

Sacramento Valley Charter School
Transaction Report
 January 11 - February 13, 2024

	Class	Memo/Description	Amount
8096 - Cash in Lieu of Property Taxes	Unrestricted:0000 - Unrestricted	Dec in Lieu	46,490.00
	Unrestricted:0000 - Unrestricted	Jan in Lieu	46,490.00
Total for 8096 - Cash in Lieu of Property Taxes			\$ 92,980.00
Miscellaneous	Unrestricted:0000 - Unrestricted	Donation	100.00
Total for Miscellaneous Transportation			\$ 100.00
Total for Transportation	Unrestricted:0000 - Unrestricted	Transportation	1,287.50
			\$ 1,287.50
8311 - Special Education - State	Restricted:6500 - Special Education	23-24 Jan State	22,087.00
	Restricted:6500 - Special Education	23-24 Jan NPSRTC	-324.00
Total for 8311 - Special Education - State			\$ 21,763.00
		Total \$	116,130.50

Sacramento Valley Charter School
Check Detail
January 11 - February 13, 2024

Date	Transaction Type	Num	Name	Memo/Description	Amount
01/18/2024	Check	5461	Great America Financial	For Copier Lease	1,328.19
01/18/2024	Check	5467	Harshwal &Company LLP	Professional fee for audit services provided for the financial year end	15,000.00
01/18/2024	Check	5465	Game Time	Needs to be LHI, balance sheet, capitalize and depreciate -- TK playground	23,611.86
01/18/2024	Check	5463	New Horizon Flooring	Janitorial service for the month of January 2024	5,400.00
01/18/2024	Check	5466	PG&E	Solar/utilities statement	12,845.35
01/18/2024	Check	5462	Pediatric Therapy Associates	Refer to invoice for student identifier/ IEP	159.00
01/26/2024	Check	5468	Rosalina Gomez	Steam Night Tent and other equipment rental	1,000.00
02/01/2024	Check	5463	City of West Sacramento	For Utility Bill - TK Building	247.07
02/05/2024	Check	5472	Niche.com Inc	For renewal advertisement & promotion	5,502.00
02/05/2024	Check	5474	Bay Alarm Company	For Monitoring Fire Fee	890.61
02/05/2024	Check	5473	Vicky Dali CPA LLC	Invoice for the month of January 2024	5,580.00
02/05/2024	Check	5476	Sikh Temple - Rent Payable	Rent for Feb 2024 - \$29,638.00 for Sellers/ Evergreen Ave and \$2,995 for TK	32,633.00
02/05/2024	Check	5469	Capital Collegiate Academy	2023-2024 Refs for basketball season	360.00
02/05/2024	Check	5470	Bus Paramedic	Bus repair work	1,374.14
02/05/2024	Check	5471	River City Fire Equipment Co. Inc.	Fire extinguisher inspection	25.00
02/05/2024	Check	5478	Melanie Reis	STEAM night supplies	24.68
02/05/2024	Check	5479	Kristin Medina	Reimb school supplies	716.94
02/06/2024	Check	5484	R&P Enterprises INC	Subway Bread	150.00
02/06/2024	Check	5483	West T-Shirts	Basketball jerseys for after school program	795.64
02/06/2024	Check	5482	Astound Business Solutions	Internet	2,883.16
02/06/2024	Check	5480	Young, Minney & Corr, LLP	Lawyer Fees	3,525.00
02/06/2024	Check	5481	West Sacramento Truck Stop	Fuel for bus and vans	5,323.96
02/06/2024	Check	5481	Savvas Learning Company LLC	Books and instructional materials past due invoices	7,176.39
02/06/2024	Check	5485	Buck Master	Office printer lease	300.00

The SVCS mid-year updates to the 2023-24 LCAP and LCFF Budget Overview for Parents are on the school's website at:

sacvalleycharter.org, SVCS Board, and then select LCAP and Financial Info from the drop-down menu

or at the link: <https://www.sacvalleycharter.org/lcap-and-financial-info.html>

SVCS 2024-2025 INSTRUCTIONAL CALENDAR

Purple- No School
Green- Minimum Day
Blue- First/Last Day
Orange- Teacher workday
Pink- Parent Teacher Conferences

