

THIS SCHOOL SERVICES AGREEMENT (this "Agreement") is by and between Sacramento Valley Charter, a California 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 <u>Exhibit A</u> ("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.
- **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 (iv) 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. <u>SCHOOL OBLIGATIONS</u>. 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. <u>Term</u>. This Agreement shall commence as of July 1, 2025, ("Effective Date") and shall continue thereafter until June 30, 2027 ("Renewal Term"), unless sooner terminated pursuant to this Section 4.
- b. 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.
- c. 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. <u>COMPENSATION</u>.

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- a. Fees. In consideration of the provision of Services by Service Provider, School shall pay fees of \$39,000 annually for a period of two years. Service Provider will invoice these fees on a monthly basis in the amount of \$3,250, commencing July 1, 2025, 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.
- b. Expenses. School agrees to reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services. To the extent 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. <u>Time and Materials</u>. 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. <u>Taxes</u>. 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. Notwithstanding the same, when lawful and able, Service Provider shall use School's sales tax exemption certificate to avoid paying such taxes in the first instance.
- e. <u>Interest</u>. 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

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shall reimburse School for any fee paid by School to Service Provider under this Agreement that the expert deems to be unreasonable.

7. <u>CONFIDENTIAL INFORMATION</u>.

- 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 non disclosure 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

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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 the 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.

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SCHOOL SERVICES AGREEMENT WITH Sacramento Valley Charter

11. REPRESENTATIONS AND WARRANTIES.

- a. Mutual. Each Party represents and warrants to the other Party that:
 - 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:
 - 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.** <u>School</u>. School represents and warrants to Service Provider that:
 - 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

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SCHOOL SERVICES AGREEMENT WITH Sacramento Valley Charter

- 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 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's gross negligence or willful misconduct.

14. <u>LIMITATION OF LIABILITY</u>.

- 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, 95691-3046

Attention: Vicky Dali

Telephone: 916-596-6422

Email:vdali@sacvalleycharter.org

If to Service Provider:

Vertex Education, LLC

3125 S. Gilbert Road

Chandler, Arizona 85286 Attention: Kristy Phillips

Telephone: 480-909-4316

Email: kristy.phillips@vertexeducation.com

All Notices will be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). 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

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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. <u>INUREMENT: NO THIRD-PARTY BENEFICIARIES</u>. 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.
- **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]

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

SCHOOL
Sacramento Valley,
a California nonprofit corporation
By:
Name:
Name.
Title:
SERVICE PROVIDER
VERTEX EDUCATION, LLC,
an Arizona limited liability company
By:
Name:
Ivailie.
Title:



EXHIBIT A SCOPE OF WORK

I. SERVICES.

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

Description of Services

 Services to be Provided. Service Provider will provide assistance with respect to administering NSLP Services to Sacramento Valley Charter School, commencing on the Effective Date, as follows:

Administrative Services

- Renew Sponsor and Site applications to provide NSLP services
- Free and Reduced Application Processing
- Verification of 3% error-prone applications
- Direct Certification bi-weekly
- Update Student Information System as needed
- Monthly on-time claim submission
- Parent/guardian correspondence and support
- Site visit to campus to complete state mandated onsite monitoring
- Nutritional Database upkeep
 - includes addition of new recipes and ingredients, menu compliance, and production records

Operational Services

- RFP for Food Vendor
- Assistance with food vendor contracts and ongoing vendor support
- Support in creating and maintaining operational efficiency
- 2. Compliance. Service Provider shall consult with School and support School's efforts to ensure that the National School Lunch Program comply with applicable local, county, state and federal regulations. School shall maintain any and all licenses needed for the point of sale system, the cost of which shall be borne solely by School. School shall be solely responsible for equipment maintenance and replacement related to 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:
 - State Administrative Review Support (outside of 24/25 Administrative Review)
 - Travel above and beyond the initial implementation visit and annual audit visit

Proposal For Sacramento Valley Charter (District)

edlio

Created by:

Katherine Stafford Edlio, LLC.

Prepared for:

Dr. Vendetta Dozier-Brown Sacramento Valley Charter (District) Quote date:

10 / 11 / 2024

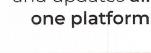
Expiration date: 10/31/2024



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Why Edlio?

With Edlio's full technology suite, you can seamlessly share your school's news and updates all in one platform!



