



TACMO Board Meeting - May 2023 Agenda

May 16th, 2023 6:30pm - 8:30pm PDT

Sycamore Valley Academy (Multi-Purpose Room) and Blue Oak Academy (Cafeteria)

<https://us02web.zoom.us/j/83778165355>

PUBLIC BOARD MEETING NOTICE

In order to ensure that members of the public are provided a meaningful opportunity to address the Board on non-agenda items or agenda items that are within the Board's jurisdiction, non-agenda items may be addressed at the public comment portion of the agenda and agenda items may be addressed at the time the matter is considered by the Board. During the evening, many of the Board members will be speaking on various subjects. It should be noted that each Board member expresses only his/her opinion and not the opinion of the entire Board. Teleconferencing may be used for all purposes in connection with any meeting. All votes taken during a teleconferenced meeting shall be by roll call.

If documents are distributed to Board members concerning an agenda item within 72 hours of a regular Board meeting, at the same time the documents will be made available for public inspection. Interested members of the public may request to see the same documents by emailing the Superintendent at dball@theacademiescharters.org and the complete packet will be shared electronically.

This meeting is held in an area accessible to the disabled. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings, call (559) 429-4351 forty-eight (48) hours in advance of the meeting. Persons who are in need of disability-related modification or accommodation in order to participate in the Board meeting may make a request to Donya Ball at PO Box 1189, Visalia, CA 93279 and (559) 429-4351. Such a request should be in writing if possible or may be made in person or by telephone. The request should specify the nature of the accommodation or modification requested, including any auxiliary aids or services requested, and the name, address, and telephone number of the person making the request.

1. OPENING BUSINESS

6:30pm

1.1. CALL PUBLIC SESSION TO ORDER

1.2. ADA ACCOMMODATIONS

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1.2.2 If documents are distributed to Board members concerning an agenda item within 72 hours of a regular Board meeting, at the same time the documents will be made available for public inspection. Interested members of the public may request to see the same documents by emailing the Superintendent (dball@theacademiescharters.org), and the complete packet will be shared electronically.

1.3. IDENTIFY CLOSED SESSION TOPICS OF DISCUSSION

1.4. PUBLIC COMMENT ON CLOSED SESSION TOPICS

1.4.1 General public comment on any closed session item will be heard. The Board may limit individual comments to no more than 3 minutes and individual topics to 20 minutes. Please begin your comments by stating your name.

1.5. ADJOURN TO CLOSED SESSION

2. CLOSED SESSION

- 2.1. PERSONNEL (Government Code § 54957). It is the intention of this governing body to meet in closed-session to consider public employee appointment/employment for the position of:
Instructional Aide**

3. REGULAR SESSION RECONVENED

- 3.1. CALL PUBLIC SESSION TO ORDER**
- 3.2. REPORT ACTION TAKEN IN CLOSED SESSION (if any)**
- 3.3. General public comment on any school related topic may be heard at this time. The Board asks that any public comment on an item listed on tonight's agenda be addressed at the time the item comes up for discussion by the Board. Pursuant to Board Policy, the Board may limit individual comments to no more than 3 minutes and individual topics to 20 minutes. Please begin your comments by stating your name.**

4. CONSENT AGENDA

4.1. ADMINISTRATIVE SERVICES

- 4.1.1 There are no Administrative Services items to discuss this evening.**

4.2. SUPERINTENDENT'S OFFICE

- 4.2.1 Approval of Minutes of the board meeting on April 18, 2023 (Enc. No. 1)**



[TACMO BOD 04182023 Meeting Minutes DRAFT.pdf](#)

**4.2.2 Approval of the April 2023 Check Register Report
(Enc. No. 2)**


 [TACMO April 2023 Combined Board Check Register.pdf](#)

4.2.3 Donation Recognition (Enc. No. 3)

 [Donations April 2023.pdf](#)

**4.2.4 Monthly Attendance Reports for BOA and SVA (Enc.
No. 4)**

 [Month 9 Attendance Report BOA.pdf](#)

 [Month 9 Attendance Report SVA.pdf](#)

5. PUBLIC RECOGNITION/PROCLAMATIONS/ACTION

**5.1. There are no Public Recognition/Proclamations items
to include this evening.**

6. PROGRAM UPDATE & BOARD DEVELOPMENT

Presentation/Public Hearing/Public Comment/Board Discussion

6.1. Program Update

**6.1.1 There are no Program Update items to include this
evening.**

6.2. Board Development

**6.2.1 2023 TACMO Board Self Evaluation Results (Enc.
No. 5)**

 [2023 Board Self Evaluation .pdf](#)

7. COMMUNITY REPORTS

Presentation/Public Hearing/Public Comment/Board Discussion

7.1. Board Member Report

7.2. Superintendent Report

**7.2.1 2023-2024 Budget & LCAP Development Timeline
(Enc. No. 6)**



7.2.2 Student phone use for 2023-24

7.3. Principal Report

7.3.1 Science Focus at Blue Oak Academy

7.3.2 Science Focus at Sycamore Valley Academy

7.4. Operations Director Report

7.4.1 BOA & SVA Charter Renewal Update & Timeline

7.4.2 TACMO Wellness Committee

7.5. Teacher Representative Report

8. ADMINISTRATIVE PANEL RECOMMENDATIONS/ACTIONS
Review/Public Hearing/Public Input/Board Discussion/ACTION (as applicable)

8.1. There are no Administrative Panel items to discuss this evening.

9. GENERAL AGENDA

Review/Public Hearing/Public Input/Board Discussion/ACTION (as applicable)

9.1. Monthly Financials & Draft 2023-24 Budget (Enc. No. 7)
ACTION

9.2. First Amendment to the Blue Oak Academy Facilities Use Agreement (Enc. No. 8)-ACTION



[FUA Enclosure 1.pdf](#)



[FUA Enclosure 2.pdf](#)

9.3. Presence Learning Agreement for SLP & OT Services 2023-24 (Enc. No. 9)-ACTION



[The Academies CA & Presence-23-24 Service Order.pdf](#)

9.4. VUSD TACMO Agreement for Nutritional Services 2023-24 (Enc. No. 10) ACTION



[2023-24 VUSD TACMO Nutritional Services Agreement.pdf](#)

10. ADJOURNMENT

10.1. Request for future Board Agenda items

10.2. The next The Academies CMO board meeting: June 5, 2023 at 6:30 PM.

END
8:30pm



TACMO BOARD MEETING

APRIL 2023

Minutes



TUES APRIL 18TH, 2023

6:30 PM – 8:30 PM PDT

Sycamore Valley Academy (Multi-Purpose Room) and Blue Oak Academy (Room 17)

In Attendance:

Erin Andersen, Donya Ball, Ed.D., Cristina Gutierrez, Corey Morse, Stacey Nelson, Michelle Phillips, Harold Rollin, Dana Stinson

1. OPENING BUSINESS

Others in attendance: Cristina Johnson, Amita Parikh, Parents

1. CALL PUBLIC SESSION TO ORDER

Rollin called the meeting to order at 6:30 PM.

2. ADA ACCOMMODATIONS

1. This meeting is held in an area accessible to the disabled. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings, call (559) 429-4351 at CMO Home Office forty-eight (48) hours in advance of the meeting. Persons who are in need of disability-related modification or accommodation in order to participate in the Board meeting may make a request to Donya Ball at PO Box 1189, Visalia, CA 93279 or (559) 429-4351. Such a request should be in writing if possible or may be made in person or by telephone. The request should specify the nature of the accommodation or modification requested, including any auxiliary aids or services requested, and the name, address, and telephone number of the person making the request.
2. If documents are distributed to Board members concerning an agenda item within 72 hours of a regular Board meeting, at the same time the documents will be made available for public inspection. Interested members of the public may request to see the same documents by emailing the Superintendent (dball@theacademiescharters.org), and the complete packet will be shared electronically.

3. IDENTIFY CLOSED SESSION TOPICS OF DISCUSSION

There were no closed session topics this evening.

4. PUBLIC COMMENT ON CLOSED SESSION TOPICS

1. General public comment on any closed session item will be heard. The Board may limit individual comments to no more than 3 minutes and individual topics to 20 minutes. Please begin your comments by stating your name.

5. ADJOURN TO CLOSED SESSION

2. CLOSED SESSION

1. There are no Closed Session items to include this evening.

3. REGULAR SESSION RECONVENED

1. CALL PUBLIC SESSION TO ORDER

2. REPORT ACTION TAKEN IN CLOSED SESSION (if any)

There were no closed session topics this evening.

3. General public comment on any school related topic may be heard at this time. The Board asks that any public comment on an item listed on tonight's agenda be addressed at the time the item comes up for discussion by the Board. Pursuant to Board Policy, the Board may limit individual comments to no more than 3 minutes and individual topics to 20 minutes. Please begin your comments by stating your name.

There was no public comment this evening.

4. CONSENT AGENDA

Rollin called for any items on the Consent Agenda to be removed; none were removed. Items 4.1 and 4.2 were deemed approved by general consent.

1. ADMINISTRATIVE SERVICES

1. There are no Administrative Services items to discuss this evening.

2. SUPERINTENDENT'S OFFICE

1. Approval of Minutes of the board meeting on March 21, 2023 (Enc. No. 1)

2. Approval of the March 2023 Check Register Report (Enc. No. 2)

3. Donation Recognition (Enc. No. 3)

4. Monthly Attendance Reports for BOA and SVA (Enc. No. 4)

5. PUBLIC RECOGNITION/PROCLAMATIONS/ACTION

1. There are no Public Recognition/Proclamations items to include this evening.

6. PROGRAM UPDATE & BOARD DEVELOPMENT

Presentation/Public Hearing/Public Comment/Board Discussion

1. Program Update

1. There are no Program Update items to include this evening.

2. Board Development

1. There are no Board Development items to include this evening.

7. COMMUNITY REPORTS

Presentation/Public Hearing/Public Comment/Board Discussion

1. Board Member Report

Phillips: None

Gutierrez: None

Andersen: Recognized the Donation Recognition Letter and expressed gratitude toward Cristina Johnson as a long-time donator.

Rollin: Also recognized and expressed gratitude toward Cristina Johnson for her long-time donations. Thanked staff and faculty for all that they do for our schools.

2. Superintendent Report

1. 2023-24 Local Control Accountability Plan Expenditures (Enc. No. 5)

Dr. Ball reported we are in the process of budget development for the 2023-24 school year. Some highlighted new possible expenditures included: expanded TK, i-Ready, music teachers for both sites, the possibility of hiring a School Psychologist Intern, mass communication tool for absences, and professional development.

