



*A California nonprofit public benefit corporation*

## **Governing Board Meeting Agenda**

January 25, 2024, 6:30 P.M.

Location: 575 W. Altadena Drive, Altadena, Ca. 91001

### **Instructions for Presentations to the Board by the Public**

Aveson Corporation ("Aveson"), which operates Aveson School of Leaders and Aveson Global Leadership Academy, welcomes your participation at the Aveson's Board meetings. The purpose of a public meeting of the Board of Directors ("Board") is to conduct the affairs of Aveson in public. We are pleased that you are in attendance and hope that you will visit these meetings often. Your participation assures us of continuing community interest in our schools. To assist you in the ease of speaking/participating in our meetings, the following guidelines are provided:

1. During normal operations, agendas are available at the door to the meeting. Note that the order of business on this agenda may be changed without prior notice. For more information on this agenda, please contact: Aveson Charter Schools, 1919 Pinecrest Dr., Altadena, CA 91001. Telephone: 626-797-1440. During remote operations, agendas will be available in the Zoom meeting upon arrival. Agendas and Board packets are also posted at [aveson.org](http://aveson.org)
2. "Request to Speak" forms are available to all audience members who wish to speak on any agenda items or under the general category of "Oral Communications." You may specify that you wish to speak on an agenda item by completing the form before the meeting is called to order. Note: Special meetings do not include Oral Communications, but members of the public may still speak to agenda items, as during regular meetings.
3. "Oral Communications" is set aside for members of the audience to raise issues not specifically on the agenda. However, due to public meeting laws, the Board can only listen to public comment, not engage in discussion or take action. The Board may give direction to staff to respond to communications or speakers may be offered the option of returning with a citizen-requested item. These presentations are limited to three (3) minutes and total time allotted will not exceed fifteen (15) minutes.
4. You will be given an opportunity to speak for up to five (5) minutes on agenda items when the Board discusses that item.
5. During remote operations, please keep your microphone muted, except when called upon by the Board. The chat may not be used by the public

during online meetings. It shall only be used by the Board to post public materials..

6. When addressing the Board, speakers are requested to state their name and adhere to the time limits.
7. You may request that a topic related to school business be placed on a future agenda in accordance with the guidelines in Board Policy. Once such an item is properly agendized and publicly noticed, the Board can respond, interact, and act upon the item.
8. In compliance with the Americans with Disabilities Act (ADA) and upon request, Aveson may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact Aveson's main office.

## 1. PRELIMINARY

### 1.1. CALL TO ORDER

Meeting was called to order by the Board Chair at:

ROLL CALL	PRESENT	ABSENT
Mari Bennett		
Javier Guzman		
Trinity Jolley		
Jeiran Lashai		
Elsie Rivas Gómez		

### 1.2. Core Practice

### 1.3. Guiding Principle: Integrity is everything

## 2. COMMUNICATIONS

- 2.1. ORAL COMMUNICATIONS: Non-agenda items: no individual presentation shall be for more than three (3) minutes and the total time for this purpose shall not exceed fifteen (15) minutes. Ordinarily, Board members will not respond to presentations and no action can be taken. However, the Board may give direction to staff following a presentation.

## 3. CONSENT AGENDA ITEMS

- 3.1. Approval of Board Minutes: 12-12-23
- 3.2. Approval of November Bank & Credit Card Statements
- 3.3. Approval of Amazon November Statements

## 4. DISCUSSION ITEMS

4.1. Financial Report Update

4.2. Site Directors' Reports. (May include: curriculum & instruction; equity, diversity, & inclusion; events & community; student achievement & support; professional development)

4.2.1. ASL

4.2.2. AGLA

4.3. Executive Director's Report. (May include: C & I; equity, diversity, & inclusion; events & community; student achievement & support; professional development; human resources; facilities; operations; finance)

4.3.1. ASL & AGLA Recharter

4.4. ACO Report

## 5. ACTION ITEMS

5.1. Approve SARC for AGLA

5.2. Approve SARC for ASL

5.3. Approve JPA Letter of Withdrawal

5.4. Approve Financial Services Contract (Back office)

5.5. Approve contract Positive Adventures Outdoors (AGLA)

5.6. Approve Revolution Office contract (both sites)

5.7. Approve Paycom Terms & Agreement - Contract

## 6. ADJOURNMENT

Posting Certification: I, Ian McFeat, Executive Director of Aveson Charter Schools, certify this agenda was posted at each school's front office and [aveson.org](http://aveson.org) on or before Monday, January 22nd, 2024 at 5pm.

# Aveson Charter School

## Balance Sheet

As of November 30, 2023

	AGLA (#847)	ASL (#848)	TOTAL
<b>ASSETS</b>			
Current Assets			
Bank Accounts			
9120 Aveson Cash in Bank			\$0.00
9121-54 Cash in Bank Community Bank Checking	1,484,035.83	1,336,956.25	\$2,820,992.08
9121-67 Cash in Bank - Wells Checking	0.00	0.00	\$0.00
9123-83 Cash in Bank - Wells Petty Cash 1	0.00	0.00	\$0.00
9129-07 Cash in Bank - Wells Petty Cash 2	0.00	0.00	\$0.00
<b>Total 9120 Aveson Cash in Bank</b>	<b>1,484,035.83</b>	<b>1,336,956.25</b>	<b>\$2,820,992.08</b>
9130-AV Petty Cash (no bank acct)	720.00	180.00	\$900.00
<b>Total Bank Accounts</b>	<b>\$1,484,755.83</b>	<b>\$1,337,136.25</b>	<b>\$2,821,892.08</b>
Accounts Receivable			
9200 Accounts Receivable	0.00	0.00	\$0.00
9211 AR Title I	0.00	0.00	\$0.00
9212 AR Title II	0.00	0.00	\$0.00
9213 A/R - IDEA Local Assistance SPED Funds	0.00	0.00	\$0.00
9214 Title IV AR	0.00		\$0.00
9229 AR - Other Federal	0.00	0.00	\$0.00
9230 AR - State Aid	0.00	0.00	\$0.00
9231 AR - Categorical	0.00	0.00	\$0.00
9232 AR - Property Taxes	0.00	0.00	\$0.00
9233 AR - Lottery	0.00	0.00	\$0.00
9234 AR - Special Education AB602	0.00	0.00	\$0.00
9235 AR - Class Size Reduction		0.00	\$0.00
9236 AR - SB740 Facilities Grant	0.00	0.00	\$0.00
9237 AR - Education Protection Account	0.00	0.00	\$0.00
9238 A/R - Federal Child Nutrition	0.00	0.00	\$0.00
9239 AR State Child Nutrition	0.00	0.00	\$0.00
9240 Mental Health AR	0.00	0.00	\$0.00
9241 Other State AR	0.00	0.00	\$0.00
9242 Mandate Block Grant AR	0.00	0.00	\$0.00
9251 AR-GP PY Adjustment (due from district)	0.00	0.00	\$0.00
9260 AR - Misc	0.00	0.00	\$0.00
9261 Receivable from ASL	0.00		\$0.00
9262 AR - Receivable from AGLA		0.00	\$0.00
9263 BTSA Fees Receivable from ee	0.00	0.00	\$0.00
9264 Employee Salary Advances Receivable	0.00	0.00	\$0.00
<b>Total 9200 Accounts Receivable</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>
<b>Total Accounts Receivable</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Other Current Assets			
9200.1 Accounts Receivable - Other	0.00	0.00	\$0.00
9290 Due from Grantor	438,887.61	175,409.40	\$614,297.01



# Aveson Charter School

## Balance Sheet

As of November 30, 2023

	AGLA (#847)	ASL (#848)	TOTAL
9330 Prepaid Expenses	49,000.00	0.00	\$49,000.00
<b>Total Other Current Assets</b>	<b>\$487,887.61</b>	<b>\$175,409.40</b>	<b>\$663,297.01</b>
<b>Total Current Assets</b>	<b>\$1,972,643.44</b>	<b>\$1,512,545.65</b>	<b>\$3,485,189.09</b>
Fixed Assets			
6200 Buildings and Improvement of Buildings	341,936.63	364,051.24	\$705,987.87
6201 Bldings / Improvement of Bldings - 1099 Expenses	138,668.38	17,008.75	\$155,677.13
6202 Accumulated Depreciation-Bldgs & Improvements	-221,890.15	-120,752.00	\$ -342,642.15
6203 Construction in Progress	0.00	0.00	\$0.00
<b>Total 6200 Buildings and Improvement of Buildings</b>	<b>258,714.86</b>	<b>260,307.99</b>	<b>\$519,022.85</b>
6400 Equipment	0.00	0.00	\$0.00
6410 Vehicles	61,962.52	150,500.19	\$212,462.71
6411 Equipment- Vehicles Accumulated Depreciation	-61,962.54	-69,340.72	\$ -131,303.26
6420 Built-in furniture and fixtures	41,803.93		\$41,803.93
6421 Furniture and Fixtures Accumulated Depreciation	-28,083.42		\$ -28,083.42
<b>Total 6400 Equipment</b>	<b>13,720.49</b>	<b>81,159.47</b>	<b>\$94,879.96</b>
<b>Total Fixed Assets</b>	<b>\$272,435.35</b>	<b>\$341,467.46</b>	<b>\$613,902.81</b>
Other Assets			
9340 Reserve for Property Tax	0.00		\$0.00
9360 Security Deposits	39,522.50	5,050.00	\$44,572.50
<b>Total Other Assets</b>	<b>\$39,522.50</b>	<b>\$5,050.00</b>	<b>\$44,572.50</b>
<b>TOTAL ASSETS</b>	<b>\$2,284,601.29</b>	<b>\$1,859,063.11</b>	<b>\$4,143,664.40</b>
<b>LIABILITIES AND EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable			
9500 Accounts Payable	26,182.76	72,247.33	\$98,430.09
9501 Accrued A/P	0.00	0.00	\$0.00
9510 AP - Advanced Apportionment Repay	0.00	0.00	\$0.00
9512 AP - District PY Property Tax	0.00	0.00	\$0.00
9515 AP - Payable to OCS	0.00	0.00	\$0.00
9516 AP - Payable to County (PY Adj)	0.00	134,965.00	\$134,965.00
9517 Payable to AGLA		0.00	\$0.00
9518 AP - Payable to ASL	0.00		\$0.00
9519 AP - Educator's Co-Op COBRA	0.00	0.00	\$0.00
<b>Total 9500 Accounts Payable</b>	<b>26,182.76</b>	<b>207,212.33</b>	<b>\$233,395.09</b>
9540 Accounts Payable (A/P) - Wages Payable			\$0.00
9541 Wages Payable - Certificated Teachers	0.00	0.00	\$0.00
9542 Wages Payable - Certificated Admin	0.00	0.00	\$0.00
9543 Wages Payable - Other Certificated	0.00	0.00	\$0.00
9544 Wages Payable - Office Salaries	0.00	0.00	\$0.00
9545 Wages Payable - Aides Wages	0.00	0.00	\$0.00
9546 Wages Payable - Other Classified	0.00	0.00	\$0.00

# Aveson Charter School

## Balance Sheet

As of November 30, 2023

	AGLA (#847)	ASL (#848)	TOTAL
<b>Total 9540 Accounts Payable (A/P) - Wages Payable</b>	<b>0.00</b>	<b>0.00</b>	<b>\$0.00</b>
<b>Total Accounts Payable</b>	<b>\$26,182.76</b>	<b>\$207,212.33</b>	<b>\$233,395.09</b>
Credit Cards			
9550 Credit Card			\$0.00
9551 Credit Card - Amex	2,704.30	-18,868.38	\$ -16,164.08
9552 Credit Card - Capital One	-10,678.01	16,264.63	\$5,586.62
<b>Total 9550 Credit Card</b>	<b>-7,973.71</b>	<b>-2,603.75</b>	<b>\$ -10,577.46</b>
<b>Total Credit Cards</b>	<b>\$ -7,973.71</b>	<b>\$ -2,603.75</b>	<b>\$ -10,577.46</b>
Other Current Liabilities			
9501.1 Accrued AP	4,900.00	4,900.00	\$9,800.00
9555 Sales & Use Tax Payable	9.51	117.73	\$127.24
9557.1 PPP Loan - Current Portion	0.00	0.00	\$0.00
9557.2 Accrued Interest Payable	0.00	0.00	\$0.00
9590 Due to Grantor	50,174.27	83,575.25	\$133,749.52
9650 Deferred Revenue	512,011.61	829,328.73	\$1,341,340.34
Other Current Liabilities			\$0.00
9502 AP - District Oversight Fee	0.00	0.00	\$0.00
9503 AP - Special Education	0.00	0.00	\$0.00
9504 CCSA Growth Loan	0.00	0.00	\$0.00
9505 AP-Title I 2010/11	0.00	0.00	\$0.00
9506 NFF Line of Credit	0.00	0.00	\$0.00
9507 Wells Fargo LOC	0.00		\$0.00
9508 Community Bank Line of Credit	0.00	0.00	\$0.00
9509 Unclaimed Property	834.75	2,109.08	\$2,943.83
9520 Payroll Tax Payable			\$0.00
9521 Federal Income Tax Payable	0.00	0.01	\$0.01
9522 Social Security (OASDI) Payable	0.00	0.00	\$0.00
9523 Medicare Payable	0.00	0.00	\$0.00
9524 State SDI / Income Tax Payable	0.00	0.00	\$0.00
9525 FUTA / SUTA Payable	0.00	0.00	\$0.00
<b>Total 9520 Payroll Tax Payable</b>	<b>0.00</b>	<b>0.01</b>	<b>\$0.01</b>
9530 Payroll Clearing	999.97	-8,915.97	\$ -7,916.00
9531 403B Payable	3,889.49	-8,191.26	\$ -4,301.77
9533 AFLAC Payable	-102.18	1,666.28	\$1,564.10
9534 FSA Payable	3,466.29	3,250.51	\$6,716.80
9535 Garnishments Payable	-2,474.64	-958.50	\$ -3,433.14
<b>Total 9530 Payroll Clearing</b>	<b>5,778.93</b>	<b>-13,148.94</b>	<b>\$ -7,370.01</b>
<b>Total Other Current Liabilities</b>	<b>6,613.68</b>	<b>-11,039.85</b>	<b>\$ -4,426.17</b>
<b>Total Other Current Liabilities</b>	<b>\$573,709.07</b>	<b>\$906,881.86</b>	<b>\$1,480,590.93</b>
<b>Total Current Liabilities</b>	<b>\$591,918.12</b>	<b>\$1,111,490.44</b>	<b>\$1,703,408.56</b>