JULY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

12/23-1/2
 Winter Recess
20 M.L. King Day

21 Instructional Days

14 Meet and Greet
15 First Day of School

12 Instructional Days

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

6-7 Minimum Day (Conferences)
10-17 President's Day Week Recess

14 Instructional Days

2 Labor Day (NO SCHOOL)
25-26 Minimum Day (Pre-Parent
 Teacher Conferences- First contact
 with parents)

20 Instructional Days

SEPTEMBER 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MARCH 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

19 Minimum Day

21 Instructional Days

16 Minimum Day

23 Instructional Days

OCTOBER 2024						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

7-11 Spring Recess

17 Instructional Days

4 Teacher Workday (No Students)
11 Veteran's Day
20 Minimum Day
21-22 Parent Teacher Conferences
25-29 Thanksgiving Recess

12 Instructional Days

NOVEMBER 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY 2025						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

26 Memorial Day

21 Instructional Days

12/23-1/2
 Winter Recess

15 Instructional Days

(82 Days Aug-Dec)

DECEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2025						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

5 Last Day of School
 Minimum Day
 End of Trimester 3

4 Instructional Days

(98 Days Jan-Aug)

Total Instructional Days: 180

Total Minimum Days: 8

SVCS 2024-2025 FACULTY CALENDAR

Purple- No School
Green- Minimum Day (Students Only)
Blue- First/Last Day
Orange- Teacher Professional Learning
Pink- Parent Teacher Conferences
Yellow- Transportation Orientation
Cyan- Meet and Greet

1-2 Transportation Orientation
7-8 Professional Learning Day
12 Teachers' First Day
14 Meet and Greet
15 First Day of School

12 Instructional Days
15 Faculty Days

2 Labor Day (NO SCHOOL)
25-26 Minimum Day (Pre-Parent Teacher Conferences- First contact with parents)

20 Instructional Days
20 Faculty Days

16 Minimum Day

23 Instructional Days
23 Faculty Days

4 Teacher Workday (No Students)
11 Veteran's Day
20 Minimum Day
21-22 Parent Teacher Conferences
25-29 Thanksgiving Recess

12 Instructional Days
15 Faculty Days

12/23-1/2
 Winter Recess

15 Instructional Days
15 Faculty Days

(82 inst; 88Fac Days Aug-Dec)

JULY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

12/23-1/2
 Winter Recess

20 M.L. King Day

21 Instructional Days
21 Faculty Days

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

6-7 Minimum Day (Conferences)

10-17 President's Day Week Recess

14 Instructional Days
14 Faculty Days

SEPTEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MARCH 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

19 Minimum Day

21 Instructional Days
21 Faculty Days

OCTOBER 2024						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

7-11 Spring Recess

17 Instructional Days
17 Faculty Days

NOVEMBER 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY 2025						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

26 Memorial Day

21 Instructional Days
21 Faculty Days

DECEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2025						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

5 Last Day of School
 Minimum Day
 End of Trimester 3

4 Instructional Days
4 Faculty Days

(98 inst; 98 Fac Days Jan-Aug)

Total Faculty Days: 186

Total Instructional Days: 180

Total Minimum Days: 8

Implementing SB 616 – CA Sick Leave Law Effective 1/1/2024

Some staff are not set up to accrue any sick leave. Under the new law, employers must provide 40 hours or 5 days (whichever is more) of paid sick leave per year by the 200th day of employment. There are no exemptions for school employees who work less than 200 days a year or are part-time. Employers are required to set up a rate of 1-hour sick leave earned per 30 hours worked and include the sick leave total on the employee's pay stub.

Currently, full-time staff are marked in payroll to earn and accrue 1 hour of sick leave per 30 hours worked. The set up in ADP caps accrual at 48 hours, which is inconsistent with Board Policy that allows up to 20 days (or 160 hours) of carryover.