2. Enrollment Update for 2023-24 (Enc. No. 6)

Dr. Ball reported 2023-24 enrollment is looking healthy.

3. Transportation Update for 2023-24 for Blue Oak Academy

Dr. Ball reported that VUSD has contacted us and will not be able to provide daily transportation services for Blue Oak Academy during the 2023-24 school year. Dr. Ball is reaching out to nearby districts and will provide an update at a later date.

3. Principal Report

1. Classroom acceleration/extension opportunities for gifted learners at Blue Oak Academy

Stinson presented several ways teachers are able to provide acceleration/extension opportunities for gifted learners including: building on student strengths, focus on patterns prompt, puzzlers, small groups challenges, and continued professional development over the summer.

2. Classroom acceleration/extension opportunities for gifted learners at Sycamore Valley Academy

Morse presented several ways teachers are able to provide acceleration/extension opportunities for gifted learners including: focus on writing, patterns, ILP goals becoming more individualized, social & emotional needs and support, and continued professional development over the summer.

4. Operations Director Report

There was no Operations Director Report this evening.

5. Teacher Representative Report

Johnson presented the board and attendees with a handout highlighting all of the Project-Based Learning activities for each grade at both school sites. The handout described the driving questions students are encouraged to answer along with entry events, culminating events with a public audience, related field trip (if applicable), and related service learning (if applicable).

Gutierrez expressed gratitude for the handout and for Johnson's hard work.

8. ADMINISTRATIVE PANEL RECOMMENDATIONS/ACTIONS

Review/Public Hearing/Public Input/Board Discussion/ACTION (as applicable)

1. There are no Administrative Panel items to discuss this evening.

9. GENERAL AGENDA

Review/Public Hearing/Public Input/Board Discussion/ACTION (as applicable)

1. Monthly Financials Presentation for February and March 2023 (Enc. No. 7) ACTION

Amita Parikh of EdTec presented the monthly financials and reported a healthy forecast. There has been a big improvement in Special Education funding. Anderson moved to approve the Monthly Financials Presentation for February and March 2023. Gutierrez seconded; Approved 4-0.

2. Form 990 Income Tax Return for Year Ended June 30, 2022 (Enc. No. 8)

Dr. Ball reported that EdTec has reviewed this form. No action is needed.

10. ADJOURNMENT

1. Request for future Board Agenda items
2. The next The Academies CMO board meeting: May 16, 2023 at 6:30 PM.
Rollin adjourned the meeting at 7:17 PM.

Combined Board Check Register



School: TACMO
Month: April 2023

					Total Paid By Check:	\$ 151,785.04
					Total Paid By Credit Card:	\$ 3,958.67

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7560	Melissa Hulsey	4/6/2023	Bill #M-1A--BeyondSST Training		\$ 500.00
Check	7561	American Fidelity Assurance	4/6/2023	Bill #D559077--02/01 - 02/28/23 Flex Plan Liability Coverage		\$ 4,768.24
Check	7562	Stage Accents	4/6/2023	Bill #446505--Art & Music Supplies		\$ 269.00
Check	7563	ODP Business Solutions, LLC	4/6/2023	Bill #300319684001--Supplies Bill #300246576001--Supplies Bill #295077926001--Supplies Bill #300264048001--Supplies Bill #295794020001--Supplies Bill #300847346001--Supplies Bill #295210422001--Supplies Bill #303658012001--Supplies Bill #295253979001--Supplies Bill #295253973001--Supplies Bill #292196906001--Supplies		\$ 1,524.91
Check	7564	Tulare County Superintendent of Schools	4/6/2023	Bill #232240--22-23 The Academies RN Contract - 3rd Qtr		\$ 9,342.73
Check	7565	Cline's Business Equipment, Inc.	4/6/2023	Bill #212568--Del Install 1 Staple Cart Bill #208232--Contract Usage charge: 11/01 - 11/30/22 Bill #214525--Contract Usage charge: 02/22 - 03/21/23 Bill #212715--Contract Usage charge: 01/22 - 02/21/23 Bill #209504--Standard Min Charge Bill #210994--Contract Usage charge: 12/22/22 - 01/21/23 Bill #212691--Standard Min Charge		\$ 2,810.73
Check	7566	American Fidelity Assurance	4/6/2023	Bill #2100166A--09/30/2023 Flex Plan Liability Coverage		\$ 440.84
Check	7567	Amazon Capital Services	4/6/2023	Bill #1QV7-C3CH-46XT--Supplies Bill #1NLY-Q7RC-49LG--Supplies		\$ 241.93

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7568	Dana Stinson	4/6/2023	Bill #032323--Reimb: Promotional BOA Bags & Mileage		\$ 597.74
Check	7569	Staci Soares	4/6/2023	Bill #032123--Reimb: Meals & Mileage		\$ 941.93
Check	7570	Gina Ananian	4/6/2023	Bill #031523--Reimb: Potable basketball Hoop Pump hose for Puddles		\$ 282.77
Check	7571	Shannon McMahon	4/6/2023	Bill #022823A--Reimb: Mileage Bill #022823--Reimb: Mileage		\$ 175.00
Check	7572	Self-Insured Schools of California	4/6/2023	Bill #April 2023--Billing Period: April 2023		\$ 58,873.90
Check	7573	Cousin's Concert Attire	4/12/2023	Bill #680975--Materials & Supplies		\$ 139.00
Check	7574	Blick Art Materials	4/12/2023	Bill #495881--Art Supplies		\$ 33.34
Check	7575	ODP Business Solutions, LLC	4/12/2023	Bill #300173497001--Supplies Bill #300950470001--Supplies Bill #300752840001--Supplies Bill #300267877001--Supplies Bill #302266588001--Supplies Bill #301157408001--Supplies Bill #300262574001--Supplies Bill #301706898001--Supplies Bill #302259743001--Supplies Bill #300821314001--Supplies Bill #300787193001--Supplies Bill #301134587001--Supplies Bill #300220572001--Supplies		\$ 1,379.43
Check	7576	Burton School District	4/12/2023	Bill #230069--Training: The Gifted Guru Sessions		\$ 1,500.00
Check	7577	Cline's Business Equipment, Inc.	4/12/2023	Bill #214590--IT Service Bill #213229--Contract Usage charge: 02/01 - 02/28/23		\$ 140.81
Check	7578	Amazon Capital Services	4/12/2023	Bill #1RML-VGRD-1HVJ--Supplies Bill #1YXP-QDV9-X4NM--Supplies Bill #1MJG-KX3N-LGRH--Supplies		\$ 141.14
Check	7579	Waste Management/USA Waste	4/12/2023	Bill #4697285-0165-8--Waste Svc: April 2023		\$ 709.98
Check	7580	Tulare County Superintendent of Schools	4/12/2023	Bill #232169--Essential Office Techonology; Series 5; 03/14/23		\$ 100.00
Check	7581	Visalia Unified School District	4/12/2023	Bill #1866--Transportation Charges Bill #1892--Transportation Charges: March 2023		\$ 10,820.38
Check	7582	Class Creator	4/17/2023	Bill #INV-CC1862a--Multi -year renewal of software Subscription due by 04/05/23		\$ 1,660.50

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7583	Parsec Education	4/17/2023	Bill #20230045--Re-Defining Student Success: 04/26/23 Bill #20230046--Re-Defining Student Success: 04/26/23		\$ 150.00
Check	7584	Southern California Edison	4/17/2023	Bill #032923--Electricity Charges: 02/28 - 03/28/23		\$ 20.90
Check	7585	Nash Limited Partnership	4/25/2023	Bill #May 2023--Home Office Monthly Rent - May 2023		\$ 900.00
Check	7586	PresenceLearning, Inc.	4/25/2023	Bill #INV59425--SLP Svcs: Annual Student Administrative Fee Direct services Documentation & planning		\$ 12,490.33
Check	7587	School Outfitters, LLC	4/25/2023	Bill #INV13957805--Transport Series Double-Door Mobile Storage Cabinet Bill #INV13957316--Transport Series Double-Door Mobile Storage Cabinet		\$ 9,853.19
Check	7588	Steve Weiss Music Inc.	4/25/2023	Bill #INV1201205.1--Music Materials & Supplies		\$ 131.47
Check	7589	New Management, Inc.	4/25/2023	Bill #7106--Lock Blok		\$ 322.25
Check	7590	Fresno Chaffee Zoo	4/25/2023	Bill #5861--Self Guided Trip Child OFC: 11/09/22 Bill #5860--Self Guided Trip Child OFC: 11/09/22		\$ 403.00
Check	7591	Blick Art Materials	4/25/2023	Bill #577236--Art Supplies		\$ 2,525.88
Check	7592	Waste Management/USA Waste	4/25/2023	Bill #4681997-0165-6--Waste Svc: March 2023		\$ 819.26
Check	7593	Bloomz, Inc.	4/25/2023	Bill #4067--Schools Premium: 08/01/2022 - 07/31/2023		\$ 3,303.37
Check	7594	Law Offices of Young, Minney & Corr, LLP	4/25/2023	Bill #4056--Legal Svcs thru: 03/28/23		\$ 2,943.50
Check	7595	ODP Business Solutions, LLC	4/25/2023	Bill #302116062001--Supplies Bill #303607023001--Supplies Bill #303291483001--Supplies Bill #301845192001--Supplies Bill #303294388001--Supplies Bill #303294387001--Supplies Bill #301685983001--Supplies Bill #303442004001--Supplies		\$ 802.29