Mobile Apps





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We have been in business for over 20 years



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We process over 2.2 million transactions a year



We serve over 19,000 K-12 schools in North America



117 product updates in 2022





We proudly serve over 19K schools in the US, including:

- · LAUSD (School Sites)
- Mentor Public Schools
 - · PS 149 Danny Kaye



Our clients update over 1.6 million Edlio website pages per year

Technology that's powerful enough for any district, but user-friendly for every educator. What do our clients have to say about it?



Take your time, research the products that are out there and find what works. Hopefully everything that works for you will be streamlined on one platform. For us, that's been Edlio. It's just really simplified my life in terms of pushing information out to our community and our stakeholders.

Eric Pustejovsky Superintendent



Mentor
Public Schools

The most important thing is, your technology has to work. It's about the customer service that you're receiving, and a lot of the success that you're going to have with those programs is dependent on that. I've loved our experience with Edlio. You guys have been fantastic partners.

Dr. Joseph GlavenDirector of CTE & Business
Partnerships

Proposal

Quote Date:

10/11/2024

Expiration Date:

10/31 2024

Prepared For:

Prepared By:

Billing POC

Dr. Vendetta Dozier-

Prepared By Email Katherine Stafford katherine@edlio.com

Account Name

Brown

Sacramento Valley Charter

Billing Address

(District)

2399 Sellers Way West Sacramento, CA

95691-3046

EDLIO GALLERY DESIGN (CUSTOMIZABLE LAYOUT, 6-8 WEEKS LEADTIME)

Name	Price	Discount	Total
Annual Subscription			
Edlio Website CMS: Single Website (Annual Fee), includes, Social Media Integration, Newsletter Feature (send unlimited email flyers and newsletters to help with your school marketing efforts), Office 365 and Google Integration, AIO Technology (All-In-One), Unlimited Tech Support, Dedicated Client Service, Hosting through AWS. Includes Broadcast (Annual Fee), Metered 100K, Send Email/Text/Voice (Robocalls) Notifications to Parents-Students-Staff,	\$5,000.00	\$0.00	\$5,000.00
Online School Payment Solution and Forms with Pay, only cost is CC transaction fees and .35 service fee Forms with Pay (Annual Fee)	\$0.00	\$0.00	\$0.00
OPTIONAL ITEM: Content Autopilot, 25 Hours of Content/Website Work or Adjustments. Use your 25 hours as quickly or slowly. Add more hours, if you need more! 25 hours must be used within one year.	\$1,200.00	\$0.00	\$1,200.00

			\$6,200.00
One Time Fees			
Edlio Gallery (One-time Fee) Initial design and build of your Edlio website(s), utilizing a single-use, pre-built design from Edlio's Gallery library; includes content migration	\$1,500.00	\$0.00	\$1,500.00
Complimentary Redesign: Edlio Gallery (At Time of Renewal) Redesign existing Edlio website(s)	\$0.00	\$0.00	\$0.00
SIS Integration: Generic Importer - With Assist. Add-on for Edlio CMS	\$0.00	\$0.00	\$0.00
			\$1,500.00

Grand Total \$7,700.00

No of Website: 1

Agreement

Contract Length in Years: 3

By signing below, I acknowledge that this is an annual subscription and my organization is liable for payment for the full contract length specified above. If my organization received a discount and cancels before the end of the contract, we are liable for the non-discounted amount for the remainder of the full contract length. This includes any discounted setup fees. If my organization opted for a prorated term, I understand that we are also liable for that prorated amount.

Unless otherwise provided, Edlio will invoice Customer on an annual basis, payable in advance. Payment for the invoice covering the first year of this agreement, including annual recurring fees and applicable one-time fees, is due and payable within thirty (30) days of date of invoice, unless stated otherwise. Annual invoices will be sent out up to 90 days before the anniversary date to allow sufficient time for your organization to submit payment no later than the 1st day of the annual subscription period.

I understand and agree to the terms laid out above and in the attached pdf.

Signature:

Name:

Dr. Vendetta Dozier-Brown

Sacramento Valley Charter (District)

Date:

For invoicing purposes please provide the best point of contact.
Name:
Email:
Phone Number:

Website edlio

*All features listed come as standard



Modern, mobile-responsive design



User-friendly back end designed to be easy for every educator



unlimited admin user accounts Granular user management &



Integrations with Microsoft, Google, & more



Forms with payments



Social media manager



Teacher & class pages

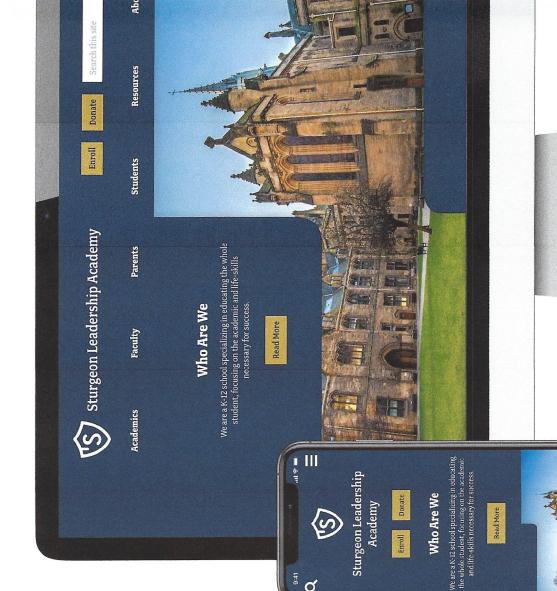


Newsletter sender



Built-in functionality for website accessibility & SEO

(F



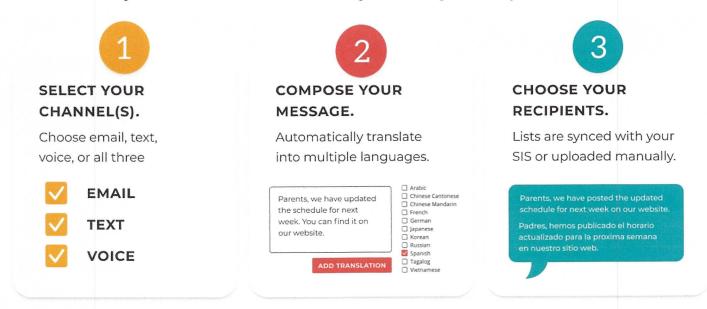
Broadcast



Communication isn't just about technology, it's about people. Edlio Broadcast makes it simple to send messages across multiple platforms so you can focus on reaching the hearts and minds of your audience. Building trust requires clear consistent communication and with Edlio Broadcast, this is easier than ever.

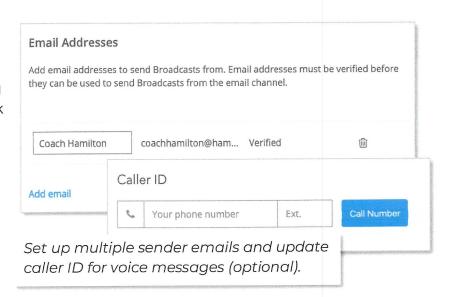
HOW IT WORKS

Whether there's an urgent alert to get out or you're juggling multiple tasks, sending a message needs to be easy. Broadcast's intuitive interface gets messages out in just three steps.



SENDER OPTIONS

Broadcast includes settings for sending email and voice messages. With a quick verification process, set up multiple email addresses from which to send messages. There's also a Caller ID option to send voice calls using your school's number. Text messages are sent from a pool of Edlio-owned numbers and balanced to send quickly.



EMAILS

Broadcast's email editor includes familiar controls for styling your text and adding links and images to your message. You can also preview your email before sending.

TEXT MESSAGES

Text messages have become the preferred channel for busy parents. In Broadcast, just type your message and send. Your school/district name will be populated along with the recommended opt out instructions. There's also a character counter to clearly see if a message will be divided into multiple texts.



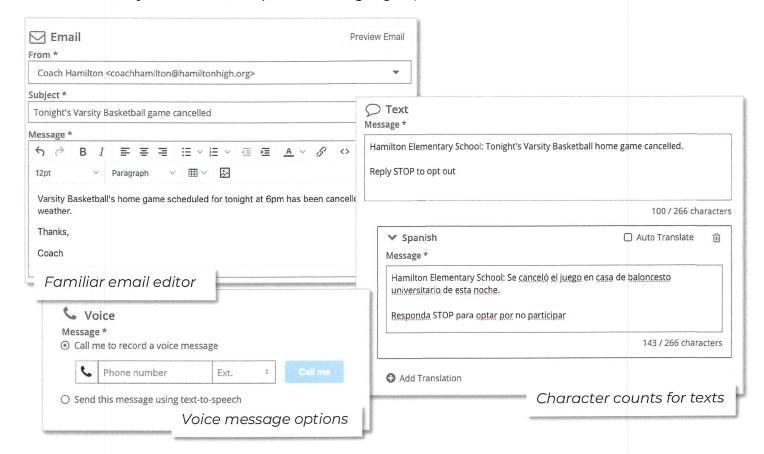
It has been great. The most helpful feature is the text messages. We use it to get Zoom links for meetings to our parents. Our participation has gone up since we started to text the link to the meeting a few minutes beforehand.