# Aveson Charter School

## Balance Sheet

As of November 30, 2023

	AGLA (#847)	ASL (#848)	TOTAL
Long-Term Liabilities			
9557 PPP Loan	0.00	0.00	\$0.00
9660 Long Term Liabilities			\$0.00
9600 Deferred Rent	542,656.90		\$542,656.90
9605 Compensated Absences	15,665.78	43,697.16	\$59,362.94
9661 Other Accrued Liabilities	0.00		\$0.00
9670 CDE Revolving Loan	0.00	0.00	\$0.00
<b>Total 9660 Long Term Liabilities</b>	<b>558,322.68</b>	<b>43,697.16</b>	<b>\$602,019.84</b>
<b>Total Long-Term Liabilities</b>	<b>\$558,322.68</b>	<b>\$43,697.16</b>	<b>\$602,019.84</b>
<b>Total Liabilities</b>	<b>\$1,150,240.80</b>	<b>\$1,155,187.60</b>	<b>\$2,305,428.40</b>
Equity			
Opening Balance Equity	0.00	0.00	\$0.00
Retained Earnings	2,304,567.10	1,767,855.73	\$4,072,422.83
Net Income	-1,170,349.70	-1,063,837.13	\$ -2,234,186.83
<b>Total Equity</b>	<b>\$1,134,217.40</b>	<b>\$704,018.60</b>	<b>\$1,838,236.00</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$2,284,458.20</b>	<b>\$1,859,206.20</b>	<b>\$4,143,664.40</b>



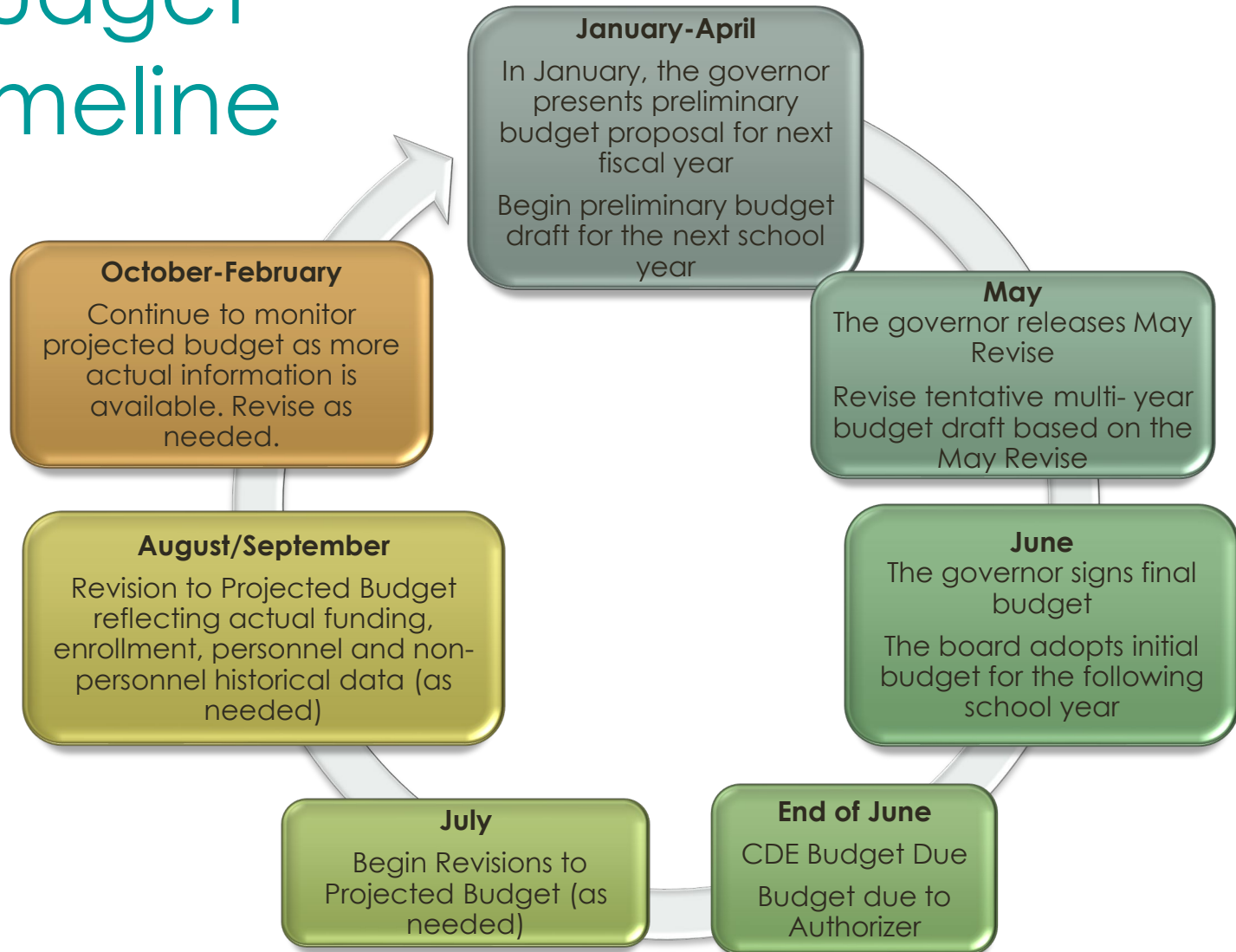
# Aveson Financial Update

Thursday,  
January 25, 2024

# Presentation Agenda

- Budget Timeline
- Governor's January Budget Proposals
- Monthly Financials
- Cash Flow

# Budget Timeline



# **FY 24-25 Governor's January Proposals**

# Budget Overview

- Governor Gavin Newsom measures a \$37.9 billion budget shortfall, due to differences in calculation methodologies compared to the Legislative Analyst's Office (LAO) \$68 billion shortfall
- FY24-25 LCFF COLA = 0.76%
- Use of "Prop 98 Reserve" Funds - \$5.7 billion withdrawal from Public School System Stabilization Account (PSSA)
- Governor's May Revise is the next budget checkpoint



## Proposition 98

- The Proposition 98 budget is a story of correction and normalization

### Good News

- The historic increases in Proposition 98 from 2019-20 through 2021-22 resulted in significant financial investments to combat the impacts of the pandemic
- The state is better prepared to weather a financial downturn due to record levels of reserves

### Bad News

- The \$26 billion shortfall of tax revenues for 2022-23 turned a normal year into one where it appears that the state provided money above the minimum guarantee
- The Governor's solution to mitigate this shortfall is unprecedented and not widely or clearly understood, which creates risk for local educational agencies (LEAs)

## The Education Budget and Local Impact

- The Governor continues with the theme of “correction and normalization”

### Good News

- Despite the significant underperformance of General Fund revenues in 2022-23, the Governor is not proposing any new cuts or deferrals to K-12 education core programs
- General Fund revenue spikes in 2021-22 were used for one-time purposes and that is now paying dividends

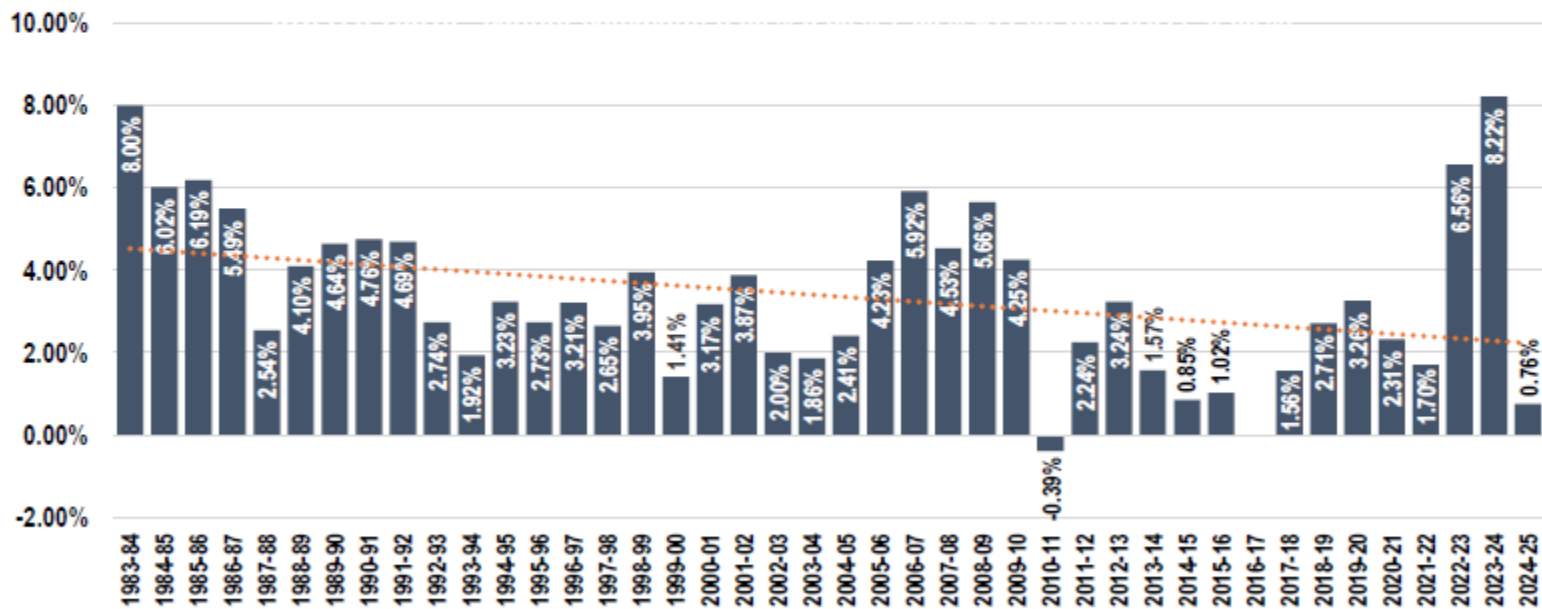
### Bad News

- Education is facing a “COLA<sup>1</sup>-only” year where the projected statutory COLA is significantly less than 2023-24 and anticipated for 2024-25 trending

<sup>1</sup>Cost-of-living adjustment

## Historical Statutory COLAs

- The statutory COLA for 2024-25 feels anomalous relative to the last two years, but when looking back, COLA is beginning to normalize to historical trends—COLAs above 6% are the anomalies



## LCFF Overview

- The Governor's Budget once again relies on one-time funding to meet the ongoing obligation to the Local Control Funding Formula (LCFF)
  - Of the proposed \$5.7 billion PSSSA withdrawals across the current and budget year, \$5.0 billion is proposed to be allocated for the purposes of supporting the LCFF

2023-24 Enacted Budget



2023-24

2024-25 Governor's Budget



2023-24



2024-25

## 2024-25 LCFF Funding Factors

Grade Span	TK-3	4-6	7-8	9-12
2023-24 Base Grant per ADA <sup>1</sup>	\$9,919	\$10,069	\$10,367	\$12,015
0.76% COLA	\$75	\$77	\$79	\$91
2024-25 Base Grant per ADA	\$9,994	\$10,146	\$10,446	\$12,106
GSA	\$1,039	–	–	\$315
2024-25 Adjusted Base Grant per ADA	\$11,033	\$10,146	\$10,446	\$12,421
20% Supplemental Grant per ADA <sup>2</sup>	\$2,207	\$2,029	\$2,089	\$2,484
65% Concentration Grant per ADA <sup>3</sup>	\$4,965	\$4,566	\$4,701	\$5,589
<b>TK Add-On (inclusive of COLA)</b>	<b>\$3,067</b>	<b>–</b>	<b>–</b>	<b>–</b>

<sup>1</sup>Average daily attendance

<sup>2</sup>Maximum amount per ADA—to arrive at LEA's grant amount, multiply adjusted base grant per ADA by 20% and UPP

<sup>3</sup>Maximum amount per ADA—to arrive at LEA's grant amount, multiply adjusted base grant per ADA by 65% and UPP above 55%

## What's Not in the Education Budget?



### Proposition 98 Cuts

Despite the significant drop in the minimum guarantee from 2021-22 to 2022-23, the Governor's Budget proposes no cuts in overall Proposition 98 funding

### Deferrals

Due to the Governor's Budget revenue assumptions and the Administration's treatment of the Proposition 98 minimum guarantee, there is no need for the state to defer payments to LEAs

### Sweeps

Unlike last year, the Governor's Budget does not include any proposals to sweep unallocated funds from programs, such as the Community Schools Partnership Program, so LEAs planning for those funds can breathe a sigh of relief . . . *for now*

## Minimum Wage—Future Forecast

- The minimum wage increased to \$16.00 on January 1, 2024, and SSC projects an increase of about 40¢-50¢ each January thereafter
- Employers should review city or county ordinances to determine if any local minimum wage standards apply

Minimum Wage <sup>1</sup>	Effective Date: >25 Employees	Effective Date: ≤25 Employees	Exempt Minimum Salary (Weekly)	Exempt Minimum Salary (Monthly)	Exempt Minimum Salary (Annually)
\$15.50/hour	January 1, 2023		\$1,240	\$5,373	\$64,480
\$16.00/hour	January 1, 2024		\$1,280	\$5,547	\$66,560
\$16.50/hour	January 1, 2025		\$1,320	\$5,720	\$68,640
\$16.90/hour	January 1, 2026		\$1,352	\$5,859	\$70,304
\$17.30/hour	January 1, 2027		\$1,384	\$5,997	\$71,968
\$17.70/hour	January 1, 2028		\$1,424	\$6,171	\$74,048
\$18.20/hour	January 1, 2029		\$1,464	\$6,344	\$76,128