Payment Type	Check #/CC Account	Vendor	Transaction Date	Description	Void	Amount
Check	7596	Cline's Business Equipment, Inc.	4/25/2023	Bill #215508--Del Install 1 Staple Cart Bill #214305--Contract Usage charge: 02/12 - 03/11/23 Bill #214994--Contract Usage charge: 03/01 - 03/31/23 Bill #214993--Contract Usage charge: 03/01 - 03/31/23 Bill #215059--Contract Usage charge: 03/01 - 03/31/23		\$ 3,889.96
Check	7597	EPS Operations, LLC	4/25/2023	Bill #208900001551--Materials & Supplies		\$ 135.27
Check	7598	Amazon Capital Services	4/25/2023	Bill #1WFW-LYN9-6LM1--Supplies Bill #1D1Q-FPV4-7M4T--Supplies Bill #1T7G-CW9F-6HGY--Supplies Bill #1XKT-4CM7-6LHV--Supplies Bill #1P9G-JT3L-6JFV--Supplies		\$ 352.63
Check	7599	CALSTRS	4/25/2023	Bill #175200--Monthly Administration Fees: February & March 2023		\$ 30.00
Check	7600	Foundation for Educational Administration	4/25/2023	Bill #138445--ACSA - Payroll Period: 04/01 - 04/30/23		\$ 476.49
Check	7601	Applied Life Dynamics	4/25/2023	Bill #108--Consultation as Director of Special Education		\$ 450.00
Check	7602	B.Tolpezninkas, Educational Consulting	4/25/2023	Bill #080422--Designated & Intergrated ELD. Professional Development: 08/04/22 - 03/17/23		\$ 7,000.00
Check	7603	Stacey Nelson	4/25/2023	Bill #041323--Reimb: Mileage		\$ 124.45
Check	7604	Krystal Eastman	4/25/2023	Bill #033123--Reimb: Mileage		\$ 76.64
Check	7605	Virginia Lovci	4/25/2023	Bill #033123--Reimb: Mileage		\$ 99.23
Check	DB040323	LEAF	4/3/2023	DB040323 - LEAF Capital Funding, LLC (Contract 100-6755091-001) - Copier monthly service		\$ 322.73
Check	DB040523	Samantha Bowman	4/5/2023	DB040523 - Bowman, Samantha - Weekly cleaning service for TACMO office		\$ 50.00
Check	DB041723	Cardmember Service	4/17/2023	DB041723 - Central Valley Community Bank (CVCB) Visa 8054 - April 2023 credit card statement		\$ 3,933.00
Check	DB041923	LEAF	4/19/2023	DB041923 - LEAF Capital Funding, LLC (Contract# 100-4730169-002) - Copier monthly service		\$ 172.90
Check	DB041923A	Samantha Bowman	4/19/2023	DB041923A - Bowman, Samantha - Weekly cleaning service for TACMO office		\$ 50.00
Check	DB042423	Employers Insurance	4/24/2023	DB042423 - Worker's Comp April 2023 payroll premium & charges - see notification attached.		\$ 2,512.00
Check	DB042523	Samantha Bowman	4/25/2023	DB042523 - Weekly cleaning service for TACMO office		\$ 50.00

Note: Multiple expenses or "Itemized/Invoice Amounts" may be paid by one check. The total "Check Amount" will appear for each "Itemized/Invoice Amount" paid by the check.



Thank you so much for your donation!

Gifts like yours help us further our mission and ensure the vitality of this exciting educational option in our community. On behalf of the entire team of founders, The Academies Board of Directors, and our students, who are the beneficiaries of your generosity, we extend our warm thanks for your support.

DONOR'S NAME: Cristina Johnson

AMOUNT DONATED: \$20.00

No goods or services were provided in return for this gift.

Received by _____ April 2, 2023
Dr. Donya Ball, Superintendent

The Academies Charter Management Organization Tax ID #: 37-1638700

The mission of our schools is to provide a rich, meaningful education in a nurturing environment, where students are continually challenged and their natural curiosity, creativity, and talents can thrive. Our school is a collaborative community of educators and families working together to help our students grow into virtuous, courageous, and intelligent citizens, equipped with a love of learning and a love of life, and eager to contribute to a better world.

The Academies charter schools model transformative change in education by elevating expectations of learning and growth. With grit, tenacity, and empathy, we improve the world around us by embracing challenges as problem-solvers. We create an inclusive community with access to rigorous and enriching educational experiences that challenge and support individuals to achieve their personal best and realize new opportunities.

Attendance Summary By Grade

Blue Oak Academy Charter School
03/20/2023 to 04/14/2023 = 14 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Att'd	ADA	ADA %
0	66	0	0	0	66	924	0	0	53.00	871.00	62.21	94.26%
Subtotal	66	0	0	0	66	924	0	0	53.00	871.00	62.21	94.26%
1	43	0	0	1	42	602	0	4	28.00	570.00	40.71	95.32%
2	43	0	0	0	43	602	0	0	31.00	571.00	40.79	94.85%
3	42	0	0	0	42	588	0	0	19.00	569.00	40.64	96.77%
Subtotal	128	0	0	1	127	1792	0	4	78.00	1710.00	122.14	95.64%
5	44	0	0	0	44	616	0	0	10.00	606.00	43.29	98.38%
6	39	0	0	0	39	546	0	0	24.00	522.00	37.29	95.60%
Subtotal	83	0	0	0	83	1162	0	0	34.00	1128.00	80.58	97.07%
7	32	0	0	1	31	448	0	4	25.00	419.00	29.93	94.37%
Subtotal	32	0	0	1	31	448	0	4	25.00	419.00	29.93	94.37%
Grand Total	309	0	0	2	307	4326	0	8	190.00	4128.00	294.86	95.60%

To the best of my knowledge,
the above attendance information is correct.

Signed _____

Date 5/3/23

Report Calculations

((Carry Fwd + Gain - Mult. Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Absent) = Days Att'd

[Days Att'd / (Actual Days - Off Track - Days N/E)] X 100 = ADA%

[Note: Multiple gains are for students that entered more than one time during the report time span.]

Attendance Summary By Grade

Sycamore Valley Academy Charter School
03/20/2023 to 04/14/2023 = 14 school days

Grade Level	Carry Fwd	Gain	Mult Gain	Loss	Ending	Actual Days	OffTrack	Days N/E	Days Absent	Days Attd	ADA	ADA %
-3	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00%
-2	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00%
-1	0	0	0	0	0	0	0	0	0.00	0.00	0.00	0.00%
0	61	4	3	3	62	868	0	3	87.00	778.00	55.57	89.94%
Subtotal	61	4	3	3	62	868	0	3	87.00	778.00	55.57	89.94%
1	44	0	0	0	44	616	0	0	31.00	585.00	41.79	94.97%
2	43	1	0	0	44	616	0	11	26.00	579.00	41.36	95.70%
3	43	0	0	0	43	602	0	0	32.00	570.00	40.71	94.68%
Subtotal	130	1	0	0	131	1834	0	11	89.00	1734.00	123.86	95.12%
4	45	0	0	0	45	630	0	0	29.00	601.00	42.93	95.40%
5	42	1	0	0	43	602	0	5	37.00	560.00	40.00	93.80%
6	43	0	0	0	43	602	0	0	25.00	577.00	41.21	95.85%
Subtotal	130	1	0	0	131	1834	0	5	91.00	1738.00	124.14	95.02%
7	36	1	0	0	37	518	0	11	29.00	478.00	34.14	94.28%
8	31	0	0	0	31	434	0	0	14.00	420.00	30.00	96.77%
Subtotal	67	1	0	0	68	952	0	11	43.00	898.00	64.14	95.43%
Grand Total	388	7	3	3	392	5488	0	30	310.00	5148.00	367.71	94.32%

To the best of my knowledge,
the above attendance information is correct.

Signed Troy George
Date 5/3/23

Report Calculations

((Carry Fwd + Gain - Mult. Gain) X School Days) = Actual Days

Actual Days - (Off Track + Days N/E + Days Absent) = Days Attd

[Days Attd / (Actual Days - Off Track - Days N/E)] X 100 = ADA%

[Note: Multiple gains are for students that entered more than one time during the report time span.

Increase	No Change	Decrease	
TACMO Board of Directors Self Evaluation 2023			
Conditions of Effective Governance			Ranking
1. Board Unity			
1.1	The board is focused on achievement for all students.		(6) Almost Always, (1) Often
1.2	The board is committed to a common vision.		(7) Almost Always
1.3	The board stays focused on district priorities.		(7) Almost Always
1.4	The board works well together.		(7) Almost Always
1.5	The board commits the time to become informed.		(6) Almost Always, (1) Often
1.6	Individual board members do not undermine board decisions.		(7) Almost Always
2. Roles and Responsibilities			
2.1	Board members agree on the role and responsibilities of the board and the superintendent.		(7) Almost Always
2.2	Board members follow board agreements regarding speaking for the board.		(7) Almost Always
2.3	Board members keep confidential matters confidential.		(7) Almost Always
2.4	The board gives direction to the superintendent only at board meetings.		(7) Almost Always
2.5	Individual board members do not attempt to direct the superintendent.		(7) Almost Always
3. Board Culture			
3.1	The board treats the superintendent with respect.		(7) Almost Always
3.2	The board manages internal conflicts in a productive manner.		(7) Almost Always
3.3	Board members follow agreements on how they will act towards each other.		(7) Almost Always
3.4	Board members treat each other with respect.		(7) Almost Always
3.5	Board members demonstrate they understand other perspectives.		(7) Almost Always
3.6	Board members usually discuss questions about agenda items with the superintendent prior to the board meeting.		(5) Almost Always, (2) Often
	I have not experienced internal conflicts but we all work very well together and am sure we would be able to manage any conflicts that may arise.		
	When necessary, our Board always stay informed and communicates questions or concerns with the superintendent separately before board meetings.		
4. Board Operations			
4.1	The board governs within board-adopted policies, bylaws and protocols to manage board operations.		(7) Always
4.2	Board members receive timely information.		(7) Always
4.3	Board members receive adequate information.		(7) Almost Always
4.4	All board members receive the same information.		(7) Almost Always
4.5	Board members follow agreements about how to request clarifying or additional information about agenda items.		(7) Almost Always
4.6	Board members follow agreements on how to bring up new ideas.		(7) Almost Always
4.7	Board members follow agreements on how concerns from the community will be handled.		(7) Almost Always
5. Board Meetings			
5.1	The board agrees on the role of the board president in managing board meetings.		(7) Almost Always
5.2	Board meeting agendas reflect district priorities.		(7) Almost Always
5.3	Board members come to meetings prepared.		(7) Almost Always
5.4	The board effectively uses data in its decision-making.		(6) Almost Always, (1) Often
5.5	The board confines its meetings to a reasonable length of time.		(7) Almost Always
5.6	There is a good relationship between how long the board spends on an agenda item and the importance of the item.		(7) Almost Always
5.7	The board effectively manages community input at board meetings.		(7) Almost Always
6. Board Development			
6.1	The board agrees on the process for identifying officers.		(6) Almost Always, (1) Often
6.2	The board plans for the development and training of the board.		(3) Almost Always, (3) Often, (1) Not Sure
6.3	The board effectively orients new members.		(6) Almost Always, (1) Often
6.4	The board reviews its governance agreements regularly.		(4) Almost Always, (3) Often