NATHAN LARSEN

Fannie Lou Hamer Freedom HS

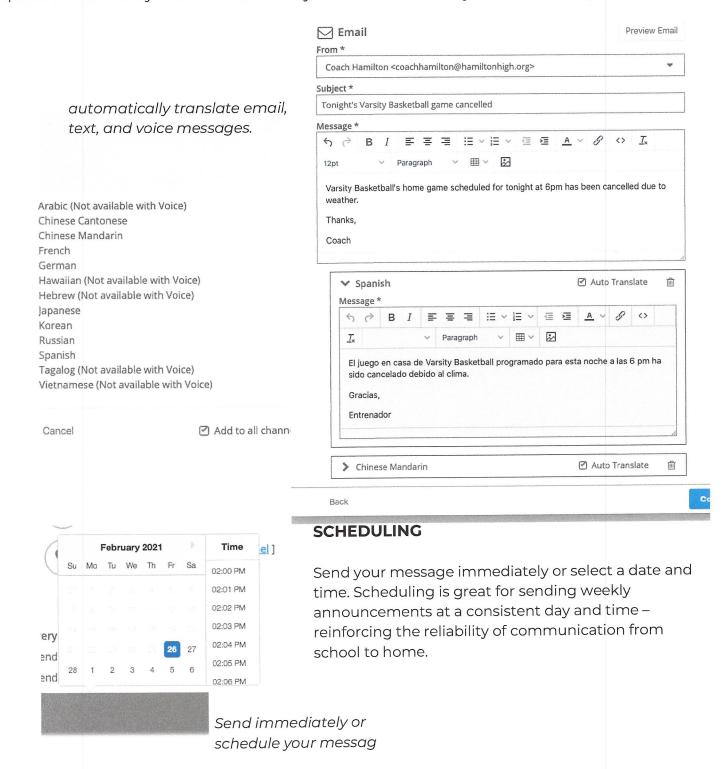
VOICE CALLS

When sending a voice message, you can choose to record your message or use the text-to-speech option to dictate the message you enter and add translations. When a recipient answers the call, they can either wait a few seconds or press any key to hear the message, and if there are translations, they can select their preferred language option.



TRANSLATION

Notify families in multiple languages with just a click. You can translate email, text, and voice messages into up to three languages for each channel. Broadcast supports the top 100 languages spoken in the US so you can connect with your whole community without needing a translator.



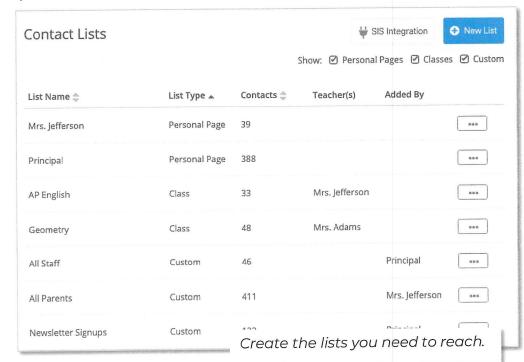
CONTACT LIST MANAGEMENT

Send the right message to the right people using Contact Lists. Set up Contact Lists for the whole school, a class, a team, PTA members – whatever groups you need to reach. You can send a single message to one or more Contact Lists without worrying about overlapping contacts – Broadcast will ignore duplicate emails and phone numbers.

Broadcast gives you options for creating Contact Lists:

- Upload a spreadsheet of contacts
- Enter contacts into a list using a quick form
- Set up SIS Integration to create lists from your SIS data

Edlio CMS users also have access to Teacher and Class Page Subscriber lists and can compile lists from the Form Widget.



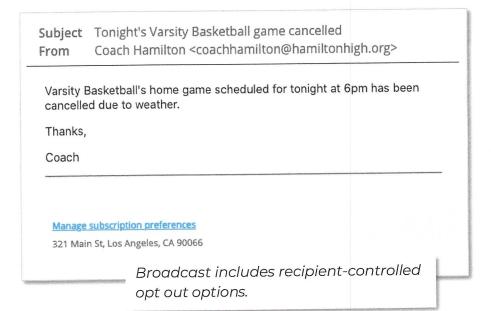
OPT OUT HANDLING

Broadcast has built-in recipientcontrolled opt out handling.

Emails include an unsubscribe link to manage subscription settings.

