the Snapshot: iPhone Photography"

This quarter Mrs. Eliza Rogan, our middle school art teacher, is set to elevate the photography skills of our 6th-8th grade students by diving into key elements like composition, exposure, lighting, the Rule of Thirds, and more! She will lead hands-on projects where students will use Adobe Photoshop to apply advanced techniques, transforming their photos into stunning works of art.



SUMMER SCHOOL SUCCESS: HIGH SCHOOL STUDENTS INCREASE COURSE COMPLETION RATE

The 2024 high school summer school program had 125 students enrolled. By the end of the program, our students had a 92% course completion rate, an increase of 9% from summer 2023.

Additionally, 38 students enrolled in summer college classes at Crafton Hills Community College. This was our first year extending our Crafton partnership to include summer sessions.

92%

COURSE COMPLETION RATE

9%

INCREASE FROM 2023

GOAL #1: STUDENT SUCCESS

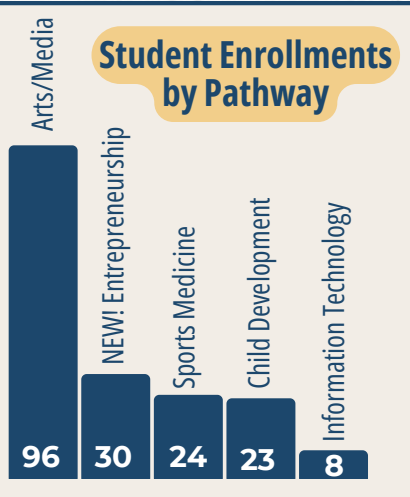
To improve academic performance and College and Career Readiness for all students, we will implement comprehensive, grade-appropriate College and Career Readiness programs. This initiative will cultivate the confidence, skills, and spirit of innovation necessary for each student to confidently navigate their unique paths, enabling them to make a meaningful impact in their communities and the world.

HIGH SCHOOL ADVANCEMENT VIA INDIVIDUAL DETERMINATION (AVID) PROGRAM

This is our certification year for the Advanced Via Individual Determination (AVID) High School program! This year, 34 students are enrolled in AVID 9.



CAREER TECHNICAL EDUCATION PATHWAYS GROW ENROLLMENT & OFFERINGS



Arts, Media, & Entertainment Pathway

We have increased our Arts, Media, and Entertainment opportunities this year by adding an Advanced Placement (AP) Studio course which will serve as a capstone in the pathway. Last year we had a few completers and this year we are expected to triple the number of students completing an AME pathway. Students completed certifications in Adobe Creative Suite, Photoshop, and Illustrator, equipping them with essential industry skills. Lastly, the Art/Drawing Club continues to provide monthly engagement opportunities including drawing contests and other collaborative activities, fostering a creative community among students. The first college tour will be in October!



Sports Medicine Pathway

Students who complete Sports Medicine I will earn certifications in CPR/First Aid. Year two students will complete the HIPAA, blood pathogen, and concussion training. We look forward to exciting field trip opportunities and college visits including a trip to the Kinesiology Lab at Cal State University of San Bernardino (CSUSB). The National Honor Society of Sports Medicine Club will offer additional learning opportunities, such as competitions at California State University, Northridge (CSUN) and seminars at Crypto Arena, ensuring students are well-prepared for future careers.



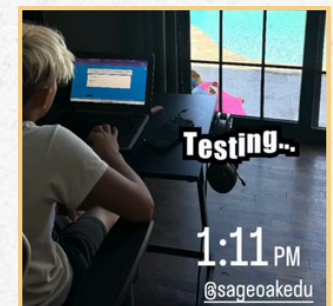
NEW! Entrepreneurship Pathway

We're excited to launch a new Entrepreneurship Pathway at Sage Oak, beginning with Entrepreneurship 1 which will be taught by Brandy Yurkosky. This course will equip students with foundational skills in business planning, innovation, and management, setting the stage for future entrepreneurial success. Students will also have the opportunity to earn industry-recognized certifications and will be able to join the nationally recognized career technical organization Future Business Leaders of America.



ASSESSMENTS UNDERWAY: SHAPING INSTRUCTION

Teachers have completed their local assessment training and are currently administering the i-Ready and Transitional Kindergarten (TK) assessments to all TK-11th graders from August 26th to September 6th. Results will be used to make curriculum choices, drive instruction, set learning goals, and identify students in need of additional support through targeted intervention.



GOAL #2: ENGAGEMENT

In order to enhance student, parent, and staff engagement, we will establish an environment that fosters connectedness and professional growth.

WASC HOME GROUPS

Every staff member is part of a Western Association of Schools and Colleges (WASC) Home Group, each of which is led by our coordinators. Groups were introduced to each other in person at the August Summit. In these initial meetings, we will review our strategic goals and analyze data on demographics and academic performance. This initial feedback is instrumental, as everyone plays a crucial role in evaluating our strategic plan, Local Control Accountability Plan (LCAP) goals, and WASC achievements.



CASC PARTICIPANTS SET TO GRADUATE

We are incredibly proud of our Clear Administrative Services Credential (CASC) participants who are entering their final semester of the two-year program and will graduate with their Administrative Services Credential in December:

- Candice Coffey, Assistant Superintendent of Human Resources
- Chelsey Anema, Personalized Learning Academy Principal
- Lana Beshara, Virtual Learning Academy Principal
- Kiley Duncan, Personalized Learning Academy Assistant Principal
- Chenin Northgrave, Student Services Coordinator
- Jodi Cope, Director of Operations and Accountability



Additionally, Mary Hizon-Berry, Virtual Learning Academy Coordinator; Kate Bayless, High School Coordinator; Laura Glaviano, High School Assistant Principal; and Jen Gibson, Curriculum Coordinator, are entering their second year of the program and will graduate in June 2025. We are also excited to announce that Nicole Case, PLA Assistant Principal, has been accepted into the CASC program and has begun the two-year process to obtain her Clear Administrative Services Credential.

BUILDING A LEADERSHIP LEGACY

Superintendent Krista Woodgrift facilitated the first session of the Sage Oak Leadership Academy on August 5th. This initiative aims to build a strong leadership pipeline within our organization, with eight participants who are either new to Sage Oak leadership roles this year or last year. Each session is divided into two parts: Leadership and Operational Logistics. In this first session, the leadership focus was on teamwork. Staff evaluations and staff accountability using the FRISK process were led by Candice Coffey, Assistant Superintendent of Human Resources. We are excited to see how this program will shape our future leaders!



SAGE MILESTONES: HONORING STAFF'S YEARS OF SERVICE

We introduced our new work anniversary program, Sage Milestones, at our August summit to celebrate the longevity of Sage Oak staff members. By recognizing milestones at 1, 3, 5, and 10 years of service, Sage Milestones honors the commitment of our team. Pinning ceremonies at both our August and March summits foster a sense of recognition and pride among our staff. We also introduced the new Flexible Spending Account (FSA) wellness benefit that was board-approved in March 2024, which will provide employees with up to \$300 to support their health and wellness goals through various eligible spending options.



[CLICK HERE](#)

to view full list of staff members celebrating milestones right now!

GOAL #2: ENGAGEMENT

In order to enhance student, parent, and staff engagement, we will establish an environment that fosters connectedness and professional growth.

SOCIAL-EMOTIONAL LEARNING EXPANDS TO OAKSCHOOL

In an effort to increase access to social and emotional resources for our students, we are welcoming the counseling team to teach classes on the Oakschool platform! Allie Whalen is offering courses targeting growth mindset for TK- 5th and executive functions skills for our middle school students. Each course has over 30 students enrolled. Courses will be offered in all four quarters.



TRAINING FOR BENCHMARK SUCCESS

We conducted a three-hour training session on 'Step Up to Writing' for our Virtual Learning Academy teachers. The training focused on exploring writing strategies specifically tailored for vertical alignment, with the goal of preparing our teachers for the upcoming writing benchmarks. We have carefully mapped out our writing instruction plan and are eager to see how our students will excel in this area.



PROGRAM FOR ADVANCED AND GIFTED EDUCATION PARENT GROUP

In response to multiple parent requests, we have created a private Facebook parent group for Program for Advanced and Gifted Education (P.A.G.E.) parents. The goal of the group is to provide a place where parents can share ideas, ask questions, and create community. About a third of the P.A.G.E. parents have joined the group so far. We hope to see this group grow over the next few months!

STAFF RETENTION RATES

Our retention rate is currently at 96%! This is more than a 4% increase from this same time last year at 92%.



PROFESSIONAL DEVELOPMENT

All Staff August Summit Celebrates 10th Year of Sage Oak

On August 19th-20th, 2024, Sage Oak teachers and staff came together to kick off and commemorate our tenth annual Sage Oak Staff Summit. It was a full day of connection, collaboration, and excitement. The focus of the Summit was on the progress we have made together as well as looking ahead through the lens of our three strategic goals. From the keynote presentation to the breakout sessions, the entire program centered around the goals and actions that we will take to continue demonstrating excellence through personalized learning at Sage Oak.



[CLICK HERE TO PLAY](#)

BUSINESS SERVICES

Information Technology Director, Brad Bookser, and Technology Training Manager, Jenn Ortiz, presented at the on the importance of prioritizing projects and gaining stakeholder buy-in at the **San Diego County Office of Education (SDCOE) Virtual Project Management Conference**. They highlighted strategies for effective stakeholder engagement and introduced the priority matrix, a tool for aligning projects with strategic goals.

GOAL #2: ENGAGEMENT

In order to enhance student, parent, and staff engagement, we will establish an environment that fosters connectedness and professional growth.

PROFESSIONAL DEVELOPMENT

EDUCATION SERVICES

All three program principals and assistant principals, Chelsey Anema, Lana Beshara, Traci King, Kiley Duncan, Nicole Case, Carleen Maurer, and Laura Glaviano, learned more about the implementation of a "Career Connected School" at the **Unconventional Conference: Connect the Work** from July 16th-18th.



Two Virtual Learning Academy teachers, six high school teachers, and the assistant principal of the Virtual Learning Academy learned specific Advancement Via Individual Determination (AVID) strategies at the **AVID Ignite Conference** that promote critical thinking, collaboration, and academic success and preparation for college and career.



Over the summer, the special education administrative team developed a **new training series designed to support new Sage Oak special education teachers**. Additionally, we created a **training series focused on writing Individualized Education Plans (IEPs)** to ensure compliance with IEP development. All staff will participate in this training this fall.



Our new mild/moderate teachers and paraprofessionals completed the **Orton Gillingham training**, equipping them with evidence-based strategies for teaching reading to students with diverse learning needs.

OPERATIONS & ACCOUNTABILITY

On August 26th, Nicole Rosales participated in the **Student Records Workshop organized by the San Bernardino County Superintendent of Schools** to ensure our practices remain up-to-date. The workshop covered topics including cumulative files, access to records, review of custodial and non-custodial parent rights, enrollment and residency, special education files, and recent laws concerning student records.

Larry King, Senior Director of Outreach and Development, attended the **Small Schools' District Association (SSDA) conference**, where the focus was on leadership development and building networks among small school district leaders. During the conference, Larry connected with Senator Joshua Newman, a key advocate for education in the California State Senate, known for his work in supporting equitable funding for small and rural school districts.



HUMAN RESOURCES

On July 11th and 18th, members of the human resources leadership team participated in two **FRISK (Facts, Rules, Impact, Suggestions, Knowledge) trainings** through Atkinson Andelson Loya Ruud (AALRR). These trainings covered how to effectively communicate with an employee about the contents of the FRISK document so as to influence the employee to improve their performance or conduct. Also through AALRR, Kerry Cody and Yvette Quillopo attended a **Title IX training** on July 31st, which reviewed the updated legislative changes to Title IX and key items that will now need to be addressed by school organizations.

GOAL #2: ENGAGEMENT

In order to enhance student, parent, and staff engagement, we will establish an environment that fosters connectedness and professional growth.

PROFESSIONAL DEVELOPMENT

HUMAN RESOURCES

On August 20th, Kerry Cody and Vanessa Moreno attended a Certification and Assignments at Charter Schools Workshop hosted by **San Bernardino County Superintendent of Schools Credential Services** that reviewed assignment monitoring, legislation, and regulation updates, credentials, emergency permits, and waivers.

GOAL #3: SMART LEARNING SYSTEMS

Leverage technologies, specifically Artificial Intelligence, to enhance data-driven decision-making, automate routine operational processes, and provide personalized learning pathways for students, thereby establishing scalable systems that ensure long-term sustainability, promote academic growth, and increase operational efficiency.

CUSTOM TOOLS DEVELOPMENT

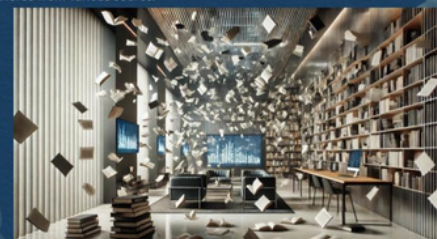
We are excited to introduce the Sage Oak Custom Tools Suite for the 2024-2025 school year. This comprehensive collection of applications, along with the new Sage Oak online portal, is designed to centralize and streamline operations for our teachers and staff. The suite includes tools that help manage student testing, intervention data, special education assessments, vendors, and access to custom resources such as bulk purchase order creation. Together, these tools provide a more efficient and personalized way to access essential information and streamline daily tasks.

DATA LAKE

The Sage Oak data lake is in the final stages of development. We are working to create custom dashboards that will provide insights into student achievement. These efforts demonstrate our commitment to optimizing data management for better decision-making and improved student outcomes.

Data Collection: Gathering the Books

Data is gathered from various source.



SAGEOAK.AI

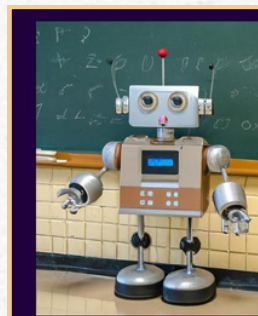
We are expanding the SageOak.AI portal to include special education and purchasing order custom chatbots, an expanded interface, and a discussion board for sharing insights on artificial intelligence (AI) in education. These updates are designed to enhance user experience, foster engagement, and support the integration of AI tools at Sage Oak.

Connect with the Sage Oak chatbots designed to assist you with finding answers to questions, FAQs, and personalized support around the clock.



ARTIFICIAL INTELLIGENCE (AI)

Traci King, AI Committee Chair, and Kate Bayless, AI Committee member, presented at the Sage Oak Summit about AI and Academic Integrity. During the presentation and round table discussions, alternative assessments were highlighted such as oral reports to accompany written essays. Teachers were also introduced to Chat for Schools and how to make a personalized AI tutor for their students.



Implementing Safe AI Literacy at Sage Oak

- Magic School
- Magic Student
- Chat for Schools
- SageOak.AI

GOAL #1: STUDENT SUCCESS

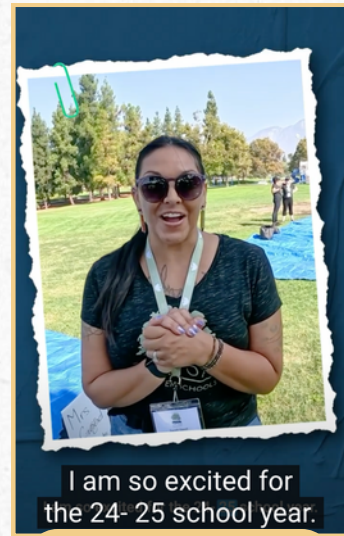
Back to School Socials

In August, the Virtual Learning Academy hosted a back-to-school social for all Virtual Learning Academy students to connect with fellow classmates, meet their teachers before the first day of school, participate in fun activities and crafts, and take school photos.

In September, the Personalized Learning Academy is thrilled to host nine back-to-school socials across Southern California! These events will be packed with opportunities for families to connect with local community vendors and discover the amazing services they offer. Students can get their school pictures taken, make crafts like vision boards and bookmarks, set inspiring goals for the year, and enjoy a variety of fun games designed to bring our community closer together.

Middle School

We are thrilled to bring on Lauren Holman as our new Middle School Coordinator. One of her goals is to build a community and provide more opportunities for our middle school students. As such, we will host our first-ever middle school hangout at Bolsa Chica Beach for students in grades 6th-8th. Additionally, we will launch a Middle School Associated Student Body (ASB) with Future Ambassadors this September!



[CLICK HERE TO PLAY](#)

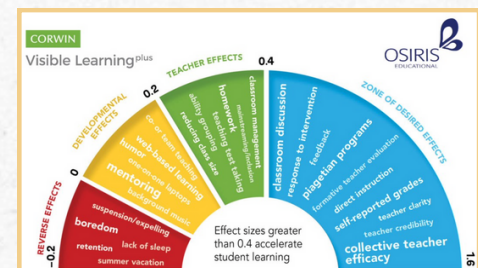
High School

Our Career Technical Education (CTE) students in our Arts Academy, Child Development, and Creative Writing pathways are all invited to the Orange County Children's Book Festival held at Orange Coast College in September.

GOAL #2: ENGAGEMENT

Instructional Strategies Rooted in Research-Based Practices

Our team has been actively participating in various webinars and developing a comprehensive framework to deliver professional development to all of our synchronous teachers, focusing on research-based instructional strategies. This year, we are prioritizing strategies inspired by John Hattie's work. Our first professional development session will take place on October 2nd, where we will introduce some of these evidence-based approaches to our staff to enhance instructional effectiveness and student outcomes.



Huntington Beach Clean-Up Community Service Project

To commemorate the 40th anniversary of California Coastal Day, all three of our programs are coming together for a meaningful service project at Huntington Beach on Friday, September 20th. This collaborative effort will not only help preserve our beautiful coastline but also provide our students with a hands-on opportunity to engage in environmental stewardship.



[CLICK TO PLAY](#)

GOAL #2: ENGAGEMENT

Human Resources Employee Recognition Program: Sage Milestones

The human resources department is also working on a work anniversary program, Sage Milestones, by creating a curated catalog to celebrate the longevity of our staff members.

Community Outreach Initiatives: Authorizers & Networking

Larry King and Laura Bookser will be attending board meetings in September with our authorizers, Helendale School District, Warner Unified, and Keppel Union. In October, Larry will attend the APLUS+ council meeting and conference and network with our local legislative and county offices of education.

GOAL #3: SMART LEARNING SYSTEMS

Strategic Budget

The Business Services Department is leading the development of the 2025-26 strategic budget. This process involves updating programs and estimating enrollment for each one. The budget is being created with a focus on aligning staffing and resource allocation with the goals outlined in the school's consolidated WASC, LCAP, and strategic plan. The fiscal team has scheduled budget meetings throughout the year and will begin the first interim budget meetings in October.

Operations & Accountability: Local Control and Accountability Plan (LCAP) Strategic Planning

The Operations and Accountability leadership team is piloting the new LCAP and Strategic Planning platform with Parsec Education, called Clarity. It will kick off with in-person training and then regular meetings to learn how to fully utilize the tool.

Coversheet

Budget/Fiscal Update

Section:	X. Correspondence/Proposals/Reports
Item:	B. Budget/Fiscal Update
Purpose:	
Submitted by:	
Related Material:	Budget_Fiscal Update_9.12.2024.pdf



SAGE OAK
CHARTER SCHOOLS

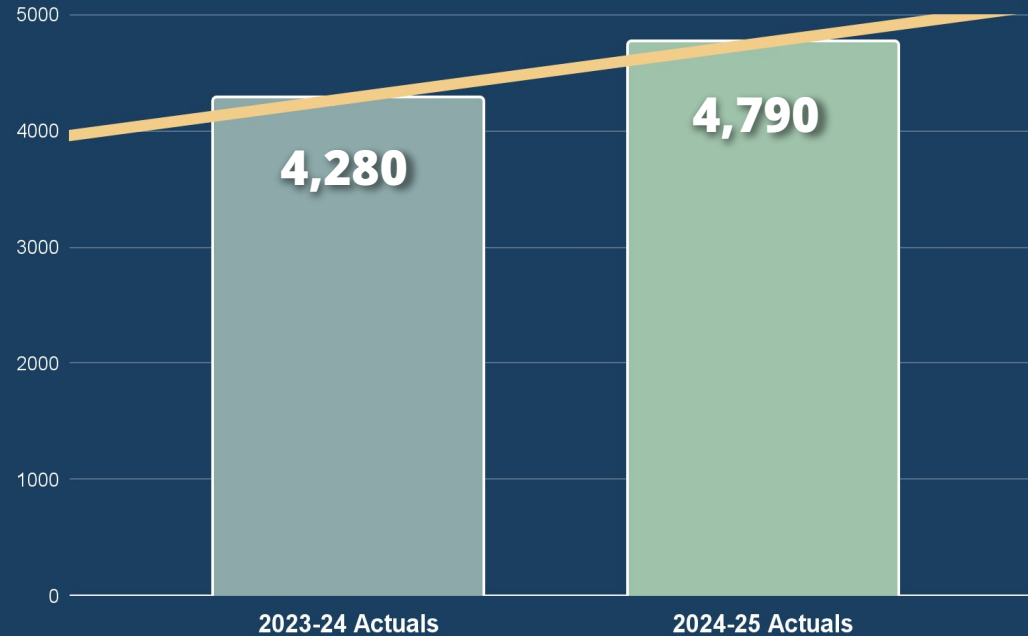
Budget/Fiscal Update

September 12, 2024



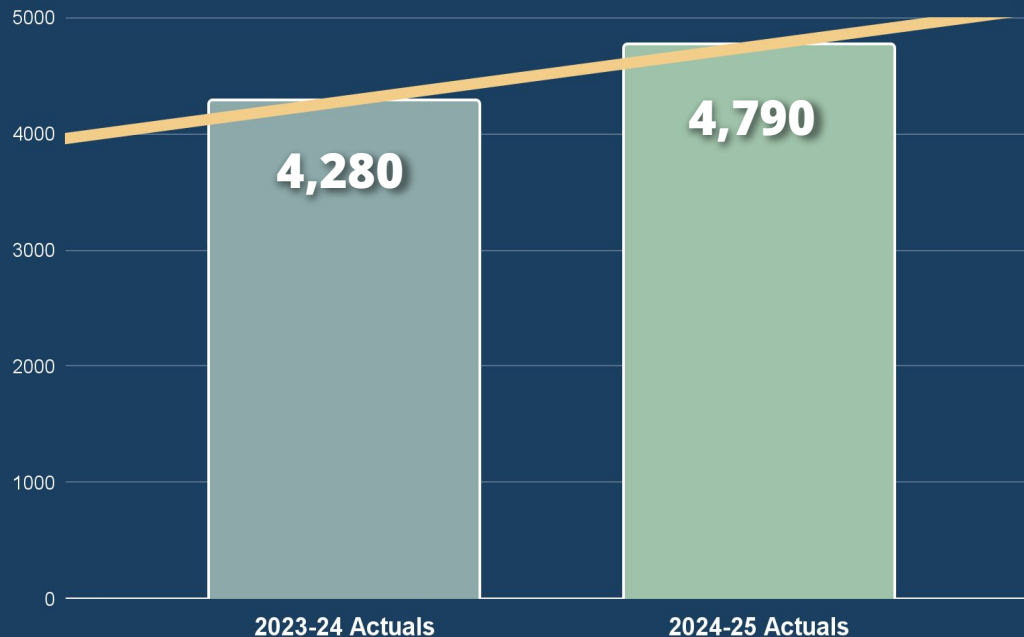


Enrollment Growth



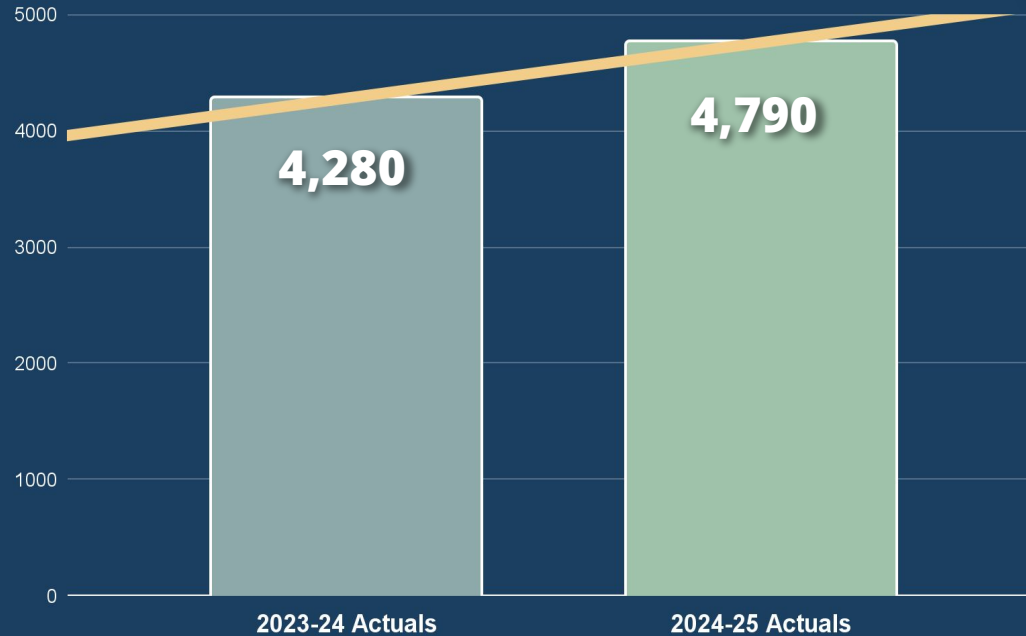


Enrollment Growth



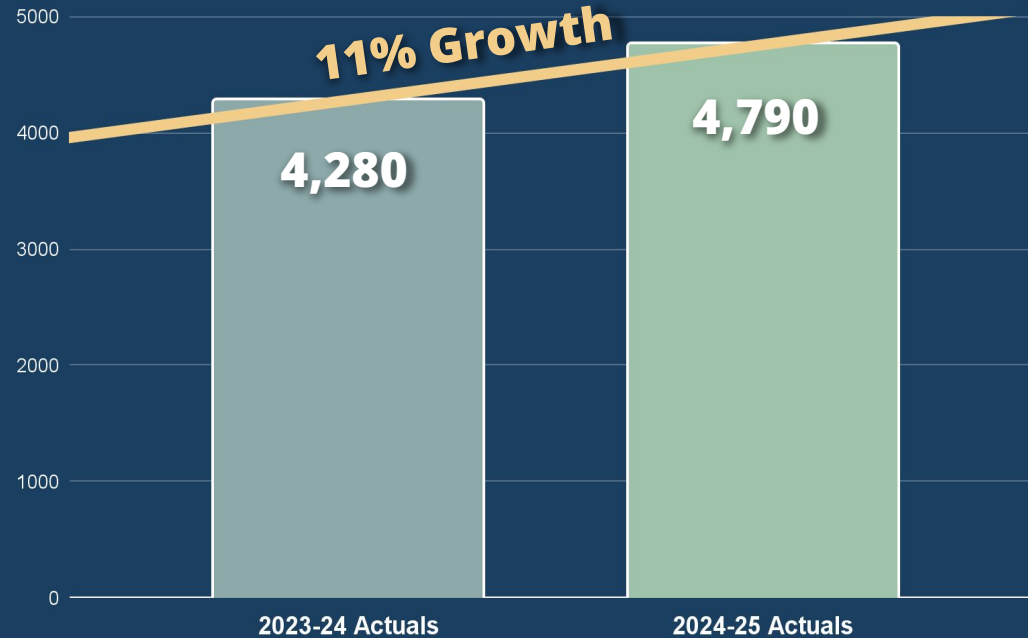


Enrollment Growth





Enrollment Growth





Changes since July

Trailer bill language impacts

Sage Oak's Budget alignment with Adopted State Budget bills

- COLA at 1.07% to our LCFF (Local Control Funding Formula)
 - This is an increase from the 0.82% factor applied to the July adopted budget.



What's next?

Working in the three fiscal year budget cycle

- 2023-24 Unaudited actuals
- 2023-24 Audit
- 2024-25 First Interim Budget
 - Department reviews & analysis
 - Actuals at the month end 10/31
- 2025-26 Strategic Budget underway

Coversheet

2022-2023 Teacher Assignment Monitoring Outcome

Section:	X. Correspondence/Proposals/Reports
Item:	C. 2022-2023 Teacher Assignment Monitoring Outcome
Purpose:	
Submitted by:	
Related Material:	2022-2023 Teacher Assignment Monitoring Outcome_9.12.2024.pdf



Teacher Assignment Monitoring Outcome (TAMO)

2022/23 Results

Board of Directors Meeting – September 2024

44865

A valid teaching credential issued by the State Board or the Commission on Teacher Credentialing, based on a bachelor's degree, student teaching, and special fitness to perform, shall be deemed qualifying for assignment as a teacher in the following assignments, provided that the assignment of a teacher to a position for which qualifications are prescribed by this section shall be made only with the consent of the teacher:

- (a) Home teacher.
- (b) Classes organized primarily for adults.
- (c) Hospital classes.
- (d) Necessary small high schools.
- (e) Continuation schools.
- (f) Alternative schools.
- (g) Opportunity schools.
- (h) Juvenile court schools.
- (i) County community schools.
- (j) District community day schools.
- (k) Independent study.

44865

A valid teaching credential issued by the State Board or the Commission on Teacher Credentialing, based on a bachelor's degree, student teaching, and special fitness to perform, shall be deemed qualifying for assignment as a teacher in the following assignments, provided that the assignment of a teacher to a position for which qualifications are prescribed by this section shall be made only with the consent of the teacher:

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- (f) Alternative schools.
- (g) Opportunity schools.
- (h) Juvenile court schools.
- (i) County community schools.
- (j) District community day schools.
- (k) Independent study.



2022/23 Results: Sage Oak Charter School

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Sage Oak Charter	144.0	88.8%	10.2%	0.7%	0.0%	0.1%	0.0%	0.3%
Helendale Elementary	327.3	80.2%	16.4%	1.8%	0.7%	0.6%	0.0%	0.3%
San Bernardino	18,391.0	83.4%	4.7%	1.6%	4.8%	4.8%	0.3%	0.4%
Statewide	277,698.0	83.2%	4.2%	2.0%	5.4%	4.7%	0.3%	0.2%



2022/23 Results: Sage Oak Charter School

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Sage Oak Charter	144.0	88.8%	10.2%	0.7%	0.0%	0.1%	0.0%	0.3%
Helendale Elementary	327.3	80.2%	16.4%	1.8%	0.7%	0.6%	0.0%	0.3%
San Bernardino	18,391.0	83.4%	4.7%	1.6%	4.8%	4.8%	0.3%	0.4%
Statewide	277,698.0	83.2%	4.2%	2.0%	5.4%	4.7%	0.3%	0.2%



2022/23 Results: Sage Oak Charter School - Keppel

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Sage Oak Charter School- Keppel	88.7	87.7%	10.6%	1.1%	0.0%	0.1%	0.0%	0.5%
Keppel Union Elementary	200.7	86.1%	4.7%	2.0%	7.0%	0.0%	0.0%	0.2%
Los Angeles	62,342.0	84.1%	4.0%	2.3%	5.2%	4.0%	0.3%	0.1%
Statewide	277,698.0	83.2%	4.2%	2.0%	5.4%	4.7%	0.3%	0.2%



2022/23 Results: Sage Oak Charter School - Keppel

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Sage Oak Charter School- Keppel	88.7	87.7%	10.6%	1.1%	0.0%	0.1%	0.0%	0.5%
Keppel Union Elementary	200.7	86.1%	4.7%	2.0%	7.0%	0.0%	0.0%	0.2%
Los Angeles	62,342.0	84.1%	4.0%	2.3%	5.2%	4.0%	0.3%	0.1%
Statewide	277,698.0	83.2%	4.2%	2.0%	5.4%	4.7%	0.3%	0.2%



2022/23 Results: Sage Oak Charter School - South

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Sage Oak Charter School - South	69.5	85.9%	13.7%	0.0%	0.0%	0.1%	0.0%	0.4%
Warner Unified	202.8	73.6%	23.4%	0.0%	0.5%	1.7%	0.1%	0.7%
San Diego	23,206.4	86.0%	4.8%	0.9%	3.1%	4.6%	0.5%	0.1%
Statewide	277,698.0	83.2%	4.2%	2.0%	5.4%	4.7%	0.3%	0.2%



2022/23 Results: Sage Oak Charter School - South

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Sage Oak Charter School - South	69.5	85.9%	13.7%	0.0%	0.0%	0.1%	0.0%	0.4%
Warner Unified	202.8	73.6%	23.4%	0.0%	0.5%	1.7%	0.1%	0.7%
San Diego	23,206.4	86.0%	4.8%	0.9%	3.1%	4.6%	0.5%	0.1%
Statewide	277,698.0	83.2%	4.2%	2.0%	5.4%	4.7%	0.3%	0.2%



Thank you!

Coversheet

CliftonLarsonAllen LLP (CLA) Governance Entrance Letter

Section:	X. Correspondence/Proposals/Reports
Item:	D. CliftonLarsonAllen LLP (CLA) Governance Entrance Letter
Purpose:	
Submitted by:	
Related Material:	CliftonLarsonAllen LLP (CLA) Governance Entrance Letter_9.12.2024.pdf



CliftonLarsonAllen LLP

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Glendora, CA 91740

phone 626.857.7300 fax 626.857.7302
CLAconnect.com

June 10, 2024

To the Board and Management of
Sage Oak Charter Schools

We are engaged to audit the financial statements of Sage Oak Charter Schools as of and for the year ended June 30, 2024. Professional standards require that we communicate to you the following information related to our audit. We will contact you to schedule a meeting to discuss this information since a two-way dialogue can provide valuable information for the audit process. We ask if you have any questions or need clarification to any of email the following: Wade.McMullen@claconnect.com, Derrick.Debruyne@claconnect.com, Lili.Huang@claconnect.com, Marlen.Gomez@claconnect.com.

Deadline, Timelines and Meetings

Audit reports must be filed with the CDE, the State Controller's Office (SCO), the local County Superintendent of Schools, and, if applicable, the chartering entity, by **December 15** of each year.

To file the report on or before the December 15, 2024 state deadline:

- Spring interim and final field work will be scheduled with assistance from management and interim deadlines will be established.
- We will schedule an interim exit meeting with management and certain members of governance to discuss any audit issues. This will ensure that all interim audit work and personnel interviews are complete by **August 1, 2024**. We will also use this meeting to revisit and re-confirm final audit fieldwork dates and the governance meeting date to review the audit draft.
- Final fieldwork scheduling dates will need to be prior to **October 31, 2024**, if possible. If final fieldwork dates are scheduled after this date, all information requested must be received by **October 31, 2024**.
- We request that basic financial information (**trial balance and general ledger as of June 30, 2024 and general ledger for the next fiscal year**) be transmitted to us no later than August 12, 2024. Earlier transmittal is strongly encouraged.
- In order to file the report on or before the December 15 state deadline, **all audit information requests made prior to October 20, 2024 should be received no later than October 31, 2024**. This will allow us the time needed to complete the audit and submit our working-papers to our national assurance quality control team.

If a *significant amount* of the audit information requests are not received by the specified dates, we will send a letter to Board and Management specifying the extent of outstanding information and possibly recommend notifying Sage Oak Charter Schools's authorizer that an audit report filing extension to **January 31, 2025** is needed. **The decision to apply for this extension is solely the responsibility of Sage Oak Charter Schools's Board and Management.**

Our responsibility under Auditing Standards Generally Accepted in the United States of America and Government Auditing Standards***Financial statements, internal control, and compliance***

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit.

Those standards also require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under U.S. GAAS and *Government Auditing Standards*.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.
- Form and express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America.
- Plan and perform the audit to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the

aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

- Perform, as part of obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, tests of the entity's compliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our tests is not to provide an opinion on compliance with such provisions and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.
- Provide a report (which does not include an opinion) on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.
- Communicate significant matters related to the financial statement audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.
- Communicate circumstances that affect the form and content of the auditors' report.
- Communicating any matters relevant to compliance with the *California State K-12 Audit Guide*.

Our responsibility under Auditing Standards Generally Accepted in the United States of America, *Government Auditing Standards*, and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Financial statements, internal control, and compliance

If it is determined that Sage Oak Charter Schools has expended more than \$750,000 in federal funds during the course of the year being audited, the additional following responsibilities apply:

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS); the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). In addition to the Auditing Standards Generally Accepted in the United States of America and *Government Auditing Standards*, we will:

- Obtain an understanding of internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control over compliance that we identify during the audit that are required to be communicated.

- Plan and perform the audit to obtain reasonable assurance about whether material noncompliance with the applicable compliance requirements occurred. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. Material noncompliance can arise from fraud or error and is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report.
- Perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with the direct and material compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.
- Consider internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with the Uniform Guidance.
- Perform tests of transactions and other applicable procedures described in the “OMB Compliance Supplement” for the types of compliance requirements that could have a direct and material effect on each of the entity’s major programs. The purpose of these procedures will be to express an opinion on the entity’s compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance. While our audit will provide a reasonable basis for our opinion, it will not provide a legal determination on the entity’s compliance with those requirements.
- Provide a report on internal control over compliance related to major programs and express an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.
- Our responsibility for the schedule of expenditures of federal awards (SEFA) accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the SEFA in relation to the financial statements as a whole and to report on whether the SEFA is fairly stated, in all material respects, in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the SEFA to determine whether the SEFA complies with the requirements of the Uniform Guidance, the method of preparing it has not changed from the prior period, and the SEFA is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the SEFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Our audit of the financial statements does not relieve you or management of your responsibilities.

We gave significant consideration to assisting management with the preparation of the financial statements to be provided, which may reasonably be thought to bear on independence, in reaching the conclusion that independence has not been impaired.

Supplementary information in relation to the financial statements as a whole

Because we were engaged to report on the supplementary information accompanying the financial statements, our responsibility for other supplementary information accompanying the financial statements, as described by professional standards, is to evaluate the presentation of the supplementary information in relation to the financial statements as a whole and to report on whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the information to determine whether the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Planned scope and timing of the audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit of the financial statements will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters may be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Revenue recognition
- Management override of controls

As a result of unexpected events, changes in conditions, or the audit evidence obtained from the results of audit procedures performed, we may need to modify the overall audit strategy and audit plan and, thereby, the resulting planned nature, timing, and extent of further audit procedures, based on the revised consideration of assessed risks.

We expect to begin our audit in the Spring of 2024 and issue our report no later than December 15, 2024.

Other planning matters

Recognizing the importance of two-way communication, we encourage you to provide us with information you consider relevant to the audit. This may include, but is not limited to, the following items:

- Your views about the following matters:
 - The appropriate person(s) in the entity's governance structure with whom we should communicate.
 - The allocation of responsibilities between those charged with governance and management.
 - The entity's objectives and strategies and the related business risks that may result in material misstatements.
 - Matters you believe warrant particular attention during the audit and any areas for which you request additional procedures to be undertaken.
 - Significant communications between the entity and regulators.
 - Other matters you believe are relevant to the audit of the financial statements.
- The attitudes, awareness, and actions of those charged with governance concerning (a) the entity's internal control and its importance in the entity, including how those charged with governance oversee the effectiveness of internal control, and (b) the detection or the possibility of fraud.
- The actions of those charged with governance in response to developments in law, accounting standards, corporate governance practices, and other related matters, and the effects of such developments on, for example, the overall presentation, structure, and content of the financial statements, including the following:
 - The relevance, reliability, comparability, and understandability of the information presented in the financial statements.
 - Whether all required information has been included in the financial statements, and whether such information has been appropriately classified, aggregated or disaggregated, and presented.
- The actions of those charged with governance in response to previous communications with the auditor.
- Your understanding of the risks of fraud and the controls in place to prevent and detect fraud, including your views on the following matters:
 - The “tone at the top” conveyed by management.

- The risk that the entity's financial statements or schedule of expenditures of federal awards might be materially misstated due to fraud.
- Programs and controls that the entity has established to mitigate identified fraud risks or that otherwise help to prevent, deter, and detect fraud.
- How and how often you review the entity's policies on fraud prevention and detection.
- If a fraud hotline is in place, how it is monitored and how you are notified of allegations or concerns.
- How you exercise oversight of management's processes for identifying and responding to the risks of fraud and the programs and controls management has established to mitigate those risks.
- The risks of fraud at the entity, including any specific fraud risks the entity has identified or account balances, classes of transactions, or disclosures for which a risk of fraud may be likely to exist.
- Examples of fraud-related discussions management has had with you.
- Any actual or suspected fraud affecting the entity or its federal award programs that you are aware of, including measures taken to address the fraud.
- Any allegations of fraud or suspected fraud (e.g., received in communications from employees, former employees, grantors, regulators, or others) that you are aware of.
- Any knowledge of possible or actual policy violations or abuses of broad programs and controls occurring during the period being audited or the subsequent period.
- Any accounting policies or procedures applied to smooth earnings, meet debt covenants, minimize taxes, or achieve budget, bonus, or other financial targets that you are aware of; and whether you are aware of any accounting policies that you consider aggressive.
- How you oversee the entity's (1) compliance with laws, regulations, and provisions of contracts and grant agreements, (2) policies relative to the prevention of noncompliance and illegal acts, and (3) use of directives (for example, a code of ethics) and periodic representations obtained from management-level employees about compliance with laws, regulations, and provisions of contracts and grant agreements.
- Whether you are aware of any noncompliance with laws, regulations, contracts, and grant agreements, including measures taken to address the noncompliance.
- If the entity uses a service organization, your knowledge of any fraud, noncompliance, or uncorrected misstatements affecting the entity's financial statements or federal award programs reported by the service organization or otherwise known to you.

* * *

This communication is intended solely for the information and use of the Board of Directors and management of Sage Oak Charter Schools and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

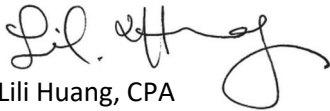
CliftonLarsonAllen LLP



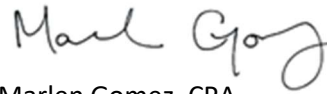
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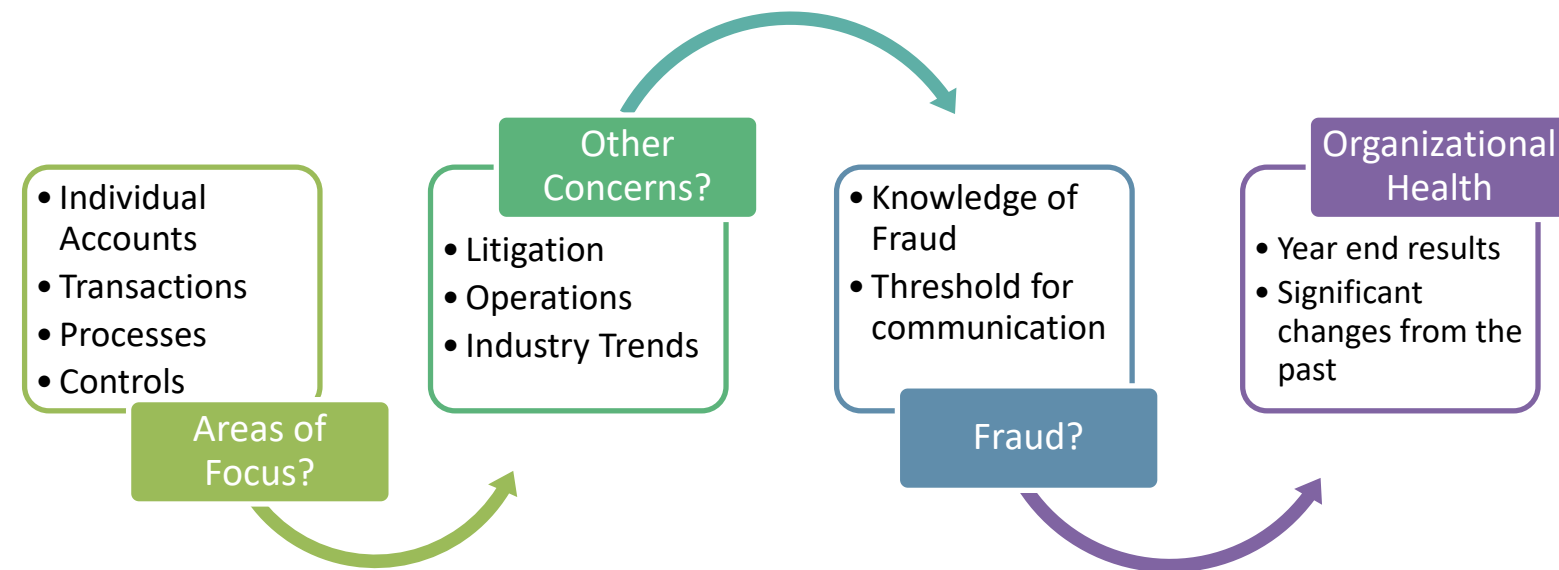
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Create Opportunities
We promise to know you and help you.

Governance and Management



Ask us how we can help you with:

- CARES Act Funding and applicable Single Audit
- New accounting system
- Digital Analytics and Data

Resource Tools

CLACONNECT:

<https://www.clacconnect.com/industries/nonprofit#Resources>

Charter School Audit Guide: <http://eaap.ca.gov/>

OMB Compliance Supplement:

<https://www.whitehouse.gov/omb/office-federal-financial-management/>

CDE Revenue Funding: <https://www.cde.ca.gov/fg/fo/fr/>

Implementing best practices

- Observation: Changes in personnel and operations have focused more attention on processes and procedures.
- Recommendation: CLA business opportunity assessment to analyze your structure, process and systems.

Cybersecurity and risk management

- Observation: Cyber attacks are a prevalent threat and constantly evolving.
- Recommendation: CLA professionals can analyze key aspects of cybersecurity and make specific recommendations for your organization.

Financial planning and wealth management

- Observation: High 401(k) fees
- Recommendation: CLA Retirement Plan Diagnostic with CLA Wealth Advisor



CLACONNECT.COM

WEALTH ADVISORY
OUTSOURCING
AUDIT, TAX, AND
CONSULTING



Coversheet

Consent- Business Services

Section: XI. Consent Agenda
Item: A. Consent- Business Services

Purpose:
Submitted by:

Related Material:

BUS Consent - Business Services_9.12.2024.pdf
Check Register_June 2024_9.12.2024.pdf
Check Register_July 2024_9.12.2024.pdf
Check Register_August 2024_9.12.2024.pdf
Report of Investment Activity_August 2024_9.12.2024.pdf
Instructure Services Order Form #Q-355637_9.12.2024.pdf
Intellinetics, Inc. dba YellowFolder Proposal for Data Migration #2021435_9.12.2024.pdf
R C Steward Corp Proposal_9.12.2024.pdf
Document Tracking Services, LLC (DTS) Licensing Agreement_9.12.2024.pdf
OC Audio Visual Solutions Invoice_9.12.2024.pdf
CloudHesive Independent Consulting Agreement_9.12.2024.pdf
Encore Quote #2646-1821_9.12.2024.pdf
Tabor Storage Solutions, LLC Proposal_9.12.2024.pdf
2024-2025 Hatch & Cesario Legal Services Agreement_9.12.2024.pdf
Google Workspace for Education Student Enrollment Verification Letter_9.12.2024.pdf
JW Marriott Addendum_9.12.2024.pdf
Goldy S. Lewis Community Center Permit #R21749_9.12.2024.pdf
Hapara Quote_9.12.2024.pdf
Courtyard by Marriott Letter of Agreement_9.12.2024.pdf
Mobile Beacon Agreement_9.12.2024.pdf
Centerpoint Church Facility Use Request_9.12.2024.pdf
UPS Carrier Agreement_9.12.2024.pdf
FedEx Transportation Services Agreement_9.12.2024.pdf
ClickUp Order Form_9.12.2024.pdf
U-Haul Corporate Account Agreement and Terms & Conditions_9.12.2024.pdf
Sage Intacct, Inc. Agreement_9.12.2024.pdf
Evolve Media Statement of Work_9.12.2024.pdf
Skill Struck Chat for Schools Quote_9.12.2024.pdf
School Services of California, Inc. Agreement_9.12.2024.pdf
Pepper & Olive Letter of Agreement_9.12.2024.pdf
Ponte Estate Event Contract_9.12.2024.pdf
Ponte Estate Group Booking Agreement_9.12.2024.pdf

SAGE OAK CHARTER SCHOOLS

Regular Meeting of the Board of Directors September 12, 2024

BUS Consent Items - Business Services

Items listed under Consent are considered routine and will be approved/adopted by a single motion.

1. **Item: Check Register - June 2024**
2. **Item: Check Register - July 2024**
3. **Item: Check Register - August 2024**
4. **Item: Report of Investment Activity - July 2024**
5. **Item: Ratification of Instructure Services Order Form #Q-355637-6 (Consulting)**

Background:

Sage Oak Charter Schools is requesting the Board ratify the Instructure Service Order form for the 2023-2024 school year. The consulting services support the IT team in integrating Clever and Canvas to automate student account setup. This includes technical consulting for automating Canvas student account rostering, managing administrative access, and training the IT management team. The goal is to streamline student account management, enhance administrative controls, and equip the IT team with the skills to maintain and optimize the integration, improving overall efficiency and effectiveness in managing the school's technology infrastructure. The expense was approved per Sage Oak Charter Schools' Fiscal Policy.

Recommendation:

It is recommended the Board ratify the Instructure Service Order Form as presented.

6. **Item: Ratification of Intellinetics, Inc. dba YellowFolder Proposal for Data Migration #2021435**

Background:

Sage Oak Charter Schools is requesting the Board ratify the Intellinetics, Inc. dba YellowFolder proposal for data migration, which encompasses migrating the existing Special Education Google Drive student folders and files to the YellowFolder cloud storage. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Intellinetics, Inc. dba YellowFolder Proposal for Data Migration as presented.

7. **Item: Ratification of R C Steward Corp Proposal**

Background:

Sage Oak Charter Schools is requesting the Board ratify the R C Steward Corp proposal for enhancements to the registration software system. The service will consist of configuring the Sage Oak Events System to streamline the event ticket availability and purchase process and create a more accurate waiting list for families. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the R C Steward Corp Proposal as presented.

8. Item: Ratification of Document Tracking Services, LLC (DTS) Licensing Agreement

Background:

Sage Oak Charter Schools is requesting the Board ratify the licensing agreement with Document Tracking Services, LLC (DTS) for the 2024-2025 school year. The licensing agreement provides the use of the DTS application to create, edit, update, print, and track the School Accountability Report Cards (SARC), Local Control and Accountability Plan (LCAP), and other documents as needed.

Recommendation:

It is recommended the Board ratify the Document Tracking Services, LLC Licensing Agreement as presented.

9. Item: Ratification of OC Audio Visual Solutions Invoice

Background:

Sage Oak Charter Schools is requesting the Board ratify the OC Audio Visual Solutions Invoice to provide technical support for the August 2024 Summit. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the OC Audio Visual Solutions Invoice as presented.

10. Item: Ratification of CloudHesive Independent Consulting Agreement

Background:

Sage Oak Charter Schools is requesting the Board ratify the CloudHesive Independent Consulting Agreement to support the Sage Oak Data Lake development using the Amazon Web Services platform. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the CloudHesive Independent Consulting Agreement as presented.

11. Item: Ratification of Encore Quote #2646-1821

Background:

Sage Oak Charter Schools is requesting the Board ratify the quote from Encore to provide internet services, IT equipment, and support for the August 2024 Summit. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Encore Quote #2646-1821 as presented.

12. Item: Ratification of Tabor Storage Solutions, LLC Proposal

Background:

Sage Oak Charter Schools is requesting the Board ratify the service order for Tabor Storage Solutions, LLC. The service encompasses labor to install a fire alarm relay from the high volume low-speed fan power box to the pre-installed fire alarm module within the warehouse per the request of the Redlands Fire Department. The expense was approved per Sage Oak Charter Schools' Fiscal Policy.

Recommendation:

It is recommended the Board ratify the Tabor Storage Solutions, LLC proposal as presented.

13. Item: Ratification of 2024-2025 Hatch & Cesario Legal Services Agreement (Renewal)

Background:

Sage Oak Charter Schools is requesting the Board ratify the Hatch & Cesario legal services agreement for the 2024-2025 fiscal year. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the 2024-2025 Hatch & Cesario Legal Services Agreement as presented.

14. Item: Ratification of Google Workspace for Education Student Enrollment Verification Letter (Renewal)

Background:

Sage Oak Charter Schools is requesting the Board ratify the student enrollment verification letter for Google Education Workspace -Standard, purchased from CDW. This renewal for the 2024-2025 school year and ensures continued access to Google account security features and support tools for students and staff. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Google Workspace for Education Student Enrollment Verification Letter as presented.

15. Item: Ratification of JW Marriott Addendum

Background:

Sage Oak Charter Schools is requesting the Board ratify the addendum to the JW Marriott contract for the August 2024 Summit. The addendum allows for additional rooms to accommodate new hires without obligating Sage Oak to unneeded rooms. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the JW Marriott Addendum as presented.

16. Item: Ratification of Goldy S. Lewis Community Center Permit #R21749

Background:

Sage Oak Charter Schools is requesting the Board ratify the permit for the Goldy S. Lewis Community Center at Central Park in Rancho Cucamonga. The permit is for the use of the Goldy S. Lewis Community Center facilities and audiovisual equipment for the March 2025 Summit. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Central Park Permit #R21749 as presented.

17. Item: Ratification of Hapara Quote (Renewal)

Background:

Sage Oak Charter Schools is requesting the Board ratify the service order for Hapara for the 2024-2025 school year. This agreement is for the subscription renewal for Hapara Monitoring. Our VLA and MTSS departments use this tool to monitor student devices in a virtual classroom session.

It allows teachers to help students stay on task and distribute links to student devices. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Hapara Quote (Renewal) as presented.

18. Item: Ratification of Courtyard by Marriott Letter of Agreement

Background:

Sage Oak Charter Schools is requesting the Board ratify the letter of agreement with Courtyard by Marriott. The agreement reserves a meeting space on August 6, 2024, for a Special Education department meeting. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Courtyard by Marriott Letter of Agreement as presented.

19. Item: Ratification of Mobile Beacon Agreement

Background:

Sage Oak Charter Schools is requesting the Board ratify the Mobile Beacon agreement for the 2024-2025 school year. The services from this agreement are for 55 new hotspots for staff. When operating remotely, these hotspots are essential for backup internet service and staff to be connected to a secured network. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Mobile Beacon Agreement as presented.

20. Item: Ratification of Centerpoint Church Facility Use Request and Agreement Form

Background:

Sage Oak Charter Schools is requesting the Board ratify the facility use agreement for Centerpoint Church. The agreement reserves a meeting space on August 5, 2024, to hold the new teacher orientation. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Centerpoint Church Facility Use Request and Agreement Form as presented.

21. Item: Ratification of UPS Carrier Agreement

Background:

Sage Oak Charter Schools is requesting the Board ratify the carrier agreement with UPS. The agreement outlines the shipping prices and price breaks for the 2024-2025 school year. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the UPS Carrier Agreement as presented.

22. Item: Ratification of FedEx Transportation Services Agreement

Background:

Sage Oak Charter Schools is requesting the Board ratify the transportation services agreement with FedEx for the 2024-2025 school year. The transportation services agreement includes adding the FedEx Economy Ground shipping service for cost savings on small, lightweight packages. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the FedEx Transportation Services Agreement as presented.

23. Item: Ratification of ClickUp Order Form

Background:

Sage Oak Charter Schools is requesting the Board ratify the ClickUp order form for the 2024-2025 school year. This project management platform was approved at the June 13, 2024, Regular Board of Directors Meeting. The term of the contract changed to reflect Sage Oak's fiscal year dates. No other changes were made. The expense was approved on May 9, 2024, as part of the 2024-2025 Strategic Budget Plan.

Recommendation:

It is recommended the Board ratify the ClickUp Order Form as presented.

24. Item: Ratification of U-Haul Corporate Account Agreement and Terms and Conditions

Background:

Sage Oak Charter Schools is requesting the Board ratify the corporate account agreement and terms and conditions for U-Haul for the 2024-2025 school year. This agreement includes corporate account access and the ability to use U-Haul's various rental services to support the school's logistics needs. The expense was approved per Sage Oak Charter Schools' Fiscal Policy.

Recommendation:

It is recommended the Board ratify the U-Haul Corporate Account Agreement and Terms and Conditions as presented.

25. Item: Ratification of Sage Intacct, Inc. Agreement

Background:

Sage Oak Charter Schools is requesting the Board ratify the service order for Sage Intacct, Inc. for the 2024-2025 school year. This license gives Sage Oak the right to develop applications that access Sage Intacct's public Web Services connections, allowing Sage Oak to create, update, and delete records within Sage Intacct via an API interface rather than through the application. This is necessary in the development of the Sage Oak Data Lake. The expense was approved per Sage Oak Charter Schools' Fiscal Policy.

Recommendation:

It is recommended the Board ratify the Sage Intacct, Inc. Agreement as presented.

26. Item: Ratification of Evolve Media Statement of Work

Background:

Sage Oak Charter Schools is requesting the Board ratify the statement of work for Evolve Media for the 2024-2025 school year. The agreement encompasses the continued development and updates of the Sage Oak website on the current WordPress platform to enhance its layout, usability,

technology, and overall appearance, ensuring a professional, user-friendly, and intuitive experience for all visitors. The expense was approved per Sage Oak Charter Schools' Fiscal Policy.

Recommendation:

It is recommended the Board ratify the Evolve Media Statement of Work as presented.

27. Item: Ratification of Skill Struck Chat for Schools Quote

Background:

Sage Oak Charter Schools is requesting the Board ratify the quote for Skill Struck for the 2024-2025 school year. The subscription allows access to Chat for Schools, which provides curriculum and the full AI chat and tutor experience for students. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Skill Struck Chat for Schools Quote as presented.

28. Item: Ratification of School Services of California, Inc. Agreement (Renewal)

Background:

Sage Oak Charter Schools is requesting the Board ratify the renewal agreement for School Services of California, Inc. for the 2024-2025 school year. The agreement provides fiscal and management information services for the school. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the School Services of California, Inc. Agreement as presented.

29. Item: Ratification of Pepper & Olive Letter of Agreement

Background:

Sage Oak Charter Schools is requesting the Board ratify the letter of agreement with Pepper and Olive Interiors for the 2024-2025 school year. The letter of agreement outlines the plans to upgrade the records room at the Sage Oak office and create more space for the growing Registrar department. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Pepper & Olive Letter of Agreement as presented.

30. Item: Ratification of Ponte Estate Event Contract

Background:

Sage Oak Charter Schools is requesting the Board ratify the Ponte Estate Event Contract for the 2024-2025 school year. This contract is to reserve meeting space and lunch accommodations for a training session with the Executive team. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Ponte Estate Event Contract presented.

31. Item: Ratification of Ponte Estate Group Booking Agreement

Background:

Sage Oak Charter Schools is requesting the Board ratify the Ponte Estate Event Group Booking Agreement for the 2024-2025 school year. This contract is for room accommodations for a training session with the Executive team. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Ponte Estate Group Booking Agreement presented.