Unused sick leave is not paid out at termination but can be transferred to another CA school employer.

Recommendations:

Employers are allowed to set up different implementations for different employee types; however, morale issues can occur when staffing groups receive different benefit levels.

It is recommended that the Board approve the current sick leave set up in ADP Run be expanded to include all employees with the modifications needed to follow SB 616 and modify the carryover cap in ADP from 48 hours to an amount consistent with the Board's intended carryover cap.

Based on the changes to CA laws, the existing Board Policy for Sick Leave will need to be amended and will be brought to the March meeting.

NSLP - Food Services Administration

Integration Phase

- Student Information System > Point of Sale
- Import data from last POS to LINQ
- Set up LINQ
- School email for FS team for correspondence
- Authorized users in state portal
- Bring any past issues into compliance

Administrative Support

- State application submission to provide NSLP Services
- Free and Reduced application processing
- Direct Certification biweekly
- Update SIS as needed
- Monthly on-time claim submission
- Fail-safes to prevent underclaiming
- Verification of 3% of error-prone applications
- Parent or guardian correspondence support

Operational Support

- Assistance with food vendor catering contract agreements
- Food service catering vendor support
- Support with weekly food ordering
- Waste management
- Quality Control



Real Life Food Administration Benefits

Solution	Benefit
We prepare templates for RFPs for food distributors and food vendors	Saving Administrators and Staff time and money
Analyze offering to choose the most cost effective and healthiest options	Provide Students healthier meal choices
Complete an annual administrative review where our team visits the site and highlights any red flags that auditors may review	Boots on the ground support to find issues before they result in findings
Our team can submit your NSLP application every year and will even remedy the application if it is rejected	Reducing time spent on tedious forms
Access to a state of the art POS - Titan School Solutions	Allows Vertex to handle all monthly claims and reimbursement flows swiftly to the school
We verify 3% of the meals that we provide by verifying information provided by parents including the review of paystubs	Administrators and Staff save time and hassle

NSLP Administration Partnership Investment & ROI March 2024 - June 2025

*Assumes \$1,104 per enrollment and that every student eats breakfast and lunch

NSLP Revenue Projections

Enrollment	275	325	375
NSLP Funding Mar 2024 - June 2025	\$303,000	\$358,000	\$414,000
Vertex Initial Partnership Investment	\$56,925	\$56,925	\$56,925
Revenue before food and staffing costs *	\$246,075	\$301,075	\$357,075

Partnership Investment

Vertex Initial Partnership Investment (16 mo)	\$56,925
Estimated 12 month Partnership Investment Future Years	\$40,755

THIS SCHOOL SERVICES AGREEMENT (this "**Agreement**") is by and between Sacramento Valley Charter School, a CA nonprofit corporation ("**School**"), and Vertex Education, LLC, an Arizona limited liability company (the "**Service Provider**"). School and Service Provider may each be individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, School currently operates a [charter/private] school or schools (individually, a "**Facility**" or collectively, the "**Facilities**"); and

WHEREAS, School desires to retain Service Provider to provide the services set forth in Exhibit A ("**Services**") and Service Provider is willing to provide such services.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, School and Service Provider mutually agree as follows:

AGREEMENT

- 1. INCORPORATION OF RECITALS.** The recitals listed above are hereby incorporated into this Agreement.
- 2. SERVICES.** Service Provider shall provide School with the Services set forth in Exhibit A, the "Scope of Work," attached hereto and incorporated herein, throughout the Term (defined below). Service Provider shall provide the Services (i) in a professional, competent, and timely manner, (ii) in accordance with the terms and subject to the conditions set forth in this Agreement, (iii) with the required skill, experience, and qualification necessary to perform the Services, (iv) in accordance with the generally recognized industry standards in Service Provider's field, and (v) in accordance with all federal, state, and local requirements. Service Provider agrees that all Service Provider employees will be reasonably skilled, trained, and experienced in the relevant professional discipline to provide the Services.
- 3. SCHOOL OBLIGATIONS.** School shall (i) cooperate with Service Provider in all matters relating to the Services, (ii) provide such access to School's Facilities and other facilities as may be reasonably required by Service Provider to perform the Services, (iii) submit in a timely fashion all information and documentation required by any governmental, regulatory or other funding entity regarding the Services or funding for the Services, unless Service Provider clearly undertakes any part or all of these obligations in the Scope of Work; and (iv) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider to perform the Services.