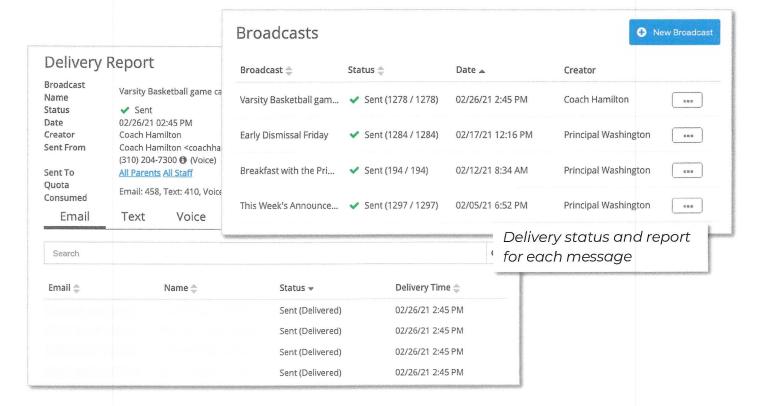
Text message recipients can reply to a Broadcast message with STOP to unsubscribe.

Voice calls end with the message "To stop receiving messages like these, press # to opt-out".



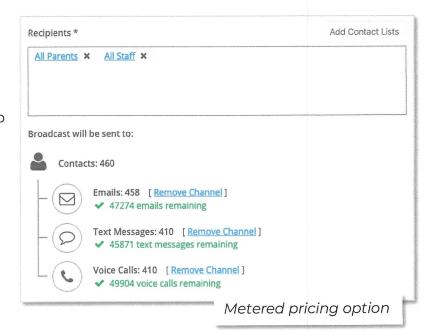
REPORTING

All messages are logged in Broadcast and include delivery reports with the name, delivery time, and status of each recipient. You can check each channel individually and search for recipients by name, email, or phone number.



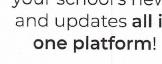
METERED PRICING OPTION

With Edlio Broadcast, you can send as many messages as you like. You can also opt to purchase metered packages of 100,000-900,000 messages per channel to use annually – a great option for schools that do not plan to send messages regularly. The balance is displayed as you compose your message and add Contact Lists. Add units or upgrade to a per student account at any time as well.



Why Edlio?

With Edlio's full technology suite, you can seamlessly share your school's news and updates all in





Mobile Apps



Mass Communication



K-12 Websites



Online Payments



We have been in business for over 20 years



We have clients in all 50 states



We process over 2.2 million transactions a year



We serve over 19,000 K-12 schools in North America



117 product updates in 2022





We proudly serve over 19K schools in the US, including:

- · Galt Union High School District · Fortune School
 - · Robla Schoo; District



Our clients update over 1.6 million Edlio website pages per year

Technology that's powerful enough for any district, but user-friendly for every educator. What do our clients have to say about it?



Take your time, research the products that are out there and find what works. Hopefully everything that works for you will be streamlined on one platform. For us, that's been Edlio. It's just really simplified my life in terms of pushing information out to our community and our stakeholders.

> Eric Pustejovsky Superintendent



The most important thing is, your technology has to work. It's about the customer service that you're receiving, and a lot of the success that you're going to have with those programs is dependent on that. I've loved our experience with Edlio. You guys have been fantastic partners.

> Dr. Joseph Glaven Director of CTE & Business Partnerships

October 2024

Pursuant to California *Education Code* (*EC*) Section 47607(c), as an additional criterion for determining whether to grant a charter renewal, the chartering authority shall consider a charter school's placement under performance categories based on the charter school's performance on the California School Dashboard (Dashboard).

The following two criteria are used to determine the performance category (i.e., High, Middle, or Low) of a charter school:

- Criterion 1: Based on the performance colors received for all of the state indicators on the Dashboard for the two previous Dashboard years. The Dashboard state indicators are:
 - English language arts/literacy (ELA),
 - Mathematics.
 - Chronic Absenteeism Indicator,
 - English Learner Progress Indicator (ELPI),
 - Graduation Rate Indicator,
 - College/Career Indicator (CCI), and
 - Suspension Rate Indicator.
- 2. **Criterion 2**: Based on the "Status" (also known as current year data) for all academic indicators with a performance color for the two previous Dashboard years. Note that per California *EC* Section 47607(c)(3), academic indicators are defined as:
 - ELA.
 - Mathematics,
 - ELPI, and
 - CCI.

Details on each of the criteria appear below. Schools that meet neither the High nor Low performing levels under Criterion 1 or 2 above are automatically placed in the Middle performance category.

Determining the Performance Category

As noted earlier, data for the two previous Dashboard years are used to make performance category determinations. Therefore, for this current release, the 2022 and 2023 Dashboards are used.