Sage Oak Charter Schools Check register

Date	Payee	Document no.	Amount Cleared
	Bank: CHASE 6016 - Chase Bank	Account no: 917716016	
06/03/2024	IGOE0001--IGOE	FSA06.012	55.00 06/28/2024
06/03/2024	IGOE0001--IGOE	FSA06.011	45.00 06/28/2024
06/03/2024	IGOE0001--IGOE	FSA06.01	20.48 06/28/2024
06/03/2024	AMAC0002--ADMIN - Mahogany & Co.	001460	750.00 06/28/2024
06/03/2024	SYC0001--Sylvan Learning - Chino	134009646	177.00 06/28/2024
06/03/2024	HD00012--History Dragon	134009657	137.50 06/28/2024
06/03/2024	AJCR0001--ADMIN - Jostens - CML Recognition	134009642	68.56 06/28/2024
06/03/2024	CONE000--Conejo Recreation and Park District	134009658	63.00 06/28/2024
06/03/2024	CHAR003--Charter Oak Gymnastics Inc	134009660	248.00 06/28/2024
06/03/2024	SYLV009--Sylvan Learning - Redlands	134009648	236.00 06/28/2024
06/03/2024	XPRES000--XPress Graphics and Printing	134009666	224.87 06/28/2024
06/03/2024	WEYC0001--West End YMCA - Chino	134009671	203.00 06/28/2024
06/03/2024	XTRE001--West Coast Krav Maga Murrieta	134009667	756.00 06/28/2024
06/03/2024	WEST006--West Coast Krav Maga Wildomar	134009655	567.00 06/28/2024
06/03/2024	SYLV004--Sylvan Learning - Diamond Bar	134009649	464.00 06/28/2024
06/03/2024	MMT0001--Megan's Mountain Tutoring	134009668	440.00 06/28/2024
06/03/2024	EAST000--Eastvale Athletics, LLC	134009651	425.99 In Transit
06/03/2024	XTRE000--West Coast Krav Maga Temecula	134009652	378.00 06/28/2024
06/03/2024	UNIV002--University of Redlands Community School of Music	134009650	2,423.00 06/28/2024
06/03/2024	MULT000--ADMIN - Institute for Multi-Sensory Education LLC	134009661	2,267.32 06/28/2024
06/03/2024	IVYK000--Ivy Kids LLC	134009654	2,197.50 06/28/2024
06/03/2024	SYLV002--Sylvan Learning - Claremont	134009659	1,534.00 06/28/2024
06/03/2024	CONN000--Connection (prev. Gov Connection)	134009663	1,500.24 06/28/2024
06/03/2024	ART4000--Art 4 Kids and Teens	134009662	894.00 06/28/2024
06/03/2024	AMAZ000--Amazon	20134018302	9,823.87 06/28/2024
06/03/2024	ARCOE0001--ADMIN - Riverside County Office Of Education	134009664	49,875.00 06/28/2024
06/03/2024	HOU000--Houghton Mifflin Harcourt Publishing Company	20134018304	23,431.30 06/28/2024
06/03/2024	PALI000--Pali Institute	20134018209	18,270.00 06/28/2024
06/03/2024	SENS000--Senseabilities	134009665	16,625.50 06/28/2024
06/03/2024	PARS000--ADMIN - Parsec Education	20134018268	15,500.00 06/28/2024
06/03/2024	PEDI000--SPED - Pediatric Therapy Associates	134009653	14,646.13 06/28/2024
06/03/2024	AMAZ000--Amazon	20134018211	5,825.23 06/28/2024
06/03/2024	ADI0001--Admin - Data Impressions	134009656	5,708.75 06/28/2024
06/03/2024	TOTA000--SPED - Total Education Solutions	134009647	5,510.00 06/28/2024
06/03/2024	AMAZ000--Amazon	20134018300	4,211.74 06/28/2024
06/03/2024	SWEE000--Sweetwater Sound Inc	20134018295	3,464.80 06/28/2024
06/03/2024	GRAC004--Gracie Barra Upland	20134018228	3,409.00 06/28/2024
06/03/2024	PEAR000--SPED - Pearson Clinical	134009635	1,099.90 06/28/2024
06/03/2024	AMLBFLM0001--ADMIN - McDougal Love Boehmer Foley Lyon & Mitchell and Erickson Law Firm	134009670	880.00 06/28/2024
06/03/2024	PROC000--ADMIN - Procopio, Cory, Hargreaves & Savitch LLP	134009638	832.20 06/28/2024
06/03/2024	DFV000012--Dayna Van Farowe	134009637	310.29 In Transit
06/03/2024	KIWI000--KiwiCo (Formerly Kiwi Crate)	134009633	259.54 06/28/2024
06/03/2024	AQABL0001--Admin - Paul Plevin Quarles(Quarles & Brady)	134009636	257.50 06/28/2024
06/03/2024	KOAL000--Koala T's and Apparel, LLC	134009643	178.60 In Transit
06/03/2024	FEDE000--ADMIN - FedEx	20134018303	117.21 06/28/2024
06/03/2024	PR00012--Patricia Rubalacava	134009645	100.00 06/28/2024
06/03/2024	AZ0001--ADMIN - Zearn	134009634	90.25 06/28/2024
06/03/2024	TT000012--Theresa Tedesco	134009669	70.00 06/28/2024
06/03/2024	SMC00012--Sarah McCloud	134009672	59.12 06/28/2024
06/03/2024	JOST000--Admin - Jostens Inc	134009641	48.34 06/28/2024
06/03/2024	NR00012--Nayeli Reyes	134009640	41.00 In Transit
06/03/2024	SW0001--Sara Whitehead	134009644	35.00 06/28/2024
06/03/2024	LISA004--Lisa Lindstedt	134009639	35.00 06/28/2024
06/03/2024	CARS000--Carson Dellosa Publishing LLC	20134018210	18.93 06/28/2024
06/04/2024	WILL001--William W. Hall	WHall06.04	450.00 06/28/2024
06/04/2024	STEV000--Steve Fraire	SFrai06.04	450.00 06/28/2024
06/04/2024	KATH003--Kathy Ashdown	20134018262	240.00 06/28/2024
06/04/2024	AHSOM0001--Amanda Hartzell's Studio of Music	20134018299	240.00 06/28/2024
06/04/2024	ENCO001--Encore Dance Studio LLC	20134018227	240.00 06/28/2024
06/04/2024	BTPSL0001--Born to Perform Studio, LLC	20134018224	227.50 06/28/2024
06/04/2024	ACAD009--Academic Chess - Los Angeles	20134018267	225.00 06/28/2024
06/04/2024	HOR0001--Hope for Reading	20134018243	210.00 06/28/2024
06/04/2024	KGC0001--Kids Gardening Center	20134018229	193.60 06/28/2024
06/04/2024	HIST000--History Unboxed LLC	20134018308	183.32 06/28/2024
06/04/2024	WRIT002--Write On! Webb	20134018292	588.51 06/28/2024
06/04/2024	SHECL0001--Sundance Hills Equestrian Center LLC	20134018238	570.00 06/28/2024
06/04/2024	YOTEV0001--YMCA of the East Valley	20134018289	561.00 06/28/2024
06/04/2024	GOLD000--Gold Coast Gymnastics	20134018294	527.50 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/04/2024	ARCH000--Archery Champs	20134018261	514.50 06/28/2024
06/04/2024	AMAN000--Amanda Holiday	20134018296	487.50 06/28/2024
06/04/2024	VFL0001--Viva Fit LLC	20134018288	460.00 06/28/2024
06/04/2024	TEME006--Temecula Valley Driving School	20134018279	459.00 06/28/2024
06/04/2024	SDA0001--Signature Dance Academy	20134018287	450.00 06/28/2024
06/04/2024	ADSOM0001--Arts Development School of Music	20134018231	440.00 06/28/2024
06/04/2024	JERE000--Jeremy Burgan, Music Instruction	20134018283	420.00 06/28/2024
06/04/2024	ATUR0001--A+ Tutoring	20134018290	420.00 06/28/2024
06/04/2024	BALL000--Ballet Studio, Inc., The	20134018237	400.00 06/28/2024
06/04/2024	LITL000--Lit League	20134018213	399.52 06/28/2024
06/04/2024	HEID001--Heidi Steiner - Tutor	20134018245	350.00 06/28/2024
06/04/2024	SS00012--Soccer Saints	20134018275	340.00 06/28/2024
06/04/2024	IT000012--Inland Tutoring - Asiam International (U.S.A), INC.	20134018219	325.00 06/28/2024
06/04/2024	FTS0001--First Touch Soccer	20134018230	311.00 06/28/2024
06/04/2024	SFT0001--SCGA Foundation, The	20134018217	299.00 06/28/2024
06/04/2024	EBJJ0001--EDJ Brazilian Jiu Jitsu	20134018263	288.00 06/28/2024
06/04/2024	EAC00012--Empire Athletics Corp.	20134018276	288.00 06/28/2024
06/04/2024	WPS0001--Watson Piano Studio	20134018274	280.20 06/28/2024
06/04/2024	INSI000--James Wigglesworth - previously Insight Learning	20134018305	280.00 06/28/2024
06/04/2024	ARTS0001--ARTime Studio	20134018272	280.00 06/28/2024
06/04/2024	TRSL0001--Tree Ranch School LLC	20134018258	280.00 06/28/2024
06/04/2024	UMACC0001--Universal Martial Arts Centers - Chino	20134018298	270.00 06/28/2024
06/04/2024	ARTO000--Art-One World / Many Views	20134018293	264.00 06/28/2024
06/04/2024	HDMT0001--High Desert Math Tutor	20134018247	260.00 06/28/2024
06/04/2024	LAHA000--La Habra Yamaha Music School	20134018233	260.00 06/28/2024
06/04/2024	COAC001--Coach Patty's Gymnastics	20134018250	247.00 06/28/2024
06/04/2024	WELL000--Well Trained Mind Academy, Inc, The - Online Cours	20134018277	3,115.00 06/28/2024
06/04/2024	COAS001--Coastline Academy	20134018221	2,994.00 06/28/2024
06/04/2024	HZBALT0001--Hitting Zone Baseball Academy LLC, The	20134018257	2,963.00 06/28/2024
06/04/2024	KIMS001--Kim's Hapkido Yucaipa	20134018307	2,586.00 06/28/2024
06/04/2024	BEAU003--Beaumont Music Centre	20134018265	2,534.00 06/28/2024
06/04/2024	FFK0001--Fundamental Foundations	20134018239	2,000.00 06/28/2024
06/04/2024	ATAML00012--ADMIN - Tech & Mortar, LLC	20134018248	2,000.00 06/28/2024
06/04/2024	SKDCL0001--Studio K Dance Collective LLC	20134018266	1,813.80 06/28/2024
06/04/2024	FMT00001--Forge Mx Training	20134018252	1,800.00 06/28/2024
06/04/2024	NUES000--Nuestra Escuelita Spanish Academy	20134018216	1,714.88 06/28/2024
06/04/2024	POOL0001--Power of One Lakewood	20134018273	1,701.00 06/28/2024
06/04/2024	EART001--Earthroots	20134018234	1,457.60 06/28/2024
06/04/2024	CYNT000--Cynthia Dapello	20134018214	1,434.00 06/28/2024
06/04/2024	CHRI005--Christy O'Herin	20134018270	1,414.00 06/28/2024
06/04/2024	BRID000--Bridell Institute	20134018281	1,395.00 06/28/2024
06/04/2024	FNA0001--Felton Ninja Academy	20134018223	1,304.25 06/28/2024
06/04/2024	STUD002--Studio Claremont	20134018218	1,085.33 06/28/2024
06/04/2024	CREA003--Creating New Pathways	20134018256	1,065.00 06/28/2024
06/04/2024	OLYM000--Olympia Training Center	20134018232	986.81 06/28/2024
06/04/2024	SMEL0001--Soaring Minds Education, LLC	20134018220	850.00 06/28/2024
06/04/2024	LLST0001--Lab Learning Space, The	20134018251	800.00 06/28/2024
06/04/2024	MART002--Martial Way, The	20134018286	720.00 06/28/2024
06/04/2024	EXPL000--Explorer Field Trips *	20134018242	710.00 06/28/2024
06/04/2024	AJJT0001--Atos Jiu Jitsu Temecula	20134018235	645.00 06/28/2024
06/04/2024	RMCI0001--Ramona Music Center Inc	20134018282	630.00 06/28/2024
06/04/2024	BT0001--Beach Tutors	20134018246	600.00 06/28/2024
06/04/2024	RAIN003--Rainbow Resource Center	20134018240	591.53 06/28/2024
06/04/2024	APPL000--Apple Education Inc *	20134018271	49.00 06/28/2024
06/04/2024	EAT2000--eat2explore	20134018222	41.94 06/28/2024
06/04/2024	SCHW000--The Dance Center LLC	20134018269	180.00 06/28/2024
06/04/2024	VALL000--Valle Vocal Studios	20134018241	175.00 06/28/2024
06/04/2024	MVFY0001--Mission Viejo Family YMCA	20134018254	175.00 06/28/2024
06/04/2024	JYST000--JYS Taekwondo	20134018226	175.00 06/28/2024
06/04/2024	PIAN003--Piano Play Music	20134018255	175.00 06/28/2024
06/04/2024	FIRE000--FIRE Communications	20134018306	158.00 06/28/2024
06/04/2024	ATACL0001--Audre Taylor- A Curious Life	20134018285	147.50 06/28/2024
06/04/2024	BLOS001--Blossom and Root Home Education	20134018225	132.00 06/28/2024
06/04/2024	BLOO000--Bloom School of Music and Dance	20134018278	132.00 06/28/2024
06/04/2024	PWTSD0001--Play-Well Teknologies San Diego	20134018215	110.00 06/28/2024
06/04/2024	SHIDC0001--Siegnier Holdings Inc. dba Creatif	20134018301	100.00 06/28/2024
06/04/2024	SABL0001--Sprout and Blossom LLC	20134018236	99.00 06/28/2024
06/04/2024	AD0001234--Angela Damery	20134018253	96.00 06/28/2024
06/04/2024	ARTA002--Art Avenue, The	20134018212	82.50 06/28/2024
06/04/2024	ROCK006--Rockstars of Tomorrow - Riverside	20134018291	82.25 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/04/2024	IEMAA0001--Inland Empire Martial Arts Academy	20134018264	80.00 06/28/2024
06/04/2024	PATR001--Patricia Morrow	20134018284	75.00 06/28/2024
06/04/2024	BOOK000--BookShark	20134018260	72.20 06/28/2024
06/04/2024	IRMA000--Irma D. Salcido	20134018280	70.00 06/28/2024
06/04/2024	HOPE000--Hope Ranch, LLC	20134018259	70.00 06/28/2024
06/04/2024	REDL008--Redlands Music Lessons	20134018244	60.00 06/28/2024
06/04/2024	PLAY003--Play-Well TEKnologies Orange County and Inland Emp	20134018297	60.00 06/28/2024
06/04/2024	TGG0001--Train Goat Gainz	20134018249	50.00 06/28/2024
06/05/2024	IGOE0001--IGOE	FSA06.05	43.94 06/28/2024
06/06/2024	IGOE0001--IGOE	FSA06.06	83.29 06/28/2024
06/06/2024	RH00001--Rachel Hatch	Voided - 134009677	(45.00) 06/28/2024
06/06/2024	RH00001--Rachel Hatch	Voided - 134009492	(160.00) 06/28/2024
06/06/2024	EMPL0000--Employee Separation or Payment Errors	001461	1,012.19 06/28/2024
06/06/2024	AKH0001--ADMIN - Kahoot!	Voided - 134008898	(120.00) 06/28/2024
06/06/2024	FOOT001--Foothills Music Academy	134009689	420.00 06/28/2024
06/06/2024	LAGU000--Laguna Fencing Center	134009692	402.00 06/28/2024
06/06/2024	KATE000--Kate Rubke-Foxworth	134009690	240.00 06/28/2024
06/06/2024	ADVE001--Adventures in the Schoolhouse	134009688	209.00 06/28/2024
06/06/2024	IF0001--Iris Farms	134009687	176.00 07/31/2024
06/06/2024	PARI000--PAR, Inc	134009685	145.95 06/28/2024
06/06/2024	YAODY0001--Youth Academy of Dramatic Arts - YADA	134009691	140.00 06/28/2024
06/06/2024	REIN000--Jeanne Weaver Golf Lessons - Reinvention Unlimited, Inc.	134009693	1,320.00 In Transit
06/06/2024	FRAZ000--Frazier Martial Arts	134009697	914.00 06/28/2024
06/06/2024	JG0001--Jeremiah Gonzales	134009698	875.00 06/28/2024
06/06/2024	WEND000--ADMIN - Wendy Cleaning Services	134009696	820.00 06/28/2024
06/06/2024	DRAW001--Drawn2Art - Chino Hills (formerly Kids Art)	134009686	640.00 06/28/2024
06/06/2024	ACU0001--ADMIN - ClickUp	134009694	3,932.59 06/28/2024
06/06/2024	LISA000--Lisa Thompson	134009695	685.33 06/28/2024
06/06/2024	DELA000--Delano Athletica Gymnastics	134009675	650.00 06/28/2024
06/06/2024	EXPL001--Exploration Education Science	134009680	283.80 06/28/2024
06/06/2024	SS000012--Sarah Sandoval	134009702	217.99 06/28/2024
06/06/2024	MR000012--Madison Ramer	134009674	121.12 In Transit
06/06/2024	NR000123--Nicole Rosales	134009678	88.95 06/28/2024
06/06/2024	JODI000--Jodi Cope	134009683	45.00 06/28/2024
06/06/2024	RH00001--Rachel Hatch	134009677	45.00 06/28/2024
06/06/2024	POPP000--Poppy Perfect	134009681	45.00 In Transit
06/06/2024	TANY000--Tanya Martin	134009679	45.00 06/28/2024
06/06/2024	JD0001--Jen Gibson	134009682	39.13 07/31/2024
06/06/2024	EP00001--Elicia Pieper	134009684	30.00 06/28/2024
06/06/2024	JB0000123--Jessica Bahling	134009700	30.00 In Transit
06/06/2024	JB000012--Jocilynn Belon	134009701	30.00 07/31/2024
06/06/2024	NJF0001--Noel Jesus Flores	134009676	22.78 07/31/2024
06/06/2024	SC00012--Samantha Conner	134009673	16.25 07/31/2024
06/07/2024	IGOE0001--IGOE	FSA06.07	22.50 06/28/2024
06/07/2024	AMAZ000--Amazon	20134018382	12,800.15 06/28/2024
06/07/2024	ABOTI0001--ADMIN - BoardOnTrack, Inc	134009706	5,495.00 06/28/2024
06/07/2024	RH00001--Rachel Hatch	134009707	205.00 07/31/2024
06/07/2024	MULT001--Admin - MHS - MultiHealth Systems, Inc	134009705	137.50 06/28/2024
06/07/2024	AKH0001--ADMIN - Kahoot!	134009703	120.00 06/28/2024
06/07/2024	SG000012--Sarah Gonzales	134009704	47.12 06/28/2024
06/07/2024	SMGL0001--Sundae Music Group LLC	20134018364	140.00 06/28/2024
06/07/2024	HIST001--History with Janice Kong	20134018335	125.00 06/28/2024
06/07/2024	CJM0001--Code Ninjas - Murrieta	20134018315	111.00 06/28/2024
06/07/2024	ECIM0001--Edudance Classrooms in Motion dba Playground Players Productions	20134018369	105.75 06/28/2024
06/07/2024	SS0001--Studio Sapphire	20134018378	100.00 06/28/2024
06/07/2024	AAA0001--ADMIN - Alfredo Amador	20134018357	100.00 06/28/2024
06/07/2024	VALL000--Valle Vocal Studios	20134018373	85.00 06/28/2024
06/07/2024	STAP000--Staples *	20134018375	51.00 06/28/2024
06/07/2024	LIND000--Linda J. Kobernik	20134018328	50.00 06/28/2024
06/07/2024	HANG001--Hangar 18 - Signal Hill	20134018322	44.00 06/28/2024
06/07/2024	SK00001--Strategic Kids	20134018338	36.40 06/28/2024
06/07/2024	BARN000--Barnes and Noble *	20134018337	17.67 06/28/2024
06/07/2024	LSOC0001--Learning Squad OC	20134018365	15.00 06/28/2024
06/07/2024	HFAC0001--Healthy Footprints Adventure Community	20134018360	600.00 06/28/2024
06/07/2024	HIST000--History Unboxed LLC	20134018320	583.87 06/28/2024
06/07/2024	HANG002--Hangar 18 - Upland, Inc.	20134018366	574.00 06/28/2024
06/07/2024	BODY000--BODYNAMICS	20134018349	560.00 06/28/2024
06/07/2024	CODE004--Code Ninjas Chino Hills	20134018332	548.00 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/07/2024	COMM000--Common Thread Claremont	20134018343	530.00 06/28/2024
06/07/2024	ACAD004--Academy Of Ballet Arts	20134018342	513.00 06/28/2024
06/07/2024	WATE000--Waterfront Education *	20134018352	500.00 06/28/2024
06/07/2024	BSS0001--Blake Swim School	20134018358	486.00 06/28/2024
06/07/2024	EVER000--EverWild	20134018354	405.00 06/28/2024
06/07/2024	BEVE000--English Language Arts with Beverly Ann Yocky	20134018318	400.00 06/28/2024
06/07/2024	RARSOM0001--Riffs and Runs School of Music, LLC	20134018346	360.00 06/28/2024
06/07/2024	LLTC0001--Learning Lab, The - Covina	20134018321	300.00 06/28/2024
06/07/2024	L3600001--Learning360	20134018355	292.50 06/28/2024
06/07/2024	MM0001--Mike McKinnon - WG	20134018323	281.25 06/28/2024
06/07/2024	PDGA000--PDGA USA	20134018325	249.00 06/28/2024
06/07/2024	RDKDB0001--Red Dragon Karate - Diamond Bar	20134018339	231.00 06/28/2024
06/07/2024	KOW0001--Kumon of Whittier	20134018331	200.00 06/28/2024
06/07/2024	MATH002--Math with Sophath Kong	20134018348	200.00 06/28/2024
06/07/2024	BT0001--Beach Tutors	20134018324	180.00 06/28/2024
06/07/2024	EML0001--Explorer Amigos LLC	20134018334	170.00 06/28/2024
06/07/2024	H18A0001--Hangar 18 - Arcadia	20134018372	167.00 06/28/2024
06/07/2024	ETHO000--Ethos Jiu Jitsu	20134018353	160.00 06/28/2024
06/07/2024	SCEG000--SCEGA Gymnastics	20134018312	2,368.75 06/28/2024
06/07/2024	LIGH000--Lighthouse Education Center, Inc.	20134018356	2,160.00 06/28/2024
06/07/2024	M3CR000--M3 Creative Academy	20134018351	2,074.00 06/28/2024
06/07/2024	SING000--Singapore Math Inc.	20134018379	1,968.60 06/28/2024
06/07/2024	MATH024--Math Tutoring with Stephanie	20134018363	1,848.00 06/28/2024
06/07/2024	HOLL000--Holly Dodson	20134018377	1,599.00 06/28/2024
06/07/2024	VCMA000--VCMA Villatoro Champion Martial Arts	20134018313	1,582.32 06/28/2024
06/07/2024	MMB0001--Marcelo Mafra BJJ	20134018380	1,485.00 06/28/2024
06/07/2024	NATE000--Nate and Alice Music Studio	20134018327	1,320.00 06/28/2024
06/07/2024	JAMM000--Jammin' Music INC	20134018317	1,010.00 06/28/2024
06/07/2024	FUNW000--Fun with Horses	20134018330	888.34 06/28/2024
06/07/2024	INSI000--James Wigglesworth - previously Insight Learning	20134018329	840.00 06/28/2024
06/07/2024	SFAM0001--Sew Fun and More	20134018333	800.75 06/28/2024
06/07/2024	TWLTAECL0001--Together We Learn Tutoring and Enrichment Center LLC	20134018362	800.00 06/28/2024
06/07/2024	PENN001--Penny Smith, Piano and Clarinet Lessons	20134018319	775.00 06/28/2024
06/07/2024	LKC0001--Lani Kim Coaching	20134018326	751.00 06/28/2024
06/07/2024	HANG000--Hangar 18 - East Riverside	20134018345	750.00 06/28/2024
06/07/2024	BUTAI0001--BEST US TAEKWONDO ACADEMY, INC.	20134018368	660.00 06/28/2024
06/07/2024	HDCLSA0001--High Desert Cheer LLC Spirit Athletics	20134018340	640.00 06/28/2024
06/07/2024	JAMI000--Jamie Butterworth	20134018316	632.00 06/28/2024
06/07/2024	RAIN003--Rainbow Resource Center	20134018367	631.64 06/28/2024
06/07/2024	CHIL001--Children's Music Academy- La Mirada	20134018314	625.00 06/28/2024
06/07/2024	FC0001--Flowstone Climbing	20134018344	615.00 06/28/2024
06/07/2024	AMAZ000--Amazon	20134018311	23,895.64 06/28/2024
06/07/2024	AMAZ000--Amazon	20134018309	19,046.01 06/28/2024
06/07/2024	COAS001--Coastline Academy	20134018361	19,250.00 06/28/2024
06/07/2024	AIN000--A+ IN HOME TUTORS	20134018347	13,405.00 06/28/2024
06/07/2024	ALIS000--Alisa's Piano Studio	20134018341	4,500.00 06/28/2024
06/07/2024	MMS000--M&M Surfing School	20134018370	3,794.00 06/28/2024
06/07/2024	SOCA003--SoCal STEM	20134018381	3,238.00 06/28/2024
06/07/2024	ART001--Art and Wilderness Institute	20134018350	3,112.00 06/28/2024
06/07/2024	GUR0001--Growing Up Rooted	20134018374	2,400.00 06/28/2024
06/07/2024	AMAG0001--ADMIN - Mari&Gold	20134018376	1,250.00 06/28/2024
06/07/2024	INST004--ADMIN - Instructure, Inc	20134018371	1,000.00 06/28/2024
06/07/2024	CARS000--Carson Dellosa Publishing LLC	20134018336	64.05 06/28/2024
06/07/2024	CHEL000--Chelsey Anema	20134018310	18.28 06/28/2024
06/10/2024	IGOE0001--IGOE	FSA06.102	47.00 06/28/2024
06/10/2024	IGOE0001--IGOE	FSA06.101	672.60 06/28/2024
06/10/2024	IGOE0001--IGOE	FSA06.10	98.25 06/28/2024
06/10/2024	EMPL0000--Employee Separation or Payment Errors	001462	2,635.08 06/28/2024
06/10/2024	SDES0001--SPED - Dynamic Education Services	001463	390.00 06/28/2024
06/10/2024	AEI00001--ADMIN - Enrollsy, Inc.	20134018438	6,747.00 06/28/2024
06/10/2024	SCHO005--Schools First - 403b/457b Plans	20134018437	5,494.72 06/28/2024
06/10/2024	AKM0001--ADMIN - Konica Minolta	134009716	413.26 06/28/2024
06/10/2024	DELA000--Delano Athletica Gymnastics	134009715	360.00 06/28/2024
06/10/2024	WEND000--ADMIN - Wendy Cleaning Services	134009718	145.00 06/28/2024
06/10/2024	EH0002--Emily Horta	134009714	116.18 06/28/2024
06/10/2024	LK000122--Larry King	134009717	43.71 06/28/2024
06/10/2024	BPA0001--Brightstar Performing Arts	20134018405	29.00 06/28/2024
06/10/2024	MATH012--Mathnasium of Glendora	20134018389	585.00 06/28/2024
06/10/2024	GEIIFR0001--Mathnasium of Foothill Ranch	20134018411	439.00 06/28/2024
06/10/2024	HUGO000--Hugo's Gym Fitness	20134018429	420.00 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/10/2024	CREA002--Creative Learning Place - Karen Creative	20134018425	362.49 06/28/2024
06/10/2024	KFA0001--Karate for all	20134018396	350.00 06/28/2024
06/10/2024	KIMS000--Kim's Hapkido South Pasadena	20134018434	342.00 06/28/2024
06/10/2024	SB00001--Strong Beginnings	20134018432	320.00 06/28/2024
06/10/2024	ATHE000--Athena's Advanced Academy	20134018403	314.15 06/28/2024
06/10/2024	MOHR000--Mohr Music School	20134018398	300.00 06/28/2024
06/10/2024	CIIFL0001--Color It In Franchise, LLC	20134018390	300.00 06/28/2024
06/10/2024	29PA000--29 Palms Creative Center & Gallery	20134018424	295.00 06/28/2024
06/10/2024	BURB000--Burbank First Academy	20134018433	244.80 06/28/2024
06/10/2024	EVER000--EverWild	20134018401	225.00 06/28/2024
06/10/2024	SDA0001--Signature Dance Academy	20134018430	224.72 06/28/2024
06/10/2024	IMPA000--Impact Program	20134018407	222.00 06/28/2024
06/10/2024	LODE000--Lodestone Academy - Buena Park	20134018435	200.00 06/28/2024
06/10/2024	MARY005--Mary Roberts MDM	20134018392	198.00 06/28/2024
06/10/2024	SOCA005--SoCal Singer Studio	20134018414	175.00 06/28/2024
06/10/2024	AJJT0001--Atos Jiu Jitsu Temecula	20134018417	165.00 06/28/2024
06/10/2024	ESOJH0001--EDJ School of Jiu Jitsu Hemet	20134018427	159.00 06/28/2024
06/10/2024	EBJJ0001--EDJ Brazilian Jiu Jitsu	20134018415	149.00 06/28/2024
06/10/2024	FREC000--Freckled Frog Learning Center	20134018421	145.00 06/28/2024
06/10/2024	MONA000--Monarchs National Gymnastics Training Center Agour	20134018413	128.00 06/28/2024
06/10/2024	JKWIL0001--JKW Innovations LLC	20134018387	120.00 06/28/2024
06/10/2024	KGC0001--Kids Gardening Center	20134018408	119.60 06/28/2024
06/10/2024	PC0001--Panda Chinese	20134018391	115.00 06/28/2024
06/10/2024	RIVE003--Riverside Ballet Arts L.L.C	134009712	95.00 06/28/2024
06/10/2024	SUS001--Linda Susan Graves	20134018394	70.00 06/28/2024
06/10/2024	NURI000--International Language School for Children & Adult	134009713	58.00 06/28/2024
06/10/2024	ASHL000--Compassionate Tutoring	20134018393	4,010.00 06/28/2024
06/10/2024	AMAZ000--Amazon	20134018436	3,143.15 06/28/2024
06/10/2024	CLAR002--Claremont Community School of Music	20134018412	2,951.20 06/28/2024
06/10/2024	CDWG000--CDW - Hardware	134009709	2,800.00 06/28/2024
06/10/2024	HHSEL0001--Homestead Homeschool-Stavness Early Learning	20134018410	2,385.00 06/28/2024
06/10/2024	GREE000--Green Acres Ranch, Inc.	20134018423	2,079.93 06/28/2024
06/10/2024	KEEL000--Keely Hawkes	20134018426	2,060.00 06/28/2024
06/10/2024	KIMS001--Kim's Hapkido Yucaipa	20134018399	1,967.87 06/28/2024
06/10/2024	PREC001--Precision Gymnastics	134009711	1,813.00 06/28/2024
06/10/2024	HDMT0001--High Desert Math Tutor	20134018404	1,800.00 06/28/2024
06/10/2024	BRID000--Bridell Institute	20134018419	1,710.00 06/28/2024
06/10/2024	STC00001--Sinske Tutoring Center	20134018385	1,492.50 06/28/2024
06/10/2024	NUES000--Nuestra Escuelita Spanish Academy	20134018409	1,349.91 06/28/2024
06/10/2024	OLYM000--Olympia Training Center	20134018418	1,099.00 06/28/2024
06/10/2024	KTR0001--KICKS Taekwondo Riverside	20134018431	1,050.00 06/28/2024
06/10/2024	RAFF000--Raffia Music Studio	20134018397	1,000.00 06/28/2024
06/10/2024	ROXA000--Roxane Wagner-Hollier	20134018402	980.00 06/28/2024
06/10/2024	TTF0001--TKJJ TRAINING FACILITY	20134018400	968.75 06/28/2024
06/10/2024	MAST001--Master Lee's Kung Fu San Soo	20134018386	947.00 06/28/2024
06/10/2024	APPL000--Apple Education Inc *	20134018406	933.16 06/28/2024
06/10/2024	5EMA000--5 Elements Martial Arts & Wellness Center	134009710	931.00 07/31/2024
06/10/2024	ACAD003--Academy 831	20134018428	873.50 06/28/2024
06/10/2024	MNGTCN--Monarchs National Gymnastics Training Center Newbu	20134018416	860.00 06/28/2024
06/10/2024	FST0001--Faith Seymour Tutoring	20134018395	765.00 06/28/2024
06/10/2024	GLBCI00012--Guitar Lessons by Chris INC	20134018420	740.00 06/28/2024
06/10/2024	INLA006--Inland Pacific Ballet Academy	20134018388	726.75 06/28/2024
06/10/2024	AMARC0001--Applause Music Academy - Rancho Cucamonga	20134018422	718.00 06/28/2024
06/10/2024	PISAHLMV0001--Private Ice Skating and Hockey Lessons with Monica Viola	20134018384	715.00 06/28/2024
06/10/2024	CLUB001--Club Z! Tutoring	134009708	600.00 06/28/2024
06/10/2024	OFFI000--ADMIN - Office Depot *	20134018383	20.70 06/28/2024
06/11/2024	EMPL0000--Employee Separation or Payment Errors	Voided - 001465	(2,796.81) 06/28/2024
06/11/2024	IGOE0001--IGOE	FSA06.11	1.62 06/28/2024
06/11/2024	EMPL0000--Employee Separation or Payment Errors	Voided - 001462	(2,635.08) 06/28/2024
06/11/2024	EMPL0000--Employee Separation or Payment Errors	Voided - 001464	(2,824.09) 06/28/2024
06/11/2024	EMPL0000--Employee Separation or Payment Errors	001465	2,796.81 06/28/2024
06/11/2024	EMPL0000--Employee Separation or Payment Errors	001464	2,824.09 06/28/2024
06/12/2024	SHAR003--Lake Arrowhead School of Dance	Voided - 134009521	(1,330.00) 06/28/2024
06/14/2024	IGOE0001--IGOE	FSA06.141	332.40 06/28/2024
06/14/2024	AVNLL0001--Aligned with Nature LLC	134009735	148.50 06/28/2024
06/14/2024	SAND001--San Diego Civic Youth Ballet	134009739	146.25 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/14/2024	LITT003--Little School of Music	134009726	112.00 06/28/2024
06/14/2024	RIVE002--Riverside Art Museum	134009743	90.00 06/28/2024
06/14/2024	XTRE000--West Coast Krav Maga Temecula	134009724	60.00 07/31/2024
06/14/2024	WATE003--Waterworks Aquatics Huntington Beach	134009745	294.16 06/28/2024
06/14/2024	NOEL000--Noelle Catiller Voice Studio	134009729	274.00 06/28/2024
06/14/2024	DKD0001--Dejitaru Karate Dojo	134009750	200.00 07/31/2024
06/14/2024	WEST002--West End YMCA - Upland	134009734	198.00 07/31/2024
06/14/2024	WEST006--West Coast Krav Maga Wildomar	134009741	189.00 07/31/2024
06/14/2024	FUA0001--Fired Up Arts	134009744	183.75 06/28/2024
06/14/2024	SWHI00001--Sweetwater Horses, Inc	134009720	180.00 06/28/2024
06/14/2024	MIKE000--Mike Cerninaro's Tae Kwon Do Plus	134009733	170.00 06/28/2024
06/14/2024	WEYC0001--West End YMCA - Chino	134009723	385.00 06/28/2024
06/14/2024	XTRE001--West Coast Krav Maga Murrieta	134009748	378.00 07/31/2024
06/14/2024	COM0001--City of Menifee	134009722	689.78 06/28/2024
06/14/2024	MCYMCA0001--Mission Valley YMCA	134009727	660.00 06/28/2024
06/14/2024	DRAW002--Drawn2Art - Glendora (formerly Kids Art)	134009740	640.00 06/28/2024
06/14/2024	ERIC001--Erica Delgado	134009732	1,021.44 06/28/2024
06/14/2024	JG0001--Jeremiah Gonzales	134009746	1,015.00 07/31/2024
06/14/2024	ARTS006--Art Steps, Inc - Yorba Linda, Laguna Hills, Costa	134009737	1,433.02 06/28/2024
06/14/2024	SHAR003--Lake Arrowhead School of Dance	134009751	1,330.00 06/28/2024
06/14/2024	VICT008--Victory Tae Kwon Do USA	134009730	1,239.60 07/31/2024
06/14/2024	ONLI001--Online G3	134009725	1,219.00 06/28/2024
06/14/2024	SHAR003--Lake Arrowhead School of Dance	134009747	1,177.50 06/28/2024
06/14/2024	ARTLH0001--Art House, The - La Habra	134009721	4,048.87 07/31/2024
06/14/2024	RIFF000--Riffs Music	134009738	3,891.50 06/28/2024
06/14/2024	ROCK001--Rock Fitness	134009736	3,557.75 06/28/2024
06/14/2024	WDTFT0001--Wolf's Den Training Facility, The	134009760	3,280.00 06/28/2024
06/14/2024	WDTFT0001--Wolf's Den Training Facility, The	134009761	3,125.00 06/28/2024
06/14/2024	REIN000--Jeanne Weaver Golf Lessons - Reinvention Unlim- ited, Inc.	134009749	2,650.00 In Transit
06/14/2024	BUMB000--Bumblebunch Sewing Studio	134009742	1,911.25 06/28/2024
06/14/2024	ROSE000--Rose Bowl Aquatics Center	134009731	1,775.00 07/31/2024
06/14/2024	EFTE000--Effectual Educational Consulting Services	134009755	15,788.75 06/28/2024
06/14/2024	HUCK000--Huckleberry Center for Creative Learning	134009728	4,284.08 In Transit
06/14/2024	PEAR000--SPED - Pearson Clinical	134009757	2,361.52 06/28/2024
06/14/2024	HATC000--Hatch and Cesario, Attorneys-at-Law	134009719	1,276.00 07/31/2024
06/14/2024	SEAS000--ADMIN - Seaside Therapy Inc	134009764	825.00 06/28/2024
06/14/2024	ACORU0001--ADMIN - City of Redlands - Utilities	134009762	763.61 06/28/2024
06/14/2024	PART000--SPED - Partners in Special Education	134009753	260.00 07/31/2024
06/14/2024	AAPAR0001--ADMIN - Arthur Press & Reprographics	134009754	259.56 07/31/2024
06/14/2024	EDIS000--Southern California Edison	134009752	219.03 07/31/2024
06/14/2024	EN00012--Elyssa Nielsen	134009759	132.66 06/28/2024
06/14/2024	KP00012--Kelly Prins	134009756	112.90 07/31/2024
06/14/2024	KN000012--Kristen Navarro	134009763	30.00 In Transit
06/14/2024	LN0001--Lisa Nester	134009758	20.00 In Transit
06/14/2024	EMPL0000--Employee Separation or Payment Errors	001466	3,141.12 06/28/2024
06/14/2024	IGOE0001--IGOE	FSA06.14	2,914.95 06/28/2024
06/17/2024	IGOE0001--IGOE	FSA06.172	80.17 06/28/2024
06/17/2024	IGOE0001--IGOE	FSA06.171	526.67 06/28/2024
06/17/2024	IGOE0001--IGOE	FSA06.17	699.57 06/28/2024
06/17/2024	RCCP0001--RC- Central Park	001468	4,817.00 06/28/2024
06/17/2024	AJARNER0001--ADMIN - John & Romi Neustadt Expense Re- imbursement	001467	6,687.50 07/31/2024
06/17/2024	YMCA004--YMCA Ventura Family	20134018494	165.00 06/28/2024
06/17/2024	LAMS0001--L.A. Music Lessons	20134018525	160.00 06/28/2024
06/17/2024	DOOD000--Doodle Art & Design	20134018600	160.00 06/28/2024
06/17/2024	PKC0001--PowerKids Center	20134018608	154.00 06/28/2024
06/17/2024	JORU000--Jorunn Phipps Piano Lessons	20134018580	140.00 06/28/2024
06/17/2024	FTS0001--First Touch Soccer	20134018548	129.00 06/28/2024
06/17/2024	CHRI003--Christine Charley	20134018555	110.00 06/28/2024
06/17/2024	PWTSD0001--Play-Well Teknologies San Diego	20134018489	110.00 06/28/2024
06/17/2024	EMMA000--Emmanuel Itchon	20134018510	100.00 06/28/2024
06/17/2024	SHIDC0001--Siegnier Holdings Inc. dba Creatif	20134018564	100.00 06/28/2024
06/17/2024	LBTBN0001--Learn Beyond The Book - Newhall	20134018454	89.90 06/28/2024
06/17/2024	MONF0001--Mathnasium of North Fontana	20134018447	84.76 06/28/2024
06/17/2024	PDGA000--PDGA USA	20134018526	83.00 06/28/2024
06/17/2024	AD0001234--Angela Damery	20134018503	80.00 06/28/2024
06/17/2024	CSDAS0001--Center Stage Dance Academy SCV	20134018521	60.00 06/28/2024
06/17/2024	TORR000--Torres Fine Arts Instruction	20134018547	50.00 06/28/2024
06/17/2024	CELE001--Celeste Haueter	20134018441	295.00 06/28/2024
06/17/2024	AMER004--American Tiger Martial Arts & Fitness	20134018584	294.00 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/17/2024	SS00012--Soccer Saints	20134018610	280.00 06/28/2024
06/17/2024	JOYC001--Joyce Farson	20134018539	270.00 06/28/2024
06/17/2024	ACAD009--Academic Chess - Los Angeles	20134018445	270.00 06/28/2024
06/17/2024	RSOMI0001--Russian School of Mathematics Inc	20134018460	268.00 06/28/2024
06/17/2024	HANG001--Hangar 18 - Signal Hill	20134018527	258.00 06/28/2024
06/17/2024	LBJJL0001--Lansang Brazilian Jiu-Jitsu LLC	20134018497	250.00 06/28/2024
06/17/2024	AFAS0001--Actors for Actors Studio	20134018554	248.00 06/28/2024
06/17/2024	RDKDB0001--Red Dragon Karate - Diamond Bar	20134018565	231.00 06/28/2024
06/17/2024	ENCO001--Encore Dance Studio LLC	20134018601	230.00 06/28/2024
06/17/2024	AF0001--Altitude Fitness	20134018606	220.00 06/28/2024
06/17/2024	JOHN000--John Henny Music Academy	20134018464	212.00 06/28/2024
06/17/2024	RAMO000--RJAD Inc	20134018467	208.50 06/28/2024
06/17/2024	TCTS0001--Teach Communication through Science	20134018528	200.00 06/28/2024
06/17/2024	HOL00001--Harmonienoutlaw	20134018452	200.00 06/28/2024
06/17/2024	GBC0001--Gracie Barra Chino	20134018605	200.00 06/28/2024
06/17/2024	DANC006--Dancing Images Dance Center, Inc	20134018586	200.00 06/28/2024
06/17/2024	ACL0001--A Creative Learner	20134018511	196.72 06/28/2024
06/17/2024	WCS00012--West Coast Service	20134018520	179.50 06/28/2024
06/17/2024	BREN002--Brent Ellison Taekwondo USA	20134018550	175.00 06/28/2024
06/17/2024	MLM0001--Max Lee Music	20134018475	435.00 06/28/2024
06/17/2024	WPS0001--Watson Piano Studio	20134018549	433.53 06/28/2024
06/17/2024	HARM000--Harmony Studios	20134018574	408.00 06/28/2024
06/17/2024	ARTO000--Art-One World / Many Views	20134018483	404.00 06/28/2024
06/17/2024	CHOZ000--Chozen Martial Arts - Alta Loma	20134018612	402.00 06/28/2024
06/17/2024	AOL0001--Art of Illusions	20134018570	402.00 06/28/2024
06/17/2024	STEPH000--Stephanie Hudson	20134018505	400.00 06/28/2024
06/17/2024	AHSOM0001--Amanda Hartzell's Studio of Music	20134018446	400.00 06/28/2024
06/17/2024	TUCK001--TuckerWorks Art Studio	20134018579	398.00 06/28/2024
06/17/2024	KESS000--Kessler's Classroom	20134018589	380.00 06/28/2024
06/17/2024	TIN0001--TLK Ice, Inc	20134018581	367.50 06/28/2024
06/17/2024	MART002--Martial Way, The	20134018504	360.00 06/28/2024
06/17/2024	ROCK004--Rockside Music Studios	20134018523	360.00 06/28/2024
06/17/2024	EAC00012--Empire Athletics Corp.	20134018536	357.00 06/28/2024
06/17/2024	ATAS000--ATA Success Martial Arts	20134018567	350.00 06/28/2024
06/17/2024	ASEP000--ASEP So Cal - Chess Masters	20134018466	345.00 06/28/2024
06/17/2024	MMB0001--Marcelo Mafra BJJ	20134018546	330.00 06/28/2024
06/17/2024	KUMO010--Kumon Math and Reading Center of Cerritos	20134018571	320.00 06/28/2024
06/17/2024	ROBI001--Robin Young Pottery	20134018534	320.00 06/28/2024
06/17/2024	JAMES000--James Duran	20134018488	320.00 06/28/2024
06/17/2024	FRIE000--Friends of Willow Tree	20134018451	317.00 06/28/2024
06/17/2024	MMA00012--Monrovia Music Academy	20134018501	315.00 06/28/2024
06/17/2024	JOIN000--Join the Band Music Lessons Studio	20134018463	306.00 06/28/2024
06/17/2024	UMACC0001--Universal Martial Arts Centers - Chino	20134018448	303.75 06/28/2024
06/17/2024	SETH000--Kaser Arts	20134018442	302.75 06/28/2024
06/17/2024	PMA00012--Prestige Martial Arts	20134018495	302.00 06/28/2024
06/17/2024	HEID001--Heidi Steiner - Tutor	20134018507	300.00 06/28/2024
06/17/2024	MART001--Martial Arts USA	20134018474	300.00 06/28/2024
06/17/2024	USMU000--US Music Lessons	20134018509	720.00 06/28/2024
06/17/2024	NEUT000--Neutral Grounds BJJ Academy	20134018458	715.00 06/28/2024
06/17/2024	TCOF0001--Tutoring Club of Fallbrook	20134018594	704.00 06/28/2024
06/17/2024	ACAD005--Academy of Music and Performing Arts Murrieta	20134018556	669.00 06/28/2024
06/17/2024	TFAL0001--Teragi Fullerton Academy, LLC	20134018456	660.00 06/28/2024
06/17/2024	AAAMKT0001--myT	20134018561	650.00 06/28/2024
06/17/2024	MATH018--Mathnasium of Rancho Cucamonga	20134018535	640.00 06/28/2024
06/17/2024	FSBB0001--Fight Syndicate Big Bear	20134018486	640.00 06/28/2024
06/17/2024	SUSA003--Susan Sanders	20134018540	600.00 06/28/2024
06/17/2024	STAG000--Stagelight Performing Arts	20134018577	592.50 06/28/2024
06/17/2024	TRIF000--TriFyft Sports	20134018473	588.00 06/28/2024
06/17/2024	ASM0001--APEX School of Movement	20134018604	555.00 06/28/2024
06/17/2024	SIGN001--Signing in the Gap	20134018481	541.75 06/28/2024
06/17/2024	MUSI011--Music Alley School of the Arts	20134018573	536.44 06/28/2024
06/17/2024	EF0001--Eddie Fensler	20134018562	535.00 06/28/2024
06/17/2024	MARST0001--Mrs. A's Reading Skills Tutoring	20134018558	520.00 06/28/2024
06/17/2024	REAL001--Realm Creative Academy LLC, The	20134018552	512.00 06/28/2024
06/17/2024	MRABMTP0001--Mary Resenbeck's Academic-Based Musical Theater Pr	20134018479	510.00 06/28/2024
06/17/2024	DDC00001--Diana's Dance Company	20134018512	506.00 06/28/2024
06/17/2024	SA00012--Scot Austin	20134018532	503.50 06/28/2024
06/17/2024	IGNI000--Ignite ATA Martial Arts	20134018590	500.00 06/28/2024
06/17/2024	AMAN000--Amanda Holiday	20134018496	487.50 06/28/2024
06/17/2024	NCGATGKOP0001--North County Gymnastics and The	20134018478	480.50 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/17/2024	Gymnny Kids of Poway		
06/17/2024	CLT0001--Circle LB, The	20134018529	452.53 06/28/2024
06/17/2024	RWC0001--Redefined Woodworking Company, LLC	20134018453	450.00 06/28/2024
06/17/2024	GRAC001--Gracie Barra Corona	20134018609	450.00 06/28/2024
06/17/2024	KATH004--Kathleen Elliott Equestrian Training	20134018563	440.00 06/28/2024
06/17/2024	LT0001--Lister Tutoring	20134018593	1,000.00 06/28/2024
06/17/2024	ONPO000--On Pointe Productions, LLC	20134018588	990.00 06/28/2024
06/17/2024	CENC0001--Competitive Edge Batting Cages	20134018518	978.50 06/28/2024
06/17/2024	REDL000--Redlands Art Association	20134018499	978.00 06/28/2024
06/17/2024	DEBB000--Debbie's Music Studio	20134018455	970.00 06/28/2024
06/17/2024	ETHO000--Ethos Jiu Jitsu	20134018553	960.00 06/28/2024
06/17/2024	TSB0001--True Strength Boxing	20134018515	960.00 06/28/2024
06/17/2024	GSBAP0001--Golden State Ballet and Pilates	20134018560	945.00 06/28/2024
06/17/2024	MLB0001--Mary Longbottom	20134018585	941.00 06/28/2024
06/17/2024	WATE000--Waterfront Education *	20134018603	920.00 06/28/2024
06/17/2024	GJJAV0001--Gracie Jiu Jitsu Apple Valley	20134018492	910.00 06/28/2024
06/17/2024	SWIM000--Swim to Shore	20134018469	909.50 06/28/2024
06/17/2024	SSJL0001--South Shore Jiu Jitsu, LLC	20134018468	893.75 06/28/2024
06/17/2024	1AMSA--1 Art - Megapixels School of the Arts	20134018602	890.00 06/28/2024
06/17/2024	MTWM0001--Mastery Tutoring with Monique	20134018500	888.00 06/28/2024
06/17/2024	WILD001--Wildcats Hockey dba Jr. Reign	20134018476	880.00 06/28/2024
06/17/2024	DKI000--Drama Kids - Temecula Valley	20134018538	878.00 06/28/2024
06/17/2024	KERR000--Kerri McComb Music Lessons	20134018443	875.00 06/28/2024
06/17/2024	HANG002--Hangar 18 - Upland, Inc.	20134018471	863.00 06/28/2024
06/17/2024	LORI005--Lori's Tutoring	20134018568	860.00 06/28/2024
06/17/2024	CELE000--Celebration Education	20134018599	840.00 06/28/2024
06/17/2024	ANIM000--Animation Course, The	20134018545	800.00 06/28/2024
06/17/2024	THOU001--Gracie Morumbi Academy	20134018491	791.67 06/28/2024
06/17/2024	VCMA000--VCMA Villatoro Champion Martial Arts	20134018480	791.16 06/28/2024
06/17/2024	TYLE000--Carlisle Music Studio	20134018470	778.00 06/28/2024
06/17/2024	HOR0001--Hope for Reading	20134018516	770.00 06/28/2024
06/17/2024	LBTBN0001--Learn Beyond The Book - Northridge	20134018444	754.35 06/28/2024
06/17/2024	RARSOM0001--Riffs and Runs School of Music, LLC	20134018551	720.00 06/28/2024
06/17/2024	ABT0001--Athania Baker Tutoring	20134018493	1,644.08 06/28/2024
06/17/2024	TRSL0001--Tree Ranch School LLC	20134018517	1,620.00 06/28/2024
06/17/2024	VICT005--Victory Aquatics (Piranha Swim Team)	20134018544	1,617.00 06/28/2024
06/17/2024	Fits000--FitSport Kinetics	20134018472	1,587.50 06/28/2024
06/17/2024	JACA000--Jacaranda Music Studios, LLC - Brea	20134018611	1,562.68 06/28/2024
06/17/2024	POOL0001--Power of One Lakewood	20134018530	1,512.00 06/28/2024
06/17/2024	VCMA0001--Ventura County Music Academy	20134018595	1,410.00 06/28/2024
06/17/2024	KOFFSH0001--Kumon Of Fontana, Summit Heights	20134018576	1,400.00 06/28/2024
06/17/2024	VENT002--Ventura Makos Surf Camp	20134018465	1,400.00 06/28/2024
06/17/2024	ALIS000--Alisa's Piano Studio	20134018484	1,400.00 06/28/2024
06/17/2024	BRAI005--Brain Builders STEM Education	20134018557	1,339.62 06/28/2024
06/17/2024	AMYS001--Piano with Miss Amy	20134018508	1,330.00 06/28/2024
06/17/2024	FNA0001--Felton Ninja Academy	20134018519	1,309.25 06/28/2024
06/17/2024	STUD002--Studio Claremont	20134018587	1,291.67 06/28/2024
06/17/2024	PHR0001--Providence Heart Ranch	20134018597	1,287.50 06/28/2024
06/17/2024	TAKE000--Take a Step into Reading with Mrs. Tremper	20134018533	1,191.00 06/28/2024
06/17/2024	SSA0001--Safe Swim Academy	20134018591	1,190.00 06/28/2024
06/17/2024	DKML0001--DRS Krav Maga LLC	20134018541	1,180.00 06/28/2024
06/17/2024	REL0001--Reign Equine LLC	20134018559	1,125.00 06/28/2024
06/17/2024	AMER002--American Martial Arts Academy Placentia/Yorba Lin	20134018531	1,122.00 06/28/2024
06/17/2024	EMHS000--EMH Sports USA INC	20134018596	1,081.45 06/28/2024
06/17/2024	SMGL0001--Sundae Music Group LLC	20134018592	1,050.00 06/28/2024
06/17/2024	ARTW000--Art With Aunt Jes	20134018477	1,042.00 06/28/2024
06/17/2024	MG0001--Majestic Gymnastics	20134018498	1,039.16 06/28/2024
06/17/2024	50EV000--5.0 Evolved Martial Arts	20134018461	3,789.00 06/28/2024
06/17/2024	REDL002--Redlands Gymnastics Club	20134018566	3,736.00 06/28/2024
06/17/2024	MMS000--M&M Surfing School	20134018598	3,675.00 06/28/2024
06/17/2024	AGIL000--Agility Kids	20134018450	3,435.70 06/28/2024
06/17/2024	FRAN001--Buzzy Mae Music Academy	20134018582	3,139.00 06/28/2024
06/17/2024	SCIE000--Science-2-U	20134018462	2,830.00 06/28/2024
06/17/2024	KLT0001--KL Tutoring	20134018575	2,760.00 06/28/2024
06/17/2024	HOME007--Home School Coaches	20134018485	2,613.50 06/28/2024
06/17/2024	WATE001--Watersafe Swim School	20134018569	2,568.00 06/28/2024
06/17/2024	KELL002--Kelly Saldivar Performance Horses	20134018537	2,401.29 06/28/2024
06/17/2024	RSLDRA0001--Rancho Swim Lessons dba RSL AQUATICS	20134018514	2,370.00 06/28/2024
06/17/2024	LESS000--Lessons by Design	20134018482	2,151.00 06/28/2024
06/17/2024	SFAM0001--Sew Fun and More	20134018490	2,139.25 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/17/2024	FMT00001--Forge Mx Training	20134018513	2,100.00 06/28/2024
06/17/2024	MISS001--Miss Crady the Math Lady	20134018542	1,969.00 06/28/2024
06/17/2024	PORT001--Portal Languages - Fullerton	20134018506	1,810.07 06/28/2024
06/17/2024	LLST0001--Lab Learning Space, The	20134018524	1,800.00 06/28/2024
06/17/2024	ALTE000--Alternative Choices in Education, LLC	20134018578	1,725.00 06/28/2024
06/17/2024	4THE000--4 The Love of Horses	20134018607	1,710.00 06/28/2024
06/17/2024	AMAZ000--Amazon	20134018613	20,213.40 06/28/2024
06/17/2024	AMAZ000--Amazon	20134018439	13,324.03 06/28/2024
06/17/2024	ARBO000--Arbor Learning Community	20134018459	11,910.00 06/28/2024
06/17/2024	JVS00001--Joobilo - VCI (Services)	20134018487	11,542.74 06/28/2024
06/17/2024	WILL004--Williamsburg Educational Services	20134018449	10,950.00 06/28/2024
06/17/2024	AA00001--Ark Academy	20134018522	8,892.73 06/28/2024
06/17/2024	WILL003--WM Music Lessons (Willie Morales)	20134018543	6,743.27 06/28/2024
06/17/2024	AMAZ000--Amazon	20134018440	5,789.85 06/28/2024
06/17/2024	LEAR010--Learn Beyond the Book	20134018502	5,654.64 06/28/2024
06/17/2024	SMEL0001--Soaring Minds Education, LLC	20134018583	4,370.00 06/28/2024
06/17/2024	ATMUI0001--Admin - T-Mobile USA Inc.	20134018614	1,451.40 06/28/2024
06/17/2024	UPS000--ADMIN - UPS	20134018615	869.54 06/28/2024
06/17/2024	CLFTCI0001--Canyon Lake Farm Training Center, INC	20134018616	550.00 06/28/2024
06/17/2024	ABI0001--ADMIN - Bitwarden, Inc	20134018617	315.00 06/28/2024
06/17/2024	CARO001--Carolina Biological Supply Company *	20134018620	270.61 06/28/2024
06/17/2024	CA0001--Channon Alexander	20134018618	231.39 06/28/2024
06/17/2024	ZOOP000--Zoo Phonics	20134018619	31.87 06/28/2024
06/18/2024	CREA006--Creating a Masterpiece	134009812	49.99 06/28/2024
06/18/2024	BLA0001--Blackmore Learning Academy	134009821	48.00 07/31/2024
06/18/2024	HBFY0001--Huntington Beach Family YMCA	134009795	37.00 07/31/2024
06/18/2024	LG0001--Lanterns Global LLC	134009801	100.00 07/31/2024
06/18/2024	STUD004--Studio X Dance Complex	134009781	81.25 In Transit
06/18/2024	PREC001--Precision Gymnastics	134009826	54.00 07/31/2024
06/18/2024	STEV001--Stevens Reading Tutoring	134009813	50.00 06/28/2024
06/18/2024	APL0001--Anne's Piano Lessons	134009791	160.00 07/31/2024
06/18/2024	MGAV0001--My Gym Atwater Village	134009779	139.00 07/31/2024
06/18/2024	LS00001--Letspanish	134009814	270.00 07/31/2024
06/18/2024	YONG000--Yong-in Martial Arts	134009784	259.00 07/31/2024
06/18/2024	KATE000--Kate Rubke-Foxworth	134009811	240.00 07/31/2024
06/18/2024	MMT0001--Megan's Mountain Tutoring	134009817	240.00 06/28/2024
06/18/2024	AC000012--ADMIN - Costco	134009771	217.14 06/28/2024
06/18/2024	CRES000--Crescendo Performing Arts Academy	134009816	372.00 07/31/2024
06/18/2024	KIDS004--Kids' Club Spanish School	134009788	360.00 06/28/2024
06/18/2024	RFV0001--Rock Fitness/The Wall - Vista	134009780	340.00 07/31/2024
06/18/2024	ELL0001--Enlightened Learning, LLC	134009803	325.00 06/28/2024
06/18/2024	PA00012--Pathfinders Academy	134009805	302.96 07/31/2024
06/18/2024	THRI001--Thrive Dance Center	134009824	302.25 07/31/2024
06/18/2024	EART001--Earthroots	20134018744	512.00 06/28/2024
06/18/2024	NEIG000--Neighborhood Music School - VCI	20134018674	510.00 06/28/2024
06/18/2024	FASH000--Fashion Camp - Create Design Sew *	20134018845	504.00 06/28/2024
06/18/2024	FRON217--Frontier Communications	134009800	500.93 06/28/2024
06/18/2024	VENT004--Ventura Wild (with Ventura Land Trust)	134009827	492.50 07/31/2024
06/18/2024	VDC0001--Vento Dance Company	20134018743	463.75 06/28/2024
06/18/2024	HIGH004--High School Math Live	20134018856	460.00 06/28/2024
06/18/2024	VFL0001--Viva Fit LLC	20134018822	460.00 06/28/2024
06/18/2024	MATH012--Mathnasium of Glendora	20134018788	459.00 06/28/2024
06/18/2024	TBPO0001--Tutoring By Patty Orlaski LLC	20134018770	458.50 06/28/2024
06/18/2024	DUNA000--Dunamix Dance Project	20134018737	455.00 06/28/2024
06/18/2024	ACT00012--SPED - Cornerstone Therapies	134009770	454.60 07/31/2024
06/18/2024	BERA0001--Brandi's Equestrian Riding Academy	20134018761	440.00 06/28/2024
06/18/2024	COMM000--Common Thread Claremont	20134018663	430.00 06/28/2024
06/18/2024	MATH017--Mathnasium of Pasadena	20134018794	429.00 06/28/2024
06/18/2024	OCMD0001--Orange County Music and Dance, Inc.	20134018647	425.00 06/28/2024
06/18/2024	IT000012--Inland Tutoring - Asiam International (U.S.A), INC.	20134018717	425.00 06/28/2024
06/18/2024	BODY000--BODYDYNAMICS	20134018755	420.00 06/28/2024
06/18/2024	MKKM0001--Moorpark Karate & Krav Maga	134009815	419.85 07/31/2024
06/18/2024	HEAT004--Patrick's Music School	20134018710	419.00 06/28/2024
06/18/2024	LGSPA0001--Looking Glass Studio of Performing Arts	20134018636	418.69 06/28/2024
06/18/2024	ZAIDKMARCOC--Zest Academy Inc DBA Kumon Math & Reading Center of Corona	20134018670	412.00 06/28/2024
06/18/2024	SAMP001--Sampa Brazilian Jiu Jitsu - Glendora	20134018673	409.80 06/28/2024
06/18/2024	LEWI001--Lewiss Music Academy Inc	20134018789	405.00 06/28/2024
06/18/2024	ELIT000--Elite Dance Academy of Orange County	134009782	402.50 07/31/2024
06/18/2024	AAC0002--Asylum Athletics Club	20134018630	400.00 06/28/2024
06/18/2024	COAC001--Coach Patty's Gymnastics	20134018751	399.00 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/18/2024	KICK000--Kick It Up Kidz LLC	20134018677	395.22 06/28/2024
06/18/2024	SJJ00012--Sektor Jiu-Jitsu	20134018625	390.00 06/28/2024
06/18/2024	CFF0001--CrossFit Fortem	20134018772	390.00 06/28/2024
06/18/2024	JERE000--Jeremy Burgan, Music Instruction	20134018854	678.00 06/28/2024
06/18/2024	GRAC006--Gracie Temecula Brazilian Jiu Jitsu	134009825	674.25 07/31/2024
06/18/2024	H18A0001--Hangar 18 - Arcadia	20134018662	661.00 06/28/2024
06/18/2024	ADAN000--A Dancers Pointe	20134018665	660.00 06/28/2024
06/18/2024	SCHW000--The Dance Center LLC	20134018768	654.00 06/28/2024
06/18/2024	GMAAS0001--Glendora Music and Arts School	20134018704	640.00 06/28/2024
06/18/2024	JDIDC0001--JDI Dance Company	20134018716	635.00 06/28/2024
06/18/2024	VALE000--Valencia Tutors Learning Center	134009810	630.00 06/28/2024
06/18/2024	CHIL001--Children's Music Academy- La Mirada	20134018800	625.00 06/28/2024
06/18/2024	MARY001--Mary Selby Music	20134018795	625.00 06/28/2024
06/18/2024	DANT000--Dan Taylor Karate	20134018873	620.00 06/28/2024
06/18/2024	IRMA000--Irma D. Salcido	20134018809	610.00 06/28/2024
06/18/2024	PHRI0001--Pony Hayvin Ranch, Inc.	20134018664	610.00 06/28/2024
06/18/2024	CFS0001--Children's Forest School	20134018685	600.00 06/28/2024
06/18/2024	TOTH000--To the Pointe Dance Productions	20134018819	590.75 06/28/2024
06/18/2024	JEFF002--Jeff Speakman New Breed Martial Arts Lake Ar-rowhea	20134018877	585.00 06/28/2024
06/18/2024	WESP000--We Spark Learning	134009792	567.65 07/31/2024
06/18/2024	WHIT005--White Dragon Martial Arts Temecula	20134018874	565.50 06/28/2024
06/18/2024	BURB001--Burbank Music Academy	20134018699	562.50 06/28/2024
06/18/2024	LAHA000--La Habra Yamaha Music School	20134018658	551.00 06/28/2024
06/18/2024	WHIS000--Whispering Oak Stables	20134018638	550.00 06/28/2024
06/18/2024	CSDCC0001--CSDC Conference	134009778	549.00 07/31/2024
06/18/2024	AJJT0001--Atos Jiu Jitsu Temecula	20134018749	545.54 06/28/2024
06/18/2024	ACAD004--Academy Of Ballet Arts	20134018860	538.00 06/28/2024
06/18/2024	WWMAI0001--Warrior World Martial Arts Inc.	20134018785	537.00 06/28/2024
06/18/2024	DRML0001--Devin Renee Music LLC	20134018637	525.00 06/28/2024
06/18/2024	EAST000--Eastvale Athletics, LLC	134009793	524.99 06/28/2024
06/18/2024	MYFO000--My Focus TKD - Yucaipa	20134018702	524.00 06/28/2024
06/18/2024	YT0001--Yun Tutoring	20134018814	520.00 06/28/2024
06/18/2024	IAT0001--Inquiry Academy, The	20134018745	519.11 06/28/2024
06/18/2024	CONE000--Conejo Recreation and Park District	134009767	851.00 06/28/2024
06/18/2024	ARCH000--Archery Champs	20134018783	843.00 06/28/2024
06/18/2024	PPA0001--Parnassus Preparatory Academy	20134018640	837.42 06/28/2024
06/18/2024	JEFF001--Jeff Speakman New Breed Martial Arts Hesperia	20134018693	837.00 06/28/2024
06/18/2024	WINN000--Winner's Gymnastics	20134018787	820.00 06/28/2024
06/18/2024	CNLA0001--Code Ninjas Los Alamitos	20134018887	816.00 06/28/2024
06/18/2024	MOME000--Momentum Dance Center	134009819	815.00 07/31/2024
06/18/2024	MUSI010--Music Abode, The	20134018722	810.00 06/28/2024
06/18/2024	CREA007--CLASS Academics (Creative Learning & Smart So-lutions Academics)	134009802	806.25 07/31/2024
06/18/2024	SEAAJT0001--Strides Equine Academy at Juniper Trails	20134018628	805.00 06/28/2024
06/18/2024	ARTI001--Artistic Dance Academy	20134018711	794.68 06/28/2024
06/18/2024	JENS000--Jensen's Piano	20134018839	784.18 06/28/2024
06/18/2024	APPL001--Applause Music Academy - Glendora	20134018852	782.00 06/28/2024
06/18/2024	AMHSL0001--ADMIN - MHS Lift	20134018863	775.00 06/28/2024
06/18/2024	MVA0001--Music Vault Academy	20134018752	775.00 06/28/2024
06/18/2024	UNIV003--Universal Martial Arts Center	134009789	770.00 06/28/2024
06/18/2024	ACI0001--Actorsite Inc	20134018703	764.00 06/28/2024
06/18/2024	PENN001--Penny Smith, Piano and Clarinet Lessons	20134018736	750.00 06/28/2024
06/18/2024	FREE000--Freedom in Motion Gym LLC - Murrieta	20134018646	750.00 06/28/2024
06/18/2024	FMT00001--Forge Mx Training	20134018858	750.00 06/28/2024
06/18/2024	RMAOLB0001--Rok Music Academy of Long Beach	20134018738	743.75 06/28/2024
06/18/2024	VTAI0001--Victorville Taekwondo Academy, Inc	20134018883	731.25 06/28/2024
06/18/2024	DJSML0001--Dave Janssen's School of Music LLC - WG	20134018667	730.00 06/28/2024
06/18/2024	SJJRH0001--Sektor Jiu Jitsu Rowland Heights	20134018802	713.75 06/28/2024
06/18/2024	WHIT004--Whitebrook Farm	20134018820	713.00 06/28/2024
06/18/2024	STAR001--Starry Night Art Studio	20134018872	710.00 06/28/2024
06/18/2024	UPLA000--Upland Martial Arts	20134018882	708.00 06/28/2024
06/18/2024	CONC000--Conchie Henderson	20134018763	690.00 06/28/2024
06/18/2024	STEP004--Stephanie Reyes	20134018876	690.00 06/28/2024
06/18/2024	INTR000--Intro 2 Skateboarding	20134018843	690.00 06/28/2024
06/18/2024	CHM0001--Cal Heights Music	20134018635	1,092.00 06/28/2024
06/18/2024	FUNW000--Fun with Horses	20134018797	1,080.98 06/28/2024
06/18/2024	IF0001--Iris Farms	134009809	1,076.00 07/31/2024
06/18/2024	NORT001--North County Gymnastics and the Gymninny Kids	134009798	1,070.25 07/31/2024
06/18/2024	PSAL000--Psalm 33 Music	20134018859	1,050.00 06/28/2024
06/18/2024	DBAJL0001--Doing Business as Justin Lord	20134018846	1,045.39 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/18/2024	COAC000--Coach Kristina Soto	20134018801	1,035.00 06/28/2024
06/18/2024	SANT000--Santa Barbara Zoo	134009804	1,028.90 07/31/2024
06/18/2024	UNIT002--USKO	20134018812	1,016.00 06/28/2024
06/18/2024	WEST003--Westminster Arts Academy	20134018808	1,012.50 06/28/2024
06/18/2024	FRAZ000--Frazier Martial Arts	134009807	1,011.00 07/31/2024
06/18/2024	AVER000--Averyboo Arts	20134018645	1,002.25 06/28/2024
06/18/2024	SUS001--Linda Susan Graves	20134018629	1,000.00 06/28/2024
06/18/2024	KIMS002--Kim's Taekwondo Institute	20134018815	999.00 06/28/2024
06/18/2024	BHR0001--Blossom Hill Ranch	20134018694	993.75 06/28/2024
06/18/2024	MLAB000--MLAB Ninja Training Grounds	20134018713	985.84 06/28/2024
06/18/2024	SOCA005--SoCal Singer Studio	20134018718	985.00 06/28/2024
06/18/2024	LEAN001--Leanna Joan	20134018871	970.00 06/28/2024
06/18/2024	FFK0001--Fundamental Foundations	20134018875	952.94 06/28/2024
06/18/2024	360F000--360 Freestyle Gymnastics Academy	20134018672	950.00 06/28/2024
06/18/2024	TEME000--Temecula Clay	20134018767	950.00 06/28/2024
06/18/2024	PMA0001--Pasadena Music Academy	134009822	945.00 06/28/2024
06/18/2024	WSSSC0001--Waterworks Swim School - Santa Clarita	134009775	940.00 06/28/2024
06/18/2024	WSSR0001--Waterworks Swim School - Riverside	134009796	932.63 06/28/2024
06/18/2024	BLUE001--Blue Moxie Art	20134018888	910.75 06/28/2024
06/18/2024	GBYL0001--Gracie Barra Yorba Linda	20134018654	899.40 06/28/2024
06/18/2024	DOCU001--ADMIN - Document Tracking Services	134009776	895.00 06/28/2024
06/18/2024	ART4000--Art 4 Kids and Teens	134009828	894.00 06/28/2024
06/18/2024	BREA001--Breakthrough Sports	20134018833	859.19 06/28/2024
06/18/2024	MICH003--Michele Liem	20134018841	855.00 06/28/2024
06/18/2024	WSSDB0001--Waterworks Swim School - Diamond Bar	134009806	1,636.83 06/28/2024
06/18/2024	BLUE002--Blue Tent Online	20134018684	1,577.50 06/28/2024
06/18/2024	LEAR003--The Learning Collective	20134018754	1,575.00 06/28/2024
06/18/2024	SHMO000--Shmoop - School Owned License	134009820	1,500.00 06/28/2024
06/18/2024	DKTU000--DK Tutoring	20134018735	1,440.00 06/28/2024
06/18/2024	ATUR0001--A+ Tutoring	20134018666	1,435.00 06/28/2024
06/18/2024	AVPA000--AVPA at La Sierra University	20134018868	1,420.00 06/28/2024
06/18/2024	AMSL0001--Airshine Music School LLC	20134018890	1,401.00 06/28/2024
06/18/2024	WRIT002--Write On! Webb	20134018720	1,399.50 06/28/2024
06/18/2024	HRI0001--Hillcrest Ranch Inc.	20134018700	1,395.00 06/28/2024
06/18/2024	WATE004--Waterworks Aquatics Irvine	134009787	1,382.78 06/28/2024
06/18/2024	HUNT001--Huntington Music	20134018687	1,360.00 06/28/2024
06/18/2024	BSSOPV0001--British Swim School - Upland	20134018696	1,355.00 06/28/2024
06/18/2024	HART000--Hart Academy of Dance, Inc.	20134018829	1,338.12 06/28/2024
06/18/2024	KATH003--Kathy Ashdown	20134018701	1,320.00 06/28/2024
06/18/2024	JUMP000--Jump and Schout Therapy, Inc.	134009833	1,300.00 07/31/2024
06/18/2024	BARR000--Barron Hockey Academy	134009797	1,298.00 In Transit
06/18/2024	TERR000--Terra Arts Foundation	134009766	1,292.00 In Transit
06/18/2024	KOC0001--Kumon of Camarillo	20134018847	1,280.00 06/28/2024
06/18/2024	DRAW006--Drawn2Art - Rancho Cucamonga (formerly Kids Art)	20134018786	1,280.00 06/28/2024
06/18/2024	LIVE002--Live Online Math	134009765	1,270.00 07/31/2024
06/18/2024	MONI003--Monica Basurto	20134018790	1,246.00 06/28/2024
06/18/2024	NATE000--Nate and Alice Music Studio	20134018644	1,200.00 06/28/2024
06/18/2024	MATH010--Mathnasium of Eastvale	20134018823	1,198.00 06/28/2024
06/18/2024	PT00012--Pickavance Tutoring	20134018705	1,188.00 06/28/2024
06/18/2024	HDMT0001--High Desert Math Tutor	20134018781	1,170.00 06/28/2024
06/18/2024	CHRI005--Christy O'Herin	20134018631	1,147.00 06/28/2024
06/18/2024	MCMC0001--Mountain City Music Company	20134018869	1,140.00 06/28/2024
06/18/2024	CLAR000--Claremont Chefs Academy	134009777	1,120.00 06/28/2024
06/18/2024	TEME010--Temecula Conservatory of Music	20134018816	1,110.25 06/28/2024
06/18/2024	PFASL0001--PFA Sports LLC	20134018633	2,819.00 06/28/2024
06/18/2024	BSFSFVSA0001--Baby Swim Float Swim / French Valley Swim Academy	20134018765	2,772.00 06/28/2024
06/18/2024	M3CR000--M3 Creative Academy	20134018651	2,684.00 06/28/2024
06/18/2024	AMER001--American Martial Arts Academy - Fullerton Campus	20134018780	2,648.00 06/28/2024
06/18/2024	MILL001--Milligan Productions	134009769	2,502.00 In Transit
06/18/2024	BETH000--Beth Bellinder - Elizabeth A. Bellinder	20134018680	2,437.00 06/28/2024
06/18/2024	ATRE000--A Tree of Knowledge Tutoring	20134018624	2,390.00 06/28/2024
06/18/2024	FLBPT0001--Friends of Leaps & Bounds - Horseback Riding	20134018849	2,280.00 06/28/2024
06/18/2024	TEME002--Temecula Music Teacher, LLC	20134018851	2,244.81 06/28/2024
06/18/2024	PBLALCH0001--Play-based Learning Academy, LLC - Chino Hills	20134018626	2,191.43 06/28/2024
06/18/2024	BUMB000--Bumblebunch Sewing Studio	134009773	2,095.00 06/28/2024
06/18/2024	BT0001--Beach Tutors	20134018862	2,073.00 06/28/2024
06/18/2024	DEAN000--De Angelo's Music	20134018776	2,070.00 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/18/2024	TEME006--Temecula Valley Driving School	20134018623	2,015.00 06/28/2024
06/18/2024	DENA000--Dena Reeves - Math Tutoring	20134018656	2,000.00 06/28/2024
06/18/2024	TSS00001--THE SKATE-SIDE	20134018880	1,987.00 06/28/2024
06/18/2024	CKA0001--Creative Kingdom Arts	20134018669	1,910.00 06/28/2024
06/18/2024	MIKE003--Michael Wong	134009774	1,885.00 07/31/2024
06/18/2024	RIVE006--Riverside Aquatics Association	20134018798	1,849.40 06/28/2024
06/18/2024	SKDCL0001--Studio K Dance Collective LLC	20134018642	1,843.80 06/28/2024
06/18/2024	LECL000--Le Club Gymnastics - West Gymnastics Center	134009808	1,778.40 07/31/2024
06/18/2024	NOON000--Noonan Family Swim School - Murrieta	20134018824	1,766.06 06/28/2024
06/18/2024	BLUE000--Blue Buoy Swim School	20134018837	1,764.71 06/28/2024
06/18/2024	ROCK007--Rockstars of Tomorrow - La Verne	20134018838	1,760.50 06/28/2024
06/18/2024	CORN001--SPED - Cornerstone Educational Solutions	134009772	1,746.90 07/31/2024
06/18/2024	PBPS0001--Peter Brown Piano Studio	20134018799	1,736.25 06/28/2024
06/18/2024	KEYB001--Wrightwood Education Studio -WES	20134018867	1,712.00 06/28/2024
06/18/2024	ROCK006--Rockstars of Tomorrow - Riverside	20134018734	1,680.00 06/28/2024
06/18/2024	EEL00011--Eleven Elevation LLC	20134018719	1,667.00 06/28/2024
06/18/2024	FFU0001--Firestorm Freerunning Ultra	134009785	1,662.00 In Transit
06/18/2024	INST004--ADMIN - Instructure, Inc	20134018766	38,700.50 06/28/2024
06/18/2024	AYZA000--ADMIN - AyZar Inc.	20134018757	16,635.21 06/28/2024
06/18/2024	TRBESPT0001--ADMIN - The Richard B. Eshleman Separate Property Trust	20134018821	10,005.27 06/28/2024
06/18/2024	AOAVS00012--ADMIN - OC Audio Visual Solutions	134009832	7,934.86 07/31/2024
06/18/2024	WILL004--Williamsburg Educational Services	20134018774	6,950.00 06/28/2024
06/18/2024	KUMO005--Kumon Math and Reading Center of Burbank West	134009799	4,840.00 07/31/2024
06/18/2024	CLAS002--Classical Learning Resource Center	20134018804	4,538.50 06/28/2024
06/18/2024	CLAR001--Claremont Club, The	134009818	4,460.37 07/31/2024
06/18/2024	ALCA0001--ADMIN - LOOK! Cinema	134009834	3,815.08 07/31/2024
06/18/2024	HOU000--Houghton Mifflin Harcourt Publishing Company	20134018714	3,735.58 06/28/2024
06/18/2024	WMTU000--WM Tutoring Services	20134018730	3,710.00 06/28/2024
06/18/2024	WRIT004--Writtenburg Door	20134018793	3,649.00 06/28/2024
06/18/2024	ROCK005--Rockstars of Tomorrow - Norco/Chino Hills	134009786	3,625.00 07/31/2024
06/18/2024	PEAC002--Peace Hill Classical Co-op, LLC	20134018831	3,287.41 06/28/2024
06/18/2024	HOME009--HomeGrown Writers	20134018813	3,262.25 06/28/2024
06/18/2024	COAS001--Coastline Academy	20134018706	3,234.00 06/28/2024
06/18/2024	WATE005--Waterworks Aquatics Pasadena	134009823	3,176.88 06/28/2024
06/18/2024	MATH004--Mathnasium of Brea	20134018810	3,086.79 06/28/2024
06/18/2024	NADY0001--NinjAcademy	20134018697	2,930.40 06/28/2024
06/18/2024	FIMGLL0001--Freedom in Motion Gym LLC - Loma Linda	134009768	2,858.00 07/31/2024
06/18/2024	HZBALT0001--Hitting Zone Baseball Academy LLC, The	20134018657	2,850.00 06/28/2024
06/18/2024	ARN0001--ADMIN - Richard Norris	20134018818	2,800.00 06/28/2024
06/18/2024	AAWSI0001--ADMIN - Aquatech Water Systems Inc	134009790	1,632.00 07/31/2024
06/18/2024	APPETG0001--ADMIN - Phantom Projects Educational Theatre Group	134009794	720.00 06/28/2024
06/18/2024	BRAV000--Brave Writer	20134018832	249.00 06/28/2024
06/18/2024	TIMO000--Tim OBrien	134009829	217.36 In Transit
06/18/2024	FEDE000--ADMIN - FedEx	20134018621	134.55 06/28/2024
06/18/2024	PART000--SPED - Partners in Special Education	134009831	97.50 07/31/2024
06/18/2024	BOWE000--Field Trip - The Bowers Museum of Cultural Art	134009783	50.00 06/28/2024
06/18/2024	STRS001--San Bernadino County Superintendent of Schools	134009830	26.04 06/28/2024
06/20/2024	WILL001--William W. Hall		650.00 06/28/2024
06/20/2024	SUSA001--Susan Houle		650.00 06/28/2024
06/20/2024	MICH000--Michael P. Humphrey		650.00 06/28/2024
06/20/2024	STEV000--Steve Fraire		650.00 06/28/2024
06/20/2024	PETE000--Peter Matz		650.00 06/28/2024
06/20/2024	IGOE0001--IGOE	FSA06.20	455.00 06/28/2024
06/20/2024	MUSI002--Music Junction, The	20134018811	179.00 06/28/2024
06/20/2024	TRTWD0001--Tempest Taekwondo	20134018836	179.00 06/28/2024
06/20/2024	VALL000--Valle Vocal Studios	20134018753	175.00 06/28/2024
06/20/2024	ANAH000--Anaheim Ballet School	20134018659	175.00 06/28/2024
06/20/2024	PIAN003--Piano Play Music	20134018725	175.00 06/28/2024
06/20/2024	JYST000--JYS Taekwondo	20134018740	175.00 06/28/2024
06/20/2024	HDCLSA0001--High Desert Cheer LLC Spirit Athletics	20134018729	170.00 06/28/2024
06/20/2024	BTPSL0001--Born to Perform Studio, LLC	20134018760	168.75 06/28/2024
06/20/2024	LSN001--Admin - LifeSigns Now	20134018855	166.00 06/28/2024
06/20/2024	UJJA0001--Ultra Jiu Jitsu Academy	20134018881	165.00 06/28/2024
06/20/2024	CH000001--Hamborg Academy of Art	20134018756	165.00 06/28/2024
06/20/2024	MOUN002--Mountain Lyrical Private Studio	20134018827	160.00 06/28/2024
06/20/2024	ETHO000--Ethos Jiu Jitsu	20134018842	160.00 06/28/2024
06/20/2024	GRAN000--Grand Mountain Jiu-Jitsu Academy	20134018748	159.00 06/28/2024
06/20/2024	MMI0001--Mosaic Music Inc.	20134018641	158.61 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/20/2024	YOTEV0001--YMCA of the East Valley	20134018676	157.00 06/28/2024
06/20/2024	MOON000--Moonridge School of Dance	20134018865	155.00 06/28/2024
06/20/2024	EYS0001--Elevated Youth Sports	20134018688	150.00 06/28/2024
06/20/2024	KIMS001--Kim's Hapkido Yucaipa	20134018885	150.00 06/28/2024
06/20/2024	LAUR007--Laurie's Math Tutoring	20134018857	150.00 06/28/2024
06/20/2024	NFI0001--Noble Fitness Inc	20134018683	149.00 06/28/2024
06/20/2024	TCOF0001--Tutoring Club of Fallbrook	20134018792	141.99 06/28/2024
06/20/2024	LSCLL0001--Legacy Soccer Club L.A. LLC	20134018773	140.00 06/28/2024
06/20/2024	FRAN001--Buzzy Mae Music Academy	20134018747	140.00 06/28/2024
06/20/2024	HARM000--Harmony Studios	20134018723	136.00 06/28/2024
06/20/2024	GOLD000--Gold Coast Gymnastics	20134018732	135.00 06/28/2024
06/20/2024	WANN000--Wanna Learn Piano	20134018632	280.00 06/28/2024
06/20/2024	CMC0001--Crestline Music Cottage	20134018691	280.00 06/28/2024
06/20/2024	VM0001--Villa Musica	20134018830	280.00 06/28/2024
06/20/2024	AD00012--Spanish Advantage de Sra. Garner	20134018681	276.00 06/28/2024
06/20/2024	DAVID000--David Reuther Vocal Studio, The	20134018648	275.00 06/28/2024
06/20/2024	CREA001--Creative Creatures & Co.	20134018655	272.00 06/28/2024
06/20/2024	AJJCT0001--Americana Jiu Jitsu Collective, The	20134018692	269.00 06/28/2024
06/20/2024	CHEF000--Chef Tech Cooking School	20134018778	260.00 06/28/2024
06/20/2024	TGA0001--TGA Golf Academy	20134018679	259.00 06/28/2024
06/20/2024	HENR000--Henry Doktorski	20134018771	250.00 06/28/2024
06/20/2024	SUZU000--Suzuki Academy of LA	20134018728	250.00 06/28/2024
06/20/2024	TCTS0001--Teach Communication through Science	20134018634	248.75 06/28/2024
06/20/2024	GOA00012--Gang of Arrows	20134018650	240.00 06/28/2024
06/20/2024	OFFI000--ADMIN - Office Depot *	20134018891	229.17 06/28/2024
06/20/2024	SHAK000--Shakespeare Kids	20134018866	226.00 06/28/2024
06/20/2024	K2SL0001--K2 Studios LLC	20134018643	225.68 06/28/2024
06/20/2024	OFA0001--Ochoa Football Academy	20134018878	225.00 06/28/2024
06/20/2024	TAKE000--Take a Step into Reading with Mrs. Tremper	20134018690	225.00 06/28/2024
06/20/2024	UNAH0001--Ultimate Ninjas Anaheim Hills	20134018727	222.99 06/28/2024
06/20/2024	CERRI001--Yamaha Music School - Cerritos & Chino Hills	20134018777	206.00 06/28/2024
06/20/2024	SAMU000--Samurai Academy	20134018769	205.00 06/28/2024
06/20/2024	REDL002--Redlands Gymnastics Club	20134018668	200.50 06/28/2024
06/20/2024	TEME001--Temecula Music Academy	20134018671	200.00 06/28/2024
06/20/2024	BWCI0001--Big Wheel Coaching Inc	20134018698	200.00 06/28/2024
06/20/2024	TEME009--Temecula Triton Swim Club	20134018825	195.70 06/28/2024
06/20/2024	MVFI0001--Mission Viejo Family YMCA	20134018726	194.00 06/28/2024
06/20/2024	FIMGR0001--Freedom in Motion Gym - Riverside	20134018649	190.00 06/28/2024
06/20/2024	USBL000--USBA - Royce Gracie Academy OC	20134018889	185.00 06/28/2024
06/20/2024	CPAA0001--Carlsbad Performing Arts Academy	20134018639	185.00 06/28/2024
06/20/2024	BR0001--Bonnie Rinkert	20134018733	180.00 06/28/2024
06/20/2024	MPRF0001--MPR Fitness	20134018784	360.00 06/28/2024
06/20/2024	FC0001--Flowstone Climbing	20134018695	360.00 06/28/2024
06/20/2024	ANDR003--Coastal Music Studios	20134018708	360.00 06/28/2024
06/20/2024	CYNT000--Cynthia Dapello	20134018707	360.00 06/28/2024
06/20/2024	RMCIO001--Ramona Music Center Inc	20134018627	350.00 06/28/2024
06/20/2024	KP0001--Keys to Piano	20134018741	350.00 06/28/2024
06/20/2024	CHAR001--Charlot Gymnastics, Inc	20134018796	345.00 06/28/2024
06/20/2024	ENDE000--Endeavor Gymnastics	20134018724	330.00 06/28/2024
06/20/2024	SDMA0001--San Dimas Music Academy	20134018835	328.00 06/28/2024
06/20/2024	RAPT00012--Red Apple Project, The	20134018782	327.05 06/28/2024
06/20/2024	CODE002--Coder School, The - Cerritos	20134018758	325.00 06/28/2024
06/20/2024	LTLWMM0001--Love to Learn with Mrs. Monica	20134018775	320.00 06/28/2024
06/20/2024	BEVE000--English Language Arts with Beverly Ann Yocky	20134018805	319.00 06/28/2024
06/20/2024	CGW0001--Carlson Gracie Westminster	20134018803	312.50 06/28/2024
06/20/2024	ATCC000--ATC Corona Inc	20134018844	312.00 06/28/2024
06/20/2024	LASI000--Fit 2 Be Free LLC	20134018828	310.00 06/28/2024
06/20/2024	CB0001--CalmingBee	20134018712	300.00 06/28/2024
06/20/2024	PATR001--Patricia Morrow	20134018791	300.00 06/28/2024
06/20/2024	LSOC0001--Learning Squad OC	20134018689	300.00 06/28/2024
06/20/2024	LEAR001--Learn to Rip Surf Lessons	20134018861	300.00 06/28/2024
06/20/2024	ATACL0001--Audre Taylor- A Curious Life	20134018746	295.00 06/28/2024
06/20/2024	FNA0001--Felton Ninja Academy	20134018884	47.50 06/28/2024
06/20/2024	LORI000--Lori Kibbe Vocal Training	20134018886	45.00 06/28/2024
06/20/2024	JENN002--Murphy Language Arts LLC	20134018879	39.00 06/28/2024
06/20/2024	SK00001--Strategic Kids	20134018739	36.40 06/28/2024
06/20/2024	TGG0001--Train Goat Gainz	20134018660	25.00 06/28/2024
06/20/2024	CHS000--Chao Violin Studio	20134018622	10.00 06/28/2024
06/20/2024	AQUA002--Aquatic Explorations & Safety Training	20134018661	135.00 06/28/2024
06/20/2024	BLOO000--Bloom School of Music and Dance	20134018742	132.00 06/28/2024
06/20/2024	JOAN001--Joanne Ayotte / Poiema Studios	20134018840	130.00 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/20/2024	THEL000--Contigo Language Learning	20134018686	128.00 06/28/2024
06/20/2024	NATA000--Nataly Jewel	20134018652	125.00 06/28/2024
06/20/2024	ALLE000--Allemande Music Academy, LLC	20134018731	120.00 06/28/2024
06/20/2024	MICH002--Michelles Keys Piano Studio	20134018848	120.00 06/28/2024
06/20/2024	REDL008--Redlands Music Lessons	20134018762	120.00 06/28/2024
06/20/2024	PLSD0001--Portal Languages - San Diego	20134018759	120.00 06/28/2024
06/20/2024	MAST001--Master Lee's Kung Fu San Soo	20134018826	118.00 06/28/2024
06/20/2024	HIST001--History with Janice Kong	20134018675	113.75 06/28/2024
06/20/2024	SFAM0001--Sew Fun and More	20134018850	107.44 06/28/2024
06/20/2024	AUHII0001--ADMIN - U-Haul International INC.	20134018870	98.31 06/28/2024
06/20/2024	CHIL002--Children's Music Academy- Ventura	20134018721	90.00 06/28/2024
06/20/2024	KKC0001--Kim's Korean Class	20134018653	90.00 06/28/2024
06/20/2024	CJM0001--Code Ninjas - Murrieta	20134018750	85.00 06/28/2024
06/20/2024	FIRE000--FIRE Communications	20134018807	82.00 06/28/2024
06/20/2024	NOON001--Noonan Family Swim School - San Diego	20134018709	80.00 06/28/2024
06/20/2024	ECIM0001--Edudance Classrooms in Motion dba Playground Players Productions	20134018764	76.38 06/28/2024
06/20/2024	ESTH001--Esther Bril	20134018779	66.00 06/28/2024
06/20/2024	PLAY003--Play-Well TEKologies Orange County and Inland Emp	20134018678	60.00 06/28/2024
06/20/2024	SCS0001--Sassy Cassy Sews	20134018853	60.00 06/28/2024
06/20/2024	SABL00001--Sprout and Blossom LLC	20134018682	59.00 06/28/2024
06/20/2024	HANG002--Hangar 18 - Upland, Inc.	20134018817	54.00 06/28/2024
06/20/2024	ASEP000--ASEP So Cal - Chess Masters	20134018806	50.00 06/28/2024
06/20/2024	GSES0001--Golden Star Educational Services (GSES)	20134018834	50.00 06/28/2024
06/21/2024	IGOE0001--IGOE	FSA06.211	671.11 06/28/2024
06/21/2024	IGOE0001--IGOE	FSA06.21	26.09 06/28/2024
06/21/2024	SYLV004--Sylvan Learning - Diamond Bar	134009853	509.00 07/31/2024
06/21/2024	BONN000--Bonnie Culotta	134009843	482.91 07/31/2024
06/21/2024	SYC0001--Sylvan Learning - Chino	134009847	472.00 07/31/2024
06/21/2024	CITY008--ADMIN - City of Rancho Cucamonga	134009838	177.45 In Transit
06/21/2024	CBJL0001--Coach Ballgame - James Lowe	134009845	175.00 In Transit
06/21/2024	PUMA000--PUMA Karate	134009854	80.00 07/31/2024
06/21/2024	CRES000--Crescendo Performing Arts Academy	134009850	48.15 In Transit
06/21/2024	5EMA000--5 Elements Martial Arts & Wellness Center	134009841	47.00 07/31/2024
06/21/2024	DELA000--Delano Athletica Gymnastics	134009835	22.50 07/31/2024
06/21/2024	SENS000--Senseabilities	134009848	15,062.40 07/31/2024
06/21/2024	CALI001--California Athletics	134009842	2,480.00 07/31/2024
06/21/2024	SYLV009--Sylvan Learning - Redlands	134009840	1,922.00 07/31/2024
06/21/2024	SCTNI0001--SPED - Children's Therapy Network Inc	134009839	1,731.60 07/31/2024
06/21/2024	RIVE001--Admin - Riverside Insights	134009846	1,634.69 06/28/2024
06/21/2024	SYLV002--Sylvan Learning - Claremont	134009851	1,475.00 07/31/2024
06/21/2024	MISS002--Miss Karen's Piano Studio	134009844	1,162.50 07/31/2024
06/21/2024	INST002--Institute of Art Music and Science	134009849	1,108.00 07/31/2024
06/21/2024	CRTS0001--Canty Rune Training Stables	134009852	650.00 In Transit
06/21/2024	EDIS000--Southern California Edison	134009837	406.96 07/31/2024
06/24/2024	IGOE0001--IGOE	FSA06.242	25.00 06/28/2024
06/24/2024	IGOE0001--IGOE	FSA06.241	25.00 06/28/2024
06/24/2024	IGOE0001--IGOE	FSA06.24	159.00 06/28/2024
06/24/2024	STEV000--Steve Fraire		1,109.52 06/28/2024
06/24/2024	STEV000--Steve Fraire		734.16 06/28/2024
06/24/2024	SDES0001--SPED - Dynamic Education Services	001469	1,657.50 07/31/2024
06/24/2024	STRO001--Strongmind Inc.	134009861	69,850.00 07/31/2024
06/24/2024	CALI002--ADMIN - California Charter Schools Association	134009859	65,224.00 07/31/2024
06/24/2024	HATC000--Hatch and Cesario, Attorneys-at-Law	134009864	2,017.00 07/31/2024
06/24/2024	ACFL00001--ADMIN - CloudHesive LLC	134009862	1,487.50 07/31/2024
06/24/2024	CAND001--Candice Coffey	134009855	687.89 07/31/2024
06/24/2024	EFPE000--Effectual Educational Consulting Services	134009856	632.50 07/31/2024
06/24/2024	OMSchild00001--Opus Music School - WG	134009863	330.00 In Transit
06/24/2024	FRON217--Frontier Communications	134009865	138.32 07/31/2024
06/24/2024	DISC000--Field Trip - Discovery Cube of OC*	134009860	100.25 07/31/2024
06/24/2024	AO000012--Alexandra Ouderkerken	134009857	30.00 07/31/2024
06/24/2024	KR000012--Katherine Ringhofer	134009858	30.00 07/31/2024
06/24/2024	CDA0001--California Defense Academy	20134018905	504.00 06/28/2024
06/24/2024	HOUS000--Alli Jo's Swim School	20134018896	480.00 06/28/2024
06/24/2024	ADSOM0001--Arts Development School of Music	20134018909	440.00 06/28/2024
06/24/2024	COAC001--Coach Patty's Gymnastics	20134018923	375.25 06/28/2024
06/24/2024	LEBS0001--Lois Ellyn Ballet Studio	20134018906	367.50 06/28/2024
06/24/2024	CELE000--Celebration Education	20134018910	360.00 06/28/2024
06/24/2024	NJJL0001--Neto Jiu Jitsu LLC	20134018900	350.00 06/28/2024
06/24/2024	CNC0001--Cherie Ndei - Crestline	20134018911	240.00 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/24/2024	BT0001--Beach Tutors	20134018925	225.00 06/28/2024
06/24/2024	RPAA0001--Reverence Performing Arts Academy	20134018916	180.00 06/28/2024
06/24/2024	EBJJ0001--EDJ Brazilian Jiu Jitsu	20134018920	139.00 06/28/2024
06/24/2024	TOJJ0001--Tao of Jiu Jitsu	20134018917	125.00 06/28/2024
06/24/2024	CLFTCI0001--Canyon Lake Farm Training Center, INC	20134018913	100.00 06/28/2024
06/24/2024	IEMAA0001--Inland Empire Martial Arts Academy	20134018907	80.00 06/28/2024
06/24/2024	BURB001--Burbank Music Academy	20134018915	75.00 06/28/2024
06/24/2024	BERA0001--Brandi's Equestrian Riding Academy	20134018927	55.00 06/28/2024
06/24/2024	OFFI000--ADMIN - Office Depot *	20134018892	31.56 06/28/2024
06/24/2024	MLAB000--MLAB Ninja Training Grounds	20134018898	29.16 06/28/2024
06/24/2024	CMC0001--Crestline Music Cottage	20134018922	20.00 06/28/2024
06/24/2024	STEM000--STEM Center USA	20134018919	6,053.00 06/28/2024
06/24/2024	APPP0001--ADMIN - Phoenix Performance Partners	20134018929	4,306.00 06/28/2024
06/24/2024	BEAU003--Beaumont Music Centre	20134018908	2,749.00 06/28/2024
06/24/2024	CCE0001--Clear Compass Equestrian	20134018918	2,460.00 06/28/2024
06/24/2024	AMAZ000--Amazon	20134018914	2,031.28 06/28/2024
06/24/2024	ATAML00012--ADMIN - Tech & Mortar, LLC	20134018904	2,000.00 06/28/2024
06/24/2024	APPL003--Applied Music Studio, LLC	20134018924	1,707.50 06/28/2024
06/24/2024	YMCA000--YMCA Orange County	20134018895	982.00 06/28/2024
06/24/2024	YMCA002--Fullerton Family YMCA	20134018912	938.67 06/28/2024
06/24/2024	APPL000--Apple Education Inc *	20134018899	893.16 06/28/2024
06/24/2024	AUHII0001--ADMIN - U-Haul International INC.	20134018893	825.66 06/28/2024
06/24/2024	HEAT000--Elite Academics	20134018926	771.83 06/28/2024
06/24/2024	BKSA0001--Big Kahuna - Childhood Drowning Prevention Foun.	20134018902	680.00 06/28/2024
06/24/2024	SOCA002--SoCal Krav Maga	20134018921	660.00 06/28/2024
06/24/2024	FC0001--Flowstone Climbing	20134018897	520.00 06/28/2024
06/24/2024	CHEL000--Chelsey Anema	20134018901	343.38 06/28/2024
06/24/2024	CLFTCI0001--Canyon Lake Farm Training Center, INC	20134018928	240.00 06/28/2024
06/24/2024	FEDE000--ADMIN - FedEx	20134018930	43.00 06/28/2024
06/25/2024	ILP0001--Innovative Learning Press	20134018933	2,621.11 06/28/2024
06/25/2024	FIRE003--Firestorm Freerunning - Galaxy	20134018932	1,325.00 06/28/2024
06/25/2024	ICET000--Ice Town - Riverside	20134018935	1,141.00 06/28/2024
06/25/2024	BLUE002--Blue Tent Online	20134018931	133.34 06/28/2024
06/25/2024	BOOK000--BookShark	20134018934	19.38 06/28/2024
06/26/2024	IGOE0001--IGOE	FSA06.261	136.36 06/28/2024
06/26/2024	IGOE0001--IGOE	FSA06.26	15.39 06/28/2024
06/27/2024	IGOE0001--IGOE	FSA06.271	540.00 06/28/2024
06/27/2024	IGOE0001--IGOE	FSA06.27	410.80 06/28/2024
06/27/2024	SAML0001--Dasana Sports - Multiple Locations	134009872	90.00 07/31/2024
06/27/2024	CONT000--SPED - Continued.com, LLC	134009873	89.00 07/31/2024
06/27/2024	ZOOM157--ADMIN - Zoom Video Communications, Inc.	134009875	43.71 07/31/2024
06/27/2024	UNIV002--University of Redlands Community School of Music	134009871	865.50 07/31/2024
06/27/2024	REYO000--Academy of Martial Arts Yucca Valley	134009877	600.00 07/31/2024
06/27/2024	CHAR003--Charter Oak Gymnastics Inc	134009870	455.00 07/31/2024
06/27/2024	PERF001--Performing Arts Empire	134009868	449.00 07/31/2024
06/27/2024	INST002--Institute of Art Music and Science	134009878	221.45 07/31/2024
06/27/2024	SYLV002--Sylvan Learning - Claremont	134009867	118.00 07/31/2024
06/27/2024	ADI0001--Admin - Data Impressions	134009879	50,197.99 07/31/2024
06/27/2024	PEDI000--SPED - Pediatric Therapy Associates	134009874	21,109.02 07/31/2024
06/27/2024	JAMF000--JAMF Software, LLC	134009869	7,950.00 07/31/2024
06/27/2024	HANO0000--Admin - The Hanover Insurance Group	134009884	4,911.00 07/31/2024
06/27/2024	AZC00001--ADMIN - Zoho Corporation	134009887	3,553.20 07/31/2024
06/27/2024	ATPS0001--ADMIN - Thrive Public Schools	134009885	2,450.00 07/31/2024
06/27/2024	ACFL00001--ADMIN - CloudHesive LLC	134009882	2,426.25 07/31/2024
06/27/2024	CONE000--Conejo Recreation and Park District	134009876	2,051.00 07/31/2024
06/27/2024	AZ0001--ADMIN - Zearn	134009866	1,816.89 07/31/2024
06/27/2024	SSC000--Admin - School Services of California	134009883	1,300.00 07/31/2024
06/27/2024	SHAN000--Shane Williams	134009880	171.61 07/31/2024
06/27/2024	FRON217--Frontier Communications	134009881	104.48 07/31/2024
06/27/2024	DEPT000--Department of Justice	134009886	32.00 07/31/2024
06/28/2024	STEV000--Steve Fraire	SFrai06.24	950.00 06/28/2024
06/28/2024	WILL001--William W. Hall	WHall06.24	950.00 06/28/2024
06/28/2024	SUSA001--Susan Houle	6.24SHoule	650.00 06/28/2024
06/28/2024	PETE000--Peter Matz	6.24PMatz	650.00 06/28/2024
06/28/2024	MICH000--Michael P. Humphrey	6.24MHumph	650.00 06/28/2024
06/28/2024	STRS001--San Bernadino County Superintendent of Schools	001470	495,604.71 07/31/2024
06/28/2024	NEIG000--Neighborhood Music School - VCI	20134018950	94.00 06/28/2024
06/28/2024	CHIL002--Children's Music Academy- Ventura	20134018982	90.00 06/28/2024
06/28/2024	WCA0001--Winner Circle Athletics	20134018948	75.00 06/28/2024
06/28/2024	EEL00011--Eleven Elevation LLC	20134018965	75.00 06/28/2024

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Date	Payee	Document no.	Amount Cleared
06/28/2024	ELCA000--El Camino Ranch LLC	20134018973	60.00 06/28/2024
06/28/2024	APPL000--Apple Education Inc *	20134018980	49.00 06/28/2024
06/28/2024	EBJJ0001--EDJ Brazillian Jiu Jitsu	20134018959	40.00 06/28/2024
06/28/2024	DDC00001--Diana's Dance Company	20134018946	25.00 06/28/2024
06/28/2024	MG00012--Miriam Gelfand	20134018943	870.00 06/28/2024
06/28/2024	SCHP000--School Pathways LLC	20134018937	800.00 06/28/2024
06/28/2024	CHOZ000--Chosen Martial Arts - Alta Loma	20134018971	688.00 06/28/2024
06/28/2024	BUTAI0001--BEST US TAEKWONDO ACADEMY, INC.	20134018953	495.00 06/28/2024
06/28/2024	DBCV0001--Diamond Bar Country Vaulters	20134018976	437.50 06/28/2024
06/28/2024	AASOC0001--Aspire Art Studios of Cerritos	20134018941	436.07 06/28/2024
06/28/2024	CORO000--Corona Inline	20134018938	423.33 06/28/2024
06/28/2024	CALI006--California Climbing School	20134018945	390.00 06/28/2024
06/28/2024	CBLS0001--Creative Brain Learning & MusicStar	20134018979	350.00 06/28/2024
06/28/2024	INST003--Institute of Inquiry	20134018949	345.00 06/28/2024
06/28/2024	AUKG00012--ADMIN - UKG	20134018981	319.00 06/28/2024
06/28/2024	BSS0001--Blake Swim School	20134018968	305.00 06/28/2024
06/28/2024	HANG002--Hangar 18 - Upland, Inc.	20134018966	300.00 06/28/2024
06/28/2024	SOCA002--SoCal Krav Maga	20134018960	258.00 06/28/2024
06/28/2024	YOTEV0001--YMCA of the East Valley	20134018972	233.42 06/28/2024
06/28/2024	SJAJJC0001--Shimeru Judo & Jiu Jitsu Club	20134018967	212.50 06/28/2024
06/28/2024	CODE004--Code Ninjas Chino Hills	20134018952	199.00 06/28/2024
06/28/2024	NHOHMO0001--Noelani's Halau o hula Mo'olelo	20134018939	181.00 06/28/2024
06/28/2024	MCMC0001--Mountain City Music Company	20134018958	180.00 06/28/2024
06/28/2024	AGIL000--Agility Kids	20134018942	158.75 06/28/2024
06/28/2024	CFF0001--CrossFit Fortem	20134018944	130.00 06/28/2024
06/28/2024	DANC000--Dance Centre, The	20134018956	120.00 06/28/2024
06/28/2024	APPL003--Applied Music Studio, LLC	20134018964	110.00 06/28/2024
06/28/2024	GSBAP0001--Golden State Ballet and Pilates	20134018970	105.00 06/28/2024
06/28/2024	AJM0001--ADMIN - JAVIER MANCERA	20134018936	9,870.00 06/28/2024
06/28/2024	AJM0001--ADMIN - JAVIER MANCERA	20134018983	7,840.00 06/28/2024
06/28/2024	AMAZ000--Amazon	20134018955	6,785.71 06/28/2024
06/28/2024	ILP0001--Innovative Learning Press	20134018957	3,474.25 06/28/2024
06/28/2024	GRAC004--Gracie Barra Upland	20134018940	3,220.00 06/28/2024
06/28/2024	ADDU0001--ADMIN - ODDU	20134018977	2,500.00 06/28/2024
06/28/2024	CALI004--California Gymnastics	20134018962	2,447.50 06/28/2024
06/28/2024	TNGSAL0001--Touch N Go Soccer Academy, LLC	20134018969	1,908.00 06/28/2024
06/28/2024	CREA003--Creating New Pathways	20134018974	1,785.00 06/28/2024
06/28/2024	AMAZ000--Amazon	20134018984	1,742.16 06/28/2024
06/28/2024	PAIN003--Painted Earth - Temecula & Menifee	20134018975	1,410.80 06/28/2024
06/28/2024	CANDI000--Candi Chavez Piano Studio	20134018961	1,230.00 06/28/2024
06/28/2024	BRAI005--Brain Builders STEM Education	20134018963	1,171.32 06/28/2024
06/28/2024	BSFSFVSA0001--Baby Swim Float Swim / French Valley Swim Academy	20134018947	1,170.00 06/28/2024
06/28/2024	KIDZ000--Kidz Rock LLC	20134018951	1,036.57 06/28/2024
06/28/2024	INLA001--Inland Empire Tae Kwon Do Academy	20134018954	964.00 06/28/2024
06/28/2024	FEDE000--ADMIN - FedEx	20134018978	349.43 06/28/2024
Total for CHASE 6016			<u>2,032,479.91</u>

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Date	Payee	Document no.	Amount Cleared
	Bank: CHASE 6016 - Chase Bank	Account no: 917716016	
07/01/2024	IGOE0001--IGOE	FSA07.012	451.63 07/31/2024
07/01/2024	IGOE0001--IGOE	FSA07.011	257.17 07/31/2024
07/01/2024	IGOE0001--IGOE	FSA07.01	15.00 07/31/2024
07/02/2024	CS00001--Cardmember Service		32,464.01 07/31/2024
07/02/2024	ADI0001--Admin - Data Impressions	134009888	40,455.05 07/31/2024
07/02/2024	MULT000--ADMIN - Institute for Multi-Sensory Education LLC	134009893	12,000.00 07/31/2024
07/02/2024	HATC000--Hatch and Cesario, Attorneys-at-Law	134009891	10,971.50 07/31/2024
07/02/2024	EFEE000--Effectual Educational Consulting Services	134009890	10,423.75 07/31/2024
07/02/2024	HATC000--Hatch and Cesario, Attorneys-at-Law	134009905	5,134.50 07/31/2024
07/02/2024	AESATL0001--ADMIN - Edwards, Stevens and Tucker LLP	134009903	4,061.00 07/31/2024
07/02/2024	SPEC000--Specialized Therapy Services	134009899	500.00 07/31/2024
07/02/2024	CDWG000--CDW - Hardware	134009895	469.02 07/31/2024
07/02/2024	MV0001--Martha Villalobos	134009904	462.00 07/31/2024
07/02/2024	LS0002--ADMIN - Legal Shield	134009898	319.25 07/31/2024
07/02/2024	JO000123--Jennifer Ortiz	134009902	260.50 07/31/2024
07/02/2024	WEND000--ADMIN - Wendy Cleaning Services	134009897	145.00 07/31/2024
07/02/2024	ADI0001--Admin - Data Impressions	134009900	97.50 07/31/2024
07/02/2024	ANGE006--Angela Kim	134009889	50.65 In Transit
07/02/2024	SP00123--Stephen Peterson	134009894	49.04 In Transit
07/02/2024	NJF0001--Noel Jesus Flores	134009892	22.78 07/31/2024
07/02/2024	NICO003--Nicole Case	134009896	17.42 07/31/2024
07/03/2024	IGOE0001--IGOE	FSA07.03	136.40 07/31/2024
07/03/2024	IGOE0001--IGOE	FSA07.031	13.45 07/31/2024
07/03/2024	IB00012--Ira Bershatsky	Voided - 001471	0.00 06/28/2024
07/03/2024	IB00012--Ira Bershatsky	001472	4,885.00 07/31/2024
07/03/2024	SCHO005--Schools First - 403b/457b Plans	20134018985	53,228.85 07/31/2024
07/03/2024	AJM0001--ADMIN - JAVIER MANCERA	20134018990	6,340.00 07/31/2024
07/03/2024	LACOE001--Admin - Los Angeles County Office of Education	20134018989	200.00 07/31/2024
07/03/2024	AS000012--ADMIN - Splashtop	20134018987	28.38 07/31/2024
07/03/2024	FEDE000--ADMIN - FedEx	20134018986	21.50 07/31/2024
07/05/2024	IGOE0001--IGOE	FSA07.051	298.00 07/31/2024
07/05/2024	IGOE0001--IGOE	FSA07.05	275.00 07/31/2024
07/05/2024	EMPL0000--Employee Separation or Payment Errors	001474	2,724.71 07/31/2024
07/05/2024	AJARNER0001--ADMIN - John & Romi Neustadt Expense Re- imbursement	001473	50.00 07/31/2024
07/05/2024	AEDUK0001--ADMIN - Edukit	134009915	158,799.39 07/31/2024
07/05/2024	SPEE000--The Speech and Language Group, Inc.	134009912	28,974.90 07/31/2024
07/05/2024	SPEC000--Specialized Therapy Services	134009913	11,291.25 07/31/2024
07/05/2024	ADI0001--Admin - Data Impressions	134009909	8,284.95 07/31/2024
07/05/2024	TOTA000--SPED - Total Education Solutions	134009911	6,638.75 In Transit
07/05/2024	ATSSL0001--ADMIN - Tabor Storage Solutions LLC	20134018995	3,214.00 07/31/2024
07/05/2024	CDWG000--CDW - Hardware	134009916	2,345.08 07/31/2024
07/05/2024	AJM0001--ADMIN - JAVIER MANCERA	20134018991	2,100.00 07/31/2024
07/05/2024	AUKG00012--ADMIN - UKG	20134018992	1,237.50 07/31/2024
07/05/2024	PART000--SPED - Partners in Special Education	134009907	1,007.50 07/31/2024
07/05/2024	CLIF000--ADMIN - Clifton Larson Allen LLP	134009906	686.62 07/31/2024
07/05/2024	SAL00001--SPED - Braille Abilities, LLC	20134018996	646.80 07/31/2024
07/05/2024	ATMUI0001--Admin - T-Mobile USA Inc.	20134018999	615.00 07/31/2024
07/05/2024	CLFTCI0001--Canyon Lake Farm Training Center, INC	20134018998	600.00 07/31/2024
07/05/2024	AS000012--ADMIN - Splashtop	20134018997	312.18 07/31/2024
07/05/2024	FEDE000--ADMIN - FedEx	20134018993	232.56 07/31/2024
07/05/2024	Iana000--Lana Beshara	134009910	126.53 07/31/2024
07/05/2024	BSFSFVSA0001--Baby Swim Float Swim / French Valley Swim Academy	20134018994	97.50 07/31/2024
07/05/2024	LR00012--Laura Rosenkranz	134009914	30.00 In Transit
07/05/2024	LISA000--Lisa Thompson	134009908	24.37 07/31/2024
07/08/2024	IGOE0001--IGOE	FSA07.082	508.93 07/31/2024
07/08/2024	IGOE0001--IGOE	FSA07.081	179.60 07/31/2024
07/08/2024	IGOE0001--IGOE	FSA07.08	44.32 07/31/2024
07/08/2024	AOCTAPS0001--ADMIN - On Call Termite and Pest Control	134009920	175.00 07/31/2024
07/08/2024	CONT000--SPED - Continued.com, LLC	134009919	89.00 07/31/2024
07/08/2024	LS0002--ADMIN - Legal Shield	134009918	71.80 07/31/2024
07/09/2024	IGOE0001--IGOE	FSA07.091	58.88 07/31/2024
07/09/2024	IGOE0001--IGOE	FSA07.09	484.05 07/31/2024
07/09/2024	AYZA000--ADMIN - AyZar Inc.	20134019006	16,635.21 07/31/2024
07/09/2024	APPL000--Apple Education Inc *	20134019001	8,925.36 07/31/2024
07/09/2024	AYF00012--ADMIN - YellowFolder	20134019002	2,000.00 07/31/2024
07/09/2024	OFFI000--ADMIN - Office Depot *	20134019004	1,732.20 07/31/2024
07/09/2024	HOU000--Houghton Mifflin Harcourt Publishing Company	20134019003	1,602.50 07/31/2024
07/09/2024	AJM0001--ADMIN - JAVIER MANCERA	20134019005	23,000.00 07/31/2024

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Date	Payee	Document no.	Amount Cleared
07/10/2024	PEDI000--SPED - Pediatric Therapy Associates	134009924	2,800.17 07/31/2024
07/10/2024	AESCPE0001--ADMIN - Escapely	134009923	1,500.00 07/31/2024
07/10/2024	RIVE001--Admin - Riverside Insights	134009922	235.56 07/31/2024
07/10/2024	AESGI0001--ADMIN - ESGI	20134019011	2,214.00 07/31/2024
07/10/2024	TEAC006--Teachers Pay Teachers	20134019008	145.00 07/31/2024
07/10/2024	SCHO005--Schools First - 403b/457b Plans	20134019012	3,589.52 07/31/2024
07/10/2024	OFFI000--ADMIN - Office Depot *	20134019010	1,495.99 07/31/2024
07/10/2024	ATMU0001--Admin - T-Mobile USA Inc.	20134019007	836.40 07/31/2024
07/10/2024	EDIS000--Southern California Edison	134009921	420.33 07/31/2024
07/10/2024	ROYA001--Royal Academy: The Sound of Music, Inc	20134019013	255.00 07/31/2024
07/10/2024	LP00012--Luis Portobanco	134009925	173.71 07/31/2024
07/10/2024	ERIN002--Erin Bunch	134009926	35.17 07/31/2024
07/10/2024	FEDE000--ADMIN - FedEx	20134019014	10.76 07/31/2024
07/11/2024	IGOE0001--IGOE	FSA07.11	126.52 07/31/2024
07/11/2024	IGOE0001--IGOE	FSA07.111	1,760.00 07/31/2024
07/12/2024	IGOE0001--IGOE	FSA07.12	1,667.83 07/31/2024
07/15/2024	IGOE0001--IGOE	FSA07.152	1,800.00 07/31/2024
07/15/2024	IGOE0001--IGOE	FSA07.151	1,143.00 07/31/2024
07/15/2024	IGOE0001--IGOE	FSA07.15	50.00 07/31/2024
07/16/2024	IGOE0001--IGOE	FSA07.16	82.68 07/31/2024
07/16/2024	CSDCC0001--CSDC Conference	Voided - 134009778	(549.00) 07/31/2024
07/16/2024	KUMO005--Kumon Math and Reading Center of Burbank West	Voided - 134009799	(4,840.00) 07/31/2024
07/16/2024	ADMA0001--ADMIN - MagicSchool.AI	20134019024	16,800.00 07/31/2024
07/16/2024	MOBI000--Mobile Beacon	134009940	12,000.00 07/31/2024
07/16/2024	CLEV0000--Admin - Clever Inc	20134019021	11,657.40 07/31/2024
07/16/2024	HATC000--Hatch and Cesario, Attorneys-at-Law	134009934	9,867.50 In Transit
07/16/2024	ARCSC0001--ADMIN - R C Steward Corp	20134019019	7,250.00 07/31/2024
07/16/2024	ADN00012--ADMIN - Niche	20134019023	5,240.00 07/31/2024
07/16/2024	AJM0001--ADMIN - JAVIER MANCERA	20134019018	5,040.00 07/31/2024
07/16/2024	HATC000--Hatch and Cesario, Attorneys-at-Law	134009942	3,674.00 07/31/2024
07/16/2024	AQABL0001--Admin - Paul Plevin Quarles(Quarles & Brady)	134009936	3,450.00 In Transit
07/16/2024	ASH00001--ADMIN - Spark Hire	134009927	2,255.00 07/31/2024
07/16/2024	ARSI0001--ADMIN - Replit Inc.	20134019022	1,980.00 07/31/2024
07/16/2024	AC00012--ADMIN - Certiport/Pearson	20134019020	1,294.89 07/31/2024
07/16/2024	AMHSL0001--ADMIN - MHS Lift	20134019017	1,165.97 07/31/2024
07/16/2024	CHAS001--ADMIN - Character Strong	134009933	999.00 07/31/2024
07/16/2024	SCTNI0001--SPED - Children's Therapy Network Inc	134009944	756.90 07/31/2024
07/16/2024	PEAR001--Savvas Learning Company LLC (prev Pearson)	134009943	644.84 07/31/2024
07/16/2024	CSDCC0001--CSDC Conference	134009930	549.00 07/31/2024
07/16/2024	FRON217--Frontier Communications	134009931	502.31 07/31/2024
07/16/2024	PROC000--ADMIN - Procopio, Cory, Hargreaves & Savitch LLP	134009937	466.70 07/31/2024
07/16/2024	AKM0001--ADMIN - Konica Minolta	134009941	413.26 07/31/2024
07/16/2024	AMCSS0001--ADMIN - Marenem c/o Secret Stories	134009939	214.50 07/31/2024
07/16/2024	FEDE000--ADMIN - FedEx	20134019016	206.92 07/31/2024
07/16/2024	PART000--SPED - Partners in Special Education	134009932	130.00 07/31/2024
07/16/2024	EH0002--Emily Horta	134009935	66.06 07/31/2024
07/16/2024	ASCGC0001--Admin - Southern California Gas Company	134009938	14.92 07/31/2024
07/17/2024	IGOE0001--IGOE	FSA07.17	62.74 07/31/2024
07/17/2024	AAWSI0001--ADMIN - Aquatech Water Systems Inc	Voided - 134009790	(1,632.00) 07/31/2024
07/18/2024	IGOE0001--IGOE	FSA07.18	3,620.11 07/31/2024
07/18/2024	KUMO005--Kumon Math and Reading Center of Burbank West	134009945	4,840.00 07/31/2024
07/18/2024	SENS000--Senseabilities	134009947	1,544.10 In Transit
07/18/2024	AESATL0001--ADMIN - Edwards, Stevens and Tucker LLP	134009949	1,240.00 In Transit
07/18/2024	WEND000--ADMIN - Wendy Cleaning Services	134009946	820.00 07/31/2024
07/18/2024	JUMP000--Jump and Schout Therapy, Inc.	134009950	780.00 07/31/2024
07/18/2024	FRON217--Frontier Communications	134009948	109.34 07/31/2024
07/19/2024	IGOE0001--IGOE	FSA07.19	146.40 07/31/2024
07/22/2024	IGOE0001--IGOE	FSA07.222	341.01 07/31/2024
07/22/2024	IGOE0001--IGOE	FSA07.221	127.20 07/31/2024
07/22/2024	IGOE0001--IGOE	FSA07.22	30.00 07/31/2024
07/22/2024	PHIL0000--Admin - Philadelphia Insurance Companies		31,831.50 07/31/2024
07/22/2024	PEAR001--Savvas Learning Company LLC (prev Pearson)	134009956	32,277.74 07/31/2024
07/22/2024	XPRE000--XPress Graphics and Printing	134009954	3,685.32 07/31/2024
07/22/2024	AAWSI0001--ADMIN - Aquatech Water Systems Inc	134009951	1,632.00 In Transit
07/22/2024	FRON217--Frontier Communications	134009953	135.46 07/31/2024
07/22/2024	APLTSFI0001--ADMIN - Project Learning Tree (Sustainable Forestry Initiative)	134009952	69.98 In Transit
07/23/2024	TRBESPT0001--ADMIN - The Richard B. Eshleman Separate	20134019015	10,005.27 07/31/2024

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Date	Payee	Document no.	Amount Cleared
	Property Trust		
07/23/2024	TEAC0000--ADMIN - Teachers' Curriculum Institute (TCI)	20134019025	2,869.91 07/31/2024
07/23/2024	TEXT001--Texthelp	20134019026	800.00 07/31/2024
07/23/2024	UPS000--ADMIN - UPS	20134019028	733.47 07/31/2024
07/23/2024	TEAC006--Teachers Pay Teachers	20134019029	468.96 07/31/2024
07/23/2024	FEDE000--ADMIN - FedEx	20134019027	77.64 07/31/2024
07/24/2024	IGOE0001--IGOE	FSA07.23	1,191.56 07/31/2024
07/24/2024	STEV000--Steve Fraire	SFra07.24	150.00 07/31/2024
07/24/2024	WILL001--William W. Hall	WHal07.24	150.00 07/31/2024
07/24/2024	IGOE0001--IGOE	FSA07.24	295.70 07/31/2024
07/24/2024	IGOE0001--IGOE	FSA07.241	907.44 07/31/2024
07/25/2024	IGOE0001--IGOE	FSA07.25	612.10 07/31/2024
07/26/2024	IGOE0001--IGOE	FSA07.26	595.00 07/31/2024
07/26/2024	EMPL0000--Employee Separation or Payment Errors	001476	7,162.54 07/31/2024
07/26/2024	ADVER00012--ADMIN - Abdul Vadakkan Expense Reimbursement	001475	477.06 07/31/2024
07/29/2024	IGOE0001--IGOE	FSA07.291	43.26 07/31/2024
07/29/2024	IGOE0001--IGOE	FSA07.29	181.00 07/31/2024
07/29/2024	STRS001--San Bernardino County Superintendent of Schools	001477	91,375.85 07/31/2024
07/29/2024	SCHP000--School Pathways LLC	20134019036	146,573.26 07/31/2024
07/29/2024	ANIS0001--ADMIN - Newfront Insurance Services	20134019033	80,044.56 07/31/2024
07/29/2024	C-0006--Warner Unified School District	134009958	47,071.00 In Transit
07/29/2024	APPL000--Apple Education Inc *	20134019038	43,791.73 07/31/2024
07/29/2024	SCHO005--Schools First - 403b/457b Plans	20134019039	36,339.64 07/31/2024
07/29/2024	AUKG00012--ADMIN - UKG	20134019030	28,264.00 07/31/2024
07/29/2024	MANA0000--Admin - Managed Methods	134009959	16,600.00 In Transit
07/29/2024	MULT000--ADMIN - Institute for Multi-Sensory Education LLC	134009970	14,184.51 In Transit
07/29/2024	CDWG000--CDW - Hardware	134009961	9,297.00 In Transit
07/29/2024	RIVE001--Admin - Riverside Insights	134009962	9,100.45 In Transit
07/29/2024	ALO0001--ADMIN - Landsberg Orora	20134019034	9,024.48 07/31/2024
07/29/2024	EDUC002--Education.com Holdings, Inc.	20134019032	7,200.00 07/31/2024
07/29/2024	MOBY000--ADMIN - MobyMax, LLC	134009966	4,495.00 In Transit
07/29/2024	HOME000--Home Science Tools	20134019035	2,821.85 07/31/2024
07/29/2024	GRAI000--Grainger, Inc.	134009969	1,690.70 In Transit
07/29/2024	MYST000--Mystery Science Inc.	134009963	1,495.00 In Transit
07/29/2024	ACPC0001--ADMIN - Center Point Church	134009971	1,075.00 In Transit
07/29/2024	EDIS000--Southern California Edison	134009960	846.44 In Transit
07/29/2024	APPRC100012--ADMIN - Party Pro Rental Center Inc	134009967	740.00 In Transit
07/29/2024	OAKM000--Oak Meadow Inc.	20134019031	542.94 07/31/2024
07/29/2024	A4II0001--Admin - 4imprint Inc	134009957	310.82 In Transit
07/29/2024	CLIF000--ADMIN - Clifton Larson Allen LLP	134009964	149.63 In Transit
07/29/2024	SANB001--ADMIN - San Bernardino & Riverside Counties Fire Equipment	134009965	99.00 In Transit
07/29/2024	TEAC006--Teachers Pay Teachers	20134019037	75.00 07/31/2024
07/29/2024	KD00012--Kiley Duncan	134009968	44.25 In Transit
07/30/2024	IGOE0001--IGOE	FSA07.30	18.39 07/31/2024
07/30/2024	MOBI000--Mobile Beacon	134009976	18,726.50 In Transit
07/30/2024	AH0002--ADMIN - Hapara	134009972	6,600.00 In Transit
07/30/2024	VOYA000--Voyager Sopris Learning, Inc	134009975	5,768.89 In Transit
07/30/2024	GENE000--Generation Genius, Inc	134009980	3,590.00 In Transit
07/30/2024	AEDUK0001--ADMIN - Edukit	134009979	6,495.76 In Transit
07/30/2024	CENG0000--ADMIN - CENGAGE LEARNING, INC.	134009977	4,591.80 In Transit
07/30/2024	AABCYC0001--ADMIN - ABCya.com	134009978	1,999.99 In Transit
07/30/2024	AQABL0001--Admin - Paul Plevin Quarles(Quarles & Brady)	134009973	1,699.50 In Transit
07/30/2024	ATDL0001--ADMIN - Tobii Dynavox LLC	134009974	895.50 In Transit
07/30/2024	TEAC0000--ADMIN - Teachers' Curriculum Institute (TCI)	20134019040	619.00 07/31/2024
07/30/2024	TEAC006--Teachers Pay Teachers	20134019042	48.50 07/31/2024
07/30/2024	CHEL000--Chelsey Anema	20134019041	46.89 07/31/2024
07/30/2024	FEDE000--ADMIN - FedEx	20134019043	38.88 07/31/2024
07/31/2024	WILL001--William W. Hall	WHal07.241	1,100.00 07/31/2024
07/31/2024	STEV000--Steve Fraire	SFra07.241	1,100.00 07/31/2024
07/31/2024	MICH000--Michael P. Humphrey	7.24MHumph	650.00 07/31/2024
07/31/2024	PETE000--Peter Matz	7.24PMatz	650.00 07/31/2024
07/31/2024	SUSA001--Susan Houle	7.24SHoule	650.00 07/31/2024
07/31/2024	IGOE0001--IGOE	07.31FSA1	1,500.00 07/31/2024
07/31/2024	IGOE0001--IGOE	07.31FSA	241.34 07/31/2024
Total for CHASE 6016			<u>1,289,856.46</u>

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Date	Payee	Document no.	Amount Cleared
	Bank: CHASE 6016 - Chase Bank	Account no: 917716016	
08/01/2024	IGOE0001--IGOE	08.01FSA	1,229.39 In Transit
08/01/2024	CS00001--Cardmember Service		22,723.60 In Transit
08/01/2024	CDWG000--CDW - Hardware	134009985	28,572.40 In Transit
08/01/2024	JAMF000--JAMF Software, LLC	134009986	11,529.00 In Transit
08/01/2024	AZ0001--ADMIN - Zearn	134009982	2,500.00 In Transit
08/01/2024	AFKI000012--ADMIN - Gimkit, Inc.	134009983	1,000.00 In Transit
08/01/2024	DIGI000--ADMIN - Digital Wish	134009987	990.00 In Transit
08/01/2024	AU00012--ADMIN - Uline	134009984	585.93 In Transit
08/01/2024	LS0002--ADMIN - Legal Shield	134009988	377.10 In Transit
08/01/2024	MULT000--ADMIN - Institute for Multi-Sensory Education LLC	001478	1,500.00 In Transit
08/02/2024	IGOE0001--IGOE	08.02FSA	445.00 In Transit
08/02/2024	TECH000--Tech to School	20134019045	1,630.16 In Transit
08/02/2024	ATHCC0001--ADMIN - The Honor Cord Company	20134019044	383.00 In Transit
08/05/2024	IGOE0001--IGOE	08.051FSA	260.01 In Transit
08/05/2024	IGOE0001--IGOE	08.05FSA	88.00 In Transit
08/05/2024	EMPL0000--Employee Separation or Payment Errors	001479	6,700.26 In Transit
08/06/2024	ATTJ0001--ADMIN - TeachTown	134009989	75,629.34 In Transit
08/06/2024	HOME000--Home Science Tools	20134019048	29,501.18 In Transit
08/06/2024	EXPL003--Learning A-Z	20134019047	14,075.50 In Transit
08/06/2024	QUAL000--Quality Science Labs, LLC	20134019049	13,657.51 In Transit
08/06/2024	TEAC0000--ADMIN - Teachers' Curriculum Institute (TCI)	20134019046	9,601.40 In Transit
08/06/2024	AAEDUI0001--ADMIN - AspirEDU, Inc.	134009990	5,441.10 In Transit
08/06/2024	JD0002--Jerrold Davis	134009997	1,182.00 In Transit
08/06/2024	RILE000--Riley's Farm	134009993	882.30 In Transit
08/06/2024	TIMO000--Tim OBrien	134009994	173.38 In Transit
08/06/2024	CAND001--Candice Coffey	134009996	164.76 In Transit
08/06/2024	RIVE001--Admin - Riverside Insights	134009992	95.90 In Transit
08/06/2024	BB00012--Brad Bookser	134009995	42.74 In Transit
08/06/2024	FEDE000--ADMIN - FedEx	20134019050	38.91 In Transit
08/06/2024	LK000122--Larry King	134009991	31.94 In Transit
08/07/2024	IGOE0001--IGOE	08.07FSA	40.00 In Transit
08/07/2024	IGOE0001--IGOE	08.071FSA	75.00 In Transit
08/07/2024	APCTCMOC00001--ADMIN - Pretend City, the Children's Museum of Orange County	001480	50.00 In Transit
08/08/2024	IGOE0001--IGOE	08.08FSA	36.22 In Transit
08/09/2024	IGOE0001--IGOE	08.091FSA	500.00 In Transit
08/09/2024	IGOE0001--IGOE	08.09FSA	763.78 In Transit
08/09/2024	EMPL0000--Employee Separation or Payment Errors	001481	1,492.68 In Transit
08/12/2024	IGOE0001--IGOE	08.121FSA	530.90 In Transit
08/12/2024	IGOE0001--IGOE	08.12FSA	20.00 In Transit
08/12/2024	EMPL0000--Employee Separation or Payment Errors	001482	2,153.97 In Transit
08/12/2024	BRAI000--ADMIN - Brain POP	134010000	13,075.50 In Transit
08/12/2024	AVID000--AVID Center	134009999	4,539.00 In Transit
08/12/2024	EDPU000--EdPuzzle Inc	134010002	2,380.00 In Transit
08/12/2024	IXLL000--IXL Learning	134010001	2,263.00 In Transit
08/12/2024	FRON217--Frontier Communications	134010004	606.79 In Transit
08/12/2024	XPRES000--XPress Graphics and Printing	134009998	178.94 In Transit
08/12/2024	AC000012--ADMIN - Costco	134010003	82.07 In Transit
08/13/2024	IGOE0001--IGOE	08.13FSA	2,242.96 In Transit
08/13/2024	EMPL0000--Employee Separation or Payment Errors	001483	898.11 In Transit
08/13/2024	HOU000--Houghton Mifflin Harcourt Publishing Company	20134019055	13,381.00 In Transit
08/13/2024	APPP0001--ADMIN - Phoenix Performance Partners	20134019054	7,562.00 In Transit
08/13/2024	APPL000--Apple Education Inc *	20134019057	6,941.36 In Transit
08/13/2024	AMAZ000--Amazon	20134019053	5,954.67 In Transit
08/13/2024	SCHO005--Schools First - 403b/457b Plans	20134019058	4,051.32 In Transit
08/13/2024	ATMUI0001--Admin - T-Mobile USA Inc.	20134019059	1,672.80 In Transit
08/13/2024	MCGR000--McGraw-Hill School Education LLC	20134019051	648.00 In Transit
08/13/2024	AMAZ000--Amazon	20134019056	127.22 In Transit
08/13/2024	LAKE001--Lakeshore Learning Materials	20134019052	58.62 In Transit
08/14/2024	IGOE0001--IGOE	08.14FSA	43.86 In Transit
08/15/2024	IGOE0001--IGOE	08.15FSA	164.74 In Transit
08/15/2024	IGOE0001--IGOE	08.151FSA	2,800.00 In Transit
08/15/2024	EMPL0000--Employee Separation or Payment Errors	001485	2,273.95 In Transit
08/15/2024	AYAP0001--ADMIN - Yarianian & Associates PC	001484	14,750.00 In Transit
08/16/2024	IGOE0001--IGOE	08.16FSA	220.24 In Transit
08/19/2024	IGOE0001--IGOE	08.192FSA	555.92 In Transit
08/19/2024	IGOE0001--IGOE	08.191FSA	120.00 In Transit
08/19/2024	IGOE0001--IGOE	08.19FSA	41.84 In Transit
08/20/2024	IGOE0001--IGOE	08.20FSA	30.14 In Transit
08/21/2024	IGOE0001--IGOE	08.211FSA	40.00 In Transit