<p>Our process for identifying officers is undefined, which could result in board members being unwilling to step into officer positions (specifically Board Chair) in the future.</p> <p>I haven't been involved in any specific board training. In my experience, orientation of new members is more of a learn along the way type of process, but the board and superintendent have always been available to answer any questions I've had along the way.</p> <p>I feel like we could benefit from at minimum one board workshop or team engagement activity to meet and discuss more long-term planning and goals for the charters.</p> <p>Recommended Next Step: Mid Year Work Study during the 23-24 School Year</p>

Board Responsibilities		Ranking
1. Settings Direction		
1.1	The board provides opportunity for community input when developing the district's mission, core beliefs and vision.	(7) Almost Always
1.2	The board adopts long-range priorities.	(7) Almost Always
1.3	The board uses the district's mission, core beliefs and vision to drive district performance.	(7) Almost Always
1.4	The board adopts clear and measurable indicators to assess district performance.	(7) Almost Always
2. Structure		
2.1	The board adopts a fiscally responsible budget aligned to the district's vision and goals.	(7) Almost Always
2.2	The board regularly monitors the fiscal health of the district.	(7) Almost Always
2.3	The board has an effective process to review, revise and adopt policies.	(7) Almost Always
2.4	The board establishes priorities for the district's collective bargaining process that support the district vision and goals.	(7) Almost Always, (2) Not Sure
	The board reviews and approves financials on a monthly basis. Our objective is always to support the district's vision and goals while maintaining fiscal responsibility.	
3. Support		
3.1	The board demonstrates commitment to district priorities and goals.	(7) Almost Always
3.2	The board demonstrates support for the superintendent in carrying out board directives.	(7) Almost Always
3.3	The board is represented at key district events.	(2) Almost Always, (5) Often
3.4	The board celebrates district accomplishments.	(6) Almost Always, (1) Often
	I see parent board members at their children's events, but we need to make a stronger effort in attending events beyond our kids; and have more of our community board members attend school events.	
	I think we always praise our staff and students for doing a good job, however, I'm not sure if we celebrate big charter accomplishments during board meetings. This could potentially be an area of improvement.	
4. Accountability		
4.1	The board monitors student progress against established benchmarks.	(7) Almost Always
4.2	The board monitors progress towards district goals based on established success indicators.	(7) Almost Always
4.3	The board monitors the implementation of the adopted budget.	(7) Almost Always
4.4	The board monitors the implementation of board policies.	(7) Almost Always
4.5	The board evaluates the performance of the board.	(7) Almost Always
4.6	The board evaluates the performance of the superintendent based on established expectations.	(7) Almost Always
5. Community Leadership		
5.1	The board uses cohesive messages to communicate district priorities, goals and needs.	(5) Almost Always, (2) Often
5.2	The board provides community leadership on educational issues.	(4) Almost Always, (2) Often, (1) Not Sure
5.3	The board pursues partnerships to support district efforts.	(4) Almost Always, (1) Often, (1) Less Often (1) Not Sure
5.4	The board advocates on behalf of students and public education at the local, state and federal levels.	(3) Almost Always, (2) Often, (1) Less Often, (1) Not Sure
5.5	The board informs the community on district priorities, progress, needs and opportunities for involvement.	(5) Almost Always, (1) Less Often, (1) Not Sure
	At the Board level, we could do a better job informing the community about charter schools.	
	Our superintendent is involved in legislative action happening and keep the board abreast of upcoming legislation that may affect our charter schools. I do understand that advocacy is done through our board president and vice president, however, I do not know what that is.	
	We have strong leaders and advocates on our board who do great things. I'm unsure of specifics related to this area and could be an area of opportunity to expand or to highlight going forward.	

THE ACADEMIES CHARTER MANAGEMENT ORGANIZATION
2023-2024

**BUDGET &
LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)
TIMELINE**

DATE	DESCRIPTION
July 18 & 19, 2022 (PM & AM) August 29 & 30, 2022 (PM & AM) September 28 & 29, 2022 (PM & AM) October 24 & 26, 2022 (PM & AM) December 5 & 6, 2022 (PM & AM) January 30 & 31, 2023 (PM & AM) February 27, 2023 (AM & PM) March 27 & 28, 2023 (PM & AM) April 24 & 25, 2023 (PM & AM) May 23 & 24, 2023 (PM & AM)	Monthly parent forums to provide organizational updates, receive stakeholder input, and answer questions PM @ 6:30 p.m. AM @ 9:00 a.m.
January 3-February 1, 2023	Parent, staff, and student completion of organizational climate survey
February 21, 2023- Board Meeting	Report on summary of 2023 survey data
March 16, 2023	23-24 budget priorities meeting with TACMO staff. Receive input.
April 18, 2023- Board Meeting April 24 & 25, 2023- Parent Forums	Report plans and potential goals to address eight (8) state priorities in the 23-24 LCAP
May 2, 2023	23-24 draft budget review with TACMO board treasurer, CMO admin, and site admin. Solicit feedback.
May 16, 2023- Board Meeting	23-24 draft budget review with TACMO board of directors. Solicit feedback.
June 5, 2023- Special Board Meeting	Public Hearing 23-24 LCAP and budget Stakeholder input regarding proposed expenditures.
June 12, 2023- Board Meeting	Approval of 23-24 LCAP and budget. Presentation of LCAP State Indicators.

FIRST AMENDMENT TO FACILITIES USE AGREEMENT

This First Amendment to the Facilities Use Agreement (“Amendment”) is entered into by and between Visalia Unified School District (“District”), and The Academies Charter Management Organization, a California non-profit public benefit corporation (“The Academies”). The Academies and District are collectively referred to herein as the “Parties.”

RECITALS

- A. WHEREAS, the District and charter schools are partners in the public education of students and it is the District’s intent to ensure that its facilities are shared equally with all of its students, including those students who attend charter schools housed in District facilities.
- B. WHEREAS, District is the owner of real property located at 28050 Rd 148 Visalia, CA 93292 (“Site”) which was formerly the Union school site.
- C. WHEREAS, The Academies operates Blue Oak Academy, a charter school duly formed and currently authorized by the Tulare County Office of Education beginning July 1, 2017 through June 30, 2024, under the Laws of the Charter Schools Act of 1992 (Educ. Code §§ 47600, *et seq.*) serving students in Kindergarten through Eighth Grade.
- D. WHEREAS, The Academies desires to use certain District facilities at the Site for its public charter school program.
- E. WHEREAS, Blue Oak Academy (“Charter School”) is entitled to use of District facilities in accordance with Education Code section 47614 and Title 5 of the California Code of Regulations section 11969, *et seq.*, adopted by the State Board of Education (“Proposition 39”), which among other things requires a written agreement regarding the allocating of facilities under Proposition 39.
- F. WHEREAS, on June 18, 2019 the Parties executed a Facilities Use Agreement (“Agreement”) for the purpose of providing a negotiated, long-term alternative facilities use agreement in lieu of facilities provided through the annual Proposition 39 process, which ends on June 30, 2047.
- G. WHEREAS, the Parties now desire to execute an amendment to the Agreement to reflect the Charter School’s request for additional space at the Site above and beyond the District’s obligations under Proposition 39.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and conditions of this First Amendment, the Parties hereby agree as follows.

1. Additional Space. Beginning in the 2023-2024 school year, the District shall provide use of 3 modular buildings identified as Exhibit A (“Additional Space”). The Charter School shall pay the Facilities Use Fee as set forth in the Agreement for the Additional Space. However, the Parties acknowledge the Additional Space is not Facilities for the purposes of the District’s obligations to provide reasonably equivalent facilities under Proposition 39. The Charter School acknowledges that the condition of the Additional Space may not be consistent with the condition of the Facilities presently or after modernization contemplated by the Agreement. Sections 1.2, 3.2, and 5.1 of the Agreement shall not apply to the Additional Space.
2. Miscellaneous.
 - 2.1 Ratification. The Parties hereby agree that, except as modified in this Amendment, the Agreement and all other exhibits thereto are ratified, affirmed and remain in full force and effect and are incorporated herein by this reference. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and the exhibits thereto, the terms of this Amendment shall control.
 - 2.2 Waiver. The waiver by either Party of any term, covenant or condition herein contained shall not be deemed to a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of any charge hereunder by District or payment of any charge by The Academies shall not be deemed to be a waiver of any preceding default by The Academies or District of any term, covenant or condition of this Agreement, other than the failure of The Academies to pay the particular charge so accepted, regardless of District’s knowledge of such preceding default at the time of the acceptance of such charge.
 - 2.3 Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply and bind the heirs, successors, executors, administrators and assigns of the parties hereto.
 - 2.4 Amendment. No provision of this Amendment may be amended or modified except by an agreement in writing signed by the parties hereto.
 - 2.5 Applicable Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.
 - 2.6 Severability. If any provision or any part of this Amendment is for any reason held to be invalid and or unenforceable or contrary to public policy, law, or statute and/or ordinance, the remainder of this Amendment shall not be affected thereby and shall remain valid and fully enforceable.
 - 2.7 Subject to Approval by Governing Board. This Amendment shall become effective upon ratification by the District’s Governing Board as well as The Academies’ Governing Board.

- 2.8 Execution in Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original of the Amendment. Electronic signature pages transmitted to other Parties to this Amendment shall be deemed equivalent to original signatures on counterparts.
- 2.9 Warranty of Authority. Each of the persons signing this Amendment represents and warrants that such person has been duly authorized to sign this Amendment of behalf of the party indicated, and each of the Parties by signing this Amendment warrants and represents that such party is legally authorized and entitled to enter into this Amendment.