For the 2022 Dashboard, due to the COVID-19 pandemic, state law required that only Status (also known as current year data) be reported for this Dashboard. As a result, Dashboard performance was reported using one of five Status levels for state indicators. Therefore, as expressed in the bullets below, Status levels were used as a proxy for performance colors on the 2022 Dashboard where there were at least 30 students. Furthermore, Status levels were also used as a proxy for performance colors on the 2023 Dashboard CCI where there were at least 30 students.

- Status Level Very Low = Red
- Status Level Low = Orange
- Status Level Medium = Yellow
- Status Level High = Green
- Status Level Very High = Blue

Charter schools that received a 2023 Dashboard but closed during the 2023–24 school year have been removed from consideration of receiving performance categories. Schools that had a charter status in 2022–23 but changed its status to non-charter during the 2023–24 school year were also removed from consideration of receiving performance categories.

Criterion 1 (Performance Colors)

The following conditions apply for charter school renewal under Criterion 1:

 Must have at least two academic indicators (i.e., ELA, Mathematics, CCI, and/or ELPI) at the school level in each of the two Dashboard years. (The two academic indicators do not need to be the same indicators each year.)

Charter schools that meet the following conditions are determined to be High or Low performing, based on the color assignments at the school level:

- **High Performing:** The school has Blue and/or Green on **all** state indicators for two years: Eligible for presumptive renewal.
- Low Performing: The school has Red and/or Orange on all state indicators for two years: Eligible for presumptive non-renewal.

Charter schools that do not meet Criterion 1 requirements for presumptive renewal or non-renewal are subject to Criterion 2.

Criterion 2 (Status)

The following conditions apply for charter school renewal under Criterion 2:

- 1. Limited to academic indicators (i.e., ELA, Mathematics, CCI, and ELPI).
- 2. Limited to only those academic indicators with a color (Note: Status levels were also used as a proxy for performance colors on the 2023 Dashboard CCI).

Performance determinations under Criterion 2 are based on the **overall Status** for both the charter school and its student groups, and how they compare with the statewide averages for the two previous Dashboard years. The state's Status is used as the "statewide average" for the academic indicators.

Determinations for Presumptive Renewal/High Performing

- 1. For **schools** that have a performance color for all academic indicators, the school received an overall Status that is the same or higher than the overall Status for the State of California.
- 2. For each academic indicator, remove the **student groups** that performed higher than or at the same level as the statewide average.
 - a. For the 2023 Charter School Performance Category Data File, the student groups that performed higher or at the same level were: White, Asian, Filipino, Two or More Races. (Note: The ELPI does not have student groups; however, the school must have a higher Status than that of the statewide average.)
- 3. For each academic indicator, after removing the student groups in step 2 above, identify the student groups with a color that scored higher than their respective student group statewide average (i.e., received a higher Status score on the indicator).
- 4. Each school must have at least two remaining student groups that receive a color. (Note that the total number of student groups can be across the two previous Dashboard years.)
- 5. The student groups must have **at least two** academic indicators in each of the two Dashboard years. (The two academic indicators do not need to be the same indicator each year.)
- 6. To be placed in the High Performing Category, for each academic indicator for each year, the school must have a majority of student groups scoring higher than

the statewide average for their respective student group. (Note: If the school does not have two remaining student groups, the school is placed in the Middle performance category.)

Determinations for Presumptive Non-Renewal/Low Performing

- 1. For **schools** that have a performance color for all academic indicators, the school received an overall Status that is the same or lower than the overall state average.
- 2. For each academic indicator, remove the **student groups** that performed higher than or at the same level as the statewide average.
 - a. For the 2023 Charter School Performance Category Data File, the student groups that performed higher or at the same level were: White, Asian, Filipino, Two or More Races. (Note: The ELPI does not have student groups; however, the school must have a higher Status than that of the statewide average.)
- 3. For each academic indicator, after removing the student groups in step 2 above, identify the student groups that scored lower than their respective student group statewide average (i.e., received a lower Status score on the indicator).
- Each school must have at least two remaining student groups that receive a color. (Note that the total number of student groups can be across the two previous Dashboard years.)
- 5. The student groups must have at least two academic indicators in each of the two Dashboard years. (The two academic indicators do not need to be the same indicator each year.)
- 6. To be placed in the **Low Performing Category**, for each academic indicator for each year, the school must have a majority of student groups scoring lower than the statewide average for their respective student group. (*Note: If the school does not have two remaining student groups, the school is placed in the Middle performance category.*)

Middle Performance

Charter schools that meet neither the High nor Low performing categories under Criterion 1 or 2 are automatically placed in the Middle performance category.