<sup>1</sup>Minimum wage is tied to the U.S. CPI for Urban Wage Earners and Clerical Workers, but is rounded and capped at 50¢ per year

## Employment Trends—Staffing With Emergency Resources

Many LEAs hired staff with temporary funding to bolster their workforce and to serve critical program and instructional requirements

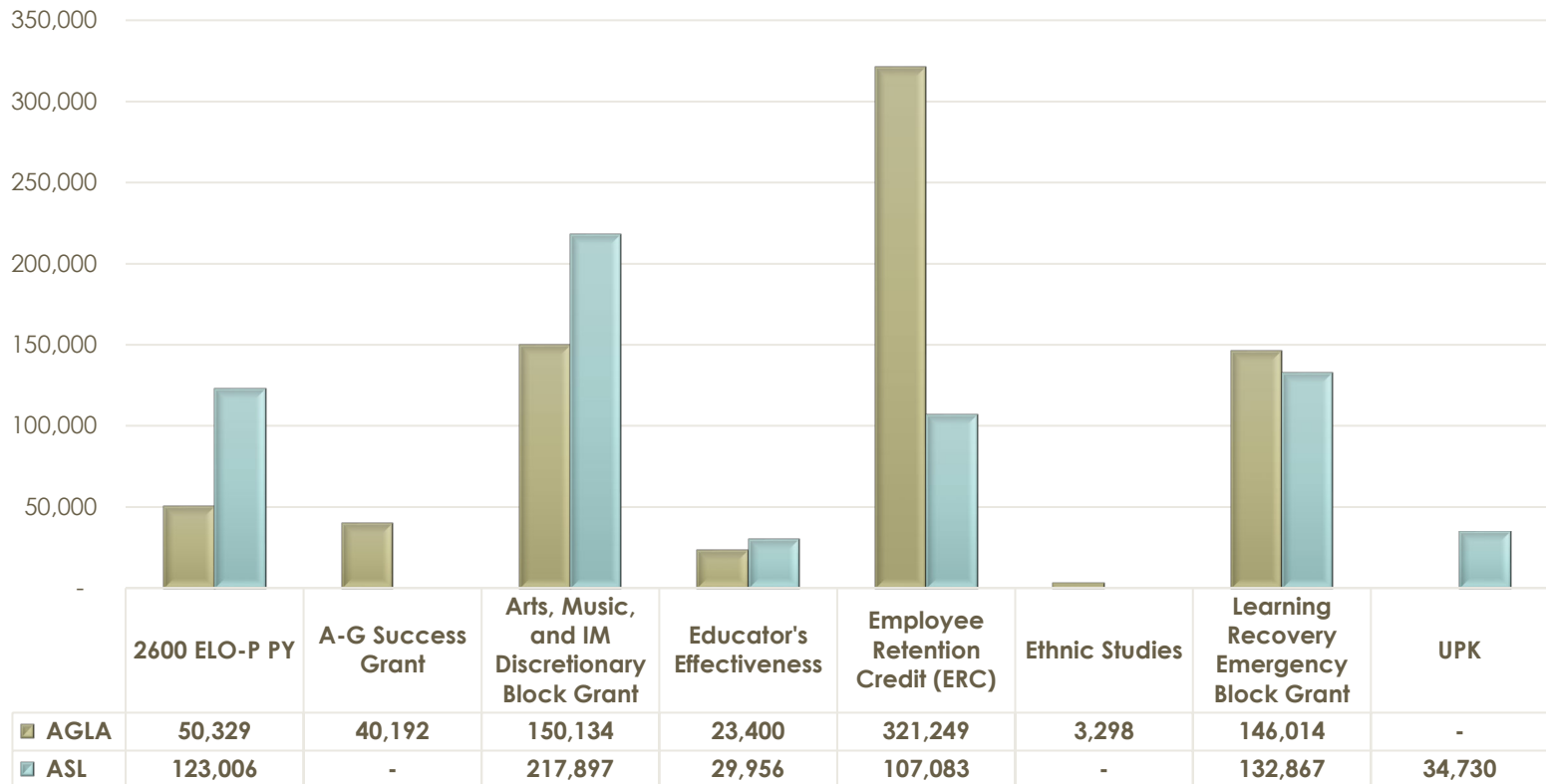


- It is expected that the workforce trends will experience a downshift due to the termination of emergency resources and less staffing opportunities
  - LEAs will face difficult decisions about maintaining levels of service while dealing with less resources
- Identify ongoing funding and/or prepare for reductions effective in 2024-25 or the out-years
- The funding source can be switched to ongoing funding and the positions can be retained—this will be difficult during economic uncertainties and lower COLAs



# FY 23-24 One Time Revenue

## One Time Funds in FY23-24 Budget



Total Combined One Time Revenue = **\$1,380,155**

# Monthly Financials

## YTD Nov 2023

# FY23-24 Combined Master Summary

First Interim Budget Approved

	FY23-24	FY23-24	FY23-24
	AGLA FIRST INTERIM BUDGET	ASL FIRST INTERIM BUDGET	COMBINED
Enrollment	207	340	547
FY ADA (93%)	193	316	509
<b>Total 8011-8096 Local Control Funding Formula Sources</b>	2,307,878	3,589,852	\$ 5,897,730
<b>Total 8100-8299 Federal Income</b>	519,510	286,708	\$ 806,218
<b>Total 8300-8599 State Income</b>	951,581	1,253,056	\$ 2,204,637
<b>Total 8600-8799 Local Income</b>	403,052	770,136	\$ 1,173,188
<b>TOTAL INCOME</b>	<b>\$ 4,182,021</b>	<b>\$ 5,899,752</b>	<b>\$ 10,081,773</b>
<b>Total 1000 Certificated Salaries</b>	1,614,345	2,388,053	\$ 4,002,398
<b>Total 2000 Classified Salaries</b>	808,313	1,286,274	\$ 2,094,586
<b>Total 3000 Employee Benefits</b>	400,360	683,845	\$ 1,084,206
<b>Total 4000 Supplies</b>	342,866	463,540	\$ 806,406
<b>Total 5000 Services and Other Operating Expenditures</b>	1,394,473	1,158,623	\$ 2,553,096
<b>Total 6000 Capital Outlay</b>	35,359	39,407	\$ 74,766
<b>TOTAL EXPENSE</b>	<b>\$ 4,595,716</b>	<b>\$ 6,019,742</b>	<b>\$ 10,615,458</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ (413,695)</b>	<b>\$ (119,990)</b>	<b>\$ (533,685)</b>
<b>BEGINNING FUND BALANCE</b>	<b>\$ 2,304,567</b>	<b>\$ 1,767,855</b>	<b>\$ 4,072,422</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 1,890,871</b>	<b>\$ 1,647,866</b>	<b>\$ 3,538,737</b>
<b>RESERVE (AS % OF EXPENSES)</b>	<b>41%</b>	<b>27%</b>	<b>33%</b>
<b>AVERAGE EXPENSE PER STUDENT</b>	<b>22,202</b>	<b>17,705</b>	<b>19,407</b>
<b>AVERAGE LCFF REVENUE PER ADA</b>	<b>11,988</b>	<b>11,353</b>	<b>11,594</b>

# FY23-24 Combined Master Summary

## First Interim Budget Forecast

	FY23-24	FY23-24	FY23-24
	AGLA FORECAST	ASL FORECAST	Combined
Enrollment	220	343	563
FY ADA	196	311	507
<b>Total 8011-8096 Local Control Funding Formula Sources</b>	<b>\$ 2,307,878</b>	<b>\$ 3,589,852</b>	<b>\$ 7,871,336</b>
<b>Total 8100-8299 Federal Income</b>	<b>\$ 519,510</b>	<b>\$ 286,708</b>	<b>\$ 806,218</b>
<b>Total 8300-8599 State Income</b>	<b>\$ 967,735</b>	<b>\$ 1,253,055</b>	<b>\$ 2,220,791</b>
<b>Total 8600-8799 Local Income</b>	<b>\$ 403,052</b>	<b>\$ 770,136</b>	<b>\$ 1,173,188</b>
<b>TOTAL INCOME</b>	<b>\$ 4,198,175</b>	<b>\$ 5,899,752</b>	<b>\$ 10,097,927</b>
<b>Total 1000 Certificated Salaries</b>	<b>\$ 1,614,345</b>	<b>\$ 2,388,053</b>	<b>\$ 8,226,306</b>
<b>Total 2000 Classified Salaries</b>	<b>\$ 808,313</b>	<b>\$ 1,286,274</b>	<b>\$ 2,830,274</b>
<b>Total 3000 Employee Benefits</b>	<b>\$ 400,360</b>	<b>\$ 683,845</b>	<b>\$ 1,897,043</b>
<b>Total 4000 Supplies</b>	<b>\$ 352,268</b>	<b>\$ 463,540</b>	<b>\$ 1,350,083</b>
<b>Total 5000 Services and Other Operating Expenditures</b>	<b>\$ 1,396,255</b>	<b>\$ 1,171,958</b>	<b>\$ 4,485,047</b>
<b>Total 6000 Capital Outlay</b>	<b>\$ 35,359</b>	<b>\$ 39,407</b>	<b>\$ 153,305</b>
<b>TOTAL EXPENSE</b>	<b>\$ 4,606,900</b>	<b>\$ 6,033,076</b>	<b>\$ 10,639,976</b>
<b>NET INCREASE (DECREASE) IN FUND BALANCE</b>	<b>\$ (408,725)</b>	<b>\$ (133,324)</b>	<b>\$ (542,050)</b>
<b>ONE-TIME RESTRICTED FUNDS IN BUDGET</b>	<b>\$ 734,616</b>	<b>\$ 645,538</b>	<b>\$ 1,380,154</b>
<b>BEGINNING FUND BALANCE</b>	<b>\$ 2,304,567</b>	<b>\$ 1,767,855</b>	<b>\$ 4,072,422</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 1,895,842</b>	<b>\$ 1,634,531</b>	<b>\$ 3,530,373</b>
<b>RESERVE (AS % OF EXPENSES)</b>	<b>41%</b>	<b>27%</b>	<b>33%</b>

# FY23-24 Budget Highlights – Combined

	WORKING BUDGET FY23-24	YTD Actuals	2023-24 Projections	Budget VS Projections	(\$) Budget Remaining	(%) Budget Remaining
Total 8011-8096 Local Control Funding Formula Sources	\$ 5,897,730	\$ 1,559,183	\$ 5,897,730	\$ -	\$ 4,338,547	74%
Total 8100-8299 Federal Income	\$ 806,218	\$ 43,427	\$ 806,218	\$ -	\$ 762,791	95%
Total 8300-8599 State Income	\$ 2,204,637	\$ 228,555	\$ 2,220,791	\$ 16,154	\$ 1,976,082	90%
Total 8600-8799 Local Income	\$ 1,173,188	\$ 324,214	\$ 1,173,188	\$ -	\$ 848,974	72%
<b>TOTAL INCOME</b>	<b>\$ 10,081,773</b>	<b>\$ 2,155,378</b>	<b>\$ 10,097,927</b>	<b>\$ 16,154</b>	<b>\$ 7,926,394</b>	<b>79%</b>
Total 1000 Certificated Salaries	\$ 4,002,398	\$ 1,384,877	\$ 4,002,398	\$ -	\$ 2,617,521	65%
Total 2000 Classified Salaries	\$ 2,094,586	\$ 777,462	\$ 2,094,586	\$ -	\$ 1,317,124	63%
Total 3000 Employee Benefits	\$ 1,084,206	\$ 420,274	\$ 1,084,206	\$ -	\$ 663,931	61%
Total 4000 Supplies	\$ 806,406	\$ 489,930	\$ 815,808	\$ 9,402	\$ 316,476	39%
Total 5000 Services and Other Operating Expenditures	\$ 2,553,096	\$ 1,285,910	\$ 2,568,212	\$ 15,116	\$ 1,327,635	1994%
Total 6000 Capital Outlay	\$ 74,766	\$ 31,075	\$ 74,766	\$ (0)	\$ 43,691	58%
			0			
<b>TOTAL EXPENSE</b>	<b>\$ 10,615,458</b>	<b>\$ 4,389,529</b>	<b>\$ 10,639,976</b>	<b>\$ 24,518</b>	<b>\$ 6,286,379</b>	<b>59%</b>
<b>NET INCOME (LOSS)</b>	<b>\$ (533,685)</b>	<b>\$ (2,234,150)</b>	<b>\$ (542,050)</b>	<b>\$ (8,364)</b>	<b>\$ 1,640,016</b>	

# FY23-24 Budget Highlights: AGLA

	WORKING BUDGET FY23-24	YTD Actuals	2023-24 Projections	WORKING Budget VS Projections	(\$) Budget Remaining	(%) Budget Remaining	CWM Comments
Total 8011-8096 Local Control Funding Formula Sources	\$ 2,307,878	\$ 631,769	\$ 2,307,878	\$ -	\$ 1,676,109	73%	
Total 8100-8299 Federal Income	\$ 519,510	\$ 12,881	\$ 519,510	\$ -	\$ 506,629	98%	
Total 8300-8599 State Income	\$ 951,581	\$ 79,859	\$ 967,735	\$ 16,154	\$ 845,821	89%	Prior year lottery not accrued
Total 8600-8799 Local Income	\$ 403,052	\$ 82,834	\$ 403,052	\$ -	\$ 320,218	79%	
<b>TOTAL INCOME</b>	<b>\$ 4,182,021</b>	<b>\$ 807,343</b>	<b>\$ 4,198,175</b>	<b>\$ 16,154</b>	<b>\$ 3,348,777</b>	<b>80%</b>	
Total 1000 Certificated Salaries	\$ 1,614,345	\$ 573,110	\$ 1,614,345	\$ -	\$ 1,041,235	64%	
Total 2000 Classified Salaries	\$ 808,313	\$ 308,191	\$ 808,313	\$ -	\$ 500,122	62%	
Total 3000 Employee Benefits	\$ 400,360	\$ 176,100	\$ 400,360	\$ -	\$ 224,260	56%	
Total 4000 Supplies	\$ 342,866	\$ 241,829	\$ 352,268	\$ 9,402	\$ 101,037	29%	Increased Instructional Materials & Supplies
Total 5000 Services and Other Operating Expenditures	\$ 1,394,473	\$ 663,694	\$ 1,396,255	\$ 1,782	\$ 730,779	52%	Sign to be capitalized
Total 6000 Capital Outlay	\$ 35,359	\$ 14,733	\$ 35,359	\$ 0	\$ 20,626	58%	
<b>TOTAL EXPENSE</b>	<b>\$ 4,595,716</b>	<b>\$ 1,977,656</b>	<b>\$ 4,606,900</b>	<b>\$ 11,184</b>	<b>\$ 2,618,060</b>	<b>57%</b>	
<b>NET INCOME (LOSS)</b>	<b>\$ (413,695)</b>	<b>\$ (1,170,313)</b>	<b>\$ (408,725)</b>	<b>\$ 4,970</b>	<b>\$ 730,717</b>		