4. TERM AND TERMINATION.

- a. Term. This Agreement shall commence as of March 1st, 2024 and shall continue thereafter for a period of sixteen months ("**Initial Term**"), unless sooner terminated pursuant to this Section
- b. Termination for Convenience. The provider may terminate this Agreement at any time without cause by providing the other Party with at least 60 days' advance written notice to the other Party.
- c. Termination for Cause. Either Party may terminate this Agreement, effective upon written notice to the other Party ("**Defaulting Party**"), if the Defaulting Party (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within five (5) calendar days after receipt of written notice of such breach, (b) becomes subject to any bankruptcy proceeding, (c) is dissolved or liquidated, (d) makes a general assignment for the benefit of creditors, or (e) has a receiver, trustee, custodian, or similar agent appointed by a court order to take charge of or sell any material portion of its property or business.
- d. Effect of Expiration or Termination. Upon expiration or termination of this Agreement for any reason, (i) Service Provider shall promptly deliver to School all documents, work product, and other materials prepared by or on behalf of Service Provider for School in the course of performing the Services, and (ii) each Receiving Party (as defined below) will return to the Disclosing Party (as defined below) or destroy, at the Disclosing Party's discretion, all documents and tangible materials (and any copies, physical or electronic) containing, reflecting, incorporating, or based on the Confidential Information (defined below) of the Disclosing Party and certify in writing that it has done so. School will pay Service Provider for all Services performed by Service Provider prior to expiration or termination of this Agreement pursuant to a final invoice from Service Provider.

5. RELATIONSHIP OF THE PARTIES.

- a. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Because Service Provider is engaged as an independent contractor, Service Provider is not eligible for, nor entitled to, and shall not participate in, any of School's benefit plans, fringe benefits, health insurance, workers' compensation insurance allowances, programs, reimbursements, or the like, which School makes available to its employees. Service Provider shall be responsible for payment of all federal, state, and local taxes arising out of Service Provider's activities under this Agreement.

- b. Each Party shall designate a representative to be the primary contact for this Agreement and who will have the authority to act on behalf of each Party in connection with matters pertaining to this Agreement (each a **"Party Representative"**).

6. COMPENSATION.

- a. Fees. In consideration of the provision of Services by Service Provider, School shall pay fees of \$3,437.50 per month which includes a one-time \$2,000 implementation fee. Service Provider will invoice these fees on a monthly basis, commencing March 1st 2024, and School agrees to pay such invoices within 30 days of receipt, or such later time as Service Provider may agree. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this Section 6 shall constitute payment in full for the performance of the Services. Payment to the Point of Sale software shall be done

- i. In the event that the National School Lunch Application is not approved by the state of California, we kindly request a payment of \$4,000 to compensate the provider for the efforts invested in the application and integration process through the School directly with the vendor.

- ii. School is responsible for purchasing hardware and appropriate POS software annually.

- b. Expenses. Services include one annual on-site visit per contract year. School agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider for any additional on-site visits in connection with the performance of the Services. To the extent the Service Provider needs to purchase materials or equipment to perform the Services, Service Provider will notify School of such need and provide School with the opportunity to purchase such materials or equipment directly.

- c. Time and Materials. Where services are provided by Service Provider that are outside the scope of the Services (reference Scope of Work), such may be provided on a time and materials basis pursuant to a mutually signed writing between Services Provider and School (each an "Additional Statement of Work"). The fees payable by School to Service Provider shall be calculated in accordance with Service Provider's fee rates for the personnel set forth below, as may be amended from time to time by the mutual written agreement of the Parties.