Exclusion of Schools with Dashboard Alternative Schools Status (DASS)

DASS charter schools have their own renewal criteria. Therefore, the High, Middle, or Low performance categories are not determined for these schools. As a result, they are not included in the 2023 Charter School Performance Category Data File.

For more information on the renewal criteria for DASS schools, refer to the CDE Dashboard Alternative School Status web page.

To determine which charter schools are DASS, download the Current DASS Schools data file posted on the CDE <u>Active DASS Schools</u> web page.

Resources

For more information regarding performance categories, please refer to the California Department of Education <u>Performance Categories</u> web page.

All files and data needed to create the performance categories list can be found in the Dashboard downloadable data files posted on the CDE <u>Dashboard Resources</u> web page.

The statute on charter school renewals can be found on the <u>California Legislative</u> <u>Information</u> web page.

Sacramento Valley Charter

Explore the performance of Sacramento Valley Charter under California's Accountability System.

Generate PDF Report 🖪

View Additional Reports 2

2023

Chronic Absenteeism



Rec

Suspension Rate



Orang

English Learner Progress



Blue

English Language Arts



Mathematics



Basics: Teachers, Instructional Materials, Facilities

STANDARD MET

Implementation of Academic Standards

STANDARD MET

Parent and Family Engagement

STANDARD MET

Local Climate Survey

STANDARD MET

Access to a Broad Course of Study

STANDARD MET

School Details

Optional Narrative Summary

Completed By Sacramento Valley Charter

Sacramento Valley Charter was authorized by Washington Unified School District in 2011. It made remarkable achievements over the years drawing the attention of the Greater Sacramento community. A charter school with strong community support and participation that provides a rigorous, standards-based curriculum and individualized support for all children.

A safe and compassionate learning environment that promotes love of learning while meeting their academic, social, and emotional needs.

NAME

Sacramento Valley Charter

ADDRESS

2399 Sellers Way

West Sacramento, CA 95691-3046

GRADES SERVED

CHARTER

Yes

DASHBOARD ALTERNATIVE SCHOOLS STATUS

SACRAMENTO VALLEY CHARTER

Student Population

Explore information about this school's student population.

LEARN MORE

Enrollment

306

View More Information →

LEARN MORE

Socioeconomically Disadvantaged

85.3%

LEARN MORE

English Learners

34.3%

LEARN MORE

Foster Youth

0%

SACRAMENTO VALLEY CHARTER

Academic Performance

View Student Assessment Results and other aspects of school performance.

LEARN MORE
English Language Arts

All Students State



Green

43.9 points above standard

Maintained -0 6 Points

Mathematics

All Students Sta



Blue

34.6 points above standard

Increased 20 7 Daints A

EQUITY REPORT

Number of Student Groups in Each Level

0

Yellow

View More Details →

Green

0

Orange



Local Indicators

LEARN MORE

View More Details →

Implementation of Academic Standards

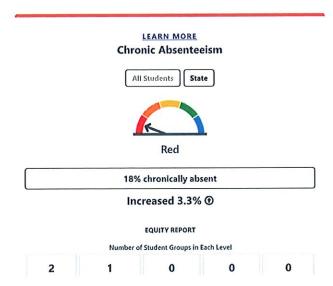
STANDARD MET

View More Details

SACRAMENTO VALLEY CHARTER

Academic Engagement

See information that shows how well schools are engaging students in their learning.





Local Indicators

LEARN MORE

Access to a Broad Course of Study

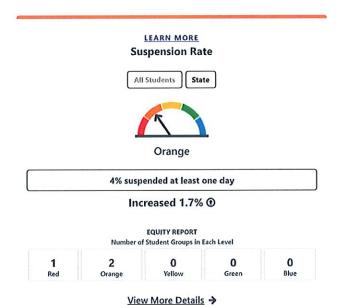
STANDARD MET

View More Details →

SACRAMENTO VALLEY CHARTER

Conditions & Climate

View data related to how well schools are providing a healthy, safe and welcoming environment.



STANDARD MET

Local Indicators

Basics: Teachers, Instructional Materials, Facilities

STANDARD MET

View More Details →

LEARN MORE

LEARN MORE

LEARN MORE

Sacramento Valley Charter

Generate PDF Report 🖺

Back to Overview

View Additional Reports ぱ

2023

Academic Engagement

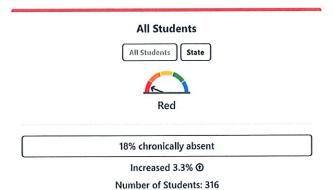
View data about academic participation.