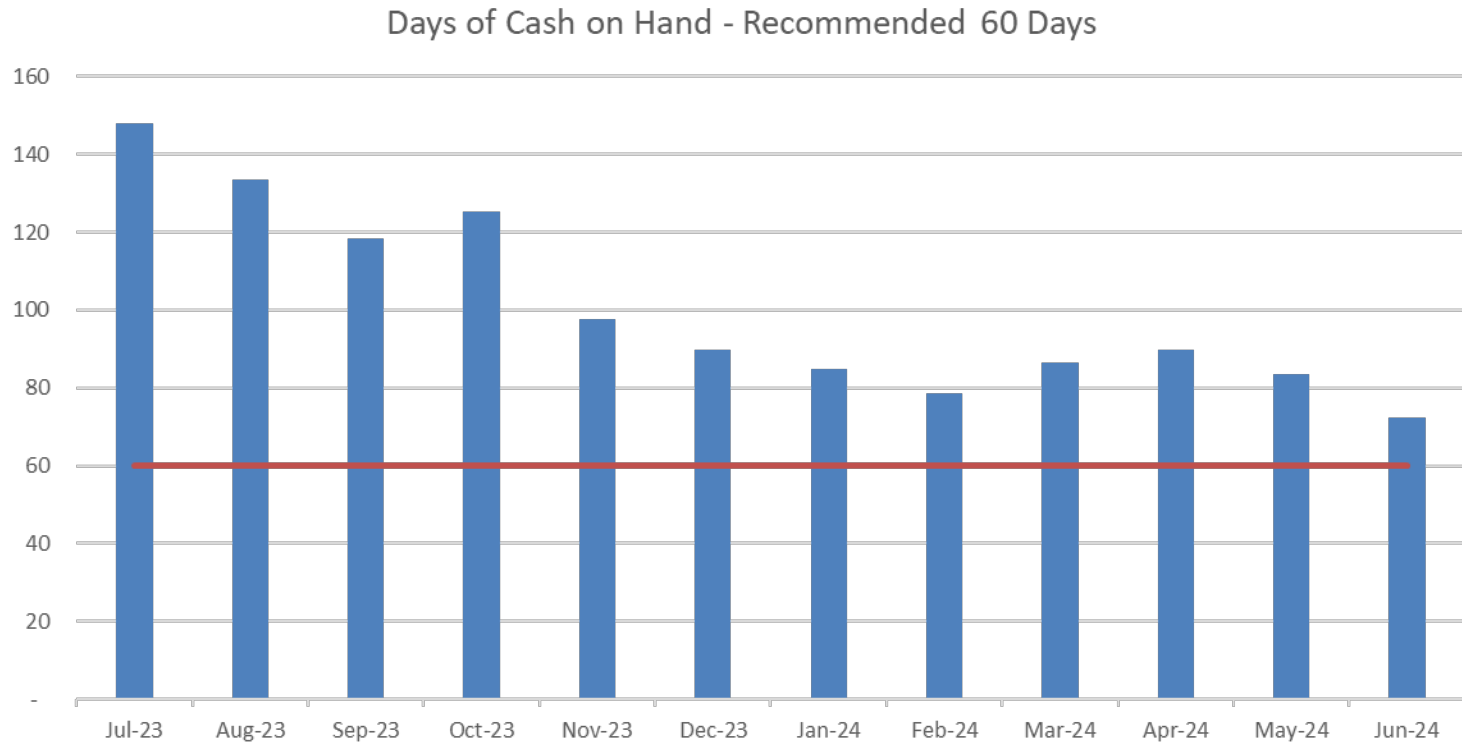
# FY23-24 Budget Highlights: ASL

	WORKING BUDGET FY23-24	YTD Actuals	2023-24 Projections	Working Budget VS Projections	(\$) Budget Remaining	(%) Budget Remaining	Comments
Total 8011-8096 Local Control Funding Formula Sources	\$ 3,589,852	\$ 927,414	\$ 3,589,852	\$ -	\$ 2,662,438	74%	
Total 8100-8299 Federal Income	\$ 286,708	\$ 30,546	\$ 286,708	\$ -	\$ 256,162	89%	
Total 8300-8599 State Income	\$ 1,253,056	\$ 148,696	\$ 1,253,055	\$ (0)	\$ 1,104,360	88%	
Total 8600-8799 Local Income	\$ 770,136	\$ 241,380	\$ 770,136	\$ -	\$ 528,756	69%	
			0				
<b>TOTAL INCOME</b>	<b>\$ 5,899,752</b>	<b>\$ 1,348,035</b>	<b>\$ 5,899,752</b>	<b>\$ (0)</b>	<b>\$ 4,551,717</b>	<b>77%</b>	
Total 1000 Certificated Salaries	\$ 2,388,053	\$ 811,768	\$ 2,388,053	\$ -	\$ 1,576,285	66%	
Total 2000 Classified Salaries	\$ 1,286,274	\$ 469,271	\$ 1,286,274	\$ -	\$ 817,002	64%	
Total 3000 Employee Benefits	\$ 683,845	\$ 244,174	\$ 683,845	\$ -	\$ 439,671	64%	
Total 4000 Supplies	\$ 463,540	\$ 248,101	\$ 463,540	\$ -	\$ 215,439	46%	
Total 5000 Services and Other Operating Expenditures	\$ 1,158,623	\$ 622,216	\$ 1,171,958	\$ 13,334	\$ 536,408	46%	Yurt & Bungalow campus buildings
Total 6000 Capital Outlay	\$ 39,407	\$ 16,342	\$ 39,407	\$ (0)	\$ 23,065	59%	
<b>TOTAL EXPENSE</b>	<b>\$ 6,019,742</b>	<b>\$ 2,411,872</b>	<b>\$ 6,033,076</b>	<b>\$ 13,334</b>	<b>\$ 3,607,869</b>	<b>60%</b>	
<b>NET INCOME (LOSS)</b>	<b>\$ (119,990)</b>	<b>\$ (1,063,837)</b>	<b>\$ (133,324)</b>	<b>\$ (13,334)</b>	<b>\$ 943,847</b>		

# Cash Flow



# 2023-2024 Cash on Hand



# Cash Update – Cash is King

	<b>Gold Standard</b>	<b>Cash Balance as of 11/30/2023</b>	<b>Projected Cash Balance as of 6/30/2024</b>
<b>3 months of payroll</b>	\$ 1,795,297	\$ 2,821,892	\$ 2,092,269
<b>Days Cash on Hand</b>	60	98	72

## Other Cash Analysis

<b>Cash Balance</b>	<b>\$ 2,821,892</b>	<b>\$ 2,092,269</b>
LOC Balance (\$500,000 available)	-	-

# Additional Considerations

- Maintain enough cash on hand for monthly expenditures
- Plan ahead and consider the long term by projecting multi-year budgets
- One-time funds should not be used to fund ongoing expenses
- Create backup plans, goals and deadlines
- Maintain a flexible budget as more information becomes available





WORKING BUDGET FY23-24	PRIOR YEAR P-2							P-1					P-2		YTD Actuals	2023-24 Projections	Budget VS Projections	(\$) Budget Remaining	(%) Budget Remaining
	ACTUAL Jul-23	ACTUAL Aug-23	ACTUAL Sep-23	ACTUAL Oct-23	ACTUAL Nov-23	Forecast Dec-23	Forecast Jan-24	Forecast Feb-24	Forecast Mar-24	Forecast Apr-24	Forecast May-24	Forecast Jun-24	Accrual						

	PRIOR YEAR P-2					P-1					P-2		Accrual
	ACTUAL Jul-23	ACTUAL Aug-23	ACTUAL Sep-23	ACTUAL Oct-23	ACTUAL Nov-23	Forecast Dec-23	Forecast Jan-24	Forecast Feb-24	Forecast Mar-24	Forecast Apr-24	Forecast May-24	Forecast Jun-24	
Beginning Cash Balance	4,404,903	4,276,417	3,851,577	3,422,034	3,619,585	2,821,892	2,593,894	2,448,360	2,268,165	2,497,200	2,588,287	2,415,675	2,092,269
Cash Flow from Operating Activities													
Net Income (Loss)	(435,375)	(554,285)	(369,696)	(188,697)	(686,098)	(227,998)	(145,534)	(180,195)	229,035	91,087	(172,612)	(323,406)	2,421,724
1 Change in Accounts Receivable													
1.1 Due from Grantor	334,475	23,627	(18,553)	119,429	(37,111)								
2 Change in Accounts Payable	(57,834)	137,404	(44,444)	(18,222)	(68,323)								
Clean Energy funds - refund													(134,000)
9 Change in Other Liabilities (incl Due to Grantor)	(4,437)		(4,437)	75,589	(8,166)								
5 Change in Payroll Liabilities	(120,462)	2,036	(5,940)	12,858	(17,350)								
6 Change in Prepaid Expenditures	141,753												
7 Change in Deferred Revenue	7,285		7,285	190,353	13,113								
8 Depreciation Expense	6,109		6,242	6,242	6,242								
Cash Flow from Investing Activities													
10 Capital Expenditures		(39,865)											
Change in Security Deposits													
Cash Flow from Financing Activities													
Source- Sale of Receivables													
Use- Sale of Receivables													
Source- Loans													
Use- Loans													
Ending Cash Balance (Cash on Hand)	4,276,417	3,851,577	3,422,034	3,619,585	2,821,892	2,593,894	2,448,360	2,268,165	2,497,200	2,588,287	2,415,675	2,092,269	4,379,993











# Aveson Global Leadership Academy

## 2022-2023 School Accountability Report Card

(Published During the 2023-2024 School Year)



# AVESON SCHOOLS

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

## California School Dashboard



The California School Dashboard (Dashboard)

<https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

## Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2023-24 School Contact Information

<b>School Name</b>	Aveson Global Leadership Academy
<b>Street</b>	575 West Altadena Dr.
<b>City, State, Zip</b>	Altadena, CA 91001-4203
<b>Phone Number</b>	626-797-1438
<b>Principal</b>	Ian McFeat
<b>Email Address</b>	ianmcfear@aveson.org
<b>School Website</b>	<a href="http://www.aveson.org">http://www.aveson.org</a>
<b>County-District-School (CDS) Code</b>	19648810113464

## 2023-24 District Contact Information

<b>District Name</b>	Aveson Global Leadership Academy
<b>Phone Number</b>	(626) 396-3600
<b>Superintendent</b>	Brian McDonald
<b>Email Address</b>	mcdonald.brian@pusd.us
<b>District Website</b>	www.pusd.us

## 2023-24 School Description and Mission Statement

The Aveson Promise is our commitment to seeing each child as an individual. Aveson is dedicated to helping all of our students grow as scholars and future leaders. Students learn to self-advocate, and are given choice and voice in their learning. Teachers at Aveson are called Advisors because our educators teach, collaborate with, and mentor students to identify the choices that are best for them as citizens and scholars.

Aveson's approach to education is centered around the principle that every student has unique talents, passions, and aspirations and they deserve a voice in their education. We are guided by these factors:

**Collaboration:** Aveson expects students and educators to be partners in the learning process. Together, students and teachers set goals, monitor learning and change teaching and learning strategies when needed. Students at Aveson become adept at navigating between personal and social learning environments as they collaborate with a variety of adults, students, and the community. We communicate with mutual respect – inviting each other to think at a higher level, weigh all perspectives and actively listen without judgment.

## 2023-24 School Description and Mission Statement

**Courage:** Aveson creates an atmosphere that requires students and educators to take action in spite of fear by providing a safe space to be innovative risk-takers. All learning partners know themselves and have the audacity to ask for their learning experience to be built on their strengths. We promote tenacity and skills to find help when they are faced with a challenge. Students know learning is a never-ending process of failure and success. We put them in situations where they have to converse, they have to seek help from others, where they have to advocate for themselves, where they have to critically think, where they have to work together and learn how to be part of a team.

**Adaptability:** Aveson adapts to the needs of its students rather than expecting students to fit into our system. We foster and encourage innovation and give students and advisors the autonomy to create, explore and change challenge-based personalized teaching and learning strategies that are just right for individual students. As an action research school, we embrace swift change when new concepts are needed to meet student educational needs.

**Personal Excellence:** Aveson presses students to acquire new skills and improve existing skills through effort regardless of past achievement. Students measure their progress against themselves, not against the top child in the classroom. Advisors (teachers) drive their own personal growth, looking for ways to get better at what they do.

We understand that success cannot be measured by standardized metrics alone. Instead, we focus on fostering an environment where students can find their individual purpose and develop the necessary skills to pursue their dreams. Our vision, values and guiding principles support our learning model and shape our culture and climate. These serve as the foundation for how we serve our students and how we nurture a community focused on the common goal of educating students and preparing them to be active participants in their community.