The Academies Charter Management Organization

Visalia Unified School District

By: _____
Donya Ball

By: _____
Kirk Shrum

Date: _____

Date: _____

Exhibit A

Blue Oak Academy
School/Union
28050 Rd. 148
Visalia, CA. 93292
730-7422

Site No. 27

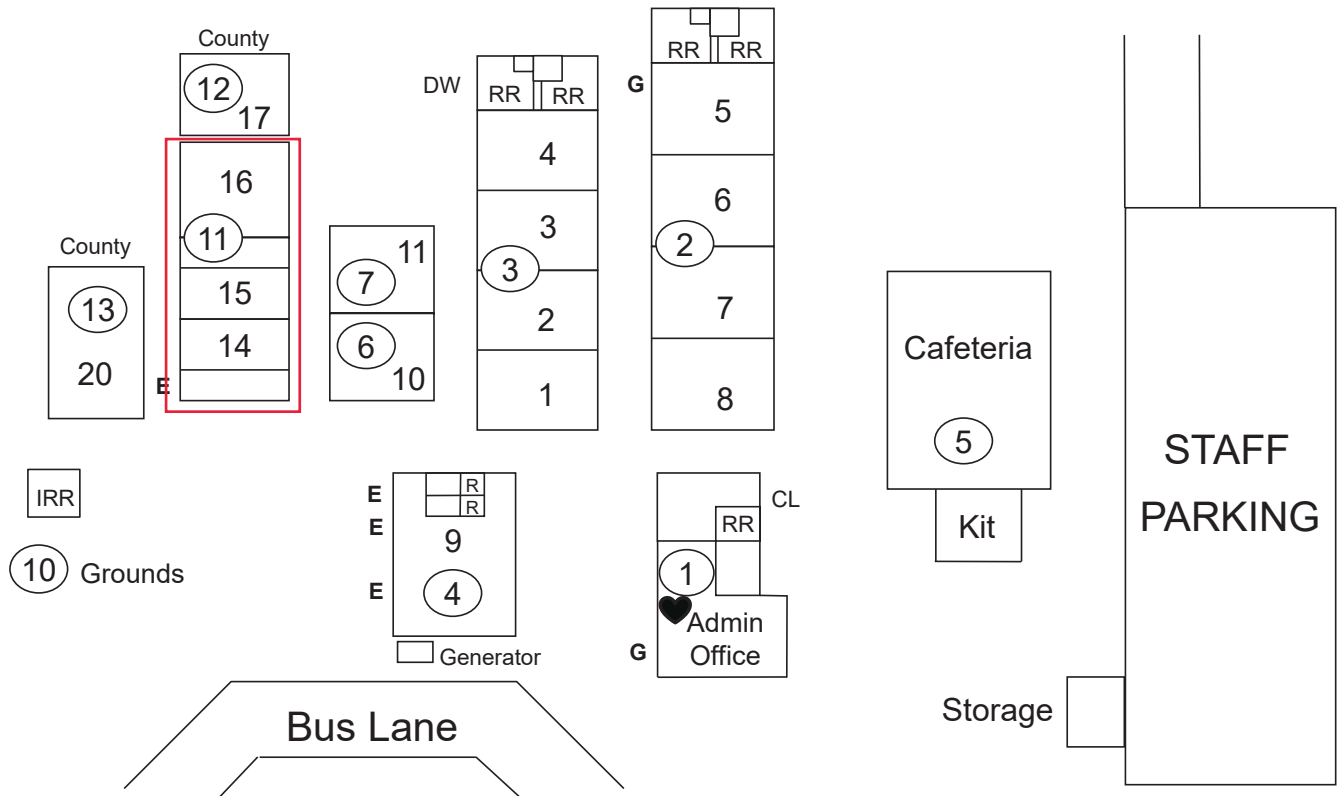


Play Area

S
P
T

Site Acres = 12.47

Bldg. Sq. Ft. Area = 26,575



Bldg. #	Square Footages	2022 - 2023 school year
Building 1	1334	1334
Building 2	5107	5107
Building 3	4387	4387
Building 4	1290	1290
Building 5	3090	3090
Building 6	960	960
Building 7	1320	1320
Bldg. 11	2520	
Building 12	960	960
Temp Relo 1	960	960
Temp Relo 2	960	960
Temp Relo 3	960	960
Temp Relo 4	960	960
Building 14	10125	
Total Square footage per year		22288

2023 - 2024 school year

1334
5107
4387
1290
3090
960
1320
2520
960

10125

31093

10125

Bldg. #	Square Footages	2022 - 2023 school year	2023 - 2024 school year
Building 1	1334	1334	1334
Building 2	5107	5107	5107
Building 3	4387	4387	4387
Building 4	1290	1290	1290
Building 5	3090	3090	3090
Building 6	960	960	960
Building 7	1320	1320	1320
Bldg. 11	2520		2520
Building 12	960	960	960
Temp Relo 1	960	960	
Temp Relo 2	960	960	
Temp Relo 3	960	960	
Temp Relo 4	960	960	
Building 14	10125		10125
Total Square footage per year		22288	31093
			10125



Service Order

LEA Name and Contact Information

Name: The Academies Charter Management Organization

Address: PO Box 1189, Visalia, CA 93279

LEA Primary Point of Contact

Name: Donya Ball

Email Address: dball@theacademiescharters.org

LEA Secondary Point of Contact

Name: Corey Morse

Email Address: cmorse@blueoakacademy.org

PresenceLearning Contact Information

Name: Jamie Halaby

Email Address: jamie.halaby@presencelearning.com



Service Order

This Service Order ("Service Order") is hereby attached and made part of the Agreement between PresenceLearning, Inc. ("Presence") and the undersigned Local Educational Agency ("LEA"). Capitalized terms not defined in this Service Order shall have the meaning set forth in the Agreement. To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern.

Weekly Dedicated Hours

Weekly Dedicated Hours:SLP Services	37	hours per week
Cost per hour: \$89.00		
Weekly Dedicated Hours:OT Services	6	hours per week
Cost per hour: \$89.00		
Weekly Dedicated Hours: N/A	-	hours per week
Cost per hour: -		

Order Term: 8/9/2023 - 6/3/2023

School Service Weeks: 36

Total Estimated Clinical Service Fees: \$123,301.00

Program Implementation Fee (one-time up-front): \$5,484.00

Service Coordination Fee:

(Invoiced monthly starting in 2nd month of the Service Order Term) **2.5 % of Monthly Clinical Services Fees**

Estimated Annual Service Coordination Fee: \$2,774.00

(For illustrative purposes only)

[continues on the next page]

1. SLP Assessments

Service	Price per Service
Screening by SLP	\$75.00
Bilingual Screening by SLP	\$125.00
Evaluation Coordination and Reporting by SLP	\$265.00
Evaluation Coordination and Reporting by Bilingual SLP	\$300.00
Review of Records by SLP	\$125.00
Articulation Standard Assessment by SLP	\$110.00
Auditory Processing Select Index by SLP	\$120.00
Classroom Observation by SLP	\$95.00
Early Childhood Language Assessment by SLP	\$165.00
Fluency Standard Assessment by SLP	\$150.00
Language Select Subtests by SLP	\$73.00
Language Standard Assessment by SLP	\$215.00
Pragmatic Language Standard Assessment by SLP	\$125.00
Phonological Process Analysis Select Subtests by SLP	\$63.00
Phonological Processing Assessment by SLP	\$110.00
Supplemental Speech- Language Screener by SLP	\$58.00
Spanish Language Standard Assessment by SLP	\$215.00
Spanish Language Select Subtests by SLP	\$90.00
Spanish Auditory Processing Select Subtests by SLP	\$122.00
Additional Bilingual Assessment Component by SLP	\$90.00
Spanish Articulation Measures (SAM) by SLP	\$85.00
Spanish Articulation Standard Assessment by SLP	\$100.00
Bilingual Evaluation: Special Considerations	\$33.00
AAC Evaluation: Special Considerations	\$33.00
AAC: Device Analysis	\$63.00
AAC: Device Trial	\$33.00
AAC: Feature Matching Trials	\$33.00
Desired Results Development Profile Component- DRDP (CA only)	\$125.00
Rating Scale Assessment by SLP	\$125.00
Speech-Language Sample by SLP	\$125.00
Additional Language Subtest by SLP	\$73.00
Extended Coordination by SLP	\$63.00
Language Difference vs. Disorder Analysis by SLP	\$94.00
Unplanned Student Absence SLP	\$50.00
Parent Interview by SLP	\$63.00
Student Interview by SLP	\$63.00
Teacher Interview by SLP	\$63.00
Results Meeting	\$125.00

2. OT Assessments

Service	Price per Service
Screening by OT	\$73.00
Evaluation Coordination and Reporting by OT	\$265.00
Review of Records by OT	\$124.00
Classroom Observation by OT	\$93.00
Standard School-Related-ADL Assessment by OT	\$97.00
Standard Sensory Processing Assessment by OT	\$30.00

Standard Motor Skills Assessment by OT	\$123.00
Standard Visual Perception Assessment by OT	\$97.00
Standard Preschool Assessment by OT	\$153.00
Additional Assessment Component by OT	\$73.00
Extended Coordination by OT	\$63.00
Informal Fine Motor Assessment by OT	\$80.00
Unplanned Student Absence OT	\$50.00
Parent Interview by OT	\$63.00
Student Interview by OT	\$63.00
Teacher Interview by OT	\$63.00
Results Meeting	\$124.00

3. BMH Assessments

Service	Price per Service
Screening by MHP/Ed Diag	\$172.00
Evaluation Coordination and Reporting by MHP/ Ed Diag	\$295.00
Review of Records by MHP/Ed Diag	\$279.00
Rating Scale Assessment by MHP/Ed Diag	\$217.00
Classroom Observation by MHP/ Ed Diag	\$162.00
Additional Assessment by MHP/Ed Diag	\$281.00
Additional Requested Meetings by MHP/Ed Diag	\$78.00
Additional Requested Paperwork by MHP/Ed Diag	\$78.00
Functional Behavior Assessment by MHP/Ed Diag	\$429.00
Intervention Data Analysis by MHP/Ed Diag	\$78.00
Parent Interview by MHP/Ed Diag	\$78.00
Student Interview by MHP/Ed Diag	\$78.00
Teacher Interview by MHP/Ed Diag	\$78.00
Results Meeting	\$160.00
Extended Coordination by MHP/Ed Diag	\$83.00
Unplanned Student Absence MHP/Ed Diag	\$75.00

4. Psychoeducational Assessments

Service	Price per Service
Evaluation Coordination and Reporting by MHP/ Ed Diag	\$295.00
Review of Records by MHP/Ed Diag	\$279.00
Cognitive Select Subtests	\$187.00
Processing Select Subtests by MHP/Ed Diag	\$201.00
Achievement Select Subtests	\$140.00
Rating Scale Assessment by MHP/Ed Diag	\$200.00
Classroom Observation by MHP/ Ed Diag	\$162.00
Achievement Standard Battery	\$279.00
Long Cognitive Battery	\$345.00
Additional Assessment by MHP/Ed Diag	\$311.00
Processing Standard Battery	\$361.00
Additional Requested Meetings by MHP/Ed Diag	\$78.00
Schoolwide Consultation	\$92.00 per hour

Short Cognitive Battery	\$181.00
Spanish Select Subtests by MHP/Ed Diag	\$320.00
Spanish Battery	\$408.00
Screening by MHP/Ed Diag	\$160.00
Additional Requested Paperwork by MHP/Ed Diag	\$78.00
Functional Behavior Assessment by MHP/ Ed Diag	\$429.00
Intervention Data Analysis by MHP/Ed Diag	\$78.00
Extended Coordination by MHP/Ed Diag	\$83.00
Results Meeting	\$135.00
Parent Interview by MHP/ Ed Diag	\$78.00
Student Interview by MHP/Ed Diag	\$78.00
Teacher Interview by MHP/Ed Diag	\$78.00
Unplanned Student Absence MHP/Ed Diag	\$75.00

Document Camera	\$90.00 (each)
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Assessments Commitment	12 SLP
Psychoeducational Assessment Commitment	N/A

Approved and Agreed:

PresenceLearning, Inc.	LEA The Academies Charter Management Org.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

RESET

Master Service Agreement

This Master Service Agreement (the “Agreement”) is entered into as of the date of the last signature set forth on the signature page attached hereto (“Effective Date”), by and between PresenceLearning, Inc., a Delaware corporation with a place of business located at 3739 Balboa St, Suite 1001 San Francisco, CA 94121 (“Presence”), and the undersigned Local Educational Agency (“LEA”). Each of Presence and LEA may individually be referred to as a “Party” and collectively referred to as the “Parties”.