Service Provider shall issue invoices to School for fees associated with each Additional Statement of Work, and School agrees to pay such invoices within 30 days of receipt, or such later time as Service Provider may agree.

- d. Taxes. School shall be responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by School hereunder. All such taxes, duties, and charges currently assessed, or which may be assessed in the future, that are applicable to the

Services provided under this Agreement are for School's benefit, and School agrees to pay such taxes.

- e. Interest. If School fails to pay any fee, cost, expense, or reimbursement due to Service Provider when owed, and unless otherwise stated in this Agreement, all unpaid amounts shall be subject to an interest charge at an annual rate equal to the greater of the following: (a) the prime rate (or similar rate) as published in the Wall Street Journal plus 1.0%, or (b) 6.0%.
- f. Reasonable Compensation. The Parties acknowledge that School is a nonprofit corporation that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, as amended. Therefore, the Parties intend for the total compensation owed by School to Service Provider to be reasonable compensation for the Services provided by Service Provider. School may engage, at its sole expense, a qualified expert to determine whether the compensation is reasonable. If the expert determines the compensation for the Services is not reasonable, the Parties shall in good faith negotiate a reasonable adjustment to the fees or scope of services that would make the compensation reasonable, as determined by the expert. Service Provider shall reimburse School for any fee paid by School to Service Provider under this Agreement that the expert deems to be unreasonable.

7. **CONFIDENTIAL INFORMATION**

- a. To the extent permitted by applicable law, all non-public, confidential, or proprietary information of either Party, including but not limited to information about such Party's business affairs, financial information, and other sensitive or proprietary information ("**Confidential Information**"), that is disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party in connection with this Agreement, and whether or not marked, designated, or otherwise identified as "confidential," is confidential, solely for use in performing this Agreement, and may not be disclosed or copied unless authorized by the Disclosing Party in writing; except that Receiving Party may disclose the Confidential Information to its officers, employees, consultants, and legal advisors who have a "need to know," who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 7. Receiving Party shall protect and safeguard the confidentiality of Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own confidential information, but in no event with less than a commercially reasonable degree of care. The Receiving Party shall immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any Confidential Information of the Disclosing Party.
- b. Confidential Information does not include any information that (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Agreement, (b) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information, (c) the Receiving Party establishes by documentary evidence, was in its possession prior to

the Disclosing Party's disclosure hereunder, or (d) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information.

8. STUDENT RECORDS.

- a. Service Provider shall adhere to all federal and state laws and regulations protecting the confidentiality of student records, including the FERPA, the Protection of Pupil Rights Amendment, and applicable state law. Pursuant to FERPA and its implementing regulations, School hereby designates the employees of Service Provider as "other School officials" and agents of School, acknowledges that they have a legitimate educational interest in the School and its students, and acknowledges that they are acting as contractors providing institutional services and functions. Notwithstanding the foregoing, Service Provider and its employees shall only use any student education records disclosed by School for purposes within the scope of this Agreement and no other purposes and agree to comply with FERPA in any re-disclosure of the student education records.
- b. Upon termination of this Agreement, Service Provider shall have the right to make copies of all student records, to the extent permitted by law, and shall also have the right to engage an independent audit firm to complete an audit, in accordance with Generally Accepted Auditing Standards, and School shall comply with all reasonable requests. The cost of such an audit shall be borne by Service Provider.

9. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP.

- a. Except as set forth in Section 9.b, all intellectual property rights, including copyrights, patents, patent disclosures and inventions, trademarks, service marks, trade secrets, know-how, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product and other materials that are delivered to School under this Agreement or prepared by or on behalf of Service Provider in the course of performing the Services (collectively, "**Materials**") shall be owned exclusively by School. Service Provider agrees that with respect to any Materials that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Materials are hereby deemed a "work made for hire" for School. To the extent that any of the Materials do not constitute a "work made for hire," Service Provider hereby assigns to School all Intellectual Property rights in the Materials to School.
- b. All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Service Provider in performing the Services and developed or acquired by Service Provider prior to or independently of this Agreement (collectively, "**Pre-Existing Materials**") shall be owned exclusively by Service Provider and its licensors. Service Provider hereby grants to Customer a perpetual, non-transferable, non-exclusive license to use, display, and reproduce any Pre-Existing Materials to the extent

incorporated in or otherwise necessary for the use of the Materials. All other rights in and to the Pre-existing Materials are expressly reserved by Service Provider.