## About this School

### 2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Grade 6	41
Grade 7	30
Grade 8	41
Grade 9	25
Grade 10	23
Grade 11	33
Grade 12	29
<b>Total Enrollment</b>	<b>222</b>

## 2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	47.3%
Male	52.3%
American Indian or Alaska Native	0.5%
Asian	4.5%
Black or African American	10.8%
Filipino	0.5%
Hispanic or Latino	40.5%
Two or More Races	2.7%
White	38.7%
English Learners	5.4%
Foster Youth	0.5%
Homeless	1.4%
Socioeconomically Disadvantaged	28.4%
Students with Disabilities	19.4%

### A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
<b>Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)</b>	13.20	73.39	564.40	74.69	228366.10	83.12
<b>Intern Credential Holders Properly Assigned</b>	1.90	11.06	13.40	1.78	4205.90	1.53
<b>Teachers Without Credentials and Misassignments (“ineffective” under ESSA)</b>	2.30	13.11	37.20	4.93	11216.70	4.08
<b>Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)</b>	0.40	2.28	22.10	2.92	12115.80	4.41
<b>Unknown</b>	0.00	0.00	118.50	15.68	18854.30	6.86
<b>Total Teaching Positions</b>	18.00	100.00	755.70	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
<b>Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)</b>	8.80	63.14	633.30	82.92	234405.20	84.00
<b>Intern Credential Holders Properly Assigned</b>	0.70	5.07	7.90	1.05	4853.00	1.74
<b>Teachers Without Credentials and Misassignments (“ineffective” under ESSA)</b>	3.50	25.07	38.30	5.02	12001.50	4.30
<b>Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)</b>	0.00	0.36	17.90	2.34	11953.10	4.28
<b>Unknown</b>	0.80	6.14	66.10	8.67	15831.90	5.67
<b>Total Teaching Positions</b>	14.00	100.00	763.80	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.



## Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	2.30	3.50
Vacant Positions	0.00	0.00
<b>Total Teachers Without Credentials and Misassignments</b>	<b>2.30</b>	<b>3.50</b>

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

## Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.40	0.00
<b>Total Out-of-Field Teachers</b>	<b>0.40</b>	<b>0.00</b>

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

## Class Assignments

Indicator	2020-21	2021-22
<b>Misassignments for English Learners</b> (a percentage of all the classes with English learners taught by teachers that are misassigned)	15.3	26.9
<b>No credential, permit or authorization to teach</b> (a percentage of all the classes taught by teachers with no record of an authorization to teach)	26.3	0

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

## 2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Year and month in which the data were collected			
Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Aveson uses a variety of textbooks, technology, online resources, and scientifically researched-based instructional materials and assessments. All students have access to the	Yes	0.00 %



	instructional materials they need as they learn through a personalized mastery learning model.		
<b>Mathematics</b>	Mathematics Aveson uses a variety of textbooks, technology, online resources and scientifically researched based instructional materials and assessments. All students have access the instructional materials they need as they learn through a personalized mastery learning model.	Yes	0.00 %
<b>Science</b>	Science Aveson uses a variety of textbooks, technology, online resources and scientifically researched based instructional materials and assessments. All students have access the instructional materials they need as they learn through a personalized mastery learning model.	Yes	0.00 %
<b>History-Social Science</b>	Aveson uses a variety of textbooks, technology, online resources and scientifically researched based instructional materials and assessments. All students have access the instructional materials they need as they learn through a personalized mastery learning model.	Yes	0.00 %
<b>Foreign Language</b>	Foreign Language Aveson uses a variety of textbooks, technology, online resources and scientifically researched based instructional materials and assessments. All students have access the instructional materials they need as they learn through a personalized mastery learning model.	Yes	0.00 %
<b>Health</b>	Health Aveson uses a variety of textbooks, technology, online resources and scientifically researched based instructional materials and assessments. All students have access the instructional materials they need as they learn through a personalized mastery learning model.	Yes	0.00 %
<b>Visual and Performing Arts</b>	Aveson uses a variety of textbooks, technology, online resources and scientifically researched based instructional materials and assessments. All students have access the instructional materials they need as they learn through a personalized mastery learning model.	Yes	0.00 %
<b>Science Laboratory Equipment (grades 9-12)</b>	N/A	N/A	0.00 %

## School Facility Conditions and Planned Improvements

Aveson Global Leadership Academy is located at the northeast corner of Altadena Drive and Lincoln Avenue in Altadena, California.

The 22,000 square foot, two story facility was designed and built to support AGLA's Personalized Mastery Learning model. Each of the 16, 1,000 square foot classrooms have three learning spaces. One large room and two smaller breakout room allow for whole group, small group, individual and peer instruction. The safety, cleanliness and adequacy of the facility are guaranteed by Aveson's maintenance and custodial team.

Inspections by the Executive Director are conducted biweekly. At the support team meeting each week, facilities issues and updates are discussed resulting in an action plan for correction or implementation.

Routine maintenance and small upgrades will ensure the facility remains in good repair.

**Year and month of the most recent FIT report**

December 10,2021

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			N/A
<b>Interior:</b> Interior Surfaces		X		Interior Surfaces Fair Painting is needed on all interior surfaces. Interior painting will be completed before the campus is opened for the Fall 2023-2024 school year.
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	X			N/A
<b>Electrical</b>	X			N/A
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	X			N/A
<b>Safety:</b> Fire Safety, Hazardous Materials	X			N/A
<b>Structural:</b> Structural Damage, Roofs	X			N/A
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences	X			N/A

## Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		

## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

#### Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

#### College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
<b>English Language Arts/Literacy</b> (grades 3-8 and 11)	50	42	45	46	47	46
<b>Mathematics</b> (grades 3-8 and 11)	21	15	33	35	33	34

## 2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
<b>All Students</b>	148	138	93.24	6.76	41.79
<b>Female</b>	72	65	90.28	9.72	39.68
<b>Male</b>	76	73	96.05	3.95	43.66
<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	--	--	--	--	--
<b>Black or African American</b>	16	15	93.75	6.25	20.00
<b>Filipino</b>	0	0	0	0	0
<b>Hispanic or Latino</b>	59	55	93.22	6.78	22.22
<b>Native Hawaiian or Pacific Islander</b>	0	0	0	0	0
<b>Two or More Races</b>	--	--	--	--	--
<b>White</b>	55	51	92.73	7.27	59.18
<b>English Learners</b>	--	--	--	--	--
<b>Foster Youth</b>	--	--	--	--	--
<b>Homeless</b>	0	0	0	0	0
<b>Military</b>	0	0	0	0	0
<b>Socioeconomically Disadvantaged</b>	39	37	94.87	5.13	29.73
<b>Students Receiving Migrant Education Services</b>	0	0	0	0	0
<b>Students with Disabilities</b>	27	24	88.89	11.11	13.04

## 2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
<b>All Students</b>	148	138	93.24	6.76	15.22
<b>Female</b>	72	65	90.28	9.72	12.31
<b>Male</b>	76	73	96.05	3.95	17.81
<b>American Indian or Alaska Native</b>	--	--	--	--	--
<b>Asian</b>	--	--	--	--	--
<b>Black or African American</b>	16	15	93.75	6.25	0.00
<b>Filipino</b>	0	0	0	0	0
<b>Hispanic or Latino</b>	59	55	93.22	6.78	0.00
<b>Native Hawaiian or Pacific Islander</b>	0	0	0	0	0
<b>Two or More Races</b>	--	--	--	--	--
<b>White</b>	55	51	92.73	7.27	31.37
<b>English Learners</b>	--	--	--	--	--
<b>Foster Youth</b>	--	--	--	--	--
<b>Homeless</b>	0	0	0	0	0
<b>Military</b>	0	0	0	0	0
<b>Socioeconomically Disadvantaged</b>	39	37	94.87	5.13	8.11
<b>Students Receiving Migrant Education Services</b>	0	0	0	0	0
<b>Students with Disabilities</b>	27	24	88.89	11.11	4.17

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	25.93	33.71	29.71	30.35	29.47	30.29

## 2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	92	89	96.74	3.26	33.71
Female	45	43	95.56	4.44	25.58
Male	47	46	97.87	2.13	41.30
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	33	31	93.94	6.06	19.35
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	40	39	97.50	2.50	41.03
English Learners	--	--	--	--	--
Foster Youth	0	0	0	0	0
Homeless	--	--	--	--	--
Military	0	0	0	0	0
Socioeconomically Disadvantaged	26	25	96.15	3.85	20.00
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	12	12	100.00	0.00	8.33

## 2022-23 Career Technical Education Programs

None at this time

## 2022-23 Career Technical Education (CTE) Participation

Measure	CTE Program Participation
Number of Pupils Participating in CTE	
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	

## Course Enrollment/Completion

This table displays the course enrollment/completion of University of California (UC) and/or California State University (CSU) admission requirements.

UC/CSU Course Measure	Percent
2022-23 Pupils Enrolled in Courses Required for UC/CSU Admission	0
2021-22 Graduates Who Completed All Courses Required for UC/CSU Admission	50

## B. Pupil Outcomes

### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

## 2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	N/A	N/A	N/A	N/A	N/A
Grade 7	85%	85%	85%	85%	85%
Grade 9	100%	100%	100%	100%	100%

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

#### 2023-24 Opportunities for Parental Involvement

From the original charter in 2007, family engagement has been an integral part of the students academic and social emotional learning environment. The structure of Action Teams, Parent/Guardian Liaisons, Parent Family/Student/Teacher Triads, Celebrations of Learning and Community Forums was developed through a collaborative effort while the charter was being written and through continued dialogue each component is alive and thriving today. Aveson also encourages parent involvement in the classroom through our Personalized Mastery Learning model which provides space and time for families to work directly with students. The vision and structure for all of these school/family engagement activities is delineated in the Family Student Handbook and is advertised weekly through the Aveson Bite newsletter.

Aveson Global Leadership Academy since inception has hired bi-lingual staff members to provide opportunities to explain information to families who have limited English. The Special Education department provides on-going information for students with disabilities. Families have integrated into the Aveson philosophy of student centered instruction - allowing for the students to be able to explain to families in their home language about their personal progress during Student-Led Conferencing, Triads and Celebrations of Learning utilizing any and all electronic translation services.

Parents are provided assistance with understanding state standards and strategies for supporting their students through virtual tools and onsite interactions with students and teachers. Aveson utilizes the Google suite (docs, sheets, slides, forms, and google classroom) as an online learning management system. Onsite experiences for families include: Goal setting triads where the student, family and teacher meet to discuss current progress on learning standards and academic measures and set goals for the year. During Celebrations of Learning twice a year, students present their mastery of learning standards to many families including their own. At Student Led Conferences, students present their entire portfolio of personalized mastery learning and demonstrate their learning to their own families. Through these activities families learn many ways in which they can support learning at home and at school. Families leave with actual resources and strategies for assisting their students in reaching their personal best in ELA, Math and other content areas. Families also receive ideas and education through the Aveson Bite weekly newsletter.

The school family partnership model supports communication, collaboration and contribution with all families. Morning coffees, community forums, board meetings and all events are inclusive and supportive of families with language and/or learning differences. Communication regarding these opportunities for involvement are consistent through the Aveson Bite weekly newsletter, emails, and through the Parent Square phone calls and texts. There is a 360 degree approach to pushing out to and pulling information from our families.

## C. Engagement

### State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school Dropout Rates;
- High school Graduation Rates; and
- Chronic Absenteeism



## Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
<b>Dropout Rate</b>	10	0	10	7.3	10.5	8.3	9.4	7.8	8.2
<b>Graduation Rate</b>	90	100	90	81.2	84.9	81.3	83.6	87	86.2

## 2022-23 Graduation Rate by Student Group (Four-Year Cohort Rate)

This table displays the 2022-23 graduation rate by student group. For information on the Four-Year Adjusted Cohort Graduation Rate (ACGR), visit the CDE Adjusted Cohort Graduation Rate web page at [www.cde.ca.gov/ds/ad/acgrinfo.asp](http://www.cde.ca.gov/ds/ad/acgrinfo.asp).

Student Group	Number of Students in Cohort	Number of Cohort Graduates	Cohort Graduation Rate
<b>All Students</b>	30	27	90.0
<b>Female</b>	16	16	100.0
<b>Male</b>	14	11	78.6
<b>Non-Binary</b>			
<b>American Indian or Alaska Native</b>	0	0	0.00
<b>Asian</b>	--	--	--
<b>Black or African American</b>	--	--	--
<b>Filipino</b>	--	--	--
<b>Hispanic or Latino</b>	--	--	--
<b>Native Hawaiian or Pacific Islander</b>	0	0	0.00
<b>Two or More Races</b>	0	0	0.00
<b>White</b>	16	15	93.8
<b>English Learners</b>	--	--	--
<b>Foster Youth</b>	0.0	0.0	0.0
<b>Homeless</b>	--	--	--
<b>Socioeconomically Disadvantaged</b>	12	10	83.3
<b>Students Receiving Migrant Education Services</b>	0.0	0.0	0.0
<b>Students with Disabilities</b>	--	--	--

## 2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	236	229	94	41.0
Female	117	111	43	38.7
Male	119	118	51	43.2
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	1	1	1	100.0
Asian	11	10	2	20.0
Black or African American	21	21	7	33.3
Filipino	2	2	1	50.0
Hispanic or Latino	92	89	38	42.7
Native Hawaiian or Pacific Islander	0	0	0	0.0
Two or More Races	8	7	2	28.6
White	94	92	38	41.3
English Learners	12	12	3	25.0
Foster Youth	1	1	1	100.0
Homeless	3	3	3	100.0
Socioeconomically Disadvantaged	66	64	32	50.0
Students Receiving Migrant Education Services	0	0	0	0.0
Students with Disabilities	44	44	16	36.4

### C. Engagement

#### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

### Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.30	7.12	4.66	0.06	3.35	3.19	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.00	0.01	0.00	0.07	0.08

## 2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	4.66	0
Female	3.42	0
Male	5.88	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	9.09	0
Black or African American	9.52	0
Filipino	0	0
Hispanic or Latino	6.52	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	1.06	0
English Learners	8.33	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	7.58	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	2.27	0

## 2023-24 School Safety Plan

The health and safety of our community is of paramount importance at Aveson. For this reason, the Governing Board has adopted a Comprehensive Safe School Plan which will be implemented by school staff along with related policies and regulations. The plan and stated regulations are incorporated in the employee Handbook and Parent-Student Handbook which are also disseminated annually. The health and safety policies and procedures include, but are not limited to:

Requirement of all enrolling students to provide immunization documents to the extent required for enrollment in a public school. Requirement of all staff to have required inoculations upon employment.