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is for Presence to provide special education related services, including, if applicable, the assessments set forth on <https://presencelearning.com/school-and-district-customer-assessments/> (collectively, “Services”) Upon acceptance of a LEA student, LEA shall submit to Presence an Individual Services Agreement (“ISA”) as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge Presence’s obligation to provide all services specified in the student’s Individualized education plan (“IEP”). Provided that the LEA submits to Presence an ISA, the ISA shall be executed within ninety (90) days of an LEA student’s enrollment, and LEA and Presence shall enter into an ISA for each LEA student served by Presence. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic database for ISA developing including invoicing.

2. STRUCTURE OF THE AGREEMENT. This Agreement shall apply each time LEA engages with Presence for the provision of Services. The Services shall be described in service orders (each, a “Service Order”) and/or exhibits (each, an “Exhibit”), each of which shall reference this Agreement and, with respect to each Service Order, shall be executed by the Parties. Each Service Order and Exhibit entered into or delivered hereunder (each an “Incorporated Document”, and collectively, “Incorporated Documents”) may provide additional terms and conditions related to the Services. This Agreement and the Incorporated Documents are collectively referred to herein as the “Agreement”. In the event of a conflict between the terms of this Agreement and the terms of any Incorporated Document, the terms of the Agreement shall control; provided, however, that the Parties may in any Incorporated Document specifically (i.e., with reference to the Agreement) agree to: (a) exclude or except an otherwise controlling provision of this Agreement; (b) adopt a clause or provision to apply in lieu of an otherwise controlling provision of this Agreement; or (c) reference a governing external code, document, or standard that will apply in lieu of any otherwise controlling provision of this Agreement (or any Incorporated Document).

3. PRESENCE PLATFORM.

3.1 Platform and Support. All Services provided to LEA shall be delivered via Presence’s proprietary web-based application (together with any components, software, or related documentation, the “Platform”). The applicable license granted by Presence to LEA with respect to Platform usage will be as set forth in the applicable Service Order. As a web-based application the Platform requires certain equipment for optimal performance, see tech specifications (<https://www.presencelearning.com/tech-requirements/>). Presence will provide technical support on weekdays between the hours of 8:00AM and 8:00PM (Eastern time).

3.2 Platform Restrictions. LEA shall not for itself or through a third party (and shall ensure that its authorized users and students do not): (a) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (b) sublicense, rent,

lease, loan, assign, transfer, share, or resell the Platform; (c) make the Platform available to third parties; (d) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in this Agreement (including, without limitation, altering any notices of intellectual property or other proprietary rights); or (e) make copies of documentation contained within the Platform. If LEA breaches the terms of this Agreement or if LEA or any of its authorized users or students misuse the Platform or violate any laws with respect to the Platform, Presence may terminate or suspend LEA's and its authorized users' and students' access to the Platform and remove any material it deems offensive or in violation of this Section 3.2. Neither LEA or its student users and staff (collectively, "Authorized Users") may:

- (i) Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;
- (ii) Engage in behavior that violates any copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, or any other proprietary rights of any third party;
- (iii) Upload to the Platform and/or share any material that is unlawful, harmful, threatening, obscene, violent, abusive, tortious, defamatory, libelous, vulgar, lewd, profane, hateful, or otherwise objectionable, as determined in the sole discretion of Presence, or share any of materials that sexualizes minors or that is intended to, or could potentially, facilitate inappropriate interactions with minors, or other users;
- (iv) Impersonate any person or entity, or falsely state or otherwise misrepresent their affiliation with a person or entity;
- (v) Disrupt, interfere with, or inhibit any other user from using the Platform (such as stalking, intimidation, harassment, or incitement or promotion of violence or self-harm); or
- (vi) Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

4. CERTIFICATION. Presence is certified by the California Department of Education ("CDE") as a nonpublic, nonsectarian agency ("NPA"). All NPA services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each service provider's license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

5. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS. During the Term (as defined in Section 6 below), unless otherwise agreed, Presence shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations.

6. TERM OF THE AGREEMENT. The term of this Agreement shall be reflected on the Service Order ("Term") and shall be re-negotiated prior to June 30 of the then current school year in accordance with Title 5 California Code of Regulations section 3062(a).

7. INTEGRATION/CONTINUANCE OF THE AGREEMENT FOLLOWING EXPIRATION OR TERMINATION. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement

except as set forth in a Service Order. This Agreement may be amended only by written amendment executed by both parties.

8. INDIVIDUAL SERVICES AGREEMENT and IEP. LEA is to provide to Presence an ISA for each LEA student to whom Presence is to provide services. Presence shall provide the Services specified in the student's IEP for which Presence has been engaged to provide. In the event Presence is unable to provide a specific service which it agreed to provide at any time during the Term, Presence shall notify the LEA in writing within a commercially reasonable period. LEA shall provide Presence with a copy of the IEP of each LEA student served by Presence.

9. NOTICES. All notices provided for by this Agreement shall be in writing. Notices shall be mailed, delivered by hand, or emailed and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Service Order. All notices to Presence shall be sent to PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com.

10. MAINTENANCE OF RECORDS & CONFIDENTIALITY.

10.1 Maintenance of Records. Presence shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, "records" may include student records as defined by California Education Code section 49061(b) including electronically stored information. Presence shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. Presence shall maintain an access log for each LEA 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, and date/time of access for each individual requesting or receiving information from the LEA student's record. Such log need not record access to the LEA student's records by: (a) the LEA student's parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or Presence having a legitimate educational interest in requesting or receiving information from the record. Presence shall maintain copies of any written parental concerns granting access to student records. Presence shall, after notifying LEA, grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. Presence agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. For purposes of this Agreement, the term "parent" means any adult with legal authority to make educational decisions for the child.

10.2 Confidentiality. LEA understands that it may receive confidential and proprietary information relating to Presence's business ("Presence Confidential Information"). LEA agrees that the Presence Confidential Information is confidential and is the sole, exclusive and extremely valuable property of Presence. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that Presence shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose Presence Confidential Information or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify Presence promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit

Presence to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

11. 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.

12. SUCCESSORS IN INTEREST. This Agreement binds Presence's successors and assignees. Presence shall notify the LEA of any change of ownership or corporate control.

13. VENUE AND GOVERNING LAW. The laws of the State of California shall govern the terms and conditions of this Agreement with venue in San Francisco County.

14. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES. This Agreement may be modified or amended by the LEA, with mutual agreement of Presence, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the Presence thirty (30) days' notice of any such proposed 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.

15. TERMINATION. This Agreement shall continue until the end of the Term. This Agreement or any ISA may be terminated for cause upon either Party providing the other Party with twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). ISAs are void upon termination of this Agreement. Upon the expiration or termination of this Agreement for any reason, all amounts owed Presence under this Agreement or any applicable Service Order, which accrued before such termination or expiration will be immediately due and payable. If LEA terminates this Agreement prior to the expiration of the Term, other than for cause, it shall be considered a breach of this Agreement, and LEA shall pay a cancellation fee of (i), if the Service Order provides for a Weekly Dedicated Hours, a fee equal to the product of (x) eight (8) and (y) the Weekly Dedicated Hours or (ii), if the Service Order provides for Standard Hourly Service Fees, the product of (aa) \$750 and (bb) the number of students who have received Services the 60 days before termination ("Termination Liquidated Damages Amount") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section 15 are difficult to estimate on the effective date hereof and would be difficult for Presence to prove. The parties intend that LEA's payment of the Termination Liquidated Damages Amount would serve to compensate Presence for LEA's breach of its obligations under this Section 15, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

16. INSURANCE. Presence will provide LEA with a copy Certificate of Insurance that shows Presence's insurance limits in all respects. Presence's COI supersedes any other insurance requirements.

17. INDEPENDENT CONTRACTOR. Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and Presence shall provide all services under this Agreement 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 Agreement 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 subcontracted or assigned by Presence to perform any services for the LEA. If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of Presence, Presence may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. CONFLICTS OF INTEREST. Presence and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA 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 with Presence if the attorney or advocate is employed or contracted by the Presence, or will receive a benefit from the Presence or otherwise has a conflict of interest.

19. NON-DISCRIMINATION. Presence shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

20. FREE AND APPROPRIATE PUBLIC EDUCATION. LEA shall provide Presence with a copy of the IEP of each LEA student served by Presence. Presence shall make no charge of any kind to parents for the services being provided by Presence (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement).

21. PRIMARY SUPPORT PERSON. LEA agrees to ensure that an adult primary support person (a "PSP") will be present wherever the services are being delivered, provided, that, if the Services are being delivered in a school setting, LEA will ensure that the PSP shall have a signed authorization by the parent or legal guardian to authorize emergency services as requested. The duties and responsibilities of the PSP can be found at <https://presencelearning.com/welcome-primary-support-person/>.

22. CALENDARS. Presence shall be provided with a LEA-developed/approved calendar. Presence herein agrees to observe holidays as specified in the LEA-developed/approved calendar. Presence 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 IEP and ISA, Presence shall provide directly 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. Indirect services such as documentation may be provided outside of days or times in which school is in session.