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Date	Payee	Document no.	Amount Cleared
08/21/2024	IGOE0001--IGOE	08.21FSA	18.97 In Transit
08/21/2024	EMPL0000--Employee Separation or Payment Errors	001486	4,088.75 In Transit
08/21/2024	ACCI0001--ADMIN - CodeCombat Inc.	134010026	1,350.00 In Transit
08/21/2024	VOYA000--Voyager Sopris Learning, Inc	134010023	1,000.00 In Transit
08/21/2024	ABL0001--ADMIN - BlooKet LLC	134010017	750.00 In Transit
08/21/2024	AU00012--ADMIN - Uline	134010016	413.02 In Transit
08/21/2024	AHGL0001--ADMIN - Honors Graduation LLC	134010022	191.05 In Transit
08/21/2024	AOCTAPS0001--ADMIN - On Call Termite and Pest Control	134010015	175.00 In Transit
08/21/2024	AC000012--ADMIN - Costco	134010025	120.01 In Transit
08/21/2024	CDWG000--CDW - Hardware	134010011	61,951.98 In Transit
08/21/2024	MOBI000--Mobile Beacon	134010020	15,120.00 In Transit
08/21/2024	STUD000--Studies Weekly	134010014	12,522.80 In Transit
08/21/2024	SPEC000--Specialized Therapy Services	134010018	12,100.42 In Transit
08/21/2024	NEAR000--ADMIN - Nearpod Inc	134010019	11,705.00 In Transit
08/21/2024	CENG0000--ADMIN - CENGAGE LEARNING, INC.	134010029	11,031.17 In Transit
08/21/2024	CDWG000--CDW - Hardware	134010006	9,969.58 In Transit
08/21/2024	HATC000--Hatch and Cesario, Attorneys-at-Law	134010024	4,995.00 In Transit
08/21/2024	STRS001--San Bernadino County Superintendent of Schools	134010027	3,625.00 In Transit
08/21/2024	KOAL000--Koala T's and Apparel, LLC	134010030	3,330.50 In Transit
08/21/2024	APAOI0001--ADMIN - Pepper and Olive Interiors	134010008	2,400.00 In Transit
08/21/2024	THER002--ADMIN - Therapy Shoppe, Inc	134010005	2,037.99 In Transit
08/21/2024	WEND000--ADMIN - Wendy Cleaning Services	134010028	965.00 In Transit
08/21/2024	APPSFS00001--ADMIN - Pip Printing Santa Fe Springs	134010012	867.56 In Transit
08/21/2024	EH0002--Emily Hortla	134010010	91.21 In Transit
08/21/2024	LEAN000--Leann Snee	134010009	66.33 In Transit
08/21/2024	ACORU0001--ADMIN - City of Redlands - Utilities	134010007	58.61 In Transit
08/21/2024	ASCGC0001--Admin - Southern California Gas Company	134010013	33.72 In Transit
08/22/2024	IGOE0001--IGOE	08.22FSA	587.71 In Transit
08/22/2024	AUKG00012--ADMIN - UKG	20134019063	375.00 In Transit
08/22/2024	OFFI000--ADMIN - Office Depot *	20134019068	263.45 In Transit
08/22/2024	AYZA000--ADMIN - AyZar Inc.	20134019071	16,635.21 In Transit
08/22/2024	TRBESPT0001--ADMIN - The Richard B. Eshleman Separate Property Trust	20134019065	10,005.27 In Transit
08/22/2024	APPL000--Apple Education Inc *	20134019069	8,562.74 In Transit
08/22/2024	AMAZ000--Amazon	20134019072	8,387.70 In Transit
08/22/2024	HOU000--Houghton Mifflin Harcourt Publishing Company	20134019073	6,104.00 In Transit
08/22/2024	ATAML00012--ADMIN - Tech & Mortar, LLC	20134019064	3,000.00 In Transit
08/22/2024	ASIL0001--ADMIN - Sage Intacct Inc	20134019066	1,710.00 In Transit
08/22/2024	AC00012--ADMIN - Certipoint/Pearson	20134019067	1,631.87 In Transit
08/22/2024	EDME000--Edmentum, Inc.	20134019070	1,041.70 In Transit
08/22/2024	UPS000--ADMIN - UPS	20134019061	341.01 In Transit
08/22/2024	FEDE000--ADMIN - FedEx	20134019060	43.29 In Transit
08/22/2024	FEDE000--ADMIN - FedEx	20134019062	38.82 In Transit
08/23/2024	IGOE0001--IGOE	08.23FSA	922.82 In Transit
08/23/2024	ZOOM157--ADMIN - Zoom Video Communications, Inc.	134010041	20,780.00 In Transit
08/23/2024	HATC000--Hatch and Cesario, Attorneys-at-Law	134010035	16,794.50 In Transit
08/23/2024	SCHP000--School Pathways LLC	20134019077	4,254.24 In Transit
08/23/2024	PROC000--ADMIN - Procopio, Cory, Hargreaves & Savitch LLP	134010040	4,062.00 In Transit
08/23/2024	XPRE000--XPress Graphics and Printing	134010033	2,790.99 In Transit
08/23/2024	SPEC000--Specialized Therapy Services	134010038	1,918.75 In Transit
08/23/2024	PROF000--Proforma	134010044	1,468.00 In Transit
08/23/2024	EDIS000--Southern California Edison	134010036	1,012.13 In Transit
08/23/2024	KIWI000--KiwiCo (Formerly Kiwi Crate)	134010032	719.77 In Transit
08/23/2024	APPL000--Apple Education Inc *	20134019080	671.66 In Transit
08/23/2024	RAIN003--Rainbow Resource Center	20134019087	649.14 In Transit
08/23/2024	JACK000--JacKris Publishing, LLC	134010037	629.06 In Transit
08/23/2024	BOOK000--BookShark	20134019081	543.43 In Transit
08/23/2024	STAP000--Staples *	20134019086	395.71 In Transit
08/23/2024	GENE000--Generation Genius, Inc	134010034	350.00 In Transit
08/23/2024	ROYA000--Royal Fireworks Press	134010042	251.35 In Transit
08/23/2024	MYST000--Mystery Science Inc.	134010039	238.00 In Transit
08/23/2024	LEAN000--Leann Snee	134010043	97.42 In Transit
08/23/2024	FEDE000--ADMIN - FedEx	20134019088	40.93 In Transit
08/26/2024	IGOE0001--IGOE	08.262FSA	596.35 In Transit
08/26/2024	IGOE0001--IGOE	08.261FSA	360.61 In Transit
08/26/2024	IGOE0001--IGOE	08.26FSA	150.26 In Transit
08/27/2024	IGOE0001--IGOE	Voided - 08.27FSA	(32.83) In Transit
08/27/2024	IGOE0001--IGOE	08.27FSA	32.83 In Transit
08/27/2024	EMPL0000--Employee Separation or Payment Errors	001488	2,634.87 In Transit
08/27/2024	ACR0001--ADMIN - City of Redlands	001487	94.00 In Transit

Sage Oak Charter Schools Check register

Date	Payee	Document no.	Amount	Cleared
08/27/2024	STRS001--San Bernadino County Superintendent of Schools	001489	525,551.02	In Transit
08/27/2024	ACFL00001--ADMIN - CloudHesive LLC	134010060	13,692.50	In Transit
08/27/2024	CLIF000--ADMIN - Clifton Larson Allen LLP	134010057	12,547.15	In Transit
08/27/2024	AEM00001--ADMIN - Evolve Media	20134019090	10,120.00	In Transit
08/27/2024	STRO001--Strongmind Inc.	134010047	8,200.00	In Transit
08/27/2024	INST004--ADMIN - Instructure, Inc	20134019092	7,150.00	In Transit
08/27/2024	AUKG00012--ADMIN - UKG	20134019089	6,500.00	In Transit
08/27/2024	AWLT0001--Admin - Wilson Language Training	134010055	4,630.00	In Transit
08/27/2024	PROF000--Proforma	134010053	3,430.92	In Transit
08/27/2024	SSTK00001--SPED - SLP Toolkit	134010048	1,443.75	In Transit
08/27/2024	AKM0001--ADMIN - Konica Minolta	134010052	413.26	In Transit
08/27/2024	LS0002--ADMIN - Legal Shield	134010059	377.10	In Transit
08/27/2024	LK000122--Larry King	134010049	327.47	In Transit
08/27/2024	MCRU000--McRuffy Press, LLC	20134019091	231.85	In Transit
08/27/2024	EH0002--Emily Horta	134010051	117.92	In Transit
08/27/2024	JS000128--Jacob Schearer	134010045	74.37	In Transit
08/27/2024	ATUPC0001--ADMIN - Trinity United Presbyterian Church	134010046	70.00	In Transit
08/27/2024	LM0002--Lisette Martin	134010058	53.60	In Transit
08/27/2024	BOWE000--Field Trip - The Bowers Museum of Cultural Art	134010054	50.00	In Transit
08/27/2024	LP00012--Luis Portobanco	134010061	48.04	In Transit
08/27/2024	LL000012--Illiana Lara	134010050	38.53	In Transit
08/27/2024	MK00012--Madison Harcarik	134010062	31.89	In Transit
08/27/2024	SE00012--Stacey Edwards	134010056	13.94	In Transit
08/28/2024	IGOE0001--IGOE	08.28FSA	351.77	In Transit
08/28/2024	ALACB00001--ADMIN - Lake Arrowhead Classical Ballet	001490	1,000.00	In Transit
08/28/2024	EMPL0000--Employee Separation or Payment Errors	001492	5,709.70	In Transit
08/28/2024	EMPL0000--Employee Separation or Payment Errors	001491	6,702.83	In Transit
08/28/2024	AJM0001--ADMIN - JAVIER MANCERA	20134019094	4,270.00	In Transit
08/29/2024	PETE000--Peter Matz	8.29PMatz	650.00	In Transit
08/29/2024	SUSA001--Susan Houle	8.29SHoule	650.00	In Transit
08/29/2024	MICH000--Michael P. Humphrey	8.29MHumph	650.00	In Transit
08/29/2024	STEV000--Steve Fraire	SFra08.29	1,100.00	In Transit
08/29/2024	WILL001--William W. Hall	WHal08.241	1,100.00	In Transit
08/29/2024	IGOE0001--IGOE	08.29FSA	25.00	In Transit
08/29/2024	MCRU000--McRuffy Press, LLC	20134019137	269.75	In Transit
08/29/2024	PROF000--Proforma	134010080	256.79	In Transit
08/29/2024	EXPL003--Learning A-Z	20134019108	242.00	In Transit
08/29/2024	MOVI000--Moving Beyond the Page	20134019125	229.83	In Transit
08/29/2024	HOME000--Home Science Tools	20134019118	226.40	In Transit
08/29/2024	MEMO000--Memoria Press Inc	20134019145	223.60	In Transit
08/29/2024	JACK000--JacKris Publishing, LLC	134010063	218.93	In Transit
08/29/2024	MLLC0001--Llarnitas Spanish	20134019105	202.44	In Transit
08/29/2024	HAND000--Learning Without Tears	20134019115	186.68	In Transit
08/29/2024	TEAC006--Teachers Pay Teachers	20134019130	182.09	In Transit
08/29/2024	LITT002--Little Passports	20134019138	148.70	In Transit
08/29/2024	ESSE000--Essentials in Writing	20134019106	148.40	In Transit
08/29/2024	KIDS009--Kidstir LLC	20134019114	143.49	In Transit
08/29/2024	ARTO001--Art of Problem Solving (AoPS)	20134019139	121.88	In Transit
08/29/2024	BOOK000--BookShark	20134019127	120.48	In Transit
08/29/2024	ARTO001--Art of Problem Solving (AoPS)	20134019129	99.99	In Transit
08/29/2024	EVAN000--Evan-Moor	20134019103	95.81	In Transit
08/29/2024	MOXI000--Moxie Box Art	134010065	90.70	In Transit
08/29/2024	JACK000--JacKris Publishing, LLC	134010069	79.98	In Transit
08/29/2024	HONE000--Honest History Co	20134019100	59.31	In Transit
08/29/2024	GRAI000--Grainger, Inc.	134010072	52.30	In Transit
08/29/2024	STUD000--Studies Weekly	134010066	43.45	In Transit
08/29/2024	HAS0001--Harbor and Sprout	20134019121	32.48	In Transit
08/29/2024	STAP000--Staples *	20134019135	27.44	In Transit
08/29/2024	GREAO00--Great Books	20134019126	24.14	In Transit
08/29/2024	APPSFS00001--ADMIN - Pip Printing Santa Fe Springs	134010082	23.76	In Transit
08/29/2024	HAND000--Learning Without Tears	20134019151	21.77	In Transit
08/29/2024	RAIN003--Rainbow Resource Center	20134019133	1,053.67	In Transit
08/29/2024	STUD000--Studies Weekly	134010076	1,035.44	In Transit
08/29/2024	LEGO000--Lego Education *	20134019131	1,026.14	In Transit
08/29/2024	INST000--Institute for Excellence in Writing	20134019134	993.87	In Transit
08/29/2024	THIN000--Thinkwell Corporation	20134019098	976.82	In Transit
08/29/2024	STUD000--Studies Weekly	134010079	949.15	In Transit
08/29/2024	LOGI001--Logic of English, Inc	20134019140	941.25	In Transit
08/29/2024	MEMO000--Memoria Press Inc	20134019102	918.20	In Transit
08/29/2024	SCHP000--School Pathways LLC	20134019136	850.00	In Transit
08/29/2024	HOME000--Home Science Tools	20134019141	788.67	In Transit

Sage Oak Charter Schools Check register

Date	Payee	Document no.	Amount Cleared
08/29/2024	SING000--Singapore Math Inc.	20134019124	773.30 In Transit
08/29/2024	APPP0001--ADMIN - Phoenix Performance Partners	20134019153	696.96 In Transit
08/29/2024	INST000--Institute for Excellence in Writing	20134019146	677.30 In Transit
08/29/2024	HOME000--Home Science Tools	20134019101	607.37 In Transit
08/29/2024	LITT002--Little Passports	20134019104	597.56 In Transit
08/29/2024	WRIT000--Write At Home	20134019109	548.00 In Transit
08/29/2024	RAIN003--Rainbow Resource Center	20134019144	529.65 In Transit
08/29/2024	MEMO000--Memoria Press Inc	20134019122	527.61 In Transit
08/29/2024	OFFI000--ADMIN - Office Depot *	20134019123	494.08 In Transit
08/29/2024	ZOOP000--Zoo Phonics	20134019132	474.95 In Transit
08/29/2024	MLLC0001--Llamlitas Spanish	20134019148	454.64 In Transit
08/29/2024	STAP000--Staples *	20134019112	448.85 In Transit
08/29/2024	JACK000--JacKris Publishing, LLC	134010078	420.37 In Transit
08/29/2024	OFFI000--ADMIN - Office Depot *	20134019095	391.22 In Transit
08/29/2024	AMAZ000--Amazon	20134019128	366.44 In Transit
08/29/2024	LAKE001--Lakeshore Learning Materials	20134019142	362.80 In Transit
08/29/2024	MYST000--Mystery Science Inc.	134010068	357.00 In Transit
08/29/2024	TEAC0000--ADMIN - Teachers' Curriculum Institute (TCI)	20134019147	340.96 In Transit
08/29/2024	LAKE001--Lakeshore Learning Materials	20134019120	312.16 In Transit
08/29/2024	ALLA000--All About Learning Press, Inc	20134019119	278.40 In Transit
08/29/2024	MOVI000--Moving Beyond the Page	20134019113	16,050.97 In Transit
08/29/2024	FEDE000--ADMIN - FedEx	20134019155	9,920.42 In Transit
08/29/2024	SING000--Singapore Math Inc.	20134019150	6,503.40 In Transit
08/29/2024	RIVE001--Admin - Riverside Insights	134010086	9,775.64 In Transit
08/29/2024	ACU0001--ADMIN - ClickUp	134010081	3,914.25 In Transit
08/29/2024	ALLA000--All About Learning Press, Inc	20134019097	3,534.04 In Transit
08/29/2024	GENE000--Generation Genius, Inc	134010088	3,221.00 In Transit
08/29/2024	HOU000--Houghton Mifflin Harcourt Publishing Company	20134019152	3,000.00 In Transit
08/29/2024	BOOK000--BookShark	20134019116	2,928.58 In Transit
08/29/2024	ARWTGDM0001--ADMIN - RockWest Technology Group, dba Multicard	134010083	2,737.84 In Transit
08/29/2024	SCHP000--School Pathways LLC	20134019099	2,127.12 In Transit
08/29/2024	KIWI000--KiwiCo (Formerly Kiwi Crate)	134010064	2,036.57 In Transit
08/29/2024	ZOOP000--Zoo Phonics	20134019143	1,959.17 In Transit
08/29/2024	TEAC006--Teachers Pay Teachers	20134019154	1,844.08 In Transit
08/29/2024	INST000--Institute for Excellence in Writing	20134019111	1,797.45 In Transit
08/29/2024	ZOOP000--Zoo Phonics	20134019107	1,781.10 In Transit
08/29/2024	PROF000--Proforma	134010075	1,424.80 In Transit
08/29/2024	LOGI001--Logic of English, Inc	20134019096	1,317.33 In Transit
08/29/2024	AC00012--ADMIN - Certipor/Pearson	20134019149	1,250.00 In Transit
08/29/2024	GENE000--Generation Genius, Inc	134010067	1,199.00 In Transit
08/29/2024	TEAC006--Teachers Pay Teachers	20134019110	1,185.70 In Transit
08/29/2024	GENE000--Generation Genius, Inc	134010070	1,125.00 In Transit
08/29/2024	LOGI001--Logic of English, Inc	20134019117	1,116.49 In Transit
08/29/2024	KIWI000--KiwiCo (Formerly Kiwi Crate)	134010071	1,068.48 In Transit
08/29/2024	KIWI000--KiwiCo (Formerly Kiwi Crate)	134010085	1,055.38 In Transit
08/29/2024	ADTU000--ADMIN - ADT US Holdings, Inc	134010087	782.04 In Transit
08/29/2024	APPETG0001--ADMIN - Phantom Projects Educational Theatre Group	134010077	525.00 In Transit
08/29/2024	YC00012--Yesenia Cabrera	134010084	41.54 In Transit
08/29/2024	ADTU000--ADMIN - ADT US Holdings, Inc	134010074	35.08 In Transit
08/29/2024	JH00012--Jamie Houseworth	134010073	34.71 In Transit
08/30/2024	IGOE0001--IGOE	08.30FSA	54.23 In Transit
08/30/2024	IGOE0001--IGOE	08.301FSA	155.00 In Transit
Total for CHASE 6016			<u>1,332,120.28</u>

Summary Prospectus June 21, 2024
JPMorgan U.S. Government Money Market Fund
Class/Ticker: Morgan/MJGXX

Before you invest, you may want to review the Fund's Prospectus, which contains more information about the Fund and its risks. You can find the Fund's Prospectus and other information about the Fund, including the Statement of Additional Information, online at www.jpmorganfunds.com. You can also get this information at no cost by calling 1-800-480-4111 or by sending an e-mail request to Funds.Website.Support@jpmorganfunds.com or by asking any financial intermediary that offers shares of the Fund. The Fund's Prospectus and Statement of Additional Information, both dated June 21, 2024, as may be supplemented from time to time are incorporated by reference into this Summary Prospectus.

The Fund's Objective

The Fund seeks high current income with liquidity and stability of principal.

Fees and Expenses of the Fund

The following table describes the fees and expenses that you may pay if you buy, hold and sell shares of the Fund. You may pay other fees, such as brokerage commissions and other fees to financial intermediaries, which are not reflected in the table and examples below.

ANNUAL FUND OPERATING EXPENSES

(Expenses that you pay each year as a percentage of the value of your investment)

	<u>Morgan</u>
Management Fees	0.08%
Distribution (Rule 12b-1) Fees	0.10
Other Expenses	0.40
Service Fees	0.35
Remainder of Other Expenses	<u>0.05</u>
Total Annual Fund Operating Expenses	0.58

Example

This Example is intended to help you compare the cost of investing in the Fund with the cost of investing in other mutual funds. The Example assumes that you invest \$10,000 in the Fund for the time periods indicated. The Example also assumes that your investment has a 5% return each year and that the Fund's operating expenses remain the same. Your actual costs may be higher or lower.

WHETHER OR NOT YOU SELL YOUR SHARES, YOUR COST WOULD BE:

	<u>1 Year</u>	<u>3 Years</u>	<u>5 Years</u>	<u>10 Years</u>
MORGAN SHARES (\$)	59	186	324	726

The Fund's Main Investment Strategy

Under normal conditions, the Fund invests its assets exclusively in:

- debt securities issued or guaranteed by the U.S. government, or by U.S. government agencies or instrumentalities or Government-Sponsored Enterprises ("GSEs"), and

- repurchase agreements fully collateralized by U.S. Treasury and U.S. government securities.

The Fund is a money market fund managed in the following manner:

- The Fund seeks to maintain a net asset value ("NAV") of \$1.00 per share.
- The dollar-weighted average maturity of the Fund will be 60 days or less and the dollar-weighted average life to maturity will be 120 days or less.
- The Fund will only buy securities that have remaining maturities of 397 days or less or securities otherwise permitted to be purchased because of maturity shortening provisions under applicable regulation.
- The Fund invests only in U.S. dollar-denominated securities.
- The Fund seeks to invest in securities that present minimal credit risk.

The Fund may invest significantly in securities with floating or variable rates of interest. Their yields will vary as interest rates change. The Fund will generally hold a portion of its assets in cash, primarily to meet redemptions.

The Fund intends to continue to qualify as a "government money market fund," as such term is defined in or interpreted under Rule 2a-7 under the Investment Company Act of 1940, as amended ("Investment Company Act"). "Government money market funds" are required to invest at least 99.5% of their assets in (i) cash, (ii) securities issued or guaranteed by the United States or certain U.S. government agencies or instrumentalities and/or (iii) repurchase agreements that are collateralized fully, and are exempt from requirements that permit money market funds to impose a liquidity fee. While the J.P. Morgan Funds' Board of Trustees (the "Board") may elect to subject the Fund to liquidity fee requirements in the future, the Board has not elected to do so at this time. A government money market fund may also include investments in other government money market funds as an eligible investment for purposes of the 99.5% requirement above.

The Fund may trade securities on a when-issued, delayed settlement or forward commitment basis. The Fund's adviser seeks to develop an appropriate portfolio by considering the differences in yields among securities of different maturities, market sectors and issuers.

The Fund's Main Investment Risks

The Fund is subject to management risk and the Fund may not achieve its objective if the adviser's expectations regarding particular instruments or interest rates are not met.

You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not a bank account and is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor is not required to reimburse the Fund for losses, and you should not expect that the sponsor will provide financial support to the Fund at any time, including during periods of market stress.

An investment in this Fund or any other fund may not provide a complete investment program. The suitability of an investment in the Fund should be considered based on the investment objective, strategies and risks described in this prospectus, considered in light of all of the other investments in your portfolio, as well as your risk tolerance, financial goals and time horizons. You may want to consult with a financial advisor to determine if this Fund is suitable for you.

The Fund is subject to the main risks noted below, any of which may adversely affect the Fund's performance and ability to meet its investment objective.

Interest Rate Risk. The Fund's investments in bonds and other debt securities will change in value based on changes in interest rates. If rates increase, the value of these investments generally declines. Securities with greater interest rate sensitivity and longer maturities generally are subject to greater fluctuations in value. The Fund may invest in variable and floating rate securities. Although these instruments are generally less sensitive to interest rate changes than fixed rate instruments, the value of floating rate and variable securities may decline if their interest rates do not rise as quickly, or as much, as general interest rates. The Fund may face a heightened level of interest rate risk due to certain changes in monetary policy. It is difficult to predict the pace at which central banks or monetary authorities may change interest rates or the timing, frequency, or magnitude of such changes. Any such changes could be sudden and could expose debt markets to significant volatility and reduced liquidity for Fund investments.

Credit Risk. The Fund's investments are subject to the risk that issuers and/or counterparties will fail to make payments when due or default completely. Prices of the Fund's investments may be adversely affected if any of the issuers or counterparties it is invested in are subject to an actual or perceived deterioration in their credit quality. Credit spreads may increase, which may reduce the market values of the Fund's securities. Credit spread risk is the risk that economic and market conditions or any actual or perceived credit deterioration may lead to an increase in the credit spreads (i.e., the difference in yield between two securities of similar maturity but different credit quality) and a decline in price of the issuer's securities.

General Market Risk. Economies and financial markets throughout the world are becoming increasingly interconnected, which increases the likelihood that events or conditions in one country or region will adversely impact markets or issuers in other countries or regions. Securities in the Fund's portfolio may underperform in comparison to securities in general financial markets, a particular financial market or other asset classes due to a number of factors, including inflation (or expectations for inflation), deflation (or expectations for deflation), interest rates, global demand for particular products or resources,

market instability, financial system instability, debt crises and downgrades, embargoes, tariffs, sanctions and other trade barriers, regulatory events, other governmental trade or market control programs and related geopolitical events. In addition, the value of the Fund's investments may be negatively affected by the occurrence of global events such as war, terrorism, environmental disasters, natural disasters or events, country instability, and infectious disease epidemics or pandemics.

Asset-Backed, Mortgage-Related and Mortgage-Backed Securities Risk. Mortgage-related and asset-backed securities are subject to certain other risks, including prepayment and call risks. During periods of difficult or frozen credit markets, significant changes in interest rates, or deteriorating economic conditions, mortgage-related and asset-backed securities may decline in value, face valuation difficulties, become more volatile and/or become illiquid. When mortgages and other obligations are prepaid and when securities are called, the Fund may have to reinvest in securities with a lower yield or fail to recover additional amounts (i.e., premiums) paid for securities with higher interest rates, resulting in an unexpected capital loss and/or a decrease in the amount of dividends and yield. In periods of either rising or declining interest rates, the Fund may be subject to extension risk, and may receive principal later than expected. As a result, in periods of rising interest rates, the Fund may exhibit additional volatility. Additionally, asset-backed, mortgage-related and mortgage-backed securities are subject to risks associated with their structure and the nature of the assets underlying the securities and the servicing of those assets. Certain asset-backed, mortgage-related and mortgage-backed securities may face valuation difficulties and may be less liquid than other types of asset-backed, mortgage-related and mortgage-backed securities, or debt securities.

Government Securities Risk. U.S. government securities include securities issued or guaranteed by the U.S. government or its agencies and instrumentalities (such as securities issued by the Government National Mortgage Association (Ginnie Mae), the Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac) or other Government-Sponsored Enterprises (GSEs)). U.S. government securities are subject to market risk, interest rate risk and credit risk. Securities, such as those issued or guaranteed by Ginnie Mae or the U.S. Treasury, that are backed by the full faith and credit of the United States are guaranteed only as to the timely payment of interest and principal when held to maturity and the market prices for such securities will fluctuate. Notwithstanding that these securities are backed by the full faith and credit of the United States, circumstances could arise that would prevent the payment of interest or principal. This would result in losses to the Fund. Securities issued or guaranteed by U.S. government related organizations, such as Fannie Mae and Freddie Mac, are not backed by the full faith and credit of the U.S. government and no assurance can be given that the U.S. government will provide financial support. Therefore, U.S. government related organizations may not have the funds to meet their payment obligations in the future. U.S. government securities include zero coupon securities, which tend to be subject to greater market risk than interest-paying securities of similar maturities.

When-Issued, Delayed Settlement and Forward Commitment Transactions Risk. The Fund may purchase or sell securities which it is eligible to purchase or sell on a when-issued basis, may purchase and sell such securities for delayed delivery and

may make contracts to purchase or sell such securities for a fixed price at a future date beyond normal settlement time (forward commitments). When-issued transactions, delayed delivery purchases and forward commitments involve the risk that the security the Fund buys will lose value prior to its delivery. There also is the risk that the security will not be issued or that the other party to the transaction will not meet its obligation. If this occurs, the Fund loses both the investment opportunity for the assets it set aside to pay for the security and any gain in the security's price.

Risk of Regulation of Money Market Funds. The SEC has adopted amendments to the rules that govern money market funds. These amendments may affect the Fund's investment strategies, performance, yield, expenses, operations and continued viability.

Transactions Risk. The Fund could experience a loss and its liquidity may be negatively impacted when selling securities to meet redemption requests. The risk of loss increases if the redemption requests are unusually large or frequent or occur in times of overall market turmoil or declining prices. Similarly, large purchases of Fund shares may adversely affect the Fund's performance to the extent that the Fund is delayed in investing new cash and is required to maintain a larger cash position than it ordinarily would.

Floating and Variable Rate Securities Risk. Floating and variable rate securities provide for a periodic adjustment in the interest rate paid on the securities. The rate adjustment intervals may be regular and range from daily up to annually, or may be based on an event, such as a change in the prime rate. Floating and variable rate securities may be subject to greater liquidity risk than other debt securities, meaning that there may be limitations on the Fund's ability to sell the securities at any given time. Such securities also may lose value.

Net Asset Value Risk. There is no assurance that the Fund will meet its investment objective of maintaining a net asset value of \$1.00 per share on a continuous basis. Furthermore, there can be no assurance that the Fund's affiliates will purchase distressed assets from the Fund, make capital infusions, enter into capital support agreements or take other actions to ensure that the Fund maintains a net asset value of \$1.00 per share. In the event any money market fund fails to maintain a stable net asset value, other money market funds, including the Fund, could face a universal risk of increased redemption pressures, potentially jeopardizing the stability of their net asset values. In general, certain other money market funds have in the past failed to maintain stable net asset values and there can be no assurance that such failures and resulting redemption pressures will not occur in the future.

Repurchase Agreement Risk. There is a risk that the counterparty to a repurchase agreement will default or otherwise become unable to honor a financial obligation and the value of your investment could decline as a result.

Risk Associated with the Fund Holding Cash. The Fund will generally hold a portion of its assets in cash, primarily to meet redemptions. Cash positions may hurt performance and may subject the Fund to additional risks and costs, such as increased exposure to the custodian bank holding the assets and any fees imposed for large cash balances.

Interfund Lending Risk. A delay in repayment to the Fund from a borrowing fund could result in lost opportunity costs. Interfund loans are subject to the risk that the borrowing fund could be unable to repay the loan when due. In the case of a default by a borrowing fund and to the extent that the loan is collateralized, the Fund could take possession of collateral that the Fund is not permitted to hold and, therefore, would be required to dispose of such collateral as soon as possible, which could result in a loss to the Fund.

Prepayment Risk. The issuer of certain securities may repay principal in advance, especially when yields fall. Changes in the rate at which prepayments occur can affect the return on investment of these securities. When debt obligations are prepaid or when securities are called, the Fund may have to reinvest in securities with a lower yield. The Fund also may fail to recover additional amounts (i.e., premiums) paid for securities with higher coupons, resulting in an unexpected capital loss.

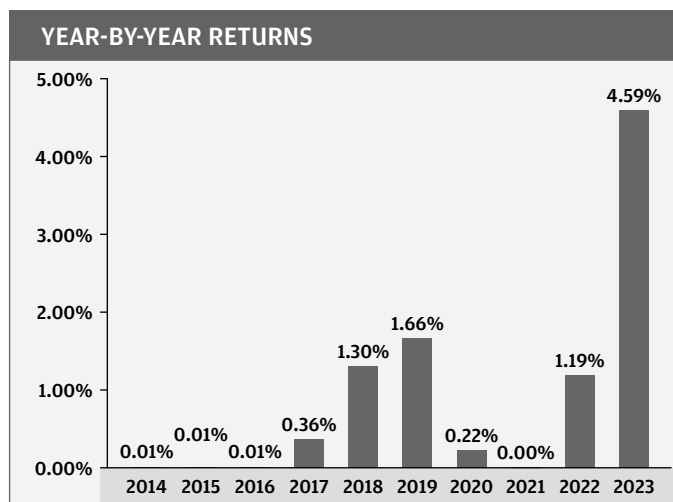
State and Local Taxation Risk. The Fund may invest in securities whose interest is subject to state and local income taxes. Consult your tax professional for more information.

Investments in the Fund are not deposits or obligations of, or guaranteed or endorsed by, any bank and are not insured or guaranteed by the FDIC, the Federal Reserve Board or any other government agency. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it is possible to lose money by investing in the Fund.

The Fund's Past Performance

This section provides some indication of the risks of investing in the Fund. The bar chart shows how the performance of the Fund's Morgan Shares has varied from year to year for the past ten calendar years. The table shows the average annual total returns over the past one year, five years and ten years.

To obtain current yield information call 1-800-480-4111 or visit www.jpmorganfunds.com. Past performance is not necessarily an indication of how the Fund will perform in the future.



Best Quarter 4Q, 2023 **1.22%**
Worst Quarter 1Q, 2Q, 3Q and 4Q 2014 **0.00%**
 1Q, 2Q, 3Q and 4Q 2015
 1Q, 2Q, 3Q and 4Q 2016
 2Q, 3Q and 4Q 2020
 1Q, 2Q, 3Q and 4Q 2021
 1Q 2022

The Fund's year-to-date total return through 3/31/24 was 1.20%.

AVERAGE ANNUAL TOTAL RETURNS (For periods ended December 31, 2023)

	Past 1 Year	Past 5 Years	Past 10 Years
MORGAN SHARES	4.59%	1.52%	0.93%

Management

J.P. Morgan Investment Management Inc. (the adviser)

Purchase and Sale of Fund Shares

Purchase minimums

For Morgan Shares

To establish an account	\$1,000
To add to an account	\$50

You may purchase or redeem shares on any business day that the Fund is open:

- Through your financial intermediary
- By writing to J.P. Morgan Funds Services, P.O. Box 219143, Kansas City, MO 64121-9143
- After you open an account, by calling J.P. Morgan Funds Services at 1-800-480-4111

Tax Information

The Fund intends to make distributions that may be taxed as ordinary income or capital gains, except when your investment is in an IRA, 401(k) plan or other tax-advantaged investment plan, in which case you may be subject to federal income tax upon withdrawal from the tax-advantaged investment plan.

Payments to Broker-Dealers and Other Financial Intermediaries

If you purchase shares of the Fund through a broker-dealer or other financial intermediary (such as a bank), the Fund and its related companies may pay the financial intermediary for the sale of Fund shares and related services. These payments may create a conflict of interest by influencing the broker-dealer or financial intermediary and your salesperson to recommend the Fund over another investment. Ask your salesperson or visit your financial intermediary's website for more information.

JPMorgan U.S. Government Money Market Fund

Share class: Morgan (MJGXX)

Ratings

S&P Rating**	AAAm
Moody's Rating**	Aaa-mf
Fitch Rating**	AAAmmf

Fund objective and strategy

Investment objective

The Fund seeks high current income with liquidity and stability of principal.

Permissible investments

- The Fund invests exclusively in high-quality, short-term securities that are issued or guaranteed by the U.S. government or by U.S. government agencies and instrumentalities.
- Some of the securities purchased by the Fund may be subject to repurchase agreements.
- The Fund will comply with SEC rules applicable to all money market funds, including Rule 2a-7 under the Investment Company Act of 1940.

Fund highlights

- The Fund is designed for temporary or medium-term cash investments, seasonal operating cash, automated cash sweeps and the liquidity components of investment portfolios.
- The Fund aims to preserve capital, maintain liquidity and produce a competitive yield.

Fund information

Annual expenses

Gross expenses (%)	0.580
Net expenses (%)	0.580

Fund basics

Fund inception date	6/14/1993
Class inception date	2/19/2005
Share class number	3916
CUSIP	4812C2676
Fund assets (in billions)	\$259.85
Investment minimum	\$1,000
Dealing deadline	5:00 PM EST
Daily liquid assets (%)	64.20
Weekly liquid assets (%)	77.34

Performance

Performance (%) - 30 day average yield

8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24	7/24
4.81	4.81	4.82	4.83	4.83	4.80	4.79	4.79	4.78	4.79	4.80	4.79

As of July 31, 2024, the 7-day SEC yield was 4.91% and 7-day unsubsidized SEC yield was 4.91%.

The performance quoted is past performance and is not a guarantee of future results. Current performance may be higher or lower than the performance data shown. For performance current to the most recent month-end please call 1-800-766-7722 (institutional investors) or 1-800-480-4111 (retail investors).

Composition

Weighted average maturity in days

8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24	7/24
26	29	32	37	52	49	46	46	41	48	41	42

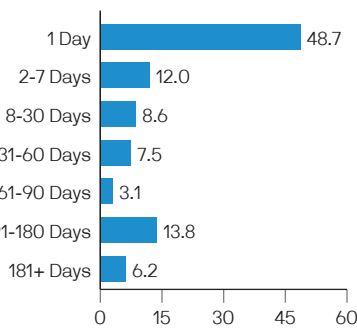
Weighted Average Maturity: The calculation takes into account the period remaining until the date on which, in accordance with the terms of the security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made and may utilize the interest rate reset date for variable or floating rate securities.

Weighted average life in days

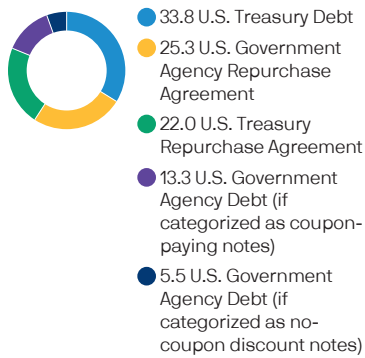
8/23	9/23	10/23	11/23	12/23	1/24	2/24	3/24	4/24	5/24	6/24	7/24
62	68	87	90	105	102	100	99	90	97	93	99

Weighted Average Life: The calculation takes into account the period remaining until the date on which, in accordance with the terms of the security, the principal amount must unconditionally be paid, or in the case of a security called for redemption, the date on which the redemption payment must be made.

Effective maturity*



Sector breakdown (%)*



*Due to rounding, values may not total 100%.
You could lose money by investing in the Fund. Although the Fund seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. An investment in the Fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The Fund's sponsor has no legal obligation to provide financial support to the Fund, and you should not expect that the sponsor will provide financial support to the Fund at any time. Performance may reflect the waiver of a portion of the fund's fees and/or reimbursement of certain expenses. If fees had not been waived and certain expenses were not reimbursed the performance would have been lower.
PLEASE REFER TO THE BACK FOR IMPORTANT DISCLOSURE INFORMATION

Must be preceded or accompanied by a prospectus.
Call 1-800-766-7722 (institutional investors) or 1-800-480-4111 (retail investors) for a fund prospectus. You can also visit us online at www.jpmorganfunds.com. Investors should carefully consider the investment objectives and risk as well as charges and expenses of the mutual fund before investing. The prospectus contains this and other information about the mutual fund. Read the prospectus carefully before investing.

RATINGS:
Moody's defines Money Market Funds with an 'Aaa-mf' rating as having a very strong ability to meet the dual objectives of providing liquidity and preserving capital. S&P defines Money Market Funds that have an 'AAAm' rating as demonstrating extremely strong capacity to maintain principal stability and to limit exposure to credit risk. Fitch defines Money Market Funds with an 'AAAmf' rating as having extremely strong capacity to achieve fund's investment objective of preserving principal and providing shareholder liquidity through limiting credit, market and liquidity risk. The ratings do not eliminate the risks associated with investing in the Fund. For information on rating methodologies, please visit the agency websites at <http://www.moodys.com/>; <https://www.spglobal.com/ratings/en/products-benefits/products/principle-stability-fund-ratings> and <http://www.fitchratings.com>.

ANNUAL EXPENSES:
The Fund's adviser and/or its affiliates have contractually agreed to waive fees and/or reimburse expenses to the extent Total Annual Fund Operating Expenses (excluding acquired fund fees and expenses, dividend and interest expenses related to short sales, interest, taxes, expenses related to litigation and potential litigation and extraordinary expenses) exceed 0.590% of the average daily net assets. The Fund may invest in one or more money market funds advised by the adviser or its affiliates (affiliated money market funds). The Fund's adviser has contractually agreed to waive fees and/or reimburse expenses in an amount sufficient to offset the fees and expenses of the affiliated money market funds incurred by the Fund because of the Fund's investment in such money market funds. This waiver is in effect through 6/30/2025, at which time the adviser and/or its affiliates will determine whether to renew or revise it. The difference between net and gross fees includes all applicable fee waivers and expense reimbursements.

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JPMorgan Chase Bank, N.A.

ALL BALANCES IN THIS STATEMENT ARE BASED ON THE CLOSING
COLLECTED BALANCE IN YOUR DEMAND DEPOSIT ACCOUNT



05001 LQS 001 001 24213 - NNNNNNNNNNNN LQ1

SAGE OAK CHARTER SCHOOLS

1473 FORD ST STE 105

REDLANDS CA 92373-3915

213517500100105001000100000000

DIVIDEND SUMMARY

IN US DOLLARS

SAGE OAK CHARTER SCHOOLS
1473 FORD ST STE 105
REDLANDS CA 92373-3915

AVERAGE INVESTMENT BALANCE THIS MONTH (Shares): 11,490,023.58
AVERAGE INVESTMENT BALANCE THIS YEAR (Shares): 11,490,023.58
(BASED ON INVESTED DAYS)
NUMBER OF DAYS INVESTED THIS MONTH: 23
NUMBER OF DAYS INVESTED THIS YEAR: 23
7 DAY SEC YIELD (%): 4.91
30 DAY AVERAGE YIELD (%): 4.79
BASIS POINT FEE (a) FOR PRIOR MONTH (\$): 0.00
BASIS POINT FEE (a) FOR CURRENT MONTH (\$): 1,810.07

PAGE NUMBER: 2 OF 3
PERIOD OF: JULY 1 - JULY 31, 2024

ACCOUNT NUMBER: 00000000917716016
INVESTMENT ACCOUNT NUMBER: 00000000917716016

DIVIDENDS PAID		INVESTMENT EARNINGS			
PERIOD		EARNINGS (\$)	ADJUSTMENTS (\$)	ADJUSTED EARNINGS (\$)	NET TOTAL (\$)
CURRENT PERIOD					
JULY, 2024	0.00	34,721.53	0.00	34,721.53	34,721.53
NET TOTAL					34,721.53
YEAR TO DATE	0.00				34,721.53
WITHHOLDING TAX MTD (\$):	0.00				
WITHHOLDING TAX YTD (\$):	0.00				
SHORT TERM CAP GAIN PD YTD (\$):	0.00				
LONG TERM CAP GAIN PD YTD (\$):	0.00				

© 2019 JPMorgan Chase & Co. All Rights Reserved. JPMorgan Chase Bank, N.A. Member FDIC. This statement will be deemed correct if no query is received within 90 days. You could lose money by investing in a money market fund ("MMF"). With respect to a US registered MMF that qualifies as a "government" MMF, although the MMF seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. In the case of a US Registered MMF that does not qualify as a "government" MMF, because the share price of the MMF may fluctuate, when you sell your MMF shares they may be worth more or less than what you originally paid for them. If a US Registered MMF does not qualify as a "government" MMF, the MMF may impose a fee upon sale of your shares or may temporarily suspend your ability to sell shares if the MMF's liquidity falls below required minimums because of market conditions or other factors. With respect to an offshore MMF that qualifies as a "CNAV" or "LVNAV" MMF under applicable money market fund regulations, although the MMF seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Further, effective on or before January 21, 2019, the MMF may impose a fee upon sale of your shares or may temporarily suspend your ability to sell all or a portion of your shares if the MMF's liquidity falls below required minimums because of market conditions or other factors. In the case of an offshore MMF that qualifies as a "VNAV" MMF, because the share price of the MMF will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them.

An investment in a MMF is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC), any other government agency or JPMorgan Chase Bank, N.A. ("Bank"). A MMF's sponsor has no legal obligation to provide financial support to the MMF, and you should not expect that the sponsor will provide financial support to the MMF at any time. Investors should carefully consider the investment objectives and risks as well as changes to the MMF before investing. The prospectus contains this and other information about the MMF. Please refer to the MMF prospectus for the most current MMF information. For a fund prospectus, please contact your Bank relationship manager.

Basis Point Fee: the yield calculations above do not take into consideration any sweep basis point fees. If basis point fees were included the returns would be lower.



Services Order Form

Order #:Q-355637-6

Date:2024-05-17

Offer Valid Through:2024-07-31

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Sage Oak Charter School

Address:1473 Ford Street, Suite 105

City:Redlands

State/Province:California

Zip/Postal Code:92373

Country:United States

Order Information

Billing Frequency:Annual Upfront

Payment Terms:Net 30

Billing Contact

Name:Sandra Gonzales

Email:ap@sageoak.education

Phone:888-435-4445

Primary Contact

Name:Jennifer Ortiz

Email:jortiz@sageoak.education

Phone:+1 888 435 4445

Billing Frequency Term:
Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Technical Consulting			Per Hour	5	USD 175.00	USD 875.00
Non-Recurring Sub-Total						USD 875.00
Year 1 Total						USD 875.00
						Grand Total: USD 875.00

Professional Services	Description	Expiration	Qty
Technical Consulting	<p>Technical Consulting provides the client dedicated time with an Implementation Consultant up to the contracted number of hours (minimum of 5 hours) per 12 months. The 12 month time period will begin upon the later of the signing of Order Form or subscription start date (if purchased on this Order Form) unless otherwise noted. Time spent will be tracked by the Implementation Consultant in increments of 15 minutes (with a minimum of 15 minutes per request) and reported back to the client throughout the 12 month period.</p> <p>Unused hours at the end of the 12 month time period will not roll over and are non-refundable. If additional hours are required in the 12 month time period, the client must purchase additional hours at the standard rate.</p> <p>Services that may be delivered include consultation on data provisioning, content migration strategy, theming and branding, authentication configuration, API documentation, integrations and LTI, general account structure and organization, and project management. Services rendered are on an as-needed basis. This agreement does not include future maintenance of any solutions proposed during consultation.</p> <p>Scheduling and usage of consulting services are subject to consultant availability and capacity. Consultant assigned to work will be selected based on scheduling need and available capacity. Working hours are limited to Instructure normal operating business hours including company holidays.</p>	12 Months	5

Metrics and Descriptions:

Duration: The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

Miscellaneous: Instructure's support terms are available as follows:
Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>
Portfolium: <https://portfolium.com/support-terms>
MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

Terms and Conditions
This Order Form shall be governed by the Master Terms and Conditions which can be found here:
<https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

The parties agreement with regards to Instructure's processing of personal data or personally identifiable information can be found at: <https://www.instructure.com/policies/data-processing>

Auto Renewal Terms
Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12 month duration at an annual price increase of 10% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.


Any requests to change service deliverables as defined on the order form may incur a fee of ten percent (10%) of the remaining fees for the service.

PURCHASE ORDER INFORMATION		TAX INFORMATION	
Is a Purchase Order required for the purchase or payment of the products on this order form?		Check here if your company is exempt from US state sales tax : Yes	
Please Enter (Yes or No): Yes		Please email all US state sales tax exemption certifications to ar@instructure.com	
If yes, please enter PO Number: 298541530			

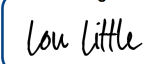
Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Sage Oak Charter School

Signature:	
Name:	<div><div></div><div></div></div>
Title:	<div><div></div><div></div></div>
Date:	<div><div></div><div></div></div>

Instructure, Inc.

Signature:	<div><div>DocuSigned by:</div><div></div><div>4C2B4AB3D0AB432</div></div>
Name:	<div>Lou Little</div>
Title:	<div>Sr Pricing Analyst</div>
Date:	<div>5/28/2024</div>

**PROPOSAL FOR DATA MIGRATION / PROFESSIONAL SERVICES**

Intellinetics, Inc., an Ohio corporation doing business as YellowFolder ("YellowFolder") is pleased to issue this proposal of service to the client listed below (the "Proposal"). YellowFolder proposes to provide the services described in the sections below. This Proposal is provided for discussion purposes only and shall not be a binding agreement upon YellowFolder until signed by YellowFolder in the space indicated below. Notwithstanding this non-binding nature, the prices and services described in this Proposal shall expire 30 days from the date indicated below (Created Date).

Customer Information

Account Name	Sage Oak-CA-SPED	Created Date	06 / 07 / 2024
Deal Name	Sage Oak Charter-CA-SPED-Migration of Records-2024-06-0600	Quote Number	Quote 2021435
Type	Migration Professional Services		

Name	Price	Hours	Subtotal
One-Time Fees			
Migrations - Folder Level - Professional Services Professional services for data migrations are priced at \$100 per hour	\$100.00	20	\$2,000.00

One-Time Fee Total \$2,000.00**Proposed Billing Terms**

Billing Terms: One-Time Fees are due upon signing the Proposal.

Transportation or Shipping Fees are NOT included in this proposal and are the responsibility of the customer.



Explanation of Services

District hereby engages Vendor to perform certain document imaging services ("Processing Services", as more particularly described below). This process includes preparing the documents for import into the District's YellowFolder platform for online access to the documents.

The services listed in "Proposed Services" above are described below. Please note, you may not receive all of the services listed below.

1. **Migration Services.** YellowFolder shall (a) provide the School with services to migrate the existing records of the School as described on a proposal(s) executed by the Parties and in the quantities defined on such Proposal (the "Processing Services"). The Migration Services include the following elements:
 - **Electronic Records Delivery.** School shall save the records in the secure location provided to the School. YellowFolder shall receive the number of records (defined below) specified in the Proposal. The Delivery Date shall be within 30 days of the initiation of the Proposal.
 - **Electronic Records.** The Proposal shall include a quantity of electronic records for which YellowFolder is agreeing to provide Migration Services. An electronic record is defined as records provided to YellowFolder, by the School, in electronic format (PDF or TIFF) saved to a secure location provided by YellowFolder.
 - **CSV/Detailed Index Requirement.** **The School shall be solely responsible for providing the records to be migrated to YellowFolder, including providing a CSV/detailed index.** Records shall be indexed clearly with Campus Name, Record Series, Description, Date or Alpha Range, Active or Inactive Records. Records must be contained in a supported format of PDF or TIFF. If the records will be receiving Folder-Level Processing (see **Folder-Level Processing of Existing Records** below), each folder must be labeled clearly with a title (each such folder shall herein be defined as a "Folder"). YellowFolder uses the index the School provides to associate student/employee data with the files, then map that data to our structure and data received from the School CSV. YellowFolder does not maintain the School index as-is. It is only used for migration purposes.
 - **Access to Records.** During the migration process, YellowFolder shall attempt to assist the School in the reasonable retrieval of requested documents, provided that the School must be able to provide YellowFolder with the index information of the record needed. YellowFolder shall use commercially reasonable efforts to respond to each such request by the School within 2 business days of receiving such request. Requests are to be made submitting an official request on the YellowFolder website or by contacting the YellowFolder help desk. YellowFolder reserves the right to charge the School for record retrieval services on an ad-hoc basis if the School makes an unusually high level of requests. YellowFolder shall respond to all requests by School personnel and shall not be responsible for determining if the requesting personnel has access to the Physical Records pursuant to Privacy Laws (defined below). The School shall be solely responsible for determining whether such personnel shall have access to the records, and is responsible for controlling access to YellowFolder accordingly.
 - **Conversion Records.** YellowFolder shall migrate the electronic records into PDF format, applying optical character recognition (OCR) technology to capture the words and data contained on the Record, and using the OCR-generated information, when possible, to create a searchable database of the document content and meta-tags for the document. At the end of this process, YellowFolder shall upload the completed digital document (together with the OCR and meta-tag information) (the "Digital Record") onto the separate account maintained on YellowFolder's Internet site and related software (the "Software") for access by the School. **This Agreement does not provide the School with any rights to the Software. YellowFolder shall not be responsible at any time for providing the School with copies of the Digital Records, other than access to such Digital Records via the Software. Any such access must be arranged by the School from YellowFolder, separately from this Agreement.**
 - **Types of Conversion.** YellowFolder provides two types of conversion services, which is explicitly described on the Proposal. If the Proposal is silent on this issue, YellowFolder shall utilize "Box-Level Processing of Existing Records" for the Boxes.
 - **Box-Level Processing of Existing Records.** Box-Level Processing of Existing Records means that YellowFolder shall create one Digital Record for each batch/section of records provided. YellowFolder shall locate each Digital Record in an identified section of the Software, labeled as "Box Level".
 - **Folder-Level Processing of Existing Records.** When the Proposal indicates "Folder-Level Processing of Existing Records", YellowFolder shall create one Digital Record for each individual and information contained in the person's folder and shall bear the title of the Folder, as provided by the School via electronic format, above. Migrated records require additional labor to separate at Folder-Level if the individual record is not clearly identified. YellowFolder shall reserve the right to process electronic records to be migrated at Box-Level if Folder-Level separation cannot be determined. YellowFolder shall locate each Digital Record in an identified section of the Software, labeled as "Active" or "Archive" depending on the status of the Record.



Explanation of Services

- **OCR Limits.** YellowFolder processes each pdf through a computerized Optical Character Recognition (OCR) process whereby each character image in the text of the underlying digital image is analyzed and translated into ASCII character codes commonly used in data processing. This allows each Digital Record to be searched by its text content in the Software. The OCR process shall not identify poor quality images or handwritten characters, and thus handwritten text is not searchable in the Software. The OCR process may not identify every character from the digital image or it may misidentify characters. The search capability of the Software is compromised by each such failure and misidentification. YellowFolder shall have no responsibility to create a searchable database of handwritten text. YellowFolder shall have no responsibility for limitations in the searchability of Digital Records incidental to the limitations inherent in the OCR process.
- **Meta-Tags.** The Software provides the functionality for the automatic detection and application of meta-tags via the OCR process for each Digital Record, thereby enhancing the searchability of the underlying digital image. However, such meta-tagging requires the School to provide YellowFolder with regularly-updated electronic files from its existing student and employee databases, as applicable. The School is solely responsible for providing YellowFolder with access to the requested databases in the format requested by YellowFolder. If the School does not supply such access, the Software shall have limited or no meta-tagging functionality. The Software does not have meta-tagging capabilities with respect to the "administrative records" module.
- **Software.** An active license to use the Software is required to view the Digital Records. The School shall be responsible for contracting with YellowFolder, separately from this Agreement, to acquire an active license to the Software. **This Agreement does not provide the School with any rights to the Software. YellowFolder shall not be responsible at any time for providing the School with copies of the Digital Records, other than access to such Digital Records via the Software. Any such access must be arranged by the School from YellowFolder, separately from this Agreement.**
- **Timing.** Within five (5) days of receiving the electronic Records to be migrated, YellowFolder shall provide the School with an estimated completion date for the migration to Digital Records (the "Completion Date"). YellowFolder shall promptly notify the School of any changes in the Completion Date. The School acknowledges that the migration process is complex and time-consuming, that the estimated Completion Date provided by YellowFolder is subject to change, and that the School may have limited or no access to its Records during the migration process.

NO AUDIT SERVICES. YELLOWFOLDER DOES NOT PERFORM AN AUDIT OF THE RECORDS AT ANY POINT IN THE PROCESS OF MIGRATING THE RECORDS. YELLOWFOLDER DOES NOT VERIFY THAT ALL APPROPRIATE RECORDS, DOCUMENTS OR MATERIALS ARE INCLUDED IN THE RECORDS TO BE MIGRATED. THE SCHOOL IS SOLELY RESPONSIBLE FOR THE INCLUSIVENESS AND THOROUGHNESS OF ITS RECORDS TO BE MIGRATED AND IS STRONGLY ENCOURAGED TO AUDIT THE MIGRATED RECORDS.

Illinois Districts. If the records are digitized, I certify that they have been reproduced in compliance with standards given in Sections 4000.70 / 4500.70 and will be maintained in compliance with standards given in Sections 4000.80 / 4500.80 of the Regulations of the Local Records Commissions.

Buying Cooperatives and Pre-Approved Pricing

YellowFolder is a BuyBoard Vendor. All of the pricing included in the "Proposed Services" and "Proposed Payment Terms" sections above, has been approved pursuant to YellowFolder's relationship with BuyBoard.



Agreement to Proposal

Upon signature by the customer and YellowFolder in the spaces provided below, this Proposal shall be a binding agreement between the parties hereto the customer and YellowFolder. The terms of the Software and Services Agreement shall govern the provision of the services described in this Proposal.



CUSTOMER

INTELLINETICS, INC. doing business
as YELLOWFOLDER

Signature *Tim O'Brien*

Signature *Tessa Tyler*

Name Tim O'Brien

Name Tessa Tyler, M.Ed.

Title CFO, Dir. of Business Services



Title Chief Education Officer & VP of School
Relationships

Date 06 / 17 / 2024

Date 06 / 17 / 2024

Signature Certificate

Reference number: GBZXQ-9HS7M-G6RMY-CEYEU

Signer	Timestamp	Signature
Tessa Tyler Email: ttyler@yellowfolder.com Sent: 17 Jun 2024 17:11:46 UTC Viewed: 17 Jun 2024 17:11:47 UTC Signed: 17 Jun 2024 17:12:09 UTC		
Recipient Verification: ✓ Email verified	17 Jun 2024 17:11:53 UTC	IP address: 73.46.194.107 Location: Ft. Pierce, United States
Tim O'Brien Email: tobrien@sageoak.education Sent: 17 Jun 2024 17:11:46 UTC Viewed: 17 Jun 2024 17:31:43 UTC Signed: 17 Jun 2024 17:32:19 UTC		
Recipient Verification: ✓ Email verified	17 Jun 2024 17:31:43 UTC	IP address: 47.178.38.113 Location: Redlands, United States

Document completed by all parties on:
17 Jun 2024 17:32:19 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





R C Steward Corp
215 E Commonwealth Ave Ste F
Fullerton, CA 92832

PROPOSAL: EVENT REGISTRATION SYSTEM ENHANCEMENTS

PRESENTED TO SAGE OAK CHARTER SCHOOL ON MAY 21, 2024

This constitutes a proposal tendered by R C Steward Corp to enhance the Event Registration System.

Within this proposal, “**We**” and “**Our**” and “**Us**” refers to R C Steward Corp, “**Sage Oak**” and “**You**” refers to Sage Oak Charter School. “**Event Registration System**” refers to the web-based event registration system We deployed, host, and manage for Your use that is available at <https://event.sageoak.education/>. The Event Registration System consists of Pretix (an event registration software), and the infrastructure that hosts and supports Pretix for your use.

INTRODUCTION

In 2023, You requested Our assistance to identify, implement, and support a web-based event management platform to replace the WordPress-based system that You used previously. We identified Pretix software, and We worked with You to design and configure the Event Registration System. The Event Registration System was successfully deployed and is in use, and You have identified enhancements to the “waiting list” functionality that, if implemented, will make the system more functional for Your needs.

You have asked for Our assistance to implement these desired enhancements. We have worked with You to clarify and understand the enhancements, and we have confirmed the feasibility of each requested enhancement.

Upon acceptance of this proposal, We will implement modifications to the Event Registration System as described herein.

BACKGROUND

When We identified Pretix as our recommendation to host your event registration system, We worked with You to configure Pretix to better match Your requirements for “waiting list” functionality. The native implementation of a “waiting list” within Pretix did not fit your requirements, so We did not use the native Pretix waiting list function in your deployment. Instead, We configured a system with two tiers of tickets. We configured Pretix to show the first tier of tickets (regular tickets) when an event’s ticket release window opens, and then hide that tier of tickets and show a second tier of tickets (waiting list tickets) once the event is sold out of regular tickets or when the release window is closed.

The original implementation of this two-tier ticketing system was implemented in such a way that the waiting list tickets are made available for sale as soon as the last regular ticket is added to a customer's cart. The customer who claims the last regular ticket, but has not completed its purchase, is able to also buy waiting list tickets in the same transaction. The order will then contain a mix of regular and waiting list tickets, and will require manual Sage Oak staff intervention and confusion with the customer.

REQUIREMENTS

This two-tier ticket system has proven to generally work well, but You have expressed a desire to refine the configuration to reduce the amount of manual intervention required of Sage Oak staff and to reduce customer confusion.

Specifically, You have requested the following changes:

1. The waiting list tickets should automatically become available once the release window closes or once the last regular ticket has been purchased, whichever comes first.
2. You would like the ability to configure, on each event, a quantity of remaining available regular tickets that will cause the waiting list tickets to be made available. For example, if an event requires a student and a parent to attend together, You would like the event sales to be closed, and the waiting list to become available, if there is 1 ticket remaining for sale instead of requiring the 0 remaining available tickets.
3. You want to prevent purchasers from having the option to put waitlist and non-waitlist tickets in a single order.
4. If You approve a waitlist order You want to give the purchaser 24 or 48 hours to complete the purchase.
5. If an order is not completed and paid for in the 30 minute window, You want the tickets to be removed from the cart and made available generally again.

SCOPE OF WORK

We will facilitate these requirements by configuring Pretix so that it does not automatically show the waiting list tickets when the last available regular ticket is placed in a customer's cart. Instead, the waiting list tickets will only become available when the last remaining regular ticket purchase is complete.

We will also add a new pull-down field visible within the Pretix administration console on each Pretix event. Sage Oak staff will use the new selector to specify the minimum number of tickets that should remain before the event is considered "sold out". The selector will indicate at what amount of remaining regular tickets should the waiting list tickets become available. The default value of "0" will indicate that all tickets must be sold before the waiting list becomes available. The value of "1" will indicate that if only one regular ticket remains available for sale, then the sale of that event will close and the waiting list will become available. The field will support any value from "0" to "10".

Because this workflow is novel and is not available within Pretix natively, we will deploy and configure a separate hosted system to monitor each event's ticket availability. When an event's regular tickets are sold out (the number of tickets is at or below the value of the new selector), or when the event sales window is closed, this outside system will use the Pretix API to hide the regular tickets and show the waiting list tickets. At the same time, the outside system will also adjust the "Payment Term" for the event from 30 minutes to 24 hours (when regular tickets are being sold, customers will be given 30 minutes to complete payment; when a waiting list ticket is released to a customer, they will be given 24 hours to complete payment).

It is important to note that this solution will cause all events to have a period in which no tickets are available to sell. When the last regular ticket is in a customer's cart, and before it is paid for, no tickets will be available for other customers to buy. Only after the final ticket is paid for will the waiting list tickets be made available for sale. No tickets can be purchased during the 30-minutes after the final ticket is placed in a customer's cart or the event release window has closed.

TIMING

This project will begin upon execution of this agreement and will be completed no later than four weeks after it begins.

TERMS AND CONDITIONS

We will assess a single project fee for our work so there is never a “meter running” and you can control expenses tightly. You can also contact us freely and without hesitation. This will ensure we have a smooth working relationship.

Within the objectives and parameters described above, We will commit as much time as necessary to fulfill the objectives and meet the timeframes. You and We may request additional time be spent on aspects of this project without any additional fees or charges except for travel expenses should travel be needed (but we don’t anticipate any travel will be needed).

PAYMENT TERMS:

Our fees are:

- \$7,250 One Time
- \$1,500 Per Year (starting in December, 2024)

The annual fees cover hosting, maintenance, monitoring, and maintenance of the additional hosted system that will use the Pretix API to show waiting list tickets when regular tickets are sold out.

Full Payment for **one-time fees** is due upon acceptance.

Payment for annual fees are due starting in December, 2024 to coincide with the annual fees for the Pretix system and support.

We will provide invoices to Sage Oak and accept payment by check, credit card, or bank transfer with Net 30 payment terms.

CANCELLATION AND TERM

This project is non-cancellable and agreed-upon payment terms are due as described. However, you may postpone or delay any part of the work progress without penalty for up to 1 year.

GUARANTEE

Our work is guaranteed. If we do not meet your objectives and cannot meet them after your notification and an attempt to correct the shortcoming, we will refund your full fee. You must provide notification within sixty days of execution of this agreement.

ACCEPTANCE

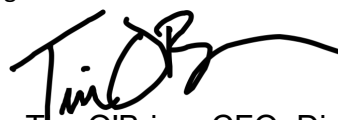
This proposal is accepted and forms an agreement between Sage Oak and R C Steward Corp.

For R C Steward Corp:



Travis Austin
President

For Sage Oak:



Tim O'Brien, CFO, Dir. of Business Services

06/12/2024



LICENSING AGREEMENT

This Agreement effective **July 1, 2024**, is made and entered into by **Sage Oak Charter Schools** as Licensee and Document Tracking Services (DTS) as Licensors each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$895**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.




The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: May 28, 2024

Licensee

By: _____

Date: Jun 7, 2024



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2024 School Accountability Report Card, English (Custom Template)
2. 2024 WASC Self-Study (WASC Template)
3. 2024 Local Control and Accountability Plan (CDE Template)
4. Others to be identified as needed.



OC AUDIO VISUAL SOLUTIONS

26741 Bridlewood Drive
Laguna Hills CA 92653

Phone #949 425 9493

E-mail MKaveh@OCAVS.com

Web Site OCAVS.com

Invoice

Terms:	Today's Date:	Invoice #
30 % Deposit	5/29/2024	1879
P.O. No:	Event's Date	Project
Via Email By Laura	8/19/2024	Training

Bill To:
Sage Oak Charter School Attn: Laura Rosenkranz Need your billing address here ?

Event's Address:
JW Marriott Anaheim 1775 S Clementine St, Anaheim, CA 92802

Item	Description	QTY	Rate	Amount
	August 19th and 20th 2024 and we can start Presetting on the 18th 320 Guest *** client will provide their own laptops*** Day 1 August 19th 2024 8:30-4:30 - Arbor EFG, set up for general session, same set-up as in March (although we will have more tables), and we would like to add stage lighting (day 1 only). General session Audio / Sound			
Podium Microphone	Shure MX418 - 18" Executive low profile Desk-Top Gooseneck Microphone	1.0	50.00	50.00T
Wireless Digital Mic...	Shure digital Wireless Microphone Kit - it comes with Handheld or Lavalier Microphone	2.0	125.00	250.00T
Shure Active Directi...	Shure UA874US Active Directional Antenna improved wireless signal reception for VHF and UHF wireless systems.	1.0	250.00	250.00T
Laptop Direct Box	Whirlwind PCDI - Professional Laptop Sound Interface ****One for Video Play back and one for back ground music and walk in ****	2.0	20.00	40.00T
8-Channel Digital M...	QSC TouchMix-8 Compact 8-Channel Digital Mixer with Touchscreen	1.0	100.00	100.00T
Large External Spea...	Package to include: (2) QSC K-12 speakers (2) Speaker Stands All necessary cables and connectors	2.0	250.00	500.00T
Center Fill Speakers	2 QSC K8 1000-watt Active Speaker	2.0	140.00	280.00T
A1	Professional Audio Engineer to operate equipment during event ****Video / Visual **** *** client will provide their own laptop***	1.0	600.00	600.00
7.11" X 14'.6" Fast F...	7.11 X 14'.6 Fast Fold Screen with Black Dress kit, with Front Or Rear screen	2.0	400.00	800.00T
10,000 Lumens Proj...	Panasonic PT-RZ970BU 10,000L WUXGA DLP Projector with Standard Lens	2.0	1,100.00	2,200.00T
Long Throw Lens P.	ET-DLE 350 1.8_2.2 Panasonic Long Throw lens	2.0	250.00	500.00T
Truss Tower	10' 12" x 12" Aluminum Truss with 30" x 30" Base	2.0	100.00	200.00T

I agree with all the terms and condition of the above equipment and services.

Date

Signature

Subtotal:**Sales Tax: (7.75%)****Payments/Credits****Balance Due:**



OC AUDIO VISUAL SOLUTIONS

26741 Bridlewood Drive
Laguna Hills CA 92653

Phone #949 425 9493

E-mail MKaveh@OCAVS.com

Web Site OCAVS.com

Invoice

Terms:	Today's Date:	Invoice #
30 % Deposit	5/29/2024	1879
P.O. No:	Event's Date	Project
Via Email By Laura	8/19/2024	Training

Bill To:
Sage Oak Charter School Attn: Laura Rosenkranz Need your billing address here ?

Event's Address:

JW Marriott Anaheim
1775 S Clementine St,
Anaheim, CA 92802

Item	Description	QTY	Rate	Amount
HDMI Distribution ...	HDMI Distribution Amplifiers With Long Fiber-Optic cables	1.0	200.00	200.00T
V1	Professional Video Technician to operate video switcher and assist with PowerPoint operation	1.0	600.00	600.00
Stage Lighting Packa...	Package Includes: (4) Source Four Ellipsoidal Lighting Fixtures (2) Light Trees (2) 6-Channel Tree Mount Dimmer (1) Control Board All Necessary Signal & Power Cables 5 Breakout rooms On August 19th 2024 2:30-3:45 - Breakout session spaces Arbor AB (combined) - screen, projector, mic Arbor C - screen, projector Arbor D - screen, projector Sycamore - screen, projector Willow - screen, projector	1.0	500.00	500.00T
5' X 9' Screen	5' X 9' or 6' X 10' FastFold Screen With 3300 or 4500 Lumens Panasonic Projector With Short Throw Lens	5.0	700.00	3,500.00T
Wireless Digital Mic...	Shure digital Wireless Microphone Kit - it comes with Handheld or Lavalier Microphone **** For Arbor AB ***	1.0	125.00	125.00T
Laptop Direct Box	Whirlwind PCDI - Professional Laptop Sound Interface **** For Arbor AB ***	1.0	20.00	20.00T
8-Channel Digital M...	QSC TouchMix-8 Compact 8-Channel Digital Mixer with Touchscreen **** For Arbor AB ***	1.0	100.00	100.00T
Small Sound Package	Small Sound Package Two QSC 8" Speakers with Two Speaker stands **** For Arbor AB ***	1.0	160.00	160.00T
A/V Technician	A professional Audio/Visual (A/V) technician will be responsible floating between each breakout rooms to make sure all the presenters have everything they need	3.0	450.00	1,350.00

I agree with all the terms and condition of the above equipment and services.

Date

Signature

Subtotal:**Sales Tax: (7.75%)****Payments/Credits****Balance Due:**



OC AUDIO VISUAL SOLUTIONS

26741 Bridlewood Drive
Laguna Hills CA 92653

Phone #949 425 9493

E-mail MKaveh@OCAVS.com

Web Site OCAVS.com

Invoice

Terms:	Today's Date:	Invoice #
30 % Deposit	5/29/2024	1879
P.O. No:	Event's Date	Project
Via Email By Laura	8/19/2024	Training

Bill To:
Sage Oak Charter School Attn: Laura Rosenkranz Need your billing address here ?

Event's Address:

JW Marriott Anaheim
1775 S Clementine St,
Anaheim, CA 92802

Item	Description	QTY	Rate	Amount
5' X 9' Screen	Day 2 August 20th 2024 8:00-12:45 Arbor E - screen, projector, mic Arbor FG - screen, projector, mic Arbor A - screen, projector Arbor B - screen, projector Arbor C - screen, projector Arbor D - screen, projector Sycamore - screen, projector Willow - screen, projector 5' X 9' or 6' X 10' FastFold Screen With 3300 or 4500 Lumens Panasonic Projector With Short Throw Lens	8.0	700.00	5,600.00T
Wireless Digital Mic...	Shure digital Wireless Microphone Kit - it comes with Handheld or Lavalier Microphone	2.0	100.00	200.00T
Laptop Direct Box	Whirlwind PCDI - Professional Laptop Sound Interface	2.0	20.00	40.00T
8-Channel Digital M...	QSC TouchMix-8 Compact 8-Channel Digital Mixer with Touchscreen	2.0	100.00	200.00T
Small Sound Package	Small Sound Package Two QSC 8" Speakers with Two Speaker stands *** Setup, Floater for the Breakout rooms and Strike Labor ***	2.0	160.00	320.00T
A/V Technician	A professional Audio/Visual (A/V) technician will be responsible floating between each breakout rooms to make sure all the presenters have everything they need	4.0	450.00	1,800.00
General AV tech	General AV Technician for Setup	6.0	400.00	2,400.00T
General AV tech	General AV Technician for Strike	4.0	400.00	1,600.00T
Shure Active Directi...	From The last event : Shure UA874US Active Directional Antenna improved wireless signal reception for VHF and UHF wireless systems.	1.0	150.00	150.00T
Wireless Digital Mic...	Shure digital Wireless Microphone Kit - it comes with Lavalier Microphone	1.0	125.00	125.00T
Perfect Cue System	Professional Presentation Cue Light/ Advancer	1.0	100.00	100.00T

I agree with all the terms and condition of the above equipment and services.

Date 6/11/2024

Signature Tim O'Brien, Director of Business Services, CFO

Page 3

Subtotal: \$24,860.00**Sales Tax: (7.75%)** \$1,589.53**Payments/Credits** \$0.00**Balance Due:** \$26,449.53



INDEPENDENT CONSULTING AGREEMENT

ICA- 007258

THIS INDEPENDENT CONSULTING AGREEMENT (the “Agreement”) dated April 23rd, 2024 by and between, Sage Oak Charter Schools, with offices located at 1473 Ford Street, Suite 105 Redlands, CA 92373 (“Company”), and CloudHesive, LLC, a Florida corporation with principal office located at 2419 East Commercial Blvd, Ste 300, Fort Lauderdale, FL 33308 (“Consultant”).

1. Description of Services. Consultant is and at all times shall act and perform as an independent contractor rendering professional services as set forth in Exhibit A attached hereto (the “Services”), which is incorporated in its entirety into this Agreement.

2. Performance of Services; Work Made for Hire. Consultant warrants that the Services shall be performed in a professional, workmanlike and diligent manner and in conformance with industry standards and the specifications set forth in Exhibit A attached hereto. Any and all work product, processes, formulas, techniques, innovations, discoveries, inventions, improvements and know-how related thereto developed, created or conceived of by Consultant in the performance of the Services (“Work Product”) shall be work made for hire and shall be the sole and exclusive property of Company. Consultant hereby assigns (and will in the future confirm such assignment), without further consideration, to Company all right, title and interest (including, without limitation, copyright, patent, trade secrecy and other intellectual property rights of any kind) in and to Work Product free of any claims or reserved rights of Consultant or any other person deriving any rights from Consultant. Consultant shall take any and all such actions as Company reasonably requests from time to time to effect, perfect and evidence Company's ownership of the Work Product, including, without limitation, execution of assignments, affidavits and other documents for the benefit of Company or its designees.

3. Payment.
 a. Company shall pay the Consultant a consulting fee as set forth in Exhibit A.
 b. Taxes. Consultant shall timely report, pay and be solely liable for all required taxes including federal and state income taxes, deductions and withholdings payable on all amounts remitted to Consultant under this Agreement. Consultant agrees to indemnify and hold harmless Company and each of its officers, directors, employees and representatives from any demands or liabilities in respect of any taxes or levies on amounts paid to Consultant under this Agreement.

4. Term. This Agreement is effective from the date of execution and will be for the term listed in Exhibit A. Changes in the priorities designated by the Company which cause delays in deliverables or changes to the schedule does not constitute a reason for a dispute or nonpayment of fees.

5. Confidentiality. Consultant agrees, at all times during the term of this Agreement and thereafter, to hold in confidence, and not to use, except for the benefit of the Company to the extent necessary to perform its obligations hereunder, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any of the Company’s Confidential Information (as defined below) that Consultant obtains, accesses or creates during the term of this Agreement, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of Consultant. “Confidential Information” means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, developments, inventions, laboratory notebooks, processes, formulas, techniques, lists of, or information relating to, suppliers and customers, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to Consultant by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

6. Relationship of the Parties. It is expressly understood and agreed that Consultant holds itself out as an independent contractor and is and shall be an independent contractor in the provision of the Services hereunder. Consultant is engaged in an independent business separate and apart from Company, although the consultant may use the Company's name and logo to list them as a customer on the consultant's web presence and marketing material. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, co-employment relationship or joint venture between the Consultant and Company. Consultant has the right to perform services for other businesses. Consultant has the right to control the manner and methods by which the Services are performed, and shall handle all details, timing and logistics of performance; provided that nothing herein limits Consultant's obligations to meet the requirements of this Agreement. It is understood and agreed that anything herein to the contrary notwithstanding, the Company expressly disclaims possession by it of any rights with respect to Consultant, except the rights conferred by law upon one who has made a contract with an independent contractor, and Consultant expressly disclaims possession of any rights with respect to the Company, except those to which an independent contractor is entitled by law. Consultant represents and warrants that it maintains its own business license and business location. Consultant will be solely responsible for obtaining and maintaining all applicable business licenses and for timely payment of all income, payroll, and employment-related taxes, including without limitation all FICA, unemployment, workers' compensation premiums, income tax withholding, and any other taxes of any nature whatsoever pertaining to Consultant. Consultant shall not be entitled to any employee benefits of Company whatsoever including but not limited to health care plans, group insurance, paid time off, sickness and accident payments, unemployment insurance, bonuses or other remuneration. In the event that Company is required to pay any assessments, compensation or benefits, including taxes, penalties, with respect to Consultant, Consultant shall reimburse Company within thirty (30) days of receipt of an invoice for reimbursement.

7. Liability. Consultant hereby assumes all personal risk incident to the performance of this Agreement and all liability for personal injury, including death, or damage to property, which may result from such performance, and Consultant agrees to indemnify, defend and hold the Company harmless from all costs, loss, damage, or judgments on account of or resulting from any such injury or damage.

8. Compliance with Laws and Regulations. In performance of this Agreement, Consultant agrees that all work shall be conducted in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body whether federal, state, or local.

9. Assignment. This Agreement may not be assigned or transferred by Consultant without the prior written consent of the Company.

10. Integration; Survival. This Agreement supersedes any prior or contemporaneous oral or written Agreements and may not be modified except by a writing signed by Company and Consultant. All provisions of this Agreement that can be reasonably construed to survive termination shall so survive, including but not limited to Sections 2, 3, 5-7, and 10-12.

11. Waiver. The failure of any party to require strict performance of any provision of this Agreement shall not in any manner affect the right of such party at a later time to enforce the same. No waiver of any nature, whether by conduct, course of dealing, or otherwise, in any one or more instances shall be deemed to be or construed as a continuing waiver of any such condition or breach or as a waiver of any other condition or of any other breach of any other term of this Agreement.

12. Disputes. The jurisdiction and enforcement of this Agreement shall be governed by the laws of the State of California. All disputes arising out of or in connection with this Agreement shall be subject to the jurisdiction and venue of state or federal courts in San Bernadino, California.

13. Non-Solicitation. Company and Consultant both covenant and agrees that during the term of this Agreement, Company and Consultant (and its personnel) will not, directly or indirectly, through an



existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising or any other basis, other than on behalf of the Company any employee or independent contractor employed by either party during the term of this agreement and for a period of one year after termination of this Agreement.

14. Notices. All notices or other communications required under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, by email or sent by mail, postage prepaid to:

Company: Sage Oak Charter Schools
1473 Ford Street, Suite 105
Redlands, CA 92373
Bradford Bookser
bbookser@sageoak.education
(888) 435-4445

Consultant: CloudHesive, LLC.
2419 East Commercial Blvd, Ste 300
Fort Lauderdale, FL 33308
Legal Team
legal@cloudhesive.com

15. Execution. This Agreement may be executed in counterparts, each of which together shall be deemed to be one original, even if the parties have not executed the same original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.

Sage Oak Charter Schools

DocuSigned by:
By: Tim O'Brien
7255EEED13D74BC...

Print Name: Tim O'Brien

Title: CFO, Dir. of Business Services

Date: 5/3/2024

CloudHesive, LLC.

DocuSigned by:
By: Jamie Marshall
6B22078F4C9345C...

Print Name: Jamie Marshall

Title: VP of Sales

Date: 5/6/2024



Exhibit A

1. Services:

Services will be performed during CLOUDHESIVE's regular business hours. Weekends and CLOUDHESIVE standard holidays will be observed and considered "non-working" days. Any Services performed on weekends, CLOUDHESIVE holidays, and/or during any other non-business hours shall be subject to pre-approval by CLOUDHESIVE.

Phase	Name/Description	Acceptance Criteria/Specifications
1	Discovery and Design	Architecture Review and Design <ul style="list-style-type: none"> General discussions and white board sessions with the Customer's identified business and technology stakeholders and subject matter experts (SMEs) to help understand certain compliance, business and technical requirements specifically around reporting to come out of the data lake Review of Customer's desired infrastructure design on Services, which may focus on areas of operations, networking, compute, storage, databases ,security, reliability, performance, and costs for Customer Services. Review of Customer's use of "AWS and Non-AWS" Services as it relates to the data lake in AWS. Non-AWS systems include: Clever, School Pathways, UKG, Canvas, OPS, IncidentIQ, Lending Library, and Stampi Review of Customer's existing AWS account structure and Landing Zone Review of Customer's goals and priorities for planned (future, migrated, or existing) environment. Design of data ingestion process for each of the systems above Design for data lake, ETL, data ingestion, and reporting for: <ul style="list-style-type: none"> Up to eight (8) third-party systems to ingest data Up to five (5) custom reports or dashboards using AWS native services Creation of a subsequent architectural design based on gathered infrastructure and integration requirements Review of Account-to-VPC network topology schema Review of proposed architecture and supporting analysis of architecture trade-offs, AWS, and operational cost estimation, around the following models: Review resource right sizing and benchmarking activities related to architecture selection.
2	Landing Zone Implementation	AWS Landing Zone (Control Tower) <ul style="list-style-type: none"> Implementation of agreed-to: <ul style="list-style-type: none"> CIDR IP Scheme Site-to-Site network topology Account-to-VPC network topology schema

		<ul style="list-style-type: none"> • Creation of purpose-built accounts in AWS, based on AWS Control Tower (aka Landing Zone) for the following purposes: <ul style="list-style-type: none"> ○ Networking (Transit Gateway) ○ Development (DevTest) ○ Audit (Security) ○ Logging (Security) ○ Production • Shared Services (Microsoft Active Directory Federation Services) Implementation of customer's existing Microsoft Active Directory Federation Services (and related services) into Shared Services AWS Account for Infrastructure authentication • Review AWS account authentication and authorization methods with Customer <p>AWS Baseline</p> <ul style="list-style-type: none"> • Implementation of AWS Control Tower baseline standards/defaults • Creation of a tagging standard and configuration of enforcement, alerting and reporting of per-resource adherence to tagging standards • Creation of a cross charge report that allows alerting (for budget variation) and reporting of AWS costs per-customer-stack • Creation of a cost optimization report that allows for identification of cost optimization opportunities <p>AWS Native Workload Deployment</p> <ul style="list-style-type: none"> • Provide best practice suggestions for AWS native services <p>Provide technical guidance on deployment of AWS native services</p>
3	Data Lake Implementation	<p>Data Lake Implementation</p> <ul style="list-style-type: none"> • Build out AWS services as agreed upon during Phase 1 – Discovery and Design to support the data lake in AWS. Services may include: <ul style="list-style-type: none"> ○ S3 ○ Glue ○ Redshift ○ Athena ○ Lambda ○ Lake Formation • Ingest data from up to eight (8) third party systems. The ability to ingest data from third party systems is dependent on the vendor allowing data to be exported and may not be available in all systems. Third party systems include: <ul style="list-style-type: none"> ○ Clever ○ School Pathways ○ UKG

		<ul style="list-style-type: none"> ○ Canvas ○ OPS ○ IncidentIQ ○ Lending Library ○ Stampli Test and validate AWS services and data ingestion process
4	Reporting	Report Creation <ul style="list-style-type: none"> ● Create up to five (5) custom reports or dashboards using AWS native services. Services may include: <ul style="list-style-type: none"> ○ Quicksight ○ Lambda ○ Simple Email Service ○ Eventbridge

2. Deliverables:

The following contains the agreed upon deliverables to be provided by Company for the project:

- Phase 1: Approved architectural design of Landing Zone, Data Lake and Reports
- Phase 2: AWS Landing Zone (Control Tower) Implementation
- Phase 3: Data Lake Implementation
- Phase 4: Creation of reports

3. Customer Responsibilities:

- Provide development resources for ingestion of data from third-party systems, including:
 - Clever
 - School Pathways
 - UKG
 - Canvas
 - OPS
 - IncidentIQ
 - Lending Library
 - Stampli

The list of application interfaces is an estimate, during Discovery Phase we will identify final list of application interfaces and make any needed adjustments to statement of work.

- Provide resources to assist with any networking or security integration for Landing Zone implementation.
- Provide access to any third-party software required to ingest data sources.



4. Duration of Services:

The Parties agree to the following duration of the Services:

Start Date	End Date
[05/07/2024]	[08/07/2024]

If the agreement signature date is beyond the estimated start date, the estimated start date shall automatically be extended to be the first business day following the day the last signature is affixed to this agreement. The estimated end date shall automatically be extended by the same number of days.

Reasonable effort shall be made to keep the schedule dates intact.

CloudHesive shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

Notwithstanding anything to the contrary contained in the Agreement, Company may terminate this ICA at any time for convenience by Company upon the provision of at least thirty (30) calendar days advance written notice to CloudHesive.

5. Contacts Information

The following personnel are designated as the Points of Contact between the parties in the performance of this Agreement:

Name	Title	Department	Email
Jamie Marshall	VP Sales	Sales	Jamie.marshall@cloudhesive.com

Name	Title	Department	Email
Renn Eriksson	Account Executive	Sales	Renn.eriksson@cloudhesive.com

Company's project representative, for purposes of revisions and other matters related to this Agreement, is:

Name	Title	Department	Email
Bradford Bookser	Director of IT	Information Technology	bbookser@sageoak.education

Communications regarding invoices shall be submitted electronically to the Company's Accounting Department, as follows:

Name	Title	Department	Email

6. General Conditions for the Service

6.1 Access At Company's sole discretion, during the performance of the Services and subject to the information security policies of Company, Company will allow access to Consultant's assigned personnel to Company systems and facilities necessary to provide the Service. This includes access to applications, databases, software and technical tools and work environments that enables Consultant to perform the Services. Consultant is responsible for providing their personnel with the equipment necessary to render the Services.

6.2 Methodology Consultant agrees to provide the Service with the highest degree of efficiency and quality. Consultant will perform any Service related activities in a timely, diligent and appropriate manner, complying with the highest industry standards. Company reserves the right to verify, at any time during the term of the Agreement, the levels of quality and efficiency in the provision of Services, and if Company considers that Consultant is not performing accordingly, Company will notify Consultant and Consultant shall remedy the noncompliance issues in a period no longer than 24 hours following such notice. Failure by Consultant to remedy any performance issues will be considered a breach of this Agreement and Company reserves the right to terminate the Agreement immediately and without liability.

6.3 Personnel assigned to perform the Services Consultant agrees to allocate the best qualified personnel, skilled enough to perform the Services under this Agreement. Any changes to the personnel assigned by Consultant must be notified to Company prior to such change taking effect and Consultant must ensure the level of quality of the Services.

7. Billing Schedule

All Services will be performed on a Time and Materials (“T&M”) basis and will be billed monthly based on the number of actual hours worked.

Fees will be billed on a Time and Materials basis and are estimated based on the following parameters:

Resource/Service	Estimated Hours	Hourly Rate	Total Fee
Engineering Hours	200	225.00	\$45,000.00
Architect Hours	40	235.00	\$9,400.00
Project Manager	80	185.00	\$14,800.00
Total (1) - Company			\$69,200.00
AWS Funding (subject to approval)			Amount
[AWS Funding]			TBDS
Total (2) - AWS			\$
Total (1) + (2) not to exceed:			TBD

Company and Consultant shall each bear sole responsibility for all taxes based on its own net income, employment taxes of its own employees, and for taxes on any property it owns or leases.

All Services and Deliverables work will be performed on a Time and Materials (“T&M”) basis and will be billed monthly based on the number of actual hours worked. Fees will be invoiced upon the execution of this agreement for the first month of services and will be payable thirty (30) days from the date of the invoice.

Usage fees for AWS Services will be charged to Company AWS account and directly billed to Company in AWS invoice.

Services are estimated on a time and materials basis, at the completion of discovery and design phase, CloudHesive will validate all estimates and provide any required changes thru the change control process.

8. **Total Capped Cost**

The amount invoiced, including taxes and any other associated cost under this Agreement shall not exceed the Total Capped Cost shown above. The Total Capped Cost represents the maximum amount that Consultant is allowed to invoice under this Agreement. Changes to the Total Capped Cost will only be allowed a pursuant to a Change Order approved by Company. Consultant will assess and monitor all costs incurred under this Agreement and will notify Company, in writing, with at least 30 calendar days in advance if Consultant anticipates reaching (or about to reach) 80% of the Total Capped Cost. In no event the Total Capped Cost will be invoiced without the appropriate notification under this paragraph.

Company will not reimburse Consultant for Services performed in excess of the Total Capped Cost and any other agreed cost under this Agreement. Any additional cost not included under this Agreement must be approved in advance by Company’s Project Manager, otherwise Company will not reimburse Consultant.

Company will not reimburse Consultant for Services performed prior to the Start Date or after the End Date without Company’s prior written approval.

9. **Hours Log**

Consultant will comply with the process defined by Company to track and register the time during which the Service is performed. Such information will be in a form of a monthly report and will be approved by Company’s Project Manager indicated in Exhibit A.

10. **Travel**



Any travel required to perform the Services shall be authorized by Company in writing prior to the date of the expected travel. The costs of any authorized travel shall be reimbursed by Company at the actual value of the expense incurred, with appropriate supporting documents and in accordance with Company's then current travel and expense policies, as they may be updated from time to time in Company's sole discretion. No other travel expense will be reimbursed unless it is specifically agreed by Company in advance.

11. Billing

The Services will be invoiced by Consultant and paid in U.S. Dollars by Company Company within 30 days of invoice date. Consultant will invoice based on the time specifically performed and in accordance with the hours reported by Consultant and approved by Company. All invoices will reference the Agreement number, Project Manager and include any financial code or PO provided by Company in accordance with the terms and conditions of the Agreement. Communications regarding invoices shall be submitted electronically to the Accounts Payable Department, as follows:

[Invoices to be processed in North America]: accounting@CloudHesive.com

Company will not be required to pay for Services that are not in compliance with the terms of this Agreement and rendered in accordance with the time and costs approved by Company.

EXHIBIT B: Change Order

CHANGE ORDER FORM

Customer Name:			
VENDOR :	CloudHesive, LLC		
NetSuite Project Number:			
Initiated By:		Email:	
Point of Contact:		Email:	
		Date Initiated:	

This Change Control Form incorporates by reference the terms of the SOW specified above and all Amendments thereto.

Effective Date:

Details:

Assumptions/Reason for Change:

<u>Resources / Work Description</u>	<u>Project – Description</u>	<u>Hours to Completion</u>

Fees:

Fees will be billed on a Time and Materials basis and are estimated based on the following parameters:

<u>Resources / Work Description</u>	<u>Tasks – Description</u>	<u>Rate</u>	<u>Hours / Host</u>	<u>Total Amount</u>
CO Total Estimate				

Acceptance:

Signed by the authorized representatives of the Parties for the changes made to the SOW.

Company Name: _____	Company Name: _____
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Printed Title: _____	Printed Title: _____

Upon acceptance, please email a signed copy to your representative main point of contact.



Quote 2646-1821

JW Marriott Anaheim
1775 S. Clementine
Anaheim, CA 92802
Tel: (714) 294-7800
Kellie Lopiccola

Sage Oak

Laura Rosenkranz
1473 Ford Street
Redlands, CA 92373
lrosenkranz@sageoak.education
Tel:

Sage Oak Charter School Staff Summit

Show Date(s): 08/18/2024 - 08/20/2024
Show Location: JW Marriott Anaheim
Conveyance Method: Pickup
Billing Method: Master
Currency: USD

Services	Ext. Price
HSIA Services	\$11,795.00
Operator Labor	\$494.50
Service Charge	\$2,212.11
Loss Damage Waiver	\$0.00
Subtotal	\$14,501.61
Sales Tax	\$171.44
Total Estimate	\$14,673.05

*Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.

Job#	Room Name	Job Dates
4661	All Meeting Spaces	08/20/2024 12:00AM - 08/20/2024 11:59PM
Post As	Internet	Billing Reference
Qty	Gross	Ext. Price
Equipment And Sales	\$1,045.00	\$1,045.00
1 Custom Wireless Network (SSID) w/ VLAN		\$1,045.00
Service Charge		\$188.10
Loss Damage Waiver		\$0.00

Job#	Room Name	Job Dates
4665	All Meeting Spaces	08/19/2024 12:00AM - 08/20/2024 11:59PM
Post As		Billing Reference
Qty	Gross	Ext. Price
Equipment And Sales	\$10,750.00	\$10,750.00
1 Daily Dedicated Bandwidth 20Mbps		\$10,750.00
1 Custom Configuration (continued)		\$0.00
Service Charge		\$1,935.00
Loss Damage Waiver		\$0.00

Job#	Room Name	Job Dates						
4846	All Meeting Spaces	08/18/2024 10:00AM - 08/20/2024 2:00PM						
Post As	Load In/Out	Billing Reference						
Qty		Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Labor								\$494.50
Sunday, August 18, 2024								
1	Hotel Liaison Fee	\$115.00	\$172.50	\$230.00	4.30			\$494.50
Service Charge								\$89.01
Loss Damage Waiver								\$0.00

<hr/>	
Subtotal For Event	\$14,501.61
Sales Tax	\$171.44
Total Estimate	\$14,673.05

***Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.**

ENCORE GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE.** This Quote will be valid until the earlier of (i) thirty (30) days from the date of the Quote or (ii) December 31 of the calendar year in which the Quote was issued, or (iii) any expiration date otherwise noted on the Quote (“Acceptance Period”). These General Terms and Conditions (“Terms”) govern the provision of equipment, labor, and services to be provided by Encore Group (USA) LLC (“Encore”) to the customer (“Customer”) for the event (“Event”) at the venue (“Venue”), each as specified in the Quote to which these Terms are attached and form an integral part of such Quote. In the event that this Quote is not accepted, signed and returned to Encore within the Acceptance Period, it will be void. All prices are subject to change without notice if this Quote is not executed during the Acceptance Period. Encore agrees to provide, and Customer agrees to pay for, the charges for equipment, labor, and services specified in the Quote. The Quote and these Terms may be collectively referred to as the “Agreement.”
2. **ESTIMATE.** Encore developed this Quote based upon information provided by the Customer. This Quote is only an estimate of equipment and services Encore will provide in connection with the Event. Therefore, any estimate provided to Customer in connection with the expected service hours, labor hours and/or number of days the Equipment is rented is solely an estimate. If the actual hours, actual quantities of Equipment rented hereunder or actual days the Equipment is rented is greater than the amount indicated in any proposal or quote, Customer will be charged for those overages at Encore’s standard rates, less any applicable discounts. In the case where Customer requests and Encore provides, equipment, services, or labor in connection with the Event that is in excess of what is specified in the Quote, the parties will execute updated/amended forms or change orders as needed to indicate approval of these additional terms. Customer will be charged and pay for all such additional equipment, services, or labor (including rental fees and freight) at Encore’s prevailing standard rates, whether or not any additional forms are executed. Unless otherwise itemized on the Quote, all pricing excludes sales tax, freight, shipping/handling, and electrical charges (if applicable to the Event), which will be charged to, and payable by, Customer upon final invoice. Sales tax-exempt entities must submit sales tax exemption certificates prior to the commencement of the Event. If Customer does not send tax exemption certificates to Encore prior to commencement of the Event, sales tax will be charged to, and payable by, the Customer, and will be included in the final invoice.
3. **LABOR RATES.** Hourly labor rates, minimum calls, overtime labor rates, daily labor rates, and per diems apply, and Encore bases them upon prevailing rates and practices at the Venue and of the Encore business division providing the equipment and services. Encore developed labor estimates based on information provided by the Customer. All labor calls are subject to a minimum charge period based on the Venue rules, Encore servicing division policies, and union rules, as they may apply. In the event that a labor resource works more hours than priced in the Quote, Encore will bill the Customer and Customer will pay the appropriate prevailing or premium rate for the additional hours worked.
4. **EVENT TECHNOLOGY SUPPORT.** If Event Technology Support (ETS) is listed on your Quote, then this Section 4 shall apply. ETS covers additional support elements for the Event including, but not limited to, daily gear preparation, equipment testing, and related consumable items necessary for the Event. ETS charges are not gratuities and are NOT paid in whole or in part to Encore (or other) employees in connection with the Event, and amounts comprising ETS are not otherwise shared with Encore (or other) employees.
5. **SERVICE CHARGES.** If Service Charges are listed on your Quote, then this Section 5 shall apply. The Venue or Encore may bill service charges in association with an Event. Service charges are NOT gratuities that are paid in whole or in part to Encore or other employees in connection with the Event.
6. **ADMINISTRATION FEES.** If Administration Fees are listed on your Quote, then this Section 6 shall apply. Administration Fees are billed in association with all Events and cover general, administrative and overhead expenses incurred in connection with the equipment and services provided by Encore and its operations. These fees are not gratuities and are not received by Encore employees.
7. **LOSS DAMAGE WAIVER (LDW).** If LDW is quoted in the Quote and is accepted by Customer, then Encore will waive charges for loss or damage to Encore-owned equipment provided that: (1) if any loss or damage occurs, Customer agrees it will be required to participate in any investigation by Encore, facility security, insurers, or other authorities; and (2) if Encore determines that the loss or damage was intentionally caused by Customer or its representatives, the LDW will not apply and Customer will be fully responsible for all such loss or damage.
8. **EQUIPMENT RATES.** This Section 8 does not apply to a fully virtual event. Unless otherwise noted, Encore bases all rates upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00 AM to 11:59 PM. Customer agrees to pay the rental fees described in the Quote for the stipulated period. Any equipment that is used or retained by Customer for a longer period will be subject to Encore's prevailing rates until Customer returns the equipment.
9. **EQUIPMENT HANDLING.** This Section 9 does not apply to a fully virtual event. Encore personnel must handle all equipment. Customer may not move, store, or service the equipment or any other party. Customer may not operate the equipment unless authorized in writing by Encore. Customer will incur additional charges if Customer violates this requirement. Customer permits Encore free access to the equipment at any time before, during, or after the Event for purposes of set/strike, maintenance, and routine checks. Encore retains all title and rights in and to the equipment and all related accessories.
10. **DAMAGE & SECURITY.** This Section 10 does not apply (a) to a fully virtual event, or (b) if Loss Damage Waiver (LDW) has been purchased. Customer agrees that, prior to the beginning of the event, it shall have the right to review and inspect the equipment with Encore personnel to confirm it is in good operating condition. Customer shall immediately notify Encore if any equipment is defective or not in good operating condition. Customer’s failure to review or inspect the equipment prior to the start of the event or notify Encore if the equipment is defective or not in good operating condition shall be deemed an acknowledgment that the equipment is in good operating condition. Customer will be responsible for all equipment that is damaged, lost, or stolen (whether by use, misuse, accident, or neglect), unless caused by Encore's negligence. In addition to amounts due to Encore in connection with the Quote, Customer agrees to pay Encore, upon demand, all amounts incurred by Encore on account of lost, damaged and stolen equipment, based upon repair costs for repairable equipment or full replacement cost for lost or irreparable equipment. In addition, Customer will be

responsible for rental fees while an Encore-authorized company repairs or replaces equipment as required. If Customer requires security or Encore deems security necessary during an event, Customer will be responsible for all costs in connection with the provision of security.