Requirement for all staff to have a current negative TB result in accordance with Education Code Section 49406.

Policies and procedures for school-wide training in response to natural disasters and other emergencies, including civil unrest, fires, earthquakes and related seismic safety. Training for staff related to preventing contact with blood borne pathogens.

Requirement for all instructional and administrative staff to receive and have on file current First Aid and CPR training.

Identification of specific staff who will be trained in the administration of prescription drugs and other medicines.

Identification of specific staff who will check for lice.

Fingerprinting and criminal background check shall be conducted prior to employment of every employee as required by Education Code Section 44237.

Fingerprinting and criminal background checks may also be conducted on volunteers who work directly with students out of the direct supervision of a credentialed employee.

## 2023-24 School Safety Plan

Contractors shall be fingerprinted and receive criminal background clearance in accordance with Education Code Section 45125.1 Health screenings, including vision and hearing shall be conducted in conformance with state law.

Child Abuse and Neglect Reporting: Aveson administrators and employees are responsible for complying with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 Et. Seq, as well as any other applicable legal requirements.

Aveson facilities shall meet applicable federal, state and local building and safety codes and requirements, including, but not limited to, the Americans with Disabilities Act, AHERA, and playground safety in accordance with Education Code Section 47610.

## D. Other SARC Information Information Required in the SARC

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

### 2020-21 Elementary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
6	6	43		

### 2021-22 Elementary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled "Number of Classes" indicates how many classes fall into each size category (a range of total students per class). The "Other" category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
6	9	19	1	

## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	0	0	0	0
1	0	0	0	0
2	0	0	0	0
3	0	0	0	0
4	0	0	0	0
5	0	0	0	0
6	10	26	0	0
Other	0	0	0	0

## 2020-21 Secondary Average Class Size and Class Size Distribution

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	17	33	8	4
Mathematics	9	53	7	
Science	21	13	10	
Social Science	20	17	8	2

## 2021-22 Secondary Average Class Size and Class Size Distribution

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	12	18	3	
Mathematics	12	17		
Science	13	12		
Social Science	14	10	1	

## 2022-23 Secondary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Subject	Average Class Size	Number of Classes with 1-22 Students	Number of Classes with 23-32 Students	Number of Classes with 33+ Students
English Language Arts	14	13	2	0
Mathematics	13	11	2	0
Science	10	10	1	0
Social Science	16	5	2	0

## 2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	222

## 2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

## Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
<b>School Site</b>	\$18,547	\$5,782	\$12,764	\$55,187
<b>District</b>	N/A	N/A	\$19,112	\$81,636
<b>Percent Difference - School Site and District</b>	N/A	N/A		
<b>State</b>	N/A	N/A	\$7,607	\$90,632
<b>Percent Difference - School Site and State</b>	N/A	N/A		

## Fiscal Year 2022-23 Types of Services Funded

Core Curriculum  
 School Counselor  
 MFT Counseling  
 Sports Program  
 Rite of Passage Trips  
 Elective classes  
 Field Trips  
 Healthy lunch program  
 Advisory class  
 College visits  
 Senior Projects  
 Assemblies  
 Student led conferences  
 School leadership activities  
 Celebrations of Learning  
 Community Days  
 AGLA Performing Arts

## Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$47,487	\$55,550
Mid-Range Teacher Salary	\$70,356	\$84,645
Highest Teacher Salary	\$100,606	\$111,284
Average Principal Salary (Elementary)	\$126,768	\$139,860
Average Principal Salary (Middle)	\$131,436	\$146,440
Average Principal Salary (High)	\$139,824	\$158,447
Superintendent Salary	\$286,597	\$278,268
Percent of Budget for Teacher Salaries	25.49%	32.21%
Percent of Budget for Administrative Salaries	5.12%	4.89%

## 2022-23 Advanced Placement (AP) Courses

This table displays the percent of student in AP courses at this school.

Percent of Students in AP Courses	0
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This table displays the number of AP courses offered at this school where there are student course enrollments of at least one student.

Subject	Number of AP Courses Offered
Computer Science	0
English	0
Fine and Performing Arts	0
Foreign Language	0
Mathematics	0
Science	0
Social Science	0
<b>Total AP Courses Offered</b> Where there are student course enrollments of at least one student.	0

## Professional Development

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
Number of school days dedicated to Staff Development and Continuous Improvement	5	6	6



**Aveson School of Leaders**  
**2022-2023 School Accountability Report Card**  
**(Published During the 2023-2024 School Year)**



# AVESON SCHOOLS

## General Information about the School Accountability Report Card (SARC)

### SARC Overview



By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF web page at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

### DataQuest



DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

## California School Dashboard



The California School Dashboard (Dashboard)

<https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

## Internet Access

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## 2023-24 School Contact Information

<b>School Name</b>	Aveson School of Leaders
<b>Street</b>	1919 Pinecrest Dr.
<b>City, State, Zip</b>	Altadena, CA 91001
<b>Phone Number</b>	626-797-1440
<b>Principal</b>	Casey Rasmussen
<b>Email Address</b>	caseyrasmussen@aveson.org
<b>School Website</b>	<a href="http://www.aveson.org">http://www.aveson.org</a>
<b>County-District-School (CDS) Code</b>	19648810113472

## 2023-24 District Contact Information

<b>District Name</b>	Aveson School of Leaders
<b>Phone Number</b>	(626) 797-1440
<b>Superintendent</b>	Ian McFeat
<b>Email Address</b>	ianmcfecat@aveson.org
<b>District Website</b>	www.aveson.org

## 2023-24 School Description and Mission Statement

The Aveson Promise is our commitment to seeing each child as an individual. Aveson is dedicated to helping all of our students grow as scholars and future leaders. Students learn to self-advocate, and are given choice and voice in their learning. Teachers at Aveson are called Advisors because our educators teach, collaborate with, and mentor students to identify the choices that are best for them as citizens and scholars.

Aveson's approach to education is centered around the principle that every student has unique talents, passions, and aspirations and they deserve a voice in their education. We are guided by these factors:

**Collaboration:** Aveson expects students and educators to be partners in the learning process. Together, students and teachers set goals, monitor learning and change teaching and learning strategies when needed. Students at Aveson become adept at navigating between personal and social learning environments as they collaborate with a variety of adults, students, and the community. We communicate with mutual respect – inviting each other to think at a higher level, weigh all perspectives and actively listen without judgment.

## 2023-24 School Description and Mission Statement

**Courage:** Aveson creates an atmosphere that requires students and educators to take action in spite of fear by providing a safe space to be innovative risk-takers. All learning partners know themselves and have the audacity to ask for their learning experience to be built on their strengths. We promote tenacity and skills to find help when they are faced with a challenge. Students know learning is a never-ending process of failure and success. We put them in situations where they have to converse, they have to seek help from others, where they have to advocate for themselves, where they have to critically think, where they have to work together and learn how to be part of a team.

**Adaptability:** Aveson adapts to the needs of its students rather than expecting students to fit into our system. We foster and encourage innovation and give students and advisors the autonomy to create, explore and change challenge-based personalized teaching and learning strategies that are just right for individual students. As an action research school, we embrace swift change when new concepts are needed to meet student educational needs.

**Personal Excellence:** Aveson presses students to acquire new skills and improve existing skills through effort regardless of past achievement. Students measure their progress against themselves, not against the top child in the classroom. Advisors (teachers) drive their own personal growth, looking for ways to get better at what they do.

We understand that success cannot be measured by standardized metrics alone. Instead, we focus on fostering an environment where students can find their individual purpose and develop the necessary skills to pursue their dreams. Our vision, values and guiding principles support our learning model and shape our culture and climate. These serve as the foundation for how we serve our students and how we nurture a community focused on the common goal of educating students and preparing them to be active participants in their community.

## About this School

### 2022-23 Student Enrollment by Grade Level

Grade Level	Number of Students
Kindergarten	72
Grade 1	59
Grade 2	53
Grade 3	61
Grade 4	48
Grade 5	54
<b>Total Enrollment</b>	<b>347</b>

## 2022-23 Student Enrollment by Student Group

Student Group	Percent of Total Enrollment
Female	48.1%
Male	51.9%
American Indian or Alaska Native	0.3%
Asian	5.2%
Black or African American	4.6%
Filipino	1.4%
Hispanic or Latino	26.2%
Two or More Races	5.2%
White	49.9%
English Learners	2%
Homeless	0.9%
Socioeconomically Disadvantaged	21%
Students with Disabilities	11.5%

### A. Conditions of Learning **State Priority: Basic**

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

## 2020-21 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
<b>Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)</b>	17.00	89.47	564.40	74.69	228366.10	83.12
<b>Intern Credential Holders Properly Assigned</b>	1.00	5.26	13.40	1.78	4205.90	1.53
<b>Teachers Without Credentials and Misassignments (“ineffective” under ESSA)</b>	1.00	5.26	37.20	4.93	11216.70	4.08
<b>Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)</b>	0.00	0.00	22.10	2.92	12115.80	4.41
<b>Unknown</b>	0.00	0.00	118.50	15.68	18854.30	6.86
<b>Total Teaching Positions</b>	19.00	100.00	755.70	100.00	274759.10	100.00

Note: The data in this table is based on Full Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## 2021-22 Teacher Preparation and Placement

Authorization/Assignment	School Number	School Percent	District Number	District Percent	State Number	State Percent
<b>Fully (Preliminary or Clear) Credentialed for Subject and Student Placement (properly assigned)</b>	16.00	94.12	633.30	82.92	234405.20	84.00
<b>Intern Credential Holders Properly Assigned</b>	0.00	0.00	7.90	1.05	4853.00	1.74
<b>Teachers Without Credentials and Misassignments (“ineffective” under ESSA)</b>	1.00	5.88	38.30	5.02	12001.50	4.30
<b>Credentialed Teachers Assigned Out-of-Field (“out-of-field” under ESSA)</b>	0.00	0.00	17.90	2.34	11953.10	4.28
<b>Unknown</b>	0.00	0.00	66.10	8.67	15831.90	5.67
<b>Total Teaching Positions</b>	17.00	100.00	763.80	100.00	279044.80	100.00

The CDE published the first year of available teacher data for the 2020-21 SARC in June 2022, and the CDE published the second year of data for the 2021-22 SARC in June 2023. The EC Section 33126(b)(5) requires the most recent three years of teacher data to be requested in the SARC, as data is available. The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: The data in this table is based on Full-Time Equivalent (FTE) status. One FTE equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time. Additionally, an assignment is defined as a position that an educator is assigned based on setting, subject, and grade level. An authorization is defined as the services that an educator is authorized to provide to students.

## Teachers Without Credentials and Misassignments (considered “ineffective” under ESSA)

Authorization/Assignment	2020-21	2021-22
Permits and Waivers	0.00	0.00
Misassignments	1.00	1.00
Vacant Positions	0.00	0.00
<b>Total Teachers Without Credentials and Misassignments</b>	<b>1.00</b>	<b>1.00</b>

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

## Credentialed Teachers Assigned Out-of-Field (considered “out-of-field” under ESSA)

Indicator	2020-21	2021-22
Credentialed Teachers Authorized on a Permit or Waiver	0.00	0.00
Local Assignment Options	0.00	0.00
<b>Total Out-of-Field Teachers</b>	<b>0.00</b>	<b>0.00</b>

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

## Class Assignments

Indicator	2020-21	2021-22
<b>Misassignments for English Learners</b> (a percentage of all the classes with English learners taught by teachers that are misassigned)	0	11.1
<b>No credential, permit or authorization to teach</b> (a percentage of all the classes taught by teachers with no record of an authorization to teach)	10.8	5.8

The teacher data for the 2022-23 SARC will not be available prior to February 1, 2024, and therefore is not included in the template.

Note: For more information refer to the Updated Teacher Equity Definitions web page at <https://www.cde.ca.gov/pd/ee/teacherequitydefinitions.asp>.

## 2023-24 Quality, Currency, Availability of Textbooks and Other Instructional Materials

Year and month in which the data were collected			
Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption ?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Aveson uses a variety of textbooks, technology, online resources and scientifically researched based instructional materials and assessments. All students have access to the		0.00 %

	instructional materials they need as they learn through a personalized mastery learning model.		
<b>Mathematics</b>	Aveson uses a variety of textbooks, technology, online resources and scientifically researched based instructional materials and assessments. All students have access the instructional materials they need as they learn through a personalized mastery learning model.		0.00 %
<b>Science</b>	Aveson uses a variety of textbooks, technology, online resources and scientifically researched based instructional materials and assessments. All students have access the instructional materials they need as they learn through a personalized mastery learning model.		0.00 %
<b>History-Social Science</b>	Aveson uses a variety of textbooks, technology, online resources and scientifically researched based instructional materials and assessments. All students have access the instructional materials they need as they learn through a personalized mastery learning model.		0.00 %
<b>Foreign Language</b>	N/A		0.00 %
<b>Health</b>	Aveson uses a variety of textbooks, technology, online resources and scientifically researched based instructional materials and assessments. All students have access the instructional materials they need as they learn through a personalized mastery learning model.		0.00 %
<b>Visual and Performing Arts</b>	Aveson uses a variety of textbooks, technology, online resources and scientifically researched based instructional materials and assessments. All students have access the instructional materials they need as they learn through a personalized mastery learning model.		0.00 %
<b>Science Laboratory Equipment (grades 9-12)</b>	N/A	N/A	0.00 %

## School Facility Conditions and Planned Improvements

Aveson School of Leaders is located on a beautiful campus in the foothills of Altadena. Sixteen 1000 square foot classrooms comprise the learning space at Aveson School of Leaders. The safety, cleanliness and adequacy of the facility are guaranteed by Aveson's maintenance and custodial team. Inspections by the Site Director are conducted weekly. Due to the age of the campus, continuous improvements are made each year by the charter school and the Prop 39 lessor, Pasadena Unified School District.