23 DATA REPORTING. Upon LEA's request, Presence shall provide to LEA data related to student information and billing information concerning the Services provided pursuant to this Agreement. LEA may request that Presence utilize the Special Education Information System ("SEIS") or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide Presence with appropriate software, user training and proper internet permissions to allow adequate access of any systems LEA requests Presence to use.

24. MANDATED ATTENDANCE AT LEA MEETINGS. Presence, through an employee, agent and/or Clinical Staff may attend LEA mandated meetings concerning Services provided pursuant to this Agreement by phone or video conference, at Presence's sole discretion. LEA shall provide Presence with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

25. IEP TEAM MEETINGS. Presence, through an employee and/or Clinical Staff at its sole discretion, shall participate in all annual IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. Presence, through an employee and/or Clinical Staff at its sole discretion, may attend IEP team meetings by phone or by video conference. Presence 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 a billable service under this Agreement. It is understood that the Presence shall utilize the approved electronic IEP system of the LEA ("Approved System"), such as the SEIS for all IEP planning and progress reporting. LEA or the SELPA shall provide training for Presence to assure access to the Approved System. Presence shall maintain confidentiality of all IEP data on the Approved System and shall protect the password requirements of the system. When a student disenrolls or ceases receiving Services pursuant to this Agreement from Presence, Presence shall discontinue use of the Approved System for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP.

26. DUE PROCESS PROCEEDINGS. Presence, through an employee, agent, and/or Clinical Staff at its sole discretion, may participate in special education due process proceedings including mediations and hearings concerning Services provided pursuant to this Agreement, as may be requested by LEA. Presence, through an employee, agent, and/or Clinical Staff at its sole discretion, will make all commercially reasonable attempt to 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, concerning services provided pursuant to this Agreement.

27. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS. On written request by LEA, Presence shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning for which Presence is providing Services pursuant to this Agreement. A copy of any progress reports shall be maintained by Presence and shall be submitted to the LEA within 10 days of request. Presence shall provide 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 support plans. The LEA may request such data at any time. Presence shall provide this data supporting progress within a commercially reasonable period. Presence is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services for which Presence is providing pursuant to this Agreement.

28. LEA STUDENT CHANGE OF RESIDENCE. If Presence has actual knowledge of LEA student's change of residence, Presence will notify LEA. It is understood by the Parties, that Presence provides Services virtually and therefore will unlikely be able to ascertain LEA student's location. Presence depends on LEA knowing the LEA student's residence and any changes thereto.

29. PROFESSIONAL CONDUCT. It is understood that all Presence's employees, agents, and Clinical Staff shall adhere to customary professional standards when providing Services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Except as otherwise expressly set forth herein, Services are provided "as is" without any warranty and Presence expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

30. PRESENCE PROPRIETARY RIGHTS. Presence owns all right, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and

related documents and content, and retains all right, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, Presence.

31. MONITORING. Presence shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

32. CLEARANCE REQUIREMENTS. Presence shall comply with applicable requirements of California Education Code section 44237 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 Presence’s employees and Clinical Staff, who have contact with LEA Students. Presence hereby certifies that it will only place Presence’s service providers with LEA that have not 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 or Clinical Staff’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). In addition, with regard to employees and Clinical Staff who will have direct contract with LEA students, Presence shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

33. CLINICAL STAFF. In addition to employee service providers, Presence may engage independent contractors to provide the Services (“Clinical Staff”), and Presence will ensure that all Clinical Staff meet all requirements for licenses, clearances, and qualifications required by the CDE and this Agreement. Presence shall remain fully responsible for any and all of its obligations under this Agreement.

34. STAFF QUALIFICATIONS. Presence shall ensure that all of Presence’s employees and Clinical Staff who provide Services to LEA pursuant to this Agreement hold the required credentials and state License 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(y), 3064 and 3065.

- a. The term “credential” means a valid License, as defined below, 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(j).
- b. 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. 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(r).

Such qualified employees and Clinical Staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher’s scope of practice. Presence shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. At LEA’s request, Presence shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other

documents which entitle the holder to provide special education related services of employees and Clinical Staff who will be providing services to LEA students pursuant to this Agreement.

35. SERVICE PROVIDER ABSENCE. When Presence's service provider is absent, Presence shall notify LEA and arrange for a "make-up" session. Presence will provide to LEA 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. Should a service provider take a leave of absence, then the Presence will attempt to provide a qualified substitute to take over the services to the student. Presence shall not "bank" or "carry over" make-up service hours under any circumstance, unless otherwise agreed to in writing by Presence and authorized LEA representative. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local 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 Agreement, unless otherwise specified in this Agreement.

36. HEALTH AND SAFETY. Presence shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. Presence shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of Presence's employees and volunteers for tuberculosis.

37. INCIDENT/ACCIDENT REPORTING. Presence shall submit within 24 hours, electronically, any accident or incident report to the LEA. Presence shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

38. CHILD ABUSE REPORTING. Presence and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. 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.

39. SEXUAL HARASSMENT. Presence 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 Presence'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. Presence further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

40. STUDENT ABSENCES. Presence shall notify LEA of the no-show or unplanned absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

41. INSPECTION AND AUDIT. Presence shall maintain, and the LEA shall have the right to request access to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

42. INVOICE. In consideration for the Services, LEA agrees to pay Presence, in accordance with the fees identified on the Service Order upon receipt of invoices and any related documents. All undisputed amounts are due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest

at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus Presence's reasonable costs of collection.

43. FEES.

43.1 Weekly Dedicated Hours. Beginning on a mutually agreed date through the end of the Term, LEA will be charged for a specified number of hours per week that Presence will make clinicians available to provide Clinical Services.

43.2 Flexible Hours. The Service Order may provide for flexible hours for a particular Clinical Service, the fee for which shall be based on a per hour, per Clinician basis. If LEA cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an "Unplanned Student Absence"), LEA agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be \$20.00 for an SLP assessment, \$20.00 for an OT assessment, or \$30.00 for a BMH or Psychoeducational Assessment.

43.3 Educational Assessments. If applicable, the Service Order may specify that Presence will provide educational assessments (e.g., Psychoeducational, OT, speech, etc.). The applicable fees for assessments will be set forth in the Service Order.

43.4 Psychoeducational Assessment Commitment. If applicable, the Service Order may specify a minimum fee for Psychoeducational Assessments for which payment is due at the end of the Service Order Term (such payment, the "Psychoeducational Assessment Commitment Fee"). At the end of the Service Order Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with the actual Psychoeducational Assessment fees billed, and LEA will be invoiced for the difference between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed.

43.5 Program Implementation Fee. Each Service Order will include a Program Implementation Fee for technology onboarding, Clinician onboarding, training onsite support, developing procedures and gathering data to create service handbooks, review and data input of student referrals, assigning students to appropriate Clinicians, and scheduling student services.

43.6 Service Coordination Fee. Beginning in the second calendar month of the Term, each monthly invoice will include a Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to providers.

44. SEEKING PAYMENT FROM OUTSIDE SOURCES. Presence will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. Presence shall not seek payment from parents for the services being provided by Presence (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student's enrollment under the terms of this Agreement) or the provision of progress reports, report cards, and/or any assessments, interviews, or meetings.

45. EQUIPMENT. Presence is not responsible in providing the LEA's students with any equipment, including, but not limited to, computers, laptops, video cameras, document cameras, or headsets. It will be the responsibility of LEA that its students have all appropriate equipment necessary to receive

Services, including internet. LEA may purchase equipment from Presence as specified in the Equipment Schedule.

46. SERVICE PROVIDER CONVERSION; CONVERSION FEE.

46.1 Service Provider Conversion. During the Term of this Agreement, LEA may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any Presence service providers except in accordance with the terms set forth in this Section 46.

46.2 Conversion Fee. During any Term, and for a period of twelve months thereafter, LEA shall notify Presence of its intent to offer employment to any Presence service provider not less than ten (10) calendar days prior to offering such employment (any service provider that accepts such offer of employment, a “Converted Service Provider”). Upon the date a Converted Service Provider commences employment with LEA (the “Conversion Effective Date”): (i) the Converted Service Provider shall be allowed to continue to utilize the Platform (in the same manner and with the same functionality as the Converted Service Provider utilized the Platform prior to the Conversion Effective Date) through the earlier of the expiration of the Term and (ii) LEA shall pay Presence a fee of \$20,000.

47. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent allowed by law, Presence shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and Clinical Staff (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Agreement 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 Presence, including, without limitation, its agents, employees, Clinical Staff or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). To the fullest extent allowed by law, LEA shall indemnify and hold Presence and its Board Members, administrators, employees, agents, attorneys, and Clinical Staff (“Presence Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, Clinical Staff or anyone employed directly or indirectly by it (excluding Presence and/or any Presence Indemnities). The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense. In no event will Presence be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if Presence knew or should have known of the possibility of such damages. Presence’s cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to Presence during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. LEA acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations Presence would not enter into this Agreement. 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 LEA’s indemnification obligations under this Agreement.

48. REPRESENTATIONS. LEA hereby represents and warrants to Presence as follows:

- a. LEA has the right, power, and authority to enter into and perform its obligations under this Agreement;
- b. LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement;
- c. the undersigned has the right, power and authority to enter into this Agreement on behalf of LEA;
- d. this Agreement constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies;
- e. the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof;
- f. LEA will comply with any applicable law concerning Services, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes Presence or its employees, agents or Presences from complying with any applicable law;
- g. that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "Student Records") prior to LEA's providing Presence with access to such Student Records;
- h. that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of Services in no way replaces or substitutes for the professional judgment of LEA or a service provider;
- i. that prior to receiving services, LEA will provide Presence with the conditions described in the technical specifications available at <https://www.presencelearning.com/tech-requirements/> , and other conditions as set forth by Presence, and that if LEA does not provide Presence with the specified conditions, as determined by Presence in its sole discretion, within 30 days of the beginning of a Term, Presence does not guarantee sufficient service provider availability to provide Services; and
- j. that LEA acknowledges that Presence is not a healthcare provider, and that it cannot and does not independently review or verify the medical accuracy or completeness of Student Records made available to it pursuant to this Agreement.

[Signature page follows]

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

PresenceLearning, Inc.

LEA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the “Equipment Purchase Schedule”) is incorporated and made part of the Agreement between PresenceLearning, Inc (“Presence”) and LEA and lists the terms and conditions upon which LEA may purchase hardware, Test Kits, OT Kits and materials (collectively “Equipment”) from Presence. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. Hardware Available for Purchase. LEA may, at LEA’s option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	\$49.00
ANDREA Over Ear USB headset	\$29.00
ANDREA 455 Stereo headset	\$25.00
ANDREA Y-100B Splitter	\$5.00
ANDREA USB Sound Card Adapter	\$14.00
Document Camera	\$90.00

LEA is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided at <https://presencelearning.com/tech-requirements/>.