10. **BOARD AUTHORITY.** Notwithstanding any provision contained herein, Service Provider acknowledges and agrees that School is and shall be governed by its Board of Directors ("**Board**"), which is responsible for overseeing all of School's and Facility operations, whether they are included in the scope of this Agreement or not. The Board hereby authorizes and directs Service Provider and its employees to make such decisions and take such actions as are contemplated in this Agreement on behalf of School and the Facility. Nothing in this Agreement shall be construed to interfere with the Board's authority and duty to exercise its statutory, legal, contractual and fiduciary responsibilities. The Board has, and shall retain, the right to request, accept, and apply for any services, equipment, or goods provided or offered by Service Provider.

11. **REPRESENTATIONS AND WARRANTIES.**

- a. **Mutual.** Each Party represents and warrants to the other Party that:
- i. it is duly organized, validly existing, and in good standing as a corporation, limited liability company, or other entity as represented herein under the laws of its jurisdiction of incorporation, organization, and chartering;
 - ii. it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;
 - iii. the execution of this Agreement by its representative whose signature is set forth on the signature pages below has been duly authorized by all necessary corporate action of the Party; and
 - iv. when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- b. **Service Provider.** Service Provider represents and warrants to School that:
- i. it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with the applicable standard of care in Arizona; and
 - ii. as of the Effective Date, there are no pending or, to the best of Service Provider's knowledge, threatened actions, suits, or proceedings that would prohibit Service Provider from executing, delivering, and performing Services under this Agreement except as has been disclosed to School.
- c. **School.** School represents and warrants to Service Provider that:

- i. it will maintain, extend, and renew its corporate existence under the laws of California and will not do or permit anything to be done that would imperil its ability to operate a charter school in California;
- ii. it currently holds its charter school contract in good standing and will use all reasonable efforts to extend, renew, and maintain the charter school contract in good standing throughout the Term, and will not imperil the charter school contract or its renewal ;
- iii. as of the Effective Date, there are no pending or, to the best of its knowledge, threatened actions, suits, or proceedings that would prohibit School from executing, delivering, and performing with respect to this Agreement; and
- iv. [except as may be reserved to the Board,]it has authorized or will authorize the School principal or other School employee to take all actions necessary to fulfill the obligations of School as contained in this Agreement and to comport itself in accordance with any policies, procedures, rules or regulations as may be recommended by Service Provider and adopted by the Board throughout the duration of this Agreement.

12. **INSURANCE.** At all times during the Term, each Party shall procure and maintain adequate insurance coverages for liability and property loss with limits commensurate for [charter/private] schools and service providers for such schools in the State of California, as well as worker's compensation insurance in compliance with and to the extent required by federal, state and local law.

13. **INDEMNIFICATION.** Each Party ("**Indemnifying Party**") will indemnify, defend, and hold harmless the other Party and its officers, directors, managers, employees, agents, affiliates, successors, and permitted assigns (each, an "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees and costs incurred by an Indemnified Party (collectively, "**Losses**"), resulting from any claim of a third party arising out of or occurring in connection with (a) bodily injury, death of any person, or damage to real or tangible personal property resulting from Indemnifying Party's willful, fraudulent or negligent acts, or omissions, or (b) Indemnifying Party's negligence, willful misconduct, or breach of this Agreement, including but not limited to breach of any representation or warranty made by Indemnifying Party in this Agreement. Notwithstanding the foregoing, the Indemnifying Party is not obligated to indemnify, defend, or hold harmless the Indemnified Party against Losses to the extent such Losses arise out of or result from the Indemnified Party's gross negligence or willful misconduct.