11. EQUIPMENT FAILURE. Encore maintains and services its equipment in accordance with the manufacturer's specifications and standard industry practice. However, Encore does not warrant or guarantee that the equipment or services Encore provides will be free of defect, malfunction, or operator error. If the equipment malfunctions or does not operate properly during the Event for any reason, Customer agrees to immediately notify an Encore representative. Encore will attempt to remedy the problem as soon as possible so that no problems interrupt the Event. Customer agrees and acknowledges that Encore assumes no responsibility or liability for any loss, cost, damage, or injury to persons or property in connection with the Event because of inoperable equipment or other service issues.

12. MASTER BILLED EVENTS. If the Venue requires Customer to establish, or if Customer elects to establish, a "Master Account" with the Venue, the Venue will be Encore's agent for payment, and Encore's charges will be included on Customer's Master Account billing. Upon conclusion of the Event, if Customer has established a Master Account, then Customer will make full and final payment to Encore through such Master Account with the Venue in accordance with the Venue's payment terms. Customer must notify Encore prior to the Event if Customer did not secure a Master Account with the Venue in order to confirm direct billing arrangements.

13. DIRECT BILLED EVENTS. (a) If the Customer will not be invoiced by the Venue through a Master Account with the Venue, Customer will be direct billed for all equipment rental, labor, or services provided by Encore, and must establish credit with Encore by completing a credit application at least 30 days prior to the first day of the Event or at signing of the Quote if that date is within 30 days of the Event start date. Based on the results of the credit application, Encore may require Customer to make a deposit payment of up to the full amount at least 30 days prior to the first day of the Event, or at signing of the Quote if such date is within 30 days of the first day of the Event. Encore will credit the deposit received to the final invoice for the Event. Encore requires Customer to make full and final payment to Encore within the terms determined by Encore from Customer's credit application. (b) If Customer fails to make payment by the specified payment date outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law. (c) Encore accepts credit cards (Visa, Master Card, American Express, or Discover) as payment for invoices in certain situations, such as COD orders and orders under \$50,000. For non-COD orders and orders over \$50,000, Customer will pay by ACH or by check as directed by Encore. There may be circumstances in which Customer may pay orders over \$50,000 via a credit card, but Encore must approve such payment arrangements in writing in advance. (d) Encore reserves the right to run a credit check on Customer before this Agreement is signed and at any time after the Agreement is signed, so long as this Agreement is in effect or Customer has outstanding funds due to Encore. Should Encore determine that Customer's credit history is such that Encore must modify the payment terms included above, Customer agrees to work with Encore reasonably and in good faith to update the payment terms. Customer specifically authorizes Encore to prepare and file without Customer's signature any Uniform Commercial Code ("UCC") financing statement amendments to Customer's existing UCC financing statements and any other filings or recordings in all jurisdictions where Encore determines necessary or desirable and authorizes Encore to describe the collateral in such filings in any manner as Encore determines appropriate.

14. EVENT CANCELLATION. If Customer cancels the Event or the provision of audiovisual equipment, labor, or services by Encore **30 days or more** before the first day of the Event, no cancellation charges will apply, except for any expenses actually incurred or services actually rendered by Encore, which will be payable by Customer. Cancellations received **29 to 15 days before** the first day of the Event will be subject to a cancellation charge equal to **50%** of the charges contained in the Quote. Cancellations received **14 to 3 days before** the first day of the Event will be subject to a cancellation charge of **75%** of the charges contained in the Quote. Cancellations received **less than 3 days (72 hours) before** the first day of the Event or the start of load-in, whichever is earlier, or after equipment has departed from its storage facility, will be subject to a cancellation charge equal to **100%** of the total charges set out in the Quote. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event or cancels the provision of audiovisual equipment, labor, or services by Encore, and that such charges are not a penalty. Cancellation fees, including fees to cover any incurred Encore costs, will be due immediately upon any such cancellation by Customer. **ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY ENCORE'S ONSITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF ANY CUSTOM SETS, GOBOS, OR OTHER CUSTOM MATERIALS HAVE BEEN ORDERED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO ENCORE REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY ENCORE OR ITS AFFILIATES IN SECURING OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% RESTOCKING FEE.**

15. CHANGES TO QUOTE. Customer may request changes to equipment, labor, or services specified in the Quote, and the cancellation charges in Section 14 will not apply if Customer signs a revised Quote within 24 hours of the first day of the Event and provided that the total charges in the revised Quote are not less than ninety percent (90%) of the charges in the original Quote. Encore will use commercially reasonable efforts to accommodate all such Customer requests but will not be liable to Customer for any failure to do so.

16. CONFIDENTIALITY. (a) Confidential Information" means any non-public, confidential, proprietary or privileged information or material used, supplied, made accessible or disclosed by or on behalf of a party or its affiliates or their respective employees, contractors or subcontractors to the other party, whether in written, visual, electronic or oral format, under and during the term of the Agreement including, without limitation, information of a technical, financial, legal, operational or business nature. Notwithstanding the foregoing, information shall not be considered Confidential Information if (i) public disclosure of the information has been expressly authorized in writing by the disclosing party, (ii) the information is or comes to be generally available within the public domain other than as a result of a breach of this Agreement, (iii) the information was, on or before the date of disclosure by the disclosing party, in the receiving party's possession as shown by its business records, (iv) the information was independently developed by the receiving party without the benefit of having received said Confidential Information, or (v) the information is received on a non-confidential basis from a third party who is not, to the knowledge of the receiving party, bound to or in breach of any confidentiality obligations with the disclosing party.

(b) Each party shall (i) keep confidential all Confidential Information and use the same degree of care as the party uses to protect its own Confidential Information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information of the other party, (ii) not disclose such Confidential Information to any third party, except as expressly authorized herein, without the prior written consent of the other party, (iii) restrict disclosure only to those persons who are on a need-to-know basis and only in relation to this Agreement, and (iv) not use the Confidential Information except for the purposes related to the Services and fulfilling its obligations or exercising its rights under this Agreement. Notwithstanding the foregoing, each party may produce the Confidential Information if required by law, or if requested by any judicial, administrative, governmental or regulatory process. In the event that any personal information is disclosed to either party under this Agreement, each party warrants, represents and covenants that it shall at all times comply with all applicable privacy legislation. Upon the disclosing party's request or promptly following expiration or termination of this Agreement, the receiving party shall cease use of, and immediately return to the disclosing party, or destroy,

the disclosing party's Confidential Information and all copies, reproductions or any parts thereof in any form whatsoever in the receiving party's possession or control, and certify that all such Confidential Information and all copies, reproductions or any parts thereof have been returned or destroyed. Notwithstanding the foregoing, the receiving party shall not be required to return or destroy the disclosing party's Confidential Information to the extent (v) required pursuant to legal, compliance, accounting, audit, or regulatory requirements, or document retention policies, or (vi) saved pursuant to disaster recovery or automated computer backup procedures where it would be impractical to delete or destroy such information; provided, however, that any such retained Confidential Information shall continue to be subject to the terms of this Section 16, which shall survive the termination or expiration of this Agreement for a period of two (2) years from the date of this Agreement.

17. INSURANCE. Customer and Encore shall each keep in place commercial general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, as well as workers' compensation insurance in accordance with applicable statutory requirements, each of which shall name the other party and its parents, subsidiaries as additional insured and shall be issued by an insurance company having an A.M. Best rating of A-VII or better. Each party shall deliver to the other valid insurance certificates evidencing the insurance policies set forth herein.

18. INDEMNIFICATION. Customer and Encore each hereby agree to indemnify, defend, and hold harmless the other for any and all third party claims, losses, costs (including reasonable attorneys' fees and costs), damages, or injury to property and persons (including death) as a result of the negligent or willful misconduct of, or the violation of any law, regulation, statute, or ordinance by, the indemnifying party and its respective employees, agents, representatives, and contractors. Customer also agrees to indemnify, defend, and hold harmless Encore against all claims for copyright, patent, or other intellectual property infringement including claims for licenses and royalties, as a result of Encore's use of any and all Customer-provided materials such as images, recordings, transmissions, videos, software, hardware, or any other form of intellectual property, etc., in connection with the Event.

19. LIMITATION OF LIABILITY. Under no circumstances will either party be liable to each other for any indirect, exemplary, reliance, special, or consequential damages (including, but not limited to, loss of revenues or profits, interest, use, or other consequential economic loss) howsoever caused, whether arising in contract, tort, or otherwise, and even if such damages are foreseeable to such party or such party has been advised of the possibility of such damages. EACH PARTY'S TOTAL LIABILITY IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS QUOTE AND THE EVENT ITSELF WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND (INCLUDING INDEMNIFICATION OBLIGATIONS) WILL BE LIMITED TO AND WILL NOT EXCEED AN AMOUNT THAT IS EQUIVALENT TO THE CHARGES TO BE PAID BY CUSTOMER IN RESPECT OF THE APPLICABLE EVENT.

20. COOPERATION IN INVESTIGATIONS. Encore and Customer each agree to promptly notify the other of any incidents, physical injuries, property damage, claims, demands, losses, causes of action, general damages, and expenses that may arise during Encore's performance of the services for Customer. Encore and Customer further agree to work together on the investigation of any such matters unless its own legal counsel, any law enforcement, or any other authority otherwise instructs either party.

21. INTELLECTUAL PROPERTY. Customer allows Encore to use the trademarks, trade names, service marks, and other intellectual property provided by Customer to Encore for the purposes of carrying out Encore's duties under this Quote and as otherwise requested by Customer. Customer is solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted or trademarked works (including without limitation, music, audio, or video recordings, art, etc.) that Customer may use or request to be used at the Event. By signing this Agreement, Customer agrees that it has full authority to use the trademarks, trade names, service marks, and other intellectual property given to Encore for use in connection with the Encore Services under this Agreement. Further, Customer permits Encore to include photos, renderings of set designs and other elements of Customer's event(s) as Encore may reasonably require in showing current or prospective customers examples of Encore's work.

22. NO OTHER WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE EQUIPMENT, LABOR, AND SERVICES ARE PROVIDED BY ENCORE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ENCORE DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

23. FORCE MAJEURE. The parties' performance under this Agreement is subject to governmental actions, applicable law, ordinances, or regulations; acts of God, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; third party failures; or any other emergency of comparable nature beyond the parties' control; in each instance making it impossible, illegal or impracticable to perform its obligations under this Agreement ("Force Majeure Event"). In the event of the occurrence of a Force Majeure Event, the parties agree that, if possible, the Event that is the subject of this Agreement will be rescheduled at the first available opportunity suitable for each party; if the parties are unable to reschedule, this Agreement may be terminated upon reasonable written notice without a cancellation charge as set forth herein, provided that in the event of any cancellation or postponement of the Event or termination of this Agreement due to a Force Majeure Event, Encore will return to Customer any and all prepayments and deposits made by Customer, less reimbursement for any work performed and expenses incurred by Encore up through the date of cancellation, postponement or termination (or Customer shall, within fourteen days of invoice, pay Encore for all such expenses incurred and work performed if no deposit or prepayment has been made). Notwithstanding anything in this Section 23, in the event that a Force Majeure Event occurs after load-in for the Event has started, then the cancellation fees in Section 14 shall apply.

24. INTERNET/NETWORK EQUIPMENT AND SERVICES. In the event this Agreement includes internet/network equipment and/or services, Customer understands and agrees as follows: (a) Every device connected to the internet/network must have a purchased IP address from Encore, whether or not the IP address is used; (b) No servers or routers are allowed including, but not limited to, NAT, DHCP and proxy servers; (c) Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (d) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer found to have violated this Agreement or usage equipment without any refunds for services that have been disconnected; (e) Specific service location is defined as the area in the booth/room or other area designated by the Customer. Service extended beyond rooms, air walls, doorways, walkways or 50' distance from the drop point will require an additional location and incur an additional fee; (f) Encore is not responsible for any cable and/or equipment provided by Customer or any third party; (g) The network may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This includes, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, or materials protected by trade secret or confidentiality obligations; (h) WIRELESS (802.11) DECLARATION. Wireless internet service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Encore cannot guarantee that interference will not occur. Encore does not recommend wireless service for mission critical services such as product presentations or demonstrations. For demonstrations or to present products and other mission critical activity

via the internet, Encore highly recommends Customer purchases hardwired services. If you are unsure which product best suits your needs, please contact Encore’s on-site representative. ALL WIRELESS ACCESS POINTS NOT AUTHORIZED BY ENCORE ARE PROHIBITED. Customer provided access points are prohibited for use within the Event facility without Encore’s prior approval. Wireless access points without adjustable power outputs are prohibited under all circumstances. If a Customer wishes to showcase its wireless products, it must contact Encore at least 14 days prior to the start of the Event so that Encore may attempt (with no guarantee) to engineer a cohesive operating network that limits or controls interference. Approvals may incur a site survey fee.

25. VIRTUAL/HYBRID MEETINGS AND SERVICES. In the event this Agreement includes virtual and/or hybrid meetings and related services, the Customer understands and agrees as follows: (a) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any Customer-, attendee-, presenter-, or third-party-provided equipment that, in Encore’s sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (b) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore’s equipment, platforms, applications, connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer or attendee found to have violated this Agreement or and usage restrictions without any refunds for services that have been disconnected; (c) Encore is not responsible for any Event interruptions or transmission failures due to (i) the operation or failure of any cable, equipment, or software/conferencing platform provided by Customer, a presenter, an attendee or any third party, or (ii) a power surge, interruption, or failure at the location of any attendee or presenter; (d) The virtual and/or hybrid meeting platforms, applications, and services may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This may include, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, trade secrets, or materials protected by trade secret or confidentiality obligations; (e) Internet speed and functionality at the Customer’s, presenter’s or attendee’s location can greatly impact the quality of the Event, and accordingly, Encore is not responsible for any Event interruptions or transmission failures due to internet speeds, latency, connections, or failures at the Customer’s remote location, or at the remote location of any presenter or attendee, or at any location where Encore does not manage the internet services.

26. CUSTOMER MATERIAL HANDLING. Unless this Agreement expressly includes or otherwise necessitates Encore’s handling of Customer’s materials in connection with the provision of services, Customer shall not ask Encore to handle or assist in handling Customer’s materials and Encore assumes no responsibility for loss, damage, theft or disappearance for any such materials. In the event Encore handles Customer’s materials as part of this Agreement, Encore’s maximum liability for loss or damage to such materials and Customer’s sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment, whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

27. GOVERNING LAW. This Agreement shall be governed and interpreted in accordance with the laws of the state where the Event is located, without regard to principles of conflicts of laws. If the Event is a virtual event (or a hybrid in-person/virtual event) and the majority of the Event attendees are located in two or more states, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts of laws.

28. MISCELLANEOUS. This Agreement (as may be subsequently amended or supplemented as mutually agreed) is the entire agreement between the parties and supersedes any prior agreements, amendments, purchase orders, written communications of any kind, or other terms previously entered into by the parties for the same services and may only be modified by written agreement signed between the parties. For the avoidance of doubt, handwritten changes to these Terms or any Quote are expressly rejected unless signed or initialed by both parties. The terms of any purchase order or other document issued by Customer will not bind Encore unless otherwise expressly agreed to by Encore in a signed writing. Customer acknowledges and agrees that if additional services are requested, the updated Quote may be subject to additional Event-specific terms or provisions. The parties agree that the Agreement and related documents may be digitally signed, scanned and transmitted, and such will be deemed for all purposes to be an executed original. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, is deemed to be an original, and all of which, taken together, are deemed to be one and the same document. In the event any provision of this Agreement is unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect and be construed as though such unenforceable or inoperative provisions had never been a part of this Agreement. All provisions of this Agreement related to indemnification, disclaimers and limitations on liability and all other obligations of the Parties that arise in connection with Encore’s provisions of Equipment and/or Services survive the termination of this Agreement.

**Revised 01.01.2024*

Prepared For: Sage Oak
Quote No: 2646-1821
Total Estimate: \$14,673.05

Printed On: 08/07/2024 04:40 PM
Prepared By: Kellie Lopiccola
Prepared For: Sage Oak Charter School (Laura Rosenkranz)

Signed Acceptance must be received prior to delivery of equipment to Customer/show site.

Customer:

DocuSigned by:

725EEEEED33D74BC...

Name: _____

Title: _____

Date: 2024-08-07

Signature as Acceptance of the Proposal and Terms

**Tabor Storage Solutions LLC**

121 W Lexington Drive Suite 630

Glendale, CA 91203

(818) 480-6556

acct@taborstorage.com

www.taborstorage.com

Proposal

ADDRESS

Sage Oak Charter Schpools -
Redlands, CA
421 Business Center Court
Redlands, CA 92373

SHIP TO

Sage Oak Charter Schpools -
Redlands, CA
421 Business Center Court
Redlands, CA 92373

PROPOSAL # 101555**DATE** 06/12/2024**EXPIRATION DATE** 06/17/2024**PROPOSAL #**

101555

SALES REP

JB

ACTIVITY	QTY	RATE	AMOUNT
Labor Non-union labor to install fire alarm relay from high volume low speed fan power box to the pre-installed fire alarm module within the building. All required materials are included in the price shown.	1	3,214.00	3,214.00

Note: Redlands fire department will have to be scheduled to complete the final connection to the fire alarm module.

- Estimated duration: 1 day
- Price assumes (1) trip of continuous, uninterrupted work, among free and clear area, during normal business hours,

M-F

NOT QUOTED:

Engineering, HPS, Special Inspections

Proposal expires 5 days from proposal date due to material price volatility.

TSS will not accept a penalty or fee for any orders delayed due to steel shortages or product manufacturer delays.

TOTAL**USD 3,214.00**

Accepted By

Accepted Date 6/20/2024

INSTALLATION TERMS & CONDITIONS

- 1) TSS to supply supervision, and all necessary hand tools to perform their work, with non-union labor based on an open-shop jobsite.
- 2) We cannot be responsible for any trade problems which might arise on site or any extra labor cost involved if we are forced to work union. Any extra labor cost related to this issue will be the responsibility of the client, owner, or end user, provided all additional costs must be agreed by the parties in advance and in writing.
- 3) TSS crew to work straight-time hours, day shift, Monday through Friday, 7:00 am to 3:30 pm
- 4) TSS to unload all materials off of the flat bed trailers or from the loading docks, in the building directly onto the floor of the work area. Paved ramp and ground level access into the building and work area to be available. (unless noted otherwise)
- 5) TSS to clean up all anchor-bolt dust and dispose of any debris created by its crew, in a customer supplied dumpster.
- 6) TSS to supply our own lift equipment, if and as required.
- 7) TSS price DOES NOT include wiping down of rack to remove dust, dirt, and any road film or diesel fuel smoke stains.
- 8) TSS price DOES NOT include any welding or field fabrication to repair product that may have been damaged in shipping (except as caused by TSS' negligence or willful misconduct). All damaged product will be replaced with new materials, or repaired on a time and materials basis, and charged to the appropriate source of the damage, provided any additional charges must be agreed in advance and in writing by the parties.
- 9) TSS price DOES NOT cover any costs incurred due to rebar interference in the floor, for the drilling of anchors: Any core drilling required would be done on a time and material basis (provided drilling and associated costs must be approved in advance and in writing by the parties prior to being undertaken).
- 10) TSS price does not include any floor repairs during the dismantling process (except as caused by TSS' negligence or willful misconduct).
- 11) TSS price includes labor to shim up at an average of 2 shims per frame of the total job
- 12) Customer to supply adequate lighting though out work area and electrical power within 150 feet of work area to run all of Contractor power tools.
- 13) Customer to supply loading dock access, with dock plates installed and usable, to allow up to a 53' trailer to back in fully, up to the loading dock area, where available, and when required. Or at a minimum, access into the site for this type of product using a reasonable method of transport into the building area.
- 14) Customer to supply adequate security to safe guard all Contractor tools and equipment after normal work hours both weekdays and weekends.
- 15) Customer to supply restroom facilities for duration of the installation.



- 16) Customer to provide a free and clear work area. Free of all other contractor's materials, equipment and debris.
- 17) TSS provide a dumpster to the TSS LLC crew for removal of all packaging and pallet debris from materials shipped in.
- 18) TSS will not be responsible for a permit not being approved due to items beyond its reasonable control, such as fire, building code, lighting, zoning or any other code compliant issues, not related to the structural review of our MHE products provided.
- 19) TSS will supply all anchors, hardware and all other materials not supplied by the manufacturer as an integral part of its product.
- 20) The installation bid is based on ambient temperatures during all installation phases unless stated otherwise.
- 21) TSS has quoted the installation price based on the bill of materials and information included in this proposal.

HATCH & CESARIO

ATTORNEYS-AT-LAW

June 25, 2024

Sent Via Email Only: (kwoodgrift@sageoak.education)

Krista Woodgrift, Chief Executive Officer
Sage Oak Charter Schools
1473 Ford St STE 105
Redlands, CA 92373

Re: 2024-2025 Legal Services Agreement

Dear Krista:

Attached for your consideration is Hatch & Cesario's legal services agreement for the 2024-2025 fiscal year.

If you approve of this agreement, please place your initials and signature on page 3 and provide me with a copy. Also attached is Hatch & Cesario's W-9 form with our tax identification number for your records.

Thank you for choosing Hatch & Cesario. We appreciate the opportunity to work with Sage Oak Charter Schools.

Sincerely,

HATCH & CESARIO, Attorneys-at-Law



Deborah R.G. Cesario

Enclosures: 2024-2025 Legal Services Agreement
Hatch & Cesario's W-9

10531 4S Commons Drive, Suite 583
San Diego, CA 92127
debbie@hatchcesariolaw-sd.com
(858) 943-4200 Office & Fax
www.hatchcesariolaw.com

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

July 1, 2024 – June 30, 2025

This Agreement is by and between Sage Oak Charter Schools (“Client”) and Hatch & Cesario, Attorneys-at-Law (“Attorney”).

Attorney’s Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters, including representation in administrative and judicial proceedings, as requested by Client, or as required by law. A separate agreement may be required for legal proceedings in state or federal court.

Attorney shall provide legal services as reasonably required to represent Client in such matters, take reasonable steps to keep Client informed of significant developments, and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation.

Hourly Rates

Client agrees to pay Attorney for services rendered based upon the following rate schedule:

Senior Partners/Senior Of-Counsel*	\$375.00
Partners/Of-Counsel	\$360.00
Senior Associate	\$330.00
Associate	\$315.00
Law Clerk	\$220.00
Senior Paralegal	\$220.00
Paralegal	\$210.00
Education Consultant	\$210.00

**With 25 years of experience or more and named partners.*

Attorney shall bill Client for legal services in one-tenth (.10) increments.

Costs, Expenses and Other Requirements Applicable to Client

Client agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of Client, including the following:

In-office Photocopying	\$0.25 per page
Outside Photocopying	Actual usage
Facsimile/Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

Costs, such as electronic legal research services, messenger, meals, and lodging shall be charged on an actual and necessary basis.

Payment for Services

Attorney shall send Client a statement for fees and costs incurred every calendar month. Such statements shall set forth the amount, rate, and description of services provided. Payment by Client against monthly billings is due upon receipt of statements and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions Code requires Attorney to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that Attorney does maintain such insurance coverage.

Legal Fees and Costs Covered by JPA or Insurance Policy

When the Client is named as a party in an administrative or court proceeding, the Client may have coverage under a joint powers authority ("JPA") memorandum of understanding or liability insurance policy for legal fees and related costs. We recommend that any new filings against Client be tendered to a representative of the JPA or your insurer as soon as you are served.

If you have coverage and wish to work with Attorney, it will agree to represent you at the rates set forth by this Agreement unless the Attorney and Client agree otherwise. Attorney will also agree to follow all litigation guidelines in effect and will not charge for expenses not otherwise authorized.

At times, a JPA or insurer may decline to pay for legal fees or expenses that are otherwise covered and acceptable under the applicable guidelines. Attorney will follow all established appeal procedures to negotiate any declined items with the JPA or insurer.

If, after the appeals process, the JPA or insurer continues to deny payment without a good faith basis, Attorney will require that Client pay those fees directly. Any fees chargeable to the Client will continue to be at the rates set forth by this Agreement unless the Attorney and Client agree otherwise.

Discharge of Services

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others, as Client shall direct.

Mediation

If a dispute arises out of or relating to any aspect of this Agreement between Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Client and Attorney agree to first try in good faith to settle the dispute in private by the use of mediation before initiating any arbitration, litigation, or any other dispute resolution procedure. The cost of such mediation shall be borne equally by the parties, unless otherwise stipulated in a settlement agreement between the parties. Either party may initiate mediation through service of a written demand in-person or by mail or, if agreed to by the parties in advance, by e-mail to the opposing party. The mediation session will occur at a time mutually agreed upon by the parties in consultation with a mutually selected mediator, though no later than 60 days after the date of service of the initial notice, unless otherwise agreed by the parties and mediator.

By initialing below, Client and Attorney confirm that they have read and understand the paragraph above, and voluntarily agree to mediation. By this Agreement, Attorney has advised Client of the right to have an independent lawyer of Client's choice to review this mediation provision, and this entire agreement, prior to initialing this provision or signing this Agreement.

KW

(Client Initial Here)

JRC

(Attorney Initial Here)

Term of Agreement

The term of this Agreement is effective July 1, 2024 through June 30, 2025, and may be modified in writing by mutual agreement of Client and Attorney. This Agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Sage Oak Charter Schools

Hatch & Cesario, Attorneys-at-Law

Krista Woodgrift

Krista Woodgrift
A Chief Executive Officer

July 3, 2024

Date

Deborah R.G. Cesario

Deborah R.G. Cesario
Senior Partner

June 25, 2024

Date

Google Workspace for Education

Education Plus & Education Standard

Student Enrollment Verification Letter

We would like to purchase Google Workspace for education plus & education standard, and our primary Google Workspace for Education Domain is _____.

This letter verifies the purchase of _____ licenses, which is equal to or greater than our current full-time student enrollment. We currently have _____ full time students enrolled.

Make a copy for yourself.

We understand that:

- This product is licensed on a per user basis, meaning that student and staff licenses will need to be assigned to individual users in the Google domain.
- Our institution will receive 1 free faculty license for every 4 paid student licenses.
- If the 1:4 ratio above doesn't meet our needs, additional licenses can be purchased to provide a buffer for changes in enrollment or for part-time students, alumni, or others.
- We may add student licenses at any time during the subscription term by purchasing more through our reseller.

Sincerely,

JW Marriott, Anaheim Resort
Sage Oak Charter School
M-QX70CMQ
Carolina Tallar



JW MARRIOTT
ANAHEIM RESORT

ADDENDUM

July 5, 2024

DESCRIPTION OF GROUP AND EVENT

This serves as an addendum to the Group Sales Agreement between JW Marriott, Anaheim Resort, located at 1775 S Clementine St, Anaheim, CA 92802 and Sage Oak Charter School. All other Group Sales Agreement items will remain unchanged with the exception of those included in this document.

ORGANIZATION: Sage Oak Charter School
CONTACT:
Name: Laura Rosenkranz
Street Address: 1473 Ford Street
City, State, Postal Code: Redlands, CA 92373-3913
Country/Region: USA
Phone Number: (714) 853-0380
E-mail Address: lrosenkranz@sageoak.education

SIGNATORY:
Name: Krista Woodgrift
Title: CEO, Superintendent of Schools
Street Address: 1473 Ford Street
City, State, Postal Code: Redlands, CA 92373-3913
Country/Region: USA

NAME OF EVENT: Sage Oak Charter School Staff Summit
REFERENCE #: M-QX70CMQ
OFFICIAL PROGRAM DATES: Monday, 08/19/2024 - Tuesday, 08/20/2024
TODAY'S DATE: Thursday, September 28, 2023

ORIGINAL

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing, **160 room nights** in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Run of House	Queen / Queen	Suite	Total Rooms
08/18/2024	Sun	8	0	2	10
08/19/2024	Mon	88	60	2	150
Total Room Nights	-	96	60	4	160

Start Date	End Date	Room Type	Single	Double
08/18/2024	08/19/2024	Run of House	\$195.00	\$195.00
08/19/2024	08/19/2024	Queen / Queen	\$199.00	\$199.00
08/18/2024	08/19/2024	Suite	\$195.00	\$195.00

REVISED

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing, **190 room nights** in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Run of House	Queen / Queen	Suite	Total Rooms
08/18/2024	Sun	8	0	2	10
08/19/2024	Mon	118	60	2	180
Total Room Nights	-	126	60	4	190

Start Date	End Date	Room Type	Single	Double
08/18/2024	08/19/2024	Run of House	\$195.00	\$195.00
08/18/2024	08/19/2024	(30) Additional Run of House	\$269.00	\$269.00
08/19/2024	08/19/2024	Queen / Queen	\$199.00	\$199.00

JW Marriott, Anaheim Resort
 Sage Oak Charter School
 M-QX70CMQ
 Carolina Tallar

08/18/2024	08/19/2024	Suite	\$195.00	\$195.00
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ACCEPTANCE

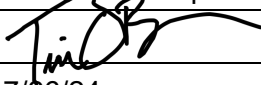
This addendum plus the original agreement and any attachments constitute an entire agreement between the parties. This addendum supersedes the corresponding clauses under the noted headings within the original agreement and any previous communications, written or oral. All other items in the original contract signed on **Monday, October 16th, 2023** shall remain the same.

No changes shall be made to this agreement unless they are in writing and signed by both parties. If any provision of this agreement is unenforceable under applicable law, the remaining provisions shall continue to be valid and enforceable.

The persons signing this addendum on behalf of Hotel and Group, respectively, each warrant that they are authorized to make the agreements set on behalf of Hotel and Group, respectively, and have the authority to bind Hotel and Sage Oak Charter School to this addendum to contract.

Both parties' signatures indicate that all arrangements as outlined above are agreeable and confirmed. If Sage Oak Charter School cannot make a commitment on or prior to **Friday, July 5th 2024**, or at the Hotel's option, this addendum will be null and void.

Approved and authorized by Sage Oak Charter School:

Name: (Print) Tim OBrien
 Title: (Print) CFO, Asst. Superintendent of Business Services
 Signature: 
 Date: 7/26/24

Approved and authorized by Hotel:

Name: Carolina Tallar
 Title: Assistant Director of Sales
 Signature: Carolina Tallar
 Date: 7/29/2024

Central Park
11200 Base Line Road
Rancho Cucamonga, CA 91701

PHONE:(909) 477-2782
FAX:(909) 477-2783

Permit # R21749
Status Approved
Date Jun 19, 2024 10:38 AM


Organization Name	Sage Oak School - 41	Organization Phone 1 Number	(909) 792-9505
Customer Type	Group 3		
Organization Address	1473 Ford Street Suite 105 Redlands, CA 92373		
Agent Name	Maribel Pena	Home Phone Number	(909) 496-3594
		Email Address	mpena@sageoak.education
System User	YFlores	Payer	Sage Oak School

Rental Fee	\$3,540.00
Service Fee	\$177.00
Discounts	\$0.00
Subtotal	\$3,717.00
Deposits	\$1,100.00
Deposit Discounts	\$0.00
Total Permit Fee	\$4,817.00
Total Payment	\$4,817.00
Refunds	\$0.00
Balance	\$0.00

MARCH SUMMIT 2025		11 resource(s)	11 booking(s)	Subtotal: \$4,640.00
Event Notes: Updated COI needed for 2025 - Current one expires 7/2024				
Booking Summary				
CP - Event Hall Large - RC Hall (Central Park Rentals)			Center: Central Park	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Wed, Mar 12, 2025 8:00 AM	Wed, Mar 12, 2025 3:00 PM	260	\$1,442.00	
CP - Event Hall Large - G3	\$206.00 / Hour x 7	\$1,442.00		
Resource level fees			\$1,010.00	
Rental - Deposit	\$500.00 / Each x 1	\$500.00		
CP - Application	\$35.00 / Each x 1	\$35.00		
CP - Staff - Recreation Leader II	\$25.00 / Each x 3	\$75.00		
CP - Staff - Recreation Leader II	\$25.00 / Each x 3	\$75.00		
CP - Staff - Recreation Leader II	\$25.00 / Each x 10	\$250.00		
CP - Staff - Recreation Leader II	\$25.00 / Each x 3	\$75.00		
CP - Large - Grizzly Gulch / Bear Flat (Central Park Rentals)			Center: Central Park	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX	
Wed, Mar 12, 2025 8:00 AM	Wed, Mar 12, 2025 3:00 PM	1	\$490.00	
CP - Large - G3	\$70.00 / Hour x 7	\$490.00		

Resource level fees			\$250.00	
Rental - Deposit	\$250.00 / Each x 1	\$250.00		
CP - Medium - Creative Corner (Central Park Rentals)			Center: Central Park	
START DATE/TIME	END DATE/TIME		ATTENDEE	AMT W/O TAX
Wed, Mar 12, 2025 8:00 AM	Wed, Mar 12, 2025 3:00 PM		1	\$434.00
CP - Medium - G3	\$62.00 / Hour x 7	\$434.00		
Resource level fees			\$250.00	
Rental - Deposit	\$250.00 / Each x 1	\$250.00		
CP - Small - Big Horn (Central Park Rentals)			Center: Central Park	
START DATE/TIME	END DATE/TIME		ATTENDEE	AMT W/O TAX
Wed, Mar 12, 2025 8:00 AM	Wed, Mar 12, 2025 3:00 PM		1	\$364.00
CP - Small - G3	\$52.00 / Hour x 7	\$364.00		
Resource level fees			\$100.00	
Rental - Deposit	\$100.00 / Each x 1	\$100.00		
Microphone (RCH) (Central Park Rentals)			Center: Central Park	
START DATE/TIME	END DATE/TIME		QTY	AMT W/O TAX
Wed, Mar 12, 2025 8:00 AM	Wed, Mar 12, 2025 3:00 PM		1	\$25.00
CP - Equipment - Microphone (wireless)	\$25.00 / Each x 1	\$25.00		
Podium w Microphone (Central Park Rentals)			Center: Central Park	
START DATE/TIME	END DATE/TIME		QTY	AMT W/O TAX
Wed, Mar 12, 2025 8:00 AM	Wed, Mar 12, 2025 3:00 PM		1	\$25.00
CP - Equipment - Podium with microphone	\$25.00 / Each x 1	\$25.00		
Portable Bluetooth Speaker w Wired Micro (Central Park Rentals)			Center: Central Park	
START DATE/TIME	END DATE/TIME		QTY	AMT W/O TAX
Wed, Mar 12, 2025 8:00 AM	Wed, Mar 12, 2025 3:00 PM		1	\$25.00
CP - Equipment - Portable Bluetooth	\$25.00 / Each x 1	\$25.00		
Projector (mounted) with Screen RCH (Central Park Rentals)			Center: Central Park	
START DATE/TIME	END DATE/TIME		QTY	AMT W/O TAX
Wed, Mar 12, 2025 8:00 AM	Wed, Mar 12, 2025 3:00 PM		1	\$75.00
CP - Equipment - Projector (Mounted)(Day)	\$75.00 / Each x 1	\$75.00		
TV#5 (65 inch) (Central Park Rentals)			Center: Central Park	
START DATE/TIME	END DATE/TIME		QTY	AMT W/O TAX
Wed, Mar 12, 2025 8:00 AM	Wed, Mar 12, 2025 3:00 PM		1	\$50.00
CP - Equipment - TV	\$50.00 / Each x 1	\$50.00		
TV#6 (65 inch) (Central Park Rentals)			Center: Central Park	
START DATE/TIME	END DATE/TIME		QTY	AMT W/O TAX
Wed, Mar 12, 2025 8:00 AM	Wed, Mar 12, 2025 3:00 PM		1	\$50.00
CP - Equipment - TV	\$50.00 / Each x 1	\$50.00		
TVRCH (75 inch) (Central Park Rentals)			Center: Central Park	
START DATE/TIME	END DATE/TIME		QTY	AMT W/O TAX
Wed, Mar 12, 2025 8:00 AM	Wed, Mar 12, 2025 3:00 PM		1	\$50.00
CP - Equipment - TV	\$50.00 / Each x 1	\$50.00		

Waivers and Information

WAIVER NAME	DUE DATE	FOR	SIGNING STATUS
Rental Waiver	Mar 12, 2025	Maribel Pena	Waiver Signed by: Maribel Pena on Jun 10, 2024
<p>I, the undersigned, on behalf of the above mentioned organization do hereby certify that I have read and agree to abide by the policies governing the uses of the requested facilities listed above as Facility Reservation Rules and Regulations. Except for the City's sole negligence or willful misconduct, Renter shall waive, release, defend, indemnify and hold harmless City from and against any and all claims which actually or allegedly arise out of or are related to Renter's use or occupancy of the Premises, or which actually or allegedly arise out of or are related to the conduct or Renter's business or which actually or allegedly arise out of or are related to any activity, work or things done or permitted by Renter, or its employees, contractors or agents, in or about the Premises and shall further indemnify and hold harmless City from and against all cost, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. City shall not be liable to Renter for any damage to Renter's property from any cause, and Renter waives all claims against City for damage to person or property arising for any reason.</p> <p>All request for use of space must be reviewed and approved by a member of the Event Services Team. Upon review, it may be determined that in order to be approved, an event may require additional fees including but not limited to staffing, insurance and security. Event Services also compares the tentative permit to the Facility Reservation for accuracy prior to approval. A client will receive an "Approved Permit" with all fees upon event approval."</p>			
COVID - 19 / 2024	Mar 12, 2025	Maribel Pena	Waiver Signed by: Maribel Pena on Jun 10, 2024
<p>COVID-19</p> <p>Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19.</p> <p>The novel coronavirus, COVID-19, had been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person to person.</p> <p>While COVID-19 can cause mild symptoms in some individuals, it can lead to severe illness and even death in others. Adults over age 65 and people of any age with serious underlying medical conditions including, but not limited to, HIV, asthma or other respiratory conditions, and pregnancy, may be at higher risk for more serious complications from COVID-19.</p> <p>The City of Rancho Cucamonga has put in place preventive measures to reduce the spread of COVID-19; however, the City cannot guarantee that you will not become infected with COVID-19. Participating, volunteering, providing contractor services, and interacting with City staff and members of the public could increase your risk of contracting COVID-19.</p> <p>By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk I and/or my child(ren) may be exposed to or infected by COVID-19 by participating in an activity with the City of Rancho Cucamonga or attending as a spectator and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in City programs may result from the actions, omission, or negligence of myself and others including, but not limited to, City employees, third-party contractors, volunteers, program participants and the general public.</p> <p>I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or my child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I and/or my child(ren) may experience or incur in connection with my and/or child(ren)'s participation in city programs. On my behalf, and/or on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the City, its employees, agents, and representatives, of and from Claims based on the actions, omissions, or negligence of the City, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City program.</p> <p>I agree to these terms under penalty of perjury.</p> <div style="text-align: right;">  <p>Signature</p> </div>			

Deposit


EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE

MARCH SUMMIT 2025	CP - Event Hall Large - RC Hall	Rental - Deposit	\$500.00	\$0.00	\$500.00	\$0.00	\$0.00
MARCH SUMMIT 2025	CP - Large - Grizzly Gulch / Bear Flat	Rental - Deposit	\$250.00	\$0.00	\$250.00	\$0.00	\$0.00
MARCH SUMMIT 2025	CP - Medium - Creative Corner	Rental - Deposit	\$250.00	\$0.00	\$250.00	\$0.00	\$0.00
MARCH SUMMIT 2025	CP - Small - Big Horn	Rental - Deposit	\$100.00	\$0.00	\$100.00	\$0.00	\$0.00

Payment and Refund

RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1085995.023	Jun 18, 2024	Rental - Deposit	MARCH SUMMIT 2025	CP - Small - Big Horn	\$100.00
1085995.023	Jun 18, 2024	CP - Small - G3	MARCH SUMMIT 2025	CP - Small - Big Horn	\$382.20
1085995.023	Jun 18, 2024	Rental - Deposit	MARCH SUMMIT 2025	CP - Medium - Creative Corner	\$250.00
1085995.023	Jun 18, 2024	CP - Medium - G3	MARCH SUMMIT 2025	CP - Medium - Creative Corner	\$455.70
1085995.023	Jun 18, 2024	Rental - Deposit	MARCH SUMMIT 2025	CP - Large - Grizzly Gulch / Bear Flat	\$250.00
1085995.023	Jun 18, 2024	CP - Large - G3	MARCH SUMMIT 2025	CP - Large - Grizzly Gulch / Bear Flat	\$514.50
1085995.023	Jun 18, 2024	Rental - Deposit	MARCH SUMMIT 2025	CP - Event Hall Large - RC Hall	\$500.00
1085995.023	Jun 18, 2024	CP - Application	MARCH SUMMIT 2025	CP - Event Hall Large - RC Hall	\$36.75
1085995.023	Jun 18, 2024	CP - Staff - Recreation Leader II	MARCH SUMMIT 2025	CP - Event Hall Large - RC Hall	\$498.75
1085995.023	Jun 18, 2024	CP - Event Hall Large - G3	MARCH SUMMIT 2025	CP - Event Hall Large - RC Hall	\$1,514.10
1085995.023	Jun 18, 2024	CP - Equipment - Projector (Mounted) (Day)	MARCH SUMMIT 2025	Projector (mounted) with Screen RCH	\$78.75
1085995.023	Jun 18, 2024	CP - Equipment - Podium with microphone	MARCH SUMMIT 2025	Podium w Microphone	\$26.25
1085995.023	Jun 18, 2024	CP - Equipment - Portable Bluetooth	MARCH SUMMIT 2025	Portable Bluetooth Speaker w Wired Micro	\$26.25

1085995.023	Jun 18, 2024	CP - Equipment - Microphone (wireless)	MARCH SUMMIT 2025	Microphone (RCH)	\$26.25
1085995.023	Jun 18, 2024	CP - Equipment - TV	MARCH SUMMIT 2025	TVRCH (75 inch)	\$52.50
1085995.023	Jun 18, 2024	CP - Equipment - TV	MARCH SUMMIT 2025	TV#5 (65 inch)	\$52.50
1085995.023	Jun 18, 2024	CP - Equipment - TV	MARCH SUMMIT 2025	TV#6 (65 inch)	\$52.50

x: 

Date: 6/19/24

Central Park

Mailing Address: 11200 Base Line Road, Rancho Cucamonga, CA 91701

Phone Number: (909) 477-2782

Fax Number: (909) 477-2783

X:



Date: 7/22/2024

Sage Oak School

Customer Type: Group 3

Customer ID: 160083

Mailing Address: 1473 Ford Street, Suite 105, Redlands, CA 92373

Organization Phone 1 Number: (909) 792-9505

Authorized Agent Name: Maribel Pena

Home Phone Number: (909) 496-3594

Email Address: mpena@sageoak.education



Hapara, a business unit of Cordance Operations LLC

QUOTE

Sage Oak Charter School

Attention To:

Jose Mendoza

1473 Ford St St 105

Redlands, CA 92373

United States

Issued by:

Jay McGowan

jay.mcgowan@hapara.com

Please make PO out to the following:

Cordance Operations LLC

16W Martin Street

Raleigh, NC 27601

United States

Quote Date

6/12/2024

Quote Number

00022606

Description	Quantity	Total Price
Recurring access to the Monitoring module which provides oversight into a student's online activity		
Order for Sage Oak Charter School	1,100.00	USD 6,600.00
Your subscription runs from July 1, 2024 to June 30, 2025.		
Total Price		USD 6,600.00

Due Date 7/1/2024

Thank you so much for letting us provide you with a quote for our services. The quote is valid for 60 days from the date of the quote ("Quote Date" above).

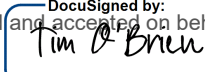
Please note that this quote does not include any applicable sales tax.

If you have any questions regarding pricing, please feel free to contact the sales representative who issued the email (the email is at the top of the quote).

Your purchase of our services is governed by and subject to the Terms of Service found by clicking [here](#).

Please email this Quote with your signature and your Purchase Order to your Hapara representative.

Agreed and accepted on behalf of the above-named customer:

By:  Authorized Signatory
725EEEE033D74BC...
Tim O'Brien

Name: _____

Date: 8/9/2024

Contact Details Please email Purchase Order to jay.mcgowan@hapara.com

COURTYARD

BY MARRIOTT

25419 Madison Avenue
Temecula, CA 92562
951-698-1300(p)

July 10, 2024

The following represents a Letter of Agreement between **Courtyard by Marriott Murrieta**, and **SPED Department Meeting**- which outlines specific conditions and services to be provided.

CONTRACT INFORMATION

Dates: August 6, 2024
Organization: SPED Department Meeting
Contact: Tim O'Brien
Telephone: 909.496.3594
Email: mpena@sageoak.education

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by **Sage Oak Charter School Meeting Room Rental** and the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Day	Date	Start Time	End Time	Function Type	Setup	Number of People	Room Rental
Tuesday	8.6.24	8:30am	3:30pm	Full Ballroom	Rounds	60 people	\$2000.00
Tuesday	8.6.24	8:30am	3:30pm	Audio/Visual			\$100.00
Tuesday	8.6.24	8:30am	3:30pm	Catering Cleanup			\$100.00
TOTAL:							\$2200.00

****Water will be provided.**

****If any outside Catering will be a charge of \$100.00 cleanup fee per day.**

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.75%) and service charge (currently 20%) in effect on the date(s) of the event

****Linen available upon request for additional fees**

METHOD OF ROOM GUARANTEE

A credit card is required as a guarantee to keep on file until full payment is received. A credit card authorization form will be sent to you once a signed contract is received.

CANCELLATION BY GROUP

Group agrees that it has no right to terminate this agreement for the sole purpose of changing its meeting site to another city or location. However, if Group cancels this agreement for reasons other than those specified in this agreement, Group shall pay a cancellation fee as follows:

From 179 days to 90 days	25% of all room revenue
From 89 days to 32 days	75% of all room revenue
From 31 days to 0 days	100% of all room revenue

Should cancellation take place by Group, any charges owed to the Hotel will be considered reasonable, and not as a penalty. These charges are subject to Hotel's duty to mitigate its damages by making a reasonable effort to resell the canceled rooms. Prior to the billing for the cancellation payment, Hotel must submit to Group a copy of Hotel's city ledger or daily report showing the rooms that were not resold and were available for sale. Hotel agrees that after receipt of this cancellation payment it will not seek additional damages.

If the above arrangements meet with your approval, please sign and return this Agreement by: July 17th, 2024 to hold all space on a definite basis.

ACCEPTANCE BY CLIENT

Tim O'Brien



Signature

7/16/2024

Date

ACCEPTANCE BY HOTEL

Jovanna Soto

Signature

Date



UPDATED March 11, 2024 AT 1 PM EST

IMPORTANT – READ CAREFULLY: THESE DIRECT CUSTOMER TERMS OF SERVICE, as they may be amended as hereinafter provided, form a binding legal agreement (these “**TOS**”) between Educational Broadband Service Agency LLC d/b/a Mobile Beacon (“**Mobile Beacon**”) and the entity listed in the signature fields below (hereinafter, the “**Customer**” or “you” or “your”). These TOS govern Customer’s access to and use of the wireless broadband service that Mobile Beacon makes available under these TOS (the “**Service**”). **THESE TOS ARE EFFECTIVE WHEN EXECUTED AS PROVIDED BELOW (“EFFECTIVE DATE”). THESE TOS APPEAR ON MOBILE BEACON’S WEBSITE AND MAY BE MODIFIED AT ANY TIME BY MOBILE BEACON BY POSTING A REVISION ON ITS WEBSITE, WHICH REVISION SHALL BECOME EFFECTIVE AND BINDING ON THE PARTIES HERETO ONE WEEK AFTER POSTING. See Section 11 below. IT IS CUSTOMER’S RESPONSIBILITY TO MONITOR THE WEBSITE FOR SUCH UPDATES TO THESE TOS.**

BY SIGNING BELOW, OR BY CUSTOMER’S ACCESS TO OR USE OF THE SERVICE, CUSTOMER AGREES TO BE BOUND BY THESE TOS, AND THE PERSON SIGNING BELOW ON BEHALF OF CUSTOMER CERTIFIES THAT THE PERSON SO EXECUTING THESE TOS HAS THE POWER AND AUTHORITY TO BIND CUSTOMER TO THESE TOS.

1) Scope of Agreement.

- a) **Subscriptions for Service.** Subject to Customer’s continued compliance with the terms and conditions of these TOS (including timely payment of applicable fees), Mobile Beacon will make the Service available to Customer for use by Customer’s Permitted Users (defined below) based on the number of subscriptions (each, a “**Subscription**”) either (i) purchased in an order placed with Mobile Beacon or (ii) provided to Customer through a donation made by Mobile Beacon (each an “**Order**”). ALL RIGHTS NOT EXPRESSLY GRANTED IN THESE TOS ARE RESERVED BY MOBILE BEACON. NEITHER CUSTOMER NOR ANY PERMITTED USER IS GRANTED ANY RIGHTS TO ANY FIRMWARE OR SOFTWARE UNDER THESE TOS.
- b) **Subscription Term.** The initial term of each Subscription shall be as set forth in the applicable Order and, subject to these TOS, Service availability and any applicable price adjustments then in effect. For all other Subscriptions, Mobile Beacon will attempt to contact Customer by email at the last email address provided to Mobile Beacon by Customer to (i) inform Customer when Customer’s Subscription Term is drawing to a close and (ii) provide Customer with a form to renew Service for an additional Subscription Term. If Mobile Beacon does not receive payment in full for any applicable additional Subscription Term, Mobile Beacon reserves the right to immediately suspend or terminate Customer’s use of the Service for the applicable Subscription(s). The initial Subscription Term and any subsequent renewal Subscription Term are each a “**Subscription Term**.”

- c) **Equipment.** Customer is responsible for ordering through Mobile Beacon the equipment needed for its Permitted Users' use of the Service ("**Equipment**"). Requirements for Equipment compatibility with Provider's network are set forth on www.t-mobile.com. MOBILE BEACON IS NOT RESPONSIBLE FOR ANY FAILURE OF THE EQUIPMENT TO FUNCTION PROPERLY WITH THE SERVICE. IN ADDITION, CUSTOMER IS RESPONSIBLE FOR ENSURING THAT ALL EQUIPMENT AND ANY ASSOCIATED COMPONENT THEREOF MEET THE MINIMUM TECHNICAL REQUIREMENTS POSTED ON PROVIDER'S WEBSITE. Equipment will be shipped activated and authenticated by the Provider. All Equipment is delivered Free On Board (F.O.B.) Destination unless otherwise agreed. Title to purchased Equipment will pass upon receipt of full payment. Customer is responsible for maintaining documentation of the serial number for all Equipment as this information is required to provide technical support services or to request a refund or replacement for defective Equipment as provided for in Section 1f. The serial number is located on the factory sticker of the box the Equipment came in, under the battery of the Equipment., or on the back cover of the device.
- d) **Permitted Users.**
- i) "**Permitted Users**" means only those individuals who at all times during a Subscription Term are
 - (1) users, recipients, or beneficiaries of Customer's educational, nonprofit, or social welfare programs or services, or (ii) employees, volunteers, or independent contractors of Customer, and who, in each case, (A) acknowledge to Customer that they have been (x) provided a copy of the then-current TOS or Permitted User Minimum Terms of Service available at www.mobilebeacon.org/legal, and (y) advised to monitor updates to these Permitted User Minimum Terms of Service on Mobile Beacon's website, and (B) are not in violation of these TOS or the Permitted User Minimum Terms of Service.
 - ii) **Termination of Permitted User Status.** Customer will notify Mobile Beacon immediately upon Customer becoming aware of any unauthorized use of a Permitted User's account, any suspected security breach, or any failure by a Permitted User to comply with these TOS. Once a person ceases to be a Permitted User for any reason, Customer shall take such action as is necessary to ensure that such individual no longer makes use of or accesses the Service and shall (i) attempt to reclaim possession of the Equipment from such person, and (ii) email service@mobilebeacon.org with (A) the serial number of any Equipment in the former Permitted User's possession (the serial number is located on the factory sticker under the battery of such Equipment, or on the back cover of the device) and (B) request Mobile Beacon to disable access to the Service by the Equipment until such time as Customer has reclaimed possession of the Equipment and requests that access to the Service be enabled.
 - iii) **Additional Obligations Regarding Permitted Users.** Customer will make the Service available to Permitted Users only pursuant to arrangements whereby Permitted Users are made aware of prohibited activity and their obligations under the Permitted User Minimum Terms of Service, including checking Mobile Beacon's website for any changes to these terms. Customer shall remind each Permitted User at least annually during the Subscription Term, of the conduct

expected of Permitted Users. Customer shall maintain documentation of the serial number of any Equipment in the possession of a Permitted User.

- e) **Limitations Resulting from Third-Party Provider.** Customer understands and agrees that the Service is provided by a third party, who may change from time to time (the “**Provider**”). As of the Effective Date, the Provider is T-Mobile USA. The state of the network migration and the identity of the Provider may change at any time. MOBILE BEACON, AS A DISTRIBUTOR OF THE SERVICE, DOES NOT ASSUME RESPONSIBILITY FOR THE AVAILABILITY OF THE SERVICE OR THE CONDUCT OF THE PROVIDER. For example, Mobile Beacon does not control or assume responsibility for congestion management, block or rate-control protocols or protocol ports, inhibit or favor any particular applications, impose user device rules or provide end-user security functionality. Customer further understands and agrees on its behalf and on behalf of its Permitted Users that the underlying technology and availability of the Service could change after the Effective Date in a manner causing changes or disruptions to the Service (“**Provider Service Change**”). ANY CHANGE TO OR DISRUPTION OF THE SERVICE IN CONNECTION WITH THE FOREGOING SHALL NOT CONSTITUTE A BREACH OF THESE TOS.

- f) **REFUND AND RETURN POLICIES.** Mobile Beacon provides a Limited Refund Policy for new Equipment ordered through Mobile Beacon. Mobile Beacon also provides a Defective Device Replacement Policy for certain Equipment. The current terms of these policies are located at the following website address: www.mobilebeacon.org/legal and their terms are incorporated in these TOS by reference, and like these TOS, the terms of these policies may be modified at any time by Mobile Beacon upon posting a revision to its website, which shall become binding on the Customer one week after such posting.

- g) **Additional Obligations of Grant Recipients.** The following terms apply only to Customers who are recipients of donations (each a “**Grant Recipient**”) through Mobile Beacon’s Connect for Success and Wi-Fly grant programs (each, a “**Grant Program**”):
 - i. In connection with the Grant Programs and for the purposes described in the Customer’s grant application to Mobile Beacon (“**Grant Purpose**”), during the initial Subscription Term, Customer agrees to complete the Mobile Beacon’s feedback and evaluation requirements, which include submitting a six-month and 12-month written report in the format provided by Mobile Beacon. If Customer fails to complete and provide these reports to Mobile Beacon at the appropriate times, Customer shall return all Equipment to Mobile Beacon at Customer’s expense within 30 days.
 - ii. In connection with the above written reports, and in compliance with Customer’s privacy policies and applicable privacy laws, Customer agrees to provide feedback, testimonials, stories and photographs of Permitted Users and/or Customer’s staff or program administrators to demonstrate how the Service and Equipment were used for the Grant Purpose during the initial Subscription Term. Customer is responsible for securing any required permission/release from individuals for any personally identifiable information prior to submitting to Mobile Beacon. For all such material provided to Mobile Beacon, Customer grants Mobile Beacon and its affiliates the right to edit, use, and reuse this content in future

publications, marketing materials, case studies, social media, or other public communications. Customer represents and warrants that any such materials provided to Mobile Beacon adhere to Customer's privacy policies as well as state and federal law regarding any personally identifiable information of Permitted Users or Customer's employees, and will hold Mobile Beacon and its officers, directors and affiliates, harmless for any claims resulting from a breach of any such privacy policies and applicable laws. For example, if Customer does not have permission to use a students' or parent/guardian's name, Customer may attribute the feedback generally (e.g. "student in Grade [X]" or "Parent").

- iii. Customer agrees to use the Service and Equipment for the Grant Purpose for a minimum of 20 hours per week so long as any applicable Subscription Term hereunder remains unexpired(the "Grant Period"). For Connect for Success grant recipients, this requirement only applies while school is in session. If the Service associated with any Subscription is not used for three consecutive months during (x) in the case of a Connect for Success Grant Recipient, the initial Subscription Term, and (y) for all other Customers, the Grant Period, the Customer is required at its own expense to return all Equipment (100% intact including the original boxes, all cords and plugs, batteries, body of the devices, and pamphlets) to Mobile Beacon. Customer shall be responsible for the cost of any Equipment not returned 100% intact and free of defects.
- iv. Customer also agrees to follow the communication plan provided by Mobile Beacon in communicating the Grant Program to its local media and community. Additionally, Customer agrees to cooperate with Mobile Beacon in publicizing the grant award and associated outcomes. Customer shall provide Mobile Beacon with the opportunity to review materials with our name and logo prior to publication. Such materials should be sent to grants@mobilebeacon.org and include details on where the information will be posted or distributed and when.
- v. Provided that Customer meets its obligations under subparts i, ii, and iii of this Section, Customer shall have no obligation to return any of the Equipment at the end of the Grant Period. Additionally, unless terminated in accordance with Section 6b, Customer has the right (but no obligation) to continue the Service at the end of the Grant Period by renewing some or all of the Subscriptions associated with Equipment at Mobile Beacon's then-current rate.

2) Pricing, Other Charges and Payment Terms.

- a) **Subscription and Equipment Pricing & Payment.** Pricing for Subscriptions (the "**Subscription Fee**") during the initial Subscription Term, and the pricing for any associated Equipment, will be as set forth in the applicable Order (which also will specify any applicable discount or no-charge items in the case of donations). Customer is responsible for payment of all invoiced amounts within the time specified on the invoice. Payments are not subject to set off or withholding.
- b) **Taxes, Fees & Other Charges.** Customer is responsible for any and all applicable taxes, duties, fees, surcharges, account set-up fees or other costs payable in connection with the Service and Equipment, (including Equipment shipping costs), except to the extent Customer can show with documentation satisfactory to Mobile Beacon that the transaction is lawfully exempt from such

taxes, fees, or other charges. Taxes, fees and other charges may vary from month to month. Mobile Beacon is not required to provide advance notice of any such taxes, fees or other charges, except as may be required by law. Customer agrees to pay any additional charges or fees, including interest and charges due to insufficient credit or insufficient funds or delay in payment or failure to collect any applicable tax or governmental charge.

3) **Publicity.**

- i. Customer may use or refer to the name, trademarks or logos of Mobile Beacon in any advertisement, publication or other media with Mobile Beacon's prior written consent.
- ii. Customer may not use or refer to the name, trademarks or logos of Provider or any of its affiliates in any advertisement, publication, other media or otherwise.

4) **Service Limitations & Restrictions.**

- a) **Availability.** The Service is not available in all locations and Permitted Users will only be able to access the Service when within the operating range of the Provider's network, which may change from time to time in the sole discretion of the Provider. The Service may be disrupted or unavailable from time to time due to maintenance, emergencies, inclement weather or other factors outside of Mobile Beacon's control. The Service and Equipment may not function in the event of a power failure or disruption, and Permitted Users may be required to reset or reconfigure their Equipment or other hardware in order to use the Service thereafter. Neither Mobile Beacon nor Provider assume any liability with regard to any failure or lack of performance of the Service for any reason whatsoever.
- b) **Service Quality and Maintenance.** The speed and bandwidth available to Equipment accessing the Service may vary for a variety of reasons. The Provider reserves the right to engage in reasonable network management to protect the overall integrity of the Provider's network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of network congestion. In addition, Provider will perform maintenance on the Service, which may include planned or unplanned interruptions of the Service. Customer acknowledges and agrees that neither Mobile Beacon nor any of the other Mobile Beacon Parties (as defined in Section 8b) will be responsible for any losses or damages suffered by Customer, or anyone accessing the Service through Customer, as a result of any Service interruptions. Customer acknowledges that the Service may not be available in all areas, and even within coverage areas Service availability, quality, signal strength and network speeds may vary, be lower than advertised or be insufficient for use of the Service. No credit or adjustment will be made for interruptions or degradations of the Service except as agreed by Mobile Beacon in its discretion or as required by applicable law.
- c) **Provider AUP, T&C.** Use of the Service is subject to the Provider's then-current (i) acceptable use policy (the "Provider AUP") and (ii) end user terms and conditions (the "Provider T&C"). The Provider AUP and Provider T&C (as they may change from time to time) are incorporated herein by reference. You can view its Provider AUP and Provider T&C at <https://www.t-mobile.com/responsibility/consumer-info/policies/terms-of-use>. These Provider AUPs and Provider T&Cs, as well as their locations on the Provider websites, are subject to change without

notice. The applicable Provider AUP and Provider T&C are effective as of the date provided for on the Provider websites, which may be different than the time changes to these TOS made on the Mobile Beacon website become effective.

- d) **Open Internet Rule Disclosures.** Customer represents that it has read and understands Mobile Beacon's Open Internet Transparency Rule Disclosures, as may be amended, which are available at mobilebeacon.org/legal and are incorporated herein by reference.
 - e) **Usage Limits.** THE SERVICE MAY BE SUBJECT TO USAGE LIMITS ESTABLISHED BY THE PROVIDER, WHICH ARE NOT CONTROLLED BY MOBILE BEACON AND ARE SUBJECT TO CHANGE. MOBILE BEACON MAY NOT RECEIVE ADVANCE NOTICE OF ANY SUCH CHANGES FROM THE PROVIDER AND IN SUCH CASES WILL NOT BE ABLE TO GIVE CUSTOMER ADVANCE NOTICE THEREOF.
 - f) **Customer and Permitted User Prohibitions/Suspension of Services.** Customer shall not permit any person who is not a current Permitted User to access the Service, nor shall Customer permit anyone to resell Subscriptions or the Service or Equipment, nor shall Customer grant any sublicense of any kind in respect of any aspect of the Service. CUSTOMER AND PERMITTED USERS SHALL NOT ATTEMPT TO REVERSE-ENGINEER, INTERFERE OR TAMPER WITH, OR OTHERWISE USE OR ABUSE THE SERVICE OR EQUIPMENT WITH THE INTENDED OR ACTUAL EFFECT OF VIOLATING THESE TOS OR ANY PERSON'S INTELLECTUAL PROPERTY RIGHTS. CUSTOMER AND ITS PERMITTED USERS ARE FURTHER PROHIBITED FROM ENGAGING IN ANY ACTIVITIES WITH REGARD TO THE SERVICE THAT WOULD VIOLATE THE PROVIDER TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENGAGING IN ANY FRAUDULENT, UNLAWFUL, HARASSING, OR ABUSIVE ACTIVITIES, USING THE SERVICE IN A MANNER THAT COULD DAMAGE ANY PROPERTY OF ANY OTHER PERSON, OR OTHERWISE INTERFERING WITH THE SERVICE, OR VIOLATING ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION OR RULE, OR THE RIGHTS OF ANY THIRD PARTY. **CUSTOMER'S SUBSCRIPTION(S) AND ITS PERMITTED USERS' ACCESS TO AND USE OF THE SERVICE ASSOCIATED WITH SUCH SUBSCRIPTION(S) ARE SUBJECT TO IMMEDIATE SUSPENSION OR TERMINATION WITHOUT NOTICE IF MOBILE BEACON, IN ITS SOLE DISCRETION, HAS A REASONABLE BASIS TO BELIEVE THAT CUSTOMER OR ITS PERMITTED USER HAS ENGAGED IN ANY PROHIBITED ACTIVITY.**
- 5) **Compliance with Laws.** Customer represents and warrants that it will comply with all applicable laws and regulations in connection with its performance under these TOS.

6) **Term and Termination.**

- a) **Term.** The term of these TOS will commence on the Effective Date and, unless sooner terminated as permitted herein, will continue in effect until all Subscriptions hereunder have expired or been terminated (the "**Term**"). The term of each individual Subscription is described in Section 1, above.
- b) **Termination of Subscription or Suspension of Service.**

- i. Mobile Beacon may suspend or terminate the Service, in whole or in part, with or without cause, at any time, including without limitation for violations of the Provider Terms and Conditions. If Mobile Beacon terminates a Subscription without cause more than one month prior to the expiration of a Subscription, Mobile Beacon will issue a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term.
- ii. Customer may terminate Service, in whole or in part, with or without cause at any time. Except as referenced in this Section 6bii), Customer shall not be entitled to any refund or credit from Mobile Beacon under these TOS in respect of such terminated Service except in the following cases:
 - A. Where Customer returns Equipment for a refund in accordance with Mobile Beacon's Limited Refund Policy located at www.mobilebeacon.org/legal.
 - B. Where Mobile Beacon terminates a Subscription without cause more than one month prior to the expiration of a Subscription, Mobile Beacon will issue a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term.
 - C. To the extent Customer has complied with the provisions thereof, a limited refund will be provided as set forth in Sections 10 (Service Modification and Discontinuation) and 11 (Change to Terms).
- c) **Effect of Termination.** Upon expiration or termination of a Subscription for any reason, all rights of access to and use of the Service under the Subscription shall automatically terminate and Customer will cause Permitted Users to immediately cease use of the Service.

7) Customer Representations and Warranties. Customer represents and warrants that:

- a. it is either (i) an accredited school, college or university or has been identified in writing by Mobile Beacon as an otherwise qualifying educational institution, or (ii) a nonprofit organization described in Section 501 of the Internal Revenue Code of 1986, as amended (the "Code"), or has been identified by Mobile Beacon in writing as an otherwise qualifying nonprofit organization, or (iii) is an academic or public library, housing authority, or has been identified by Mobile Beacon in writing as a qualifying social welfare organization,
- b. it (i) has received a recognition of exemption under Section 501(c) of the Code, (ii) is listed on <http://www.guidestar.org> for nonprofits <https://data.ims.gov> for libraries or (iii) has otherwise been identified by Mobile Beacon in writing as a qualifying organization,
- c. it will not permit anyone who is not a Permitted User to access the Service and will monitor its Permitted Users in compliance with these TOS,
- d. it has obtained such approvals as may be required to enter into these TOS and the executing individual has the authority to bind Customer to these TOS,
- e. all information provided to Mobile Beacon by or on behalf of Customer is and will continue to be accurate, complete, and current;

- f. it will not make or publish any representations, warranties or guarantees on behalf of Mobile Beacon or any of the other Mobile Beacon Parties or the Provider concerning the availability, performance, or functionality of the Service; and
- g. it will keep Mobile Beacon informed of any problems with the Service and the related resolution of such problems.

8) Limitation on Warranties; Disclaimer.

- a) **Limited Warranty.** To the extent Mobile Beacon has the power and authority to do so, Mobile Beacon will pass through to Customer any manufacturer's warranty for the Equipment.
- b) **Disclaimer of Warranties.** CUSTOMER ACKNOWLEDGES THAT NEITHER MOBILE BEACON, ITS RELATED ENTITIES, PARENT ORGANIZATION, OR ITS SUPPLIERS, INCLUDING WITHOUT LIMITATION NORTH AMERICAN CATHOLIC EDUCATIONAL PROGRAMMING FOUNDATION INC (COLLECTIVELY THE "**MOBILE BEACON PARTIES**") HAS MADE ANY WARRANTIES UNDER THESE TOS OR OTHERWISE, AND CUSTOMER HEREBY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED BY THE MOBILE BEACON PARTIES WITH REGARD TO THE SERVICE OR THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL USE OF THE SERVICE AND EQUIPMENT IS AT THE CUSTOMER'S OR PERMITTED USER'S OWN RISK. THE SERVICE AND EQUIPMENT ARE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS EXCEPT AS EXPRESSLY PROVIDED HEREIN.

9. Support Services. Except as expressly set forth in these TOS, Mobile Beacon shall have no obligations with respect to the Service. For questions about Customer's account, billing, or customer support, please contact Mobile Beacon by emailing service@mobilebeacon.org. Except for any basic troubleshooting or technical support that Mobile Beacon may provide, technical support requests will be routed to and are the responsibility of the Provider (collectively, the "**Support Services**"). Support Services are subject to Customer and its Permitted Users' use of the Service and Equipment in accordance with these TOS. Mobile Beacon or the Provider may need to access Equipment or related hardware or software in order to provide Support Services. Defective Equipment must be returned as provided under Mobile Beacon's Defective Device Replacement Policy available at www.mobilebeacon.org/legal. NO MOBILE BEACON PARTY IS RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY OTHER MOBILE BEACON PARTY OR THIRD PARTIES IN CONNECTION WITH SUPPORT SERVICES. Provider will only provide Support Services for Equipment purchased through Mobile Beacon, T-Mobile, or an authorized T-Mobile dealer.

10. Service Modification and Discontinuation. Mobile Beacon and the Provider reserve the right at any time to in any way modify, edit, suspend or discontinue the Service or the Support Services made available hereunder with or without notice, including without limitation by modification to the TOS as they appear on Mobile Beacon's website from time to time. In the event of Service discontinuation or of

Service changes causing a material adverse effect on the quality or availability of Service, the Customer may, as its sole and exclusive remedy arising out of this Section 10, terminate the affected Subscriptions and the sole and exclusive liability of Mobile Beacon and the Mobile Beacon Parties shall be to pay Customer a refund of Subscription Fees previously paid for full, unused months remaining on the then-current Subscription Term.

11. Changes to Terms. **THE TERMS OF THESE TOS MAY BE MODIFIED AT ANY TIME AND FROM TIME TO TIME BY MOBILE BEACON AS PROVIDED IN THE FIRST UNNUMBERED PARAGRAPH OF THESE TOS ENTITLED “IMPORTANT – READ CAREFULLY.”** Without limiting the generality of the foregoing, Mobile Beacon also reserves the right to make modifications to the terms of these TOS as may reasonably be needed to comply with applicable laws or to account for changes in Mobile Beacon’s business, course of dealing with the Provider, or other factors. The Provider also reserves the right to change or update the Provider AUP and Provider T&C at any time. Mobile Beacon or the Provider (as the case may be) will reflect such changes on the Mobile Beacon website or the website of the Provider, as indicated above, which the parties consider a reasonable means of notice of such changes to Customer. All such changes will be deemed effective as provided above. If such modifications are not agreeable to Customer or to Permitted Users, Customer may elect (as its sole and exclusive remedy) to terminate the affected Subscriptions and receive a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term.

12. Indemnification. Customer shall defend, indemnify and hold harmless Mobile Beacon and the other Mobile Beacon Parties from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) brought by third parties (including any Permitted User) resulting from or relating to: (a) any acts, omissions or breach of the representations and warranties in these TOS of or by Customer; or (b) any acts, omissions or breach of these TOS by Permitted Users or any other user receiving access to the Service through Customer.

13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE MOBILE BEACON PARTIES’ CUMULATIVE LIABILITY TO CUSTOMER AND TO ANY PERMITTED USER AND TO ANY THIRD PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TOS WILL BE LIMITED TO THE TOTAL SUBSCRIPTION FEES PAID BY CUSTOMER TO MOBILE BEACON IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE FIRST CLAIM AROSE. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE MOBILE BEACON PARTIES WILL HAVE NO LIABILITY WITH REGARD TO ANY DEFECT OR FAILURE OF THE SERVICE, EQUIPMENT, OR SUPPORT SERVICES, ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF CUSTOMER’S OR ANY PERMITTED USER’S DATA, ANY COST OF OBTAINING SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. FURTHER, IN NO EVENT WILL THE MOBILE BEACON PARTIES BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR THE EQUIPMENT, UNDER ANY THEORY, WHETHER CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Assignment. Customer’s rights under these TOS may not be transferred, leased, assigned, or

sublicensed, including without limitation to any successor in interest, without the prior written consent of Mobile Beacon. Any purported attempt to transfer, lease, assign or sublicense Customer's rights without the consent of Mobile Beacon will be void, and Mobile Beacon may immediately terminate these TOS without liability. Notwithstanding the foregoing, all provisions of these TOS shall be binding upon Customer successors and permitted assigns.

- 15. Governing Law & Venue.** Any question, controversy or dispute arising out of or related to these TOS (a "**Dispute**") shall be governed by and interpreted in accordance with the laws of the State of Rhode Island, without regard to its choice of law provisions. Any actions or proceedings arising out of or relating to these TOS shall be brought in a state or federal court sitting in Rhode Island and the parties irrevocably submit to the exclusive jurisdiction of such courts in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of such action or proceeding. To the extent permitted by applicable law, the parties hereby expressly waive the right to a trial by jury.

16) Content and Security.

- a. Customer acknowledges that the internet and wireless communications are not inherently secure means of data communication, and agrees that the Mobile Beacon Parties shall have no liability for breaches of security beyond their reasonable control, including, without limitation, Customer's negligence with respect to controlling access to the Service or Customer's data. It is the sole responsibility of Customer to obtain and implement appropriate security devices, software, and other measures (including without limitation firewalls) to protect Customer's systems and data from theft, viruses, worms, Trojan horses, or other security threats, and the Mobile Beacon Parties have no responsibility or liability with regard thereto.
- b. Any material downloaded or otherwise obtained through use of the Service is accessed at Customer's and Permitted Users' own discretion and risk. The Mobile Beacon Parties do not control and are not responsible for any third-party websites, tools, content, services or products that Customer or a Permitted User may access or encounter during use of the Service, including without limitation the Provider's content filtering tool. Customer may request that Mobile Beacon enable the Provider's content-filtering tool for specified Equipment to block sites or content determined inappropriate in accordance with the Children's Internet Protection Act (CIPA). The Provider's content filtering tool is not guaranteed to be 100% accurate and can only filter web

pages accessed via the Provider's network (it does not filter emails, SMS, MMS, applications or anything else which is not accessed through a web browser). The Provider's content filtering tool does not work if the Equipment is roaming or using WiFi. Customer agrees the Mobile Beacon Parties have no responsibility or liability with regard thereto.

- c. The Provider's network management practices may entail the inspection and storage of network traffic, the provision of network traffic to third parties and/or the use of network traffic for non-network management purposes. For further information, please refer to the Provider Terms and Conditions, which form a part of these TOS. The Mobile Beacon Parties and the Provider also have the right to take actions either of them deem reasonably necessary to protect any individual or entity, comply with applicable laws, regulations, or government requests, or to enforce the terms of these TOS.

17. Notices. Except where notice is not required to be given by Mobile Beacon or may be given by changes reflected on the Mobile Beacon website as provided above, including in Section 11, all notices, required or permitted under these TOS (each a "Notice") shall be delivered in writing by courier, overnight delivery, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at its address set forth in the Order in the case of the Customer and in the case of Mobile Beacon and the Mobile Beacon Parties, on its website identified above, or Notice may be given by confirmed electronic delivery by email at the address set forth on the Order in the case of the Customer or at the email address set forth of Mobile Beacon's website in the case of Mobile Beacon. Either party may change to the notice address by Notice to the other party.

18. General. None of the Mobile Beacon Parties or Provider shall be responsible or liable in any manner under these TOS for any failure of the Service or Mobile Beacon's performance of these TOS to the extent that such failure is due to acts of God, failure of suppliers or other causes beyond its control or by reason of a change in the Service. If any part of these TOS is found invalid (including without limitation any conflict with any applicable law or regulation) such invalidity will not affect the remaining portions of these TOS, and the parties will substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. These TOS, together with such modifications as may be adopted pursuant to Section 11 constitute the complete agreement between Customer and Mobile Beacon with respect to the subject matter hereof and supersedes all proposals (oral or written), all previous negotiations, and all other communications, including without limitation communications on the website of any Mobile Beacon, except as set forth above.

Organization Name: SAGE OAK CHARTER SCHOOL

Signature: 

Printed Name: Tim O'Brien

Date: Jul 22, 2024

Email: tobrien@sageoak.education



FACILITY USE REQUEST AND AGREEMENT FORM

Date Submitted: 7.10.24Date(s) Needed: 8.5.24Time Needed: From 8am to 2:30pmExpected Attendance: 80Group or Organization Requesting Facility: Sage Oaks Charter School☐ 501c(3)☐ For-Profit☐ Non-Profit☐ Other (please explain)

Please describe the nature and purpose of your Group or Event: _____

NEW TEACHER ORIENTATION

Does the group have insurance?

☒ Yes☐ No

If yes, please provide Certificate of Insurance with Centerpoint Ministries as "named additional insured".

Specific Facility Area(s) Needed (Please specify room name(s) if applicable):

☐ Worship Center (Venue 1)☐ CP Admin: _____☒ Middle School Room (Venue 2)☐ CP Kids Room(s): _____☐ High School Room (Venue 3)☒ Outdoor Area: Cafe Patio☐ WC (Venue 1) Kitchen☐ Chapel: _____☐ CP Kids Kitchen☐ Parking Lot

Other Needs (Please provide explanation where applicable):

☐ Production Support☒ Round Tables: 10 rounds☐ Livestream☒ Rectangular Tables: 4 rect.☐ Recorded☐ Chairs: _____☐ Podium☐ Umbrellas: _____☐ Easel

Additional items needed: _____

Program Elements: _____

I have read the Centerpoint Church Facilities Use Policy and agree that the group I represent will abide by its provisions. We acknowledge that CENTERPOINT CHURCH does not provide set-up or clean-up services, and we understand our responsibility to leave the facility as we find it or as directed by the CENTERPOINT CHURCH staff.

We understand this may involve vacuuming, cleaning surfaces, taking trash to the dumpster, moving furniture, etc., and we agree to complete these as needed. We acknowledge that failure to clean up and return the facility to its original condition may result in additional costs that will be invoiced to us. We also assume full financial responsibility for any facility damage that occurs during the event.

We hereby acknowledge that CENTERPOINT CHURCH does not claim that the property is safe or suitable for the purposes for which it is permitted to be used under the terms of this agreement. We, as the user group, for ourselves and on behalf of all of our members, guests or participants who will be using the property, acknowledge that CENTERPOINT CHURCH is providing the property, facility and equipment on an "as is" basis.

We, as users of the facility requested, assume full responsibility for the safety, security, and supervision of the property, and all activities occurring thereon, during its use under the terms of this agreement. We understand that staffing for these activities is our responsibility, not the responsibility of CENTERPOINT CHURCH. In consideration of the facility use authorized by this agreement, we the users shall not claim any damages from CENTERPOINT CHURCH in connection with, or on account of, any injuries or damages arising in or on the property while being used by our group, its members, guests, or participants. We further agree to indemnify and hold blameless CENTERPOINT CHURCH and its staff, agents, and members from any and all costs, loss, fees, liability, claims, or damages arising out of, or in connection with, the use of CENTERPOINT CHURCH facility or property. By my signature, I certify that I am authorized to bind the group I represent.

Printed Name of Person Responsible: Sage Oak Charter Schools, Tim OBrienSignature: Date: 7/22/2024Address: 1473 Ford St, STE 105, Redlands, CA 921374Email: tobrien@sageoak.educationPhone: 888.435.4445

CHURCH OFFICE USE ONLY

Deposit Paid – Amount: _____ / Check #: _____ Balance Amount: \$ 1,075

Balance Paid – Amount: _____ / Check #: _____

Security Deposit Paid – Amount: _____ / Check #: _____

Key(s)/Code Assigned to: _____ Key #(s): _____

Key(s) Returned by: _____ Date: _____

CENTERPOINT CHURCH Representative Signature: 

Approved By: _____

Carrier Agreement



This Carrier Agreement ("Agreement") is made and entered into by and between Prospect - Sage Oak Charter School ("Customer") and United Parcel Service Inc., an Ohio corporation ("UPS").

Pricing. UPS will provide the pickup and delivery services ("Services") as set forth below subject to the terms of this Agreement. These Services will be provided with the incentives ("Incentives") as also set forth below. These Incentives shall only be available to the locations and account numbers approved and identified in **Addendum A**. Account numbers of Customer and its Affiliates may be added or deleted only by mutual written agreement of Customer and UPS and require seven (7) business days' notice to UPS to become effective. For purposes of this Agreement, "Affiliate" with respect to Customer means a current or future corporation, partnership, or other entity controlling, controlled by, or under common control with Customer, but only for so long as such control continues to exist. "Control" means ownership, directly or indirectly, of at least fifty percent (50%) of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights). Customer is prohibited from reselling or offering Incentives to any other party without the prior written consent of UPS and failure to comply with this prohibition may result in immediate termination of this Agreement.

Customer acknowledges and agrees that the Incentives and the minimum rates in Addendum B are based on and derived from the most recently published Daily Rates available at www.ups.com and are subject to change based on changes to such list rates. Each eligible package (or shipment) will receive its applicable Incentive for the Term of this Agreement, unless otherwise specified.

Payment Terms. Customer agrees to pay for all shipments in full within the time period required by UPS.

Service. All Services provided by UPS shall be pursuant to the UPS Rate and Service Guide and UPS Tariff/Terms and Conditions of Service in effect at the time of shipping (collectively, the "Tariff"), each of which are incorporated herein by reference and which may be subject to change without prior notice and which, together with this Agreement, are the entire agreement and understanding between Customer and UPS relating to the relationship under this Agreement, superseding all prior or contemporaneous agreements or understandings.

Except as otherwise set forth in this Agreement, the term "Transportation Charges" means the applicable published rates set forth in the Tariff and does not include charges for Value-Added Services (as defined in the Tariff), Other Charges (as defined in the Tariff) or other fees, accessorial charges, additional charges, or surcharges set forth in the Tariff that may apply to a Customer shipment (collectively, "Additional Charges"). "Net Transportation Charges", where applicable, means Transportation Charges after application of Incentives.

UPS SurePost® Service is provided pursuant to the UPS SurePost® Terms and Conditions and the applicable UPS SurePost® rates, located at www.ups.com/content/us/en/preferred/lws_index.html, which are also incorporated herein by this reference.

Confidentiality. Customer and UPS agree to maintain the confidentiality of this Agreement including its rates, terms and Incentives as well as any discussions during the Term concerning the meaning or application of such terms or any changes to them or concerning a renewal of this Agreement or the negotiation of a new agreement including any new proposals provided by UPS to Customer ("Confidential Information") unless disclosure is required by law. Neither party shall post or publicly display Confidential Information or share with any third party without written consent of the other party.

Offer Expiration and Prior Agreements. This offer is void if not accepted by August 17, 2024. Customer may accept Agreement by providing a duly signed copy to UPS by the Deadline. This Agreement supersedes all other agreements between the Customer and UPS regarding these Services. This Agreement is hereby signed and executed by authorized representatives of both parties.

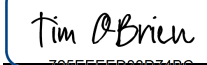
Term. This Agreement shall take effect on the Monday following the signing of this Agreement or the Effective Date, whichever is later and continue until terminated by either party ("Term"). Either party may terminate this Agreement at any time upon 30 days prior written notice to the other.

In addition to these termination rights, UPS shall have the right to terminate UPS SurePost® Service Incentive Program set forth herein immediately (i) if Customer fails to comply with any term of the UPS SurePost®, or (ii) if the US Postal Service eliminates or changes the terms under which it provides the Lightweight Parcel Select Service for packages tendered pursuant to UPS SurePost®.

UPS
United Parcel Service Inc.

By: _____
Title: _____
Address: _____
Telephone: _____
Date Signed: _____

Customer
Prospect - Sage Oak Charter School

By:  _____
Title: Asst. Superintendent, CFO
Address: 1473 Ford St, STE 105, Redlands CA 92374
Telephone: 888.435.4445
Date Signed: 7/22/2024 | 1:52 PM PDT

Effective Date: _____



Addendum A
List of Account Numbers

Prospect - Sage Oak Charter School's UPS account numbers identified below shall be included in the Agreement. If there is an account number for the same service included in another UPS agreement, such account number will be deemed deleted from such other agreement at the time this Agreement is made effective.

Account	Name and Address	Commodity Tier ²
0000084WW6	SAGE OAK CHARTER SCHOOL 421 BUSINESS CENTER CT REDLANDS, California, 92373-8084, United States	06

²UPS Hundredweight rates and Incentives will only apply to UPS accounts with an active Hundredweight Tier (01-07). The stated commodity tier set forth in this Addendum supersedes the commodity tier set forth in any existing Hundredweight Service Contract Agreement between the parties.

Addendum B – Incentives



All Incentives contained in this Agreement shall be applied on a weekly basis to all billing options available in the Tariff, unless otherwise specified.

Service Grouping Descriptions

Domestic Includes

Domestic Air

UPS Next Day Air®
 UPS Next Day Air Saver®
 UPS Next Day Air® Hundredweight Service®
 UPS Next Day Air Saver® Hundredweight Service®
 UPS 2nd Day Air A.M.®
 UPS 2nd Day Air®
 UPS 2nd Day Air® Hundredweight Service®
 UPS 3 Day Select®
 UPS 3 Day Select® Hundredweight Service®

Domestic Ground

UPS® Ground - Commercial
 UPS® Ground - Residential
 UPS Ground Hundredweight Service®

SurePost

UPS SurePost® - 1 lb. or greater
 UPS SurePost® - Less than 1 lb.

Export Includes

Export Worldwide Express & Saver

UPS Worldwide Express® - Export
 UPS Worldwide Saver® - Export
Export Worldwide Expedited
 UPS Worldwide Expedited® - Export
Export Standard
 UPS® Standard to Canada
 UPS® Standard to Mexico

Import Includes

Import Worldwide Express & Saver

UPS Worldwide Express® - Import
 UPS Worldwide Saver® - Import
Import Worldwide Expedited
 UPS Worldwide Expedited® - Import
Import Standard
 UPS® Standard from Canada
 UPS® Standard from Mexico

Tier Incentives

Each eligible package will receive an Incentive per the following schedule based on a 52 (Fifty-two) week rolling average of eligible Transportation Charges and Additional Charges invoiced to Customer, where applicable. The band determination is based on the average published Transportation Charges per week for eligible Services (excluding Additional Charges, unless otherwise specified). For the first 4 (Four) weeks from the Effective Date of this Agreement, the Incentives in the schedule below will be based on \$1,626.50 and will be provided to Customer without a commitment. Beginning on week 5 (Five), the Incentives in the schedule below will be determined based on week 4 (Four) through the week prior to the current billing week, not to exceed 52 (Fifty-two) weeks. Thereafter, the average weekly charges will be based upon the most recent 52 (Fifty-two) weeks, excluding the current billing week. Average weekly charges per week is defined as the published Transportation Charges per week from all eligible and Committed Services for the given time period divided by the number of weeks in the time period. The Incentives apply to all applicable zones and will be administered on a weekly basis, unless otherwise specified.

Services	Weekly Gross Charges (\$)						
	0.01 - 604.99	605.00 - 831.99	832.00 - 1,058.99	1,059.00 - 1,285.99	1,286.00 - 1,966.99	1,967.00 - 2,420.99	2,421.00 - up
UPS Next Day Air®	0.00%	49.00%	56.00%	63.00%	70.00%	70.70%	71.40%
UPS Next Day Air Saver®	0.00%	49.00%	56.00%	63.00%	70.00%	70.70%	71.40%
UPS Next Day Air® Hundredweight Service®	0.00%	21.00%	24.00%	27.00%	30.00%	30.60%	31.20%
UPS Next Day Air Saver® Hundredweight Service®	0.00%	21.00%	24.00%	27.00%	30.00%	30.60%	31.20%
UPS 2nd Day Air A.M.®	0.00%	40.60%	46.40%	52.20%	58.00%	58.58%	59.16%
UPS 2nd Day Air®	0.00%	49.00%	56.00%	63.00%	70.00%	70.70%	71.40%
UPS 2nd Day Air® Hundredweight Service®	0.00%	21.00%	24.00%	27.00%	30.00%	30.60%	31.20%
UPS 3 Day Select®	0.00%	38.50%	44.00%	49.50%	55.00%	55.55%	56.10%
UPS 3 Day Select® Hundredweight Service®	0.00%	21.00%	24.00%	27.00%	30.00%	30.60%	31.20%
UPS® Ground - Commercial	0.00%	14.00%	16.00%	18.00%	20.00%	20.40%	20.80%
UPS® Ground - Residential	0.00%	14.00%	16.00%	18.00%	20.00%	20.40%	20.80%
UPS Ground Hundredweight Service®	0.00%	21.00%	24.00%	27.00%	30.00%	30.60%	31.20%
UPS SurePost® - 1 lb. or greater	0.00%	2.80%	3.20%	3.60%	4.00%	4.08%	4.16%
UPS SurePost® - Less than 1 lb.	0.00%	2.80%	3.20%	3.60%	4.00%	4.08%	4.16%
UPS Worldwide Express® - Export	0.00%	42.00%	48.00%	54.00%	60.00%	61.20%	62.40%
UPS Worldwide Saver® - Export	0.00%	42.00%	48.00%	54.00%	60.00%	61.20%	62.40%
UPS Worldwide Expedited® - Export	0.00%	42.00%	48.00%	54.00%	60.00%	61.20%	62.40%
UPS® Standard to Canada	0.00%	18.90%	21.60%	24.30%	27.00%	27.54%	28.08%
UPS® Standard to Mexico	0.00%	42.00%	48.00%	54.00%	60.00%	61.20%	62.40%

Services	0.01 - 604.99	605.00 - 831.99	832.00 - 1,058.99	1,059.00 - 1,285.99	1,286.00 - 1,966.99	1,967.00 - 2,420.99	2,421.00 - up
UPS Worldwide Express® - Import	0.00%	40.60%	46.40%	52.20%	58.00%	58.29%	58.58%
UPS Worldwide Saver® - Import	0.00%	40.60%	46.40%	52.20%	58.00%	58.29%	58.58%
UPS Worldwide Expedited® - Import	0.00%	40.60%	46.40%	52.20%	58.00%	58.29%	58.58%
UPS® Standard from Canada	0.00%	18.90%	21.60%	24.30%	27.00%	27.14%	27.27%
UPS® Standard from Mexico	0.00%	35.00%	40.00%	45.00%	50.00%	50.25%	50.50%

Committed Services:

The following Services will be used in the band determination:

Small Package Domestic Transportation Charges: All Domestic Services

All International Export Transportation Charges: All Export Services

All International Import Transportation Charges: All Import Services

Additional Charges: Delivery Area, Remote Area, Extended Delivery Area, Hundredweight Delivery Area, Large Package, Residential, Hundredweight Residential, Next Day Air® Early and Worldwide Express Plus Surcharges will be included for the sole purpose in determining the Transportation Charge bands of Customer.

Happy Returns Charges: All Happy Returns fees included on the UPS invoice for a Shipper Number set forth in Addendum A of this Agreement will be included for the purpose of determining the Transportation Charge bands of Customer.

Service Incentives

UPS will also apply additional incentives to the following services:

UPS® Ground - Commercial		
Container – Weight/Zone	2 - 8	44 - 46
1 - 5 lbs	25.00%	25.00%
6 - 10	27.00%	27.00%
11 - 20	29.00%	29.00%
21 - 30	32.00%	32.00%
31+	35.00%	35.00%

UPS® Ground - Residential		
Container – Weight/Zone	2 - 8	44 - 46
1 - 5 lbs	25.00%	25.00%
6 - 10	27.00%	27.00%
11 - 20	29.00%	29.00%
21 - 30	32.00%	32.00%
31+	35.00%	35.00%

UPS SurePost® - 1 lb. or greater	
Container – Weight/Zone	All Zones
1 - 9 lbs	20.00%

UPS SurePost® - Less than 1 lb.	
Container – Weight/Zone	All Zones
1 - 16 oz	20.00%

Minimum Charges

For each shipment, Customer agrees to pay the greater of the (a) net shipment charge based on the above incentives or (b) the minimum net shipment charge. When applicable, Minimum net shipment charge is calculated by deducting the applicable percent off or amount off (by zone) in the table(s) below from the published list rate for the respective service.

Service(s)	Minimum Per	Zone	Base Rate	Adjustment
UPS Next Day Air®	Letter	All	Zone 102 Letter	55.00%
UPS Next Day Air®	Package	All	Zone 102 1 lbs	55.00%
UPS Next Day Air Saver®	Letter	All	Zone 132 Letter	55.00%
UPS Next Day Air Saver®	Package	All	Zone 132 1 lbs	55.00%
UPS 2nd Day Air A.M.®	Letter	All	Zone 242 Letter	45.00%
UPS 2nd Day Air A.M.®	Package	All	Zone 242 1 lbs	45.00%
UPS 2nd Day Air®	Letter	All	Zone 202 Letter	45.00%

UPS 2nd Day Air®	Package	All	Zone 202 1 lbs	45.00%
UPS 3 Day Select®	Package	All	Zone 302 1 lbs	25.00%
UPS® Ground - Commercial	Package	All	Zone 002 1 lbs	0.00%
UPS® Ground - Residential	Package	All	Zone 002 1 lbs	0.00%
UPS SurePost® - 1 lb. or greater	Package	All	Zone 002 1 lbs	14.00%
UPS SurePost® - Less than 1 lb.	Package	All	Zone 002 1 lbs	14.00%

UPS Worldwide Express® - Export - Adjustment to the Letter or 1 lb Rate Per Zone	
Minimum Per	Group 1
Letter	40.00%
Document	40.00%
PAK	40.00%
Package	40.00%

Group 1: Zone 81, 82, 84, 901, 902, 903, 904, 905, 906, 907, 908, 909, 911, 912, 913, 920, 921

UPS Worldwide Saver® - Export - Adjustment to the Letter or 1 lb Rate Per Zone	
Minimum Per	Group 1
Letter	40.00%
Document	40.00%
PAK	40.00%
Package	40.00%

Group 1: Zone 401, 402, 403, 404, 405, 406, 407, 408, 409, 411, 412, 413, 420, 421, 481, 482, 484

UPS Worldwide Expedited® - Export - Adjustment to the Letter or 1 lb Rate Per Zone	
Minimum Per	Group 1
Document	40.00%
Package	40.00%

Group 1: Zone 71, 72, 74, 601, 602, 603, 604, 605, 606, 607, 608, 609, 611, 612, 613, 620, 621, 631, 632, 633, 634, 635, 636, 637, 638, 639, 641, 642, 643

UPS® Standard to Canada - Adjustment to the Letter or 1 lb Rate Per Zone	
Minimum Per	Group 1
Package	0.00%

Group 1: Zone 51, 52, 53, 54, 55, 56

UPS® Standard to Mexico - Adjustment to the Letter or 1 lb Rate Per Zone	
Minimum Per	Group 1
Document	40.00%
Package	40.00%

Group 1: Zone 32, 33, 34, 35, 36, 37, 38

UPS Worldwide Express® - Import - Adjustment to the Letter or 1 lb Rate Per Zone	
Minimum Per	Group 1
Letter	58.00%
Document	58.00%
Package	58.00%

Group 1: Zone 91, 94, 951, 952, 953, 954, 955, 956, 957, 958, 959, 961, 962, 963, 970, 971

UPS Worldwide Saver® - Import - Adjustment to the Letter or 1 lb Rate Per Zone	
Minimum Per	Group 1
Letter	58.00%
Document	58.00%
Package	58.00%

Group 1: Zone 451, 452, 453, 454, 455, 456, 457, 458, 459, 461, 462, 463, 470, 471, 491, 494

UPS Worldwide Expedited® - Import - Adjustment to the Letter or 1 lb Rate Per Zone	
Minimum Per	Group 1
Document	58.00%
Package	58.00%

Group 1: Zone 61, 64, 651, 652, 653, 654, 655, 656, 657, 658, 659, 661, 662, 663, 670, 671, 681, 682, 683, 684, 685, 686, 687, 688, 689, 691, 692, 693

UPS® Standard from Canada - Adjustment to the Letter or 1 lb Rate Per Zone	
Minimum Per	Group 1
Package	0.00%

Group 1: Zone 376, 378, 380

UPS® Standard from Mexico - Adjustment to the Letter or 1 lb Rate Per Zone	
Minimum Per	Group 1
Document	50.00%
Package	50.00%

Group 1: Zone 362, 363, 364, 365, 366, 367, 368

Weight and Size Terms

Dimensional Weight Divisor

UPS will apply the Dimensional Weight (Custom Divisor) factor below for any package shipped using the indicated service. All other services not specified will be billed using the Dimensional Weight divisor set forth in the UPS Rate and Service Guide in effect at the time of shipment. UPS reserves the right to re-evaluate the package characteristics and adjust the Dimensional Weight (Custom Divisor) accordingly upon 30 days written notice to Customer.