**Year and month of the most recent FIT report**

January 2023

## School Facility Conditions and Planned Improvements

System Inspected	Rate Good	Rate Fair	Rate Poor	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	X			
<b>Interior:</b> Interior Surfaces		X		
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	X			
<b>Electrical</b>	X			
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains		X		Restrooms, sinks, and fountains have not been remodeled for years. Prop 39 lessor has inspected facilities and works with charter facilities staff for planning improvements.
<b>Safety:</b> Fire Safety, Hazardous Materials	X			
<b>Structural:</b> Structural Damage, Roofs	X			
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences		X		Fair Playground equipment is lacking on lower blacktop. Fundraising efforts are ongoing.

## Overall Facility Rate

Exemplary	Good	Fair	Poor
	X		



## B. Pupil Outcomes

### State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

#### Statewide Assessments

(i.e., California Assessment of Student Performance and Progress [CAASPP] System includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities).

The CAASPP System encompasses the following assessments and student participation requirements:

1. **Smarter Balanced Summative Assessments and CAAs for ELA** in grades three through eight and grade eleven.
2. **Smarter Balanced Summative Assessments and CAAs for mathematics** in grades three through eight and grade eleven.
3. **California Science Test (CAST) and CAAs for Science** in grades five, eight, and once in high school (i.e., grade ten, eleven, or twelve).

#### College and Career Ready

The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

### Percentage of Students Meeting or Exceeding the State Standard on CAASPP

This table displays CAASPP test results in ELA and mathematics for all students grades three through eight and grade eleven taking and completing a state-administered assessment.

Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
<b>English Language Arts/Literacy</b> (grades 3-8 and 11)	64	62	45	46	47	46
<b>Mathematics</b> (grades 3-8 and 11)	53	57	33	35	33	34

## 2022-23 CAASPP Test Results in ELA by Student Group

This table displays CAASPP test results in ELA by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

ELA test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
<b>All Students</b>	163	160	98.16	1.84	61.78
<b>Female</b>	77	74	96.10	3.90	65.75
<b>Male</b>	86	86	100.00	0.00	58.33
<b>American Indian or Alaska Native</b>	0	0	0	0	0
<b>Asian</b>	11	11	100.00	0.00	63.64
<b>Black or African American</b>	--	--	--	--	--
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	43	43	100.00	0.00	61.90
<b>Native Hawaiian or Pacific Islander</b>	0	0	0	0	0
<b>Two or More Races</b>	16	14	87.50	12.50	57.14
<b>White</b>	83	82	98.80	1.20	62.96
<b>English Learners</b>	--	--	--	--	--
<b>Foster Youth</b>	0	0	0	0	0
<b>Homeless</b>	--	--	--	--	--
<b>Military</b>	0	0	0	0	0
<b>Socioeconomically Disadvantaged</b>	40	39	97.50	2.50	52.63
<b>Students Receiving Migrant Education Services</b>	0	0	0	0	0
<b>Students with Disabilities</b>	25	24	96.00	4.00	22.73

## 2022-23 CAASPP Test Results in Math by Student Group

This table displays CAASPP test results in Math by student group for students grades three through eight and grade eleven taking and completing a state-administered assessment.

Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

CAASPP Student Groups	CAASPP Total Enrollment	CAASPP Number Tested	CAASPP Percent Tested	CAASPP Percent Not Tested	CAASPP Percent Met or Exceeded
<b>All Students</b>	163	160	98.16	1.84	56.88
<b>Female</b>	77	74	96.10	3.90	54.05
<b>Male</b>	86	86	100.00	0.00	59.30
<b>American Indian or Alaska Native</b>	0	0	0	0	0
<b>Asian</b>	11	11	100.00	0.00	72.73
<b>Black or African American</b>	--	--	--	--	--
<b>Filipino</b>	--	--	--	--	--
<b>Hispanic or Latino</b>	43	43	100.00	0.00	39.53
<b>Native Hawaiian or Pacific Islander</b>	0	0	0	0	0
<b>Two or More Races</b>	16	14	87.50	12.50	50.00
<b>White</b>	83	82	98.80	1.20	65.85
<b>English Learners</b>	--	--	--	--	--
<b>Foster Youth</b>	0	0	0	0	0
<b>Homeless</b>	--	--	--	--	--
<b>Military</b>	0	0	0	0	0
<b>Socioeconomically Disadvantaged</b>	40	39	97.50	2.50	46.15
<b>Students Receiving Migrant Education Services</b>	0	0	0	0	0
<b>Students with Disabilities</b>	25	24	96.00	4.00	16.67

## CAASPP Test Results in Science for All Students

This table displays the percentage of all students grades five, eight, and High School meeting or exceeding the State Standard.

Science test results include the CAST and the CAA. The “Percent Met or Exceeded” is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

Subject	School 2021-22	School 2022-23	District 2021-22	District 2022-23	State 2021-22	State 2022-23
Science (grades 5, 8 and high school)	54.72	56.60	29.71	30.35	29.47	30.29

## 2022-23 CAASPP Test Results in Science by Student Group

This table displays CAASPP test results in Science by student group for students grades five, eight, and High School. Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	54	53	98.15	1.85	56.60
Female	27	26	96.30	3.70	57.69
Male	27	27	100.00	0.00	55.56
American Indian or Alaska Native	0	0	0	0	0
Asian	--	--	--	--	--
Black or African American	--	--	--	--	--
Filipino	--	--	--	--	--
Hispanic or Latino	--	--	--	--	--
Native Hawaiian or Pacific Islander	0	0	0	0	0
Two or More Races	--	--	--	--	--
White	32	32	100.00	0.00	56.25
English Learners	--	--	--	--	--
Foster Youth	0	0	0	0	0
Homeless	0	0	0	0	0
Military	0	0	0	0	0
Socioeconomically Disadvantaged	--	--	--	--	--
Students Receiving Migrant Education Services	0	0	0	0	0
Students with Disabilities	11	10	90.91	9.09	--

## B. Pupil Outcomes

### State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8): Pupil outcomes in the subject area of physical education.

#### 2022-23 California Physical Fitness Test Results

This table displays the percentage of students participating in each of the five fitness components of the California Physical Fitness Test Results. The administration of the PFT during 2021-22 and 2022-23 school years, only participation results are required for these five fitness areas. Percentages are not calculated and double dashes (--) appear in the table when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Grade Level	Component 1: Aerobic Capacity	Component 2: Abdominal Strength and Endurance	Component 3: Trunk Extensor and Strength and Flexibility	Component 4: Upper Body Strength and Endurance	Component 5: Flexibility
Grade 5	96.3	96.3	98.1	96.3	98.1
Grade 7	N/A	N/A	N/A	N/A	N/A
Grade 9	N/A	N/A	N/A	N/A	N/A

## C. Engagement

### State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3): Efforts the school district makes to seek parent input in making decisions regarding the school district and at each school site.

#### 2023-24 Opportunities for Parental Involvement

From the original charter in 2007, family engagement has been an integral part of the students' academic and social emotional learning environment. The structure of Action Teams, Parent Liaisons, Parent/Student/Teacher Triads, Celebrations of Learning, Student Led Conferences and Community Forums was developed through a collaborative effort while the charter was being written and through continued dialogue each component is alive and thriving today.

Aveson also encourages parent involvement in the classroom through our Personalized Mastery Learning model which provides space and time for parents to work directly with students. Aveson School of Leaders since inception has hired bi-lingual staff members to provide opportunities to explain information to families for whom English is an additional language. The Special Education department provides on-going information for students with disabilities.

Families have integrated into the Aveson philosophy of student centered instruction - allowing for the students to be able to explain to families in their home language about their personal progress during Student-Led Conferencing, Triads and Celebrations of Learning utilizing any and all electronic translation services. Parents are provided assistance with understanding state standards and strategies for supporting their students through virtual tools and onsite interactions with students and teachers. Aveson utilizes Google docs as an online learning management system. Families receive weekly updates from their child's teacher, and regularly from school administration.

The school family partnership model supports communication, collaboration and contribution with all families. The Aveson Community Organization works collaboratively with Aveson staff and families to foster connections, encourage parent involvement, and provide financial and volunteer support.

## 2022-23 Chronic Absenteeism by Student Group

Student Group	Cumulative Enrollment	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
All Students	348	348	109	31.3
Female	167	167	53	31.7
Male	181	181	56	30.9
Non-Binary	0	0	0	0.0
American Indian or Alaska Native	1	1	0	0.0
Asian	18	18	5	27.8
Black or African American	16	16	3	18.8
Filipino	5	5	1	20.0
Hispanic or Latino	90	90	30	33.3
Native Hawaiian or Pacific Islander	0	0	0	0.0
Two or More Races	19	19	8	42.1
White	174	174	54	31.0
English Learners	8	8	5	62.5
Foster Youth	0	0	0	0.0
Homeless	3	3	1	33.3
Socioeconomically Disadvantaged	87	87	37	42.5
Students Receiving Migrant Education Services	0	0	0	0.0
Students with Disabilities	49	49	18	36.7

### C. Engagement

#### State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety

### Suspensions and Expulsions

This table displays suspensions and expulsions data.

Rate	School 2020-21	School 2021-22	School 2022-23	District 2020-21	District 2021-22	District 2022-23	State 2020-21	State 2021-22	State 2022-23
Suspensions	0.00	0.78	0.57	0.06	3.35	3.19	0.20	3.17	3.60
Expulsions	0.00	0.00	0.00	0.00	0.00	0.01	0.00	0.07	0.08

## 2022-23 Suspensions and Expulsions by Student Group

Student Group	Suspensions Rate	Expulsions Rate
All Students	0.57	0
Female	0	0
Male	1.1	0
Non-Binary		
American Indian or Alaska Native	0	0
Asian	0	0
Black or African American	0	0
Filipino	0	0
Hispanic or Latino	1.11	0
Native Hawaiian or Pacific Islander	0	0
Two or More Races	0	0
White	0.57	0
English Learners	0	0
Foster Youth	0	0
Homeless	0	0
Socioeconomically Disadvantaged	1.15	0
Students Receiving Migrant Education Services	0	0
Students with Disabilities	2.04	0

## 2023-24 School Safety Plan

The health and safety of our community is of paramount importance at Aveson. Each year the Executive Director and Site Director updates the Safe School Plan which is implemented by school staff along with related policies and regulations. The plan and stated regulations are incorporated in the employee Handbook and Parent-Student Handbook which are also disseminated annually. Policies and procedures include but are not limited to the following:

- School-wide training in response to natural disasters and other emergencies, including civil unrest, fires, earthquakes and related seismic safety.
- Training for staff related to preventing contact with blood-borne pathogens.
- Requirement for all instructional and administrative staff to receive and have on file current First Aid and CPR training.
- Identification of specific staff who will be trained in the administration of prescription drugs and other medicines.
- Fingerprinting and criminal background check shall be conducted prior to employment of every employee as required by Education Code Section 44237. Fingerprinting and criminal background checks may also be conducted on volunteers who work directly with students out of the direct supervision of a credentialed employee. Contractors shall be fingerprinted and receive criminal background clearance in accordance with Education Code Section 45125.1
- Child Abuse and Neglect Reporting: Aveson administrators and employees are responsible for complying with the Child Abuse and Neglect Reporting Act, California Penal Code Section 11164 Et. Seq, as well as any other applicable legal requirements.
  - Aveson facilities shall meet applicable federal, state and local building and safety codes and requirements, including, but not limited to, the Americans with Disabilities Act, AHERA, and playground safety in accordance with Education Code Section 47610.

**D. Other SARC Information Information Required in the SARC**

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

**2020-21 Elementary Average Class Size and Class Size Distribution**

This table displays the 2020-21 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	9	8		
1	11	5		
2	11	5		
3	10	5		
4	10	6		
5	12	5		
Other	18	2	1	

**2021-22 Elementary Average Class Size and Class Size Distribution**

This table displays the 2021-22 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	14	2	1	
1	26		2	
2	19	2		
3	25		1	
4	25		2	
5	25		2	
Other	19	4	1	



## 2022-23 Elementary Average Class Size and Class Size Distribution

This table displays the 2022-23 average class size and class size distribution. The columns titled “Number of Classes” indicates how many classes fall into each size category (a range of total students per class). The “Other” category is for multi-grade level classes.

Grade Level	Average Class Size	Number of Classes with 1-20 Students	Number of Classes with 21-32 Students	Number of Classes with 33+ Students
K	18	2	2	0
1	25	0	2	0
2	24	0	2	0
3	23	0	2	0
4	26	0	1	0
5	25	0	2	0
6	0	0	0	0
Other	19	2	1	0

## 2022-23 Ratio of Pupils to Academic Counselor

This table displays the ratio of pupils to Academic Counselor. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Ratio
Pupils to Academic Counselor	0

## 2022-23 Student Support Services Staff

This table displays the number of FTE support staff assigned to this school. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Title	Number of FTE Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	0

## Fiscal Year 2021-22 Expenditures Per Pupil and School Site Teacher Salaries

This table displays the 2021-22 expenditures per pupil and average teacher salary for this school. Cells with N/A values do not require data.

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$16,284	\$5,180	\$11,104	\$56,024
District	N/A	N/A	\$19,112	\$81,636
Percent Difference - School Site and District	N/A	N/A		
State	N/A	N/A	\$7,607	\$90,632
Percent Difference - School Site and State	N/A	N/A		

## Fiscal Year 2022-23 Types of Services Funded

Core Curriculum  
 School Counselor  
 MFT Counseling  
 Rite of Passage Trips  
 Reading Acceleration  
 Field Trips  
 Healthy lunch program  
 Advisory class  
 Assemblies  
 Student led conferences and School leadership activities  
 Celebrations of Learning  
 Community Days  
 Drama productions  
 Inclusion Assistants in classrooms  
 Enrichment Programs including art, gardening and culinary arts

## Fiscal Year 2021-22 Teacher and Administrative Salaries

This table displays the 2021-22 Teacher and Administrative salaries. For detailed information on salaries, see the CDE Certification Salaries & Benefits web page at <http://www.cde.ca.gov/ds/fd/cs/>.