14. **LIMITATION OF LIABILITY.**

- a. In no event will either Party be liable to the other Party or to any third party for any loss of use, revenue, or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages, whether arising out of breach of contract, tort, or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages.

- b. In no event will either Party's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort, or otherwise, exceed three (3) times the aggregate amounts paid or payable to Service Provider pursuant to this Agreement.

15. NON-SOLICITATION.

- a. During the Term and for a period of six (6) months thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed work under this Agreement who is then in the employ of the other Party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section 15, and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach of this Section 15.
- b. If either Party breaches Section 15.a, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable to the claiming party to that employee, worker, or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

16. FORCE MAJEURE. Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party), when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) action by any governmental authority; (f) national or regional emergency; (g) strikes, walkouts, labor stoppages or slowdowns, or other labor disturbances; and (h) other similar events beyond the reasonable control of the Party impacted by the Force Majeure Event (the "**Impacted Party**"). The Impacted Party shall give timely notice to the other Party stating the period of time the Force Majeure Event is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized which may include locating and arranging substitute services if necessary. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable.

17. **NOTICE.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") will be in writing and addressed to the Parties at the following addresses or to such other address that may be designated by the receiving party from time to time in accordance with this Section:

If to School: Sacramento Valley Charter School
2399 Sellers Way
West Sacramento, CA 95691
Attention: Dr. Amrik Singh
Telephone: 916-596-6422
Email: asingh@sacvalleycharter.org

If to Service Provider: Vertex Education, LLC
3125 S. Gilbert Road
Chandler, Arizona 85286
Attention: Brittany Fuentes
Telephone: 480-270-5438
Email: brittany.fuentes@vertexeducation.com

All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). A Notice is effective only (a) upon receipt by the receiving party; and (b) if the party giving the Notice has complied with the requirements of this Section.

18. **MUTUAL NON-DISPARAGEMENT.** Neither Party shall make or cause to be made any electronic, oral, or written statements or communications to third parties that disparage, are inimical to, damage the reputation of, or which in any manner may interfere with the personal or business affairs or relations of the other Party. The Parties hereto understand and agree that this non-disparagement provision extends to any newspapers, television programs, magazines, blogs, tweets, postings or other communications on internet message boards or social media websites.

19. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. The Parties may not amend this Agreement except by written instrument signed by the Parties.

20. **SEVERABILITY; WAIVER.** The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. No failure to exercise any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or

privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

21. **GOVERNING LAW; VENUE.** This Agreement will be governed by and construed in accordance with the laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction. Venue for all legal proceedings regarding this Agreement, or its breach, shall be exclusively in the appropriate state or federal court with competent jurisdiction in Phoenix, Arizona.
22. **ASSIGNMENT.** Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment in violation of this Section shall be null and void.
23. **INUREMENT; NO THIRD-PARTY BENEFICIARIES.** The Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except for the Parties, their successors, and permitted assigns, there are no third-party beneficiaries to this Agreement.
24. **SURVIVAL.** The rights and obligations of the parties set forth in Section 4 (Term and Termination), Section 7 (Confidential Information), Section 8 (Student Records), Section 9 (Intellectual Property; Ownership), Section 13 (Indemnification), Section 14 (Limitation of Liability), and Section 16 (Non-Solicitation) will survive any expiration or earlier termination of this Agreement.
25. **HEADINGS.** The headings in this Agreement are for convenience and reference only and in no way define, limit, or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.
26. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement.
27. **FURTHER ASSURANCES.** Each Party will take such actions and authorize, execute, and deliver from time to time, promptly after request from a Party, any and all instruments and documents, and shall take such other actions necessary or desirable, to effectuate the intent of this Agreement.
28. **INTERPRETATION.** This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.
29. **CUMULATIVE REMEDIES.** The rights and remedies under this Agreement are cumulative and in addition to any other rights or remedies available at law or in equity or otherwise.