Service(s)	Divisor
Domestic Air	194
Domestic Ground	220

Accessorials

Accessorial(s)	Service(s)	Incentive(s)
Duty/Tax Forward Surcharge	Export	50.00% Off
Electronic Label	Domestic	50.00% Off
Print Return Label	Domestic	50.00% Off
Residential Surcharge	Domestic Air	50.00% Off
Residential Surcharge	Domestic Ground	50.00% Off
Delivery Area Commercial	Domestic Air	50.00% Off
Delivery Area Commercial	Domestic Ground	50.00% Off
Delivery Area Commercial Extended	Domestic Air	50.00% Off
Delivery Area Commercial Extended	Domestic Ground	50.00% Off
Delivery Area Residential	Domestic Air	50.00% Off
Delivery Area Residential	Domestic Ground	50.00% Off
Delivery Area Residential Extended	Domestic Air	50.00% Off
Delivery Area Residential Extended	Domestic Ground	50.00% Off
Demand Surcharge - Additional Handling **	Domestic	100.00% Off
Demand Surcharge - Additional Handling **	Export	100.00% Off
Demand Surcharge - Additional Handling **	Import	100.00% Off
Demand Surcharge - Large Package **	Domestic	100.00% Off
Demand Surcharge - Large Package **	Export	100.00% Off
Demand Surcharge - Large Package **	Import	100.00% Off
Demand Surcharge - Over Maximum **	Domestic	100.00% Off
Demand Surcharge - Over Maximum **	Export	100.00% Off
Demand Surcharge - Over Maximum **	Import	100.00% Off

** UPS, at its sole discretion, reserves the right to adjust the above Incentives without notice.

Notes:

1.
- Rates applicable to UPS SurePost® Service are set forth at www.ups.com/content/us/en/preferred/lws_index.html and are not applicable to shipments originating from account numbers that are not included in this agreement. Transportation Charges for UPS SurePost® packages will be included in any applicable Small Package Freight commitments.

Addendum C – Other Terms and Special Addenda

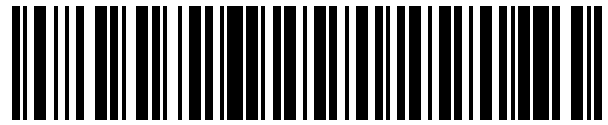


Electronic PLD Bonus

The incentives detailed earlier in this Agreement include an Electronic PLD bonus up to the amount defined in the table below. Shipments tendered via non-Electronic PLD will not receive this bonus. At no point will non-application of the bonus result in net rates that exceed the published rates in effect at the time of shipment. The bonus will be applicable to all shipments paid for by accounts in this agreement.

Service(s)	Value
UPS Next Day Air®	10.00%
UPS Next Day Air Saver®	10.00%
UPS 2nd Day Air A.M.®	10.00%
UPS 2nd Day Air®	10.00%
UPS 3 Day Select®	10.00%
UPS® Ground - Commercial	5.00%
UPS® Ground - Residential	5.00%
UPS SurePost® - 1 lb. or greater	5.00%
UPS SurePost® - Less than 1 lb.	5.00%
UPS Worldwide Express® - Export	10.00%
UPS Worldwide Saver® - Export	10.00%
UPS Worldwide Expedited® - Export	10.00%
UPS® Standard to Canada	10.00%
UPS® Standard to Mexico	10.00%

The following methods of providing UPS shipment information will be considered non-electronic for this agreement: Manifest Key Entered, Manifest Summary, Hundredweight Shipping Document, Paper Waybill, Air Shipping Document, Shipping Record (SRB/SRM), Consignee Billing Paper Books. All other shipment information will be considered electronic PLD.



FedEx Transportation Services Agreement

Customer Name: SAGE OAK CHARTER SCHOOLS

Effective Date: July 18, 2024

Customer, including any of its divisions, subsidiaries and affiliates, a majority (defined as 51%) of whose voting stock is directly or indirectly owned by Customer ("Customer" herein), and FedEx agree to enter into this FedEx Transportation Services Agreement (the "Agreement") subject to the following terms and conditions.

This Pricing Agreement/Amendment hereinafter collectively refers to a Country or Territory as "Country or Countries".

1. Services. This Agreement specifies the terms and conditions under which FedEx agrees to provide certain transportation services ("Services") to Customer. This Agreement shall be between Customer and the applicable FedEx operating entity ("FedEx Company") for the applicable Service identified on the pricing attachments that are attached hereto and incorporated herein. All FedEx Companies providing Services pursuant to this Agreement are hereinafter collectively referred to as "FedEx".

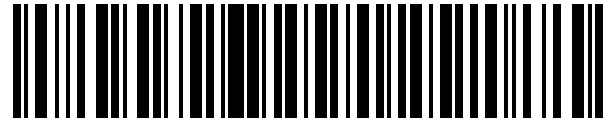
2. Pricing. FedEx agrees to provide Services to Customer at the pricing and on the terms as set forth in the applicable pricing attachments. Each applicable FedEx Company may provide a courtesy copy of Customer's pricing reflected as net rates (based on the applicable base rate in effect at such time) upon request. Net rate sheets are provided as a courtesy only and are not incorporated within the Agreement. The pricing and Services are provided by FedEx to Customer for Customer's use and benefit only and may not be resold or otherwise extended (including via third party billing) to any other party without the prior written consent of FedEx. Customer agrees to ensure that the proper account number appears on the applicable air waybill or other form of shipping documentation and acknowledges that pricing will not be applied to packages that do not correctly reference the proper account number. The pricing is effective the later of the date identified above, if any, or within five business days following possession of a fully executed Agreement by FedEx's authorized representative ("Effective Date").

3. Service Guide. Each shipment made with FedEx is subject to the terms and conditions of the FedEx Service Guide in effect at the time of shipment, which terms are incorporated into this Agreement by reference. "FedEx Service Guide" means, collectively, the shipment country of origin FedEx Service Guide, any applicable tariffs, local service conditions or condition of carriage, and the airbill/air waybill or Bill of Lading in effect on the date of shipment of the applicable FedEx Company (including, but not limited to, the FedEx Freight 100 Series Rules Tariff, the FedEx Ground Economy terms at

https://www.fedex.com/content/dam/fedex/us-united-states/services/FGE_TermsConditions_2021.pdf, FedEx One Rate terms available at the web address referenced in the Express pricing attachment specific to FedEx One Rate, and other service-specific terms as posted on [fedex.com](https://www.fedex.com)). FedEx reserves the right to modify the FedEx Service Guide, including a modification of the published transportation rates and/or special handling fees, surcharges, ancillary and other charges, at any time without notice. Customer is directed to the FedEx web site [fedex.com](https://www.fedex.com) for changes in the FedEx Service Guide. In the event there is a conflict between this Agreement and the FedEx Service Guide, the provisions of this Agreement control.

4. Payment Terms. Payment is due at the time Services are rendered. FedEx may, however, extend credit privileges. The invoice date begins the credit term cycle, and payment is due within the number of days specified on the pricing attachments from the invoice date. However, invoices for duties and taxes are payable on receipt, unless a specific credit term for payment of duties and taxes is otherwise set forth on the applicable pricing attachment(s). Customer agrees that remaining current on all payables is a condition to the extension of credit and pricing. Failure to comply with payment terms may result in denial of credit or removal of applicable pricing, in FedEx sole discretion.





5. Automation. Customer agrees that all shipping locations will use a FedEx online or FedEx compatible shipping solution that is approved and authorized by FedEx, and an agreement for the placement or use of any such shipping solution shall be accepted prior to such use.

6. Confidentiality. Both FedEx and Customer agree that the terms of this Agreement, including the pricing, are confidential and shall be held in strict confidence by both parties and may not be disclosed unless required by law. Customer agrees not to post or publicly display the terms or the pricing. FedEx and Customer also agree that any discussions or negotiations regarding the pricing or any changes thereto (including but not limited to future pricing offerings) are also confidential and are subject to this provision of confidentiality. Notwithstanding the foregoing, disclosure by FedEx to any of its subsidiaries, affiliates, related entities, subcontractors, agents and/or representatives is permitted without notice or consent. Furthermore, disclosure by Customer of this Agreement or any terms to any third party without consent by FedEx and execution of a mutually agreeable non-disclosure agreement between FedEx and such third party shall be considered a breach by Customer.

7. Term. This Agreement commences on the Effective Date and continues until expired or terminated by either party.

8. Termination. Either party may terminate this Agreement immediately upon notice due to the other party's noncompliance with its terms. Either party may terminate this Agreement at any time without cause and without fees unless otherwise stated in the Agreement or the pricing attachment, upon 30 days' prior written notice to the other party.

9. Prior Agreements. This Agreement supersedes all pricing agreements and addenda, if any, between FedEx and Customer for the Services, package types, and Customer account numbers covered by this Agreement and identified on the respective pricing attachments.

10. No Modifications. Any alterations to this document by either party will render it null and void. Any failure by FedEx or Customer to enforce or apply a provision of these Conditions does not constitute a waiver of that provision and does not otherwise impair FedEx's right to enforce such provision.

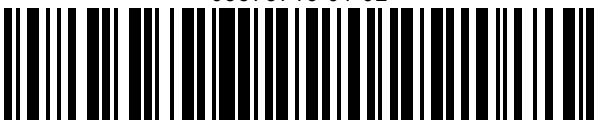
11. Restricted Commodities. This Agreement does not provide for the shipment of alcohol or other items and conditions that may be prohibited or restricted by law or by the FedEx Service Guide. Such commodities may require a separate agreement.

12. Electronic Storage. Either party may copy this completed Agreement for electronic storage in a non-editable format, at which time the paper form of this Agreement may be destroyed. Customer and FedEx each agree that following the electronic storage of this Agreement, any hard copy printout of that electronically stored information will constitute an original of this Agreement.

13. Representation of Authority. Each of the parties represents and warrants to the other that this Agreement is valid and legally binding and has been executed by an authorized representative. Nothing contained herein shall be construed as creating any joint or joint and several liability among the FedEx Companies.

14. Severability. If any of the provisions of this Agreement are found by a court or any other competent authority to be void or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall remain and continue in full force and effect.

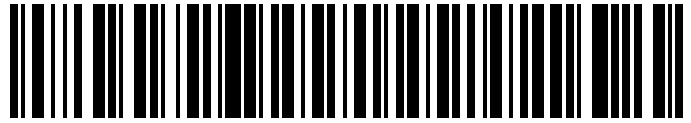
15. Assignment. Neither the rights nor the duties of either party under this Agreement may be voluntarily assigned or delegated without the prior written consent of the other party, except that FedEx may assign all or any part of its rights and delegate its duties under this Agreement to a directly or indirectly owned subsidiary or affiliate of FedEx Corporation. Without limiting the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.



Agreement Number: 1433266287-102

Version Number: 01

03575716-01-03-Y



IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the last date provided below:

Any alterations to this document, including but not limited to handwritten changes, by either party are null and void.

SAGE OAK CHARTER SCHOOLS("Customer")

**On behalf of, each as applicable,
and their affiliates and subsidiaries,
Federal Express Corporation and
FedEx Freight, Inc.** by and through its agent,
Federal Express Corporation (collectively "FedEx")

By: Tim OBrien

By: Hani Elyoussef

Print Name: Tim OBrien

Print Name: Hani Elyoussef

Title: Asst. Superintendent, CFO

Title: Sales Executive Field

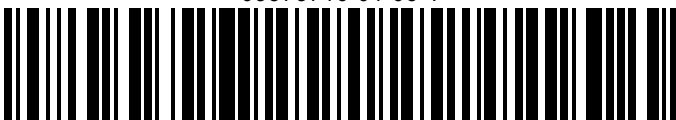
Date: July 22, 2024

Date: July 22, 2024

Employee No.: 5056970

Proposal : 12956399

03575716-01-03-Y



Agreement Number: 1433266287-102

Version Number: 01



Pricing Attachment

Level/Hierarchy	Customer Name / Location(s)	Level ID
Country ID	SAGE OAK CHARTER SCHOOLS, US	1433266288

Subsequent pricing applies to all individual FedEx accounts associated with the Customer as identified above, unless otherwise noted.

General Terms and Conditions:

These terms and conditions apply to all pricing contained herein and apply to all countries listed in this FedEx Pricing Attachment.

Commitments. Customer agrees that any failure to so achieve the below commitments within 90 days of the Effective Date or maintain them thereafter may result in a pricing change, in FedEx's sole discretion; in such event, FedEx may apply modified pricing to Customer shipments upon 30 days notice. Customer also agrees that any failure to so achieve or maintain the below commitments may result in the immediate termination of this Agreement by FedEx, in FedEx's sole discretion, upon notice.

General Pricing Provisions:

These pricing provisions apply to all pricing contained herein and apply to all countries listed in this Pricing Attachment.

UNITED STATES

United States Terms and Conditions:

Payment Terms. Payment is due within the following number of days from the invoice date unless otherwise provided in a FedEx Credit Term Attachment: 15

United States Pricing Provisions:

Money Back Guarantee. For eligible services, Customer is entitled to request refunds under the FedEx Money-Back Guarantee Policy as specified in the FedEx Service Guide.

Multiweight. Please see the Ground Multiweight Program Details in the Ground Pricing Attachment appendix for additional information.

Pricing Terms. Unless otherwise noted, the following term table is applicable to all countries in this Pricing Attachment. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

Domestic Express

Zones =>	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
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FedEx Priority Overnight Envelope

Discount	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%
Min Reduction USD(\$)	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49	15.49

FedEx Priority Overnight Pak

Discount	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%
Min Reduction USD(\$)	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52

FedEx Priority Overnight

1.0 - 10.0 lb(s)	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%
11.0 - 20.0 lb(s)	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%	58%
21.0 + lb(s)	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%	60%
Min Reduction USD(\$)	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52	18.52

FedEx Standard Overnight Envelope

Discount	57%	57%	57%	57%	57%	57%	57%	57%	-	-	-	57%	57%	57%	57%
Min Reduction USD(\$)	15.21	15.21	15.21	15.21	15.21	15.21	15.21	15.21	-	-	-	15.21	15.21	15.21	15.21

FedEx Standard Overnight Pak

Discount	57%	57%	57%	57%	57%	57%	57%	57%	-	-	-	57%	57%	57%	57%
Min Reduction USD(\$)	17.31	17.31	17.31	17.31	17.31	17.31	17.31	17.31	-	-	-	17.31	17.31	17.31	17.31

FedEx Standard Overnight

Agreement Number: 1433266287-102

Version Number: 01

Domestic Express

Zones ==>	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1.0 - 10.0 lb(s)	57%	57%	57%	57%	57%	57%	57%	57%	-	-	-	57%	57%	57%	57%
11.0 - 20.0 lb(s)	58%	58%	58%	58%	58%	58%	58%	58%	-	-	-	58%	58%	58%	58%
21.0 + lb(s)	60%	60%	60%	60%	60%	60%	60%	60%	-	-	-	60%	60%	60%	60%
Min Reduction USD(\$)	17.31	17.31	17.31	17.31	17.31	17.31	17.31	17.31	-	-	-	17.31	17.31	17.31	17.31

FedEx 2Day A.M. Envelope

Discount	10%	10%	10%	10%	10%	10%	10%	10%	-	-	-	10%	10%	10%	10%
Min Reduction USD(\$)	5.80	5.80	5.80	5.80	5.80	5.80	5.80	5.80	-	-	-	5.80	5.80	5.80	5.80

FedEx 2Day A.M. Pak

Discount	10%	10%	10%	10%	10%	10%	10%	10%	-	-	-	10%	10%	10%	10%
Min Reduction USD(\$)	6.30	6.30	6.30	6.30	6.30	6.30	6.30	6.30	-	-	-	6.30	6.30	6.30	6.30

FedEx 2Day A.M.

1.0 - 10.0 lb(s)	9%	9%	9%	9%	9%	9%	9%	9%	-	-	-	9%	9%	9%	9%
11.0 - 20.0 lb(s)	12%	12%	12%	12%	12%	12%	12%	12%	-	-	-	12%	12%	12%	12%
21.0 + lb(s)	17%	17%	17%	17%	17%	17%	17%	17%	-	-	-	17%	17%	17%	17%
Min Reduction USD(\$)	6.30	6.30	6.30	6.30	6.30	6.30	6.30	6.30	-	-	-	6.30	6.30	6.30	6.30

FedEx 2Day Envelope, FedEx 2Day Pak

Discount	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Min Reduction USD(\$)	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60	12.60

FedEx 2Day

1.0 - 10.0 lb(s)	13%	13%	13%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%	18%
11.0 - 20.0 lb(s)	16%	16%	16%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
21.0 + lb(s)	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Min Reduction USD(\$)	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50	12.50

FedEx Express Saver Envelope, FedEx Express Saver Pak

Discount	10%	10%	10%	10%	10%	10%	10%	-	-	-	-	-	-	-	-
Min Reduction USD(\$)	12.10	12.10	12.10	12.10	12.10	12.10	12.10	-	-	-	-	-	-	-	-

FedEx Express Saver

1.0 - 10.0 lb(s)	13%	13%	13%	18%	18%	18%	18%	-	-	-	-	-	-	-	-
11.0 - 20.0 lb(s)	16%	16%	16%	20%	20%	20%	20%	-	-	-	-	-	-	-	-
21.0 + lb(s)	20%	20%	20%	20%	20%	20%	20%	-	-	-	-	-	-	-	-
Min Reduction USD(\$)	12.00	12.00	12.00	12.00	12.00	12.00	12.00	-	-	-	-	-	-	-	-

FedEx 1Day Freight, FedEx 2Day Freight

Discount	45%	45%	45%	45%	45%	45%	45%	45%	45%	45%	-	45%	45%	45%	45%
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FedEx 3Day Freight

Discount	45%	45%	45%	45%	45%	45%	45%	-	-	-	-	-	-	-	-
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FedEx Domestic One Rate

Zones ==>	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
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FedEx Domestic One Rate Standard Overnight Envelope

Discount	50.5%	0%	0%	0%	0%	0%	0%	0%	-	-	-	0%	0%	0%	0%
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FedEx Domestic One Rate Priority Overnight Envelope

Discount	50.5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
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FedEx Domestic One Rate First Overnight Envelope, FedEx Domestic One Rate First Overnight Large Box, FedEx Domestic One Rate First Overnight Extra Large Box, FedEx Domestic One Rate First Overnight Small Box, FedEx Domestic One Rate First Overnight Medium Box, FedEx Domestic One Rate First Overnight Pak

Discount	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
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FedEx Domestic One Rate Priority Overnight Pak

Discount	45.7%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
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FedEx Domestic One Rate

Zones =>	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
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FedEx Domestic One Rate Standard Overnight Large Box, FedEx Domestic One Rate Standard Overnight Medium Box, FedEx Domestic One Rate Standard Overnight Extra Large Box, FedEx Domestic One Rate Standard Overnight Small Box

Discount	37%	0%	0%	0%	0%	0%	0%	0%	-	-	-	0%	0%	0%	0%
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FedEx Domestic One Rate Standard Overnight Pak

Discount	45.7%	0%	0%	0%	0%	0%	0%	0%	-	-	-	0%	0%	0%	0%
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FedEx Domestic One Rate Priority Overnight Medium Box, FedEx Domestic One Rate Priority Overnight Small Box, FedEx Domestic One Rate Priority Overnight Large Box, FedEx Domestic One Rate Priority Overnight Extra Large Box

Discount	37%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
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FedEx Domestic One Rate 2Day A.M. Envelope, FedEx Domestic One Rate 2Day A.M. Pak, FedEx Domestic One Rate 2Day A.M. Small Box, FedEx Domestic One Rate 2Day A.M. Extra Large Box, FedEx Domestic One Rate 2Day A.M. Large Box, FedEx Domestic One Rate 2Day A.M. Medium Box

Discount	0%	0%	0%	0%	0%	0%	0%	0%	-	-	-	0%	0%	0%	0%
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FedEx Domestic One Rate Express Saver Envelope

Discount	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	-	-	-	-	-	-	-	-
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FedEx Domestic One Rate 2Day Envelope

Discount	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%	50.5%
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FedEx Domestic One Rate 2Day Extra Large Box, FedEx Domestic One Rate 2Day Small Box, FedEx Domestic One Rate 2Day Large Box, FedEx Domestic One Rate 2Day Medium Box

Discount	37%	37%	37%	37%	37%	37%	37%	37%	37%	37%	37%	37%	37%	37%	37%
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FedEx Domestic One Rate Express Saver Pak

Discount	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	-	-	-	-	-	-	-	-
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FedEx Domestic One Rate Express Saver Large Box, FedEx Domestic One Rate Express Saver Small Box, FedEx Domestic One Rate Express Saver Extra Large Box, FedEx Domestic One Rate Express Saver Medium Box

Discount	37%	37%	37%	37%	37%	37%	37%	-	-	-	-	-	-	-	-
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FedEx Domestic One Rate 2Day Pak

Discount	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%	45.7%
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Ground Domestic Single Piece (OB,IB,RB,3P)

Zones =>	9	14	17	22	23	25	92	96
Discount	25%	25%	25%	25%	25%	25%	25%	25%
Minimum Charge USD(\$)	Zn 9, 1 lb	Zn 14, 1 lb	Zn 17, 1 lb	Zn 22, 1 lb	Zn 23, 1 lb	Zn 25, 1 lb	Zn 92, 1 lb	Zn 96, 1 lb
Min Reduction USD(\$)	0.00	0.00	7.56	0.00	2.62	2.71	0.00	0.00

Home Delivery Domestic Single Piece (OB,3P)

Zones =>	2	3	4	5	6	7	8
1.0 - 5.0 lb(s)	35%	35%	35%	35%	35%	35%	35%
6.0 - 10.0 lb(s)	36%	36%	36%	36%	36%	36%	36%
11.0 - 20.0 lb(s)	41%	41%	41%	41%	41%	41%	41%
21.0 - 30.0 lb(s)	43%	43%	43%	43%	43%	43%	43%
31.0 + lb(s)	46%	46%	46%	46%	46%	46%	46%
Minimum Charge USD(\$)	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb
Min Reduction USD(\$)	0.50	0.50	0.50	0.50	0.50	0.50	0.50

Ground Domestic Single Piece RM (OB,3P)

Zones =>	9	17
Discount	25%	25%
Minimum Charge USD(\$)	Zn 9, 1 lb	Zn 17, 1 lb
Min Reduction USD(\$)	0.00	7.56

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Ground Domestic Single Piece (OB,IB,RB,3P)

Zones =>	2	3	4	5	6	7	8
1.0 - 5.0 lb(s)	37%	37%	37%	37%	37%	37%	37%
6.0 - 10.0 lb(s)	39%	39%	39%	39%	39%	39%	39%
11.0 - 20.0 lb(s)	42%	42%	42%	42%	42%	42%	42%
21.0 - 30.0 lb(s)	46%	46%	46%	46%	46%	46%	46%
31.0 + lb(s)	48%	48%	48%	48%	48%	48%	48%
Minimum Charge USD(\$)	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb
Min Reduction USD(\$)	0.50	0.50	0.50	0.50	0.50	0.50	0.50

Ground Domestic Single Piece RM (OB,3P)

Zones =>	2	3	4	5	6	7	8
1.0 - 5.0 lb(s)	46%	46%	46%	46%	46%	46%	46%
6.0 - 10.0 lb(s)	46%	46%	46%	46%	46%	52%	56%
11.0 - 20.0 lb(s)	52%	52%	52%	52%	52%	52%	52%
21.0 - 30.0 lb(s)	56%	56%	56%	56%	56%	56%	56%
31.0 + lb(s)	58%	58%	58%	58%	58%	58%	58%
Minimum Charge USD(\$)	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb	Zn 2, 1 lb
Min Reduction USD(\$)	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Ground Domestic MWT**Ground Domestic MWT (OB, IB, RB, 3P)**

Application		Zones						
Rated Shipment Weight	Multiweight Tier	2	3	4	5	6	7	8
200-499 lb	4	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%
500 + lb(s)	504	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%	40.0%

Ground MWT RM (OB, 3P)**Home Delivery MWT (OB, 3P)****Home Delivery MWT RM (OB)**

Rated Shipment Weight	Multiweight Tier	2	3	4	5	6	7	8
200-499 lb	4	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
500 + lb(s)	504	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Minimum Average Package Weight (lb(s))		20.0	20.0	20.0	20.0	20.0	20.0	20.0
Deficit Weight (lb(s))		150.0	150.0	150.0	150.0	150.0	150.0	150.0
Minimum Shipment Weight (lb(s))		200.0	200.0	200.0	200.0	200.0	200.0	200.0

Earned Discount Program Details

Annualized Transportation Charges	Frequency used in the ED Calculation	Operating Companies included in the ED Calculation	Accounts included in Aggregation
The Annualized Transportation Charges in this ED program are included in "gross revenue charges". The gross revenue charges are: (i) calculated before discounts are applied, (ii) calculated after rate scale and FAK adjustments, and (iii) do not include ancillary service fees, surcharges, special handling fees or other charges, duties and taxes, or sales tax/VAT.	Weekly	FedEx Express FedEx Ground FedEx LTL Freight	Annualized Transportation Charges will be aggregated for individual FedEx accounts associated with the Customer identified as follows: 1433266288
	52 Weeks		

Eligible Shipments:

In order for a shipment to count toward Customer's earned discount threshold or to receive an applicable earned discount, shipments must be billed to a FedEx account number that is eligible for earned discounts. Customer shall not be entitled to invoice adjustments for earned discounts for use of ineligible account numbers.

PROGRAM NUMBER 1

Agreement Number: 1433266287-102**Version Number: 01****Grace Period:**

Beginning with the Effective Date of this Agreement, Customer shall receive the grace discounts for the time period specified as the Grace Period in the applicable pricing attachments.

At the conclusion of the Grace Period, Customer's discounts will be determined based upon Customer's actual shipping activity as indicated in the applicable pricing attachments.

When to Recognize Charges and How to Annualize Transportation Charges:

Customer's Annualized Transportation Charges will be calculated Weekly to determine Customer's discount from the Earned Discount table for the following Week. The last Week of the Grace Period shall be the first Week used for the calculation of the Annualized Transportation Charges. Prior to 52 full Weeks, Customer's Transportation Charges will be divided by the corresponding number of Weeks and then annualized. After 52 Weeks, the Transportation Charges for the most recent 52 Weeks are used.

Pricing Terms. Unless otherwise noted, the following term table is applicable to all countries in this Pricing Attachment. In the event that FedEx increases its applicable base rate during the term of the Agreement, Customer's rates shall be adjusted to reflect the base rate increases.

Term	Term Start	Term End	Base Rate
1	Effective Date	Does Not Expire	Service Guide in Effect on Date of Shipment

Applicable Services	Grace Period: 9Weeks	Annualized Transportation Charges	Earned Discount	Applicable Services	Grace Period: 9Weeks	Annualized Transportation Charges	Earned Discount
FedEx Priority Overnight Envelope	10 %	\$71,000.00 - \$121,499.99	7%	Ground Domestic MWT	10 %	\$71,000.00 - \$121,499.99	7%
FedEx Priority Overnight Pak						\$121,500.00 - \$151,999.99	8%
FedEx Priority Overnight Envelope						\$152,000.00 - \$232,999.99	10%
FedEx Standard Overnight Envelope						\$233,000.00 - \$384,499.99	11%
FedEx Standard Overnight Pak						\$384,500.00 +	12%
FedEx Standard Overnight							
FedEx 1Day Freight							
FedEx 2Day Freight							
FedEx 3Day Freight							
FedEx 2Day A.M. Envelope		46 %	\$71,000.00 - \$121,499.99	42%			
FedEx 2Day A.M. Pak	\$121,500.00 - \$151,999.99				44%		
FedEx 2Day A.M. Envelope	\$152,000.00 - \$232,999.99		46%				
FedEx 2Day Pak	\$233,000.00 - \$384,499.99		48%				
FedEx 2Day	\$384,500.00 +		50%				
FedEx Express Saver Envelope							
FedEx Express Saver Pak							
FedEx Express Saver							
Ground Domestic Single Piece Home Delivery Domestic Single Piece	10 %	\$71,000.00 - \$121,499.99	7%				
		\$121,500.00 - \$151,999.99	8%				
		\$152,000.00 - \$232,999.99	10%				
		\$233,000.00 - \$384,499.99	11%				
		\$384,500.00 +	12%				

Bonus Discount:

Automation Discount. In consideration of Customer using an approved automation device, Customer will receive the automation bonus discount identified below for the time period(s) and Service(s) specified.

Upon the request of Customer, FedEx will provide a list of automation bonus discount eligible devices. Automation bonus discount eligible devices are subject to change by FedEx. Where Customer uses an automation bonus discount eligible device, Customer's automation bonus discount is in addition to any other discounts.

From the Effective Date of this Agreement, a per shipment discount will apply to the applicable base rate (excluding fuel surcharges, duties and taxes, special handling fees, surcharges, ancillary or other charges) on all shipments, according to the following table(s).

Service(s)	Discount(s)	Service(s)	Discount(s)
FedEx Priority Overnight Envelope	0%	FedEx 2Day Pak	0%

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Service(s)	Discount(s)	Service(s)	Discount(s)
FedEx Priority Overnight Pak	0%	FedEx 2Day	0%
FedEx Priority Overnight	0%	FedEx Express Saver Envelope	0%
FedEx Standard Overnight Envelope	0%	FedEx Express Saver Pak	0%
FedEx Standard Overnight Pak	0%	FedEx Express Saver	0%
FedEx Standard Overnight	0%	FedEx 1Day Freight	0%
FedEx 2Day A.M. Envelope	0%	FedEx 2Day Freight	0%
FedEx 2Day A.M. Pak	0%	FedEx 3Day Freight	0%
FedEx 2Day A.M.	0%		
FedEx 2Day Envelope	0%		

United States Fees and Surcharges Modifications ("Surcharge Modifications"):

Any Surcharge Modifications are only applicable at the specific Customer Level ID in this section, any Surcharge Modifications listed in a separate Agreement, Attachment, Addendum, or Amendment are retained, unless otherwise stated herein.

If any Surcharge Modifications are listed in this section the specified Surcharge Modifications shall be applicable for the individual accounts linked to the Customer Level ID in this section, regardless of any Surcharge Modifications in separate Agreements, Attachments, Addenda, or Amendments.

All ancillary service fees, surcharges, special handling fees, average minimum weights for shipment weight rating or other charges, or dimensional weighting not identified in this Agreement, its Attachments, Addenda or Amendments will be assessed as per the published list amounts for such fees/charges in the FedEx Service Guide in effect on the date of shipment.

FedEx One Rate is not subject to residential surcharges, delivery area surcharges and fuel surcharge, thus any modifications to these charges are not applicable to FedEx One Rate. However, FedEx One Rate is subject to other charges including ancillary service fees, surcharges, special handling fees, qualifying shipment weights as published in the FedEx Service Guide unless otherwise listed in a separate Agreement, Attachment, Addendum, or Amendment.

Term	Term Start	Term End	Base Rate
1	Effective Date	July 17, 2026	Service Guide in Effect on Date of Shipment
2	July 18, 2026	Does Not Expire	Effective from the start date of Term 2, all Surcharge Modifications in the table(s) above will be assessed as per the published list amounts for such fees/charges in the FedEx Service Guide in effect on the date of shipment.

Express Surcharges

Name of Surcharge	Application	Applicable Zones	Modifications
Delivery Area Surcharge Extended - Commercial	Domestic Express	All Zones	-50.0%
Delivery Area Surcharge Extended - Residential	Domestic Express	All Zones	-50.0%
Delivery Area Surcharge - Residential	Domestic Express	All Zones	-50.0%
Delivery Area Surcharge Standard - Commercial	Domestic Express	All Zones	-50.0%
Domestic Email Return Label	Domestic Express	All Zones	-50.0%
Domestic Residential Delivery Non-Freight	Domestic Express	All Zones	-50.0%
Print Return Label	Domestic Express	All Zones	-100.0%
Saturday Delivery	Domestic Express	All Zones	-100.0%
Saturday Delivery	FedEx Domestic One Rate	All Zones	-100.0%
Saturday Pickup	FedEx Domestic One Rate	All Zones	-100.0%
DIM	FedEx Priority Overnight Envelope	-	194.0
DIM <=1 Cu FT	FedEx Priority Overnight Envelope	-	194.0
DIM	FedEx Priority Overnight Pak	-	194.0
DIM <=1 Cu FT	FedEx Priority Overnight Pak	-	194.0
DIM	FedEx Priority Overnight	-	194.0
DIM <=1 Cu FT	FedEx Priority Overnight	-	194.0
DIM	FedEx Standard Overnight Envelope	-	194.0
DIM <=1 Cu FT	FedEx Standard Overnight Envelope	-	194.0
DIM	FedEx Standard Overnight Pak	-	194.0
DIM <=1 Cu FT	FedEx Standard Overnight Pak	-	194.0
DIM	FedEx Standard Overnight	-	194.0

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Name of Surcharge	Application	Applicable Zones	Modifications
DIM <=1 Cu FT	FedEx Standard Overnight	-	194.0
DIM	FedEx 2Day A.M. Pak	-	194.0
DIM <=1 Cu FT	FedEx 2Day A.M. Pak	-	194.0
DIM	FedEx 2Day A.M.	-	194.0
DIM <=1 Cu FT	FedEx 2Day A.M.	-	194.0
DIM	FedEx 2Day Pak	-	194.0
DIM <=1 Cu FT	FedEx 2Day Pak	-	194.0
DIM	FedEx 2Day	-	194.0
DIM <=1 Cu FT	FedEx 2Day	-	194.0
DIM	FedEx Express Saver Pak	-	194.0
DIM <=1 Cu FT	FedEx Express Saver Pak	-	194.0
DIM	FedEx Express Saver	-	194.0
DIM <=1 Cu FT	FedEx Express Saver	-	194.0
DIM	FedEx 1Day Freight	-	194.0
DIM	FedEx 2Day Freight	-	194.0
DIM	FedEx 3Day Freight	-	194.0

Ground Surcharges

Name of Surcharge	Application	Applicable Zones	Modifications
Additional Handling Surcharge - Dimension	Ground US, Home Delivery US	2, 3, 4, 5, 6, 7, 8, 9, 14, 17, 22, 23, 25, 92, 96	-50.0%
Charge for Oversized Packages	Ground US, Home Delivery US	2, 3, 4, 5, 6, 7, 8, 9, 14, 17, 22, 23, 25, 92, 96	-50.0%
Continental US Ground DAS Extended - Commercial	Ground US	All Zones	-50.0%
Continental US Ground DAS Standard - Commercial	Ground US	All Zones	-50.0%
Email Return Label	Ground US, Home Delivery US	All Zones	-50.0%
Home Delivery Delivery Area Surcharge Extended - Residential	Home Delivery US	All Zones	-50.0%
Home Delivery Delivery Area Surcharge - Residential	Home Delivery US	All Zones	-50.0%
Print Return Label	Ground US, Home Delivery US	All Zones	-50.0%
Residential Charge	Home Delivery US	All Zones	-50.0%
DIM >= Breakpoint	Ground US	-	225.0
DIM < Breakpoint	Ground US	-	225.0
DIM >= Breakpoint	Home Delivery US	-	225.0
DIM < Breakpoint	Home Delivery US	-	225.0

Commitments:

Country	Application	Minimum Average Daily Volume	Minimum Average Annual Volume	Average Gross Revenue per Day	Average Gross Charge per Year	Average Gross Charge per Package	Average Gross Charge per Shipment
United States	Domestic Express						
	Express Non-Freight	0.10	-	\$2.00	-	\$33.10	-
	FedEx Domestic One Rate						
	Express Non-Freight	-	5,819.00	-	\$180,655.80	\$31.00	-
	Ground Domestic Single Piece						
	Ground Domestic Single Piece	5.30	-	\$66.70	-	\$12.60	-

APPENDIX

UNITED STATES

For Services receiving a percentage off, discounts are based on the published base rates. For Services on net rates, if any, the below net rate tables supersede the published base rate. In addition, any fraction of weight is rounded up to the next higher weight break as per the applied base rates.

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The pricing in this attachment does not apply to individual FedEx accounts with separate specific pricing from prior agreements.

United States Domestic Express:

<http://www.fedex.com/us/service-guide/our-services/index.html>.

United States FedEx Domestic One Rate:

https://www.fedex.com/content/dam/fedex-com/hdn/One_Rate_Special_P8_Pricing_Agreement.pdf.

United States Ground Domestic Single Piece:

<http://www.fedex.com/us/service-guide/our-services/index.html>.

United States Ground Domestic MWT:

<https://www.fedex.com/en-us/shipping/multiweight.html>.

Please see <https://www.fedex.com/en-us/shipping/multiweight.html> for information on applicable minimum charges. Any aggregation of packages weighing between the deficit weight and the minimum shipment weight will be rated at the minimum shipment weight.

United States Minimum Charges:

Express:

Customer agrees to pay the greater of the net charge based on Customer's discounts, if any, for a given Service or the minimum net charge as defined in the FedEx Service Guide, on [fedex.com](https://www.fedex.com).

In case reductions to the minimum net charge apply, the minimum net charge for each Service will be revised as the applicable base rate for the zone(s) and weight(s) combination(s) less any reduction amount.

Minimum charges are subject to change with any increase in applicable base rate during the time period of the Agreement.

Ground:

Customer agrees to pay the greater of the net charge based on Customer's discounts, if any, for a given Service or the minimum net charge as defined in the FedEx Service Guide or on [fedex.com](https://www.fedex.com).

In case reductions to the minimum net charge apply, the minimum net charge for each Service will be revised as the applicable base rate for the zone(s) and weight(s) combination(s) less any reduction amount.

Minimum charges are subject to change with any increase in applicable base rate during the time period of the Agreement.



One app to replace them all

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92373, United States📅 **Created Date:** July 15, 2024📅 **Expiration Date:**

Products

Product Name	Stated Start Date	Stated End Date	Service Term (Months)	List Price	PUPM	Discount	Quantity	Total Price (USD)
ClickUp Business Plus Plan Seats	July 17, 2024	July 16, 2025	12	\$19.00	\$19.00	0%	15	\$3,420.00
Productivity Power Pack	July 17, 2024	July 16, 2025	12	\$250.00	\$250.00	0%	1	\$3,000.00
ClickUp Brain	July 17, 2024	July 16, 2025	12	\$7.00	\$5.00	28.57%	15	\$900.00


Total fees (USD): **\$7,320.00**
Billing Frequency: Annually**Payment Terms:** Net 30**PO# (N/A if none):**

Terms

Services: Productivity management software including but not limited to task management, time management, resource management, personal productivity features such as notes, calendars, agendas, as well as file storage (the "Services"). The Services are subject to the Terms referenced in this Order Form. The initial Service Term shall begin on the later of the Stated Start Date and the date of the Customer's original signature hereto.

This SaaS Services Order Form ("Order Form") is entered into on the date of the Customer's original signature hereto (the "Order Form Effective Date") between Mango Technologies, Inc. DBA ClickUp with a place of business at 350 Tenth Ave, Suite 500, San Diego, CA 92101 ("ClickUp" or "Company"), and the Customer listed above ("Customer"). Customer acknowledges that this Order shall be governed by ClickUp's Terms of Use, found at <https://clickup.com/terms> (the "Terms"); to the extent there is a conflict between this Order and the Terms, this Order shall control. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. The discount listed in this Order Form will expire at the end of the initial Service term.

Additional AI Terms: To the extent that the Customer uses ClickUp AI, the ClickUp AI Additional Terms found at <https://www.clickup.com/terms/ai> apply.

Contract Termination: This Order Form supersedes and replaces the Customer's existing subscription with a service end date of May 5, 2025. The estimated value is approximately \$3,469.81 as of stated start date.

Signatures

Signature:



Name: Tim O'Brien

Title: Director, Business Services, CFO

Email: tobrien@sageoak.education

Date: 7/22/2024

Signature:



Name: Matt Bauman

Title: Sr. Director of Sales

Email: mattb@clickup.com

Date: July 15, 2024



One app to replace them all

Professional Services Statement of Work

ClickUp ("Company" or "ClickUp") is engaged by Sage Oak Charter Schools ("Customer" or "the Customer") under this Professional Services Statement of Work (the "SOW") to deliver the services outlined and described below (the "Professional Services").

Online SOW

Based on the ClickUp Order Form, Sage Oak Charter Schools has purchased a standard services product from our Online SOW catalog. Please review your specific SOW, which may be found at <https://public-doc.clickup.com/36760286/p/h/131upy-582/7d8c5d1ebc206b2/131upy-582>. If Sage Oak Charter Schools has purchased a custom services product, in addition to a standard services product listed in ClickUp's Online SOW catalog, it will be referenced in a Custom SOW shown below.

Electronic Record of Contracts

This document was generated as a record of certain contracts created, accepted and stored electronically.



Summary of Contracts

This document contains the following contracts.

Title	ID
Order Form (Sage Oak Charter Schools and ClickUp)	f6079dd9-8d9e-42ac-b31e-0c3abe450e81

Contract signed by:

Tim O'Brien	Signer ID: 6acd7345-abb1-4d23-a929-d52572d9ea44
	Email: tobrien@sageoak.education
Date / Time:	Jul 22, 2024 at 12:52 PM EDT
IP Address:	47.178.38.113
User Agent:	Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/126.0.0.0 Safari/537.36

CORPORATE ACCOUNT AGREEMENT AND TERMS & CONDITIONS

1. Definitions

“Agreement” means this Corporate Account Agreement and Terms & Conditions.

“Corporate Account” means a new or existing business account created between Corporate Account Holder and Corporate Sales.

“Corporate Account Holder” means the business entity entering into this Agreement.

“Corporate Account Representative” means the Corporate Sales employee assigned to manage a specific Corporate Account and can be identified through the Online Account Management Tool.

“Corporate Account Authorized Driver” means anyone driving U-Haul Equipment rented using a Corporate Account with the express consent of Corporate Account Holder.

“Corporate Customer” means the individual entering into a U-Haul Equipment Contract with a U-Haul Rental Company using a Corporate Account with the express consent of Corporate Account Holder.

“Corporate Sales” means a department within the U-Haul System acting on behalf of U-Haul Rental Companies which manages and services Corporate Accounts.

“Dealer” means an independent business renting U-Haul Equipment on behalf of a U-Haul Rental Company.

“Online Account Management Tool” means the online portal, located at www.uhaul.com/business, through which Corporate Account Holders access their account.

“Services” means the items available for purchase or rent through your Corporate Account, including U-Haul Equipment and coverages, as reflected on the Manage Services page in the Online Account Management Tool.

“U-Haul Equipment” means any truck, vehicle, trailer, tow dolly, storage unit, U-Box container, retail purchase or physical item available for rent or purchase from a U-Haul Rental Company.

“U-Haul Equipment Contract” means the rental agreement entered into by a Corporate Customer for the rental of a specific piece of U-Haul Equipment, including the Rental Contract Addendum/Document Holder.

“U-Haul Rental Company” means the U-Haul entity entering into a U-Haul Equipment Contract or U-Haul Storage Contract with Corporate Customer. See Exhibit B for a list of U-Haul Rental Companies.

“U-Haul Vehicle” means any U-Haul rental truck, pick-up truck, and van.

“U-Haul Storage Contract” means the storage rental agreement entered into by a Corporate Customer for the rental of specific storage units.

“U-Haul System” means U-Haul International, Inc., U-Haul Rental Companies, and their parents, affiliated entities, related companies, subsidiaries, and agents.

2. Applicability

This Agreement applies to all Corporate Accounts and all U-Haul Equipment rentals or other transactions entered into under a Corporate Account. This Agreement supersedes any prior agreement entered into between Corporate Account Holder and Corporate Sales, except to the extent that Corporate Account Holder has entered into a Master Agreement. For those Corporate Account Holders that have signed a Master Agreement, the Master Agreement will be controlling over any inconsistent terms and conditions contained herein. Corporate Sales reserves the right to revise and modify this Agreement without prior notice.

Corporate Accounts are not available for Moving Companies or Junk Removal Companies. Corporate Accounts are also not available for any federal agency, department or branch of the federal government since the U-Haul Rental Companies are not a registered federal contractor. If Corporate sales becomes aware of the fact that the Corporate Account Holder operates as a Moving Company, Junk Removal Company, or a federal agency, Corporate Sales has the right to immediately and without prior notice terminate the Corporate Account in its sole discretion.

Corporate Sales has the right to immediately and without prior notice terminate the Corporate Account in its sole discretion regardless of whether the Corporate Account Holder has breached the terms of this Agreement. Corporate Account Holder agrees and affirms that all rentals or other transactions entered into under a Corporate Account is for the sole business use of Corporate Account Holder.

Corporate Account Holder agrees that its employees who rent U-Haul Equipment shall sign and enter into the U-Haul Equipment Contract and/or the U-Haul Storage Contract as provided to any other U-Haul customer in the normal course at the U-Haul Rental Company location. This Agreement shall not replace, control, govern over, modify or supersede the terms & conditions contained in U-Haul Equipment Contracts and U-Haul Storage Contracts entered into by Corporate Account Holder or Corporate Customer, except as specifically stated in this Agreement. Corporate Account Holder is financially responsible for all charges incurred under the Corporate Account by its employees. Corporate Account Holder is responsible for advising its employees that employees are required to provide a personal credit card for any additional services or storage purchased by its employees that are the financial responsibility of the employee.

3. Administrative Benefits

Corporate Account Holder acknowledges and agrees that the Services selected during the Corporate Account setup and reflected on the Manage Services page of the Corporate Account Management Tool will be the only Services available for the Corporate Account. The Services selected can be changed at any time on the Manage Services page of the Online Account Management Tool or by contacting the assigned Corporate Sales Representative.

4. U-Haul Equipment Availability

If requested U-Haul Equipment for a reservation is not available at the time or location requested, an alternate equipment type may be offered. If the alternate equipment type is selected, Corporate Account Holder will be required to pay the applicable price for the alternate equipment type.

5. Reservation Limits

All new Corporate Accounts shall receive a limit of 5 reservations. An additional reservation limit may apply to a Corporate Account depending on the account type, activation date, or account status. A Corporate Account may be terminated in the event Corporate Sales discovers that the Corporate Account Holder is circumventing or otherwise renting outside the reservation limit. Corporate Account Holder may submit a written request to the assigned Corporate Sales Representative to request an account review every six (6) months to apply for a reservation limit increase. All reservation limit requests are decided at Corporate Sales' sole discretion. The following may be taken into consideration by Corporate Sales when determining approval for a reservation limit increase:

- a. A history of no credit card declines,
- b. U-Haul Equipment being returned on time, and
- c. U-Haul Equipment being returned undamaged.

6. U-Haul Equipment Use

All reservations under Corporate Accounts must be made through the Online Account Management Tool or by calling our corporate reservations team at 1.800.528.6042 Opt. 1 in order to receive Corporate Account pricing and benefits. No refunds for rate discrepancies will be given if the reservation is made outside the Corporate Account.

Corporate Account Holder agrees that its employees and/or agents who rent U-Haul Equipment will enter into a U-Haul Equipment Contract and/or U-Haul Storage Contract at the U-Haul Rental Company location dispatching the U-Haul Equipment, providing the storage units, and/or through U-Haul Truck Share 24/7®.

Corporate Account Holder acknowledges and agrees that they are solely responsible for ensuring any Corporate Account Authorized Driver is in full compliance with the Corporate Account Authorized Driver requirements below. Corporate Account Holder acknowledges and agrees to comply with this paragraph and the Corporate Account Authorized Driver Requirements and acknowledges that Corporate Account Holder's agreement to do so is material to Corporate Sales' decision to enter into this Agreement and U-Haul Rental Company's decision to enter into a U-Haul Equipment Contract. The failure to comply with this paragraph is a material breach of this Agreement, and Corporate Sales has the right to immediately and without prior notice terminate the Corporate Account in its sole discretion.

7. Accidents and Inspections

Corporate Account Holder acknowledges and agrees that they have a duty to and will immediately report any accident involving U-Haul Equipment rented pursuant to a Corporate Account. Notice should be provided to Repwest Insurance Company at uhaulclaims.com or 1-800-528-7134.

In the event of an accident, Corporate Account Holder further acknowledges and agrees that they have no right to conduct or allow any other party to conduct any inspection or testing of any U-Haul Equipment without the express written consent of an Officer of U-Haul Rental Company.

8. Corporate Account Authorized Driver Requirements

Corporate Account Authorized Drivers must be at least 18 years of age and possess a government issued Driver's License, Driver's Privilege Card or other government issued driver's card and be a current employee or agent of Corporate Account Holder at the time of any rental transaction and/or while driving any U-Haul Equipment. Corporate Account Holder affirms and warrants that any Driver's License, Driver's Privilege Card or other government issued driver's card of any Corporate Account Authorized Driver is valid and not subject to any suspension, revocation or other limitations that would prevent the Corporate Account Authorized Driver from legally driving the U-Haul Equipment. Corporate Account Holder agrees and affirms that Corporate Account Authorized Drivers have no authority to permit any individual not employed with or not an agent of Corporate Account Holder to drive any U-Haul Equipment without the U-Haul Rental Company's express written consent. Corporate Account Holder shall immediately notify Corporate Sales in the event the Corporate Account Authorized Driver is no longer employed by the Corporate Account Holder during the rental period. Corporate Account Holder is responsible for charges incurred by the Corporate Account Authorized Driver up until the day Corporate Sales receives written notification from the Corporate Account Holder that the Corporate Account Authorized Driver is no longer employed by the Corporate Account Holder.

9. U-Haul Equipment Rental Period

Corporate Account Holder is responsible for ensuring the U-Haul Equipment is returned by the Corporate Account Authorized Driver by the date and time specified on the U-Haul Equipment Contract. Additional rental charges will apply if U-Haul Equipment is returned after the agreed upon time and date. U-Haul Rental Companies and Corporate Sales do not monitor the rental time unless the rental time exceeds ninety (90) days. Any extension of the return date and time on a specific U-Haul Equipment Contract cannot be guaranteed. U-Haul Rental Companies will use their best efforts to extend the rental time stated in the contract as requested by the Corporate Customer; however, extensions of the return date and time must be pre-approved by the U-Haul Rental Company renting the U-Haul Equipment.

If U-Haul Equipment is returned late three (3) or more times, Corporate Sales has the right to immediately and without prior notice terminate the Corporate Account in its sole discretion.

U-Haul Equipment must be returned to the location specified on the U-Haul Equipment Contract. If U-Haul Equipment is returned to a different location, a wrong destination fee may be assessed in accordance with the terms and conditions of the U-Haul Equipment Contract.

U-Haul Equipment must be returned in the same condition as when it was rented, reasonable wear and tear excepted. If damage to the U-Haul Equipment beyond reasonable wear and tear has occurred, repair costs and lost rental revenue for downtime during repairs, will be assessed in accordance with the terms and conditions of the U-Haul Equipment Contract unless, subject to any exclusions, Corporate Customer purchased one of the damage coverage options offered by the U-Haul Rental Company. In no event shall the Corporate Account Holder, Corporate Customer, or

Corporate Account Authorized Driver perform or authorize the performance of any repairs to the U-Haul Rental Equipment. Any needed repairs are to be completed only by U-Haul Rental Company personnel.

Long-term Rentals may not exceed a 90-day rental period and must be returned by the date and time and to the location specified on the U-Haul Equipment Contract. If U-Haul Equipment is needed longer than 90 days, the U-Haul Equipment must be returned before the expiration of the initial 90-day period, and a new reservation and U-Haul Equipment Contract will need to be made for the remainder of the rental term and every 90 days thereafter.

Corporate Sales, in their sole discretion, may offer the Corporate Account Holder a "Best Rate Guarantee" to those reservations that are twenty-one (21) days or less.

10. Payment

Corporate Account Holder shall be responsible for payment for any and all charges incurred or purchases made pursuant to this Agreement. These charges may include, but are not limited to, rental charges for U-Haul Equipment, support equipment (dollies, furniture pads), retail goods (locks, boxes, packing tape, propane), insurance coverages and Violations (defined in Section 11 below). Corporate Account Holder is responsible for ensuring the Corporate Customer provides a PO number, if any, Corporate Account number, or other Corporate Account Holder identifying information when purchasing propane at a U-Haul Rental Company location. Corporate Account Holder shall also ensure that the Corporate Customer receives a printed receipt with said identifying information.

Corporate Account Holder must keep their Corporate Account updated with the most current name, phone number, physical address, e-mail address, and payment method. This can be done through the Online Account Management Tool or contacting the assigned Corporate Sales Representative. For reservations of less than seven (7) days on credit card on file Corporate Accounts, the credit card on file will be pre-authorized for the full amount at the time of dispatch. If the reservation is for more than 7 days, the credit card on file will be charged for the first week up front and then weekly thereafter until the U-Haul Equipment is returned. Charges will be assessed monthly (28 days) or upon return of the U-Haul Equipment for Corporate Accounts with direct billing. Corporate Sales does not accept pre-paid credit cards. Although credit cards are the preferred method of payment, debit cards shall be treated as cash.

Corporate Accounts approved for direct billing will receive consolidated billing statements or monthly invoices. Credit card on file Corporate Accounts will be billed weekly for each piece of U-Haul Equipment in advance and each charge receipt will be emailed to the email address provided on the Corporate Account. Credit card on file Corporate Accounts will not receive summary statements, and all accounting will be the sole responsibility of Corporate Account Holder.

Corporate Sales has the right to immediately and without prior notice terminate the Corporate Account in its sole discretion under any of the following circumstances:

1. Payment processing for credit card on file Corporate Accounts declines three (3) or more times due to no error of Corporate Sales;
2. Entering into three (3) or more promissory notes for unpaid charges; and
3. Unpaid repair costs to U-Haul Equipment and lost revenue for downtime during repairs.

Corporate Sales and U-Haul Rental Companies will not be responsible for bank holds, overdraft fees or consequential damages that may occur if insufficient funds are available to pay all charges when due. Corporate Account invoice charges are managed by a department within the U-Haul System known as the U-Haul Collections & Credit Department. **A Corporate Account may only be referred to a third-party collection agency after a balance owing is a minimum of ninety (90) days past due, and seven (7) or more contacts with the Corporate Account Holder have been attempted unsuccessfully via phone and/or email.** In the event a Corporate Account is deemed to be uncollectable by U-Haul Collections & Credit Department, the Corporate Account shall be subject to a collection agency fee of no more than 15% of the balance owing.

11. Citations and other Violations

Corporate Sales and U-Haul Rental Companies will not be responsible for any citations, parking violations, moving violations or toll violations (“Violations”) incurred by Corporate Customer or Corporate Account Authorized Driver notwithstanding that the Violation may not have been issued directly to Corporate Customer or Corporate Account Authorized Driver. Violations incurred by Corporate Customer or Corporate Account Authorized Driver shall be the responsibility of Corporate Account Holder. For complete terms and conditions for handling of Violations, please refer to the U-Haul Equipment Contract.

12. Insurance

Except for the rental of storage units, Corporate Accounts require insurance coverage for all rented U-Haul Equipment. Corporate Account Holder can select from the following two options to meet this requirement:

1. Corporate Account Holder must provide Corporate Sales with a Certificate of Insurance (“COI”) confirming the following coverages and limits:
 - a. Commercial General Liability Insurance with limits not less than \$1,000,000 for each occurrence, Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations and a general aggregate limit of \$2,000,000; and
 - b. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 for each occurrence, Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

For the required coverage(s) as set forth above, Corporate Account Holder agrees that:

- a. Any and all deductibles shall be assumed by, for the account of, and at Corporate Account Holder’s sole risk.
- b. The Commercial General Liability and Commercial Automobile Liability Insurance coverage(s) shall include the following as Additional Insureds: the U-Haul Rental Companies as listed in Exhibit B and their parent corporations, affiliates, and independent dealers and each of their Officers, Directors, and Employees (hereinafter the “Additional Insureds”).

- c. Such coverage(s) are primary insurance and non-contributory over any other insurance available to the Additional Insured's and coverage(s) apply separately to each Additional Insured against whom a claim is made or a suit is brought.
 - d. All such coverage(s) shall provide a waiver of subrogation in favor of the Additional Insured's.
 - e. Corporate Account Holder shall furnish to Corporate Sales copies of the original COI's and additional insured endorsements evidencing the specified insurance coverage(s), prior to any U-Haul Equipment reservation by Corporate Account Holder.
 - f. All COI's and endorsements shall provide written notice to Corporate Sales, but not less than thirty (30) days' prior written notice, of any coverage(s) cancellation or material changes. Notice hereunder shall be provided to Corporate Sales as set forth in Section 17.
 - g. Coverage(s) shall be maintained for the duration of this Agreement.
2. Corporate Customer elects one of the coverage options offered by the U- Haul Rental Company. Corporate Sales reserves the right to require a COI for certain Corporate Accounts.

Corporate Account Holder acknowledges and agrees that the damage coverage(s) selected during the Corporate Account setup process and reflected on the Manage Services page of the Corporate Account Management Tool will be applied to all rentals. The damage coverage(s) selected can be changed at any time on the Manage Services page of the Online Account Management Tool or by contacting the assigned Corporate Sales Representative. All daily rates for Safe products such as [Safemove®](#), [Safemove Plus®](#), [Safetow®](#), [Safestor®](#), Safeload, or Safehaul can vary depending on location, equipment, transaction type and corporate rate schedule assigned. A deductible of up to \$1000 may be charged for damage to U-Haul equipment that has dispatched on a corporate contract. For additional information about available coverages, please contact your Corporate Sales Representative.

13. Contested Charges – Notice

In order to contest a charge, notice of the contested charge containing the contract number and an explanation describing why the charge is being contested must be sent, in writing, to the assigned Corporate Account Representative, who can be identified through the Online Account Management Tool, within 30 days of the date on the credit card charge receipt or for direct bill accounts, the date the invoice was generated for the charge in question. No refunds, reviews or audits will be granted unless notice is provided as described above.

Contesting any damage/cleaning charge will need to be addressed directly with the U-Haul Rental Company at the time the U-Haul Equipment is returned.

14. Third-Party Services – Moving Help®

Certain third-party services may be offered during your reservation process or through www.movinghelp.com. Moving Help® Service Providers are independent contractors not affiliated with Corporate Sales, any U-Haul Rental Company or any related entity. Consequently, it is the Corporate Customer's responsibility to monitor the packing and moving of personal items

by the third-party moving provider such as taking before and after photographs of personal items, and only providing the payment code once the job is completed to Corporate Customer's satisfaction. Please refer to www.movinghelp.com/customersupport/termsandconditions for complete terms and conditions.

15. Privacy Policy; Website Terms and Conditions

Corporate Account Holder agrees to the Privacy Policy, available at <https://www.uhaul.com/Legal/PrivacyPolicy/>, and to all the terms and conditions on uhaul.com when using the uhaul.com website or any affiliated U-Haul website. For the purposes referenced in the Privacy Policy and for the services being provided, Corporate Account Holder, Corporate Customer and/or Corporate Account Authorized Driver expressly consent to providing information, including Driver License information, contact information, and biometric data.

16. Location Data Collection

U-Haul Equipment may be equipped with a device which collects location data of the U-Haul Equipment ("Location Detection Device"). The U-Haul System may access and/or use the Location Detection Device in the event of the following:

- a. U-Haul Equipment is not returned at the time and location stated on the U-Haul Equipment Contract or any addendums thereto;
- b. Upon notice of illegal activity or other violation of the terms and conditions found in the U-Haul Equipment Contract;
- c. If U-Haul Equipment is reported missing, stolen, or abandoned to law enforcement or an entity within the U-Haul System;
- d. For the purposes of roadside assistance or other related services to the U-Haul Equipment;
- e. If requested by law enforcement or other appropriate governmental agency or court order and/or to comply with any legal or regulatory requirements;
- f. In the event of an emergency and/or to assist in dispatching emergency services;
- g. To monitor U-Haul Equipment for diagnostic, performance, repair, maintenance, and design purposes;
- h. To monitor U-Haul Equipment for fleet performance, migration, positioning, and repositioning purposes;
- i. To provide Corporate Account Holder with important information related to U-Haul System locations, return details, or other information that will provide you with better services; and/or
- j. For any other legitimate business purposes as authorized by law.

Once location data is collected, the U-Haul System will not share or sell any location data from the Location Detection Device with any external third-party other than as stated herein, subject to the U-Haul Privacy Policy available at <https://www.uhaul.com/Legal/PrivacyNotice/>. The U-Haul System may combine this information with information Corporate Account Holder previously provided to the U-Haul System to maintain safety, performance, and other similar information to deliver better services to Corporate Account Holder. Alternatively, the U-Haul System may de-identify collected information and location data and use it for any purpose in accordance with applicable law. Except where prohibited by law, the U-Haul System's use of this information may

also include storage of this information after the expiration of the U-Haul Equipment Contract term.

17. OEM and Telematics Data Collection

a. GPS Devices and Navigation or Infotainment Systems.

U-Haul Vehicles are manufactured by third-party vehicle manufacturers and may be equipped with devices, such as global positioning devices, OnStar® systems, event data recorders, or any other similar technology, which can collect personal information, location information, collision information and vehicle operation information (collectively “Vehicle Data”). The U-Haul System has no access to or control over the Vehicle Data, if any. The collection of Vehicle Data is subject to and governed by the vehicle manufacturer’s notices, terms and conditions, and privacy policy, which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices, descriptions of use and sharing of information and user responsibilities.

On U-Haul Vehicles equipped with satellite navigation or infotainment systems, personal information may be transferred to and stored on these systems if a Corporate Customer and/or Corporate Account Authorized Driver’s mobile device is connected or paired with the U-Haul Vehicle’s satellite navigation or infotainment systems. Corporate Sales and the U-Haul System cannot guarantee the privacy or confidentiality of such information and it is Corporate Account Holder’s responsibility to delete or clear personal information from these systems before returning the U-Haul Vehicle. If Corporate Account Holder fails or declines to do so, future users of the U-Haul Vehicle may be able to access personal information. Corporate Sales and the U-Haul System are not responsible for any location information or personal information that is left in the U-Haul Vehicle as a result of Corporate Customer and/or Corporate Account Authorized Driver’s use of the U-Haul Vehicle’s satellite navigation or infotainment systems.

b. Manufacturer Mobile Applications.

If Corporate Account Holder, Corporate Customer and/or Corporate Account Authorized Driver download a mobile application made available by the vehicle manufacturer and the U-Haul Vehicle in the mobile application, Corporate Account Holder’s, Corporate Customer’s and/or Corporate Account Authorized Driver’s use of the mobile application may result in the sharing of personal information, phone data, vehicle information, location information, and driving characteristics with the vehicle manufacturer (collectively “Personal Data”). Corporate Account Holder’s, Corporate Customer’s and/or Corporate Account Authorized Driver’s use of such mobile application is governed by and subject to the vehicle manufacturer’s notices, terms and conditions, and privacy policy, which may include system and service limitations, warranty exclusions, limitations of liability, wireless service provider terms, privacy practices, descriptions of use and sharing of information and user responsibilities. Corporate Sales and the U-Haul System cannot guarantee the privacy or confidentiality of the Personal Data and it is Corporate Account Holder’s, Corporate Customer’s and/or Corporate Account Authorized Driver’s responsibility to delete the mobile application and/or delete the U-Haul Vehicle from the mobile application before returning the U-Haul Vehicle. Corporate Sales and the U-Haul System are not responsible for any Personal Data that is left in the mobile application and U-Haul Vehicle as a result of Corporate Account Holder’s, Corporate Customer’s and/or Corporate Account Authorized Driver’s use of the mobile application.

18. Term of the Agreement/Termination

This Agreement shall begin upon Corporate Sales' approval of the Corporate Account application and continue until terminated by Corporate Sales or Corporate Account Holder. This Agreement may be terminated in writing by either party without prior notice.

19. Arbitration

Corporate Account Holder hereby acknowledges and agrees that this Agreement is subject to the Arbitration Agreement set forth in Exhibit A below. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of the agreement to arbitrate, shall be determined by arbitration pursuant to the Arbitration Agreement set forth in Exhibit A below, which is incorporated herein and made a part of this Agreement.

20. Notice

Notices and other communications under this Agreement must be done in writing to the assigned Corporate Account Representative, who can be identified through the Online Account Management Tool.

21. Governing Law

Any disputes and controversies between Corporate Sales and Corporate Account Holder shall be interpreted and construed in accordance with the law of the State of Arizona.

Any and all claims, controversies and causes of action arising between a U-Haul Rental Company and Corporate Account Holder and/or Corporate Customer, whether sounding in contract, tort or statute, shall be governed by the law of the State where that dispute, cause of action, or claim arises, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction.

22. Assignment

Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by Corporate Account Holder without the prior written consent of Corporate Sales. Corporate Sales reserves the right to assign this Agreement and any rights, interests, or obligations under this Agreement.

23. Severability

If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.

24. Waiver

Any provision or condition of this Agreement may be waived at any time by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

25. Headings

The headings contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

26. Exhibits

The exhibits referenced in this Agreement are part of this Agreement as if fully set forth in this Agreement.

27. Amendment

This Agreement may be amended from time to time by Corporate Sales in its sole discretion, and the Corporate Account Holder will be notified, via the email address listed in the Online Account Management Tool or the Online Account Management Tool, of any such changes thirty (30) days prior to changes taking effect ("Notice"). For the avoidance of doubt, such changes will apply to this Agreement. The Corporate Account Holder shall have thirty (30) days from receipt of such Notice to terminate this Agreement without further liability. Should the Corporate Account Holder fail to cancel within this timeframe, the Corporate Account Holder shall be deemed to have accepted the modified Agreement.

Exhibit A

Arbitration Agreement

1. General. You acknowledge and agree that Your business has an effect on interstate commerce, and as such, this Arbitration Agreement shall be construed, interpreted and governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* (the “FAA”). You agree that any and all Claims between You and the Company arising out of or relating in any way to the Corporate Account Agreement and Terms & Conditions and/or any individual U-Haul Equipment Contract entered into using a Corporate Account (the “Underlying Agreement”) shall, except as provided by law and herein, be submitted to binding arbitration, to be resolved by one (1) arbitrator (the “Arbitrator”) through final and binding arbitration on an individual basis only and not by court or jury trial, or by class, collective, or representative action. The Arbitrator shall also resolve any disputes regarding the arbitrability of any Claim hereunder, including all issues relating to the enforcement of the Class Action Waiver. The arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with this Arbitration Agreement and the Commercial Arbitration Rules and Mediation Procedures (www.adr.org). Judgment on the award may be entered in any court having jurisdiction.

2. Definitions.

“**Company**” means U-Haul Rental Company and its respective subsidiaries, insurers, parents, affiliates, agents, and dealers.

“**You**” or “**Your**” means Corporate Account Holder and its respective parents, subsidiaries, affiliates, agents, and employees.

“**Claim**” or “**Claims**” is to be broadly interpreted to include any dispute, claim or cause of action arising out of or relating to Your dealings with the Company pursuant to the Underlying Agreement. Claims include but are not limited to any and all legal theories and all statutory and tort claims.

3. **Class Action Waiver**. You and the Company agree to resolve any Claim that is in arbitration on an individual basis only, and not on a class, collective action, or representative basis (“**Class Action Waiver**”) (other than actions under the Private Attorneys General Act of 2004, California Labor Code § 2698 *et seq.* (“**PAGA**”)), and You shall not participate in or recover relief under any current or future class, collective, or representative (non-PAGA) action brought against the Company by a third party. The Arbitrator shall have no authority to consider or resolve any Claim or issue any relief on any basis other than an individual basis. The Arbitrator shall have no authority to consider or resolve any Claim or issue any relief on a class, collective, or representative basis. In any case in which (i) the Claim is filed as a class, collective, or representative action and (ii) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective, and/or representative action to that extent

must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

4. Modification. In the event the Company modifies the terms and conditions of this Arbitration Agreement, Your continued use of the Company's services subsequent to any such modification shall constitute Your consent to such modifications.
5. Notice and Demand Procedure. The party bringing a Claim must send, by certified mail, a written notice of dispute ("Notice"), which shall include identification of the parties thereto, a statement of the legal and factual basis of the Claim(s), and a specification of the remedy sought. Notice to the Company shall be sent to:

U-Haul Arbitration
2721 North Central Ave., 5th Floor
Phoenix, AZ 85004

Notice to You shall be sent to the address designated in the Underlying Agreement to receive Notice (in each case, "Notice Address"). If the parties do not resolve the Claim within sixty (60) days after Notice is received by the recipient, or within five (5) business days of the recipient party's written denial of any Claim, the petitioning party may commence an arbitration proceeding by filing a demand for arbitration and serving the recipient party. During the arbitration, the amount of any settlement offer made by the Company or You shall not be disclosed to the Arbitrator until after the Arbitrator determines the amount, if any, to which the Company is or You are entitled.

6. Arbitration Rules. The AAA Commercial Arbitration Rules and Mediation Procedures (www.adr.org/sites/default/files/CommercialRules_Web-Final.pdf) apply in the arbitration of all Claims with the following exceptions:
 - i. *Arbitrator Selection*. Selection of an arbitrator shall be in accordance with R-12 of the AAA Commercial Arbitration Rules and Mediation Procedures. If the parties are unable to agree to an arbitrator from the initial list of 10 arbitrators selected from the National Roster, AAA will provide additional lists of 10 arbitrators selected from the National Roster until the parties can agree upon an arbitrator. This process for the selection of an arbitrator will govern regardless of the number of claimants and respondents.
 - ii. *Number of Arbitrators*. A single Arbitrator shall preside over the arbitration, except that You and the Company may mutually agree to proceed before a panel of three (3) Arbitrators.
 - iii. In the event of an arbitration involving both Corporate Account Holder and Corporate Customer and/or an employee or agent of Corporate Account Holder

arising out of or relating to a U-Haul Equipment Contract, the Arbitration Agreement applicable to the U-Haul Equipment Contract shall apply.

7. Arbitrator's Authority. The Arbitrator shall:

- i. Be bound by the terms of this Arbitration Agreement;
- ii. Resolve all disputes regarding the arbitrability of any Claim hereunder, including all issues relating to the enforcement of the Class Action Waiver;
- iii. Decide all issues based on the evidence and arguments submitted by the parties;
- iv. Issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based and to identify the specific types of damages awarded, if any;
- v. Award any form of individual relief, including equitable relief, injunctions, and other relief available under applicable law;
- vi. Make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceedings;
- vii. Apply a statute of limitations to all Claims as though such Claims were brought in an appropriate court of competent jurisdiction;
- viii. Participate in a post-decision Arbitrator interview for the purpose of providing candid feedback to a party concerning the effectiveness and persuasiveness of its presentation of evidence and arguments. Such Arbitrator interview shall be held after the final conclusion of the matter and be conducted telephonically or in-person at the election and expense of the requesting party. The Arbitrator will be compensated at the hourly rate that prevailed during the arbitration proceedings. Nothing in this section requires the Arbitrator to communicate in a way that violates ethical standards. Nothing disclosed by the Arbitrator in the Arbitrator interview may be used as a basis to challenge the Arbitrator's decision; and
- ix. Retain jurisdiction to resolve issues between the parties concerning interpretation and application of the decision. Such post-decision issues shall be resolved based on written submissions only. A deposit for the Arbitrator's time to resolve a post-decision issue shall be set by the Arbitrator and advanced by the requesting party with such deposit reimbursable in whole or in part at the Arbitrator's discretion.

8. Confidentiality. In order to protect the confidential, proprietary, and trade secret information of the parties, the Company and You agree to enter into a confidentiality agreement as

negotiated by You and the Company. If You and the Company cannot agree on the confidentiality agreement, the Arbitrator shall have the sole responsibility for determining the appropriate scope of the confidentiality agreement. In no event shall the confidentiality agreement in any way prevent You or the Company from using any document marked as “confidential” in an arbitration proceeding under this Arbitration Agreement, subject to any ruling on admissibility by the Arbitrator.

9. Governing Law. Except as otherwise stated herein, the interpretation of this Arbitration Agreement shall be governed by the laws of the state of Arizona without regard to the choice or conflicts of law provisions of any jurisdiction. Any Claim arising out of or in connection with this Arbitration Agreement that is not subject to the provisions contained herein shall be subject to the exclusive jurisdiction of the state and federal courts located in the City and County of Phoenix, Arizona.
10. Entire Agreement. This Arbitration Agreement is the full and complete agreement relating to the formal resolution of disputes arising hereunder and supersedes all prior and contemporaneous agreements and understanding, whether written or oral, relating to such subject matter in any way. Except as stated herein, in the event any portion of this Arbitration Agreement is deemed unenforceable, the remainder of this Arbitration Agreement shall remain in full force and effect. In the event this Arbitration Agreement conflicts with any other arbitration agreement between the parties, this Arbitration Agreement shall control.
11. Alternate Forum. If AAA cannot or will not administer the arbitration, You and Company shall submit the Claims to another nationally recognized arbitration forum which shall be subject to all other terms and conditions of this Arbitration Agreement. By mutual written agreement, the parties may select an arbitration forum other than AAA and/or modify the procedural arbitration rules.

EXHIBIT B – U-Haul Rental Companies

U-Haul Co. of Alabama, Inc.	U-Haul Co. of Mississippi
U-Haul Co. of Alaska	U-Haul Company of Missouri
U-Haul Co. of Arizona	U-Haul Co. of Montana, Inc.
U-Haul Co. of Arkansas	U-Haul Co. of Nebraska
U-Haul Co. of California	U-Haul Co. of Nevada, Inc.
U-Haul Co. (Canada) Ltd	U-Haul Co. of New Hampshire, Inc.
U-Haul Co. of Colorado	U-Haul Co. of New Jersey, Inc.
U-Haul Co. of Connecticut	U-Haul Co. of New Mexico, Inc.
U-Haul Co. of District of Columbia, Inc.	U-Haul Co. of New York and Vermont, Inc.
U-Haul Co. of Florida	U-Haul Co. of North Carolina
U-Haul Co. of Georgia	U-Haul Co. of North Dakota
U-Haul of Hawaii, Inc.	U-Haul Co. of Oklahoma, Inc.
U-Haul Co. of Idaho, Inc.	U-Haul Co. of Oregon
U-Haul Co. of Illinois, Inc.	U-Haul Co. of Pennsylvania
U-Haul Co. of Indiana, Inc.	U-Haul Co. of Rhode Island
U-Haul Co. of Iowa, Inc.	U-Haul Co. of South Carolina, Inc.
U-Haul Co. of Kansas, Inc.	U-Haul Co. of South Dakota, Inc.
U-Haul Co. of Kentucky	U-Haul Co. of Tennessee
U-Haul Co. of Louisiana	U-Haul Co. of Texas
U-Haul Co. of Maine, Inc.	U-Haul Co. of Utah, Inc.
U-Haul Co. of Maryland, Inc.	U-Haul Co. of Virginia
U-Haul Co. of Massachusetts and Ohio, Inc.	U-Haul Co. of Washington
U-Haul Co. of Michigan	U-Haul Co. of West Virginia
U-Haul Co. of Minnesota	U-Haul Co. of Wisconsin, Inc.
	U-Haul Co. of Wyoming, Inc.



- [➡ Sign out](#)
- [Account #: 99234048](#)
- [Place an order](#)
- [Move quotes](#)
- [Order search](#)
- [Invoice search](#)
- [Manage storage](#)
- [Edit billing contact info](#)
- [Edit primary contact info](#)
- [Manage services](#)
- [Manage access](#)
- [Edit my sign in info](#)
- [Issue employee certificate](#)
- [Certificate search](#)
- [View Account balance](#)

Credit Limit: \$1,000.00
Account balance: \$0.00

Account Number#
99234048

Credit Administration:
Credit_Administration@uhaul.com
[800-345-5876](tel:800-345-5876)

Remit Payment To:
U-Haul
PO BOX 52128
Phoenix, AZ 85072-2128

- [View Contact Info](#)

Account Executive:
Chelsey Drausin
Chelsey_Drausin@uhaul.com
[6026065426](tel:6026065426)

Sales Manager:
RYAN Moore
ryan_moore@uhaul.com
[6026065447](tel:6026065447)

Corporate Reservations:
For questions about your reservation, call
[800-528-6042](tel:800-528-6042)

Manage Services

Those users with permission to place orders on your account are only allowed to purchase the selected services from this list.

Terms & Conditions

[View/Print Terms & Conditions](#)

Terms & Conditions agreed to by [Shane Williams] on [8/12/2024 5:20 PM]

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Don Feeney
Sage Intacct, Inc.
300 Park Ave, Floor Suite 1400
San Jose, CA 95110
(408) 878-0900

Date: 22-Jul-2024
Offer Expires: 21-Aug-2024
Quote #: Q-608509

Add-on Order Schedule

Prepared For:

Name: Tim O'Brien
Company: Sage Oak Charter Schools
Address: 1473 Ford Street, Suite 105
Redlands, CA 92373
Phone: (888) 435-4445
Email: tobrien@sageoak.education

Bill To:

Name: Tim O'Brien
Company: Sage Oak Charter Schools
Address: 1473 Ford Street, Suite 105
Redlands, CA 92373
Phone: (888) 435-4445
Email: tobrien@sageoak.education

Subscription Term Length: 9 (months)

Subscription Period: 22-Jul-2024 through 14-Apr-2025

Subscription Invoicing: Subscription fees are invoiced upon execution of this Order Schedule.

Subscription Payment Terms: Net 30 from date of invoice.

Products

Sage Intacct Services

Product Name	Description	Quantity	Net Price Each	Total Price
Sage Intacct Web Services - Developer License	This license gives you the right to develop applications that access Sage Intacct's public Web Services connections, allowing customers and partners to create, update, and delete records within Sage Intacct via an API interface rather than through the application. Includes one (1) development environment. This license is required for any development relating to Sage Intacct's Web Services connections, whether by a third-party or for a company's internal use case.	1.00	1,710.00	1,710.00
Sage Intacct Services Total:				USD 1,710.00

Grand Total: USD 1,710.00

TERMS:

- This Order Schedule is subject to the Agreement between Sage Intacct, Inc. and Sage Oak Charter Schools with effective date 23-Mar-2023, inclusive of any subsequent modifications. All terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. Prices shown above do not include any taxes that may apply.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers or representatives, either by signature below or by electronic signature through DocuSign.

Sage Oak Charter Schools

Sage Intacct, Inc.

DocuSigned by:

Tim O'Brien

725EEEEED33D74BC...

(Authorized Signature)

DocuSigned by:

Charlie McGillis

37AA75E2FF6F430...

(Authorized Signature)

Tim O'Brien

Charlie McGillis

Director, Business Services, CFO

Senior Manager

(Printed Name and Title)

(Printed Name and Title)

7/26/2024 | 12:44 PM PDT

7/26/2024 | 1:12 PM PDT

(Signature Date)

(Signature Date)

tobrien@sageoak.education

charlie.mcgillis@sage.com

Exhibit A

Additional Terms and Conditions

The following terms are added to, and in the event of a conflict prevail over, the Terms:



Statement of Work for The Sage Oak Charter Schools Web Presence



Prepared: July 8, 2024



I appreciate the opportunity you have given our agency to prepare an estimate to provide web-related services and programming for the Sage Oak website. With our firm's extensive experience in the design and maintenance of business enterprise Web sites, this project is one that we can execute with technological, creative, and strategic focus.

We love what we do and have a true passion for solving problems and identifying unique opportunities that the web and interactive mediums are capable of. Our clients enjoy our proactive approach and the innovation we bring, and although our projects are process driven, it does not limit our creative approach and team spirit. We encourage communication and dialog as we take on a true partnership role with you and your organization.

Contained within the following Statement of Work, (SOW), you will find a scope of work for your project as we understand it.

Thank you again for the opportunity to work on this project. If you have any questions, please call me directly. I can be reached at our office number, (714) 528.1133. Or my personal cell number, (909) 636.6265 or my email is don@evolvemedia.com

Sincerely,

A handwritten signature in blue ink that reads 'Don Grantham'.

Don Grantham
Principal and Director

PROJECT GOALS

Multiple updates and additions to the website sageoak.education

This includes layout updates, usability updates, technology updates, software and applications. We will continue updating and developing on the current WordPress platform. The new content will be designed to reflect a professional, user-friendly design with an emphasis on functionality and overall appearance. Content will be streamlined and organized to make navigation intuitive for the site's visitors. Keeping everything "clean and easy".

The new content will be produced to work properly in all popular browsers including the latest version of Microsoft Edge, Firefox, Chrome, and Safari. The site will be made responsive so that it renders well in all mobile and portable platforms. That includes smartphones and tablets.

- Research and planning
- Design and content development
- Programming and implementation

The work will be performed on an as-needed basis utilizing pre-purchased hours from our retainer packages. We will deduct hours from the retainer based on the work performed and we'll provide a summary of what was done, along with a running balance of the hours left within the retainer.

Retainer options are included in a separate document sent along with this SOW.



SOW for Sage Oak


Client Acceptance and Approval of SOW

If you accept the content of this Statement of Work, print, sign, and date this form, and send to info@evolvemedia.com.

Approved:

Print Name

Title



Signature

Date

Terms: All time and material will be deducted from the pre-purchased retainer. In the event that any work or task is outside of the scope of our hourly rate, we will proactively communicate this with our point of contact at Sage Oak. If any work that is asked to be performed exceeds the retain balance, we will communicate this with our point of contact at Sage Oak.

If the retainer has reached zero hours, we will continue to work at our regular hourly rate.

All payments are due to be sent within 15 days of their date of invoice.

The information contained in this SOW is valid for 30 days. SOW approved and signed by the client are binding upon Agency and Client commencing on date of signature.

Retainer will be purchased in blocks of 100 hours at a rate of \$10,120 or \$101.20 per hour



Sage Oak Charter Schools + Chat for Schools | 2024-2025

Sage Oak Charter Schools

1473 Ford Street, STE 105
Redlands, California 92374

Tim OBrien

Director of Business Services, CFO
tobrien@sageoak.education
9095347288

Reference: 20240725-125749848

Quote created: July 25, 2024

Quote expires: August 31, 2024

Quote created by: Sarah Lucas

Partnership Manager

sarahlucas@skillstruck.com

+13364551264

Services Offered by Skill Struck

Student Platform Access: Up to 200 users at Sage Oak Charter School will receive access to Chat for Schools, which provides curriculum and the full AI chat and tutor experience, pursuant to Skill Struck's [terms of service](#).

Teacher Platform and Tools: Skill Struck will also provide relevant administrators and teachers with in-platform tools related to the administration of and monitoring of student chat usage.

Customer Support: Skill Struck will provide customer support in accordance with our [Support Terms](#).

By signing this quote, you agree to Skill Struck's [terms of service](#).

Products & Services

Item & Description	Quantity	Unit Price	Total	Total
Chat for Schools - Minimum Annual minimum recurring charge for Chat for Schools, prorated for Jan 2025-June 2025	1	\$2,400.00 / year	\$1,200.00 / year after 50% discount	\$1,200.00 / year after 50% discount
Implementation for Chat for Schools Implementation fee for Chat for Schools.	1	\$2,000.00	\$0.00 after 100% discount	\$0.00 after 100% discount

Annual subtotal	\$1,200.00
	after \$1,200.00 discount
<hr/>	
One-time subtotal	\$0.00
	after \$2,000.00 discount
<hr/>	
Total Due	\$1,200.00

Purchase Terms | Dates and Pricing

Skill Struck will provide the listed services to Sage Oak Charter School for the period 07/01/2024 until 06/30/2025 at the prices found in this quote. Please note: This quote does not include any applicable taxes.

Skill Struck will activate licenses upon receiving payment. All invoices will be due Net-30 from the date of issuance.

Please forward to the applicable purchasing department as needed. Multi-year contracts that are not paid up front will be billed annually upon the anniversary of the period start date mentioned above.

For additional billing questions or information, please contact billing@skillstruck.com.

Signature



Signature

8/8/2024

Date

Tim O'Brien

Printed name



1121 L Street

•

Suite 1060

•

Sacramento

•

California 95814

•

TEL: 916 . 446 . 7517

•

FAX: 916 . 446 . 2011

•

www.sscal.com

MEMORANDUM

July 18, 2024

TO: KRISTA WOODGRIFT, SUPT
Superintendent
SAGE OAK CHARTER SCHOOLS

FROM: John D. Gray
President/CEO

It has been a pleasure to provide your local educational agency our Fiscal and Management Information Services during the past year. We value our relationship and appreciate the continued confidence that you and your staff have expressed in School Services of California Inc.

Our current contract expires on August 31, 2024. Anticipating your desire to continue our services, we have enclosed a proposed renewal Agreement. We are also offering the option to include our CADIE (Comparative Analysis of District Income and Expenditures) and SABRE (Salary and Benefit Reports) products as part of this contract. If you wish to include any of these services, please complete and sign the attached Addendum A, indicate the services desired, and return with your contract renewal. Any questions regarding the CADIE or SABRE should be directed to Chloe Lum, Systems Data Specialist (chloel@sscal.com).

To activate our Agreement, please e-sign the contract (and Addendum A, at your discretion) and it will be returned to our office for final processing. So that we may continue to give you the best possible service, it would be helpful if we could have the Agreement returned by August 31, 2024. If you are unable to return it by this date, please call our Accounting Department. Please note that this contract reflects a modest price increase above the current year.

Again, thank you for the opportunity of working with you in the past year. If you have any questions or need additional information, please contact our Accounting Department at (916) 446-7517 or via email at accounting@sscal.com.

Client Name: SAGE OAK CHARTER SCHOOLS
Client # 002056610

P.O. # _____

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an Agreement between the **CLIENT**, as defined above, and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as “Consultant,” entered into as of September 1, 2024.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Electronic delivery of the *Fiscal Report* containing information on issues of school finance, budgets, or practices and policy issues that impact local educational agency fiscal and education policies.
 - b. An analysis of all major school legislation affecting public education and information related to their progress through the California State Legislature and implementing state agencies, if applicable.
 - c. Participation at the Consultant’s school finance conferences and workshops at the Consultant’s client rate.
 - d. Up to 12 hours of service annually as the Client directs on fiscal issues, including analysis of specific local educational agency revenue or expenditure issues, analysis of specific legislative or regulatory issues, and a “quick query” service to provide telephone response to specific fiscal questions of the Client.

Services for which the base service hours may not be used include Client-specific economy, efficiency, or management consulting services, executive searches, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for local educational agency legal issues; major customized research projects or studies; or on-site speeches or presentations.

2. If the Client is a county office of education, the county office of education agrees that any information received from the Consultant shall be for the use of the county office of education only and shall not be provided by the county office of education to local educational agencies over 500 average daily attendance (ADA). Local educational agencies under 500 ADA are eligible to receive service as deemed appropriate by the county office of education.
3. The Client agrees to pay to the Consultant for services rendered under this Agreement:
 - a. \$ 4,680 annually, plus expenses, for the services listed in Item 1 above, upon receipt of billing from the Consultant.
 - b. For all requested services in excess of 12 direct service hours as indicated in Item 1d above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply.
 - c. “Hours” are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client’s site.
 - d. “Expenses” are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.
4. This Agreement shall be for the period of one year, beginning September 1, 2024 , and terminating August 31, 2025 . This Agreement may be terminated prior to August 31, 2025 , by either party on 30 days’ written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. The Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the Client provides written notice. The Client is responsible for these accrued charges and the Consultant may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 3 above.

Agreement for Special Services—Fiscal and Management Information Services
SAGE OAK CHARTER SCHOOLS

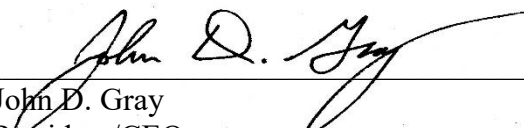
3

5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

By: _____
KRISTA WOODGRIFT, SUPT
Superintendent
SAGE OAK CHARTER SCHOOLS

Date: _____

By:  _____
John D. Gray
President/CEO
School Services of California Inc.

Date: 7/18/2024

Order CADIE/SABRE?: Yes ☐ No ☐

Contract period: _____ to _____ P.O. # _____

ADDENDUM A
TO SPECIAL SERVICES AGREEMENT

As a client of School Services of California Inc., you have the option of purchasing either or both of our **CADIE** and **SABRE** reports at the client rate. The following information describes the **CADIE** and **SABRE** reports, and the form at the bottom of the page to order the reports.

The **Comparative Analysis of District Income and Expenditures (CADIE)** is a comprehensive computer-generated report comparing your district’s revenues and expenditures to those of 40 other districts (two reports with 20 districts in each) of your choice throughout the state. Well over 300 comparisons are made using SACS, CBEDS, and CALPADS data.

The **CADIE** includes comparative graphic data expenditures by ADA, tabular information showing per ADA and percentage distribution of district revenues and expenditures, staffing levels, and tables that show—on an ADA and percentage basis—how your district spent its dollars for the prior three years. The report is comprehensive, yet easy to use.

The **Salary And Benefits Report (SABRE)** is generated from the CDE’s Certificated Teachers Salary and Benefit data (Form J-90) and provides up to 38 side-by-side comparisons of your district with those of 40 other districts (two reports with 20 districts in each) of your choice on certificated salaries, health and welfare benefits, and work days.

The **SABRE** includes ten graphical displays and 27 comparison tables with side-by-side analysis for certificated non-management. It also includes the actual salary and benefit schedules and other selected data important for compensation evaluation in an easy-to-read format.

The analytical uses of the **CADIE** and **SABRE** reports are unlimited. If these products are needed for negotiations, they may be fully reimbursable as part of your mandated cost claim if you have chosen to file mandate claims for this year.

WITH REPORT PURCHASE, YOU ARE ENTITLED TO TWO CADIES AND TWO SABRES

Please check the appropriate items below: ☐ Current year 2022-23 ☐ Next year 2023-24**

Electronic Version:	Hardcopy Version:	Select either:
<input type="checkbox"/> CADIE only \$500	<input type="checkbox"/> CADIE only \$600	<input type="checkbox"/> Use the same districts as last year
<input type="checkbox"/> SABRE only \$350	<input type="checkbox"/> SABRE only \$450	<input type="checkbox"/> <u>OR two of the following:</u>
<input type="checkbox"/> CADIE & SABRE \$800	<input type="checkbox"/> CADIE & SABRE \$1000	<input type="checkbox"/> Use districts of similar type and size
		<input type="checkbox"/> Use districts geographically close to mine
		<input type="checkbox"/> Use districts with similar unduplicated pupil percentage

Reports are a year behind as the data is released by the CDE.
**Next year: SABRE will be released in December 2024, CADIE will be released in March 2025

District Name: _____

Contact Name: _____

Address (no P.O. boxes please): _____

Telephone with extension: _____

Email Address: _____

Signature: _____

Print Name: _____ Date: _____

By completing this Addendum A, and submitting with the contract, the Client agrees to pay for these reports upon receipt of the products and appropriate billing.



Letter of Agreement

This agreement is made as of Aug 1, 2024 between

Tim O'Brien
Sage Oak Charter School
(hereinafter "Client")

and

Autumn Rujiraviriyapinyo
Pepper and Olive Interiors
10377 Juniper Ave
Yucaipa, CA 92399
USA
(hereinafter "Designer")

1. Conditions

This Agreement will not take effect, and Designer will have no obligation to provide services, until: (a) Client returns a signed copy of this Agreement; (b) Client pays the initial Retainer of Service Fee called for under Paragraph 3; and (c) Designer acknowledges acceptance of Client by counter-signing this Agreement. Upon satisfaction of these conditions, this Agreement will be deemed to take effect.

2. Scope of Services

Client hires Designer to provide design services for Client's home or place of business providing the services as specifically outlined in Attachment A, Scope of Work. Collectively, the services to be performed by Designer, as promised under Attachment A, will be referred to as the "Services."

3. Total Design Fee

Client agrees to pay Designer \$2,400 in consideration for the services provided by Designer under this Agreement (hereinafter referred to as the "Total Design Fee"). For reference, Client may find a more detailed breakdown of the Total Design Fee in their Fee Schedule.

Client agrees to pay a non-refundable Retainer for Services Fee equal to fifty (50%) of the Total Design Fee.

Client agrees to

sign this Agreement and pay the Retainer for Services Fee within seven (7) days from the date Designer sends this Agreement

to Client. Client understands that Designer is unable to guarantee availability until Client signs this Agreement and pays the

Retainer. Seven (7) days after sending this Agreement to Client, Designer reserves the right to void the

proposal, scope of work,

and this Agreement, at which point, Client makes a new proposal from Designer.

Client agrees to pay the remaining balance, calculated as the Total Price less the Retainer Fee, in a series of additional

payments according to the following schedule:

- First payment \$1200 Due within 7 days of signing Letter of Agreement
- Second payment \$1200 Due at Design Delivery Meeting

TO

4. Material and Furnishing Retainers

Client understands that the Total Design Fee is solely for Designer's Services and does not include or cover any costs such as materials, furnishings, and other contract labor. During Client's design plan meeting, the Parties will discuss the design plan, materials, costs, and other details of the project. Once Client has approved the design plan, Designer will send Client the material retainer/s within approximately seven (7) days. Client agrees to pay these retainers within seven (7) days. Designer will begin purchasing on Client's behalf using this retainer funds upon receipt. Client understands that the initial retainer is an estimate and that prices may change and are outside of Designer's control. Therefore, Designer may request and require an additional retainer.

TO

5. Procurement

The majority of materials, fixtures and furnishings specified in the Design Plan are sourced through "To the Trade" vendors. These sources and their pricing schedules are proprietary and non sharable. All Materials, fixtures and furnishings specified in the Design Plan will be purchased on behalf of the Client using the Material and Furnishing Retainer (paragraph 4) by Designer unless otherwise agreed in writing. When available, Designer will extend 25% of total difference between MSRP and Trade Pricing to the Client. Materials, fixtures and furnishings purchased at retail where To The Trade pricing is not available (Amazon, Home Depot, etc.) will incur a fee equal to 20% of the purchase price to cover the cost of procurement and reconciliation. All shipping, freight, warehouse and delivery fees are the responsibility of the Client. All purchases made on behalf of the Client require client's approval and 100% retainer.

Custom products and orders placed through "To the Trade" vendors are non-refundable unless damaged or grossly misrepresented. Retail products may be refundable when available by the retailer. Restocking fees may apply and will be set by the retailer/ manufacturer. When purchases are made by Designer, Designer will be responsible for returns, exchanges, and refunds when possible.

Designer cannot guarantee the stability of prices, shipping costs and product availability between the time of presentation to the time of ordering.

TO

6. Late Payments

Client agrees and understands that all payments are due according to the schedule laid out in Paragraph 3 and that Designer may cease Services anytime payment is not timely. Client further acknowledges that delays in payment may then cause substantial delays to project timelines and key services.

7. Method of Payment

Client agrees to pay Designer via ACH payment or by check. Client may request to pay via debit or credit card, but Client understands those payment methods may incur additional fees.

8. Termination

This Agreement can be terminated in the event that either party fails to uphold the terms. Written is required to explain the reasoning. Client understands that the Retainer of Services Fee is non-refundable for any reason. Client also agrees to compensate Designer for work performed prior to notice of termination at the agreed fee in this Agreement or \$175 per hour, whichever is less, in addition to reimbursement for any outstanding balances on purchases made on behalf of the client. Upon termination, Designer will send Client a termination agreement for Client's signature. Once Client signs and returns the agreement, Designer will refund Client the portion of Client's unused retainer.

TO

9. Additional Services

Should Client wish to expand the scope of services beyond what is outlined in Paragraph 2 and Attachment A Scope of Work, Client may request additional services. Designer will then provide a proposal to Client. Upon approval, Designer may send an addendum or amended agreement for Client's signature.

10. Design Changes

Client will approve the design plan after the Parties have the Design Delivery meeting. Any changes by Client to the design plan after approval may incur additional design fees at Designer's hourly rate of \$175.

TO

11. Warranty

It is Client's responsibility to cover warranty costs and maintenance after receipt of any materials, appliances, furnishings, fixtures, and equipment. All warranty claims will be the responsibility of the Client.

12. Contractors and Consultants

Designer may work with outside contractors or consultants. Clients will sign a separate agreement with the contractors of their choice. Designer does not provide a warranty nor guarantee of their quality of work, and is not responsible for their performance. Designer will observe the work being performed to ensure the execution of the project meets expectations.

Designer is not a Licensed Architect, Structural Engineer, or a General Contractor.

TO

13. Photographs, Videography and Publicity

Photographs or videos of your project may be used from time to time on our website, social media, email for portfolio purposes. Photography will have no identifying information. By signing this contract, you release Designer from any liability with project photographs or video.

14. Intellectual Property

All concepts/ drawings/ renderings/ videos, known as "Project Documents", prepared by Designer, will remain at all times Designer's intellectual property. Project Documents may not be used by the Client for any purpose other than completion of the project. Clients may share images of Project Documents on social media. We kindly request that all sharing credits Designer on the relevant social channels.

15. Communication

Designer's operating office hours are Monday through Thursday from 9:00 a.m. to 5:00 p.m. Pacific Standard Time. All communication received from the Client by Designer will be during office hours and responded to within 24 hours or the following day of operation during these office hours. Any communication that needs to be referenced at a later time should be sent via email. Please reserve text messages and phone calls for meeting confirmations, quick clarifications, and emergencies that need immediate response. If Client has communication needs outside of the above stated, please communicate those needs in writing via email

TO

16. Work for Hire

Company understands that this is a work for hire arrangement and as such any work produced by Company under this agreement is owned by Client, not the Company. Company agrees to, if necessary, assign all copyrights and intellectual property in any work and Deliverables created by Company for Client under this Agreement.

17. Warranties and Representations

The Parties warrant and represent that they are free to enter into this Agreement and have the authority to do so.

18. Limit of Liability

Liability shall be limited to the Total Price. Except as prohibited by law, Company shall not be liable to Client or to any other person or entity for any general, punitive, special, indirect, consequential or incidental damages, or lost profits, or any other damages, costs or losses arising out of the Company's services, materials, or products, including attorney's fees and related expenses of litigation and arbitration. Except as prohibited by law, to the extent there is liability found as to the Company, such recovery is limited to the amount the Client paid for materials, products, or services.

19. Indemnification and Release

To the extent permitted by law, each party hereby agrees to protect, indemnify, defend, and hold harmless the other and their respective managers, officers, members, partners, affiliates, owners, shareholders, beneficiaries, and their respective employees, agents, and contractors (collectively, "Representatives") against all claim/losses, liabilities, damages, expenses, and costs arising out of or connected with the negligence or intentional misconduct of such party or its Representatives. Further, Client on behalf of itself and its owners, affiliates, partners, subsidiaries, employees, agents, contractors, and consultants (collectively "Releasor"), waives any rights to recover from, and hereby forever agrees to release and hold harmless, Company and their respective owners, parent companies, affiliates, partners and subsidiaries, directors, officers, members, participants, employees, consultants, agents, legal representatives and assigns from any and all claims, costs, personal injuries, deaths, expenses, damages, actions and liabilities, of any nature, whether direct or indirect, known or unknown, foreseen or unforeseen (collectively "Claims").