Chronic Absenteeism

All Students

Explore information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled. Additional information on the counts and reasons for absences can be found on DataQuest on the Absenteeism by Reason reports:

https://dq.cde.ca.gov/dataquest/DQCensus/AttAbsByRsn.aspx?agglevel=School&cds=57726940124875&year=2022-23



Student Group Details

All Student Groups by Performance Level

11 Total Student Groups





Orange

Socioeconomically Disadvantaged

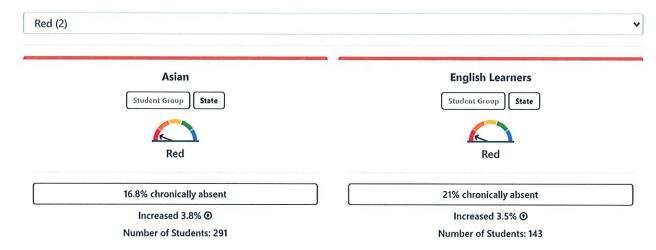






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Explore Groups By Performance Level



Local Indicators

STANDARD MET

Access to a Broad Course of Study

This measure explores whether students have access to, and are enrolled in, a broad course of study including the programs and services developed and provided to unduplicated students and individuals with exceptional needs.

View More Information



California Department of Education

DataQuest Home / Absenteeism by Reason Report

2022-23 Absenteeism by Reason

Sacramento Valley Charter Report (57-72694-0124875)

- **+** Report Description
- **+** Report Glossary
- **★** Report Options and Filters

Race / Ethnicity	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of- School Suspension Absences	Incomplete Independent Study Absences
African American	*	*	*	*	*	*	*
American Indian or Alaska Native	*	*	*	*	*	*	*
Asian	291	280	10.9	40.2%	57.9%	0.8%	1.2%
Filipino	*	*	*	*	*	*	*
Hispanic or Latino	*	*	*	*	*	*	*
Pacific Islander	*	*	*	*	*	*	*
White	*	*	*	*	*	*	*
Two or More Races	*	*	*	*	*	*	*
Not Reported	*	*	*	*	*	*	*

Report Totals

Name	Eligible Cumulative Enrollment	Count of Students with One or More Absences	Average Days Absent	Excused Absences	Unexcused Absences	Out-of- School Suspension Absences	Incomplete Independent Study Absences
Sacramento Valley Charter	316	304	11.3	39.8%	58.4%	0.7%	1.0%
Washington Unified	8,482	8,111	14.4	55.6%	41.4%	1.3%	1.8%
<u>Yolo</u>	30,715	28,747	14.2	57.0%	37.1%	1.1%	4.8%
<u>Statewide</u>	5,958,889	5,536,799	14.6	54.7%	39.2%	0.9%	5.3%

Note: Data may be suppressed (*) to protect student privacy (<u>Data Suppression</u>). Data are unduplicated at each reporting level (school/district/county/state). As a result, data at one level (e.g., school) are not summative to a higher level (e.g., district). Also, data displayed in the Student Group report view (located in the Report Options and Filters under the Data Type Options) are not mutually exclusive and therefore not summative to the report total.

PLEASE BE ADVISED: The COVID-19 pandemic resulted in statewide physical school closures in February/March 2020 followed by the widespread implementation of distance learning during the 2020–21 academic year. The CDE has determined that absenteeism data are not valid and reliable for the 2019–20 academic year; therefore, the CDE has not processed these data and they are unavailable for public release. The CDE recommends caution when comparing absenteeism data across academic years. For more information about the impact of COVID-19 on data reporting, please visit the CDE COVID-19 and Data Reporting webpage.

^{*} Charter school data are removed by default from all district-level DataQuest absenteeism reports, including the associated state and county Report Totals. To include charter school data in district-level reports, select the "Reset Filters" button on district-level reports to show data for "All Schools" OR select the desired School Type filter from within the expandable Report Filters menu on the desired DataQuest report.

^{**} Results produced using the Alternative School report filter are based on the Alternative School Accountability Status (ASAS) during associated academic year, which is based on the Dashboard Alternative School Status (DASS). The Alternative School report filter is strictly intended to facilitate comparisons for traditional charter and non-charter schools by allowing for the removal of alternative schools, which generally serve "high-risk" student populations. For more information regarding the current DASS school accountability please click here.