[SIGNATURE PAGES FOLLOW]



**SCHOOL SERVICES AGREEMENT WITH
Sacramento Valley Charter School**

IN WITNESS WHEREOF, the Parties hereto have executed this School Services Agreement as of the Effective Date.

SCHOOL

Sacramento Valley Charter School,

a California nonprofit corporation

By: _____

Name: _____

Title: _____

SERVICE PROVIDER

VERTEX EDUCATION, LLC,

an Arizona limited liability company

By: _____

Name: _____

Title: _____

EXHIBIT A
SCOPE OF WORK

I. SERVICES.

Service Provider shall provide the following Services, commencing on the Effective Date:

Description of Services

1. Services to be Provided. Service Provider will provide assistance with respect to Administrative NSLP services as follows:

Integration of Services:

Student Information System integration with Point of Sale

Import data from the last POS to LINQ if applicable

Set up LINQ back of the house to include all appropriate point-of-sale selections

Set up online Free and Reduced Application on LINQ

Add Free and Reduced Applications to School Website

Set up School email for Food Service team to communicate with parents

Work with school to become authorized users in the state portal

Administrative Services

Submit State application submission to provide NSLP Services

Free and Reduced application processing

Direct Certification biweekly

Update SIS as needed with student needs

Monthly on-time claim submission

Fail-safes to prevent underclaiming

Verification of 3% of error-prone applications

Parent or guardian correspondence support through School Email assigned to us

Operational Services:

Provide assistance with food vendor catering contract agreements

Foodservice catering vendor support

Support with weekly food ordering

Waste management

Quality Control

2. Compliance. Service Provider shall consult with School and support School's efforts to ensure that National School Lunch Administrative areas comply with applicable local, county, state and federal regulations. School shall maintain permit to operate, the cost of which shall be borne solely by School. School shall maintain any and all licenses for point of sale, the cost of which shall be borne solely by School. School shall be solely responsible for equipment maintenance and replacement related to the point of sale equipment and licenses.

3. Exclusions. The following items are outside the scope of this engagement, but may be provided on a time and materials basis pursuant to Section 6(c) of this Agreement:

Administrative Review Support

Menu Compliance

Menu Analysis

Recipe Creation

Principal Report February 16, 2024

African American History month: The purpose is to enable scholars to appreciate African Americans' contribution to American social, political, and academic life. It is said 'knowing the past opens the door to the future,' therefore, it is very important that we equip our scholars with appropriate historical tools to understand their present in a diverse society.

Read-a-thon: Encourage your scholars to read and share. They may make notes of books they have read and continue to maintain their log by March 5th, the final day of Read-A-Thon. On March 6th., they will submit their log for class contests. The class, not a grade, with the greatest number of pages read (K-1, 2-5 and 6-8) and a top reader in each class will each receive a Happy Reader Gift and the class winner will have a party.

STEAM NIGHT: STEAM night on Jan 25th., was a massive success as parents, faculty, scholars, and staff gathered to see what the scholars had accomplished this year. Thank you to our parents who came in large numbers to the STEAM night. The scholars and teachers had incredible experiments, activities, and the robotics team corner. STEAM night was the most successful event Sacramento Valley Charter School has ever hosted. We want to thank everyone who helped and came to help celebrate this day and everyone for making this a very successful gathering for the school and the scholars.

Free Dress Day: February 23, 2024, is a free dress day and the theme is Sports Day.

The School Accountability Report Card 2022-2023(SARC) has been updated on our official website and on the California Department of Education website. Access to the report is also available on our school website.

Open Enrollment for the 2024-2025 school year is from January 22 - February 29, 2024. New parents can also submit applications through our school website. We will contact them near the month of April with further information. If we receive more applications than spaces available, enrollment will be subjected to a lottery.

Staff Update: Vice principal Dr. Cerrene Yvonne-Cervantes has accepted the position of vice principal. She will start on March 1st. Dr. Cervantes is an experienced administrator who was principal of a Charter School in the Bay Area.