20. Attorney's Fees

Should any litigation be commenced between the parties to this Agreement, concerning any provision of this Agreement or the rights and obligations of any party, the prevailing party shall be entitled reimbursement of a reasonable sum of their attorney's fees in such litigation which shall be determined by the Court in such litigation or in a separate action brought for that purpose.

21. Waiver

No waiver of any default by any party or parties to this Agreement shall be implied from any omission by a party or parties to any action on account of such default. If such default persists or is repeated, no express waiver shall affect any default other than the default specified in the express waiver, and that only for the time and to the extent therein stated.

22. Article Headings

All article, paragraph, and section headings set forth in the Agreement are intended for convenience only and shall not control or affect the meaning, construction, or effect of this Agreement or any of the provisions thereof.

23. Severability

If any provision of this Contract shall be declared invalid or unenforceable, such provision shall be deemed eliminated from this Contract, and all remaining provisions shall continue in full force and effect.

24. Modification by Subsequent Agreement

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

25. Mediation

Company and Client agree to try to settle all disputes between them through private mediation before initiating any arbitration, litigation, or other dispute resolution procedure. The mediation session will occur at a time mutually agreed upon by the parties in consultation with a mutually selected mediator, though no later than thirty days after the date of services of the initial notice, unless otherwise agreed by the parties and mediator. Each party shall bear its own fees and costs for the mediation. The parties agree to mediate San Bernardino, California.

26. Governing Law

This Contract shall be governed by and interpreted under the laws of the state of California

27. Venue

The Parties agree that any dispute that may arise as related to this Agreement shall be brought in a court within San Bernardino, California.

28. Sole and Only Agreement

This Contract contains the entire understanding between the parties with respect to the subject matter and supersedes any and all other prior written Contracts and understandings (whether oral or written) between the parties. No amendment or modification of this Contract shall be effective unless executed in writing by both parties.

29. Assignment; Successors and Assigns

Client agrees that Client will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement. Any such purported assignment, transfer, or delegation shall be null and void. Client represents that Client has not previously assigned or transferred any claims or rights released by him pursuant to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, attorneys, and permitted assigns. This Agreement shall not benefit any other person or entity except as specifically enumerated in this Agreement.

30. Counterparts

This Agreement may be executed in counterparts, and if so executed and delivered, all of the counterparts together shall constitute one and the same Agreement. A facsimile signature may be treated as an original, and each party agrees to deliver to the other party an original executed Agreement within seven (7) days of execution.

I, undersigned Client, hereby warrant that I am of full age and have every right to contract in my own name in the above regard. I state further that I have read the above authorization and release prior to the execution and that I am fully familiar with its contents.

Tim

OBrien

8/2/24

Tim O'Brien

Business Owner.

I agree to the terms and conditions of this contract.

First Name

Last Name

Signature



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Event Contract

Event: Sage Oak Charter Schools - Meeting Day 1

Account: Sage Oak Charter Schools

Contact: Krista Woodgrit

Phone: 909-531-7774

Email: lsnee@sageoak.education

Address: 1473 Ford Street
Suite 105
Redlands, CA 92325

Event Planner: Carly Lambeth

Phone/Email: (951) 252-1766 ext. 115 / clambeth@pontewinery.com

Date: Tuesday, September 24, 2024

Time: 8:00 AM - 6:00 PM

Location: Reserve Room and Reserve Room Veranda

Event Type: Corporate

Expected Guests: 7

Guaranteed Guests:

Room Rental: \$500.00

F&B Minimum: \$1,000.00

Name	Date	Time	Areas	Gtd
Sage Oak Charter Schools - Meeting Day 1	9/24/2024	8:00 am - 6:00 pm	Reserve Room and Reserve Room Veranda	
Sage Oak Charter Schools - Meeting Day 2	9/25/2024	8:00 am - 6:00 pm	Reserve Room and Reserve Room Veranda	
Sage Oak Charter Schools - Meeting Day 3	9/26/2024	8:00 am - 1:00 pm	Reserve Room and Reserve Room Veranda	

Food

Qty		Price	Total
1	Tuesday Food & Beverage Minimum - Reserve Room	\$1,000.00	\$1,000.00

Room Rental

Qty		Price	Total
1	Tuesday Venue Rental Fee - Reserve Room	\$500.00	\$500.00

Estimated Billing

		Total
Room Rental		\$500.00
Food		\$1,000.00
Subtotal		\$1,500.00
Service Charge	22.0%	\$330.00
TVWAHD Assmt	1.0%	\$18.30
State Sales Tax	7.75%	\$143.24
Grand Total		\$1,991.54
Initial Deposit (Due 8/22/2024)	Unpaid	\$500.00
2nd Deposit (Due 8/29/2024)	Unpaid	\$1,491.54
Estimated Amount Due (9/10/2024)		\$1,991.54

Client Initials



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Price Break Down:

CHARGES, POLICIES & CONDITIONS

Duration, Food/Beverage Minimum, Room Rental Fee:

- Event Must End No Later than 6:00pm
- Food and Beverage Minimum is \$1,000 plus tax and service charge
- Room Rental Fee is \$500 plus tax and service charge

Menu and beverage selections will be decided at the Final Appointment (six to eight weeks prior to the date of the event). **Fourteen (14) days prior to the event, we must receive your guaranteed guest count; including number of adults, children, and vendors attending as well as the entrée selection for each guest. The guaranteed guest count given at this time will be the total number of meals you will be charged for, even if your guest count decreases. If guest count exceeds the agreed upon number of guests, Ponte Winery will make a reasonable effort to duplicate the menu selected and Client will be charged accordingly.**

What's Included:

The Menu Price Includes the Following:

- Tables; 66" rounds for dining tables and/or 6' banquet for auxiliary tables.
- Set-up and breakdown of the event site.
- Choice of solid colored house floor length table linens and overlays, cloth napkins for dining, all china, tableware, and stemware. Upgraded linens and chair covers are also available at an additional charge.
- A 16' x 16' dance floor in the Vineyard Pavilion. Not necessary in Barrel Room or Reserve Room.

Limitations and Surcharges:

Beverages: Wine and Beer must be selected from the current Ponte Wine List. Additional wine may be purchased the night of your event. Guests can purchase wine by the bottle (or by the case at a 10% discount). No other discounts apply to wine purchases.

- Facility rental requires the purchase of Ponte Winery food and beverages.

- Riverside Health Department does not allow Ponte to serve homemade goods; Ponte is a health-approved kitchen.
- Outside Wine and Champagne may be brought in at a \$25.00 per bottle corkage fee. Ponte does not allow any other type of alcohol to be brought onto the premise.
- The minimum guest count requirement is applicable to full price adults only.
- The capacity for the Barrel Room is 100 guests for sit down dinner only, and the Reserve Room indoor capacity is 90 guests for sit down dinner only.
- The Bar will close 15 minutes prior to the conclusion of the event and alcohol service will stop.
- All music will stop 15 minutes prior to conclusion of the event.
- No hard liquor is allowed at the Winery.
- Any outside alcoholic beverages brought onto the property by Client or guest without prior arrangement by the Client and a Ponte Winery coordinator will be confiscated and the guest will be asked to leave the event.
- Ponte Winery reserves the right to refuse service to anyone who is, in our opinion, intoxicated.
- No open alcoholic beverages are allowed to be taken off the grounds.
- All guests will be required to vacate the premises within 30 minutes of the conclusion of your event.
- Vendors must vacate the property within 60 minutes of the conclusion of your event; overtime will be charged if vendors extend past the 60 minutes at a charge of \$150.00 per hour. You may pre-purchase additional vendor setup or breakdown time, based on availability, at a rate of \$150.00 per-hour.
- Extra event time may be pre-purchased at a rate of \$650.00 per hour plus any extra bar, food and beverage fees. Event time cannot exceed 10:00pm.
- Client is responsible for all personal items. Ponte Winery will not be held responsible for any valuable items left.
- Parking is complimentary to our guests. For the majority of events this parking area will be sufficient. Valet parking is available for an additional charge. Ponte Winery is not responsible for any damage or theft to vehicles parked in the parking lot.

In addition to the Menu price, the following scenarios will be applied to Client's final bill and will be payable upon receipt: charges for wine used in excess of the requested quantity, additional client requests, overtime, breakage or other facility damage, or other unforeseen costs. Sales tax (7.75%) and service charge (22%) will be added at the current prevailing rate. Temecula Valley Wine & Agricultural Heritage District Assessment is all sales are subject to a 1% fee. The set-up times and consultations are limited to the time frames established herein. Alterations to these policies are permitted only with a rider to this contract and are subject to the current overtime and consultation fees, tax and service charge.

Deposits, Payments and Cancellation Policy:

Deposits:

- A. THE BOOKING DEPOSIT AND PROGRESS PAYMENTS ARE NON-REFUNDABLE AND CANNOT BE APPLIED TO OTHER PONTE FAMILY ESTATE GOODS OR SERVICES.
- B. To secure the date the booking deposit is \$500.00 or 10% of the estimated total amount of the contract, whichever is greater. The final balance is due fourteen (14) days prior to the event.
- C. The second payments can be made by personal check.
- D. **The final payment cannot be made by personal check; accepted tender is a credit card, cash, money order or a cashier's check.**

Cancellation:

- A. The event deposit of 10% of the total amount of the contract, or \$500.00 whichever is greater, that is paid upon booking is non-refundable after 72 hours of booking your event. In the event that you should cancel the Event and this contract within 72 hours of signing it, you agree to pay Ponte Winery a \$250 administration fee (to be deducted from the Client's deposit). In the event that Ponte Winery must for any reason cancel the contract within 72 hours of booking we will give you a full refund of your deposit.
- B. Should either party cancel the event for any reason, except for an act of God after the 72 hours following the signing of this contract, then liquidated damages shall be paid by the canceling party to the non-canceling party at the time of the cancellation. This amount is agreed not to constitute a penalty.
- C. Under these circumstances, Ponte Family Estate will make every effort to reschedule your on a mutually agreed upon date. Death or disability of a participant or a guest in the event is not considered, for purposes of this contract, an Act of God.
- D. Insurance is available to cover death or illness along with other insurable circumstances.
- E. All cancellations must be requested in writing.

Payments made by the canceling party to the non-canceling party shall be made according to the following schedule:

9 months or more prior to event date	10% of the total contract amount.
6 to 9 months prior to event	30% of the total contract amount
3 to 6 months prior to event	60% of the total contract amount
3 months to 7 days prior to event	90% of the total contract amount
7 days or less prior to event	100% of the total contract amount

The non-refundable event deposit is 10% of the total amount of the contract or \$500.00 whichever is greater. The final payment is due Fourteen (14) days prior to the event. **The final payment cannot be made by personal check; credit card, money order, or cashier's check will be accepted.**

Outside Vendor Rules and Regulations:

Please be sure to inform your outside vendors of Ponte Winery policies prior to the event.

Set-up time for Vendors can begin one (1) hour prior to the beginning of your event. Special requests for setup time will be considered. Load-out time lasts one (1) hour after the conclusion of your Event. If your vendor extends beyond this time frame, you will be charged overtime. If these time frames cannot be observed because of extenuating circumstances, please see your coordinator to determine if special arrangements can be made. Any agreement to extend beyond these parameters requires a written rider to your contract and overtime will be charged at the current per-hour rate.

Vendor Insurance: It is the Client's responsibility to ensure that all vendors providing a service that utilize or modify our facility in some way at Ponte Family Estate Winery are covered by a Certificate of Insurance. If a copy is requested, the vendor will need to provide a Certificate of Insurance naming Ponte Family Estate Winery as an additional insured for an amount of no less than \$1,000,000. The copy provided must have an endorsement of their policy as additionally insured.

Vendor Meals: If vendor meals are required, they will be offered at a 50% discount of the per person event menu rate. These meals must be ordered at least two weeks prior to your event. A Non-alcoholic beverage will be provided. No other alcohol is permitted while at Ponte Winery. If a vendor brings outside alcoholic beverages or illegal substances to Ponte Winery, he or she will be asked to leave immediately.

Decorations Supplied by Outside Vendors: All flowers and other decorations will be kept in the elegant theme and good taste of the Winery's architecture and décor. No items may be attached to the structures of the Winery. Decorations may not be fastened with thumbtacks, duct tape, nails, staples or glue guns. Zip ties, pipe cleaners and floral wire are suggested. All decorations must have prior approval of Ponte Winery, and must be set up and displayed so as not to interfere with the Winery's daily operation. Elaborate décor may not be completed by the guest unless sufficiently insured for liability reasons. As an additional expense, Ponte staff will execute your décor requests within reason. Glitter, confetti, crepe paper and rice are prohibited at the winery.

Candles are required to be drip-less or be enclosed in a hurricane in order to prevent damage. In the event that damage to linens or flooring is incurred, it will be the Client's responsibility to cover cost.

If helium or Mylar balloons are released in the Vineyard Pavilion a charge of \$250.00 will be added to your final bill for their removal.

To ensure the security of gifts we request that a family member be assigned to collect and remove gifts upon the conclusion of your event. All personal items (cake pieces, toasting glasses, floral arrangements or decorations) shall also be removed at the conclusion of the event. All items left on the premise for more than 48 hours including centerpieces, décor, etc. will be considered trash and will be thrown away.

Set-Up/Break-Down: The Client and their vendors shall have limited access to the facility one (1) hour prior to commencement of the event. Immediately after the event, all property belonging to the Client and their vendors shall be removed from Ponte Winery. If a Vendor is not present at the end of the event, they shall have until 10:00 a.m. the following day to retrieve their property. Any additional access must be prearranged and authorized by Ponte Winery and will be available only by written agreement. This time will be charged as overtime, at the current rates. Daily hours for the Winery are 10:00 a.m. to 5:00 p.m.

Weather: Ponte Winery cannot be held responsible for inclement weather. Days can be very hot in the summer and the nights chilly, particularly in the spring and fall. Winters can be cold even during the day. Due to the unpredictability of weather in the Temecula region and to the large variation in temperature possible during any given afternoon/evening, we recommend informing your guests to dress accordingly.

Smoking: Smoking is permitted in the outdoor areas surrounding the Ponte Winery structures and cigarette disposal areas are clear. In accordance with California State Law, **NO** smoking is allowed inside any of the winery buildings, restrooms, or the Vineyard Pavilion.

Miscellaneous Provisions:

Service and Consumption of Alcohol

Ponte Winery shall be the sole provider of food and beverage services for the event. No outside alcohol of any type shall be brought onto Ponte Winery's premises unless otherwise provided for by Ponte Winery. The Client shall be responsible for notifying Ponte Winery of any food or other allergies of any event attendee, which allergies Ponte Winery will attempt but cannot guarantee it will be able to accommodate. Ponte Winery shall be the sole provider and server of alcoholic beverages at the event. Alcohol may be consumed only in the areas designated by Ponte Winery. Identification or proof of age may be requested by Ponte Winery from any person who appears to be under the age of 30. Ponte Winery shall refuse service to any attendee or invitee to the event who appears to be intoxicated or under the age of 30 without identification or proof of age. The Client agrees to cooperate with and assist Ponte Winery in enforcing both the laws of the State of California and the above policies regarding the consumption of alcoholic beverages at the Venue.

Force Majeure

The parties' performance under this Agreement will be excused or may be delayed or modified without liability in the event performance is made illegal or impossible due to acts of God, including but not limited to fire, earthquake, flood, acts war or terrorism, acts of civil or military authorities, strikes, labor disputes, shortages of transportation, facilities, fuel, energy, labor or materials, riots, accidents, natural disasters, governmental control, regulation, or other action (including requirements for permits or other authorizations by any governmental agency having jurisdiction), or any other cause or circumstance unforeseen and/or beyond the reasonable control of either party. In the event it becomes necessary for the Winery to cancel this contract pursuant to this force majeure paragraph, the Winery will offer three alternate dates for the

Event once operations are able to resume. The alternate dates will be for the same day of the week as the original Event was scheduled. If Client does not accept one of the three alternate dates proposed by Winery all monies previously paid to the Winery by Client will be non-refundable and forfeited to Winery.

Indemnification

To the maximum extent permitted by law, the Client agrees to indemnify, defend and hold harmless Ponte Winery, the owner and manager of Ponte Winery, and their respective associates and agents against any and all demands, claims, actions, causes of action, loss or damage to persons or property, liabilities and costs, including, without limitation, reasonable attorney's fees arising out of or connected with the event, including the use of the services and facilities of Ponte Winery by the Client, its attendees, invitees or any contractors or third party service providers hired or engaged by the Client, except those claims arising out of the gross negligence or willful misconduct of Ponte Winery. The provision of this section shall survive the performance and expiration of this Agreement.

Risk of Loss

By entering into this Agreement, the Client assumes and accepts the risk of loss for any and all direct or indirect, consequential or punitive damages caused by the Client and its individual attendees entitled to attend the event held at Ponte Winery. Such risk of loss shall include property damage, personal injury or death and all economic damages, including reasonable attorneys' fees incurred by or at Ponte Winery as the result of actions or inactions of the Client and its attendees, guests and invitees.

Property Damage

The Client is responsible for any damage done to the premises or any other property of Ponte Winery by the action or inactions of the Client's guests, invitees, attendees, employees, independent contractors, or other agents while such individuals are on the premises or under its control and/or the control of any independent contractors hired by the Client. Ponte Winery does not assume any responsibility for damage to or loss of any merchandise or articles left at Ponte Winery prior to, during, or following the event.

Intellectual Property

Ponte Winery and Ponte Family Estate are the owners of trade names, trademarks, trade dress, service marks, logo designs, and identifying photographs. Any use of the marks by the Client or any of its members, you or your attendees in any advertising, promotional materials, either printed or electronic, or other marketing of your event is subject to the provisions of a separate License Agreement and is subject to the approval of Ponte Winery, which may be withheld in its sole discretion. Please contact Leah Schmitt at 818-706-8311, for further information on promoting and marketing your event through the use of the marks. Ponte Winery, in its sole discretion, may capture any portion of the event or the attendees, utilizing both still photography and/or videography. The Client agrees that Ponte Winery shall be considered the

copyright author and owner, for all purposes, of any and all such images, and Ponte Winery may reproduce, publish, exhibit, and otherwise use the images, offline or online, for any purposes, including but not limited to social media sites, advertising and marketing, including usage as samples on the Ponte Winery's website, on any promotional materials, in digital or print albums presented to prospective clients or others, or provided to various vendors, event locations, venues or otherwise.

Enforcement of this Agreement

This Agreement shall be governed by the laws of California. The parties agree that any dispute arising under this Agreement or in any manner concerning the Program or any issue between the Client and Ponte Winery shall be solely resolved by final and binding arbitration pursuant to the streamlined rules of JAMS which can be reviewed at www.jamsadr.com. The parties shall bear their own attorneys' fees and costs in the event of such arbitration and the arbitrator shall award the prevailing party its reasonable attorneys' fees and costs.

Emergency

The winery provides on site service staff that are able to provide reasonable assistance in the event of a non-emergency requests. In the event of an emergency, the Client or their guests are responsible to call 911 for help.

Firearms and Weapons

Firearms, knives and all weapons are strictly prohibited on Winery grounds unless the Wedding Coordinator has granted prior written permission. The written permission will then be made a permanent part of this contract. Permission is granted on a case by case situation such as the military ceremonial swords used in some services. Any violation will be subject to immediately ending the event, reporting to the police and subsequent legal action.

Entire Agreement

This Agreement and any attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments and other communications between the parties. This Agreement may not be released, discharged, changed or modified except in writing and signed by duly authorized representatives of both parties. This Agreement may be executed in one or more counterparts, each of which when fully executed, shall be deemed an original, and all of which shall be deemed to be the same agreement.

If any provision of this Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. No waiver of any breach of either party to this Agreement of any term, condition, or obligation set forth in this Agreement shall be deemed a waiver of the same or similar breach thereafter.

If the terms outlined above are not met, including timely receipt of progress payments, we reserve the right to cancel your reservation, assess you the cancellation fees, and offer the date

to other prospective clients.

Model Release Clause:

It is agreed that Ponte Family Estate may use still photographs and video of the Client and all Guests for advertising and promotional purposes with no compensation. If the Client does not agree with the Model Release Clause please provide a written request no later than 14 days prior to your event.

I have read, understand and agree to the above guidelines, costs, non-refundable payment schedule, disclosures and other requirements outlined in this contract.

Client Signature



Client Initials





35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Event: Sage Oak Charter Schools - Meeting Day 1

Date: Tuesday, September 24, 2024

Account: Sage Oak Charter Schools

Time: 8:00 AM - 6:00 PM

Contact: Krista Woodgrit

Location: Reserve Room and Reserve Room Veranda

Phone: 909-531-7774

Event Type: Corporate

Email: lsnee@sageoak.education

Expected Guests: 7

Address: 1473 Ford Street
Suite 105

Guaranteed Guests:

Redlands, CA 92325

Event Planner: Carly Lambeth

Room Rental: \$500.00

Phone/Email: (951) 252-1766 ext. 115 /
clambeth@pontewinery.com

F&B Minimum: \$1,000.00

ADDENDUM TO Sage Oak Charter Schools - Meeting Day 1

In response to the recent outbreak of COVID-19, more commonly known as Corona Virus, the parties agree that should any governmental entity issue an order, rule or regulation or should Ponte believe, that as a result of the Coronavirus, it is advisable for the safety of its guests, associates and all concerned, that any scheduled event be cancelled or postponed or that Ponte's operations cease temporarily, the parties agree to the following modification to the agreement.

The event which is the subject of the Agreement, shall be rescheduled for a mutually acceptable date, subject to availability, within six (6) months of the date the applicable governmental order, rule or regulation is lifted or within six (6) months of the date Ponte determines that the safety of its guests, associates and all concerned is no longer compromised. No deposits, which would otherwise be refundable, will be subject to refund by Ponte. The deposit schedule for the rescheduled event shall coincide with the deposit schedule as outlined in the Agreement. For example, if deposit #2 is due 60 days before the scheduled event, the amended deposit date shall be 60 days prior to the rescheduled event.

The parties acknowledge that all other terms and conditions of the original Agreement shall remain in full force and effect.

Client Signature 



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Credit Card Authorization

Please fill in the following form to secure your reservation on Tuesday, September 24, 2024 at Ponte Family Estate Winery. The deposit for this event is \$500.00 and will be charged to the card below.

The Food & Beverage Minimum for your event is \$1,000.00.

This is not an electronic document. Please print the credit card authorization form, complete, sign and return.

The credit card placed on file will automatically be charged for the scheduled deposits listed in this contract. If a new credit card is required for payment we must be notified prior to the deposit due dates.

Credit Card Authorization Form

Credit Card Type:	
Name on Credit Card:	
Credit Card Number:	Security Code:
Expiration Date:	
Credit Card Billing Address:	
I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.	
Cardholder's Signature:	
Print Name:	
Date:	



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Event Contract

Event: Sage Oak Charter Schools - Meeting Day 2	Date: Wednesday, September 25, 2024
Account: Sage Oak Charter Schools	Time: 8:00 AM - 6:00 PM
Contact: Krista Woodgrit	Location: Reserve Room and Reserve Room Veranda
Phone: 909-531-7774	Event Type: Corporate
Email: lsnee@sageoak.education	Expected Guests: 7
Address: 1473 Ford Street Suite 105 Redlands, CA 92325	Guaranteed Guests:
Event Planner: Carly Lambeth	Room Rental: \$500.00
Phone/Email: (951) 252-1766 ext. 115 / clambeth@pontewinery.com	F&B Minimum: \$1,000.00

Name	Date	Time	Areas	Gtd
Sage Oak Charter Schools - Meeting Day 1	9/24/2024	8:00 am – 6:00 pm	Reserve Room and Reserve Room Veranda	
Sage Oak Charter Schools - Meeting Day 2	9/25/2024	8:00 am – 6:00 pm	Reserve Room and Reserve Room Veranda	
Sage Oak Charter Schools - Meeting Day 3	9/26/2024	8:00 am – 1:00 pm	Reserve Room and Reserve Room Veranda	

Food

Qty		Price	Total
1	Wednesday Food & Beverage Minimum - Reserve Room	\$1,000.00	\$1,000.00

Room Rental

Qty		Price	Total
1	Wednesday Venue Rental Fee - Reserve Room	\$500.00	\$500.00

Estimated Billing

		Total
Room Rental		\$500.00
Food		\$1,000.00
Subtotal		\$1,500.00
Service Charge	22.0%	\$330.00
TVWAHD Assmt	1.0%	\$18.30
State Sales Tax	7.75%	\$143.24
Grand Total		\$1,991.54
Initial Deposit (Due 8/22/2024)	Unpaid	\$500.00
2nd Deposit (Due 8/29/2024)	Unpaid	\$1,491.54
Estimated Amount Due (9/11/2024)		\$1,991.54

Client Initials 



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Price Break Down:

CHARGES, POLICIES & CONDITIONS

Duration, Food/Beverage Minimum, Room Rental Fee:

- Event Must End No Later than 6:00pm
- Food and Beverage Minimum is \$1,000 plus tax and service charge
- Room Rental Fee is \$500 plus tax and service charge

Menu and beverage selections will be decided at the Final Appointment (six to eight weeks prior to the date of the event). **Fourteen (14) days prior to the event, we must receive your guaranteed guest count; including number of adults, children, and vendors attending as well as the entrée selection for each guest. The guaranteed guest count given at this time will be the total number of meals you will be charged for, even if your guest count decreases. If guest count exceeds the agreed upon number of guests, Ponte Winery will make a reasonable effort to duplicate the menu selected and Client will be charged accordingly.**

What's Included:

The Menu Price Includes the Following:

- Tables; 66" rounds for dining tables and/or 6' banquet for auxiliary tables.
- Set-up and breakdown of the event site.
- Choice of solid colored house floor length table linens and overlays, cloth napkins for dining, all china, tableware, and stemware. Upgraded linens and chair covers are also available at an additional charge.
- A 16' x 16' dance floor in the Vineyard Pavilion. Not necessary in Barrel Room or Reserve Room.

Limitations and Surcharges:

Beverages: Wine and Beer must be selected from the current Ponte Wine List. Additional wine may be purchased the night of your event. Guests can purchase wine by the bottle (or by the case at a 10% discount). No other discounts apply to wine purchases.

- Facility rental requires the purchase of Ponte Winery food and beverages.

- Riverside Health Department does not allow Ponte to serve homemade goods; Ponte is a health-approved kitchen.
- Outside Wine and Champagne may be brought in at a \$25.00 per bottle corkage fee. Ponte does not allow any other type of alcohol to be brought onto the premise.
- The minimum guest count requirement is applicable to full price adults only.
- The capacity for the Barrel Room is 100 guests for sit down dinner only, and the Reserve Room indoor capacity is 90 guests for sit down dinner only.
- The Bar will close 15 minutes prior to the conclusion of the event and alcohol service will stop.
- All music will stop 15 minutes prior to conclusion of the event.
- No hard liquor is allowed at the Winery.
- Any outside alcoholic beverages brought onto the property by Client or guest without prior arrangement by the Client and a Ponte Winery coordinator will be confiscated and the guest will be asked to leave the event.
- Ponte Winery reserves the right to refuse service to anyone who is, in our opinion, intoxicated.
- No open alcoholic beverages are allowed to be taken off the grounds.
- All guests will be required to vacate the premises within 30 minutes of the conclusion of your event.
- Vendors must vacate the property within 60 minutes of the conclusion of your event; overtime will be charged if vendors extend past the 60 minutes at a charge of \$150.00 per hour. You may pre-purchase additional vendor setup or breakdown time, based on availability, at a rate of \$150.00 per-hour.
- Extra event time may be pre-purchased at a rate of \$650.00 per hour plus any extra bar, food and beverage fees. Event time cannot exceed 10:00pm.
- Client is responsible for all personal items. Ponte Winery will not be held responsible for any valuable items left.
- Parking is complimentary to our guests. For the majority of events this parking area will be sufficient. Valet parking is available for an additional charge. Ponte Winery is not responsible for any damage or theft to vehicles parked in the parking lot.

In addition to the Menu price, the following scenarios will be applied to Client's final bill and will be payable upon receipt: charges for wine used in excess of the requested quantity, additional client requests, overtime, breakage or other facility damage, or other unforeseen costs. Sales tax (7.75%) and service charge (22%) will be added at the current prevailing rate. Temecula Valley Wine & Agricultural Heritage District Assessment is all sales are subject to a 1% fee. The set-up times and consultations are limited to the time frames established herein. Alterations to these policies are permitted only with a rider to this contract and are subject to the current overtime and consultation fees, tax and service charge.

Deposits, Payments and Cancellation Policy:

Deposits:

- A. THE BOOKING DEPOSIT AND PROGRESS PAYMENTS ARE NON-REFUNDABLE AND CANNOT BE APPLIED TO OTHER PONTE FAMILY ESTATE GOODS OR SERVICES.
- B. To secure the date the booking deposit is \$500.00 or 10% of the estimated total amount of the contract, whichever is greater. The final balance is due fourteen (14) days prior to the event.
- C. The second payments can be made by personal check.
- D. **The final payment cannot be made by personal check; accepted tender is a credit card, cash, money order or a cashier’s check.**

Cancellation:

- A. The event deposit of 10% of the total amount of the contract, or \$500.00 whichever is greater, that is paid upon booking is non-refundable after 72 hours of booking your event. In the event that you should cancel the Event and this contract within 72 hours of signing it, you agree to pay Ponte Winery a \$250 administration fee (to be deducted from the Client’s deposit). In the event that Ponte Winery must for any reason cancel the contract within 72 hours of booking we will give you a full refund of your deposit.
- B. Should either party cancel the event for any reason, except for an act of God after the 72 hours following the signing of this contract, then liquidated damages shall be paid by the canceling party to the non-canceling party at the time of the cancellation. This amount is agreed not to constitute a penalty.
- C. Under these circumstances, Ponte Family Estate will make every effort to reschedule your on a mutually agreed upon date. Death or disability of a participant or a guest in the event is not considered, for purposes of this contract, an Act of God.
- D. Insurance is available to cover death or illness along with other insurable circumstances.
- E. All cancellations must be requested in writing.

Payments made by the canceling party to the non-canceling party shall be made according to the following schedule:

9 months or more prior to event date	10% of the total contract amount.
6 to 9 months prior to event	30% of the total contract amount
3 to 6 months prior to event	60% of the total contract amount
3 months to 7 days prior to event	90% of the total contract amount
7 days or less prior to event	100% of the total contract amount

The non-refundable event deposit is 10% of the total amount of the contract or \$500.00 whichever is greater. The final payment is due Fourteen (14) days prior to the event. **The final payment cannot be made by personal check; credit card, money order, or cashier’s check will be accepted.**

Outside Vendor Rules and Regulations:

Please be sure to inform your outside vendors of Ponte Winery policies prior to the event.

Set-up time for Vendors can begin one (1) hour prior to the beginning of your event. Special requests for setup time will be considered. Load-out time lasts one (1) hour after the conclusion of your Event. If your vendor extends beyond this time frame, you will be charged overtime. If these time frames cannot be observed because of extenuating circumstances, please see your coordinator to determine if special arrangements can be made. Any agreement to extend beyond these parameters requires a written rider to your contract and overtime will be charged at the current per-hour rate.

Vendor Insurance: It is the Client's responsibility to ensure that all vendors providing a service that utilize or modify our facility in some way at Ponte Family Estate Winery are covered by a Certificate of Insurance. If a copy is requested, the vendor will need to provide a Certificate of Insurance naming Ponte Family Estate Winery as an additional insured for an amount of no less than \$1,000,000. The copy provided must have an endorsement of their policy as additionally insured.

Vendor Meals: If vendor meals are required, they will be offered at a 50% discount of the per person event menu rate. These meals must be ordered at least two weeks prior to your event. A Non-alcoholic beverage will be provided. No other alcohol is permitted while at Ponte Winery. If a vendor brings outside alcoholic beverages or illegal substances to Ponte Winery, he or she will be asked to leave immediately.

Decorations Supplied by Outside Vendors: All flowers and other decorations will be kept in the elegant theme and good taste of the Winery's architecture and décor. No items may be attached to the structures of the Winery. Decorations may not be fastened with thumbtacks, duct tape, nails, staples or glue guns. Zip ties, pipe cleaners and floral wire are suggested. All decorations must have prior approval of Ponte Winery, and must be set up and displayed so as not to interfere with the Winery's daily operation. Elaborate décor may not be completed by the guest unless sufficiently insured for liability reasons. As an additional expense, Ponte staff will execute your décor requests within reason. Glitter, confetti, crepe paper and rice are prohibited at the winery.

Candles are required to be drip-less or be enclosed in a hurricane in order to prevent damage. In the event that damage to linens or flooring is incurred, it will be the Client's responsibility to cover cost.

If helium or Mylar balloons are released in the Vineyard Pavilion a charge of \$250.00 will be added to your final bill for their removal.

To ensure the security of gifts we request that a family member be assigned to collect and remove gifts upon the conclusion of your event. All personal items (cake pieces, toasting glasses, floral arrangements or decorations) shall also be removed at the conclusion of the event. All items left on the premise for more than 48 hours including centerpieces, décor, etc. will be considered trash and will be thrown away.

Set-Up/Break-Down: The Client and their vendors shall have limited access to the facility one (1) hour prior to commencement of the event. Immediately after the event, all property belonging to the Client and their vendors shall be removed from Ponte Winery. If a Vendor is not present at the end of the event, they shall have until 10:00 a.m. the following day to retrieve their property. Any additional access must be prearranged and authorized by Ponte Winery and will be available only by written agreement. This time will be charged as overtime, at the current rates. Daily hours for the Winery are 10:00 a.m. to 5:00 p.m.

Weather: Ponte Winery cannot be held responsible for inclement weather. Days can be very hot in the summer and the nights chilly, particularly in the spring and fall. Winters can be cold even during the day. Due to the unpredictability of weather in the Temecula region and to the large variation in temperature possible during any given afternoon/evening, we recommend informing your guests to dress accordingly.

Smoking: Smoking is permitted in the outdoor areas surrounding the Ponte Winery structures and cigarette disposal areas are clear. In accordance with California State Law, **NO** smoking is allowed inside any of the winery buildings, restrooms, or the Vineyard Pavilion.

Miscellaneous Provisions:

Service and Consumption of Alcohol

Ponte Winery shall be the sole provider of food and beverage services for the event. No outside alcohol of any type shall be brought onto Ponte Winery's premises unless otherwise provided for by Ponte Winery. The Client shall be responsible for notifying Ponte Winery of any food or other allergies of any event attendee, which allergies Ponte Winery will attempt but cannot guarantee it will be able to accommodate. Ponte Winery shall be the sole provider and server of alcoholic beverages at the event. Alcohol may be consumed only in the areas designated by Ponte Winery. Identification or proof of age may be requested by Ponte Winery from any person who appears to be under the age of 30. Ponte Winery shall refuse service to any attendee or invitee to the event who appears to be intoxicated or under the age of 30 without identification or proof of age. The Client agrees to cooperate with and assist Ponte Winery in enforcing both the laws of the State of California and the above policies regarding the consumption of alcoholic beverages at the Venue.

Force Majeure

The parties' performance under this Agreement will be excused or may be delayed or modified without liability in the event performance is made illegal or impossible due to acts of God, including but not limited to fire, earthquake, flood, acts war or terrorism, acts of civil or military authorities, strikes, labor disputes, shortages of transportation, facilities, fuel, energy, labor or materials, riots, accidents, natural disasters, governmental control, regulation, or other action (including requirements for permits or other authorizations by any governmental agency having jurisdiction), or any other cause or circumstance unforeseen and/or beyond the reasonable control of either party. In the event it becomes necessary for the Winery to cancel this contract pursuant to this force majeure paragraph, the Winery will offer three alternate dates for the

Event once operations are able to resume. The alternate dates will be for the same day of the week as the original Event was scheduled. If Client does not accept one of the three alternate dates proposed by Winery all monies previously paid to the Winery by Client will be non-refundable and forfeited to Winery.

Indemnification

To the maximum extent permitted by law, the Client agrees to indemnify, defend and hold harmless Ponte Winery, the owner and manager of Ponte Winery, and their respective associates and agents against any and all demands, claims, actions, causes of action, loss or damage to persons or property, liabilities and costs, including, without limitation, reasonable attorney's fees arising out of or connected with the event, including the use of the services and facilities of Ponte Winery by the Client, its attendees, invitees or any contractors or third party service providers hired or engaged by the Client, except those claims arising out of the gross negligence or willful misconduct of Ponte Winery. The provision of this section shall survive the performance and expiration of this Agreement.

Risk of Loss

By entering into this Agreement, the Client assumes and accepts the risk of loss for any and all direct or indirect, consequential or punitive damages caused by the Client and its individual attendees entitled to attend the event held at Ponte Winery. Such risk of loss shall include property damage, personal injury or death and all economic damages, including reasonable attorneys' fees incurred by or at Ponte Winery as the result of actions or inactions of the Client and its attendees, guests and invitees.

Property Damage

The Client is responsible for any damage done to the premises or any other property of Ponte Winery by the action or inactions of the Client's guests, invitees, attendees, employees, independent contractors, or other agents while such individuals are on the premises or under its control and/or the control of any independent contractors hired by the Client. Ponte Winery does not assume any responsibility for damage to or loss of any merchandise or articles left at Ponte Winery prior to, during, or following the event.

Intellectual Property

Ponte Winery and Ponte Family Estate are the owners of trade names, trademarks, trade dress, service marks, logo designs, and identifying photographs. Any use of the marks by the Client or any of its members, you or your attendees in any advertising, promotional materials, either printed or electronic, or other marketing of your event is subject to the provisions of a separate License Agreement and is subject to the approval of Ponte Winery, which may be withheld in its sole discretion. Please contact Leah Schmitt at 818-706-8311, for further information on promoting and marketing your event through the use of the marks. Ponte Winery, in its sole discretion, may capture any portion of the event or the attendees, utilizing both still photography and/or videography. The Client agrees that Ponte Winery shall be considered the

copyright author and owner, for all purposes, of any and all such images, and Ponte Winery may reproduce, publish, exhibit, and otherwise use the images, offline or online, for any purposes, including but not limited to social media sites, advertising and marketing, including usage as samples on the Ponte Winery's website, on any promotional materials, in digital or print albums presented to prospective clients or others, or provided to various vendors, event locations, venues or otherwise.

Enforcement of this Agreement

This Agreement shall be governed by the laws of California. The parties agree that any dispute arising under this Agreement or in any manner concerning the Program or any issue between the Client and Ponte Winery shall be solely resolved by final and binding arbitration pursuant to the streamlined rules of JAMS which can be reviewed at www.jamsadr.com. The parties shall bear their own attorneys' fees and costs in the event of such arbitration and the arbitrator shall award the prevailing party its reasonable attorneys' fees and costs.

Emergency

The winery provides on site service staff that are able to provide reasonable assistance in the event of a non-emergency requests. In the event of an emergency, the Client or their guests are responsible to call 911 for help.

Firearms and Weapons

Firearms, knives and all weapons are strictly prohibited on Winery grounds unless the Wedding Coordinator has granted prior written permission. The written permission will then be made a permanent part of this contract. Permission is granted on a case by case situation such as the military ceremonial swords used in some services. Any violation will be subject to immediately ending the event, reporting to the police and subsequent legal action.

Entire Agreement

This Agreement and any attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments and other communications between the parties. This Agreement may not be released, discharged, changed or modified except in writing and signed by duly authorized representatives of both parties. This Agreement may be executed in one or more counterparts, each of which when fully executed, shall be deemed an original, and all of which shall be deemed to be the same agreement.

If any provision of this Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. No waiver of any breach of either party to this Agreement of any term, condition, or obligation set forth in this Agreement shall be deemed a waiver of the same or similar breach thereafter.

If the terms outlined above are not met, including timely receipt of progress payments, we reserve the right to cancel your reservation, assess you the cancellation fees, and offer the date

to other prospective clients.

Model Release Clause:

It is agreed that Ponte Family Estate may use still photographs and video of the Client and all Guests for advertising and promotional purposes with no compensation. If the Client does not agree with the Model Release Clause please provide a written request no later than 14 days prior to your event.

I have read, understand and agree to the above guidelines, costs, non-refundable payment schedule, disclosures and other requirements outlined in this contract.

Client Signature



Client Initials





35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Event: Sage Oak Charter Schools - Meeting Day 2

Account: Sage Oak Charter Schools

Contact: Krista Woodgrit

Phone: 909-531-7774

Email: lsnee@sageoak.education

Address: 1473 Ford Street
Suite 105
Redlands, CA 92325

Event Planner: Carly Lambeth

Phone/Email: (951) 252-1766 ext. 115 /
clambeth@pontewinery.com

Date: Wednesday, September 25, 2024

Time: 8:00 AM - 6:00 PM

Location: Reserve Room and Reserve Room Veranda

Event Type: Corporate

Expected Guests: 7

Guaranteed Guests:

Room Rental: \$500.00

F&B Minimum: \$1,000.00

ADDENDUM TO Sage Oak Charter Schools - Meeting Day 2

In response to the recent outbreak of COVID-19, more commonly known as Corona Virus, the parties agree that should any governmental entity issue an order, rule or regulation or should Ponte believe, that as a result of the Coronavirus, it is advisable for the safety of its guests, associates and all concerned, that any scheduled event be cancelled or postponed or that Ponte's operations cease temporarily, the parties agree to the following modification to the agreement.

The event which is the subject of the Agreement, shall be rescheduled for a mutually acceptable date, subject to availability, within six (6) months of the date the applicable governmental order, rule or regulation is lifted or within six (6) months of the date Ponte determines that the safety of its guests, associates and all concerned is no longer compromised. No deposits, which would otherwise be refundable, will be subject to refund by Ponte. The deposit schedule for the rescheduled event shall coincide with the deposit schedule as outlined in the Agreement. For example, if deposit #2 is due 60 days before the scheduled event, the amended deposit date shall be 60 days prior to the rescheduled event.

The parties acknowledge that all other terms and conditions of the original Agreement shall remain in full force and effect.

Client Signature

A handwritten signature in black ink, appearing to read "Tim OB", with a long horizontal flourish extending to the right.



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Credit Card Authorization

Please fill in the following form to secure your reservation on Wednesday, September 25, 2024 at Ponte Family Estate Winery. The deposit for this event is \$500.00 and will be charged to the card below.

The Food & Beverage Minimum for your event is \$1,000.00.

This is not an electronic document. Please print the credit card authorization form, complete, sign and return.

The credit card placed on file will automatically be charged for the scheduled deposits listed in this contract. If a new credit card is required for payment we must be notified prior to the deposit due dates.

Credit Card Authorization Form

Credit Card Type:	
Name on Credit Card:	
Credit Card Number:	Security Code:
Expiration Date:	
Credit Card Billing Address:	
I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.	
Cardholder's Signature:	
Print Name:	
Date:	



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Event Contract

Event: Sage Oak Charter Schools - Meeting Day 3	Date: Thursday, September 26, 2024
Account: Sage Oak Charter Schools	Time: 8:00 AM - 1:00 PM
Contact: Krista Woodgrit	Location: Reserve Room and Reserve Room Veranda
Phone: 909-531-7774	Event Type: Corporate
Email: lsnee@sageoak.education	Expected Guests: 7
Address: 1473 Ford Street Suite 105 Redlands, CA 92325	Guaranteed Guests:
Event Planner: Carly Lambeth	Room Rental: \$500.00
Phone/Email: (951) 252-1766 ext. 115 / clambeth@pontewinery.com	F&B Minimum: \$1,000.00

Name	Date	Time	Areas	Gtd
Sage Oak Charter Schools - Meeting Day 1	9/24/2024	8:00 am – 6:00 pm	Reserve Room and Reserve Room Veranda	
Sage Oak Charter Schools - Meeting Day 2	9/25/2024	8:00 am – 6:00 pm	Reserve Room and Reserve Room Veranda	
Sage Oak Charter Schools - Meeting Day 3	9/26/2024	8:00 am – 1:00 pm	Reserve Room and Reserve Room Veranda	

Food

Qty		Price	Total
1	Thursday Food & Beverage Minimum - Reserve Room	\$1,000.00	\$1,000.00

Room Rental

Qty		Price	Total
1	Thursday Venue Rental Fee - Reserve Room	\$500.00	\$500.00

Estimated Billing

		Total
Room Rental		\$500.00
Food		\$1,000.00
Subtotal		\$1,500.00
Service Charge	22.0%	\$330.00
TVWAHD Assmt	1.0%	\$18.30
State Sales Tax	7.75%	\$143.24
Grand Total		\$1,991.54
Initial Deposit (Due 8/22/2024)	Unpaid	\$500.00
2nd Deposit (Due 8/29/2024)	Unpaid	\$1,491.54
Estimated Amount Due (9/12/2024)		\$1,991.54

Client Initials 



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Price Break Down:

CHARGES, POLICIES & CONDITIONS

Duration, Food/Beverage Minimum, Room Rental Fee:

- Event Must End No Later than 6:00pm
- Food and Beverage Minimum is \$1,000 plus tax and service charge
- Room Rental Fee is \$500 plus tax and service charge

Menu and beverage selections will be decided at the Final Appointment (six to eight weeks prior to the date of the event). **Fourteen (14) days prior to the event, we must receive your guaranteed guest count; including number of adults, children, and vendors attending as well as the entrée selection for each guest. The guaranteed guest count given at this time will be the total number of meals you will be charged for, even if your guest count decreases. If guest count exceeds the agreed upon number of guests, Ponte Winery will make a reasonable effort to duplicate the menu selected and Client will be charged accordingly.**

What's Included:

The Menu Price Includes the Following:

- Tables; 66" rounds for dining tables and/or 6' banquet for auxiliary tables.
- Set-up and breakdown of the event site.
- Choice of solid colored house floor length table linens and overlays, cloth napkins for dining, all china, tableware, and stemware. Upgraded linens and chair covers are also available at an additional charge.
- A 16' x 16' dance floor in the Vineyard Pavilion. Not necessary in Barrel Room or Reserve Room.

Limitations and Surcharges:

Beverages: Wine and Beer must be selected from the current Ponte Wine List. Additional wine may be purchased the night of your event. Guests can purchase wine by the bottle (or by the case at a 10% discount). No other discounts apply to wine purchases.

- Facility rental requires the purchase of Ponte Winery food and beverages.

- Riverside Health Department does not allow Ponte to serve homemade goods; Ponte is a health-approved kitchen.
- Outside Wine and Champagne may be brought in at a \$25.00 per bottle corkage fee. Ponte does not allow any other type of alcohol to be brought onto the premise.
- The minimum guest count requirement is applicable to full price adults only.
- The capacity for the Barrel Room is 100 guests for sit down dinner only, and the Reserve Room indoor capacity is 90 guests for sit down dinner only.
- The Bar will close 15 minutes prior to the conclusion of the event and alcohol service will stop.
- All music will stop 15 minutes prior to conclusion of the event.
- No hard liquor is allowed at the Winery.
- Any outside alcoholic beverages brought onto the property by Client or guest without prior arrangement by the Client and a Ponte Winery coordinator will be confiscated and the guest will be asked to leave the event.
- Ponte Winery reserves the right to refuse service to anyone who is, in our opinion, intoxicated.
- No open alcoholic beverages are allowed to be taken off the grounds.
- All guests will be required to vacate the premises within 30 minutes of the conclusion of your event.
- Vendors must vacate the property within 60 minutes of the conclusion of your event; overtime will be charged if vendors extend past the 60 minutes at a charge of \$150.00 per hour. You may pre-purchase additional vendor setup or breakdown time, based on availability, at a rate of \$150.00 per-hour.
- Extra event time may be pre-purchased at a rate of \$650.00 per hour plus any extra bar, food and beverage fees. Event time cannot exceed 10:00pm.
- Client is responsible for all personal items. Ponte Winery will not be held responsible for any valuable items left.
- Parking is complimentary to our guests. For the majority of events this parking area will be sufficient. Valet parking is available for an additional charge. Ponte Winery is not responsible for any damage or theft to vehicles parked in the parking lot.

In addition to the Menu price, the following scenarios will be applied to Client's final bill and will be payable upon receipt: charges for wine used in excess of the requested quantity, additional client requests, overtime, breakage or other facility damage, or other unforeseen costs. Sales tax (7.75%) and service charge (22%) will be added at the current prevailing rate. Temecula Valley Wine & Agricultural Heritage District Assessment is all sales are subject to a 1% fee. The set-up times and consultations are limited to the time frames established herein. Alterations to these policies are permitted only with a rider to this contract and are subject to the current overtime and consultation fees, tax and service charge.

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- C. The second payments can be made by personal check.
- D. **The final payment cannot be made by personal check; accepted tender is a credit card, cash, money order or a cashier’s check.**

Cancellation:

- A. The event deposit of 10% of the total amount of the contract, or \$500.00 whichever is greater, that is paid upon booking is non-refundable after 72 hours of booking your event. In the event that you should cancel the Event and this contract within 72 hours of signing it, you agree to pay Ponte Winery a \$250 administration fee (to be deducted from the Client’s deposit). In the event that Ponte Winery must for any reason cancel the contract within 72 hours of booking we will give you a full refund of your deposit.
- B. Should either party cancel the event for any reason, except for an act of God after the 72 hours following the signing of this contract, then liquidated damages shall be paid by the canceling party to the non-canceling party at the time of the cancellation. This amount is agreed not to constitute a penalty.
- C. Under these circumstances, Ponte Family Estate will make every effort to reschedule your on a mutually agreed upon date. Death or disability of a participant or a guest in the event is not considered, for purposes of this contract, an Act of God.
- D. Insurance is available to cover death or illness along with other insurable circumstances.
- E. All cancellations must be requested in writing.

Payments made by the canceling party to the non-canceling party shall be made according to the following schedule:

9 months or more prior to event date	10% of the total contract amount.
6 to 9 months prior to event	30% of the total contract amount
3 to 6 months prior to event	60% of the total contract amount
3 months to 7 days prior to event	90% of the total contract amount
7 days or less prior to event	100% of the total contract amount

The non-refundable event deposit is 10% of the total amount of the contract or \$500.00 whichever is greater. The final payment is due Fourteen (14) days prior to the event. **The final payment cannot be made by personal check; credit card, money order, or cashier’s check will be accepted.**

Outside Vendor Rules and Regulations:

Please be sure to inform your outside vendors of Ponte Winery policies prior to the event.

Set-up time for Vendors can begin one (1) hour prior to the beginning of your event. Special requests for setup time will be considered. Load-out time lasts one (1) hour after the conclusion of your Event. If your vendor extends beyond this time frame, you will be charged overtime. If these time frames cannot be observed because of extenuating circumstances, please see your coordinator to determine if special arrangements can be made. Any agreement to extend beyond these parameters requires a written rider to your contract and overtime will be charged at the current per-hour rate.

Vendor Insurance: It is the Client's responsibility to ensure that all vendors providing a service that utilize or modify our facility in some way at Ponte Family Estate Winery are covered by a Certificate of Insurance. If a copy is requested, the vendor will need to provide a Certificate of Insurance naming Ponte Family Estate Winery as an additional insured for an amount of no less than \$1,000,000. The copy provided must have an endorsement of their policy as additionally insured.

Vendor Meals: If vendor meals are required, they will be offered at a 50% discount of the per person event menu rate. These meals must be ordered at least two weeks prior to your event. A Non-alcoholic beverage will be provided. No other alcohol is permitted while at Ponte Winery. If a vendor brings outside alcoholic beverages or illegal substances to Ponte Winery, he or she will be asked to leave immediately.

Decorations Supplied by Outside Vendors: All flowers and other decorations will be kept in the elegant theme and good taste of the Winery's architecture and décor. No items may be attached to the structures of the Winery. Decorations may not be fastened with thumbtacks, duct tape, nails, staples or glue guns. Zip ties, pipe cleaners and floral wire are suggested. All decorations must have prior approval of Ponte Winery, and must be set up and displayed so as not to interfere with the Winery's daily operation. Elaborate décor may not be completed by the guest unless sufficiently insured for liability reasons. As an additional expense, Ponte staff will execute your décor requests within reason. Glitter, confetti, crepe paper and rice are prohibited at the winery.

Candles are required to be drip-less or be enclosed in a hurricane in order to prevent damage. In the event that damage to linens or flooring is incurred, it will be the Client's responsibility to cover cost.

If helium or Mylar balloons are released in the Vineyard Pavilion a charge of \$250.00 will be added to your final bill for their removal.

To ensure the security of gifts we request that a family member be assigned to collect and remove gifts upon the conclusion of your event. All personal items (cake pieces, toasting glasses, floral arrangements or decorations) shall also be removed at the conclusion of the event. All items left on the premise for more than 48 hours including centerpieces, décor, etc. will be considered trash and will be thrown away.

Set-Up/Break-Down: The Client and their vendors shall have limited access to the facility one (1) hour prior to commencement of the event. Immediately after the event, all property belonging to the Client and their vendors shall be removed from Ponte Winery. If a Vendor is not present at the end of the event, they shall have until 10:00 a.m. the following day to retrieve their property. Any additional access must be prearranged and authorized by Ponte Winery and will be available only by written agreement. This time will be charged as overtime, at the current rates. Daily hours for the Winery are 10:00 a.m. to 5:00 p.m.

Weather: Ponte Winery cannot be held responsible for inclement weather. Days can be very hot in the summer and the nights chilly, particularly in the spring and fall. Winters can be cold even during the day. Due to the unpredictability of weather in the Temecula region and to the large variation in temperature possible during any given afternoon/evening, we recommend informing your guests to dress accordingly.

Smoking: Smoking is permitted in the outdoor areas surrounding the Ponte Winery structures and cigarette disposal areas are clear. In accordance with California State Law, **NO** smoking is allowed inside any of the winery buildings, restrooms, or the Vineyard Pavilion.

Miscellaneous Provisions:

Service and Consumption of Alcohol

Ponte Winery shall be the sole provider of food and beverage services for the event. No outside alcohol of any type shall be brought onto Ponte Winery's premises unless otherwise provided for by Ponte Winery. The Client shall be responsible for notifying Ponte Winery of any food or other allergies of any event attendee, which allergies Ponte Winery will attempt but cannot guarantee it will be able to accommodate. Ponte Winery shall be the sole provider and server of alcoholic beverages at the event. Alcohol may be consumed only in the areas designated by Ponte Winery. Identification or proof of age may be requested by Ponte Winery from any person who appears to be under the age of 30. Ponte Winery shall refuse service to any attendee or invitee to the event who appears to be intoxicated or under the age of 30 without identification or proof of age. The Client agrees to cooperate with and assist Ponte Winery in enforcing both the laws of the State of California and the above policies regarding the consumption of alcoholic beverages at the Venue.

Force Majeure

The parties' performance under this Agreement will be excused or may be delayed or modified without liability in the event performance is made illegal or impossible due to acts of God, including but not limited to fire, earthquake, flood, acts war or terrorism, acts of civil or military authorities, strikes, labor disputes, shortages of transportation, facilities, fuel, energy, labor or materials, riots, accidents, natural disasters, governmental control, regulation, or other action (including requirements for permits or other authorizations by any governmental agency having jurisdiction), or any other cause or circumstance unforeseen and/or beyond the reasonable control of either party. In the event it becomes necessary for the Winery to cancel this contract pursuant to this force majeure paragraph, the Winery will offer three alternate dates for the

Event once operations are able to resume. The alternate dates will be for the same day of the week as the original Event was scheduled. If Client does not accept one of the three alternate dates proposed by Winery all monies previously paid to the Winery by Client will be non-refundable and forfeited to Winery.

Indemnification

To the maximum extent permitted by law, the Client agrees to indemnify, defend and hold harmless Ponte Winery, the owner and manager of Ponte Winery, and their respective associates and agents against any and all demands, claims, actions, causes of action, loss or damage to persons or property, liabilities and costs, including, without limitation, reasonable attorney's fees arising out of or connected with the event, including the use of the services and facilities of Ponte Winery by the Client, its attendees, invitees or any contractors or third party service providers hired or engaged by the Client, except those claims arising out of the gross negligence or willful misconduct of Ponte Winery. The provision of this section shall survive the performance and expiration of this Agreement.

Risk of Loss

By entering into this Agreement, the Client assumes and accepts the risk of loss for any and all direct or indirect, consequential or punitive damages caused by the Client and its individual attendees entitled to attend the event held at Ponte Winery. Such risk of loss shall include property damage, personal injury or death and all economic damages, including reasonable attorneys' fees incurred by or at Ponte Winery as the result of actions or inactions of the Client and its attendees, guests and invitees.

Property Damage

The Client is responsible for any damage done to the premises or any other property of Ponte Winery by the action or inactions of the Client's guests, invitees, attendees, employees, independent contractors, or other agents while such individuals are on the premises or under its control and/or the control of any independent contractors hired by the Client. Ponte Winery does not assume any responsibility for damage to or loss of any merchandise or articles left at Ponte Winery prior to, during, or following the event.

Intellectual Property

Ponte Winery and Ponte Family Estate are the owners of trade names, trademarks, trade dress, service marks, logo designs, and identifying photographs. Any use of the marks by the Client or any of its members, you or your attendees in any advertising, promotional materials, either printed or electronic, or other marketing of your event is subject to the provisions of a separate License Agreement and is subject to the approval of Ponte Winery, which may be withheld in its sole discretion. Please contact Leah Schmitt at 818-706-8311, for further information on promoting and marketing your event through the use of the marks. Ponte Winery, in its sole discretion, may capture any portion of the event or the attendees, utilizing both still photography and/or videography. The Client agrees that Ponte Winery shall be considered the

copyright author and owner, for all purposes, of any and all such images, and Ponte Winery may reproduce, publish, exhibit, and otherwise use the images, offline or online, for any purposes, including but not limited to social media sites, advertising and marketing, including usage as samples on the Ponte Winery's website, on any promotional materials, in digital or print albums presented to prospective clients or others, or provided to various vendors, event locations, venues or otherwise.

Enforcement of this Agreement

This Agreement shall be governed by the laws of California. The parties agree that any dispute arising under this Agreement or in any manner concerning the Program or any issue between the Client and Ponte Winery shall be solely resolved by final and binding arbitration pursuant to the streamlined rules of JAMS which can be reviewed at www.jamsadr.com. The parties shall bear their own attorneys' fees and costs in the event of such arbitration and the arbitrator shall award the prevailing party its reasonable attorneys' fees and costs.

Emergency

The winery provides on site service staff that are able to provide reasonable assistance in the event of a non-emergency requests. In the event of an emergency, the Client or their guests are responsible to call 911 for help.

Firearms and Weapons

Firearms, knives and all weapons are strictly prohibited on Winery grounds unless the Wedding Coordinator has granted prior written permission. The written permission will then be made a permanent part of this contract. Permission is granted on a case by case situation such as the military ceremonial swords used in some services. Any violation will be subject to immediately ending the event, reporting to the police and subsequent legal action.

Entire Agreement

This Agreement and any attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments and other communications between the parties. This Agreement may not be released, discharged, changed or modified except in writing and signed by duly authorized representatives of both parties. This Agreement may be executed in one or more counterparts, each of which when fully executed, shall be deemed an original, and all of which shall be deemed to be the same agreement.

If any provision of this Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. No waiver of any breach of either party to this Agreement of any term, condition, or obligation set forth in this Agreement shall be deemed a waiver of the same or similar breach thereafter.

If the terms outlined above are not met, including timely receipt of progress payments, we reserve the right to cancel your reservation, assess you the cancellation fees, and offer the date

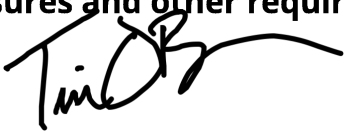
to other prospective clients.

Model Release Clause:

It is agreed that Ponte Family Estate may use still photographs and video of the Client and all Guests for advertising and promotional purposes with no compensation. If the Client does not agree with the Model Release Clause please provide a written request no later than 14 days prior to your event.

I have read, understand and agree to the above guidelines, costs, non-refundable payment schedule, disclosures and other requirements outlined in this contract.

Client Signature



Client Initials





35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Event: Sage Oak Charter Schools - Meeting
Day 3

Account: Sage Oak Charter Schools

Contact: Krista Woodgrit

Phone: 909-531-7774

Email: lsnee@sageoak.education

Address: 1473 Ford Street
Suite 105
Redlands, CA 92325

Event Planner: Carly Lambeth

Phone/Email: (951) 252-1766 ext. 115 /
clambeth@pontewinery.com

Date: Thursday, September 26, 2024

Time: 8:00 AM - 1:00 PM

Location: Reserve Room and Reserve Room
Veranda

Event Type: Corporate

Expected Guests: 7

Guaranteed Guests:

Room Rental: \$500.00

F&B Minimum: \$1,000.00

ADDENDUM TO Sage Oak Charter Schools - Meeting Day 3

In response to the recent outbreak of COVID-19, more commonly known as Corona Virus, the parties agree that should any governmental entity issue an order, rule or regulation or should Ponte believe, that as a result of the Coronavirus, it is advisable for the safety of its guests, associates and all concerned, that any scheduled event be cancelled or postponed or that Ponte's operations cease temporarily, the parties agree to the following modification to the agreement.

The event which is the subject of the Agreement, shall be rescheduled for a mutually acceptable date, subject to availability, within six (6) months of the date the applicable governmental order, rule or regulation is lifted or within six (6) months of the date Ponte determines that the safety of its guests, associates and all concerned is no longer compromised. No deposits, which would otherwise be refundable, will be subject to refund by Ponte. The deposit schedule for the rescheduled event shall coincide with the deposit schedule as outlined in the Agreement. For example, if deposit #2 is due 60 days before the scheduled event, the amended deposit date shall be 60 days prior to the rescheduled event.

The parties acknowledge that all other terms and conditions of the original Agreement shall remain in full force and effect.

Client Signature 



35053 Rancho California Road, Temecula, California 92591 P: (951)-694-9444

Credit Card Authorization

Please fill in the following form to secure your reservation on Thursday, September 26, 2024 at Ponte Family Estate Winery. The deposit for this event is \$500.00 and will be charged to the card below.

The Food & Beverage Minimum for your event is \$1,000.00.

This is not an electronic document. Please print the credit card authorization form, complete, sign and return.

The credit card placed on file will automatically be charged for the scheduled deposits listed in this contract. If a new credit card is required for payment we must be notified prior to the deposit due dates.

Credit Card Authorization Form

Credit Card Type:	
Name on Credit Card:	
Credit Card Number:	Security Code:
Expiration Date:	
Credit Card Billing Address:	
I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.	
Cardholder's Signature:	
Print Name:	
Date:	



Group Booking Agreement

COMPANY NAME: Sage Oak Education

GROUP NAME: Sage Oak Education

GROUP CONTACT:

LeAnn Snee
Executive Assistant
Sage Oak Education
1473 For St STE 105
Redlands, CA 92373
Phone: (909) 531-7774
lnee@sageoak.education

INN CONTACT:

Caitlin Smith
Hotel Manager
Ponte Vineyard Inn
35001 Rancho California Road
Temecula, CA 92591
Phone: (951) 587-6688 ext. 308
csmith@pontevineyardinn.com

This Agreement is made this August 15th, 2024, by and between Ponte Vineyard Inn LLC ("The Inn"), located at 35001 Rancho California Road Temecula, CA 92591, and Sage Oak Education ("the Group") in connection with Sage Oak Education (name of the Program) beginning September 23rd, 2024 – September 26th, 2024 ("the Program Dates").

RESERVATION AND ACCEPTANCE

The Inn will hold/reserve the outlined rooms, facilities, terms, and food and beverage arrangements, and other agreed upon details for the Program Dates ("the Program") on a tentative right-of-first-refusal basis until August 22nd, 2024 ("the Expiration Date").

However, if another group requests rooms and facilities on dates that conflict with your reservation, and is willing to confirm these terms prior to this Expiration Date, we will require you to accept or reject this contract, in writing, by 5:00 p.m. (PST) within two business days of our notification.

Once you accept and agree with this contract, please sign and return it to us on or before the Expiration Date so the Program can be confirmed on a definite basis. If the signed contract and a deposit are not returned to us by the Expiration Date, the Accommodations will be released and all terms previously negotiated and outlined herein regarding the Program will expire.

GROUP ROOM BLOCK

The following block of 18 room nights ("Room Block Commitment") has been reserved for the Group.

Room Type	Mon. 09/23/24	Tues. 09/24/24	Wed. 09/25/24	Thurs. 09/26/24		
Run of House	6	6	6	Depart		

GROUP ROOM RATE

Room rates are "room only" for single or double occupancy only and are subject to the prevailing room tax and all other applicable taxes and assessments. Group room rates are confirmed net of any commissions which might be due to a travel agency or other entity by the Group. There are no resort fees, parking charges, Internet charges, or energy surcharges.

Room Type	Mon. 09/23/24	Tues. 09/24/24	Wed. 09/25/24	Thurs. 09/26/24		
Run of House	\$229	\$229	\$229	Depart		

RESERVATION PROCEDURE

All rooms within the Group Room Block must be confirmed, in writing by 5:00 pm (PST) by August 23rd, 2024 ("the Cut-Off date"). (An email confirmation will be acceptable.). A final rooming list with names, room type requested and exact arrival and departure dates, is required on or before the Cut-off Date. Please complete the enclosed rooming list (Exhibit A) to ensure that each attendee's reservation is handled in accordance with your instructions. After the Cut-Off date, guestrooms will be confirmed on a space available basis. Whenever used in this Agreement, "space available" shall be determined within the sole discretion of management of the Inn.

All rooms remaining in your block after the Cut-off Date will be returned to general inventory for sale to others who may be looking for a room. Any reservation requests after the Cut-Off Date will be accepted on a space available basis at the rate in effect at that time for the type of room requested.

SCHEDULE FOR GROUP ROOM BLOCK ADJUSTMENTS

If you require additional guestrooms after submitting your rooming list, or after the Cut-off Date, we will confirm them on a space available basis at the rate in effect at the time of the request for the type of room requested and add them to your contracted nightly Group Room Block.

- Between the date of this Agreement and 5:00 pm (PST) on the 15th day prior to your arrival you may:
 - (a) Reduce up to 10% of the nightly Group Room Block without charge or,
 - (b) Reduce more than 10% of the nightly Group Room Block and be charged a reduction fee equal to the Group Room Rate and taxes multiplied by the number of rooms cancelled in excess of 10% for each night cancelled.
- Within 1 to 14 days prior to your arrival, all rooms are non-cancellable. Therefore, any reductions to the Group Room Block after 5:00 p.m. (PST) on or after the 14th day prior to your arrival will incur a reduction fee equal to the Group Room Rate and taxes multiplied by the number of rooms cancelled for each night cancelled.

CHECK-IN / CHECK-OUT

Check-in time is 4:00pm and checkout time is 12:00pm. The Inn will attempt to accommodate guests arriving early for check-in provided, in the Inn's sole determination, the guest room is available for check-in. Late departures are subject to such additional fees as the Inn will assess in its sole and absolute discretion.

ROOMS MASTER ACCOUNT

The Group will be responsible for:

- Guestrooms and tax
- All incidental charges must be paid for by each guest. A valid credit card for the guest occupying the room will be required for each room at check in.

EARLY ARRIVAL / EXTENDED DEPARTURES

Guests arriving before or departing after the dates of the program will be confirmed on a space available basis at the rate in effect at that time for the room occupied.

TAXES AND SERVICE CHARGES

Room rates are subject to the prevailing Riverside County room tax. Food and beverage and all Inn purchases are subject to California state sales tax.

Current taxes and service charges are:

County Room Tax: 10%

California Tourism Tax: 0.195%

Temecula Wine Country Tourism Marketing: 2%

State Sales Tax: 7.75%

Taxes are subject to change in accordance with California law.

MASTER ACCOUNT DEPOSIT POLICY & PAYMENT PROCEDURES

The Inn will establish a Master Account(s) for billing items you specifically determine. Based on the current value of your Program a non-refundable deposit schedule is listed below. If the value of your Program changes from the date of this agreement, the following deposit amounts will be adjusted accordingly.

Initial Deposit: 50% of Program Value in the amount of \$2312.37 is due on the date of this agreement, by check or credit card.
Final Deposit: 50% of Program Value in the amount of \$2312.37 is due by 5:00pm on September 9th, 2024, by check or credit card.
Miscellaneous: Due at Program conclusion by credit card on file

Any charges to an individual's room account must be settled at checkout by the individual occupying the room.

An invoice is enclosed (Exhibit B) to facilitate these deposit payments. If you prefer to provide your deposits by credit card, we are happy to accept Visa, American Express, MasterCard and Discover Card.

Please send deposits to:

Accounting Department
Attn: Caitlin Smith
Ponte Vineyard Inn
35001 Rancho California Road
Temecula, CA 92591

If any required deposit or payment is not made within the time specified above, the Inn may, at its option, deem the Program to be cancelled, in which case cancellation charges will apply as noted below and the Inn will retain any deposits made and apply them to the cancellation charges.

CANCELLATION POLICY

For a complete group cancellation, the following cancellation fees will apply for guest rooms, catered food/beverage, meeting charges and taxes (Note that all cancellations must be made in writing)

- (a) If the Group cancels between the date of this signed agreement and September 8th, 2024 by 5:00pm a cancellation fee equal to the sum of the Initial Deposit will be assessed.
- (b) If the cancellation occurs between September 9th, 2024 by 5:00pm and your day of arrival a cancellation fee equal to the sum of the Initial Deposit, Second Deposit, Third Deposit, and Final Deposit will be assessed.

BILLING

The Group agrees to pay any total balance owing on the Master Account not paid at checkout upon receipt of the invoice. If the Group disputes the invoice, the Inn must receive a description in writing of any disputed amounts within fifteen (15) days of receipt of the invoice. Any payments not made within 30 days of the date of the invoice will accrue interest at the maximum rate allowed by law. Any dispute about billings or any provision of this Agreement shall be subject to arbitration as described below.

INSURANCE

Each party (The Inn and Group) will maintain during the term of this Agreement, at its expense, comprehensive general and auto liability insurance covering bodily injury (including death) and property damage arising out of acts or omissions by either party or a third party. The minimum limit is \$1,000,000. The Group agrees to provide evidence of such insurance whenever requested and further agrees to name the Inn as an additional insured on all policies.

PROGRAM ATTENDEE CONDUCT

The Group shall be responsible for ensuring the appropriate behavior of all attendees to the Program. All Program attendees and invitees shall abide by all State of California and County of Riverside laws and ordinances. The Inn must reserve the right to interrupt or terminate the Program if the Group fails to abide by all such laws and ordinances or to cooperate with the Inn to prevent or stop acts of threatening situations during that Program that the Inn believes, in its sole discretion, may result in damage to the Inn, the reputation of the Inn or to injury to any person, including but not limited to the Inn's staff. Children, defined as any minor under the age of 18, must be supervised at all times by an adult over the age of 21.

SERVICE AND CONSUMPTION OF ALCOHOL

The Inn shall be the sole provider of food and beverage services for the Program. No outside food or beverage shall be brought into the meeting/event space. No outside alcohol of any type shall be brought onto the Inn's premises. The Group shall be responsible for notifying the Inn of any food or other allergies of any Program attendee, which allergies the Inn will attempt but cannot guarantee it will be able to accommodate. The Inn shall be the sole provider and server of alcoholic beverages at the Program. Alcohol may be consumed only in the areas designated by the Inn. Identification or proof of age may be requested by the Inn from any person who appears to be under the age of 30. The Inn shall refuse service to any attendee or invitee to the Program who appears to be intoxicated or under the age of 30 without identification or proof of age. The Group agrees to cooperate with and assist the Venue in enforcing both the laws of the State of California and the above policies regarding the consumption of alcoholic beverages at the Venue.

FORCE MAJEURE

The parties' performance under this Agreement will be excused or may be delayed or modified without liability in the event performance is made illegal or impossible due to acts of God, including but not limited to fire, earthquake, flood, acts war or terrorism, acts of civil or military authorities, strikes, labor disputes, shortages of transportation, facilities, fuel, energy, labor or materials, riots, accidents, natural disasters, governmental control, regulation, or other action (including requirements for permits or other authorizations by any governmental agency having jurisdiction), or any other cause or circumstance unforeseen and/or beyond the reasonable control of either party. In the event it becomes necessary, in the sole discretion of the Inn, to cancel this Agreement pursuant to this provision, the Inn's liability will be limited to the repayment of all deposits or payments made by the Group and the Group shall have no other recourse against the Inn at law or in equity.

INDEMNIFICATION

To the maximum extent permitted by law, the Group agrees to indemnify, defend and hold harmless the Inn, the owner and manager of the Inn, and their respective associates and agents against any and all demands, claims, actions, causes of action, loss or damage to persons or property, liabilities and costs, including, without limitation, reasonable attorney's fees arising out of or connected with the Program, including the use of the services and facilities of the Inn by the Group, its attendees, invitees or any contractors or third party service providers hired or engaged by the Group, except those claims arising out of the gross negligence or willful misconduct of the Inn. The provision of this section shall survive the performance and expiration of this Agreement.

AMERICANS WITH DISABILITIES ACT

The Inn, to the best of its knowledge had complied with all applicable regulations and guidelines of the ADA. The Group agrees to immediately notify the Inn if it believes any barrier exists based on the disability of an attendee. In such an event, the Inn will attempt to reasonably accommodate such disability in compliance with its legal obligations.

RISK OF LOSS

By entering into this Agreement, the Group assumes and accepts the risk of loss for any and all direct or indirect, consequential or punitive damages caused by the Group and its individual attendees registered and staying at the Inn and/or entitled to attend the Program held at the Inn. Such risk of loss shall include property damage, personal injury or death and all economic damages, including reasonable attorneys' fees incurred by or at the Inn as the result of actions or inactions of the Group and its attendees, guests and invitees.

DISTURBANCE

The Group agrees that out of respect for other groups or individuals that noise will be kept at a reasonable level, as determined by the Inn. Any expenses incurred by the Inn due to the interference of the Program on another guest(s) stay, including but not limited to noise, will be charged to the Group. In addition, the Inn must reserve the right to cancel this Agreement at any time and to evict any member of the Group who refuses to abide by this Disturbance policy or by any other rules of the Inn concerning the behavior of guests or invitees. The Group agrees to ensure that any of its attendees, guests or invitees abides by the Inn's quiet hours of 10pm to 8am.

NON-SMOKING

The Inn is a non-smoking hotel, including but not limited to: vapor, marijuana, cigarettes, cigar and electronic cigarettes. Smoking in guest rooms, patios and/or balconies will result in a \$250 fee. Use of medicinal marijuana is not permitted anywhere on Ponte property.

PROPERTY DAMAGE

The Group is responsible for any damage done to the premises or any other property of The Inn by the action or inactions of the Group's guests, invitees, attendees, employees, independent contractors, or other agents while such individuals are on the premises or under its control and/or the control of any independent contractors hired by the Group. The Inn does not assume any responsibility for damage to or loss of any merchandise or articles left at The Inn prior to, during, or following the Program or stay.

INTELLECTUAL PROPERTY

The Inn and Ponte Family Estate are the owners of trade names, trademarks, trade dress, service marks, logo designs, and identifying photographs. Any use of the marks by the Group or any of its members, you or your Group in any advertising, promotional materials, either printed or electronic, or other marketing of your event is subject to the provisions of a separate License Agreement and is subject to the approval of The Inn, which may be withheld in its sole discretion. Please contact Leah Schmitt at 805-383-0367, for further information on promoting and marketing your Program through the use of the marks.

ENFORCEMENT OF THIS AGREEMENT

This Agreement shall be governed by the laws of California. The parties agree that any dispute arising under this Agreement or in any manner concerning the Program or any issue between the Group and the Inn shall be solely resolved by final and binding arbitration pursuant to the streamlined rules of JAMS which can be reviewed at www.jamsadr.com. The parties shall bear their own attorneys' fees and costs in the event of such arbitration and the arbitrator shall award the prevailing party its reasonable attorneys' fees and costs.

ENTIRE AGREEMENT

This Agreement and any attachments hereto constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments and other communications between the parties. This Agreement may not be released, discharged, changed or modified except in writing and signed by duly authorized representatives of both parties. This Agreement may be executed in one or more counterparts, each of which when fully executed, shall be deemed an original, and all of which shall be deemed to be the same agreement.

If any provision of this Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. No waiver of any breach of either party to this Agreement of any term, condition, or obligation set forth in this Agreement shall be deemed a waiver of the same or similar breach thereafter.

ACCEPTANCE OF AGREEMENT:


Should the arrangements outlined in this Agreement meet with your approval, please indicate your acceptance by signing below and returning the signed copy (and required deposit) to the Inn on or before the **Expiration Date of August 22nd, 2024**. After this date, if we have not received a signed Agreement, we reserve the right to release the space being held for you as specified above.

This Agreement shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Inn.

For: Sage Oak Education

By: Tim O'Brien
(Please Print)

Title: CFO, Asst. Superintendent of Business Services

Signature:  Date: 8/27/2024

Any changes indicated within the Agreement have been initialed and approved by the Inn.

Countersignature: _____ Date: _____

Caitlin Smith
Hotel Manager
On behalf of Ponte Vineyard Inn

DEPOSIT AUTHORIZATION

Please complete the below credit card information as a valid credit card must be placed on file.

Credit Card Type: _____

Last 4 digits of Credit Card Number: _____
(For security purposes please contact Caitlin Smith (951) 586-6688 to provide your full credit card number)


Expiration Date: _____

Security Code: _____

Name on Credit Card: _____

I authorize the Inn, to charge my credit card for the deposit(s) as outlined in my Group Booking Agreement, cancellation fees as outlined in my Group Booking Agreement if applicable and any balance due following my event.

Signature of Cardholder: _____

Initials:  / _____
The Group The Inn

Ponte Vineyard Inn Group Sales Invoice Exhibit B

Date: August 15th, 2024

The Group: Sage Oak Education

Dates Booked: September 23rd, 2024 – September 26th, 2024

Invoice Number: 550113

Contact Information:

LeAnn Snee
Executive Assistant
Sage Oak Education
1473 For St STE 105
Redlands, CA 92373
Phone: (909) 531-7774
lnee@sageoak.education

Deposit Amounts and Due Dates:

	Amount	Due Date
Initial Deposit	\$2312.37	With signed agreement
Final Deposit	\$2312.37	September 9 th , 2024

Please send deposits to:

Accounting Department
Attn: Caitlin Smith
Ponte Vineyard Inn
35001 Rancho California Road
Temecula, CA 92591

Coversheet

Consent - Education Services

Section: XI. Consent Agenda
Item: B. Consent - Education Services

Purpose:
Submitted by:

Related Material:

BUS Consent - Education Services_9.12.2024.pdf
2024-2025 Nonpublic, Nonsectarian School:Agency Services, Master Contract and Individual Service Agreement_9.12.2024.pdf
2024-2025 Special Education Contracted Vendors List_9.12.2024.pdf
StrongMind, Inc. Service Agreement_9.12.2024.pdf
BrightThinker Order #SQ-0490_9.12.2024.pdf
Bright Thinker Order Form #SQ-0671_9.12.2024.pdf
Time4Learning Purchase Order Agreement 2024_9.12.2024.pdf
TPR Education, LLC dba The Princeton Review Statement of Work_9.12.2024.pdf
ABCYa.com Order Form_9.12.2024.pdf
NWEA Sales Order_9.12.2024.pdf
2024-2025 Sacramento One-Day Field Trip Request Form_9.12.2024.pdf
2024-2025 Chicago Overnight Field Trip Request Form_9.12.2024.pdf

SAGE OAK CHARTER SCHOOLS

Regular Meeting of the Board of Directors- September 12, 2024

BUS Consent Items - Education Services

Items listed under Consent are considered routine and will be approved/adopted by a single motion.

1. **Item: Ratification of 2024-2025 Nonpublic, Nonsectarian School/Agency Services, Master Contract and Individual Service Agreement**

Background:

Sage Oak Charter Schools is requesting the Board ratify the 2024-2025 Nonpublic, Nonsectarian School/Agency Services, Master Contract, and Individual Service Agreement. Sage Oak Charter Schools engages in uniform agreements using "Nonpublic, Nonsectarian School/Agency Services, Master Contract" with various agencies, consultants, and contractors. These agreements are aimed at delivering specialized education services and assessments.

Recommendation:

It is recommended the Board ratify the 2023-2024 Nonpublic, Nonsectarian School/Agency Services, Master Contract, and Individual Service Agreement as presented.

2. **Item: Ratification of 2024-2025 Special Education Contracted Vendors List**

Background:

Sage Oak Charter Schools is requesting the Board ratify the 2024-2025 Special Education Contracted Vendors List. Services are provided, as needed, to special education students. They may include psycho-educational assessments, counseling, assistive technology, audiological, adapted physical education, vision therapy, physical therapy, deaf and hard of hearing, specialized academic instruction, speech services, and vision and hearing screenings. The projected budget for special education services for the 2024-2025 school year is estimated not to exceed \$155,000. This estimate and the anticipated reduction in vendor costs are contingent upon Sage Oak successfully hiring the budgeted staff necessary to provide student services. If a staffing shortage occurs, the department may reallocate budgeted staffing funds to vendor services to maintain service continuity, which could increase the vendor budget by the transferred staffing amounts. The costs for these services were included in the 2024-2025 Adopted Budget, approved on June 20, 2024.

Recommendation:

It is recommended the Board ratify the 2024-2025 Special Education Contracted Vendors List as presented.

3. **Item: Ratification of StrongMind, Inc. Services Agreement**

Background:

Sage Oak Charter Schools is requesting the Board ratify the StrongMind, Inc. services agreement for the 2024-2025 school year. StrongMind, Inc. provides an engaging and interactive digital curriculum with a comprehensive suite of courses aligned with educational standards. The curriculum will be available for grades 6-12. The expense is budgeted in student instructional funds; therefore, there will be no additional fiscal impact.

Recommendation:

It is recommended the Board ratify the StrongMind, Inc. Services Agreement as presented.

4. **Item: Ratification of BrightThinker Order Form #SQ-0490 (Renewal)**

Background:

Sage Oak Charter Schools is requesting the Board ratify the BrightThinker order form for digital student licenses and printed courses for the 2024-2025 school year. The expense is budgeted in student instructional funds; therefore, there will be no additional fiscal impact.

Recommendation:

It is recommended the Board ratify the BrightThinker Order Form #SQ-0490 as presented.

5. **Item: Ratification of BrightThinker Order Form #SQ-0671**

Background:

Sage Oak Charter Schools is requesting the Board ratify the BrightThinker order form for the 2024-2025 school year. This order provides digital student licenses at a discounted rate for science lab class courses for K-5 Oakschool students. The expense is budgeted in student instructional funds; therefore, there will be no additional fiscal impact.

Recommendation:

It is recommended the Board ratify the BrightThinker Order Form #SQ-0671 as presented.

6. **Item: Ratification of Time4Learning PO (Purchase Order) Agreement 2024**

Background:

Sage Oak Charter Schools is requesting the Board ratify the Time4Learning Purchase Order Agreement for the 2024-2025 school year. This agreement provides a standards-based curriculum with interactive lessons for Sage Oak students. The expense is budgeted in student instructional funds; therefore, there will be no additional fiscal impact.

Recommendation:

It is recommended the Board ratify the Time4Learning PO (Purchase Order) Agreement 2024 as presented.

7. **Item: Ratification of TPR Education, LLC dba The Princeton Review Statement of Work**

Background:

Sage Oak Charter Schools is requesting the Board ratify the statement of work with TPR Education, LLC dba The Princeton Review to provide MTSS one-on-one tutoring for all intervention students on demand. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the TPR Education, LLC dba The Princeton Review Statement of Work as presented.

8. **Item: Ratification of ABCYa.com Order Form**

Background:

Sage Oak Charter Schools is requesting the Board ratify the ABCYa.com Order form for the 2024-2025 school year. The subscription provides over 300 fun and educational games for grades TK through 6. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the ABCYa.com Order Form as presented.

9. Item: Ratification of NWEA (Northwest Evaluation Association) Sales Order

Background:

Sage Oak Charter Schools is requesting the Board ratify the sales order to purchase NWEA services for the 2024-2025 school year, following updates to the Read 180 platform by Houghton Mifflin Harcourt. NWEA will provide essential assessment tools, including MAP fluency for grades K-3, which are critical for monitoring student progress. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the NWEA (Northwest Evaluation Association) Sales Order as presented.

10. Item: Approval of Sacramento One-Day Field Trip for 2024-2025 School Year, Grades 8-12

Background:

Sage Oak Charter Schools is requesting the Board approve the Sacramento one-day field trip for the 2024-2025 school year for grades 8-12. The expense is budgeted in student instructional funds; therefore, there will be no additional fiscal impact.

Recommendation:

It is recommended the Board approve the Sacramento One-Day Field Trip for the 2024-2025 school year as presented.

11. Item: Approval of Chicago Overnight Field Trip for 2024-2025 School Year, Grades 9-12

Background:

Sage Oak Charter Schools is requesting the Board approve the Chicago overnight field trip for the 2024-2025 school year for grades 9-12. The expense is budgeted in student instructional funds; therefore, there will be no additional fiscal impact.

Recommendation:

It is recommended the Board approve the Chicago overnight field trip for the 2024-2025 school year as presented.

SONOMA SELPA

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025



**MASTER CONTRACT
GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES**

LEA:

Contract Year: 2024 -2025

Nonpublic School:

Nonpublic Agency:

Type of Contract:

☐ Master Contract for the fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

☐ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

☐ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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EXHIBIT A: 2024-2025 RATES

EXHIBIT B: 2024-2025 ISA

2024 -2025**Local Education Agency:****NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:**

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES **MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “*Contract*”) is entered into on, **August 1, 2024**, between **Insert LEA**, hereinafter referred to as the local educational agency (“LEA”), a member of the Sonoma County SELPA and **Name of NPS/A**, (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”) and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within fifteen (15) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked,

rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification, and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from August 1, 2024 – July 31, 2025 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to July 31, 2025. In the event the contract negotiations are not agreed to by July 31, 2025, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent

contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT; EXHIBIT B ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any subsequent compensatory service hours awarded to a student as a result of lack of provision of services while student was served by NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
 - b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract. [**SELPA Member LEA’s** (Alexander Valley Union SD, Bellevue Union SD, Bennett Valley Union SD, CA Virtual Academy, Cinnabar SD, Cloverdale Unified SD, Cotati-Rohnert Park Unified SD, Dunham SD, Forestville Union SD, Fort Ross SD, Geyserville Unified SD, Gravenstein Union SD, Guerneville SD, Harmony Union SD, Healdsburg Unified SD, Horicon SD, Kashia SD (c/o SCOE), Kenwood SD, Liberty SD, Mark West Union SD, Monte Rio Union SD, Montgomery SD, North County Consortium, Oak Grove Union SD, Old Adobe Union SD, Pathways Charter, Petaluma City SD, Petaluma Joint Union HSD, Piner-Olivet Union SD, Rincon Valley Union SD, Roseland SD, Santa Rosa City Elementary SD, Santa Rosa City High SD, Sonoma County Office of Education Special Education, Sonoma County Office of Education Court & Community School, South County Consortium, Sebastopol Union SD, Sebastopol Independent Charter, Sonoma Valley Unified, Twin Hills SD, Two Rock Union SD, Waugh SD, West County Consortium, West Side Union SD, West Sonoma County Union HSD, Wilmar Union SD, Windsor Unified SD, Wright SD)]
 - c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
 - d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.
- Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. “Parent” means:

- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
- ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term “days” means calendar days unless otherwise specified.

h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be emailed, mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student’s record, and a description of the record(s) provided. Such log needs to record access to the student’s records by: (a) the student’s parent; (b) an individual to whom written consent has been executed by the student’s parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, “employees of LEA or CONTRACTOR” do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student’s parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER’s, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. Both parties shall meet to negotiate any amendments or modifications to the Master Contract.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I- INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:
 \$2,000,000 per occurrence \$ 500,000 fire damage \$ 5,000 medical expenses \$1,000,000 personal & adv. injury \$3,000,000 general aggregate \$2,000,000 products/completed operations aggregate.
 The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code

adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence

\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows: \$3,000,000 per Occurrence and \$6,000,000 in General Aggregate.
The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation

Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The Member District(s) shall have the right in their sole discretion to select counsel if it's choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract.

In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s).

If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including; but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is

performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as “IEE”) and its recommendations, the LEA may, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity, or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the

student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.,.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is an NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested.

LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code. prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that the number of pupils loaded to a class shall not exceed twelve (12) pupils for grades K – 5, and fourteen (14) pupils for grades 6 – 13. CONTRACTOR shall provide written notice to each LEA with students enrolled in a class for grades K-5 that exceeds twelve (12) pupils.

If CONTRACTOR provides special education for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, CONTRACTOR shall comply with the appropriate instructional adult to child ratios pursuant to California Education Code § 56440 et seq.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any

instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA- developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses described as described in Education Codes sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to

enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to all new staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone.

If the student's IEP does not contain a BIP an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan.

If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by the state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a

- pillow, blanket, carpet, mat, or other item to cover a pupil's face.
- 5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
- 6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of

Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and

hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any written complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly. Or as required by a pupils IEP.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessments. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA and at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA

services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS & TRANSCRIPTS

When CONTRACTOR is an NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. Then grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in *EC* Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupil enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in *EC* Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the LEA for evaluation of progress toward completion of diploma, or alternate process requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and the LEA for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against

professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns both verbal and written reported to pupil's parents, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special

education and related services and designated instruction and related services to pupils under the federal IDEA Act (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq.; and 49550 et seq.

***OPTIONAL**

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to the LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students, CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and the National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction (“Superintendent”) through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR

is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making towards the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit. A copy of the report will be given to the NPS.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students in person or virtually until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon requests, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2 CONTRACTOR shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff,

including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5) when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)) CONTRACTOR shall maintain, and provide the LEA upon request, documentation of its administrator's qualification in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS & OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students.

CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school, and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

***OPTIONAL**

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56051.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as

any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq. and, 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such

medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any serious accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

Upon approval of said payment demand, LEA shall make payment in an amount equal to the number of creditable days of attendance multiplied by the agreed upon unit amount. Payment shall be made within forty-five (45) days of LEA's receipt of payment demand except when approval is denied and LEA exercises its right to withhold. Should the LEA or SCOE fail to comply, the nonpublic nonsectarian school or nonpublic

agency may require the LEA, or county office to pay an additional amount of 1 1/2 percent of the unpaid balance per month until full payment is made.

In no case shall initial payment claim submission for any Master Contract fiscal year (August-July) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (August-July) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Excused Absence Method

- A. LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused. Reimbursements for Related Services cannot be claimed except in the case of a Bundled tuition rate.
- B. On the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 4th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 4th consecutive day of excused absence.
- C. All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.
- D. Only the individuals listed below may verify the reason for absence:
 - 1. School or public health nurse
 - 2. Physician
 - 3. Principal
 - 4. Teacher
 - 5. School employee assigned to make such verification
 - 6. Student eighteen years of age or over
 - 7. Parent
- E. Any reasonable method which established the reason for the absence may be used:
 - 1. Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
 - 2. Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)
- F. Standards for excused absences are defined in the education code. Contractor is responsible for verification of excused absence in accordance with current requirements.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

For student absences beginning on the first day of quarantine or isolation consistent with public health protocol, when student's symptoms allow for participation in instruction, CONTRACTOR shall receive payment consistent with the student's approved ISA, contingent upon the provision of agreed upon services consistent with the Emergency Circumstances documented in the pupil's IEP in accordance with Education Code section 56345(a)(9). In the event that a student's symptoms do not allow participation in instruction, they shall be considered absent due to illness.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides

documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student’s absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code sections 41422 and 46392:

- a) If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b) NPS School Closure - In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR’s school closure. If the LEA is unable to obtain alternative placement, CONTRACTOR shall receive payment consistent with the student’s approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c) LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student’s approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR’S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents);

bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE; EXHIBIT A

The attached rate schedule (EXHIBIT A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

CONTRACT SIGNATURE PAGE:

This Contract includes the attached General Provisions, **Exhibits A – B**, and any ISAs executed by CONTRACTOR and SELPA Member Districts. No payment shall be due under this Contract for special education or DIS provided to any pupil unless and until a SELPA member district and CONTRACTOR execute an ISA for such pupil.

Date: _____

Date: _____

Signature: _____

Signature: _____

Name of LEA Administrator

Name of NPS/A Administrator

Administrator's Title**Name of NPS/A Title**

LEA Address

NPS/A Address

LEA City, State, Zip

NPS/A City, State, Zip

LEA Phone

NPS/A Phone

Contract Submittal Requirements

- 1.) Please sign and return original contract with the following documents by : **Enter date**
- 2) Description of any changes to the crisis intervention training, including restraint procedures, or a statement that they have not changed (Section 30).
- 3) Current Staff List with annual training data.
- 4) EXHIBIT A, rate schedule, with initials.

Return contract with original signature and above documents to:

Name of Contract Contact:

Name of Contract Contact

Contract Contact's Title:

Contact's Title

Contract Contact's Phone:

Contact's Phone

Address for Contract Submission:

Address

City, State, Zip

**SAGE OAK CHARTER SCHOOLS
2024-2025 Special Education Contracted Vendors**

*Braille Abilities
Children's Therapy Network
Dr. Kohtz
Effectual Educational Consulting Services
EMH Sports USA, Inc.
Partners in SPED
Specialized Therapy Services
Little Ears
Jump & Schout Therapy
Speech and Language Group (SLG)
Seaside Speech Therapy, Inc.*

*Gallagher
Oxford
Pediatric Therapy Associates
Customized Vision Care
McCollgan and Associates
Cornerstone Therapies
DG Therapy
SenseAbilities Therapy Group
Total Education Solutions- TES Therapy
Dynamic Vision Optometry*

The services contracted will adhere to the Fiscal Control Policy section where special education service expenditures are referenced.

Per SO- 3010 Fiscal Control Policy (Purchasing Section, Item 5)

For materials or services outlined in a student's IEP, the Superintendent or designee may authorize materials and/or service expenditures without limit. These expenditures will be ratified by the Board of Directors at the subsequent board meeting.

The projected budget for special education services for the 2024-2025 school year is estimated not to exceed \$155,000. This estimate and the anticipated reduction in vendor costs are contingent upon Sage Oak successfully hiring the budgeted staff necessary to provide student services. If a staffing shortage occurs, the department may choose to reallocate budgeted staffing funds to vendor services to maintain service continuity, which could increase the vendor budget by the transferred staffing amounts. The costs for these services were included in the 2024-2025 Adopted Budget, approved on June 20, 2024.

9.12.2024 (Pending Board Approval)

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is effective on the date the last signature is obtained (the “Effective Date”) and is by and between **StrongMind, Inc.**, an Arizona corporation (“StrongMind”), and Sage Oak Charter Schools, a Charter School in California (“Licensee” or “*Sage Oak*”), referred herein individually as “Party” and collectively as “Parties.”

A. StrongMind has developed certain expertise in assisting schools in the implementation and use of the Curriculum as well as the administration and operation of virtual schools and online education programs.

B. Licensee and StrongMind are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision of Services.

Therefore, in consideration of the mutual covenants of the Parties, each to the other, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as set forth herein.

AGREEMENT

1. Licensed Services

A. Services Provided

StrongMind agrees to license certain educational content and services listed on Exhibit A (the “Licensed Services”).

2. Fees

A. Fees

In consideration of the Licensed Services, Licensee agrees to pay the amounts set forth in Exhibit A.

B. Payments

All payments due under this Agreement shall be made within 30 (thirty) days from the date of invoice. StrongMind may increase this fee for any subsequent renewal after the Initial Term by providing written notice to Licensee at least ninety (90) days before termination of any Initial Term or Renewal Term as set forth in Section 3.

C. Late Payments

Any payment due pursuant to this Agreement that is delayed beyond the due date shall be subject to an interest charge of the lesser of three-tenths of

a percent (.3%) per month or the amount specified by California law for a public entity.

D. Invoicing

StrongMind agrees to invoice the Licensee and such invoices must identify the Services, and itemize and explain all authorized expenses for which reimbursement is claimed. Licensee will have the right to review each such invoice for compliance with the requirements of this section and any other relevant provisions of the Agreement. If Licensee deems that an invoice from StrongMind is not in compliance with the requirements of this section, Licensee will promptly notify StrongMind regarding any deficiencies so that StrongMind may make any needed corrections.

1. Invoice 1: On or before January 15, 2025 for the Initial Term Semester 1 enrollments and Annual Technology Maintenance fee
2. Invoice 2: On or before July 15, 2025 for the Initial Term Semester 2 enrollments
3. Invoice 3: On or before January 15, 2026 for the first Renewal Term Semester 1 enrollments and Year 2 Annual Technology Maintenance fee
4. Invoice 4: On or before July 15, 2026 for the first Renewal Term Semester 2 enrollments
5. Invoice 5: On or before January 15, 2027 for the second Renewal Term Semester 1 enrollments and the second Renewal Term Annual Technology Maintenance fee
6. Invoice 6: On or before July 15, 2027 for the second Renewal Term Semester 2 enrollments
7. Other: Invoices for summer enrollments will be issued on or before September 15 of each applicable year

E. User Enrollment Data

Licensee acknowledges their obligation to timely and accurately report the number of all Course Enrollments. Licensee shall promptly inform StrongMind of any changes in the number of Course Enrollments. Licensee will provide StrongMind with reports outlining the number of New Users, New Course Enrollments, Completions, and Active Course Enrollments on the 1st of each month, or at an agreed upon frequency to satisfy other requirements pursuant to this agreement.

StrongMind shall treat such reports as Confidential Information (as defined in Section 4 below).