2. WISC-V and WAIS-IV Kits.

2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits If LEA has access to WISC-V and/or WAIS-IV assessments, LEA may purchase WISC-V and/or WAIS-IV test kits (each, a “Test Kit”) from Presence. Test Kits are not included in the price of the assessments. Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

WISC-V / WAIS -IV	Price per unit
Block Design only Stimulus Book	\$11.00
Block Design Blocks	\$46.00

2.2 Tracking and Return of Kits. LEA understands and acknowledges that the Test Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Test Kit from each student who received one. After a Test Kit has been used by a student, LEA must arrange for the return of the Test Kit directly to LEA. On a quarterly basis, LEA will

acknowledge and confirm to Presence that the Test Kits are in LEA's possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of a LEA's student once it has been used.

3. OT Kits. LEA may purchase Occupational Therapy Kits (each, an "OT Kit") for a fee of \$85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

4. Delivery and Delivery Address; Title; Risk of Loss.

4.1 Delivery and Delivery Address. Presence will ship Equipment to the addresses provided by LEA. LEA is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If LEA provides an incorrect address, then LEA will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to Presence's error, Presence will promptly ship replacement Equipment to the correct address at no cost to LEA.

4.2 FOB. Presence shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to LEA upon delivery.

4.3 Delivery Dates. All delivery dates are approximate. Presence shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.4 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by LEA.

5. Inspection of Goods. LEA has the right to examine the Equipment upon receipt and has 3 days in which to notify Presence of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Presence in accordance with accepted trade practices.

6. Fees; Payment. LEA agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. LEA is responsible for all taxes and shipping, which fees may vary based on shipment destination.

7. Disclaimer of Warranty. Presence is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Presence disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.

8. Delay or Failure to Perform. Presence will not be liable to LEA for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Presence's control. Presence shall notify LEA immediately upon realization that it will not be able to deliver the Equipment as promised.

Kirk Shrum
Superintendent

Erik Kehrer
Chief Operations Officer

Regina G. Ocampo
Director, Nutritional Services



Board of Education
Todd Oto
Megan Casebeer Soleno
Jacqueline A. Gaebe
Walta S. Gamoian
Paul Belt
Joy M. Naylor
Randy Villegas

**VISALIA UNIFIED SCHOOL DISTRICT
AND
SYCAMORE VALLEY ACADEMY AND BLUE OAK ACADEMY
FOOD SERVICE AGREEMENT**

THIS AGREEMENT, is entered into on July 1, 2023 between the VISALIA UNIFIED SCHOOL DISTRICT, referred to as SCHOOL FOOD AUTHORITY (SFA), and SYCAMORE VALLEY ACADEMY and BLUE OAK ACADEMY, OF THE STATE OF CALIFORNIA, referred to as (The Academies) is made for the purpose of providing breakfast, lunches and snacks, hereinafter referred to as “meals”, which meet the National School Lunch and/or School Breakfast Program and/or After School Snack meal requirements.

- A. SFA has the present capacity for providing such services for the 2023-2024 school year; and
- B. SFA is willing to provide such services to The Academies program pursuant to the terms and conditions set forth in this Agreement.

ACCORDINGLY IT IS AGREED:

1. SFA:

- a. SFA will prepare meals that comply with the nutrition standards established by the United States Department of Agriculture for the National School Lunch and/or School Breakfast Program to The Academies. SFA will represent The Academies as the “Sponsor” and will claim reimbursement from California Department of Education for all meals served to students enrolled in The Academies. Adults and non-students, shall not be provided with free/reduced lunches under National School Lunch Program guidelines. Reimbursement will be claimed at the rate of one breakfast and/or one lunch per day per student. Reimbursement will be claimed only for complete meals taken by eligible students. Reimbursement will be claimed according to each student’s eligibility category. If eligible, Community Eligibility Provision (CEP) claiming methods will be used. The Academies will provide accurate student enrollment and registration information/data to the SFA for use in the reimbursement claiming process yearly and as needed throughout the school year.
- b. SFA will prepare meals for Sycamore at the El Diamante High School Kitchen located at 5100 W. Whitendale Ave., Visalia, CA. The SFA will prepare meals for Blue Oak at the Golden West High School Kitchen located at 1717 N. McAuliff, Visalia, CA. Preparation sites will maintain the appropriate state and local health certifications for the facilities.

- c. Meals will be delivered by the SFA to Sycamore located at 6832 Ave. 280, Visalia, CA. Meals will be delivered by the SFA to Blue Oak located at 28050 Rd. 148, Visalia, CA.
- d. SFA will provide the necessary lunch trays, straws, napkins, and eating utensils for meal service.
- e. The number of meals prepared by the SFA will be equal to the number of meals ordered daily by The Academies. The Academies will notify the SFA of the number of meals needed no later than 9:15 a.m. each day. Breakfast will be sent based on estimate and prior day serving numbers. SFA will not be obligated to provide any meals on days when SFA is not in session.
- f. SFA will provide meals for The Academies based on the academic school calendar provided by The Academies.
- g. When requested by The Academies, SFA will provide sack meals that meet the National School Lunch Program and/or School Breakfast Program requirements for field trips. Sack meals for field trips will be requested at least ten (10) working days in advance. The cost per meal will remain the same as for the regular meal.
- h. No later than one (1) week prior to the end of each month the SFA will provide to The Academies a monthly menu covering the meals to be served for the following month. The menu will also be maintained on the Visalia Unified School District website.
- i. SFA will establish a collection and meal count procedure, which are in accordance with State and Federal regulations relating to the overt identification of needy pupils, nondiscrimination and proper cash handling techniques.
- j. SFA will verify eligibility determination and maintain all The Academies applications and/or provision documentation. If eligible, The SFA will apply for the Community Eligibility Provision on behalf of The Academies and maintain all required documentation. All records are subject to audit. SFA will create and update the eligibility roster.
- k. SFA will perform the verification process as needed, and maintain all The Academies meal applications and/or income surveys. All records are subject to audit.
- l. SFA will perform the point of service meal counts and be responsible for meal count and claiming accountability. SFA will provide training to staff on point of service meal counts and completion of all documents required by the USDA Meal Programs.
- m. SFA will provide serving staff during the meal service times. SFA will provide training to staff on the USDA meal pattern, proper serving, HACCP, and other Federal and State NSLP regulations.
- n. SFA will provide all of the equipment necessary to prepare, serve, and count the meals.
- o. SFA will be responsible for maintaining the proper temperature and quality of meals.

- p. SFA will provide training to The Academies staff on point of service meal counts and completion of all documents required by the After-School Snack Program.
- q. SFA will assume responsibility for any over-claims identified during a review or audit and reimburse the State accordingly.

2. THE ACADEMIES, SYCAMORE AND BLUE OAK:

- a. The Academies will by telephone, no later than 9:15 am, place an accurate count for total number of lunches to be prepared each school day. The Academies shall give separate counts for students and adults/non-students, each school day.
- b. The Academies will request sack lunches for field trip at least ten (10) working days in advance. The cost per meal will remain the same as for the regular meal.
- c. When required, The Academies will forward all meal applications or income surveys received to the SFA. All forms and supporting materials are subject to audit by Federal, State and local authorities.
- d. The Academies will keep and maintain Commercial General Liability insurance, including extended coverage for product liability in an amount no less than \$1,000,000 per occurrence.
 - 1. Endorsement to name SFA, its officers, agents, employees and volunteers, individually and collectively, as additional insures.
 - 2. Endorsements to state that such insurance for additional issuer shall apply as primary insurance and any other insurance maintained by SFA shall be excess.
- e. The Academies agrees to pay an Administrative fee of \$5,000 per site, for a total of \$10,000 for this Agreement, to support extraordinary costs associated with the delivery of meals to The Academies. SFA will generate the invoice on or about May 1 of each school year.

3. BOTH PARTIES:

- a. Both parties shall comply with all applicable Federal, State and local statutes and regulations with regard to the preparation and consumption of meals which meet the National School Lunch and/or School Breakfast Program meal requirements, including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties will be open to inspection by proper Federal, State, and local authorities in accordance with applicable statutes and regulations.
- b. Gifts or exchange of commodities are not permitted. Until the students consume it, the food prepared remains the property of the state and federal governments.
- c. All business correspondence and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be directed to the Director of Nutritional Services, Visalia Unified School District.

4. **COST OF SERVICES:** Prices for meals are as follows:

	BREAKFAST	LUNCH
Adult	\$2.85	\$4.75
Milk	.35	.35

5. **METHOD OF PAYMENT:** The Academies will be billed for the Administrative Fee on or about May 1st of each school year and will be due no later than June 30th.
6. **COMPLIANCE WITH LAW:** SFA and The Academies shall perform duties in accordance with applicable Federal, State, and local laws, regulations and directives.
7. **INDEMNIFICATION:** SFA and The Academies will indemnify and hold each other harmless from any liability, cost, or expense arising out of the performance of this Agreement. This indemnification specifically includes any claims that may be made against SFA and The Academies by any taxing authority asserting that an employer- employee relationship exists by reason of this Agreement, and any claims made against SFA or The Academies alleging civil rights violations by either party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
8. **FURTHER ASSURANCES:** Each party agrees to execute any additional documents and to perform any further acts, which may be reasonably required to affect the purposes of this Agreement.
9. **ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, The Academies is relying on the personal skill, expertise training and experience of SFA and SFA's employees and no part of this Agreement may be assigned or subcontracted by either party without the prior written consent of the other party.
10. **ATTORNEYS' FEES AND COSTS:** Each party shall bear his/its own attorneys' fees and costs for all such fees and costs incurred as part of the execution of this Agreement and/or the terms herein.
11. **TERM:** This agreement shall become effective July 1, 2023 and shall terminate on June 30, 2024 for the School Breakfast and National School Lunch Programs unless terminated earlier as provided in this Agreement. Either party giving thirty- (30) day prior written notice to the other party may terminate this Agreement.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

VISALIA UNIFIED SCHOOL DISTRICT

BY _____ Date: _____
Erik Kehrer
Chief Operations Officer
“SFA”

THE ACADEMIES, SYCAMORE AND BLUE OAK

BY _____ Date: _____
Donya O. Ball, Ed.D
Superintendent