F. Audits

To allow StrongMind to verify the number of User Enrollments hereunder, once during each twelve (12) month period of the Term, StrongMind shall have the right, at its own expense (except as otherwise set forth herein), to conduct an onsite and/or an electronic audit of Licensee's records. StrongMind agrees that such audits will not include End User details except to the extent required to verify Licensee's data. Without limiting the foregoing, Licensee will allow StrongMind reasonable access (including via provision of a login) to audit Courses on Licensee's LMS to allow StrongMind to verify general compliance with this Agreement. StrongMind will promptly provide Licensee with details of its audit after the audit is completed. In the event the audit shows that Licensee underpaid amounts otherwise owing to StrongMind, Licensee shall pay to StrongMind the amount of such difference within net thirty (30) days of receipt of an invoice. In the event that the difference is in excess of ten percent (10%) of the amount paid previously by Licensee to StrongMind, then

for the twelve (12) month period thereafter, StrongMind shall have the right to conduct up to quarterly audits.

3. Term and Termination

A. Term

The term of this Agreement shall be from the Effective Date, July 1, 2024 through June 30, 2025 ("Initial Term"). This Agreement will automatically renew for two subsequent one-year periods of July 1 to June 30 (each, a "Renewal Term"), unless either party provides to the other written notice of intent not to renew which shall be delivered no later than 90 days prior to expiration of the Term or Renewal Term then in effect.

B. Right to Terminate / For Cause Termination:

At any time during the Term of this Agreement, either party may terminate this Agreement for any material breach. The non breaching party shall provide the other party at least 30 day written notice of the breach and the intent to terminate the Agreement if the breach is not cured ("Termination Notice"). The party receiving the Termination Notice shall have 30 days to cure the breach or the non-breaching party shall have the right to terminate the Agreement upon the end of the 30-day cure period.

If the right to termination is exercised, any fees owed pursuant to Section 2 and Exhibit A of this agreement shall be pro-rated for the school year that the agreement was in place.

4. Confidential Information

A. Definition

During the Term of this Agreement, each Party may be given access to confidential/proprietary information relating to the other Party's business plans, technical data and know-how, price lists, customer lists, customer contact information, development and research work, patentable subject matter, copyrightable subject matter or matter that could be copyrightable if placed in a tangible medium, technology, business activity, products, or services (collectively "Confidential Information"). Confidential Information especially includes the Curriculum and Intellectual Property. Further, each Party may also be given access to confidential student personal information including, but not limited to, individual identification numbers, social security numbers, personally identifiable information related to specific students, grades, test scores, and information not considered "directory" information (as defined under the Family Educational Rights and Privacy Act or "FERPA"). This information described in this Section 5A collectively shall be deemed "Confidential Information." Furthermore, the Parties specifically agree and acknowledge that the terms of this Agreement are Confidential Information. All Confidential Information, whether in written, oral, or electronic form, including but not limited to technical know-how, any specifications delivered hereunder, instructions, and procedures, which either Party at any time has disclosed or may hereafter disclose to each other or to any employee, agent, or representative of the other, shall be received and retained by the receiving Party and its employees, agents, and representatives as strictly confidential, and except as provided for herein, may not be disclosed to any third party. StrongMind shall be considered an educational interested party in accordance with the requirements of FERPA.

B. Non- Disclosure

With the exception of Licensee providing Curriculum to its students, each Party agrees that, during the Term of this Agreement, and for so long as the Confidential Information is not generally known or generally disclosed, it will not disclose any such Confidential Information to any third party or to any person within its organization not having a need to know the same and shall only use such information as contemplated by this Agreement. The Parties acknowledge that StrongMind may receive protected student information under FERPA and will comply with the requirements of FERPA in the use of that information. All originals and copies of documented business and technical information maintained as confidential

and proprietary to either Party, related to the Curriculum, or

protected under FERPA shall be always and remain the exclusive property of that Party and shall be returned to the other upon demand, or if no demand is made, upon the cancellation or termination of this Agreement.

1. StrongMind's Confidential Information is any information marked or designated in writing by StrongMind as "confidential" prior to initial disclosure, or information disclosed orally that is confirmed in writing as "confidential" within ten (10) calendar days of disclosure.

2. Injunctive Relief. Licensee acknowledges that Licensee's use and disclosure of StrongMind's Confidential Information not in accordance with this Section 4 will cause irreparable injury to StrongMind that is inadequately compensable in damages. Accordingly, StrongMind may seek and obtain injunctive relief against the breach or threatened breach of this Section 4 without the necessity of posting a bond. Licensee acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of StrongMind and are reasonable in scope and content.

C. Exceptions

The obligations of confidentiality shall not apply to any information which the receiving Party can show: (i) is publicly known at the time it is disclosed to, or obtained by, the receiving Party; (ii) becomes publicly known through no fault of the receiving Party; (iii) is in the receiving Party's possession before being disclosed by the disclosing Party as evidenced by proper business records; or (iv) is obtained by the receiving Party from a third person who is not under an obligation of confidentiality and has a lawful right to make such disclosure.

5. Limitation of Liability

A. Limitation of Liability

BOTH PARTIES EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT, DAMAGES TO OR VIRUSES THAT MAY INFECT A PARTY'S COMPUTER SOFTWARE, EQUIPMENT OR OTHER PROPERTY, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE DAMAGED PARTY HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH DAMAGES), THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH: (i) THE USE OR THE INABILITY TO USE THE CURRICULUM; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE CURRICULUM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF A PARTY'S TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE AGREEMENT. FURTHER, THE MAXIMUM AMOUNT OF DAMAGES THAT LICENSEE SHALL BE LIABLE FOR SHALL NOT EXCEED THE AMOUNT OF PAYMENTS LICENSEE HAS PAID TO STRONGMIND IN THE PRIOR TWO MONTHS TO WHEN THE EVENT THAT LED TO THE CLAIM OCCURRED. THE MAXIMUM AMOUNT OF DAMAGES THAT STRONGMIND SHALL BE LIABLE FOR SHALL NOT EXCEED THE AMOUNT OF STRONGMIND'S INSURANCE COVERAGE.

B. StrongMind Indemnification

StrongMind shall, except to the extent caused by Licensee's negligence, reckless or willful misconduct, indemnify and hold harmless Licensee and all its officers, directors, employees, and agents for any losses, claims, damages, judgments, assessments, costs, and other liabilities, including reasonable out-of-pocket costs, attorney fees, and expenses as they are incurred by Licensee in connection with any demands, lawsuits and other legal actions by third parties against Licensee arising out of or alleged to arise out of (i) any negligence, reckless or willful misconduct by or of StrongMind; or (ii) any material breach by StrongMind of any term or provision of this Agreement. This indemnification, defense and hold harmless obligation on behalf of StrongMind shall survive termination of this Agreement. Licensee shall have the right, at its own expense, to participate in the defense of any suit, without relieving StrongMind of any of its obligations hereunder.

C. Licensee Indemnification

Licensee shall, to the extent not barred by law, and except to the extent caused by StrongMind's negligence, reckless or willful misconduct, indemnify and hold harmless StrongMind, its affiliates, and all their officers, directors, employees, and agents for any losses, claims, damages, judgments, assessments, costs, and other liabilities, including reasonable out-of-pocket costs, attorney fees, and expenses as they are incurred by Licensee in connection with any demands, lawsuits and other legal actions by third parties against Licensee arising out of or alleged to arise out of (i)

any negligence, reckless or willful misconduct by or of Licensee, its agents, End Users, or (ii) any material breach by Licensee of any term or provision of this Agreement. This indemnification, defense and hold harmless obligation on behalf of Licensee shall survive termination of this Agreement. StrongMind shall have the right, at its own expense, to participate in the defense of any suit, without relieving Licensee of any of its obligations hereunder.

6. Intellectual Property Obligations

A. Ownership

Any and all rights to the Curriculum and Intellectual Property shall remain with StrongMind. With respect to any modifications or derivative works created by Licensee such modifications or derivative works shall be for the sole use of Licensee during the term of this Agreement and shall not, at any time, be rebranded, sold, licensed or transferred in any way to any third-parties. Should any rights to the Curriculum or Intellectual Property become vested in Licensee or a third party because of Licensee's use of the same, Licensee shall transfer and/or take all steps necessary, and without compensation to StrongMind, to ensure that all right, title and interest in the Curriculum and Intellectual Property vest fully and completely in StrongMind. Further, Licensee agrees to cooperate with StrongMind and sign future assignments and similar documents as needed to perfect StrongMind's ownership of the Curriculum and Intellectual Property. By execution of this Agreement, Licensee hereby assigns any ownership of the Curriculum and Intellectual Property to StrongMind that it may acquire in the future during the Term of this Agreement. At the conclusion of this Agreement or any succeeding license agreement, Licensee agrees to cease any use of the licensed Curriculum and Intellectual Property and return or destroy any such material kept or stored in any medium.

7. General Provisions

A. Notices

Notice by any Party to another Party hereto shall be in writing, and delivered personally, sent by worldwide overnight delivery service with charges prepaid, or mailed by certified or registered mail, return receipt requested with postage prepaid, or transmitted by electronic mail:

If to StrongMind:

StrongMind, Inc.

2501 N. Arizona Avenue

Chandler, AZ 85225

Phone: 855-650-6774

Attn: Melissa Slone
melissa.slone@strongmind.com

Copy: General Counsel (same address)

If to Licensee:

Sage Oak Charter Schools
1473 Ford Street, Suite 105
Redlands, CA 92373
Attn: Tim OBrien
tobrien@sageoak.education

Any Notice which is sent in the manner provided herein shall be deemed to have been duly given to and received by the Party to whom it is directed upon actual receipt by such Party, except that any Notice sent by electronic mail shall be effective upon being sent by the sender provided that the Parties have previously exchanged electronic mail at the electronic mail address to which such notice is sent.

B. Waiver

No waiver of any breach of the terms of this Agreement shall be effective unless such waiver is in writing and signed by the Party against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach.

C. Severability

If any term, provision, or section of this Agreement shall be found to be unenforceable, that term, provision, or section shall be stricken from this Agreement and shall not affect the validity or enforceability of the remaining terms provisions, and sections of this Agreement. Any term or provision of this Agreement, which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as enforceable.

D. Further Assurances

Each Party shall execute such deeds, assignments, endorsements, evidence of transfer, or other documents and shall give further assurances as shall be reasonably necessary or desirable to perform its obligations hereunder.

E. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

F. Mediation/Dispute Resolution

Each Party hereto mutually consents to first attempt resolution, prior to resorting to litigation, by the mediation of all claims and controversies arising out of this Agreement or the transactions contemplated hereby, which either Party may have against the other, except for claims by either Party for injunctive or other equitable relief, including, without limitation, claims for unauthorized disclosure of Confidential Information, as to which each Party understands and agrees that the other Party may seek and obtain relief from a court of competent jurisdiction.

1. Mediation shall be conducted by a mutually agreed-upon mediator before resorting to litigation or some other dispute resolution procedure. Unless the Parties agree otherwise, any such mediation shall be held in San Bernardino County, California . The costs of the mediator shall be split evenly between both parties. Other than the cost of the mediator, each Party shall bear its own mediation costs.
2. If the dispute is not resolved in mediation, each of the Parties hereby irrevocably and unconditionally consents to submit to the jurisdiction of the courts of the State of California , and the venue shall lie in San Bernardino County, California for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and further agrees that service of any process, summons, notice or document by U.S. registered mail to its respective address set forth in this Agreement shall be effective service of process for any litigation brought against it in any such court. Each of the Parties hereto hereby irrevocably and unconditionally waives any objection to the laying of the venue of any litigation arising out of this Agreement and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum.
3. Each of the Parties hereto irrevocably agrees and acknowledges that any judgment (whether issued by a court or other entity) that one party may have against any other party and all other monetary claims

that one party may have against any other Party may be enforced in any jurisdiction in which the Party subject to the monetary obligation has assets.

G. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Further, the parties acknowledge that copies of this Agreement signed by electronic means (.pdf) or transmitted by facsimile are to be considered originals of this Agreement.

H. Successors/Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. Except as provided for herein, this Agreement may not be assigned by Licensee without the prior written consent of StrongMind, which consent shall not be unreasonably withheld.

I. Entire Agreement

Except as expressly set forth to the contrary herein, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings whether oral or written, between the Parties (and their affiliates) with respect to the subject matter hereof. This Agreement may be amended only in writing and signed by the Parties.

J. Disclaimer of Agency

This Agreement does not create any partnership, company, joint venture, or relationship beyond the scope set forth herein, and except as otherwise expressly provided herein, this Agreement shall not constitute any Party the legal representative or agent of the other, nor shall any Party or any affiliate of a Party have the right or authority to assume, create or incur any liability or obligation, express or implied, against, in the name of or on behalf of any other party.

K. Rights & Remedies

The rights and remedies provided by this Agreement are cumulative, and the use of anyone's right or remedy shall not preclude or waive the right to use any or all other remedies. These rights and remedies are given in addition to any other rights, other than the right of partition, the Parties may have by law, statute, ordinance, or otherwise.

L. Recitals

The Parties agree that the recitals do form part of this Agreement and reflect the intent of the Parties for entering into this Agreement. The Parties also agree that the headings used throughout this Agreement are for convenience only and do not form part of this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate effective as of the Effective Date.

STRONGMIND, INC.

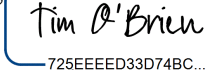
Signed by:
By: 
103647C460C244A...
Name: John Kemper

Title: Chief Financial Officer and Operating Officer

Date: 8/13/2024

Address: 2501 N. Arizona Avenue
Chandler, AZ 85225

Sage Oak Charter Schools

Signed by:
By: 
725EEEEED33D74BC...
Name: Tim OBrien

Title: Director of Business Services, CFO

Date: 8/8/2024

Address: 1473 Ford Street, Suite 105
Redlands, CA 92373

EXHIBIT

A

Products, Services, and Pricing

1. Licensed Services

StrongMind shall license the following bundled solution, including:

- A. StrongMind Digital Curriculum for Grades 6-12
 - i. Licensee will provide the learning management system (Canvas).
 - ii. Licensee will provide StrongMind necessary information to deliver courses to the learning management system.
 - iii. StrongMind will notify the Licensee of all substantive updates to curriculum
 - iv. StrongMind may partner with curriculum vendors to ensure a robust catalog is available to its customers. Specific course availability may be subject to stipulations outlined in vendor agreements.
- B. Customer Support with access to or issues directly related to the products and services provided pursuant to this agreement.
- C. Teacher Training and Support to utilize and implement the products and services provided pursuant to this agreement through asynchronous training resources via StrongMind Support and knowledge base.
- D. A Customer Success Manager will be assigned to facilitate implementation, review and evaluation of Licensee needs.

2. Pricing and Service Level Agreements

- A. StrongMind Digital Curriculum for Grades 6-12
 - i. \$400 per Full Time student per year; for students enrolled in 4 or more StrongMind-provided courses per semester.
 - ii. \$50 per semester course enrollment; for students enrolled in fewer than 4 StrongMind-provided courses per semester.
 - iii. \$1,500 maintenance fee (reoccurring annual fee)
- B. If requested, Training and professional development fees:
 - i. \$2,500 full day in-person training (per trainer)
 - ii. \$1,000 full day virtual training
 - iii. \$500 half day virtual training
 - iv. \$200 per hour virtual training



ORDER FORM

PO Box 292632
Lewisville, TX 75029
Phone 469-464-5420
EIN #85-1398467

ORDER #: SQ-0490
DATE: 03/27/2024

BILL TO: Sage Oak Charter
1473 Ford St.
Redlands, CA 92373-3913

QUANTITY	PRODUUCT	UNIT PRICE	LINE TOTAL
1	Knowledge Units	\$0.00	\$0.00
1	Student Seat License - 1 Year	\$0.00	\$0.00
		Subtotal	\$0.00
		Total	\$0.00

Notes

1. For the 24/25 school year all independent study digital licenses will be invoiced at \$295 each.
2. All Print will be invoiced at \$100 per course per student plus tax, shipping and handling with drop shipping available.
3. Individual POs are welcome.
4. Professional Development includes: domain training, implementation, virtual admin training and teacher training for district staff members, and continuous customer support for the duration of the agreement.
5. This proposal is the agreement in price for the 24/25 school year.

Signature:

Signature

Title


Dir. Business Services, CFO

Bright Thinker Contact

Name

Lonnie Morgan

Signature

Please Send Invoices to:

Name Accounts Payable

Email ap@sageoak.education

6.19.2024

TERMS AND CONDITIONS

Execution of this Order Form shall bind the signatories below (the "Parties") to the BRIGHTTHINKERTM License Agreement and the BRIGHTTHINKERTM Privacy Policy, the terms and conditions of which are located at <https://brightthinker.com/legal-disclosures/>, as may be amended, supplemented, or changed from time to time without notice. In the event of a conflict, the provisions of the BRIGHTTHINKERTM License Agreement shall supersede the Order Form or the BRIGHTTHINKERTM Privacy Policy.



ORDER FORM


PO Box 292632
Lewisville, TX 75029
Phone 469-464-5420
EIN #85-1398467

ORDER #: SQ-0671
DATE: 05/21/2024

BILL TO: Sage Oak Charter
1473 Ford St.
Redlands, CA 92373-3913

QUANTITY	PRODUUCT	UNIT PRICE	LINE TOTAL
1	Student Course Enrollment	\$0.00	\$0.00
		Subtotal	\$0.00
		Total	\$0.00


- Notes
- 1. This is a contract for a Science Lab Class for K-5 where each student enrolled will be at the discounted rate of \$50 per student.
 - 2. This contract will be invoiced twice a year in November and March.
 - 3. The class will be for a once a week lab class featuring labs in K-5.
 - 4. Support will work with Sage Oak to set up a domain specifically for this class.
 - 5. All implementation, support and training is included from their Homeschool Contract.

Signature: 

Signature _____ Date: 7/22/2024

Title Asst. Superintendent of Business Services, CFO Date: _____


Bright Thinker Contact

Name Lonnie Morgan Signature  Date: 8/1/2024

Please Send Invoices to:

Name ap@sageoak.education

Email tobrien@sageoak.education

DocuSigned by:
 Lonnie Morgan
2B23C92DE8E04A4...

TERMS AND CONDITIONS

Execution of this Order Form shall bind the signatories below (the "Parties") to the BRIGHTTHINKERTM License Agreement and the BRIGHTTHINKERTM Privacy Policy, the terms and conditions of which are located at <https://brightthinker.com/legal-disclosures/>, as may be amended, supplemented, or changed from time to time without notice. In the event of a conflict, the provisions of the BRIGHTTHINKERTM License Agreement shall supersede the Order Form or the BRIGHTTHINKERTM Privacy Policy.

Time4Learning PO (Purchase Order) Agreement 2024

Time4Learning accepts POs from Homeschool Charter Schools or Independent Study programs that offer educational support for individual homeschool families.

This agreement is executed this 31 day of May, 2024.
Day Month Year

Charter School Name Sage Oak Charter Schools

Agrees and Understands the following terms and conditions:

Order Processing

- POs need to be separated by family or child and **MUST** include the following information:
 - School Name
 - Purchase Order #
 - Total # of months and start month
 - Parent First and Last Name
 - Parent/Family email address (**NOT** teacher email address)
 - Parent Phone number (or school phone number if parent information is not permitted)
 - Parent Password (or one will be created)
 - Student First and Last Name
 - Student Grade Level
 - Student Password (or one will be created)
 - POs must be submitted by email to T4LPurchaseOrders@Time4Learning.com
 - As individual attachments (not scanned)
 - The body of an email includes all of the above information
 - Or grouped on a [CSV file template](#) for upload to our system (**will receive priority processing**)
- POs not complying with these requirements cannot be processed**

Account Processing

- Student Accounts
 - POs/Accounts will be processed/activated within 48 business hours
 - Confirmation/Login Information will be sent to the email address provided on the PO (please make sure parents check their Spam/Junk folders)
- If the parent has not heard from us within 48 hours of your submission, please call 888-771-0914 to verify receipt.**

Invoice Processing

- Pricing - \$29.95 a month for preK - 5th grade students (includes 4 course & Time4Mathfacts), \$39.95 a month for 6th - 12th grade (includes 4 courses & 3 Electives).
- POs must be submitted with a **1 month minimum subscription term**
- Tax may be added if we do not have a valid tax exemption on file.
- Invoices are processed at the end of every month and will include all POs submitted in that month invoiced in full. (contact T4LPurchaseOrders@Time4Learning.com for bulk purchase discounts that might be available)

Payment Terms

Net 30 Days

- Accounts past due 45+ days will be subject to suspension of student accounts
- Accounts that become past due 90+ days, schools will be on a credit hold and no new POs will be processed until the account is brought current.

Cancellation Policy

PO cancellations can be requested at any time prior to invoicing and must be submitted via email

- To avoid unwanted charges, cancellations must be received by the 20th of the month in which the PO was submitted
- **No refunds or credits** will be issued against POs that are canceled after they have already been invoiced.
- No prorating will be permitted.

Please provide the following information so we can process the approval in our system:

Name Sage Oak Charter Schools

Billing Address 1473 Ford Street, Suite 105

City Redlands State CA Zip 92373

Accounts Payable Contact Purchasing and Order Support Phone 888-435-4445 x4

Email Address ap@sageoak.education

Billing Email Address ap@sageoak.education

Vendor Support Contact Community Provider Services Phone 888-435-4445 x3


Vendor Support Email communityproviders@sageoak.education

☐ Our School is tax exempt

☐ I would like to receive a CSV template for PO submission

I hereby agree to the terms and conditions outlined above.

Printed Name Tim O'Brien Date 06/03/2024

Signature  Title CFO, Dir. of Business Services

Please complete and return with tax exemption to t4lpurchaseorders@time4learning.com
Feel free to contact us at 855-771-0915 or via email with any questions.

Statement of Work # 2

This is a Statement of Work ("SOW") under the Master Services Agreement between TPR Education, LLC d/b/a The Princeton Review ("TPR") and Sage Oak Charter Schools ("Customer"). TPR agrees to provide Customer with the Services and Customer agrees to pay TPR for the Services as specified below.

Customer Primary Contact	The Princeton Review Primary Contact
Name: Chenin Northgrave	Name: Farradae Delarosa
Customer: Sage Oak Charter Schools	The Princeton Review
Address: 1473 Ford St STE 105	Address: 110 E. 42nd St., FL 7
City, State Zip: Redlands, CA 92373	New York, NY 10017
Telephone: (626) 607-6820	Telephone: 480-570-1201
Email: cnorthgrave@sageoak.education	Email: farradae.delarosa@review.com

Customer Billing Contact	The Princeton Review Billing Contact
Name: Chenin Northgrave	Customer Invoicing
Customer: Sage Oak Charter Schools	Please remit payment to address on invoice.
Address: 1473 Ford St STE 105	Email: TPR_AccountsReceivable@review.com
City, State Zip: Redlands, CA 92373	Telephone: 800-444-0189
Telephone: (626) 607-6820	
Email(s): cnorthgrave@sageoak.education	

Ordered Offerings: TPR agrees to provide Customer the offerings listed below.

Service Order Start Date: 7/15/2024

Service Order End Date: 7/14/2025

TPR Opp Number: 185886

Is a P.O. Required?

P.O. Number (if applicable)

Yes, prior to invoice

Upload P.O. with Agreement if available

Name	Unit Cost	Minimum # Units	Subtotal
Tutor.com Student Center Advanced Hours Tutor.com Student Center includes academic tutoring for learners from kindergarten through grade 12. Hours of availability* are 24/7, excluding holidays**	\$35.00	100	\$3,500.00
Subtotal			\$3,500.00
Total			\$3,500.00

Agreed and Accepted By	
TPR Education, LLC	Sage Oak Charter Schools
By: <i>John Calvello</i>	By: <i>Chenin Northgrave</i>
Name: John Calvello	Name: Chenin Northgrave
Title: Interim Chief Institutional Officer	Title: Student Services Coordinator
Date: 05 / 06 / 2024	Date: 05 / 06 / 2024

Additional Terms for Tutor.com Services

a. Fees: For Tutor.com services, TPR may invoice Customer upon execution of the SOW for the services and upon the start of any renewal term of the SOW, unless otherwise provided in the SOW.

- 100% of unused hours purchased under the preceding Service Order will carry forward into the term of this Service Order as Roll-Over hours.
- 0 [of unused hours purchased under this Service Order will carry forward into the term of the subsequent Service Order as rollover hours if a subsequent Service Order is executed on or before the end of the term of this Service Order.
- Roll-Over hours will expire 12 months from the end date of the Service Order on which they were purchased or when there is no longer any active Tutor.com Service Order, whichever is earlier. Any hours rolled over will be deemed to be used first before any hours newly purchased.

b. Service Terms: TPR will set up the Tutor.com services for launch on a date mutually agreeable to the parties. Customer will provide TPR with all information and other cooperation needed to set up and launch the Tutor.com services. Customer acknowledges and agrees that although TPR offers a variety of authentication methods through which Users may access the Tutor.com services, Customer is responsible for determining the authentication method to be used.

- i. During the term of this Statement of Work, additional hours in excess of the number set forth in this Statement of Work may be purchased under this Statement of Work by Customer for the then-current term at a rate of \$ 35/Hour by an email from Customer's Authorized Representative (identified below) to TPR's Primary Contact at his/her email address set forth above, setting forth the number of additional hours being purchased. Such purchase will be deemed accepted and may be invoiced, upon provision of the additional hours to Customer's Users in excess of the originally ordered number. For purposes of this Statement of Work, Customer's Authorized Representative will be Chenin Northgrave. Customer may change Customer's Authorized Representative by providing notice to TPR in accordance with the Agreement.
- ii. This SOW will automatically renew with respect to the Tutor.com services for additional, successive 1-year renewal terms unless either party notifies the other in writing no less than 30 days prior to the end of the then-current term of the SOW that the SOW will terminate at the end of the then-current term. TPR reserves the right to change the fees for any renewal term by giving Customer written notice of such change no later than 45 days prior to the end of the then-current term. For clarity, other Services included in the SOW do not automatically renew unless the SOW provides otherwise.

c. Availability of Online Resources: Tutor.com services are offered on 361 days of each standard year, and 362 days of each leap year. Tutor.com services are unavailable on January 1, July 4, Thanksgiving Day, and December 25. On those holidays, the Tutor.com services close beginning at 2:00 a.m. and they reopen at 2:00 a.m. on the following day. En Español is available from 2:00 p.m. to 2:00 a.m. All times are Eastern times. Newer subjects may have more limited hours than those listed in a SOW. The availability of the Tutor.com services is subject to reasonable downtime for maintenance and related activities and loss or interruption due to causes beyond TPR's reasonable control. The foregoing is as of the Effective Date. TPR may change the dates and hours of availability of services, and will notify Customer of any such changes.

d. Intellectual Property Rights: All marketing and other communications by Customer and Customer web pages that refer to Tutor.com services must include the Tutor.com logo as provided by TPR or the words "Powered by Tutor.com, a Service of The Princeton Review®." Except as set forth in the preceding sentence, neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent.

Signature Certificate

Reference number: OUCWS-2C4G4-SFN5K-2KSHE

Signer

Timestamp

Signature

Chenin Northgrave

Email: cnorthgrave@sageoak.education
Shared via link

Sent: 06 May 2024 19:31:43 UTC
Viewed: 06 May 2024 19:36:13 UTC
Signed: 06 May 2024 19:36:51 UTC

Chenin Northgrave

IP address: 76.95.2.176
Location: Fullerton, United States

John Calvello

Email: john.calvello@review.com

Sent: 06 May 2024 19:31:43 UTC
Viewed: 06 May 2024 19:37:14 UTC
Signed: 06 May 2024 19:37:48 UTC

John Calvello

Recipient Verification:

✓Email verified 06 May 2024 19:37:14 UTC

IP address: 71.230.45.10
Location: Pottstown, United States

Document completed by all parties on:
06 May 2024 19:37:48 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





Order Form – ABCya.com School Access

Please complete this order form to subscribe to ABCya.com. You may also review subscription options at www.abcya.com/subscribe. If you have any questions, please contact ABCya Support by visiting the website, calling us toll free at 1-855-250-9249, or emailing support@abcya.com.

School Name & Address ("School"):	School Size/# of Students:	Grades Served:
Sage Oak Charter School 1473 Ford St. Suite 105 Redlands, CA 92373	2,300 students	TK-6
Implementation Contact (person with managing access to site):	Billing Contact (person responsible for payment of subscription):	
Name: Jenn Ortiz	Name: Jen Gibson	
Phone: N/A	Phone: 951-377-7408	
Email: jortiz@sageoak.education	Email: jgibson@sageoak.education	
Product & Description	Start Date:	Term:
ABCya.com Membership – School Access Edition Access to ABCya.com for all students enrolled in and teachers/faculty/administrators employed by the school identified above during the Term while on School premises or utilizing a School-owned device.	Upon Account Creation	1 year
	Subscription Fees:	\$1999.99
	Quantity (#):	1
	Grand Total:	\$1,999.99
P.O. #:	Date: 6/18/2024	

Terms of Use. This Order Form incorporates by reference the ABCya.com Terms of Use (as they may update from time to time), which are available at <https://www.abcya.com/terms> and govern all use of the ABCya.com service (collectively, this Order Form and the Terms of Service are referred to as the "Agreement"), provided that the section of the Terms of Use titled "Service Fees" is superseded by this Order Form and will not apply to the Agreement.

Creation of and Access to User Account: Following full payment of the fees by School and acceptance by ABCya of this Order Form, ABCya will email the Implementation Contact specified above (or the Billing Contact if no Implementation Contact is provided) with instructions on creation of an ABCya "Administrator Account." The person creating an Administrator Account will need to provide his or her name, School email address, and select a password. He or she will then create an access name and access code that may be distributed to students and other School users and will permit the user to access ABCya.com during the Term

Payment Terms & Renewal: The fees listed above (plus any applicable taxes, as communicated by ABCya.com to School in writing) must be submitted to ABCya.com via check (or other payment method agreed upon by the parties), along with this executed Order Form, before School will be provided with access to the ABCya.com service. Payment and the executed Order Form should be mailed to: ABCya.com, ABCya.com, Attn: School Access, 777 Mariners Island Blvd #600 San Mateo CA 94404. Subscription fees are pre-paid and nonrefundable. School may terminate this Agreement at any time upon written notice to ABCya, but it will not receive a refund or credit for any fees previously paid and will immediately lose access to its Administrator Account and the ABCya.com service upon termination. This Agreement will terminate following conclusion of the Term specified above. In the event that School wishes to renew the Agreement, it must notify ABCya.com in writing of its desire to renew no later than thirty (30) days prior to the expiration of the then-current term. Any renewal will be at the then-current rate offered by ABCya.com for its School Access Edition membership tier (plus any applicable taxes), as communicated by ABCya.com to School. ABCya may, in its sole discretion, require School to execute an updated Order Form prior to renewal.

Authority to Bind School: The natural person executing this Agreement represents that (s)he is a duly authorized representative of School and has the full authority to legally bind School.

 _____ Signature		 _____ Signature	
_____ Date		_____ Date	
Tim O'Brien	CFO, Dir. of Business Services	Emily Cramton	Membership Specialist
Printed Name	Title	Printed Name	Title



SALES ORDER

Order Date: 07/26/2024

Start Date: 07/01/2024

Order #: 00101518

End Date: 06/30/2025

Prepared For

Account Name: Sage Oak Charter School

Agency Code: 15486

Primary Contact: Chenin Northgrave

Email: cnorthgrave@sageoak.education

Customer Information

Sage Oak Charter School
1473 Ford Street, Suite 105
Redlands, CA 92373
United States

Bill-To Information

Sage Oak Charter School
1473 Ford Street, Suite 105
Redlands, CA 92373
United States

NWEA Sales Point of Contact

Jennifer Thompson

jennifer.thompson@nwea.org

503-548-5090

Products & Services

Product	Sales Price	Quantity	Total Price
MAP Reading Fluency for Coach	\$9.00	100	\$900.00
Coach for MAP Reading Fluency	\$11.00	100	\$1,100.00
MAP Reading Fluency Foundations Online Annual License	\$1,000.00	1	\$1,000.00

Subtotal	\$3,000.00
Estimated Tax	\$0.00
Grand Total	\$3,000.00

Invoicing Information

Unless otherwise specified, payment terms are Net 30. Remittance instructions will be included with your invoice.

Until this Sales Order is signed, the pricing is valid for 30 days from the Order Date listed at the top of this document. Please confirm the billing address or specify changes to your Sales Point of Contact.

For a copy of the latest NWEA division W-9, it is available at <https://support.hmhco.com/s/article/Billing-and-Invoices>. Click on "Requesting a W-9" and select "NWEA".

The Tax ID for NWEA, a division of Houghton Mifflin Harcourt Publishing Company, is 04-1456030.

Terms and Conditions

This Sales Order is between Customer and NWEA, a division of Houghton Mifflin Harcourt Publishing Company, and is subject to the HMH Standard PreK-12 Terms of Purchase located at <https://www.hmhco.com/terms-of-purchase> (the "Agreement") for the Products and Services listed above. By signing this Sales Order, you agree you have read, understand, and agree to the Agreement.

Signature

Customer
Signature:



Customer

Printed Name: Tim OBrien

Date:

8/1/2024

Customer Title

Asst. Superintendent of Business Services,



Education Services

OVERNIGHT FIELD TRIP REQUEST FORM for BOARD APPROVAL

This form is to be used to obtain board approval for overnight field trips.

1. Overnight field trip requests must be submitted on this form for consideration.
2. Overnight field trips require approval from the charter school board
3. The field trip request form must be signed by the field trip coordinator and the charter school executive director/director/ or designee before sending to the board for approval.
4. A trip itinerary must be attached to the completed request form.

Date of Request	August 20, 2025
Name of Charter School	Sage Oak Charter Schools
Lead Chaperone	Brenda Ramirez
Events Coordinator	Laura Rosenkranz
Director/Executive Director/Designee	Erin Bunch
Location of Trip	Sacramento, CA
Dates of Trip	Feb 26, 2025
Classes/Grade Level(s)	8th-12th
Instructional Objectives	Students will have an opportunity to see the seat of our state government. They will meet and converse with their state representatives and learn about the CA state capitol and surrounding areas. Students will also visit museums where they will engage in the culture, history, and art of this diverse state. Students will also tour a university campus that is away from home learning what options and

Education Services

OVERNIGHT FIELD TRIP REQUEST FORM for BOARD APPROVAL

	opportunities that are available to them. They will, more importantly, interact with one another building relationships through experiences.
Standards Addressed	Read, Comprehend, Cite, Discuss ; <u>HSS-11.11.7,</u> <u>HSS-PoAD.12.7-1-7 Government and Social Studies</u>
Additional Information (if applicable)	Tentative Itinerary: <ul style="list-style-type: none"> • Guided tour of the California State Capitol Building and meeting representatives • Picnic Lunch • University tour • Explore the Museum of Science and Curiosity • Free time in Sacramento or Old Town Sacramento if time permits • Dinner • Fly Home!
COVID-19 Safety Precautions <i>Please list the vendors COVID-19 safety precautions and state whether or not they comply with the current Sage Oak COVID-19 safety guidelines.</i>	The health and safety of our travelers is our number one priority. EDT will continue to monitor the impact of COVID-19 and follow guidelines established by the CDC and other public agencies in order to ensure our programs are as safe as possible.
Fees and payment Schedule	The cost is \$544 for 25 paying students 4 free chaperones for a total cost of \$13,600 OR \$526 for 30 paying students 5 free chaperones for a total cost of \$15,780. Itinerary
Transportation	Air and Motor Coach
Phone Tree/Chaperone Groups	Brenda Ramirez and Guillermo Gonzalez along with middle school chaperones will accompany the students. All chaperones accompany students upon arrival at the airport and accompany them on all activities and meals until their parents pick them up

Education Services

OVERNIGHT FIELD TRIP REQUEST FORM for BOARD APPROVAL

	at the airport upon return. All chaperones will have each other's contact information so as to communicate efficiently and effectively.	
Signatures		
Lead Chaperone	<i>Brenda Ramirez</i>	Date:8/20/24
Field Trip Coordinator	<i>Laura Rosenkrantz</i>	Date: 8/22/24
Director/Executive Director/Designee	<i>Erin Bunch</i>	Date:8/22/24

Education Services

OVERNIGHT FIELD TRIP REQUEST FORM for BOARD APPROVAL

This form is to be used to obtain board approval for overnight field trips.

1. Overnight field trip requests must be submitted on this form for consideration.
2. Overnight field trips require approval from the charter school board
3. The field trip request form must be signed by the field trip coordinator and the charter school executive director/director/ or designee before sending to the board for approval.
4. A trip itinerary must be attached to the completed request form.

Date of Request	August 20, 2024
Name of Charter School	Sage Oak Charter School, SO South, SO Keppel
Lead Chaperone	Brenda Ramirez
Events Coordinator	Laura Rosenkranz
Director/Executive Director/Designee	Erin Bunch
Location of Trip	Chicago
Dates of Trip	March 31, 2025- April 3, 2025
Classes/Grade Level(s)	High School, 9th - 12th
Instructional Objectives/Itinerary	<u>Instructional Objectives, Tentative Itinerary</u> - Attached
Standards Addressed	Standards to be covered but not limited to are as follows:

Education Services

OVERNIGHT FIELD TRIP REQUEST FORM for BOARD APPROVAL

	<p>Students demonstrate the following intellectual, reasoning, reflection, and research skills.</p> <p>Standards that will be covered are as follows but are not limited to</p> <ul style="list-style-type: none"> ● Students analyze the origins, characteristics, and development of different political systems across time, with emphasis on the quest for political democracy, its advances, and its obstacles. ● Students relate current events to the physical and human characteristics of places and regions. ● Students analyze human modifications of landscapes and examine the resulting environmental policy issues. ● Students understand the meaning, implication, and impact of historical events and recognize that events could have taken other directions. ● Students analyze the major social problems and domestic policy issues in contemporary American society. ● College Exploration – My Dream College and Assessing Academic Skills and Content Knowledge <ul style="list-style-type: none"> ○ Identify goal setting as an ongoing process by continuing to set, revisit, revise and reflect on personal goals. ○ Revise and reflect on long term goals by looking at growth, accomplishment, and room for improvement and how it applies to your college goals (i.e. PSAT, SAT, ACT, Practice Tests) ○ Utilize exploration tools used to navigate roadmaps to higher education and career options. ○ Research college and career requirements, as well as financial support opportunities.
<p>Additional Information (if applicable)</p>	<p>The trip is being limited to 30 students and 5 Staff chaperones.</p>

Education Services

OVERNIGHT FIELD TRIP REQUEST FORM for BOARD APPROVAL

COVID-19 Safety Precautions <i>Please list the vendors COVID-19 safety precautions and state whether or not they comply with the current Sage Oak COVID-19 safety guidelines.</i>	Students should be isolated in their hotel rooms. Any roommates not exhibiting symptoms should be moved to another room. EDT Trip Leader will immediately contact EDT head office for assistance. Trip Organizer will contact student's parents to inform them of the situation and provide them with a estimated timeline of when an update will be provided.	
Fees and payment Schedule	The total cost of the trip <i>as of today</i> per student will be <u>\$62,220 , \$2,074 per student (for 30 students) and 5 free chaperones OR Total cost \$53,725 \$2,149 per student (for 25 students and 4 free chaperones \$46,460 \$2,323 per student for 20 students and 4 free chaperones</u> The final payment will be made in Feb so as to be 60 days prior to travel. Double Occupancy	
Transportation	Airline, Coach Bus	
Phone Tree/Chaperone Groups	Brenda Ramirez and 3 or 4 other chaperones will accompany students. All chaperones stay at all locations with the students and accompany them on all tours and excursions. All chaperones will have each other's contact information so as to communicate efficiently and effectively.	
Signatures		
Lead Chaperone	<i>Brenda Ramirez</i>	Date: 8/20/2024
Events Coordinator	<i>Laura Rosenkranz</i>	Date: 8/23/24
Director/Executive Director/Designee	<i>Erin Bunch</i>	Date:8/23/24

Education Services

OVERNIGHT FIELD TRIP REQUEST FORM for BOARD APPROVAL

Coversheet

Consent- Human Resources

Section:	XI. Consent Agenda
Item:	C. Consent- Human Resources
Purpose:	
Submitted by:	
Related Material:	BUS Consent - Human Resources_9.12.2024.pdf Job Descriptions_9.12.2024.pdf Looking Glass Media Agreement_9.12.2024_rev.pdf Los Angeles County Office of Education Contract_9.12.2024.pdf Spark Hire Order Form_9.12.2024.pdf

SAGE OAK CHARTER SCHOOLS

Regular Meeting of the Board of Directors- September 12, 2024

BUS Consent Items - Human Resources

Items listed under Consent are considered routine and will be approved/adopted by a single motion.

1. Item: Approval of Certificated Personnel Report
2. Item: Approval of Classified Personnel Report
3. Item: Approval of Job Descriptions

Background:

Job descriptions are critical to the successful personnel operations of the school. They provide structure in areas such as recruitment, onboarding, determining reasonable accommodations, performance evaluation, succession planning, staff development, and compensation analysis. Job descriptions are routinely revised to remove antiquated wording, reflect the current duties of the positions, and align the minimum qualifications, knowledge, and abilities to the duties. New job descriptions are developed based on the school's staffing plans and identified support needs. It is recommended the Board approve the following job description(s) and revisions as presented.

New:

[Bilingual Paraprofessional Clerk](#)
[Digital Media & Communication Specialist](#)
[Senior Specialist, Human Resources Operations](#)
[Senior Specialist, Student Information and Reporting](#)
[Software Application Specialist](#)
[Support Technician](#)

Revised:

[Administrative Assistant, Student Services](#)
[Advanced and Gifted Program Coordinator](#)
[Alternate ELPAC Examiner](#)
[Assessment Support](#)
[Assistant Director of Special Education](#)
[Assistive Technology Specialist](#)
[Curriculum Coordinator](#)
[Curriculum Inputter](#)
[Director of Personalized Learning/Principal](#)
[Director of Secondary Education/Principal](#)
[Director of Virtual Learning/Principal](#)
[Education Advisor](#)
[Educational PO Approver](#)
[Education Services Manager](#)
[ESY-Behavior Specialist](#)
[ESY-Special Education Teacher \(Mild/Moderate\)](#)
[High School Assistant Principal](#)
[High School Coordinator](#)
[Human Resources Operations Specialist](#)
[Intervention Teacher](#)
[Master Agreement Signer Stipend](#)
[Office Specialist](#)
[Personalized Learning Teacher +](#)

[Personalized Learning Teacher](#)
[Personalized Learning TK-8 Academy Assistant Principal](#)
[Reading Specialist](#)
[Regional Mentor](#)
[Senior Administrative Assistant, Special Education](#)
[Senior Administrator, Employee Relations](#)
[Senior Administrator, Human Resources](#)
[Senior Administrator, Student Information and Reporting](#)
[Student Services Clerk](#)
[Substitute TK-8 Virtual Learning Teacher](#)
[Special Education Program Specialist](#)
[Special Education Teacher Mild/Moderate](#)
[Special Education TOSA](#)
[Student Intervention and Support Coordinator](#)
[Student Services Clerk](#)
[Teacher Trainee](#)
[TK-8 Virtual Learning Grade Level Leader](#)
[TK-8 Virtual Learning Teacher](#)
[Virtual Learning Academy Assistant Principal](#)
[Virtual Learning Academy Coordinator](#)

Recommendation:

It is recommended the Board approve the job description(s) and revisions as presented.

4. Item: Ratification of Looking Glass Media Agreement

Background:

Sage Oak Charter Schools is requesting the Board ratify the Looking Glass Media Agreement to support recruitment efforts for the 2023-2024 and 2024-2025 school years. This agreement allows Sage Oak to advertise open positions through recruitment ads shown at a local movie theater before films begin. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board ratify the Looking Glass Media Agreement as presented.

5. Item: Ratification of Los Angeles County Office of Education Contract (Renewal)

Background:

Sage Oak Charter Schools is requesting the Board ratify the contract with the Los Angeles County Office of Education (LACOE) for STRS reporting support. This contract grants Sage Oak access to upload monthly STRS files to the LACOE portal, ensuring accurate reporting of teacher retirement contributions. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board approve the Los Angeles County Office of Education Contract as presented.

6. Item: Ratification of Spark Hire Order Form

Background:

Sage Oak Charter Schools is requesting the Board ratify the service order for Spark Hire for the 2024-2025 school year. The agreement encompasses one-way virtual interviews to support the

recruitment efforts of unfilled positions. The expense was approved on June 20, 2024, as part of the 2024-2025 Adopted Budget.

Recommendation:

It is recommended the Board approve the Spark Hire Order Form as presented.

SAGE OAK CHARTER SCHOOLS

Regular Meeting of the Board of Directors- September 12, 2024

Job Descriptions

New:

[Bilingual Paraprofessional](#)

[Clerk](#)

[Digital Media & Communication Specialist](#)

[Senior Specialist, Human Resources Operations](#)

[Senior Specialist, Student Information and Reporting](#)

[Software Application Specialist](#)

[Support Technician](#)

Revised:

[Administrative Assistant, Student Services](#)

[Advanced and Gifted Program Coordinator](#)

[Alternate ELPAC Examiner](#)

[Assessment Support](#)

[Assistant Director of Special Education](#)

[Assistive Technology Specialist](#)

[Curriculum Coordinator](#)

[Curriculum Inputter](#)

[Director of Personalized Learning/Principal](#)

[Director of Secondary Education/Principal](#)

[Director of Virtual Learning/Principal](#)

[Education Advisor](#)

[Educational PO Approver](#)

[Education Services Manager](#)

[ESY-Behavior Specialist](#)

[ESY-Special Education Teacher \(Mild/Moderate\)](#)

[High School Assistant Principal](#)

[High School Coordinator](#)

[Human Resources Operations Specialist](#)

[Intervention Teacher](#)

[Master Agreement Signer Stipend](#)

[Office Specialist](#)

[Personalized Learning Teacher +](#)

[Personalized Learning Teacher](#)

[Personalized Learning TK-8 Academy Assistant Principal](#)

[Reading Specialist](#)

[Regional Mentor](#)

[Senior Administrative Assistant, Special Education](#)

[Senior Administrator, Employee Relations](#)

[Senior Administrator, Human Resources](#)

[Senior Administrator, Student Information and Reporting](#)

[Student Services Clerk](#)

[Substitute TK-8 Virtual Learning Teacher](#)

[Special Education Program Specialist](#)

[Special Education Teacher Mild/Moderate](#)

[Special Education TOSA](#)

[Student Intervention and Support Coordinator](#)

[Student Services Clerk](#)

[Teacher Trainee](#)

[TK-8 Virtual Learning Grade Level Leader](#)
[TK-8 Virtual Learning Teacher](#)
[Virtual Learning Academy Assistant Principal](#)
[Virtual Learning Academy Coordinator](#)

Looking Glass

M E D I A

2707 Laurel Street Napa, CA 94558 Phone 888.990.8777

Date: 6/6/24

Advertiser Information

Company Sage Oak Charter Schools
Attention Tim O'Brien / Yesenia Cabrera
Industry Education
Address 1473 Ford St STE 105
City, State, Zip Redlands, CA 92373
Phone 1 (888) 435-4445 / (909) 268-1170
Email tobrien@sageoak.education
Email ycabrera@sageoak.education

Agency

Company
Attention
Industry
Address
City, State, Zip
Phone
Fax
Email

Regional Sales Director Michelle SanMiguel
Phone
Email michelle@lookingglassmedia.com

(Redacted pursuant to Gov Code § 6254(c) to protect personal privacy.)

Contract Type: New
IO #: 45449.66
PO #:

Start Date	End Date	Promo Type	Media Type	Ad Length	Theatre Code	Theatre	City	State	# of Screens	# of Weeks	Rate Per Week	Net Total						
6.14.24	9.5.24	On-Screen Ad	Slide	:12	LGM4482	LOOK Dine In Redlands	Redlands	CA	14	12	303.34	3,640.08						
												0.00						
												0.00						
												0.00						
												0.00						
												0.00						
												0.00						
Total Media												3,640.08						
Comments and Special Instructions: Any future ad swaps are \$175 each.											Production/Insertion	175.00						
											Total Screen Fee	3,815.08						
											First Payment	3,815.08						
Invoice Delivery: <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail																		
Payment Information: <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Check																		
Card Holder Name:				Credit Card Number:				Expiration Date:		Credit Card Security Code:								
Credit Card Billing Address (if different from above):																		
DocuSigned by: Tim O'Brien												6/7/2024						
Card Holder Signature:				Date:				Authorized Signature:				Date:						
725EEEEED33D74BC...																		

This Agreement includes and is subject to the Terms and Conditions set forth on Page 2

Looking Glass

M E D I A

2707 Laurel Street Napa, CA 94558 Phone 888.990.8777

Date: 6/6/24

Terms & Conditions

1. **Exhibitor Services.** Looking Glass Media LLC ("LGM") will cause a digital multimedia advertisement ("Spot") to be exhibited in the theater(s) listed on this Order Form (the "Theatre Screens") pursuant to the terms set forth in this Agreement. The Spot will be presented at least once prior to the presentation of each movie during the normal seating period, along with other advertisements. LGM makes no representations about the placement of Advertiser's Spot within the pre-show program. Advertiser acknowledges that equipment, mechanical, and electrical failures may happen from time to time and such failures shall not constitute a breach of this Agreement. Upon any event which prevents exhibition of a Spot, LGM and Theater will use its best commercial efforts to exhibit advertising at the next reasonable opportunity. The exhibition of Spot is subject to preemption and may be moved at LGM's discretion to a different time/location in the show.

2. **Design Services.** Advertiser hereby contracts with LGM to produce a Spot for display on the selected Theater Screens.

(a) **Design By Advertiser.** Advertiser may design and provide the Spot at its own cost, according to LGM's specifications. Spots submitted by Advertiser are subject to a prepaid production fee and must be submitted at least fourteen (14) days prior to the estimated Start date indicated in this Order Form. LGM shall not be liable for damage to any such material.

(b) **Design By LGM.** Advertiser may request that LGM design the Spot, subject to a prepaid production fee, using media supplied by the Advertiser and received by LGM within fourteen (14) days after execution of this Agreement. LGM may use agency photos and copy to produce the Spot if it does not receive all the media from the Advertiser within such time period.

(c) **Approval of Spot.** Approximately fourteen (14) days prior to the Start Date, LGM will provide Advertiser with a proof on LGM's website, in print form, or via email. Advertiser shall approve Spot (via email or written signature) or provide comments to LGM no later than ten (10) days prior to launch. Advertiser acknowledges that time is of the essence, and failure to provide approval or comments within such time period may reduce the length of exhibition, without penalty to LGM. Once approved, Advertiser is solely responsible for any errors or desired changes.

(d) **Rights.** LGM reserves the right to, at its sole discretion, edit, cancel or reject any Spot for any reason. If LGM deems the advertising material unsatisfactory it shall notify Advertiser, and Advertiser will then promptly replace the material. Advertiser's sole remedy for production delays not caused by Advertiser is extension of the term of this Agreement by the number of days of lost advertising time on a one-for-one basis. LGM retains ownership of all materials produced hereunder, as well as promotional rights to use the images associated with this Agreement. Production fees are non-refundable. An additional production fee shall be incurred for any modification to the original Spot, to be quoted at the time of such request and due in full in advance of the change. Additional charges may also be incurred for unusual or complex production requirements.

3. **Term.** This Agreement shall commence date that the last of all required parties has executed it, (the "Effective Date") and shall continue until the End Date, as may be modified under the terms of this Agreement (the "Term"). If exhibition at one or more of the Theaters becomes unavailable, advertising shall continue in the remaining or substitute Theaters, and LGM may extend the Term for such time as needed to run the contracted number of Spots. This agreement will automatically renew for like subsequent periods, unless terminated by either party by written notice sent to the other at the above address, at least sixty (60) days, but not more than 6 months prior to the expiration of the original term or any then current renewal terms.

4. **Payment.** As compensation for LGM's services herein, Advertiser agrees to pay LGM amount as set forth as "Total Screen Fee" on this Order Form (the "Screen Fee"). The Screen Fee is due prior to the first showing of the Spot. Upon approval by LGM (which may be withheld for any reason) Advertiser may pay the Screen Fee in installments as indicated on the Order Form portion of this Agreement. The installment billing cycle will commence immediately from the Effective Date. Failure to make any payment within ten (10) days of the due date on the invoice shall result in a late payment fee of the lesser of the maximum rate of interest permissible under the applicable law, OR 15% (fifteen percent) per month. A \$75 (seventy-five dollar) administrative fee is due for each item returned from the bank. Any outstanding balance more than thirty (30) days past due shall constitute a default by Advertiser. Upon any default, LGM may do any or all of the following: (i) suspend exhibition of the Spot until the account is made current, (ii) demand any balance for remainder of the Term immediately due and payable, and/or (iii) pursue any other remedies available at law and equity. Advertiser shall be liable for all costs incurred in enforcement of this Agreement, including all attorney fees, court costs, and collection fees. Advertiser acknowledges that LGM may contract with a third party to administer billing pursuant to this Agreement. All production fees and down payments are due prior to showing the Spot.

5. **Cancellation.** LGM retains the right to cancel this Agreement at any time if the Spot is not able to be shown at the Theater for any reason. Upon such cancellation, LGM may issue Advertiser substitute screen time on a one-for-one basis, or a pro-rata credit for the unfulfilled portion of this Agreement to be applied to subsequent orders.

6. **Indemnification.** Advertiser represents and warrants that all of its activities under this Agreement are and will be in full compliance with applicable laws and regulations. Advertiser shall indemnify and hold LGM, Theater, its subsidiaries and affiliates, and their shareholders, officers, directors, employees and agents, harmless from and against any and all losses, damages, claims, liabilities, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of the performance of this Agreement, or Advertiser's breach thereof.

7. **Rights.** Neither party shall obtain by this Agreement any right, title or interest in the trademarks of the other, nor shall this Agreement give either party the right to use, refer to, or incorporate in marketing or other materials the name, logos, trademarks or copyrights of the other without prior written consent. Advertiser shall provide and maintain all licenses, rights and clearances necessary for exhibition of the Spot. No product, category or other exclusivity is granted to Advertiser.

8. **License.** By entering into this Agreement, Advertiser hereby grants to LGM the right to use, copy, reproduce, modify, recompose, edit, distribute and transmit any advertising material provided hereunder, in any and all media now known or hereafter developed, as necessary or helpful in the performance of this Agreement. This Agreement may not be assigned or transferred by Advertiser without the prior written consent of LGM.

9. **Warranty Disclaimer.** The services provided hereunder are furnished by LGM and accepted by Advertiser "as is," with all faults and without any warranty whatsoever. All warranties, whether express or implied, including any warranties of implied merchantability or fitness for a particular purpose, are specifically excluded and disclaimed.

10. **Remedies and Limitations Thereof.** Advertiser's sole remedy for delays or interruptions through no fault of the advertiser is the extension of the term of this agreement for showing spots by the number of days of lost screen time caused by the delay. In no event will LGM or theater be liable to advertiser or any person for any lost profits, lost savings, lost data, or other special, consequential, incidental or punitive damages arising out of or relating to this agreement and services furnished or to be furnished herein. The aggregate liability of LGM upon any claims whatsoever arising out of or relating to this agreement will in any event be absolutely limited to payments received by LGM from advertiser pursuant to this agreement. If a theater is unable to exhibit a spot for any reason, the theater shall have no liability to advertiser as a result thereof. LGM may substitute screen time or other forms of in-theater advertising in lieu of any cash settlement. In any action to enforce the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.

11. **Miscellaneous.** This Agreement includes the Order Form portion above, and shall not be amended except in a writing signed by LGM and Advertiser. This Agreement constitutes the full and entire understanding between the parties hereto and supersedes any prior oral or written agreement, except for existing written contracts between LGM and Advertiser for other theaters or weeks not covered herein. Advertiser, or any agent signing on its behalf, shall be jointly and severally liable for the obligations hereunder. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, successors and permitted assigns. LGM may assign this Agreement to any party, without the consent of Advertiser, and upon such assignment shall have no further liability hereunder. This Agreement shall be governed by the laws of the State of California. If any provision herein shall be deemed invalid or unenforceable in whole or in part, neither the validity of the remaining part of the provision or of any other provision shall in any way be affected thereby.

END OF TERMS AND CONDITIONS

C-24356:23:24

LOS ANGELES COUNTY OFFICE OF EDUCATION
CONTRACT
FOR
NETWORK SERVICES AND SUPPORT
EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as “LACOE,” and

SAGE OAK CHARTER SCHOOL, whose address is 1473 Ford Street, Suite 105, Redlands, CA 92373, hereinafter referred to as “District,” mutually agree as follows:

1. BASIS OF CONTRACT

- 1.1 LACOE shall provide access to network services and support via the LACOE Network, a telecommunications network established and maintained by LACOE.
- 1.2 Charges for the network services are based on the expenses incurred by LACOE in supporting the network through the Telecommunications Carriers, CENIC/K12 High Speed Network, and contractors providing equipment, lines, and services. The estimated annual charges listed on Exhibit A, Network Services and Support, attached hereto and made a part hereof, are based on the type, level, and number of services provided to the District.
- 1.3 The District is responsible for applicable taxes and surcharges passed through by the Telecommunications Carriers. The taxes and surcharges provided on the Exhibit A are an estimate and are subject to change due to a periodic adjustments made by taxing authorities.
- 1.4 The Direct Port charges includes costs of LACOE personnel, maintenance, software, and indirect cost rates. Indirect cost rates are assessed by the California Department of Education (CDE). The indirect cost rates are an estimate and subject to change annually to align with the CDE.
- 1.5 In the event E-Rate or CTF discounts are not granted, District agrees to pay the full price of the bandwidth rate.

(2023-02-10)

- 1.6 LACOE will provide the District with Revised Exhibit A(s) during the contract year to reflect the addition and/or deletion of subscribed network services, and, by July 1 of each year to notify the District of the following fiscal year rate increases.
- 1.7 Exhibit B, Description of Network Services, attached hereto and made a part hereof, indicates the services available from LACOE.
- 1.8 All routers and associated equipment, that directly interface with the LACOE Network from a school site or a District office will be acquired, programmed, and installed by LACOE Network staff. This is essential for network efficiency and security. This equipment will remain the property of LACOE.
- 1.9 District has requested LACOE to provide said network services, and LACOE agrees to do so in accordance with the terms and conditions of this Contract. Any modifications, repairs, upgrades, improvements, programming, troubleshooting, and reconfiguration of equipment and services related to the LACOE Network performed by the District or its contractors must be coordinated with LACOE's Technology Services.

2. TERM

This Contract shall begin on July 1, 2023, and continue in full force and effect through June 30, 2024, unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

3. PAYMENT

The amount payable for service charges, Data lines, equipment maintenance fees, and consulting fees, shall be transferred quarterly by journal voucher from the District to LACOE. A quarterly invoice shall be provided to the District if requested in writing. In the event District does not have access to journal voucher, LACOE will invoice the District. Fees for newly added equipment or circuit installations/upgrades will be transferred by journal voucher or invoice from LACOE to the District, at the end of the quarter in which installation is completed.

The amount payable for Virtual Private Network (VPN) access and IP Address leasing will be transferred by journal voucher from LACOE to the District on an annual basis in July.

4. TAXES, SURCHARGES AND FEES

District shall pay all applicable taxes, fees or surcharges imposed on or in connection with the services that are the subject of this Contract, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local government charges or regulatory fees.

5. INDEMNIFICATION

District agrees to defend, indemnify, save, and hold harmless LACOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

LACOE agrees to defend, indemnify, save, and hold harmless District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorney's fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property to the extent that such injury, damage or loss results from or is connected with LACOE's sole negligence or error or omission. LACOE shall bear no liability for the acts or omissions of its contractors hired to perform work under this Contract. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

6. INSURANCE

Both parties shall take out and maintain such general liability, property damage and automobile insurance as is required to protect their interests.

7. NOTICES

Any notices to be given pursuant to this Contract shall be in writing and such notices, as well as any other document to be delivered, shall be delivered by personal service or by deposit in the U.S. Mail, certified or

registered, return receipt requested, postage prepaid, and addressed to the party for whom intended as follows:

LACOE:

Procurement Services
LOS ANGELES COUNTY OFFICE OF EDUCATION
9300 Imperial Highway, ECW Room 157
Downey, CA 90242-2890

District:

Mailing Address is District Office

8-10. SECTIONS RESERVED (Intentionally left blank.)

11. COVENANT AGAINST CONTINGENT FEES

District warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide established commercial or selling agencies retained by District for the purpose of securing business. For breach or violation of this warranty, LACOE shall have the right to immediate termination of this Contract and, at its sole discretion, deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or commission fee.

12. EMPLOYEE FINGERPRINTING

During the entire term of the Contract, both parties, including all subcontractors, shall fully comply with the provisions of the Education Code Section 45125.1.

13. ASSIGNMENT

District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of LACOE. If prior written consent is not given by LACOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District shall not subcontract the work to be performed pursuant to this Contract without prior written approval of LACOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to LACOE for prior written approval.

14. INTEGRATION

This Contract, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

15. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

16. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

17. SEVERABILITY / WAIVER

17.1 If any provision of this Contract is determined to be illegal, unenforceable, or invalid, such act shall in no way affect the validity of any other provision in this Contract.

17.2 No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

18. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

19. TERMINATION

The Contract may be terminated by either party upon sixty (60) days' written notification. If LACOE elects to terminate this Contract for its convenience, LACOE shall cease to provide services after the date of termination. Thereafter, the District shall have no further claims against LACOE under this Contract. If District elects to terminate this Contract for its own convenience, District shall pay LACOE for services provided through the date of termination including early termination fee assessed by the Telecommunications Carrier and other related costs determined by LACOE to be reasonably necessary to effect such termination. Thereafter, LACOE shall no further claims against the District under this Contract.

20. FAILURE TO COMPLY

In the event District fails to perform in accordance with the indemnification or insurance requirement clauses of this Contract, makes inaccurate certifications as a part of this contract or contracting process, or otherwise breaches any other clause of this Contract, LACOE, the Los Angeles County Board of Education and the individuals thereof, and all officers, agents, employees, representatives, and volunteers shall be entitled to recover all legal fees, costs, and other expenses incident to securing performance or incurred as a consequence of nonperformance.

21. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

22. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. Both parties warrant that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by either party, provide evidence of same.

23. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or

suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

24. GOVERNING LAW/FORUM SELECTION

This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

25. INCORPORATION BY REFERENCE

Any exhibits referenced herein shall be incorporated and made a part of this Contract.

26. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were so inserted and included.

27. RECORD RETENTION AND INSPECTION

District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

28. NO THIRD PARTY OBLIGATIONS

The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

29. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

30. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

31. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco/marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco/marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles. This includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

32. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

- 33.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 33.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 33.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,
- 33.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

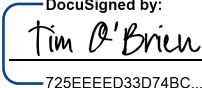
34. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy. The Parties represent and warrant that those persons signing this Contract are authorized to execute this Contract.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

SAGE OAK CHARTER SCHOOL

By _____
Anne Brache
Procurement Services Coordinator

By 
725EEEEED33D74BC...
Tim O'Brien

Typed or Printed Name

Title Assistant Superintendent, Business
Services/CEO

Date _____
mc 5-28
Report 6/12/2024

Date 7/16/2024



Technology Services - Network Services and Support
9300 Imperial Highway, Downey, CA 90242
Phone: (562) 922-6646

Exhibit A - Cost Estimate

Do Not Forward Without LACOE Consent

SITE:	Sage Oak Charter School	SERVICE DESCRIPTION	DATE
ADDRESS:	1473 Ford St., Suite 105 Redlands, CA 92373	VPN Access to LACOE Business Services	5/21/2024
CONTACT NAME:	Lisa Lavallee		
CONTACT TITLE:	CSO Payroll Manager		
TELEPHONE:	(888) 435-4445		
EMAIL:	llavallee@sageoak.education		

VPN ¹ SERVICE RATE WORKSHEET	Pricing
Total Number of District VPN User Account License	1
Annual VPN User Account License Cost	\$200.00
Annual Cost:	\$200.00

[NOTES]

¹VPN - Virtual Private Network. Any access to LACOE's financial applications such as HRS, Peoplesoft, RAD, etc., will require installation and use of a VPN client to secure sensitive traffic.

- Annual pricing is based on a one-year commitment with LACOE.
- If adding a new user account license, Site will be charged the annual cost.

EXHIBIT B
DESCRIPTION OF SERVICES AVAILABLE
EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The services provided in this Exhibit B are for Internet Access only.

Internet service can support a single LAN at the District office/school site, multiple LAN's within a single site, or multiple school site LAN's connected to the District office by an intra-district network.

DESCRIPTION OF SERVICE SUPPORT - RECURRING CHARGES

1. Line Cost (Based on multi-year rates).
2. Line costs are based on 3 year contracts with the Telecommunications Carrier and the responsibility of the District to maintain this commitment. Early termination will cause the Telecommunications Carrier to penalize the District via LACOE.
3. Service Fee - Will vary with total bandwidth of District's connection.

DESCRIPTION OF SERVICE SUPPORT - ONE TIME CHARGES

4. LACOE will install all the necessary telecommunications services and equipment to provide the District with access to the Internet at the contracted bandwidth subject to available capacity on the K12HSN/CENIC Network. LACOE will also work with the K12HSN/CENIC Network to monitor and make arrangements to increase bandwidth subject to K12HSN budgetary and logistical constraints. The equipment and services normally provided include the data line or lines, a router or switch, Domain Name Service (DNS) and training of District staff on how to manage TCP/IP addresses for the District.

DESCRIPTION OF SERVICE SUPPORT – NETWORK CONSULTING SERVICES

5. Consulting Services for Wide Area Network (WAN) or Local Area Network (LAN) Projects. Based on a charge of \$110.00 per hour of contracted time. Services include wide and local area network planning, equipment recommendations for WAN or LAN, site wiring requirements analysis, cost information for circuit types and equipment, WAN installations and implementations support.
6. Local Area Network support services. On site assistance provided for contracted number of days per year. Per day rates are based on \$110.00 per hour. Service includes trouble-shooting, basic training in use of network systems software such as E-mail and emergency assistance.

C-24357:24:25

LOS ANGELES COUNTY OFFICE OF EDUCATION
CONTRACT
FOR
NETWORK SERVICES AND SUPPORT
EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The LOS ANGELES COUNTY OFFICE OF EDUCATION, a public educational agency, located at 9300 Imperial Highway, Downey, California 90242-2890, hereinafter referred to as “LACOE,” and

SAGE OAK CHARTER SCHOOL, whose address is 1473 Ford Street, Suite 105, Redlands, CA 92373, hereinafter referred to as “District,” mutually agree as follows:

1. BASIS OF CONTRACT

- 1.1 LACOE shall provide access to network services and support via the LACOE Network, a telecommunications network established and maintained by LACOE.
- 1.2 Charges for the network services are based on the expenses incurred by LACOE in supporting the network through the Telecommunications Carriers, CENIC/K12 High Speed Network, and contractors providing equipment, lines, and services. The estimated annual charges listed on Exhibit A, Network Services and Support, attached hereto and made a part hereof, are based on the type, level, and number of services provided to the District.
- 1.3 The District is responsible for applicable taxes and surcharges passed through by the Telecommunications Carriers. The taxes and surcharges provided on the Exhibit A are an estimate and are subject to change due to a periodic adjustments made by taxing authorities.
- 1.4 The Direct Port charges includes costs of LACOE personnel, maintenance, software, and indirect cost rates. Indirect cost rates are assessed by the California Department of Education (CDE). The indirect cost rates are an estimate and subject to change annually to align with the CDE.
- 1.5 In the event E-Rate or CTF discounts are not granted, District agrees to pay the full price of the bandwidth rate.

(2023-02-10)

- 1.6 LACOE will provide the District with Revised Exhibit A(s) during the contract year to reflect the addition and/or deletion of subscribed network services, and, by July 1 of each year to notify the District of the following fiscal year rate increases.
- 1.7 Exhibit B, Description of Network Services, attached hereto and made a part hereof, indicates the services available from LACOE.
- 1.8 All routers and associated equipment, that directly interface with the LACOE Network from a school site or a District office will be acquired, programmed, and installed by LACOE Network staff. This is essential for network efficiency and security. This equipment will remain the property of LACOE.
- 1.9 District has requested LACOE to provide said network services, and LACOE agrees to do so in accordance with the terms and conditions of this Contract. Any modifications, repairs, upgrades, improvements, programming, troubleshooting, and reconfiguration of equipment and services related to the LACOE Network performed by the District or its contractors must be coordinated with LACOE's Technology Services.

2. TERM

This Contract shall begin on July 1, 2024, and continue in full force and effect through June 30, 2025, unless early termination occurs in accordance with the terms of this Contract or this Contract is extended by written amendment.

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The amount payable for Virtual Private Network (VPN) access and IP Address leasing will be transferred by journal voucher from LACOE to the District on an annual basis in July.

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Procurement Services
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21. ATTORNEY'S FEES

Should either party be required to file any legal action or claim to enforce any provision of this Contract or resolve any dispute arising under or connected to this Contract, except as set forth in the "Failure to Comply" in this contract, each party shall bear its own attorney's fees and costs in bringing such an action and any judgment or decree rendered in such a proceeding shall not include an award thereof.

22. COMPLIANCE WITH LAW

Both parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this Contract. Both parties warrant that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and shall, upon request by either party, provide evidence of same.

23. FORCE MAJEURE

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault or negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or

suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

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This Contract is made, entered into and executed in Los Angeles County, California, and the parties agree that any legal action, claim or proceeding arising out of or connected with this Contract shall be filed in the applicable court in Los Angeles County, California. The parties further agree this Contract shall be construed, and all disputes hereunder shall be settled, in accordance with the laws of the State of California.

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Any exhibits referenced herein shall be incorporated and made a part of this Contract.

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District agrees that LACOE shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this Contract. All records shall be kept and maintained by District and made available to LACOE during the entire term of this Contract and for a period not less than five (5) years after final payment hereunder by LACOE.

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The execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any parties thereto, to any person or entity other than the parties hereto.

29. LACOE BUDGET/GRANT FUNDS CONTINGENCY

If any portion(s) of LACOE's financial budget affecting the contractual time period of this agreement does not appropriate sufficient funds for these contracted services and/or related programs, or if grant funds related to these contracted services and/or related programs are not available for any reason whatsoever, this agreement shall be of no further force and effect. In this event, LACOE shall have no liability to pay any funds to District under this agreement, and the District shall not be obligated to perform any provisions of this agreement.

In such instances, particularly when partial funding remains available, LACOE shall have the option to either terminate this agreement with no liability occurring to LACOE, or LACOE may offer an amendment to this agreement to reflect the reduced availability of funds.

30. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

31. TOBACCO AND MARIJUANA-FREE SCHOOLS AND FACILITIES

When at LACOE-owned or LACOE-leased buildings, both parties hereby agree to comply with the Los Angeles County Board of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco/marijuana products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco/marijuana products at any time in LACOE-owned or leased buildings, on LACOE property and in LACOE vehicles. This includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking.

32. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that District will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Los Angeles County Board of Education's Alcohol and Drug-Free Workplace Policy 4020.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY (Federal Executive Order 12549)

By executing this contractual instrument, District certifies to the best of its knowledge and belief that it and its principals:

- 33.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- 33.2 Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 33.3 Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in Section 34.2 above, of this certification; and,
- 33.4 Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State or Local) terminated for cause of default.

34. EXECUTION REQUIREMENTS

Proper signatures required for execution of this instrument may be by original signature; photocopy; fax/facsimile copy; valid, encrypted, electronic transmission/signature; and/or other commonly accepted, widely used, commercially acceptable signature methods. This instrument may be executed in counter-parts by each party on a separate copy thereof with the same force and effect as though all parties had executed a single original copy. The Parties represent and warrant that those persons signing this Contract are authorized to execute this Contract.

LOS ANGELES COUNTY
OFFICE OF EDUCATION

SAGE OAK CHARTER SCHOOL

By _____
Anne Brache
Procurement Services Coordinator

DocuSigned by:
By Tim O'Brien
725EEEEED33D74BC...
Tim O'Brien

Typed or Printed Name

Assistant Superintendent, Business
Title Services/CFO

Date _____
mc 5-28
Report 6/12/2024

Date 7/16/2024



Technology Services - Network Services and Support
9300 Imperial Highway, Downey, CA 90242
Phone: (562) 922-6646

Exhibit A - Cost Estimate

Do Not Forward Without LACOE Consent

SITE:	Sage Oak Charter School	SERVICE DESCRIPTION	DATE
ADDRESS:	1473 Ford St., Suite 105 Redlands, CA 92373	VPN Access to LACOE Business Services	5/21/2024
CONTACT NAME:	Lisa Lavallee		
CONTACT TITLE:	CSO Payroll Manager		
TELEPHONE:	(888) 435-4445		
EMAIL:	llavallee@sageoak.education		

VPN ¹ SERVICE RATE WORKSHEET	Pricing
Total Number of District VPN User Account License	1
Annual VPN User Account License Cost	\$200.00
Annual Cost:	\$200.00

[NOTES]

- ¹VPN - Virtual Private Network. Any access to LACOE's financial applications such as HRS, Peoplesoft, RAD, etc., will require installation and use of a VPN client to secure sensitive traffic.
- Annual pricing is based on a one-year commitment with LACOE.
 - If adding a new user account license, Site will be charged the annual cost.

EXHIBIT B
DESCRIPTION OF SERVICES AVAILABLE
EDUCATIONAL TELECOMMUNICATIONS AND TECHNOLOGY

The services provided in this Exhibit B are for Internet Access only.

Internet service can support a single LAN at the District office/school site, multiple LAN's within a single site, or multiple school site LAN's connected to the District office by an intra-district network.

DESCRIPTION OF SERVICE SUPPORT - RECURRING CHARGES

1. Line Cost (Based on multi-year rates).
2. Line costs are based on 3 year contracts with the Telecommunications Carrier and the responsibility of the District to maintain this commitment. Early termination will cause the Telecommunications Carrier to penalize the District via LACOE.
3. Service Fee - Will vary with total bandwidth of District's connection.

DESCRIPTION OF SERVICE SUPPORT - ONE TIME CHARGES

4. LACOE will install all the necessary telecommunications services and equipment to provide the District with access to the Internet at the contracted bandwidth subject to available capacity on the K12HSN/CENIC Network. LACOE will also work with the K12HSN/CENIC Network to monitor and make arrangements to increase bandwidth subject to K12HSN budgetary and logistical constraints. The equipment and services normally provided include the data line or lines, a router or switch, Domain Name Service (DNS) and training of District staff on how to manage TCP/IP addresses for the District.

DESCRIPTION OF SERVICE SUPPORT – NETWORK CONSULTING SERVICES

5. Consulting Services for Wide Area Network (WAN) or Local Area Network (LAN) Projects. Based on a charge of \$110.00 per hour of contracted time. Services include wide and local area network planning, equipment recommendations for WAN or LAN, site wiring requirements analysis, cost information for circuit types and equipment, WAN installations and implementations support.
6. Local Area Network support services. On site assistance provided for contracted number of days per year. Per day rates are based on \$110.00 per hour. Service includes trouble-shooting, basic training in use of network systems software such as E-mail and emergency assistance.

Certificate Of Completion

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Status: Completed

Subject: Complete with DocuSign: C-24356.pdf, C-24357.pdf

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Signatures: 2

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Sage Oak Charter Schools Human Resources (MV)

AutoNav: Enabled

mvillalobos@sageoak.education

Enveloped Stamping: Enabled

IP Address: 47.149.41.30

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

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Status: Original

7/16/2024 11:31:43 AM

Holder: Sage Oak Charter Schools Human

Resources (MV)

mvillalobos@sageoak.education

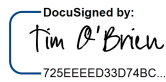
Location: DocuSign

Signer Events

Tim O'Brien

TOBrien@sageoak.education

Director, Business Services, CFO

Security Level: Email, Account Authentication
(None)**Signature**DocuSigned by:

725EEEEED3D74BC...

Signature Adoption: Pre-selected Style

Using IP Address: 47.178.38.113

Timestamp

Sent: 7/16/2024 11:38:58 AM

Viewed: 7/16/2024 11:43:05 AM

Signed: 7/16/2024 11:43:16 AM

Electronic Record and Signature Disclosure:

Accepted: 6/28/2019 9:51:32 AM

ID: 6ffc4aab-119c-4797-96e1-d095f64481ea

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Lisa Lavallee

lllavallee@cccs.education

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(None)**COPIED**

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Michale Choi

Choi_Michael@laoe.edu

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Wendy Shin

Shin_Wendy@laoe.edu

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(None)**COPIED**

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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	7/16/2024 11:43:16 AM
Completed	Security Checked	7/16/2024 11:43:19 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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From time to time, Sage Oak (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Sage Oak:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kwoodgrift@sageoak.education

To advise Sage Oak of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kwoodgrift@sageoak.education and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Sage Oak

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kwoodgrift@sageoak.education and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Sage Oak

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to kwoodgrift@sageoak.education and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Sage Oak as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Sage Oak during the course of your relationship with Sage Oak.



Spark Hire Order Form

Customer Information	
Entity Name ("Customer")	Sage Oak Charter Schools
AP Contact Name	Sophie Adams
AP Email	sadams@sageoak.education
AP Phone Number	888-435-4445
Billing Address	1467 Ford Street, Suite 202
Billing City	Redlands
Billing State/Province	CA
Billing Zip/Postal Code	92373
Billing Country	USA

Product	Price	Quantity	Subtotal *
3001-10000 Students	\$1.10	4100	\$4,510.00
Enterprise K-12	\$0.00	1	\$0.00

Total Amount * (US Dollars) \$4,510.00

*plus any applicable sales taxes

Order Details	
Order Start Date	2024-07-09
Order End Date	2025-06-30
Billing Frequency	Semi-Annual
Payment Terms	Upon Receipt
Payment Method	ACH/Wire



Order Details	
Months Serviced	12



Special Notes:

By signing this Order Form, Customer agrees to pay Spark Hire the Total Amount via a payment schedule defined by the Billing Frequency.

If Customer's Payment Method is Credit Card, Spark Hire will automatically charge the credit card on file based on the Total Amount and Billing Frequency.

If Customer's Payment Method is ACH/Wire or Check, Customer agrees to submit payment according to the Billing Frequency.

The **"Order Start Date"** is specified in this Order Form and the initial payment is due no later than the Order Start Date. The **"Order End Date"** is also specified in this Order Form.

Subscriptions are non-cancelable before their Order End Date. Customer is responsible for paying Spark Hire the Total Amount.

If Customer chooses to discontinue services after the Order End Date, Customer must provide a 60-day written notice to billing@sparkhire.com prior to the Order End Date. Otherwise, the subscription will be automatically renewed for an additional number of months specified in **"Months Serviced"** on the same Plan in this Order Form with an automatic price increase of 8%.

Spark Hire reserves the right to recover costs of collection of missed, late, or failed payments and to suspend access to the Spark Hire services until payment is current. Such suspension shall not extend the expiration date of services ordered. Except as expressly provided herein all amounts paid hereunder are final and non-refundable.

This Order Form is governed by the terms of Spark Hire's Terms of Use found at <https://www.sparkhire.com/terms>. If any verbiage in this Order Form and the Terms of Use conflict, the verbiage in this Order Form shall supersede.

Purchasing future add-ons or upgrades to the subscription associated with this order shall be subject to an updated price quote based on the Spark Hire pricing at the time.

Upon signature by Customer and submission to Spark Hire, this Order Form shall become legally binding.

The signatory below acknowledges that they are authorized to sign on behalf of Customer and bind Customer to this Order Form.

Agreed to by:

Habib Tahmas

Name	Habib Tahmas
Job Title	Sr. Director of Fiscal Services
Date	2024-07-08

Signature Certificate

Reference number: VAWL6-XCDZB-D3CV6-JQG6J

Signer

Timestamp

Signature

Habib Tahmas

Email: htahmas@sageoak.education

Shared via link

Sent:

08 Jul 2024 17:56:08 UTC

Viewed:

08 Jul 2024 17:58:12 UTC

Signed:

08 Jul 2024 18:01:48 UTC

Habib Tahmas

IP address: 47.178.38.113

Location: Redlands, United States

Document completed by all parties on:

08 Jul 2024 18:01:48 UTC

Page 1 of 1



Signed with PandaDoc

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Coversheet

Consent - Policy Development

Section:	XI. Consent Agenda
Item:	D. Consent - Policy Development
Purpose:	
Submitted by:	
Related Material:	BUS Consent - Policy Development_9.12.2024.pdf

SAGE OAK CHARTER SCHOOLS

Regular Meeting of the Board of Directors- September 12, 2024

BUS Consent Items - Policy Development

Items listed under Consent are considered routine and will be approved/adopted by a single motion.

1. Item: Approval of Changes to Existing Board Policies Revised/Reviewed

Background:

To ensure adherence with current state and federal laws related to instruction, policies are reviewed and updated accordingly to provide clarity and alignment in support of effective governance.

5000 Series - Student Services

[5065-SO Enrollment Policy](#)

Redline Version

Sage Oak Charter Schools is requesting the Board approve revisions to the enrollment policy. The update includes guidelines for re-enrollment for students involuntarily withdrawn, requiring completion of a rehabilitation plan with 95% attendance and successful schoolwork for one year at another school, along with documentation.

Recommendation:

It is recommended the Board approve the changes to the Enrollment policy, as presented.

Coversheet

(Action) Approval of Annual Board Self-Evaluation

Section: XII. Board Governance
Item: A. (Action) Approval of Annual Board Self-Evaluation
Purpose: Vote
Submitted by:
Related Material: Annual Board Self-Evaluation_FINAL_9.12.2024.pdf

BACKGROUND:

At the August 8, 2024, Board of Directors Study Session, a draft of the Annual Board Self-Evaluation was reviewed. The objective was to consolidate the inputs into a unified Board perspective.

RECOMMENDATION:

It is recommended the Board approve the Annual Board Self-Evaluation as presented for Sage Oak Charter School (#1885), Sage Oak Charter School - Keppel (#1886), and Sage Oak Charter School - South (#2051).



Annual Board of Directors' Self-Evaluation 2023 - 2024

Issue/Concept	Complete	In Progress	Little/No Progress	Not Applicable
A Solid Foundation				
School has a well-drafted charter contract with its sponsoring agencies.	WH MH SH PM SF			
School has well-drafted articles and bylaws.	WH MH SH PM SF			
School's legal and financial status are clear and well understood.	WH MH SH PM SF			
Appropriate liability insurance and risk management practices are maintained at all times.	WH MH SH PM SF			
School has developed a long-term /strategic plan such as a WASC report that is reviewed and revised on an annual basis.	WH MH SH PM SF			
Long-term plans are translated into annual action plans/goals in a document such as the LCAP.	WH MH SH PM SF			
Board Operations/Relations				
Board members understand their legal and ethical responsibilities	WH MH			

(duty of care/loyalty, conflict of interest).	SH PM SF			
New board members are oriented and fully briefed prior to being seated.	SH PM	MH WH		SF
Board is composed of individuals with a broad and appropriate range of expertise and experience. Board seeks outside counsel for matters beyond its expertise.	WH MH SH PM SF			
Board member selection process ensures a board and appropriate range of expertise and experience.	SH SF	PM MH WH		
Board conducts annual self-evaluation.	WH MH SH PM SF			
Meetings are well planned with clear agendas focused on appropriate policy and action items.	WH MH SH PM SF			
Board president is a strong, capable meeting facilitator.	MH SH PM SF	WH		
Board president has developed meeting norms.	MH SH PM SF	WH		
Meetings are conducted pursuant to common ground rules (eg. Robert's Rules) that are well understood by all members.	WH MH SH PM SF			
Individual board members prepare for meetings and participate constructively.	WH MH SH PM SF			
Meeting minutes record each board meeting and are distributed promptly on the school's website after each meeting.	WH MH SH PM SF			

Relationship w/ CEO				
Board develops performance goals and evaluates CEO performance each year.	WH MH SH PM SF			
Board has clear understanding with staff regarding where board responsibility should be to support and maximize the functioning of the schools.	WH SH PM SF MH			
Board has established a plan for succession in the event the CEO leaves/retires.	MH SH SF PM	WH		
Personnel and Staffing				
Board has adopted/approved a comprehensive set of personnel policies that are in line with all applicable state/federal laws & regulations. Policies are updated and an annual review will be conducted.	WH MH SH PM SF			
Clear job descriptions and staffing plans are in place.	WH MH SH PM SF			
Budget and Finance				
Board adopts an annual budget that maximizes the school's resources in support of mission/vision.	WH MH SH PM SF			
Board monitors the budget throughout the year via monthly updates, first interim budget and second interim budget.	WH MH SH PM SF			
Board contracts with an independent auditor each year, reviews the audit report, and takes any needed follow-up action.	WH MH SH PM SF			
Board has adopted a three-year financial plan in coordination with the school's overall three-year plan (WASC, LCAP).	WH MH SH PM			

	SF			
Board has adopted a comprehensive set of fiscal management and control policies.	WH MH SH PM SF			
Instruction, Curriculum, and Assessment				
Board has adopted/approved the school's curriculum and instructional programs.	WH MH SH PM SF			
Board has adopted/approved student achievement goals/standards.	WH MH SH PM SF			
A broad-based assessment system is in place to measure progress toward instructional goals/standards.	WH MH SH PM SF			
The Instructional program is in alignment with the state requirements and terms of charter.	WH MH SH PM SF			
Student assessment data is assembled in a comprehensive, coherent fashion, presented to the board, and reviewed and analyzed in-depth on a regular basis.	WH MH SH PM SF			
School reports on student achievement to charter granting agencies on a regular basis as part of the ongoing oversight and renewal process.	WH MH SH PM SF			

Summary:

The Board values its fiduciary duties and strong collaboration with Sage Oak's staff, prioritizing communication, data-driven decisions, and student achievement. Leadership, organization, and teamwork are the foundation of Sage Oak's positive learning environment and serve as a model for other charter organizations.

The Board emphasized the importance of a comprehensive selection and onboarding process that includes input from the entire Board and the Superintendent/CEO, to ensure alignment with the team's unity of purpose. The Board suggested inviting potential new members to attend a Board

meeting prior to their selection to see how the Board operates. While there is no immediate need for action, the Board is mindful of potential changes and remains open to new candidates who fit well with the existing team chemistry. The key is finding the right candidates who align with Sage Oak's mission, vision, and core values.

After reviewing the current procedures for the Superintendent/CEO succession plan, the Board concluded that the process developed last year, as outlined in the Board Manual, is sufficient, and no further action is needed at this time. However, periodic reviews will be conducted to ensure the plan remains effective.

Coversheet

(Action) Approval of 2024-2027 Sage Oak Charter Schools Strategic Plan

Section: XII. Board Governance
Item: B. (Action) Approval of 2024-2027 Sage Oak Charter Schools Strategic Plan
Purpose:
Submitted by:
Related Material:
2024-2027 Sage Oak Charter Schools Strategic Plan_FINAL_9.12.2024.pdf
2024-2027 Sage Oak Charter Schools Strategic Plan Revisions_9.12.2024.pdf

BACKGROUND:

At the Board of Directors Study Session on August 8, 2024, Superintendent Woodgrift presented an overview of Sage Oak Charter Schools' three-year strategic plan. The plan outlines the focus goals and priorities that align with Sage Oak's core values.

RECOMMENDATION:

It is recommended the Board approve the 2024-2027 Sage Oak Charter Schools Strategic Plan as presented for Sage Oak Charter School (#1885), Sage Oak Charter School - Keppel (#1886), and Sage Oak Charter School - South (#2051).



SAGE OAK STRATEGIC PLAN



**STUDENT
SUCCESS**



ENGAGEMENT



**SMART LEARNING
SYSTEMS**

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Mission

Educating students through a personalized and collaborative learning approach, empowering them to lead purposeful and productive lives.

Vision

Sage Oak students embrace their unique potential and are inspired to positively impact their communities.

Core Values

With students always at the forefront, we are *SAGE*, and we value
Service | Accountability | Growth Mindset | Excellence

- *Service* – We value relationships and understand that we are here to provide a high level of service to our students, parents, community, and one another.
- *Accountability* – We build trust with educational partners by staying compliant with state and federal regulations while operating with integrity and transparency.
- *Growth Mindset* – We focus on working hard, learning continuously, and pushing ourselves to reach new heights. We stay current on best practices, educational trends and strive to offer innovative and engaging opportunities for our students.
- *Excellence* – We strive for a standard of excellence in all that we do. We equip students and staff with the necessary tools, resources, and support to help them achieve their full potential.

Introduction & Process

At Sage Oak Charter Schools, our mission is to educate students through a personalized and collaborative learning approach, empowering them to lead purposeful and productive lives. This three-year strategic plan is a testament to our commitment to putting students at the forefront of everything we do. Rooted in our core values of Service, Accountability, Growth Mindset, and Excellence, this plan outlines our vision for creating an educational environment where every student can thrive. By valuing relationships, maintaining integrity, embracing continuous learning, and striving for excellence, we aim to provide an unparalleled educational experience that prepares our students for the challenges and opportunities of the future.

Our strategic plan is designed to bring this mission to life through three key priorities: enhancing student success, fostering engagement, and developing smart learning systems. We are dedicated to providing personalized learning pathways that integrate career, community, and life skills, ensuring that each student is equipped to achieve their full potential. By fostering a culture of connectedness and professional growth, we will support the well-being and development of our staff, enabling them to deliver the highest level of service to our students and community. Through the innovative use of technology and data-driven strategies, we will create a resilient and efficient educational system that aligns with our mission and values, positioning Sage Oak as a leader in educational excellence and innovation.

The unified strategic plan was developed by incorporating feedback from educational partners, aligning with our LCAP initiatives, and integrating insights from our six-year WASC accreditation. Collaboration with the WASC committee shaped many goals within the plan. Parent Advisory and English Learner Advisory Committees highlighted the importance of experiential learning, strong teacher-student relationships, and support for non-English speakers, leading to strategies focused on college readiness, MTSS enhancement, and continuous staff development. Surveys from parents, students, and teachers emphasized the need for a supportive educational climate and robust curriculum. Regular leadership planning meetings and feedback sessions with the executive team aligned the plan with metrics, prioritizing student achievement. This collaborative approach ensured Sage Oak's strategies and goals reflect the community's needs, demonstrating our commitment to inclusivity and excellence.



PRIORITIES		STRATEGIES	METRICS
STUDENT SUCCESS	<p>To improve academic performance and College and Career Readiness for all students, we will implement comprehensive, grade-appropriate College and Career Readiness programs. This initiative will cultivate the confidence, skills, and spirit of innovation necessary for each student to confidently navigate their unique paths, enabling them to make a meaningful impact in their communities and the world. (Reworded to integrate academic performance with college and career readiness - LCAP required)</p> <p>CPSELs: 1, 2, 4, 5, 6, 7, 8</p>	<p>a. Integrate career, community, and life skills into comprehensive K-12 pathways.</p> <p>b. Refine a personalized, data-informed multi-tiered system of support for all students..</p> <p>c. Improve math proficiency for students with disabilities (SWD) by increasing the percentage of students with disabilities participating in math interventions (NEW-LCAP required due to SWD in Sage Oak being in the red)</p> <p>d. Increase the percentage of students making progress toward proficiency as measured by the state language proficiency assessment and increase English learner reclassification rate by increasing synchronous instruction access. (NEW-LCAP required due to over having 30 EL students- new requirement for any school who has over 30)</p> <p>e. Create a unified, data-informed articulation process that smoothly transitions students through each grade band while integrating critical feedback from graduates. (NEW-WASC driven)</p>	<ul style="list-style-type: none">• % Students completing A-G pathways and CTE pathways• % Students achieving a score of 3 or higher on AP exams• College Career Preparedness (College Career Indicator %)• % Students graduated• Maintenance of low middle school dropout rates• Maintenance of low high school dropout rates• Expansion of K-8 live synchronous instruction courses aligned with CTE pathways• State and local math and reading scores• Student/parent belief in access to instructional resources necessary to align with state standard education• % Students receiving interventions who demonstrate growth equivalent to one year or more in English Language Arts and Mathematics• % Students with disabilities participating in math intervention programs• % Teachers feeling equipped to transition their students to the next grade level band• % English learners making progress toward English proficiency• % English learners' participation in ELD and/or core synchronous instruction courses

<p>ENGAGEMENT</p>	<p>In order to enhance student, parent, and staff engagement, we will establish an environment that fosters connectedness and professional growth. (Reworded to include students and parents - LCAP required)</p> <p>CPSELs: 1, 2, 3, 4, 5, 6, 7</p>	<ol style="list-style-type: none"> Increase opportunities for parents and students to connect with each other and with school leadership, fostering a sense of community and alignment with the school's mission and vision. (NEW-WASC driven) Develop purposeful pathways for growth and opportunities for professional development. Increase professional development for live instruction. (NEW-WASC driven) Develop a system to increase access and consistency for social and emotional resources and interventions. (NEW-WASC driven) 	<ul style="list-style-type: none"> Student/parent/staff satisfaction survey results related to community engagement, connectedness, and confidence in job performance % Credentialed teachers % School attendance rates % Chronic absenteeism % Suspension and/or expulsion rates Student/staff retention rate Pathway for advancement participation rates Increased number of professional development opportunities for all staff with a focus on live instruction % Student/parent/staff that feel informed about the social and emotional resources provided by Sage Oak Increased number of synchronous support groups and/or counselor-led groups
<p>SMART LEARNING SYSTEMS</p>	<p>Leverage technologies, specifically Artificial Intelligence (AI), to enhance data-driven decision-making, automate routine operational processes, and provide personalized learning pathways for students, thereby establishing scalable systems that ensure long-term sustainability, promote academic growth, and increase operational efficiency. (Reworded to include AI and student focus)</p> <p>CPSELs: 1, 2, 3, 4, 5, 6, 7, 9</p>	<ol style="list-style-type: none"> Evaluate, integrate, and optimize technology to streamline and automate operational processes and procedures. Implement AI-driven personalized learning strategies to maximize student learning 	<ul style="list-style-type: none"> Staff-to-student ratio Staff satisfaction survey results: improvements in work efficiency and satisfaction, and increased confidence in using AI tools to improve learning outcomes

Action Steps

Priority/Goal #1: STUDENT SUCCESS

To improve academic performance and College and Career Readiness for all students, we will implement comprehensive, grade-appropriate College and Career Readiness programs. This initiative will cultivate the confidence, skills, and spirit of innovation necessary for each student to confidently navigate their unique paths, enabling them to make a meaningful impact in their communities and the world.

Strategy A: Integrate career, community, and life skills into comprehensive K-12 pathways

Strategy B: Refine a personalized, data-informed multi-tiered system of support for all students

Strategy C: Improve math proficiency for students with disabilities by increasing their participation in synchronous math interventions.

Strategy D: Create a unified, data-informed articulation process that smoothly transitions students through each grade band while integrating critical feedback from graduates.

Strategy E: Increase the percentage of students making progress toward proficiency as measured by the state language proficiency assessment and increase English learner reclassification rate by increasing synchronous instruction access.



Goal 1: Student Success

2023-24	2024-25	2025-26	2026-27
<p><u>K-12 College Career Pathways</u> Add new Oakschool classes that will support the building of future pathways; Add two art teachers to begin building the art pathway</p>	<p><u>K-12 College Career Exploration</u> Increase the number of Oakschool classes that align with the California industry sectors and communicate this alignment to teachers, parents and students</p>	<p><u>K-12 College Career Exploration</u> Continue to increase the number of Oakschool classes that align with the California industry sectors. Consider prioritizing increasing the number of middle school classes that align with our Sage Oak Career Technical Education (CTE) pathways that show a high level of student interest. Continue to communicate the alignment to teachers, parents, and students.</p>	<p><u>K-12 College Career Exploration</u> Continue to increase the number of Oakschool classes that align with the California industry sectors. Consider prioritizing increasing the number of middle school classes that align with our Sage Oak Career Technical Education (CTE) pathways that show a high level of student interest. Continue to communicate the alignment to teachers, parents, and students.</p>
	<p><u>College-Career Exploration (Leadership)</u> Equip the leadership team with knowledge and tools to understand students' interests, personalities, strengths, and work values. This understanding will enable leadership to support teachers in guiding students toward suitable career paths effectively.</p> <p>Continue to add Oakschool classes/school opportunities related to college-career exploration</p>	<p><u>College-Career Exploration (Teachers/Students)</u> Implement a college and career curriculum, such as Pathful, and utilize tools that help both students and teachers understand students' interests, personalities, strengths, and work values. This will assist in identifying suitable career options and will empower students and powers to make informed choices. Integrate interest inventories into high school college, career, and CTE courses. Additionally, administer College & Career Interest Inventories to Virtual Academy middle school students to foster early career awareness and planning.</p> <p>Continue to add Oakschool career exploration classes.</p>	<p><u>College-Career Exploration (Parents)</u> Refine the approach to improve and develop a comprehensive college/career curriculum by utilizing tools for students to understand their interests, personalities, strengths, and work values. Focus on helping students and parents grow in their confidence to support students in using their self-identified strengths, interests, and values to navigate various stages of the child's development. Emphasize the importance of making strong, self-directed choices that align with personal satisfaction and career congruence, as alignment between life satisfaction and career choice is crucial.</p> <p>Continue to add Oakschool career exploration classes.</p>

<u>College, Career & Service Field Trips</u> Increase the number of field trips that align with goal; Add two art teachers to add art field trips	<u>College, Career & Service Field Trips</u> Integrate college/career field trips aligned with each CTE pathway from middle school through high school	<u>College, Career & Service Field Trips</u> Integrate college/career field trips aligned with each CTE pathway from elementary school through high school	<u>College, Career & Service Field Trips</u> Fully integrated college/career field trips from elementary through high school that align with established pathways
<u>College, Career & Service Podcasts</u> Increase the number of podcasts that align with goal	<u>College, Career & Service Podcasts</u> Maintain the number of podcasts that align with goal	<u>College, Career & Service Podcasts</u> Maintain the number of podcasts that align with goal	<u>College, Career & Service Podcasts</u> Maintain the number of podcasts that align with goal
<u>High School CTE Pathways</u> Add Sports Medicine CTE Pathway; Further develop Child Development Pathway; Add computer science classes as building blocks for future Computer Science CTE pathway	<u>High School CTE Pathways</u> Add Computer Science CTE Pathway	<u>High School CTE Pathways</u> Add AI as a pathway within the Computer Science CTE Pathway	<u>High School CTE Pathways</u> Evaluate whether there is a need for additional pathways or if the priority should be in growing the quality of existing pathways
<u>High School Student Course Supports</u> Add a full time high school counselor focusing on college and career readiness to provide additional support beyond the students' Education Advisor In the student information system, align the course titles to ensure students are taking the right courses to reach college and career preparedness	<u>High School Student Course Supports</u> Transfer responsibility of course assignments to the counselor (from the Education Advisors) so that we can continue to increase the alignment of courses with CCI alignment	<u>High School Student Course Supports</u> Add a second high school counselor; increase caseload of EAs to fund if needed	
<u>AVID</u> Implement Phase 2 in Virtual Learning Academy and high school	<u>AVID</u> High School: Full AVID 9 elective implementation in high school as well as completing AVID certification for high school Virtual Learning Academy: Broaden college and career initiative with AVID, utilizing Pathful at the middle school level, completing StrengthsFinder surveys for all grade levels, and expanding college tour	<u>AVID</u> High School: Establish an AVID 10 elective Middle School: Establish an elective for 8th grade students focused on AVID strategies Personalized Learning Academy: Integrate AVID principles by equipping teachers and/or through Oakschool classes and parent training	<u>AVID</u> High School: Establish an AVID 11 elective Middle School: Establish an elective for 7th grade students focused on AVID strategies Personalized Learning Academy: Further integrate AVID principles by equipping teachers and/or through Oakschool classes and parent training

	opportunities for middle school students. Enhance writing instruction by using a writing curriculum, professional development for teachers and systematic assessments		
<u>Intervention</u> Add math intervention program to existing reading intervention program; Add math intervention teacher; Add yearlong math Oakschool courses	<u>Intervention</u> Prioritize additional math and English Language Arts intervention teachers in the budget. Develop and train new Reading Specialists and Math Intervention teachers using evidence based practices	<u>Intervention</u> Prioritize additional math and English Language Arts intervention teachers in the budget. Implement new intensive math classes for 4th and 5th grade students. Implement a new math curriculum in elementary intervention classes, and small groups math support for K-3rd grades.	<u>Intervention</u> Prioritize additional math and English Language Arts intervention teachers in the budget
<u>Increase Direct Instruction for Students in Math</u> Develop a plan for increasing direct instruction for students in math which might include incentivizing math Oakschool classes through curriculum/class at no cost to IFs; requiring students below grade level to take a live math class; hiring dedicated math teachers who do not have a caseload of students in order to increase the number of math classes we can provide.	<u>Increase Direct Instruction for Students in Math</u> Implement the plan determined in Year 1: Expand live Oakschool math class offerings to 4th – 8th grades with no-cost to instructional funds to encourage full-year enrollment. Pilot a specialized power standard math class for TK/K and 6th grade students. Virtual Learning Academy and Oakschool: Identify the math power standards which will be used to improve instruction and student support	<u>Increase Direct Instruction for Students in Math</u> Analyze the effectiveness of the previous year's plan to refine the plan as needed to maximize student success Oakschool: Prioritize teaching the power standards to maximize student success Virtual Learning Academy: Integrate power standards along with MasteryConnect assessments to increase student math achievement in math.	<u>Increase Direct Instruction for Students in Math</u> Evaluate newly implemented plan, adjust as needed, maintain plan where successful for ongoing years Oakschool: Continue to prioritize teaching the power standards to maximize student success Virtual Learning Academy: Continue to refine the integration of power standards along with MasteryConnect assessments to increase student achievement in math in the Virtual Learning Academy.
<u>Reduce Number of Students Using Below Grade Level Curriculum</u> Require teachers to meet with their	<u>Reduce Number of Students Using Below Grade Level Curriculum</u> Revisit and refine the plan. Consider	<u>Reduce Number of Students Using Below Grade Level Curriculum</u> Reevaluate the effectiveness of the 24/25	<u>Reduce Number of Students Using Below Grade Level Curriculum</u> Fully implement the plan_for reducing the

regional mentor for discussion and approval for all general education students who are using curriculum below grade level; Track number of students using below grade level curriculum	<p>requiring specific curriculum for special education students to ensure grade level exposure with built in scaffolding</p> <p>Continue to discuss with the regional mentor for approval for all curriculum below grade level. Consider collaborating with the curriculum coordinator on this task</p> <p>The regional mentor will consult with the assigned program specialist regarding students using curriculum more than two grade levels below</p>	plan to identify areas of success and those needing improvement, in order to refine the strategy for 25/26.	number of students using below grade level curriculum, ensuring appropriate grade level exposure with necessary scaffolding for special education students
<u>Multilingual/English Learner Support</u> Add designated English Language Development teacher and classes; Add K-2 early literacy class	<u>Multilingual/English Learner Support</u> Add additional teachers/classes, as needed based on enrollment. <p>Support multilingual student access to synchronous instruction by implementing an equity tracker to monitor participation in school wide virtual classes.</p> <p>Provide professional development for all teachers relating to ELPAC testing and understanding the multilingual student.</p>	<u>Multilingual/English Learner Support</u> Add additional teachers/classes, as needed based on enrollment. <p>Support multilingual student access to synchronous instruction by monitoring the equity tracker to ensure participation in schoolwide virtual classes.</p> <p>Continue professional development for all teachers relating to ELPAC testing and understanding the multilingual student.</p> <p>Add parent webinar and training on ELPAC and ELD instruction.</p>	<u>Multilingual/English Learner Support</u> Add additional teachers/classes, as needed based on enrollment. Support multilingual student access to synchronous instruction by monitoring the equity tracker to ensure participation in schoolwide virtual classes. Continue providing teacher training.
<u>High School Special Education</u> Add two co-taught high school essentials English classes; Add co-taught Algebra and Pre-Algebra classes	<u>High School Special Education</u> Hire teacher(s) with credential/training who are qualified to teach the co-taught classes	<u>High School Special Education</u> Continue to recruit and hire teacher(s) with credential/training who are qualified to teach the co-taught classes.	<u>High School Special Education</u> Revisit and refine the plan based on programmatic needs.

Research what credentials and/or training can cover high school special education core curriculum/classes			
<u>Moderate/Severe Student Needs</u> Add TeachTown as a core curriculum for our moderate/severe students	<u>Moderate/Severe Student Needs</u> Research moderate/severe programs of other similar schools to consider other ways to serve these students Increase collaboration between case manager and parent by creating a parent resource guide and adding regular consultations with the parent to discuss student needs	<u>Moderate/Severe Student Needs</u> Provide ongoing TeachTown training to general education teachers and provide office hours to the general education teachers Maintain collaboration between case manager and parent by creating a parent resource guide and adding regular consultations with the parent to discuss student needs	<u>Moderate/Severe Student Needs</u> Explore additional available components of TeachTown curriculum
	<u>Students with Disabilities</u> Monitor % Students with disabilities participating in math interventions Research evidence-based math practices to use during SAI sessions Mild/Moderate teachers will attend professional development regarding evidence-based math practices	<u>Students with Disabilities</u> Implement math evidence-based practices during service sessions Monitor student progress on school-wide assessments	<u>Students with Disabilities</u> Continue to monitor student progress

<p><u>Advanced Learner Programs (ALPs)</u> Oakschool: Add additional advanced learner classes;</p> <p>Field Trips: Add advanced learner field trips</p>	<p><u>Program for Advanced and Gifted Education (PAGE)</u> Add PAGE coordinator full time position</p> <p>Oakschool: Improve and increase classes and program offerings.</p> <p>Refine and improve PAGE identification process.</p>	<p><u>Program for Advanced and Gifted Education (PAGE)</u> Increase the number of students evaluated for PAGE. Improve middle school PAGE offerings.</p> <p>Oakschool: Add a middle school PAGE class.</p> <p>Add middle school honors courses; ensure staffing plan increases number of PLT+ teachers in order to do so</p> <p>Establish and implement project-based learning supplemental assignments for PAGE students.</p>	<p><u>Program for Advanced and Gifted Education (PAGE)</u> Continue to evaluate and improve the fully integrated program</p>
	<p><u>Socials</u> Host schoolwide career fair socials and expand the high school presence to an additional location</p>	<p><u>Socials</u> Expand the high school presence to include all locations and include a showcase of different colleges.</p>	<p><u>Socials</u> Continue to expand career fair socials and the showcase of different colleges</p>
	<p><u>Middle School Program Expansion</u> Add a middle school coordinator full-time position; the middle school coordinator will be involved in professional learning communities, informal observations, and tailored professional development.</p> <p>Increase community-building through student hangouts, school offered parent support, increase support for special education students who are transitioning from middle school to Sage Oak's high school program</p>	<p><u>Middle School Program Expansion</u> Consider adding a middle school assistant principal if enrollment numbers support the need</p> <p>Implement professional development for middle school teachers focused on preparing middle school students for high school, emphasizing academic and social-emotional growth.</p> <p>Introduce middle school-specific activities and opportunities for interaction with high school students.</p>	<p><u>Middle School Program Expansion</u> Continue to evaluate and improve the middle school program</p>

	Develop strategic plan to transition the middle school from elementary to secondary in the 2025-26 school year including things such as creating middle school only	Implement webinars for advanced/gifted middle school students	
	<p><u>Data-Informed Articulation Process</u> Collaborate to develop a comprehensive plan to create a unified, data-informed articulation process that smoothly transitions students through each grade band while integrating critical feedback from graduates.</p> <p>Improve the 8th grade to high school transition process by including a special course for 8th graders and adding office hours with the middle school coordinator.</p> <p>Develop a cohesive plan to connect with our graduates and gather valuable data on their post-graduation experiences. Focus on understanding how the Sage Oak program supported them and identify areas for improvement. Use this data to drive program improvements.</p>	<p><u>Data-Informed Articulation Process</u> Execute the plan developed in year one of this strategy/action item.</p> <p>Continue reaching out to graduates and utilizing the information gathered to refine our programs.</p>	<p><u>Data-Informed Articulation Process</u> Execute the plan developed in the first year of this strategy/action item by consistently implementing and monitoring progress through the continuous cycle of improvement. This involves regularly assessing outcomes, identifying areas for enhancement, and making necessary adjustments to ensure ongoing effectiveness and alignment with strategic goals.</p> <p>Continue reaching out to graduates and utilizing the information gathered to refine our programs.</p>

Action Steps

Priority/Goal #2: ENGAGEMENT

In order to enhance student, parent, and staff engagement, we will establish an environment that fosters connectedness and professional growth.

Strategy A: Increase opportunities for parents and students to connect with each other and with school leadership, fostering a sense of community and alignment with the school's mission and vision.

Strategy B: Develop purposeful pathways for growth and opportunities for professional development.

Strategy C: Increase professional development for live instruction.

Strategy D: Develop a system to increase access and consistency for social and emotional resources and interventions.



Goal 2: Engagement

2023-24	2024-25	2025-26	2026-27
	<u>Leadership Academy</u> Develop and execute a leadership academy for leaders new to Sage Oak	<u>Leadership Academy</u> Expand academy to aspiring leaders	<u>Leadership Academy</u> Refine and improve the academy
<u>Teacher and Leadership Induction</u> Continue partnership under an MOU with Riverside County Office of Education for teacher induction; Continue providing an internal coach for staff with preliminary administrative credentials	<u>Teacher and Leadership Induction</u> Research what it would take to develop an internal teacher induction program	<u>Teacher and Leadership Induction</u> Possible implementation of an internal teacher induction program	<u>Teacher and Leadership Induction</u> Possible implementation of an internal teacher induction program
	<u>Work Anniversary Program</u> Develop a work anniversary program, honoring the longevity of staff serving Sage Oak, such as 1 Year, 5 Year, 10 Year. Survey staff on how to celebrate longevity through the work anniversary program.	<u>Work Anniversary Program</u> Implement appropriate staff ideas from previous year	<u>Work Anniversary Program</u> Maintain the work anniversary program
<u>Wellness Initiative</u> Provide walking Pads for staff that work on their computers throughout the day and at the Redlands office	<u>Wellness Initiative</u> Implement a wellness stipend for all staff through a Flexible Spending Account. Survey staff on how to promote wellness and utilize health provider wellness stipend(s).	<u>Wellness Initiative</u> Continue to survey staff on how to promote wellness and utilize health provider wellness stipend(s) and prepare the wellness offerings for 2026/27.	<u>Wellness Initiative</u> Continue to survey staff on how to promote wellness and utilize health provider wellness stipend(s) and prepare the wellness offerings for 2027/28.

	<u>Professional Development – Live Instruction</u> Implement evidence-based professional development for synchronous instructors; topics will be determined based on student needs as well as teacher feedback	<u>Professional Development – Live Instruction</u> Consider increasing the number of evidence-based professional opportunities for synchronous instructors; Based on the data from year 1, consider building a full pathway of professional development for synchronous instructors	<u>Professional Development – Live Instruction</u> Possibly implement a full pathway of professional development for synchronous instructors
<u>Counseling Services</u> Align the work of our school counselors with the goal; send counselors to training on the role of the school counselor	<u>Counseling Services:</u> Increase Oakschool counseling classes offered. Increase opportunities for parent/ guardian notification of counseling programs through parent information webinars and counselor newsletters.	<u>Counseling Services:</u> Prioritize additional counselors in the budget. Continue parent/ guardian outreach through the website, newsletters and parent webinars.	
<u>Authorizer Relationships</u> Visit each authorizer’s board meeting 7-10 times per year to provide Sage Oak updates and to learn more about what the authorizer is doing, maintain a positive partnership with each authorizer. Send authorizer superintendents birthday and holiday cards Invite authorizer superintendents to be celebrated on our podcast	<u>Authorizer Relationships</u> Visit each authorizer board meeting 4-6 times during the school year. Continue to send cards. Continue attempts to invite authorizing superintendents to join our podcast. Visit each authorizing superintendent twice during the school year preferably in an informal setting.	<u>Authorizer Relationships</u> Maintain plan	<u>Authorizer Relationships</u> Maintain plan

<p><u>Advocacy/Charter Development</u> Present at various professional association conferences</p> <p>Active involvement in political advocacy opportunities at local and state level</p> <p>Develop relationships with local and state legislative officials; invite them to Sage Oak events</p> <p>Develop relationships with the San Bernardino County Office of Education and Riverside Office of Education; Attend those county office board meetings</p>	<p><u>Advocacy/Charter Development</u> Submit proposals to present at APlus and CSDC.</p> <p>Maintain existing relationships with local government officials, especially for the end-of-year celebrations and awards.</p> <p>Continue to develop the relationship that's begun with the Riverside County of Education with the goal of a county-wide charter petition.</p> <p>Continue to look for opportunities for expansion.</p> <p>Continue to hold biannual meetings with representatives from CCSA. The goal is to get a seat at the council table to represent schools like ours.</p>	<p><u>Advocacy/Charter Development</u> Maintain plan</p>	<p><u>Advocacy/Charter Development</u> Maintain Plan</p>
	<p><u>Parent Engagement</u> Leverage events, such as socials and hangouts, to intentionally create spaces where parents and students can engage with one another and school leadership</p>	<p><u>Parent Engagement</u> Leverage events, such as socials and hangouts, to intentionally create spaces where parents and student can engage with one another and school leadership</p>	<p><u>Parent Engagement</u> Leverage events, such as socials and hangouts, to intentionally create spaces where parents can engage with one another and school leadership</p>

Action Steps

Priority/Goal #3: SMART LEARNING SYSTEMS

Leverage technologies, specifically Artificial Intelligence, to enhance data-driven decision-making, automate routine operational processes, and provide personalized learning pathways for students, thereby establishing scalable systems that ensure long-term sustainability, promote academic growth, and increase operational efficiency.

Strategy A: Evaluate, integrate, and optimize technology to streamline and automate operational processes and procedures.

Strategy B: Implement AI-driven personalized learning strategies to maximize student learning.



Goal 3: Smart Learning Systems

2023-24	2024-25	2025-26	2026-27
<u>Evaluation/integration team</u> Build a technical team consisting of designated members from the IT Department	<u>Evaluation/integration team</u> Introduce quarterly review meetings to assess progress, challenges, and future steps. Develop a new job description for an individual who will maintain integrations, the user portal, custom tools, and data lake developments once they are launched	<u>Evaluation/integration team</u> Maintain quarterly review meetings to assess progress, challenges, and future steps.	<u>Evaluation/integration team</u> Maintain quarterly review meetings to assess progress, challenges, and future steps.
<u>Systems audit</u> Interview all Sage Oak departments to understand school-wide systems Gain administrative access to all systems Understand what information flow exists for each system, identifying dependent and independent data Understand what work is being done on each system and how is it completed and documented Understand the reason systems are not fully used	<u>Systems audit</u> Ensure effective cross-platform communication, enabling different systems to interact seamlessly to fill in gaps discovered by the audit Identify all data bridges between platforms Evaluate reducing systems used Train staff on elements of systems underutilized	<u>Systems audit</u> Establish subject matter experts from each department to act as the support person for department tools and the Sage Oak user portal. These experts will serve as the first point of contact for support, ensuring ownership and accountability for maintaining updated information and ensuring systems run efficiently.	<u>Systems audit</u> Implement advanced data analytics tools and develop dynamic dashboards to monitor and optimize system performance, track system utilization, and identify potential areas for further improvements. Schedule periodic training workshops to update staff on the latest system functionalities and best practices.
<u>Projects integration and/or optimization</u> Investigate the fiscal efficiency of systems Create user buy-in for any proposed integration and/or optimization	<u>Centralized Management System with Data Lake Integration</u> Develop and deploy a centralized management system (user portal) that provides a single dashboard linking documents and applications based on	<u>Centralized Management System with Data Lake Integration</u> Leverage the central management system to include more content with an emphasis on user acceptance and adoption:	<u>Centralized Management System with Data Lake Integration</u> Leverage the central management system to include more content with an emphasis on user acceptance and adoption:

Propose to the Director team a list of potential integration and/or optimization projects and set priorities	users' roles and departments. The dashboard will include organization-wide links to systems and applications, serving as a document hub with access to school-wide and departmental manuals and resources.	<ul style="list-style-type: none"> • Solicit user feedback. • Enhance the user portal based on user feedback. • Evaluate and update shortcuts based on departmental needs. • Roll out training to address gaps in user knowledge. • Expand Sage Oak data lake to include additional integrations. 	<ul style="list-style-type: none"> • Solicit user feedback. • Enhance the user portal based on user feedback. • Evaluate and update shortcuts based on departmental needs. • Roll out training to address gaps in user knowledge. • Expand Sage Oak data lake to include additional integrations.
	<p><u>Custom Tool Development</u></p> <p>Design various data integration tools to increase staff efficiency and support data-driven decision-making, accessed through the centralized management system:</p> <ul style="list-style-type: none"> • Student information portal • Teacher-student rostering assistance tool • Special education assessment management system (AMS) • Internal OPS purchase order (PO) data interchange • Budget-to-actual system • Secondary course alias search tool • CalSTRS reporting automation • Community provider (CP) parent and student rating and review page, similar to Yelp <p>Develop a plan for the future development of various tools:</p> <ul style="list-style-type: none"> • Inventory integration/virtual library • Custom purchasing system to realize savings versus our existing annual subscription, integrating with a virtual library tool. 	<p><u>Custom tool development</u></p> <p>Design various data integration tools to increase staff efficiency and support data-driven decision-making, accessed through the centralized management system:</p> <ul style="list-style-type: none"> • Integrate an online lending library, department inventories, purchasing, and help desk inventories • Create a custom purchasing system to realize savings compared to our existing annual subscription • Launch a process to identify additional tool development opportunities and improve previously designed custom tools based on user feedback <p>Develop a plan for future development of a Virtual Library to be deployed in 2026-2027.</p>	<p><u>Custom tool development</u></p> <p>Design various data integration tools based on the analysis from the previous year.</p> <p>Improve user interfaces within each custom tool based on user feedback</p> <p>Continue the process to identify additional tool development for future years</p>

<p><u>System and Process Documentation</u> Collect existing system and process documentation links</p> <p>Create and propose a standardized systems and document hub</p> <p>Establish organization-wide templates and processes to promote consistent operations across all departments, proposing standardized Standard Operating Procedures (SOP) template to use school-wide</p> <p>Explore the development of a Sage Oak ChatGPT, an AI-powered chatbot or virtual assistant, to provide teachers and staff with easy access to information and support.</p> <p>Define the scope and functionalities of the ChatGPT to address common inquiries, provide resources, and assist with system-related tasks.</p> <p>Collaborate with technology experts or vendors to develop and implement the Sage Oak ChatGPT effectively.</p> <p>Revisit the "where to go for support" chart and establish subject-matter experts</p>	<p><u>System and Process Documentation</u> Migrate system and process, including department manuals, to a common hub using organization-wide common templates</p> <p>Define clear access permissions for staff members and provide necessary training for each system.</p> <p>Create and propose a standardized systems and document hub</p> <p>Establish organization-wide templates and processes to promote consistent operations across all departments, proposing standardized Standard Operating Procedures (SOP) templates to use school-wide</p>	<p><u>System and Process Documentation</u> Monitor advancements in AI and documentation technology to identify potential upgrades for the Sage Oak ChatGPT and the documentation hub.</p> <p>Develop a roadmap for future enhancements, upgrades, and integrations, ensuring the systems remain cutting-edge and serve the evolving needs of the school</p> <p>Standardize the process for regular updates to documentation, ensuring it remains current and reflective of best practices.</p>	<p><u>System and Process Documentation</u> Integrate AI-powered documentation tools to streamline the creation and maintenance of system and process documentation.</p> <p>Roll out an enhanced version of the Sage Oak ChatGPT with expanded functionalities based on user feedback.</p>
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<p><u>AI Program for Students</u> Researching what AI curriculum/schools are out there; build a guiding team/committee</p>	<p><u>AI Program for Students</u> Develop an AI curriculum tailored to the needs of our students. Determine whether to integrate existing AI educational resources, develop our own curriculum, or collaborate with external educational organizations</p> <p>Utilizing the MagicStudent Platform in live synchronous instruction in order to provide a rich learning experience for our students and a streamlined approach to AI for our teachers.</p>	<p><u>AI Program for Students</u> Implement the AI curriculum across selected virtual pilot classes, gathering feedback from students and educators to refine the program.</p> <p>Establish a dedicated AI lab equipped with cutting-edge technology to facilitate hands-on learning experiences.</p> <p>Introduce foundational AI concepts across various subjects and grade levels to enhance students' understanding and interest in artificial intelligence, preparing them for advanced study and future career opportunities in technology.</p>	<p><u>AI Program for Students</u> Form partnerships with universities and tech companies to provide students with real-world AI application opportunities and mentorship programs.</p> <p>Create and implement standards-based AI courses that foster innovation, critical thinking, and problem-solving skills, preparing students for future careers in technology and artificial intelligence.</p> <p>Implement and optimize AI tools to provide customized educational pathways for students, ensuring scalability and long-term sustainability.</p>
	<p><u>SageOak.Ai</u> Expand the capabilities of the SageOak.Ai portal and the Sage Oak custom chatbots:</p> <ul style="list-style-type: none">● Integrate advanced functionalities for more comprehensive support and feedback● Tailor the ChatBots for different departments● Partner with AI technology experts to expand upon the AI tools used at Sage Oak	<p><u>SageOak.Ai</u> Continue development of SageOak.Ai</p>	<p><u>SageOak.Ai</u> Continue development of SageOak.Ai</p>

Conclusion

In conclusion, Sage Oak's three-year strategic plan highlights our commitment to personalized and collaborative education, aiming to empower every student to lead a purposeful and productive life. By prioritizing student success, fostering engagement, and implementing smart learning systems, we are dedicated to creating an environment where both students and staff can excel. Our strategies integrate career and life skills, support professional development, and leverage technology to enhance learning outcomes. As we move forward, we remain true to our core values of Service, Accountability, Growth Mindset, and Excellence, striving to offer the best educational experience and preparing our students to make meaningful contributions to their communities and the world.



2024-2027 Sage Oak Charter Schools Strategic Plan Revisions

Goal 1: Student Success

2024-25	2025-26	2026-27
<p><u>K-12 College Career Exploration Pathways</u> Develop clear and cohesive pathways from middle school through high school for Art, Child Development, Sports Medicine, and Computer Science</p> <p>Increase the number of Oakschool classes that align with the California industry sectors and communicate this alignment to teachers, parents and students</p>	<p><u>K-12 College Career Exploration Pathways</u> Develop clear and cohesive pathways from elementary through high school for Art, Child Development, Sports Medicine, and Computer Science</p> <p>Continue to increase the number of Oakschool classes that align with the California industry sectors. Consider prioritizing increasing the number of middle school classes that align with our Sage Oak Career Technical Education (CTE) pathways that show a high level of student interest. Continue to communicate the alignment to teachers, parents, and students.</p>	<p><u>K-12 College Career Exploration Pathways</u> Fully developed and cohesive pathways from elementary through high school in Art, Child Development, Sports Medicine, and Computer Science.</p> <p>Continue to increase the number of Oakschool classes that align with the California industry sectors. Consider prioritizing increasing the number of middle school classes that align with our Sage Oak Career Technical Education (CTE) pathways that show a high level of student interest. Continue to communicate the alignment to teachers, parents, and students.</p>

Goal 2: Engagement

2024-25	2025-26	2026-27
<p><u>Staff Retention and Satisfaction</u> Use previous year data to set a goal specific to the needs of their department, with a focus on staff retention and satisfaction.</p>	<p><u>Staff Retention and Satisfaction</u> Use previous year data to set a goal specific to the needs of their department, with a focus on staff retention and satisfaction.</p>	<p><u>Staff Retention and Satisfaction</u> Use previous year data to set a goal specific to the needs of their department, with a focus on staff retention and satisfaction.</p>
<p><u>Authorizer Relationships</u> Visit each authorizer board meeting 4-6 no less than six times during the school year.</p> <p>Continue to send cards.</p> <p>Continue attempts to invite authorizing superintendents to join our podcast.</p> <p>Visit each authorizing superintendent twice during the school year preferably in an informal setting.</p>	<p><u>Authorizer Relationships</u> Maintain plan</p>	<p><u>Authorizer Relationships</u> Maintain plan</p>

Coversheet

(Action) Approval of Sage Oak Charter Schools Unaudited Actuals Financial Report 2023-2024

Section: XIII. Business Services
Item: A. (Action) Approval of Sage Oak Charter Schools Unaudited Actuals
Financial Report 2023-2024
Purpose: Vote
Submitted by:
Related Material:
Sage Oak Charter Schools Unaudited Actuals Financial Report 2023-2024_9.12.2024.pdf
Sage Oak Charter Schools Unaudited Actuals 2023-2024 Presentation_9.12.2024.pdf



Sage Oak Charter Schools Unaudited Actuals 2023-24



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Introduction & General Comments

Sage Oak Charter Schools presents this report for the governing board's consideration. Per Education Code Section 42100, all schools must report unaudited financial data to the California Department of Education (CDE). The following pages provide the 2023-24 consolidated and individual schools' unaudited financials

A detailed statement of activities, or Profit and Loss (P&L), provides account-level details for the Unaudited Actuals through June 30, 2024, alongside the 2023-24 Estimated Actuals. Sage Oak Charter Schools generated \$58.4 million in total revenue and incurred \$52.9 million in total expenses, resulting in an operating surplus of approximately \$5.5 million for the 2023-24 fiscal year.

The combined net revenue for 2023-24 brings the total fund balance to \$24.4 million as of June 30, 2024, representing 46.3% of the year's expenditures. This reserve level is considered sufficient to sustain operations and protect against potential economic shocks.





Unaudited Actuals 2023-24

Summary

Sage Oak Charter Schools - Consolidated

Consolidated P&L as of 06/30/2024

	Estimated Actual	Unaudited Actual	\$ Change	% Change
Revenue				
LCFF Revenue				
Total LCFF Revenues	49,510,116	49,116,628	(393,488)	(0.8) %
Total Federal Revenue	2,897,118	2,971,283	74,165	2.6 %
Total Other State Revenue	5,694,320	5,725,109	30,788	0.5 %
Total Local Revenue	397,072	567,578	170,506	42.9 %
Total Revenue	58,498,626	58,380,597	(118,029)	(0.2) %
Expenditures				
Total 1000-1999 Certificated Salaries	22,004,737	22,677,363	672,626	3.1 %
Total 2000-2999 Classified Salaries	6,186,463	5,103,878	(1,082,584)	(17.5) %
Total 3100-3999 Employee Benefits	9,560,188	9,515,106	(45,082)	(0.5) %
Total 4100-4799 Books, Materials, & Supplies	6,153,309	5,563,488	(589,821)	(9.6) %
Total 5100-5999 Services & Other Operating Expenditures	9,355,397	9,887,588	532,192	5.7 %
Total 6100-6999 Capital Outlay	157,827	134,362	(23,465)	(14.9) %
Total 7100-7499 Other Outgo	1,002	1,002	0	0.0 %
Total Expenditures	53,418,923	52,882,788	(536,134)	(1.0) %
Operating Income/(Loss)	5,079,703	5,497,809	418,106	8.2 %
Net Assets				
Net Assets				
9791 - Beginning Fund Balance	18,312,770	18,294,685	(18,085)	(0.1) %
9793 - Audit Adjustments	648,140	666,225	18,085	2.8 %
Total Net Assets	18,960,910	18,960,910	0	0.0 %
Change In Net Assets	5,079,703	5,497,809	418,106	8.2 %
Total Net Assets	24,040,613	24,458,719	418,106	1.7 %
Reserve as a % of expenditure	45.00%	46.25%	1.25%	



Unaudited Actuals 2023-24

Detail & Comparison with Estimated Actuals

Sage Oak Charter Schools - Consolidated

Consolidated P&L as of 06/30/2024	Estimated Actual	Unaudited Actual	\$ Change	% Change	Notes
Revenue					
LCFF Revenue					
8011 - LCFF General Entitlement	47,097,712	46,553,956	(543,756)	(1.2) %	
8012 - EPA Entitlement	836,653	827,804	(8,849)	(1.1) %	
8019 - Prior Year Unrestricted Revenue	(52,771)	(95,459)	(42,688)	80.9 %	
8096 - In-Lieu-Of Property Taxes	1,628,522	1,636,904	8,382	0.5 %	
8097 - In-Lieu Property Taxes Prior Year	0	193,423	193,423	100.0 %	
Total LCFF Revenues	49,510,116	49,116,628	(393,488)	(0.8) %	This change is due to the timing of the P-2 ADA numbers being released after the Estimated Actual (EA) projections.
Federal Revenue					
8181 - Federal IDEA SpEd Revenue	565,305	561,260	(4,045)	(0.7) %	The change is due to unspent restricted grants being moved to deferred revenue.
8182 - SpEd - Discretionary Grants	0	136,364	136,364	100.0 %	The change is due to additional allocated funds as part of the SELPA's year-end reconciliation.
8290 - Other Federal Revenue	2,331,812	2,273,659	(58,154)	(2.5) %	The change is due to unspent restricted grants being moved to deferred revenue.
Total Federal Revenue	2,897,118	2,971,283	74,165	2.6 %	
Other State Revenue					
8311 - AB602 State SpEd Revenue	3,497,583	3,547,962	50,379	1.4 %	The change is due to additional allocated funds as part of the SELPA's year-end reconciliation.
8550 - Mandated Cost Reimbursements	98,296	96,197	(2,099)	(2.1) %	
8560 - Lottery- Unrestricted	697,523	843,727	146,204	21.0 %	The fourth-quarter accrual per ADA from the CDE exceeded expectations.
8561 - Lottery- Prop 20 - Restricted	326,884	455,423	128,539	39.3 %	The fourth-quarter accrual per ADA from the CDE exceeded expectations.
8590 - Other State Revenue	1,074,034	781,800	(292,235)	(27.2) %	The change is due to unspent restricted grants being moved to deferred revenue.
Total Other State Revenue	5,694,320	5,725,109	30,788	0.5 %	
Local Revenue					
8660 - Interest Income	293,375	349,440	56,065	19.1 %	The change is due to higher interest rates and larger cash balances.
8699 - Other Revenue	103,697	218,138	114,441	110.4 %	This account was used as an offset account for revenue reconciliation.
Total Local Revenue	397,072	567,578	170,506	42.9 %	
Total Revenue	58,498,626	58,380,597	(118,029)	(0.2) %	
Expenditures					
1000-1999 Certificated Salaries					
1100 Certificated Teachers Salaries	14,812,765	15,991,540	1,178,775	8.0 %	
1200 Certificated Pupil Support	4,669,400	4,170,611	(498,789)	(10.7) %	
1300 Certificated Supervisors and Administrators Salaries	2,522,573	2,515,213	(7,360)	(0.3) %	
Total 1000-1999 Certificated Salaries	22,004,737	22,677,363	672,626	3.1 %	The change is due to transposition of certificated and classified salaries for EA.
2000-2999 Classified Salaries					
2100 Classified Instructional Salaries	593,985	570,287	(23,698)	(4.0) %	
2300 Classified Supervisors and Admin Salaries	2,314,749	2,334,902	20,153	0.9 %	
2400 Clerical, Technical and Office Salaries	3,277,729	2,198,689	(1,079,040)	(32.9) %	
Total 2000-2999 Classified Salaries	6,186,463	5,103,878	(1,082,584)	(17.5) %	The change is due to transposition of certificated and classified salaries for EA.
3100-3999 Employee Benefits					
3101-3102 STRS					
3101 - STRS Certificated	4,337,430	4,366,686	29,256	0.7 %	
Total 3101-3102 STRS	4,337,430	4,366,686	29,256	0.7 %	The change is due to projection of certificated salaries and benefits.
3301-3302 OASDI/Medicare/Alternative					
3313 - Medicare - Certificated	324,345	325,906	1,561	0.5 %	
3314 - Medicare - Classified	77,425	77,414	(11)	(0.0) %	
3355 - OASDI - Certificated	13,117	12,527	(590)	(4.5) %	
3356 - OASDI - Classified	313,011	313,002	(9)	(0.0) %	
Total 3301-3302 OASDI/Medicare/Alternative	727,898	728,849	951	0.1 %	



Unaudited Actuals 2023-24

Detail & Comparison with Estimated Actuals

Sage Oak Charter Schools - Consolidated

Consolidated P&L as of 06/30/2024	Estimated Actual	Unaudited Actual	\$ Change	% Change	Notes
3401-3402 Health and Welfare Benefits					
3401 - Health Care Certificated	2,576,151	2,494,858	(81,293)	(3.2) %	
3402 - Health Care Classified	783,861	758,937	(24,925)	(3.2) %	
Total 3401-3402 Health and Welfare Benefits	3,360,012	3,253,794	(106,217)	(3.2) %	This change was a result of the actual plans selected by staff.
3501-3502 Unemployment Insurance					
3501 - Unemployment Insurance Certificated	72,133	61,133	(11,000)	(15.2) %	
3502 - Unemployment Insurance Classified	21,529	18,890	(2,639)	(12.3) %	
Total 3501-3502 Unemployment Insurance	93,662	80,024	(13,639)	(14.6) %	The change is due to over projection during EA.
3601-3602 Workers' Compensation					
3601 - Workers' Comp Certificated	99,151	100,140	989	1.0 %	
3602 - Workers' Comp Classified	21,270	21,745	475	2.2 %	
Total 3601-3602 Workers' Compensation	120,421	121,885	1,464	1.2 %	
3901-3902 Other Employee Benefits					
3901 - Other Benefits Cert	650,082	678,384	28,302	4.4 %	The change is due to under projection of certificated salaries and benefits.
3902 - Other Benefits Class	80,927	80,239	(688)	(0.9) %	
3905 - Vacation Accrual Expense	0	16,424	16,424	100.0 %	The change is due to the expensing of accrued compensated absences as utilized.
3922 - 457b Employer match-Classified	189,756	188,820	(936)	(0.5) %	
Total 3901-3902 Other Employee Benefits	920,765	963,867	43,102	4.7 %	
Total 3100-3999 Employee Benefits	9,560,188	9,515,106	(45,082)	(0.5) %	
4100-4799 Books, Materials, & Supplies					
4200 Books and Other Reference Materials					
4200 - Other Reference Materials	579,522	588,350	8,828	1.5 %	
Total 4200 Books and Other Reference Materials	579,522	588,350	8,828	1.5 %	The change is due to additional VLA curriculum purchases.
4300 Materials and Supplies					
4310 - Materials & Supplies	118,562	103,480	(15,082)	(12.7) %	
4320 - Office Supplies	245,923	407,975	162,051	65.9 %	The change is due to additional supplies needed for our Virtual Learning Academy.
4330 - Meals & Events	88,920	71,909	(17,011)	(19.1) %	
4350 - Other Supplies - Materials & Supplies	7,912	7,681	(231)	(2.9) %	
4381 - Instructional Funds - Materials	4,059,253	3,335,879	(723,374)	(17.8) %	
Total 4300 Materials and Supplies	4,520,570	3,926,923	(593,647)	(13.1) %	The change is due to lower student utilization of instructional funds.
4400 Noncapitalized Equipment					
4400 - Non-Capitalized Equipment	1,053,217	1,048,215	(5,002)	(0.5) %	The change is due to over projection during EA.
Total 4400 Noncapitalized Equipment	1,053,217	1,048,215	(5,002)	(0.5) %	
Total 4100-4799 Books, Materials, & Supplies	6,153,309	5,563,488	(589,821)	(9.6) %	
5100-5999 Services & Other Operating Expenditures					
5100 Subagreements for Services					
5100 - SpEd Consultants and Vendors Subagreements for Service	640,292	657,625	17,332	2.7 %	
Total 5100 Subagreements for Services	640,292	657,625	17,332	2.7 %	This change is due to consultants providing essential SPED services due to unfilled positions.
5200 Travel and Conferences					
5200 - Travel & Conferences	388,425	301,566	(86,859)	(22.4) %	
5210 - Mileage Reimbursements	618	437	(181)	(29.3) %	
5220 - Travel & Lodging	942	1,075	133	14.1 %	
5225 - Travel & Conferences Meals	7,786	5,979	(1,808)	(23.2) %	
Total 5200 Travel and Conferences	397,771	309,057	(88,714)	(22.3) %	The change is due to reclassification of certain expenses to object 5800 for better alignment according to the California School Accounting Manual (CSAM).
5300 Dues and Memberships					
5300 - Dues & Memberships	110,601	110,484	(118)	(0.1) %	
Total 5300 Dues and Memberships	110,601	110,484	(118)	(0.1) %	
5400 Insurance					
5400 - Insurance	139,036	133,444	(5,592)	(4.0) %	The change is due to expense recognition based on the subscription term.
Total 5400 Insurance	139,036	133,444	(5,592)	(4.0) %	
5500 Operations and Housekeeping Services					
5510 - Utilities (General)	49,527	41,836	(7,691)	(15.5) %	The change is due to utilities being overestimated.
Total 5500 Operations and Housekeeping Services	49,527	41,836	(7,691)	(15.5) %	



Unaudited Actuals 2023-24

Detail & Comparison with Estimated Actuals

Sage Oak Charter Schools - Consolidated

Consolidated P&L as of 06/30/2024	Estimated Actual	Unaudited Actual	\$ Change	% Change	Notes
5600 Rents, Leases, Repairs, and Noncap. Improvements					
					The FASB accounting standards require recognizing most leases as assets and liabilities, changing expenses by using the straight-line method to allocate costs over the lease term, instead of actual payments.
5610 - Facility Rents & Leases	392,972	423,936	30,963	7.9 %	
5612 - Testing Site	57,206	56,728	(478)	(0.8) %	
5620 - Equipment Leases	5,078	4,996	(82)	(1.6) %	
Total 5600 Rents, Leases, Repairs, and Noncap. Improvements	455,256	485,660	30,404	6.7 %	
5800 Professional/Consulting Services and Operating Expend.					
5800 - Professional Services - Non-instructional	185,343	202,811	17,468	9.4 %	The change is due to additional costs for needed professional services.
5810 - Legal	133,561	183,615	50,054	37.5 %	The change is due to underestimation at EA.
5820 - Audit & CPA	44,326	49,339	5,013	11.3 %	The change is due to required out-of-scope audit work.
					The change is due to enhanced advertising and recruitment to attract staff and students.
5840 - Advertising & Recruitment	63,586	69,223	5,637	8.9 %	
5850 - Oversight Fees	1,298,732	1,274,493	(24,239)	(1.9) %	
					The change is due an to adjustment for the SELPA fees, which was directly deducted from revenue.
5860 - Service Fees	202,169	49,323	(152,846)	(75.6) %	
					The change is due to expanded offering to professional development and training for staff.
5863 - Professional Development	207,378	257,503	50,125	24.2 %	
5870 - Livescan Fingerprinting	1,452	1,602	150	10.3 %	
5877 - Lending Library	9,552	10,545	993	10.4 %	
5878 - Student Assessment	33,179	33,179	(0)	(0.0) %	
5880 - Instructional Vendors & Consultants	0	32,980	32,980	100.0 %	The change is due to the reimbursement of legal fees.
					The change is due to students using more instructional funds for services rather than materials.
5881 - Instructional Funds - Services	3,980,878	4,797,518	816,640	20.5 %	
5883 - Outside Consultant and Services	2,961	2,961	0	0.0 %	
5887 - Student Service Technology	732,474	507,344	(225,130)	(30.7) %	The change is due to fewer technology purchases than projected.
Total 5800 Professional/Consulting Services and Operating Expend.	6,895,592	7,472,437	576,845	8.4 %	
5900 Communications					
5930 - Postage	116,849	109,913	(6,936)	(5.9) %	The change is due to lower shipping volume.
5940 - Technology Services	550,473	567,134	16,661	3.0 %	The change is due to additional needed staff technology.
Total 5900 Communications	667,322	677,047	9,725	1.5 %	
Total 5100-5999 Services & Other Operating Expenditures	9,355,397	9,887,588	532,192	5.7 %	
6100-6999 Capital Outlay					
Capital Expenditures					
6900 - Building & Bldg. Improvements	36,461	0	(36,461)	(100.0) %	
6910 - ROU Amortization	121,366	134,362	12,996	10.7 %	
Total Capital Expenditures	157,827	134,362	(23,465)	(14.9) %	The FASB accounting standards require recognizing most leases as assets and liabilities, changing expenses by using the straight-line method to allocate costs over the lease term, instead of actual payments.
Total 6100-6999 Capital Outlay	157,827	134,362	(23,465)	(14.9) %	
7100-7499 Other Outgo					
Other Outgoing					
7438 - Interest Expense	1,002	1,002	0	0.0 %	
Total Other Outgoing	1,002	1,002	0	0.0 %	
Total 7100-7499 Other Outgo	1,002	1,002	0	0.0 %	
Total Expenditures	53,418,923	52,882,788	(536,134)	(1.0) %	
Operating Income/(Loss)	5,079,703	5,497,809	418,106	8.2 %	
Net Assets					
Net Assets					
9791 - Beginning Fund Balance	18,312,770	18,294,685	(18,085)	(0.1) %	
9793 - Audit Adjustments	648,140	666,225	18,085	2.8 %	
Total Net Assets	18,960,910	18,960,910	0	0.0 %	
Change In Net Assets	5,079,703	5,497,809	418,106	8.2 %	
Total Net Assets	24,040,613	24,458,719	418,106	1.7 %	



Sage Oak Charter School Unaudited Actuals 2023-24



Summary Analysis

Sage Oak Charter School

Summary of 2023-24 operations:

- Sage Oak Charter School generated \$46.4 million in total revenue and incurred \$42.7 million in expenses for the 2023-24 fiscal year, resulting in an operating surplus of approximately \$3.7 million.
- A strong reserve of \$17.8 million, representing 41.8% of annual expenditures, allows the school to withstand unforeseen economic shocks. Sage Oak aims to reduce this reserve to a target of 35% without deficit spending, gradually achieving this through systematic budget management over several years.





Unaudited Actuals 2023-24

Summary

Sage Oak Charter School

	Estimated Actual	Unaudited Actual
Projected P-2 Enrollment	3,425	3,329
Projected P-2 ADA	3,398	3,331

P&L as of 06/30/2024

	Estimated Actual	Unaudited Actual	\$ Change	% Change
Revenue				
LCFF Revenue				
Total LCFF Revenues	40,201,204	39,385,680	(815,524)	(2.0) %
Total Federal Revenue	2,353,381	2,431,303	77,922	3.3 %
Total Other State Revenue	4,446,300	4,453,298	6,998	0.2 %
Total Local Revenue	86,826	107,134	20,308	23.4 %
Total Revenue	47,087,710	46,377,414	(710,296)	(1.5) %
Expenditures				
Total 1000-1999 Certificated Salaries	17,660,421	18,153,032	492,610	2.8 %
Total 2000-2999 Classified Salaries	5,067,491	4,171,593	(895,898)	(17.7) %
Total 3100-3999 Employee Benefits	7,744,226	7,698,624	(45,602)	(0.6) %
Total 4100-4799 Books, Materials, & Supplies	5,045,699	4,514,622	(531,076)	(10.5) %
Total 5100-5999 Services & Other Operating Expenditures	7,804,401	8,016,646	212,245	2.7 %
Total 6100-6999 Capital Outlay	129,418	105,322	(24,096)	(18.6) %
Total Expenditures	43,451,656	42,659,838	(791,817)	(1.8) %
Operating Income/(Loss)	3,636,054	3,717,576	81,522	2.2 %
Net Assets				
Net Assets				
9791 - Beginning Fund Balance	13,624,367	13,585,336	(39,031)	(0.3) %
9793 - Audit Adjustments	478,931	517,962	39,031	8.1 %
Total Net Assets	14,103,298	14,103,298	0	0.0 %
Change In Net Assets	3,636,054	3,717,576	81,522	2.2 %
Total Net Assets	17,739,352	17,820,874	81,522	0.5 %
Reserve as a % of expenditure	40.83%	41.77%	0.95%	



Unaudited Actuals 2023-24

Detail & Comparison with Estimated Actuals

Sage Oak Charter School

P&L as of 06/30/2024	Estimated Actual	Unaudited Actual	\$ Change	% Change	Notes
Revenue					
LCFF Revenue					
8011 - LCFF General Entitlement	38,869,798	38,108,314	(761,484)	(2.0) %	
8012 - EPA Entitlement	679,520	666,274	(13,246)	(1.9) %	
8019 - Prior Year Unrestricted Revenue	(32,736)	(58,214)	(25,478)	77.8 %	
8096 - In-Lieu-Of Property Taxes	684,622	669,306	(15,316)	(2.2) %	
Total LCFF Revenues	40,201,204	39,385,680	(815,524)	(2.0) %	This change is due to the timing of the P-2 ADA numbers being released after the Estimated Actual (EA) projections.
Federal Revenue					
8181 - Federal IDEA SpEd Revenue	445,049	445,049	(0)	(0.0) %	
8182 - SpEd - Discretionary Grants	0	110,840	110,840	100.0 %	The change is due to additional allocated funds as part of the SELPA's year-end reconciliation.
8290 - Other Federal Revenue	1,908,331	1,875,413	(32,918)	(1.7) %	The change is due to unspent restricted grants being moved to deferred revenue.
Total Federal Revenue	2,353,381	2,431,303	77,922	3.3 %	
Other State Revenue					
8311 - AB602 State SpEd Revenue	2,762,996	2,814,719	51,723	1.9 %	The change is due to additional allocated funds as part of the SELPA's year-end reconciliation.
8550 - Mandated Cost Reimbursements	76,128	76,128	0	0.0 %	
8560 - Lottery- Unrestricted	548,777	645,996	97,219	17.7 %	The fourth-quarter accrual per ADA from the CDE exceeded expectations.
8561 - Lottery- Prop 20 - Restricted	266,377	337,116	70,739	26.6 %	The fourth-quarter accrual per ADA from the CDE exceeded expectations.
8590 - Other State Revenue	792,022	579,338	(212,683)	(26.9) %	The change is due to unspent restricted grants being moved to deferred revenue.
Total Other State Revenue	4,446,300	4,453,298	6,998	0.2 %	
Local Revenue					
8699 - Other Revenue	86,826	107,134	20,308	23.4 %	This account was used as an offset account for revenue reconciliation.
Total Local Revenue	86,826	107,134	20,308	23.4 %	
Total Revenue	47,087,710	46,377,414	(710,296)	(1.5) %	
Expenditures					
1000-1999 Certificated Salaries					
1100 Certificated Teachers Salaries	11,809,141	12,731,885	922,744	7.8 %	
1200 Certificated Pupil Support	3,808,106	3,387,309	(420,797)	(11.1) %	
1300 Certificated Supervisors and Administrators Salaries	2,043,175	2,033,838	(9,337)	(0.5) %	
Total 1000-1999 Certificated Salaries	17,660,421	18,153,032	492,610	2.8 %	The change is due to transposition of certificated and classified salaries for EA.
2000-2999 Classified Salaries					
2100 Classified Instructional Salaries	489,736	462,147	(27,589)	(5.6) %	
2300 Classified Supervisors and Admin Salaries	1,887,613	1,905,619	18,006	1.0 %	
2400 Clerical, Technical and Office Salaries	2,690,142	1,803,827	(886,315)	(32.9) %	
Total 2000-2999 Classified Salaries	5,067,491	4,171,593	(895,898)	(17.7) %	The change is due to transposition of certificated and classified salaries for EA.
3100-3999 Employee Benefits					
3101-3102 STRS					
3101 - STRS Certificated	3,526,227	3,542,790	16,563	0.5 %	
Total 3101-3102 STRS	3,526,227	3,542,790	16,563	0.5 %	
3301-3302 OASDI/Medicare/Alternative					
3313 - Medicare - Certificated	262,333	263,291	958	0.4 %	
3314 - Medicare - Classified	62,762	62,763	1	0.0 %	
3355 - OASDI - Certificated	10,757	10,321	(436)	(4.1) %	
3356 - OASDI - Classified	253,428	253,964	536	0.2 %	
Total 3301-3302 OASDI/Medicare/Alternative	589,280	590,338	1,059	0.2 %	



Unaudited Actuals 2023-24

Detail & Comparison with Estimated Actuals

Sage Oak Charter School

P&L as of 06/30/2024	Estimated Actual	Unaudited Actual	\$ Change	% Change	Notes
3401-3402 Health and Welfare Benefits					
3401 - Health Care Certificated	2,050,352	1,984,190	(66,162)	(3.2) %	
3402 - Health Care Classified	655,381	631,223	(24,158)	(3.7) %	
Total 3401-3402 Health and Welfare Benefits	2,705,733	2,615,414	(90,320)	(3.3) %	This change was a result of the actual plans selected by staff.
3501-3502 Unemployment Insurance					
3501 - Unemployment Insurance Certificated	58,864	49,718	(9,146)	(15.5) %	
3502 - Unemployment Insurance Classified	17,641	15,405	(2,236)	(12.7) %	
Total 3501-3502 Unemployment Insurance	76,505	65,123	(11,382)	(14.9) %	The change is due to over projection during EA.
3601-3602 Workers' Compensation					
3601 - Workers' Comp Certificated	84,497	84,516	18	0.0 %	
3602 - Workers' Comp Classified	18,543	18,725	182	1.0 %	
Total 3601-3602 Workers' Compensation	103,040	103,241	201	0.2 %	
3901-3902 Other Employee Benefits					
3901 - Other Benefits Cert	520,665	544,230	23,565	4.5 %	The change is due to under projection of certificated salaries and benefits.
3902 - Other Benefits Class	65,593	64,979	(614)	(0.9) %	
3905 - Vacation Accrual Expense	0	16,424	16,424	100.0 %	The change is due to the expensing of accrued compensated absences as utilized.
3922 - 457b Employer match-Classified	157,183	156,086	(1,097)	(0.7) %	
Total 3901-3902 Other Employee Benefits	743,441	781,719	38,278	5.1 %	
Total 3100-3999 Employee Benefits	7,744,226	7,698,624	(45,602)	(0.6) %	
4100-4799 Books, Materials, & Supplies					
4200 Books and Other Reference Materials					
4200 - Other Reference Materials	475,193	485,071	9,878	2.1 %	
Total 4200 Books and Other Reference Materials	475,193	485,071	9,878	2.1 %	The change is due to additional VLA curriculum purchases.
4300 Materials and Supplies					
4310 - Materials & Supplies	97,221	78,578	(18,643)	(19.2) %	
4320 - Office Supplies	201,657	333,981	132,324	65.6 %	The change is due to additional supplies needed for our Virtual Learning Academy.
4330 - Meals & Events	72,914	57,488	(15,426)	(21.2) %	
4350 - Other Supplies - Materials & Supplies	6,488	6,293	(195)	(3.0) %	
4381 - Instructional Funds - Materials	3,328,588	2,703,621	(624,966)	(18.8) %	
Total 4300 Materials and Supplies	3,706,868	3,179,962	(526,906)	(14.2) %	The change is due to lower student utilization of instructional funds.
4400 Noncapitalized Equipment					
4400 - Non-Capitalized Equipment	863,638	849,590	(14,048)	(1.6) %	The change is due to the realignment of expenses based on site-specific revenue allocation.
Total 4400 Noncapitalized Equipment	863,638	849,590	(14,048)	(1.6) %	
Total 4100-4799 Books, Materials, & Supplies	5,045,699	4,514,622	(531,076)	(10.5) %	
5100-5999 Services & Other Operating Expenditures					
5100 Subagreements for Services					
5100 - SpEd Consultants and Vendors Subagreements for Service	525,039	550,736	25,697	4.9 %	
Total 5100 Subagreements for Services	525,039	550,736	25,697	4.9 %	This change is due to consultants providing essential SPED services due to unfilled positions.
5200 Travel and Conferences					
5200 - Travel & Conferences	318,508	247,210	(71,299)	(22.4) %	
5210 - Mileage Reimbursements	507	399	(108)	(21.3) %	
5220 - Travel & Lodging	787	866	78	9.9 %	
5225 - Travel & Conferences Meals	6,385	5,029	(1,355)	(21.2) %	
Total 5200 Travel and Conferences	326,187	253,504	(72,683)	(22.3) %	The change is due to reclassification of certain expenses to object 5800 for better alignment according to the California School Accounting Manual (CSAM).
5300 Dues and Memberships					
5300 - Dues & Memberships	90,712	87,264	(3,448)	(3.8) %	
Total 5300 Dues and Memberships	90,712	87,264	(3,448)	(3.8) %	The change is due to the realignment of expenses based on site-specific revenue allocation.
5400 Insurance					
5400 - Insurance	114,009	107,887	(6,123)	(5.4) %	
Total 5400 Insurance	114,009	107,887	(6,123)	(5.4) %	The change is due to expense recognition based on the subscription term.
5500 Operations and Housekeeping Services					
5510 - Utilities (General)	40,612	34,340	(6,272)	(15.4) %	The change is due to utilities being overestimated.
Total 5500 Operations and Housekeeping Services	40,612	34,340	(6,272)	(15.4) %	



Unaudited Actuals 2023-24

Detail & Comparison with Estimated Actuals

Sage Oak Charter School

P&L as of 06/30/2024	Estimated Actual	Unaudited Actual	\$ Change	% Change	Notes
5600 Rents, Leases, Repairs, and Noncap. Improvements					
5610 - Facility Rents & Leases	322,248	347,251	25,003	7.8 %	The FASB accounting standards require recognizing most leases as assets and liabilities, changing expenses by using the straight-line method to allocate costs over the lease term, instead of actual payments.
5612 - Testing Site	46,909	14,058	(32,851)	(70.0) %	The change is due to the realignment of expenses based on site-specific revenue allocation.
5620 - Equipment Leases	4,164	4,057	(107)	(2.6) %	
Total 5600 Rents, Leases, Repairs, and Noncap. Improvements	373,321	365,366	(7,955)	(2.1) %	
5800 Professional/Consulting Services and Operating Expend.					
5800 - Professional Services - Non-instructional	151,981	165,121	13,140	8.6 %	The change is due to additional costs for needed professional services.
5810 - Legal	109,520	163,392	53,872	49.2 %	The change is due to underestimation at EA.
5820 - Audit & CPA	36,347	41,166	4,819	13.3 %	The change is due to required out-of-scope audit work.
5840 - Advertising & Recruitment	52,141	56,776	4,635	8.9 %	The change is due to enhanced advertising and recruitment to attract staff and students.
5850 - Oversight Fees	1,205,444	1,183,317	(22,127)	(1.8) %	The change is due to overestimation at EA.
5860 - Service Fees	165,779	13,616	(152,163)	(91.8) %	The change is due to an adjustment for the SELPA fees, which was directly deducted from revenue.
5863 - Professional Development	163,312	178,195	14,883	9.1 %	The change is due to expanded offering to professional development and training for staff.
5870 - Livescan Fingerprinting	1,191	1,366	175	14.7 %	
5877 - Lending Library	7,833	8,700	867	11.1 %	
5878 - Student Assessment	27,207	26,709	(498)	(1.8) %	
5880 - Instructional Vendors & Consultants	0	32,894	32,894	100.0 %	The change is due to the reimbursement of legal fees.
5881 - Instructional Funds - Services	3,264,320	3,777,461	513,141	15.7 %	The change is due to students using more instructional funds for services rather than materials.
5883 - Outside Consultant and Services	2,428	2,384	(44)	(1.8) %	
5887 - Student Service Technology	599,815	417,576	(182,239)	(30.4) %	The change is due to fewer technology purchases than projected.
Total 5800 Professional/Consulting Services and Operating Expend.	5,787,317	6,068,672	281,355	4.9 %	
5900 Communications					
5930 - Postage	95,816	88,959	(6,857)	(7.2) %	The change is due to lower shipping volume.
5940 - Technology Services	451,388	459,918	8,530	1.9 %	The change is due to additional needed staff technology.
Total 5900 Communications	547,204	548,877	1,673	0.3 %	
Total 5100-5999 Services & Other Operating Expenditures	7,804,402	8,016,646	212,244	2.7 %	
6100-6999 Capital Outlay					
Capital Expenditures					
6900 - Building & Bldg. Improvements	29,898	0	(29,898)	(100.0) %	
6901 - Depreciation Expense-Leasehold Improvements	99,520	105,322	5,802	5.8 %	
Total Capital Expenditures	129,418	105,322	(24,096)	(18.6) %	The FASB accounting standards require recognizing most leases as assets and liabilities, changing expenses by using the straight-line method to allocate costs over the lease term, instead of actual payments.
Total 6100-6999 Capital Outlay	129,418	105,322	(24,096)	(18.6) %	
Total Expenditures	43,451,656	42,659,838	(791,818)	(1.8) %	
Operating Income/(Loss)	3,636,054	3,717,576	81,522	2.2 %	
Net Assets					
Net Assets					
9791 - Beginning Fund Balance	13,624,367	13,585,336	(39,031)	(0.3) %	
9793 - Audit Adjustments	478,931	517,962	39,031	8.1 %	
Total Net Assets	14,103,298	14,103,298	0	0.0 %	
Change In Net Assets	3,636,053	3,717,576	81,523	2.2 %	
Total Net Assets	17,739,351	17,820,874	81,523	0.5 %	



Sage Oak Charter School- Keppel Unaudited Actuals 2023-24



Summary Analysis

Sage Oak Charter Schools - Keppel

Summary of 2023-24 operations:

- Sage Oak Charter School - Keppel generated \$5.5 million in total revenue and incurred \$4.7 million in expenses for the 2023-24 fiscal year, resulting in an operating surplus of approximately \$800 thousand.
- A strong reserve of \$2.7 million, representing 57.5% of annual expenditures, allows the school to withstand unforeseen economic shocks. Sage Oak aims to reduce this reserve to a target of 45% without deficit spending, gradually achieving this through systematic budget management over several years.





Unaudited Actuals 2023-24

Summary

Sage Oak Charter Schools - Keppel

	Estimated Actual	Unaudited Actual		
Projected P-2 Enrollment	374	372		
Projected P-2 ADA	371	371		
P&L as of 06/30/2024	Estimated Actual	Unaudited Actual	\$ Change	% Change
Revenue				
LCFF Revenue				
Total LCFF Revenues	4,404,246	4,569,675	165,429	3.8 %
Total Federal Revenue	224,012	224,333	320	0.1 %
Total Other State Revenue	595,416	669,966	74,550	12.5 %
Total Local Revenue	8,364	69,400	61,037	729.8 %
Total Revenue	5,232,038	5,533,374	301,336	5.8 %
Expenditures				
Total 1000-1999 Certificated Salaries	1,952,228	2,023,836	71,607	3.7 %
Total 2000-2999 Classified Salaries	544,736	457,651	(87,085)	(16.0) %
Total 3100-3999 Employee Benefits	836,632	830,159	(6,474)	(0.8) %
Total 4100-4799 Books, Materials, & Supplies	461,592	479,993	18,401	4.0 %
Total 5100-5999 Services & Other Operating Expenditures	656,189	942,185	285,996	43.6 %
Total 6100-6999 Capital Outlay	11,837	14,325	2,488	21.0 %
Total Expenditures	4,463,215	4,748,149	284,934	6.4 %
Operating Income/(Loss)	768,823	785,225	16,402	2.1 %
Net Assets				
Net Assets				
9791 - Beginning Fund Balance	1,843,085	1,837,740	(5,345)	(0.3) %
9793 - Audit Adjustments	102,246	107,591	5,345	5.2 %
Total Net Assets	1,945,331	1,945,331	0	0.0 %
Change In Net Assets	768,823	785,225	16,402	2.1 %
Total Net Assets	2,714,154	2,730,556	16,402	0.6 %
Reserve as a % of expenditure	60.81%	57.51%	(3.30) %	



Unaudited Actuals 2023-24

Detail & Comparison with Estimated Actuals

Sage Oak Charter School - Keppel

P&L as of 06/30/2024	Estimated Actual	Unaudited Actual	\$ Change	% Change	Notes
Revenue					
LCFF Revenue					
8011 - LCFF General Entitlement	3,765,413	3,704,211	(61,202)	(1.6) %	
8012 - EPA Entitlement	74,202	74,140	(62)	(0.1) %	
8019 - Prior Year Unrestricted Revenue	(18,312)	(34,294)	(15,982)	87.3 %	
8096 - In-Lieu-Of Property Taxes	582,943	632,195	49,252	8.4 %	
8097 - In-Lieu Property Taxes Prior Year	0	193,423	193,423	100.0 %	
Total LCFF Revenues	4,404,246	4,569,675	165,429	3.8 %	This change is due to the timing of the P-2 ADA numbers being released after the Estimated Actual (EA) projections.
Federal Revenue					
8181 - Federal IDEA SpEd Revenue	61,351	61,351	0	0.0 %	
8182 - SpEd - Discretionary Grants	0	10,543	10,543	100.0 %	The change is due to additional allocated funds as part of the SELPA's year-end reconciliation.
8290 - Other Federal Revenue	162,661	152,439	(10,222)	(6.3) %	The change is due to unspent restricted grants being moved to deferred revenue.
Total Federal Revenue	224,012	224,333	320	0.1 %	
Other State Revenue					
8311 - AB602 State SpEd Revenue	356,115	358,398	2,283	0.6 %	The change is due to additional allocated funds as part of the SELPA's year-end reconciliation.
8550 - Mandated Cost Reimbursements	10,264	10,264	0	0.0 %	
8560 - Lottery- Unrestricted	65,186	126,559	61,373	94.2 %	The fourth-quarter accrual per ADA from the CDE exceeded expectations.
8561 - Lottery- Prop 20 - Restricted	26,516	80,913	54,397	205.1 %	The fourth-quarter accrual per ADA from the CDE exceeded expectations.
8590 - Other State Revenue	137,336	93,832	(43,503)	(31.7) %	The change is due to unspent restricted grants being moved to deferred revenue.
Total Other State Revenue	595,416	669,966	74,550	12.5 %	
Local Revenue					
8699 - Other Revenue	8,364	69,400	61,037	729.8 %	This account was used as an offset account for revenue reconciliation.
Total Local Revenue	8,364	69,400	61,037	729.8 %	
Total Revenue	5,232,038	5,533,374	301,336	5.8 %	
Expenditures					
1000-1999 Certificated Salaries					
1100 Certificated Teachers Salaries	1,297,411	1,409,465	112,054	8.6 %	
1200 Certificated Pupil Support	414,955	379,826	(35,130)	(8.5) %	
1300 Certificated Supervisors and Administrators Salaries	239,862	234,545	(5,317)	(2.2) %	
Total 1000-1999 Certificated Salaries	1,952,228	2,023,836	71,607	3.7 %	The change is due to transposition of certificated and classified salaries for EA.
2000-2999 Classified Salaries					
2100 Classified Instructional Salaries	52,587	56,286	3,699	7.0 %	
2300 Classified Supervisors and Admin Salaries	212,906	208,113	(4,793)	(2.3) %	
2400 Clerical, Technical and Office Salaries	279,243	193,252	(85,991)	(30.8) %	
Total 2000-2999 Classified Salaries	544,736	457,651	(87,085)	(16.0) %	The change is due to transposition of certificated and classified salaries for EA.
3100-3999 Employee Benefits					
3101-3102 STRS					
3101 - STRS Certificated	359,502	361,885	2,383	0.7 %	
Total 3101-3102 STRS	359,502	361,885	2,383	0.7 %	The change is due to projection of certificated salaries and benefits.
3301-3302 OASDI/Medicare/Alternative					
3313 - Medicare - Certificated	27,399	27,415	16	0.1 %	
3314 - Medicare - Classified	7,377	7,201	(176)	(2.4) %	
3355 - OASDI - Certificated	984	1,127	144	14.6 %	
3356 - OASDI - Classified	29,651	28,763	(888)	(3.0) %	
Total 3301-3302 OASDI/Medicare/Alternative	65,410	64,507	(904)	(1.4) %	



Unaudited Actuals 2023-24

Detail & Comparison with Estimated Actuals

Sage Oak Charter School - Keppel

P&L as of 06/30/2024	Estimated Actual	Unaudited Actual	\$ Change	% Change	Notes
3401-3402 Health and Welfare Benefits					
3401 - Health Care Certificated	250,646	243,481	(7,165)	(2.9) %	
3402 - Health Care Classified	65,122	63,051	(2,071)	(3.2) %	
Total 3401-3402 Health and Welfare Benefits	315,768	306,531	(9,236)	(2.9) %	This change was a result of the actual plans selected by staff.
3501-3502 Unemployment Insurance					
3501 - Unemployment Insurance Certificated	5,904	5,177	(727)	(12.3) %	
3502 - Unemployment Insurance Classified	1,776	1,614	(162)	(9.1) %	
Total 3501-3502 Unemployment Insurance	7,680	6,791	(889)	(11.6) %	The change is due to over projection during EA.
3601-3602 Workers' Compensation					
3601 - Workers' Comp Certificated	6,376	6,759	383	6.0 %	
3602 - Workers' Comp Classified	1,285	1,397	112	8.7 %	
Total 3601-3602 Workers' Compensation	7,661	8,156	495	6.5 %	
3901-3902 Other Employee Benefits					
3901 - Other Benefits Cert	56,977	59,110	2,133	3.7 %	The change is due to under projection of certificated salaries and benefits.
3902 - Other Benefits Class	7,587	7,439	(148)	(1.9) %	
3922 - 457b Employer match-Classified	16,047	15,740	(307)	(1.9) %	
Total 3901-3902 Other Employee Benefits	80,611	82,290	1,679	2.1 %	
Total 3100-3999 Employee Benefits	836,632	830,159	(6,474)	(0.8) %	
4100-4799 Books, Materials, & Supplies					
4200 Books and Other Reference Materials					
4200 - Other Reference Materials	43,558	54,052	10,494	24.1 %	
Total 4200 Books and Other Reference Materials	43,558	54,052	10,494	24.1 %	The change is due to additional VLA curriculum purchases.
4300 Materials and Supplies					
4310 - Materials & Supplies	8,892	15,645	6,753	75.9 %	
4320 - Office Supplies	18,444	36,293	17,849	96.8 %	The change is due to additional supplies needed for our Virtual Learning Academy.
4330 - Meals & Events	6,669	7,850	1,181	17.7 %	
4350 - Other Supplies - Materials & Supplies	593	712	119	20.0 %	
4381 - Instructional Funds - Materials	304,444	251,530	(52,914)	(17.4) %	
Total 4300 Materials and Supplies	339,043	312,031	(27,012)	(8.0) %	The change is due to lower student utilization of instructional funds.
4400 Noncapitalized Equipment					
4400 - Non-Capitalized Equipment	78,991	113,911	34,919	44.2 %	The change is due to the realignment of expenses based on site-specific revenue allocation.
Total 4400 Noncapitalized Equipment	78,991	113,911	34,919	44.2 %	
Total 4100-4799 Books, Materials, & Supplies	461,592	479,993	18,401	4.0 %	
5100-5999 Services & Other Operating Expenditures					
5100 Subagreements for Services					
5100 - SpEd Consultants and Vendors Subagreements for Service	48,022	56,485	8,463	17.6 %	
Total 5100 Subagreements for Services	48,022	56,485	8,463	17.6 %	This change is due to consultants providing essential SPED services due to unfilled positions.
5200 Travel and Conferences					
5200 - Travel & Conferences	29,132	26,822	(2,310)	(7.9) %	
5210 - Mileage Reimbursements	46	16	(30)	(65.7) %	
5220 - Travel & Lodging	65	124	59	91.7 %	
5225 - Travel & Conferences Meals	584	435	(149)	(25.6) %	
Total 5200 Travel and Conferences	29,827	27,396	(2,430)	(8.1) %	The change is due to reclassification of certain expenses to object 5800 for better alignment according to the California School Accounting Manual (CSAM).
5300 Dues and Memberships					
5300 - Dues & Memberships	8,282	13,135	4,854	58.6 %	
Total 5300 Dues and Memberships	8,282	13,135	4,854	58.6 %	The change is due to the realignment of expenses based on site-specific revenue allocation.
5400 Insurance					
5400 - Insurance	10,428	14,128	3,700	35.5 %	
Total 5400 Insurance	10,428	14,128	3,700	35.5 %	The change is due to expense recognition based on the subscription term.
5500 Operations and Housekeeping Services					
5510 - Utilities (General)	3,714	3,726	12	0.3 %	
Total 5500 Operations and Housekeeping Services	3,714	3,726	12	0.3 %	



Unaudited Actuals 2023-24

Detail & Comparison with Estimated Actuals

Sage Oak Charter School - Keppel

P&L as of 06/30/2024	Estimated Actual	Unaudited Actual	\$ Change	% Change	Notes
5600 Rents, Leases, Repairs, and Noncap. Improvements					
5610 - Facility Rents & Leases	29,469	37,062	7,593	25.8 %	The FASB accounting standards require recognizing most leases as assets and liabilities, changing expenses by using the straight-line method to allocate costs over the lease term, instead of actual payments.
5612 - Testing Site	4,290	39,495	35,204	820.5 %	The change is due to the realignment of expenses based on site-specific revenue allocation.
5620 - Equipment Leases	381	463	83	21.7 %	
Total 5600 Rents, Leases, Repairs, and Noncap. Improvements	34,140	77,020	42,880	125.6 %	
5800 Professional/Consulting Services and Operating Expend.					
5800 - Professional Services - Non-instructional	13,901	18,728	4,827	34.7 %	The change is due to additional costs for needed professional services.
5810 - Legal	10,017	8,751	(1,267)	(12.6) %	The change is due to underestimation at EA.
5820 - Audit & CPA	3,324	4,170	845	25.4 %	The change is due to required out-of-scope audit work.
5840 - Advertising & Recruitment	4,769	5,842	1,073	22.5 %	The change is due to enhanced advertising and recruitment to attract staff and students.
5850 - Oversight Fees	44,225	44,105	(120)	(0.3) %	
5860 - Service Fees	15,163	22,508	7,345	48.4 %	
5863 - Professional Development	22,579	38,356	15,777	69.9 %	The change is due to expanded offering to professional development and training for staff.
5870 - Livescan Fingerprinting	109	98	(10)	(9.5) %	
5877 - Lending Library	716	999	283	39.5 %	The change is due to the realignment of expenses based on site-specific revenue allocation.
5878 - Student Assessment	2,488	3,816	1,327	53.3 %	The change is due to the realignment of expenses based on site-specific revenue allocation.
5880 - Instructional Vendors & Consultants	0	36	36	100.0 %	The change is due to the reimbursement of legal fees.
5881 - Instructional Funds - Services	298,566	485,667	187,101	62.7 %	The change is due to students using more instructional funds for services rather than materials.
5883 - Outside Consultant and Services	222	341	118	53.3 %	
5887 - Student Service Technology	55,648	45,831	(9,817)	(17.6) %	The change is due to fewer technology purchases than projected.
Total 5800 Professional/Consulting Services and Operating Expend.	471,728	679,248	207,520	44.0 %	
5900 Communications					
5930 - Postage	8,764	11,479	2,716	31.0 %	The change is due to lower shipping volume.
5940 - Technology Services	41,286	59,568	18,282	44.3 %	The change is due to additional needed staff technology.
Total 5900 Communications	50,049	71,047	20,998	42.0 %	The change is due to the realignment of expenses based on site-specific revenue allocation.
Total 5100-5999 Services & Other Operating Expenditures	656,189	942,185	285,996	43.6 %	
6100-6999 Capital Outlay					
Capital Expenditures					
6900 - Building & Bldg. Improvements	2,735	0	(2,735)	(100.0) %	
6910 - ROU Amortization	9,102	14,325	5,222	57.4 %	
Total Capital Expenditures	11,837	14,325	2,488	21.0 %	The FASB accounting standards require recognizing most leases as assets and liabilities, changing expenses by using the straight-line method to allocate costs over the lease term, instead of actual payments.
Total 6100-6999 Capital Outlay	11,837	14,325	2,488	21.0 %	
Total Expenditures	4,463,215	4,748,149	284,934	6.4 %	
Operating Income/(Loss)	768,823	785,225	16,402	2.1 %	
Net Assets					
Net Assets					
9791 - Beginning Fund Balance	1,843,085	1,837,740	(5,345)	(0.3) %	
9793 - Audit Adjustments	102,246	107,591	5,345	5.2 %	
Total Net Assets	1,945,331	1,945,331	0	0.0 %	
Change In Net Assets	768,823	785,225	16,402	2.1 %	
Total Net Assets	2,714,154	2,730,556	16,402	0.6 %	



Sage Oak Charter School- South Unaudited Actuals 2023-24



Summary Analysis

Sage Oak Charter Schools - South

Summary of 2023-24 operations:

- Sage Oak Charter School - South generated \$6.5 million in total revenue and incurred \$5.5 million in expenses for the 2023-24 fiscal year, resulting in an operating surplus of approximately \$1 million.
- A strong reserve of \$3.9 million, representing 71.4% of annual expenditures, allows the school to withstand unforeseen economic shocks. Sage Oak aims to reduce this reserve to a target of 45% without deficit spending, gradually achieving this through systematic budget management over several years.





Unaudited Actuals 2023-24

Summary

Sage Oak Charter Schools - South

	Estimated Actual	Unaudited Actual		
Projected P-2 Enrollment	418	451		
Projected P-2 ADA	415	437		
P&L as of 06/30/2024				
	Estimated Actual	Unaudited Actual	\$ Change	% Change
Revenue				
LCFF Revenue				
Total LCFF Revenues	4,904,666	5,161,273	256,607	5.2 %
Total Federal Revenue	319,725	315,647	(4,077)	(1.3) %
Total Other State Revenue	652,604	601,845	(50,760)	(7.8) %
Total Local Revenue	301,882	391,044	89,161	29.5 %
Total Revenue	6,178,878	6,469,809	290,931	4.7 %
Expenditures				
Total 1000-1999 Certificated Salaries	2,392,087	2,500,496	108,409	4.5 %
Total 2000-2999 Classified Salaries	574,236	474,634	(99,601)	(17.3) %
Total 3100-3999 Employee Benefits	979,330	986,323	6,993	0.7 %
Total 4100-4799 Books, Materials, & Supplies	646,019	568,873	(77,146)	(11.9) %
Total 5100-5999 Services & Other Operating Expenditures	894,806	928,758	33,952	3.8 %
Total 6100-6999 Capital Outlay	16,572	14,715	(1,857)	(11.2) %
Total 7100-7499 Other Outgo	1,002	1,002	0	0.0 %
Total Expenditures	5,504,052	5,474,801	(29,250)	(0.5) %
Operating Income/(Loss)	674,826	995,007	320,182	47.4 %
Net Assets				
Net Assets				
9791 - Beginning Fund Balance	2,845,319	2,871,610	26,291	0.9 %
9793 - Audit Adjustments	66,962	40,671	(26,291)	(39.3) %
Total Net Assets	2,912,281	2,912,281	0	0.0 %
Change In Net Assets	674,826	995,007	320,182	47.4 %
Total Net Assets	3,587,107	3,907,288	320,182	8.9 %
Reserve as a % of expenditure	65.17%	71.37%	6.20%	



Unaudited Actuals 2023-24

Detail & Comparison with Estimated Actuals

Sage Oak Charter School- South

P&L as of 06/30/2024	Estimated Actual	Unaudited Actual	\$ Change	% Change	Notes
Revenue					
LCFF Revenue					
8011 - LCFF General Entitlement	4,462,501	4,741,431	278,930	6.3 %	
8012 - EPA Entitlement	82,931	87,390	4,459	5.4 %	
8019 - Prior Year Unrestricted Revenue	(1,723)	(2,951)	(1,228)	71.3 %	
8096 - In-Lieu-Of Property Taxes	360,957	335,403	(25,554)	(7.1) %	
Total LCFF Revenues	4,904,666	5,161,273	256,607	5.2 %	This change is due to the timing of the P-2 ADA numbers being released after the Estimated Actual (EA) projections.
Federal Revenue					
8181 - Federal IDEA SpEd Revenue	58,905	54,860	(4,045)	(6.9) %	The change is due to unspent restricted grants being moved to deferred revenue.
8182 - SpEd - Discretionary Grants	0	14,981	14,981	100.0 %	The change is due to additional allocated funds as part of the SELPA's year-end reconciliation.
8290 - Other Federal Revenue	260,820	245,806	(15,014)	(5.8) %	The change is due to unspent restricted grants being moved to deferred revenue.
Total Federal Revenue	319,725	315,647	(4,077)	(1.3) %	
Other State Revenue					
8311 - AB602 State SpEd Revenue	378,472	374,845	(3,627)	(1.0) %	
8550 - Mandated Cost Reimbursements	11,904	9,805	(2,099)	(17.6) %	
8560 - Lottery- Unrestricted	83,561	71,172	(12,389)	(14.8) %	The fourth-quarter accrual per ADA from the CDE did not meet expectations.
8561 - Lottery- Prop 20 - Restricted	33,991	37,394	3,403	10.0 %	The fourth-quarter accrual per ADA from the CDE exceeded expectations.
8590 - Other State Revenue	144,677	108,629	(36,048)	(24.9) %	The change is due to unspent restricted grants being moved to deferred revenue.
Total Other State Revenue	652,604	601,845	(50,760)	(7.8) %	
Local Revenue					
8660 - Interest Income	293,375	349,440	56,065	19.1 %	The change is due to higher interest rates and larger cash balances.
8699 - Other Revenue	8,508	41,604	33,096	389.0 %	This account was used as an offset account for revenue reconciliation.
Total Local Revenue	301,882	391,044	89,161	29.5 %	
Total Revenue	6,178,878	6,469,809	290,931	4.7 %	
Expenditures					
1000-1999 Certificated Salaries					
1100 Certificated Teachers Salaries	1,706,213	1,850,190	143,977	8.4 %	
1200 Certificated Pupil Support	446,339	403,476	(42,862)	(9.6) %	
1300 Certificated Supervisors and Administrators Salaries	239,536	246,829	7,294	3.0 %	
Total 1000-1999 Certificated Salaries	2,392,087	2,500,496	108,409	4.5 %	The change is due to transposition of certificated and classified salaries for EA.
2000-2999 Classified Salaries					
2100 Classified Instructional Salaries	51,662	51,854	192	0.4 %	
2300 Classified Supervisors and Admin Salaries	214,230	221,170	6,940	3.2 %	
2400 Clerical, Technical and Office Salaries	308,344	201,610	(106,734)	(34.6) %	
Total 2000-2999 Classified Salaries	574,236	474,634	(99,601)	(17.3) %	The change is due to transposition of certificated and classified salaries for EA.
3100-3999 Employee Benefits					
3101-3102 STRS					
3101 - STRS Certificated	451,701	462,012	10,311	2.3 %	
Total 3101-3102 STRS	451,701	462,012	10,311	2.3 %	
3301-3302 OASDI/Medicare/Alternative					
3313 - Medicare - Certificated	34,613	35,200	587	1.7 %	
3314 - Medicare - Classified	7,286	7,449	163	2.2 %	
3355 - OASDI - Certificated	1,377	1,079	(298)	(21.6) %	
3356 - OASDI - Classified	29,932	30,276	344	1.1 %	
Total 3301-3302 OASDI/Medicare/Alternative	73,208	74,005	796	1.1 %	



Unaudited Actuals 2023-24

Detail & Comparison with Estimated Actuals

Sage Oak Charter School- South

P&L as of 06/30/2024	Estimated	Unaudited Actual	\$ Change	% Change	Notes
3401-3402 Health and Welfare Benefits					
3401 - Health Care Certificated	275,153	267,187	(7,966)	(2.9) %	
3402 - Health Care Classified	63,358	64,663	1,305	2.1 %	
Total 3401-3402 Health and Welfare Benefits	338,511	331,850	(6,661)	(2.0) %	This change was a result of the actual plans selected by staff.
3501-3502 Unemployment Insurance					
3501 - Unemployment Insurance Certificated	7,365	6,238	(1,127)	(15.3) %	
3502 - Unemployment Insurance Classified	2,112	1,872	(240)	(11.4) %	
Total 3501-3502 Unemployment Insurance	9,477	8,110	(1,367)	(14.4) %	The change is due to over projection during EA.
3601-3602 Workers' Compensation					
3601 - Workers' Comp Certificated	8,278	8,865	587	7.1 %	
3602 - Workers' Comp Classified	1,442	1,623	181	12.6 %	
Total 3601-3602 Workers' Compensation	9,720	10,488	768	7.9 %	
3901-3902 Other Employee Benefits					
3901 - Other Benefits Cert	72,440	75,044	2,604	3.6 %	The change is due to under projection of certificated salaries and benefits.
3902 - Other Benefits Class	7,747	7,821	74	1.0 %	
3922 - 457b Employer match-Classified	16,526	16,994	468	2.8 %	
Total 3901-3902 Other Employee Benefits	96,713	99,859	3,146	3.3 %	
Total 3100-3999 Employee Benefits	979,330	986,323	6,993	0.7 %	
4100-4799 Books, Materials, & Supplies					
4200 Books and Other Reference Materials					
4200 - Other Reference Materials	60,771	49,228	(11,544)	(19.0) %	
Total 4200 Books and Other Reference Materials	60,771	49,228	(11,544)	(19.0) %	The change is due to the realignment of expenses based on site-specific revenue allocation.
4300 Materials and Supplies					
4310 - Materials & Supplies	12,449	9,256	(3,193)	(25.6) %	
4320 - Office Supplies	25,822	37,700	11,878	46.0 %	The change is due to additional supplies needed for our Virtual Learning Academy.
4330 - Meals & Events	9,336	6,571	(2,766)	(29.6) %	
4350 - Other Supplies - Materials & Supplies	831	676	(155)	(18.6) %	
4381 - Instructional Funds - Materials	426,222	380,727	(45,494)	(10.7) %	
Total 4300 Materials and Supplies	474,660	434,931	(39,729)	(8.4) %	The change is due to lower student utilization of instructional funds.
4400 Noncapitalized Equipment					
4400 - Non-Capitalized Equipment	110,588	84,715	(25,873)	(23.4) %	The change is due to the realignment of expenses based on site-specific revenue allocation.
Total 4400 Noncapitalized Equipment	110,588	84,715	(25,873)	(23.4) %	
Total 4100-4799 Books, Materials, & Supplies	646,019	568,873	(77,146)	(11.9) %	
5100-5999 Services & Other Operating Expenditures					
5100 Subagreements for Services					
5100 - SpEd Consultants and Vendors Subagreements for Service	67,231	50,404	(16,827)	(25.0) %	
Total 5100 Subagreements for Services	67,231	50,404	(16,827)	(25.0) %	This change is due to consultants providing essential SPED services due to unfilled positions.
5200 Travel and Conferences					
5200 - Travel & Conferences	40,785	27,534	(13,250)	(32.5) %	
5210 - Mileage Reimbursements	65	22	(43)	(65.8) %	
5220 - Travel & Lodging	90	86	(4)	(4.7) %	
5225 - Travel & Conferences Meals	818	514	(303)	(37.1) %	
Total 5200 Travel and Conferences	41,757	28,157	(13,601)	(32.6) %	The change is due to reclassification of certain expenses to object 5800 for better alignment according to the California School Accounting Manual (CSAM).
5300 Dues and Memberships					
5300 - Dues & Memberships	11,608	10,084	(1,523)	(13.1) %	
Total 5300 Dues and Memberships	11,608	10,084	(1,523)	(13.1) %	The change is due to the realignment of expenses based on site-specific revenue allocation.
5400 Insurance					
5400 - Insurance	14,599	11,429	(3,169)	(21.7) %	The change is due to expense recognition based on the subscription term.
Total 5400 Insurance	14,599	11,429	(3,169)	(21.7) %	
5500 Operations and Housekeeping Services					
5510 - Utilities (General)	5,200	3,770	(1,430)	(27.5) %	The change is due to utilities being overestimated.
Total 5500 Operations and Housekeeping Services	5,200	3,770	(1,430)	(27.5) %	



Unaudited Actuals 2023-24

Detail & Comparison with Estimated Actuals

Sage Oak Charter School- South

P&L as of 06/30/2024	Estimated Actual	Unaudited Actual	\$ Change	% Change	Notes
5600 Rents, Leases, Repairs, and Noncap. Improvements					
5610 - Facility Rents & Leases	41,256	39,623	(1,633)	(4.0) %	The FASB accounting standards require recognizing most leases as assets and liabilities, changing expenses by using the straight-line method to allocate costs over the lease term, instead of actual payments. The change is due to the realignment of expenses based on site-specific revenue allocation.
5612 - Testing Site	6,007	3,175	(2,831)	(47.1) %	
5620 - Equipment Leases	533	475	(58)	(10.9) %	
Total 5600 Rents, Leases, Repairs, and Noncap. Improvements	47,796	43,274	(4,522)	(9.5) %	
5800 Professional/Consulting Services and Operating Expend.					
5800 - Professional Services - Non-instructional	19,461	18,962	(499)	(2.6) %	
5810 - Legal	14,024	11,473	(2,551)	(18.2) %	The change is due to overestimation at EA.
5820 - Audit & CPA	4,654	4,003	(651)	(14.0) %	The change is due to required out-of-scope audit work.
5840 - Advertising & Recruitment	6,677	6,605	(72)	(1.1) %	
5850 - Oversight Fees	49,063	47,071	(1,992)	(4.1) %	
5860 - Service Fees	21,228	13,200	(8,028)	(37.8) %	The change is due to an adjustment for the SELPA fees, which was directly deducted from revenue.
5863 - Professional Development	21,486	40,951	19,465	90.6 %	The change is due to expanded offering to professional development and training for staff.
5870 - Livescan Fingerprinting	153	138	(15)	(9.6) %	
5877 - Lending Library	1,003	846	(157)	(15.7) %	
5878 - Student Assessment	3,484	2,654	(829)	(23.8) %	
5880 - Instructional Vendors & Consultants	0	50	50	100.0 %	The change is due to the reimbursement of legal fees.
5881 - Instructional Funds - Services	417,992	534,390	116,398	27.8 %	The change is due to students using more instructional funds for services rather than materials.
5883 - Outside Consultant and Services	311	237	(74)	(23.8) %	
5887 - Student Service Technology	77,012	43,937	(33,075)	(42.9) %	The change is due to fewer technology purchases than projected.
Total 5800 Professional/Consulting Services and Operating Expend.	636,547	724,516	87,970	13.8 %	
5900 Communications					
5930 - Postage	12,269	9,475	(2,794)	(22.8) %	The change is due to lower shipping volume.
5940 - Technology Services	57,800	47,648	(10,151)	(17.6) %	The change is due to the realignment of expenses based on site-specific revenue allocation.
Total 5900 Communications	70,069	57,123	(12,945)	(18.5) %	
Total 5100-5999 Services & Other Operating Expenditures	894,806	928,758	33,952	3.8 %	
6100-6999 Capital Outlay					
Capital Expenditures					
6900 - Building & Bldg. Improvements	3,828	0	(3,828)	(100.0) %	
6901 - Depreciation Expense-Leasehold Improvements	12,743	14,715	1,971	15.5 %	
Total Capital Expenditures	16,572	14,715	(1,857)	(11.2) %	The FASB accounting standards require recognizing most leases as assets and liabilities, changing expenses by using the straight-line method to allocate costs over the lease term, instead of actual payments.
Total 6100-6999 Capital Outlay	16,572	14,715	(1,857)	(11.2) %	
7100-7499 Other Outgo					
Other Outgoing					
7438 - Interest Expense	1,002	1,002	0	0.0 %	
Total Other Outgoing	1,002	1,002	0	0.0 %	
Total 7100-7499 Other Outgo	1,002	1,002	0	0.0 %	
Total Expenditures	5,504,052	5,474,801	(29,250)	(0.5) %	
Operating Income/(Loss)	674,826	995,007	320,182	47.4 %	
Net Assets					
Net Assets					
9791 - Beginning Fund Balance	2,845,319	2,871,610	26,291	0.9 %	
9793 - Audit Adjustments	66,962	40,671	(26,291)	(39.3) %	
Total Net Assets	2,912,281	2,912,281	0	0.0 %	
Change In Net Assets	674,826	995,007	320,182	47.4 %	
Total Net Assets	3,587,107	3,907,288	320,182	8.9 %	

UNAUDITED ACTUALS 2023-24



SAGE OAK

CHARTER SCHOOLS

Habib Tahmas, CPA
Sr. Director of Fiscal Services

Powered by BoardOnTrack

Unaudited Actuals 2023-24



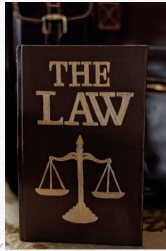
The Requirement

Summary of Financial Information

Next Steps



Unaudited Actuals 2023-24



California Education Code Section 42100:

On or before September 15, each charter school shall approve, in a format prescribed by the Superintendent of Public Instruction, an annual statement of all receipts and expenditures of the charter school for the preceding fiscal year and shall file the statement with the entity that approved the charter school.



Unaudited Actuals 2023-24

(In Millions)	Sage Oak Helendale	Sage Oak Keppel	Sage Oak South	Consolidated Totals
Revenues	\$ 46.4	\$ 5.5	\$ 6.5	\$ 58.4
Expenditures	\$ 42.7	\$ 4.7	\$ 5.5	\$ 52.9
Net Operating Income	\$ 3.7	\$ 0.8	\$ 1.0	\$ 5.5

Fund Balances/Reserves	\$ 17.8	\$ 2.7	\$ 3.9	\$ 24.4
Reserves as a % of Exp.	41.7%	57.4%	70.9%	46.1%

SOCS-Helendale SOCS-Keppel SOCS-South

Target Reserves

35%

45%

45%



Unaudited Actuals 2023-24

Next Steps:

Audit of the Board approved 2023-24 Unaudited Actuals.

Issuance of the Audited Financial Statements by Sage Oak's auditors (CliftonLarsonAllen, LLP) by December 15, 2024.

The audited financials and auditor's report will then be presented to the board for review and approval at the December board meeting.

Unaudited Actuals 2023-24



Coversheet

(Action) Approval of 2024–2025 Consolidated Application and Reporting System (CARS) Spring Release

Section: XIII. Business Services

Item: B. (Action) Approval of 2024–2025 Consolidated Application and Reporting System (CARS) Spring Release

Purpose: Vote

Submitted by:

Related Material:

CARS 2024-2025 Application and Certifications_Sage Oak Charter School #1885_9.12.2024.pdf

CARS 2024-2025 Application and Certifications_Sage Oak Charter School - Keppel #1886_9.12.2024.pdf

CARS 2024-2025 Application and Certifications_Sage Oak Charter School - South #2051_9.12.2024.pdf

BACKGROUND:

Sage Oak Charter Schools is requesting the Board approve the 2024-2025 Data Collections for submission to the Consolidated Application and Reporting System (CARS). The data collection includes Certification of Assurances, Protected Prayer Certification, LCAP Federal Addendum Certification, Application for Funding, and Substitute System for Time Accounting.

RECOMMENDATION:

It is recommended the Board approve the 2024–2025 Consolidated Application and Reporting System (CARS) Spring Release as presented for Sage Oak Charter Schools, Helendale (#1885), Keppel (#1886), and Warner (#2051).

California Department of Education**Consolidated Application**

Sage Oak Charter (36 67736 0136069)

Status: Certified
Saved by: Tim OBrien
Date: 5/13/2024 9:23 AM**2024–25 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca24assurance.toc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Tim OBrien
Authorized Representative's Signature	
Authorized Representative's Title	Director, Business Services
Authorized Representative's Signature Date	05/13/2024

*****Warning*****

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Report Date:6/27/2024

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California Department of Education**Consolidated Application**

Sage Oak Charter (36 67736 0136069)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:25 AM**2024–25 Protected Prayer Certification**

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Tim OBrien
Authorized Representative's Title	Director, Business Services
Authorized Representative's Signature Date	05/13/2024
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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Report Date:6/27/2024

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California Department of Education**Consolidated Application**

Sage Oak Charter (36 67736 0136069)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:25 AM**2024–25 LCAP Federal Addendum Certification****CDE Program Contact:**Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter Enter the adoption date of the current LCAP	06/20/2024
Authorized Representative's Full Name	Tim OBrien
Authorized Representative's Title	Director, Business Services

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Report Date:6/27/2024

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California Department of Education**Consolidated Application**

Sage Oak Charter (36 67736 0136069)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:25 AM**2024–25 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

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Report Date:6/27/2024

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Sage Oak Charter (36 67736 0136069)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:25 AM**2024–25 Substitute System for Time Accounting**

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2024–25 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	There are no know deficiencies or known challenges with implementing a substitute system.

*****Warning*****

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Report Date:6/27/2024

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California Department of Education**Consolidated Application**

Sage Oak Charter School- Keppel (19 64642 0136127)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:22 AM**2024–25 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca24assurancestoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Tim OBrien
Authorized Representative's Signature	
Authorized Representative's Title	Director, Business Services
Authorized Representative's Signature Date	06/27/2024

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Report Date:6/27/2024

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Page 1 of 5

California Department of Education**Consolidated Application**

Sage Oak Charter School- Keppel (19 64642 0136127)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:22 AM**2024–25 Protected Prayer Certification**

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Tim OBrien
Authorized Representative's Title	Director, Business Services
Authorized Representative's Signature Date	05/13/2024
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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Report Date:6/27/2024

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California Department of Education**Consolidated Application**

Sage Oak Charter School- Keppel (19 64642 0136127)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:22 AM**2024–25 LCAP Federal Addendum Certification****CDE Program Contact:**Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233**Initial Application**

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District	
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	06/20/2024
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Tim OBrien
Authorized Representative's Title	Director, Business Services

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Report Date:6/27/2024

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California Department of Education**Consolidated Application**

Sage Oak Charter School- Keppel (19 64642 0136127)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:23 AM**2024–25 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

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Sage Oak Charter School- Keppel (19 64642 0136127)

Status: Certified

Saved by: Tim OBrien

Date: 6/27/2024 9:22 AM

2024–25 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2024–25 Request for authorization	Yes
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	There are no known deficiencies or known challenges with implementing a substitute system.

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Report Date:6/27/2024

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California Department of Education**Consolidated Application**

Sage Oak Charter School - South (37 75416 0139378)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:23 AM**2024–25 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca24assurance.toc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Tim OBrien
Authorized Representative's Signature	
Authorized Representative's Title	Director, Business Services
Authorized Representative's Signature Date	06/27/2024

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Report Date:6/27/2024

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Page 1 of 5

California Department of Education**Consolidated Application**

Sage Oak Charter School - South (37 75416 0139378)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:24 AM**2024–25 Protected Prayer Certification**

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

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The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Tim OBrien
Authorized Representative's Title	Director, Business Services
Authorized Representative's Signature Date	05/13/2024
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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Report Date:6/27/2024

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California Department of Education**Consolidated Application**

Sage Oak Charter School - South (37 75416 0139378)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:24 AM**2024–25 LCAP Federal Addendum Certification****CDE Program Contact:**Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233**Initial Application**

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Returning Application

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County Office of Education (COE) or District	
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
Direct Funded Charter	06/20/2024
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Tim OBrien
Authorized Representative's Title	Director, Business Services

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California Department of Education**Consolidated Application**

Sage Oak Charter School - South (37 75416 0139378)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:24 AM**2024–25 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

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By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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District English Learner Advisory Committee Review

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Application for Categorical Programs

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Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	No
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

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Sage Oak Charter School - South (37 75416 0139378)

Status: Certified
Saved by: Tim OBrien
Date: 6/27/2024 9:24 AM**2024–25 Substitute System for Time Accounting**

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

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2024–25 Request for authorization	Yes
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Report Date:6/27/2024

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