Category	District Amount	State Average for Districts in Same Category
Beginning Teacher Salary	\$47,487	\$55,550
Mid-Range Teacher Salary	\$70,356	\$84,645
Highest Teacher Salary	\$100,606	\$111,284
Average Principal Salary (Elementary)	\$126,768	\$139,860
Average Principal Salary (Middle)	\$131,436	\$146,440
Average Principal Salary (High)	\$139,824	\$158,447
Superintendent Salary	\$286,597	\$278,268
Percent of Budget for Teacher Salaries	25.49%	32.21%
Percent of Budget for Administrative Salaries	5.12%	4.89%

## Professional Development

Professional development on a wide variety of topics is provided for all staff starting at the beginning of the school year and continuing throughout the school year. Staff receive 11 full day professional development days during the school year in addition to weekly professional development opportunities each Monday afternoon that school is in session.

This table displays the number of school days dedicated to staff development and continuous improvement.

Subject	2021-22	2022-23	2023-24
<b>Number of school days dedicated to Staff Development and Continuous Improvement</b>	5	11	11



To: CharterSafe  
Joint Powers Authority

From: Javier Guzman  
Board Secretary  
Aveson Charter Schools

Re: Reservation of right to leave the JPA as of July 1, 2024

The Board of Directors of Aveson Schools resolves to reserve our right to potentially withdraw the schools membership in the CharterSafe Joint Powers Authority effective July 1<sup>st</sup> 2024. Per Article XIII, section 1, of the CCSJPA Agreement, this resolution gives 90 days advanced written notice. The Board of Directors reserves the right to amend, change, or terminate this resolution at any point in the future.

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Javier Guzman  
Board Secretary  
Aveson Schools



## **BUSINESS MANAGEMENT AND ACCOUNTING SERVICES AGREEMENT**

This Agreement between Yen Fiscal Solutions (“Yen Fiscal”), and **Aveson Charter Schools** (“Client”), is entered into as of **March 1, 2024**. Client desires that Yen Fiscal perform, and Yen Fiscal agrees to perform, charter school business management services for Client, and accordingly, the parties agree to the following terms and conditions:

### **ENGAGEMENT**

Client hereby engages Yen Fiscal to render charter school business support services (the “Services”) set forth on the Agreement executed by the parties hereunder. The Services and Scope of Work are governed by this Agreement.

### **SCOPE OF SERVICE SUMMARY**

#### **SUMMARY OF AVESON CHARTER SCHOOLS**

The following information regarding the client’s operations and authorizing agencies has been provided by the client.

##### **AVESON GLOBAL LEADERSHIP ACADEMY**

**575 West Altadena Drive**

**Altadena, CA 91001**

- Pasadena Unified School District
- CDS #19-64881- 0113472

##### **AVESON SCHOOL OF LEADERS**

**1919 East Pinecrest Drive**

**Altadena, CA 91001**

- Pasadena Unified School District
- CDS #19-64881-0113464

## SUMMARY OF SERVICES OFFERED

Yen Fiscal assists charter schools in concentrating on the core of their mission by delivering experienced business management support and financial services. A summary of the services offered is described below.

- 1) Accounting and Finance
- 2) Compliance and Accountability
- 3) Grants Administration
- 4) Existing Charter School Development

### 1) ACCOUNTING AND FINANCE

While you direct your focus to education, Yen Fiscal manages the task of maintaining accurate financial records with an extensive range of accounting and budgeting services. These services are outlined below.

- Annual Budget and Revisions
- Monthly Financial Statement
- Monthly Budget Analysis
- Monthly Cash Flow Forecasts
- Accounting and General Ledger Maintenance
- Accounts Payable and Receivable Review
- Government Financial Reporting
- Audit Support and Tax Support
- Board Meeting Support

### 2) COMPLIANCE AND ACCOUNTABILITY

Compliance and accountability will be the responsibility of the Client. However, Yen Fiscal will provide advice on certain matters and this list is not comprehensive.

- Every Student Succeeds (ESSA) and Special Education Compliance Support
- Funding Compliance
- District and State Regulation Compliance
- Federal Cash Management Data Collection Submission
- Consolidated Application and Reporting System
- Property Tax Exemption Filing
- Preparation of Compliance Calendar with Deadlines and Instructions for Meeting those Deadlines
- Compliance Deadline Reminders
- LCAP Expenditure Tracking
- Board Meeting Agenda Development

## **SUMMARY OF SERVICES OFFERED (continued)**

### **3) GRANTS ADMINISTRATION**

Yen Fiscal tracks grant awards and prepares the following financial reports as required. You can depend on us to support you in preparing different funding applications, ensuring the continued financial well-being of your school.

- Customized Financial Reports for Grant Reporting Purposes
- Tracking of Direct and Allocated Grant Costs
- Tracking of Restricted Revenues (Public and Private)
- Submission of Required Quarterly and/or Year End Expenditure Reports for Grants
- Assist the school with grant applications

### **4) EXISTING CHARTER SCHOOL DEVELOPMENT**

Yen Fiscal assists in existing charter school development. We support charter school leaders with the expansion phase by providing the services below.

- SB 740 application and reporting
- Prop 39
- Pupil Estimates for New or Significantly Expanding Charters (PENSEC)
- Charter Renewal Budget
- Charter Petition Budget for New Schools- On a separate fee basis

### **EXCLUDED SERVICES**

Excluded Services include, and are not limited to:

- Grant-Writing or Fundraising
- Petition Writing
- LCAP Writing
- CALPADS
- Attendance Reporting
- Accounts Payable
- Payroll Processing
- Hiring and Associated Legal Requirements
- Personnel Recordkeeping
- Human Resources
- Student Information System Support
- Negotiations and Financing Support
- Meetings Outside the Scope Outlined Above
- Special Ed Administration
- Compliance with Government Grant Requirements
- Services not specifically outlined in Scope of Service Summary



**PROPOSED AGREEMENT TERM**

March 1, 2024 through June 30, 2025 (“Initial Term”)

**PRICE AND PAYMENT**

**BUSINESS MANAGEMENT FEES:** Yen Fiscal will provide these services on the following rate schedule with the option to renew:

		OPTIONAL RENEWAL	
	2024-25	2025-26	2026-27
<b>Aveson Charter Schools</b>	\$ 125,441	\$ 125,441	\$ 127,949

Yen Fiscal does not bill for extra services related to the scope or added costs (such as printing). Our fees are all-inclusive and will not change unless there are significant changes in the scope.

Significant changes in scope would include changes to the numbers of school sites, reporting entities, material increases to enrollment, and/or an increase in number of grade levels served. Notice of a change in pricing will be provided no less than 30 days in advance.

- CONSULTING:** Should the School(s) require additional services not in the aforementioned scope of work, we would be pleased to provide these at **\$100/hour**. The rate includes normal phone, copying, and incidental costs. Additional costs would include mileage reimbursement for travel, overnight delivery chargers, and any other pre-approved out-of-pocket expenses.
- RUSH CHECK FEE:** Yen Fiscal allows for up to one rushed check per month. All other rushed checks will be charged a \$15 fee in addition to the delivery fees charged by the postal carrier.

The above fee is based on anticipated cooperation from **Aveson Charter Schools** personnel and the assumption that unexpected circumstances will not be encountered during the Agreement term. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our invoices for these fees will be rendered each month, for Business Management services starting **March 1, 2024** as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.



## PRICE AND PAYMENT (continued)

### **PAYMENTS**

- **Aveson Charter Schools: \$10,453.37/Monthly**

Payment terms are net thirty days from the date of the monthly invoice. Payments made after the payment terms are subject to a past due payment penalty equal to five percent (5%) of the monthly rate.

In the event of default of the payment terms that is greater than 90 days from the date of the invoice, Yen Fiscal reserves the right to suspend its performance of duties under this Agreement until all amounts for Scope of Services is paid in full.

## OTHER TERMS

### **PARTIES**

This Agreement for business management services is between **Yen Fiscal Solutions (“Yen Fiscal”)** and **Aveson Charter Schools (“Client”)**. It is understood that this is an agreement whereby the Client desires to retain Yen Fiscal, because of its expertise, prior experience and comprehensive service offerings, as they relate to the Client’s operation of a charter school, and that Yen Fiscal desires to provide expertise for the benefit of the Client using its knowledge, skills, experience and abilities. This Agreement is not intended to, and shall not be construed to create the relationship of agent, employee, partnership, or joint venture, or any other relationship other than independent Agreement between Yen Fiscal and the Client. Yen Fiscal shall be free to provide similar services for other clients.

### **COMMUNICATION BETWEEN THE PARTIES**

Client will direct all communication to their appointed Account Manager and Yen Fiscal will direct all communication to the Client’s designated primary contact, unless either party designates another representative and provides written notification of the change to the other party.

### **SOLE ENTITY**

This Agreement is entered into by the Client for itself alone and not on behalf of, or as agent for, any other entity, agency, school, or school district. Any obligation of the Client arising from this Agreement is and shall remain the sole responsibility of the Client.

### **GUARANTEE**

Yen Fiscal cannot guarantee that the services it provides under this Agreement will yield the results sought by the Client. Yen Fiscal promises a good faith effort to secure all objectives sought by the Client in this consulting agreement.



## OTHER TERMS (continued)

### **SCHOOL OBLIGATIONS**

Yen Fiscal Solutions will support in managing the business back-office operations of the client. It is the Client's responsibility to adopt and adhere to reasonable policies and procedures, to ensure the school remains in compliance with all applicable laws and regulations and maintains sound fiscal operations.

### **FINANCIAL RECORDS**

The Client will maintain complete and accurate books and records of account as required by the United States government, the State of California (and any other funding authority). The Client will deliver all supporting documentation in accordance with the monthly close timeline developed by Yen Fiscal. Unless otherwise stated, this deadline will be five business days following the end of the month.

### **ETHICAL CONDUCT**

The Client's policy requires ethical conduct in all business activities and practices, including proper recording and reporting of all transactions and compliance with applicable laws. Yen Fiscal is not authorized to take any action on Client's behalf that would result in inadequate or inaccurate recording or reporting of assets, liabilities, or any other transaction or that would violate any applicable laws, rules, or regulations.

### **INTEGRITY AND FINANCIAL RESPONSIBILITY**

The Client will act with integrity and alert Yen Fiscal to any fraudulent or unethical activity related to Client operations as soon as the Client becomes aware, to the extent permitted by law. Client acknowledges that Yen Fiscal's ability to provide Services is premised upon the Client acting in a financially prudent manner, including but not limited to timely approval of balanced budgets, maintaining a positive variance to budget throughout the year to the extent feasible and proper submission of supporting documentation for incoming and outgoing payments of any kind. Yen Fiscal may immediately terminate this contract in the event it determines, in its sole discretion, that Client personnel are or have acted in a fraudulent or unethical manner or in the case that Yen Fiscal cannot provide the Services in a professional manner consistent with laws and regulations governing the Client, Client approved policies and procedures or business management best practices, based upon the actions or inaction of the Client.

### **FRAUD REPORTING**

Yen Fiscal will report any suspicious activity to the Client's management and if action is not taken, Yen Fiscal will communicate suspicious activity to the Client's Board of Directors and/or authorizing agency as deemed appropriate.

## OTHER TERMS (continued)

### **LIMITATIONS OF LIABILITY**

Yen Fiscal's aggregate liability for all claims, losses, liability or damages in connection with this Agreement or its subject matter, whether as a result of breach of contract, tort (including negligence) or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Yen Fiscal for the particular Service giving rise to the liability under the relevant Statement of Work under this Agreement. In addition, Yen Fiscal shall not be liable in any event for lost profits, consequential, indirect, punitive, exemplary or special damages. Also, Yen Fiscal shall have no liability to Client arising from or relating to any third-party hardware, software, information or materials selected or supplied by Client.

### **PUBLICITY**

The Client agrees to act as a reference for Yen Fiscal with respect to the Services upon Yen Fiscal's reasonable request. Yen Fiscal may issue press releases or identify Client in marketing materials provided that all references to the Client are fair, accurate and not misleading.

### **ROLES AND RESPONSIBILITIES**

In order to fulfill the scope of services described herein, Yen Fiscal relies on the Client to provide timely, accurate and complete information, and to cooperate reasonably with Yen Fiscal. Furthermore, the Client must immediately inform Yen Fiscal of any material changes that may impact Yen Fiscal's ability to complete its responsibilities and to assist the Client in complying with all applicable laws and regulations.

*The Client agrees to meet the terms of the attached Roles and Responsibilities document.*

## TERMS AND TERMINATION EXPIRATION

This Agreement shall continue in full force and effect from **March 1, 2024** until **June 30, 2025**.

- 1. UNCURED BREACH:** If either party to this Agreement materially defaults in the performance of any of the terms of this Agreement, the non-defaulting party may terminate this Agreement by providing written notice of termination to the defaulting party and the termination shall be effective thirty-days from receipt of notice, unless the default party cures such default within said thirty-day period.
- 2. INSOLVENCY, ETC.:** In the event that Client is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, Yen Fiscal may terminate this Agreement upon written notice to Client.
- 3. TERMINATION:** Either party may terminate this agreement upon sixty-day written notice to the other party, without cause. Within said sixty-day period, the parties shall cooperate to close all pending items for the current month.

## **DISPUTE RESOLUTION**

Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's performance of this Agreement ("Dispute") shall be resolved solely in accordance with the terms of this Section.

### **RESOLUTION SEQUENCE**

If the Dispute cannot be settled by good faith negotiation, which must take place within thirty days of receipt by one party of a claim of a Dispute to non-binding mediation- Yen Fiscal and the Client will submit the Dispute to non-binding mediation. If complete agreement cannot be reached into within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with the sections below. The Federal Arbitration Act, 9 U.S.C. Section 1 to 15, not state law, will govern the arbitration of all disputes.

### **ARBITRATOR**

A single Arbitrator who has knowledge of commercial matters will conduct the arbitration. The Arbitrator's decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expend any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.

### **RULES AND EXPENSES**

Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute resolution ("ADR") firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. Yen Fiscal and the Client will each bear its own attorney's fees associated with the mediation and, if necessary, the arbitration. Yen Fiscal and the Client will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide.

### **LIMITATION ON ACTIONS**

Any dispute the Client may have against Yen Fiscal with respect to this Agreement must be brought within two years after the cause of the action arises.



## AGREEMENT

We appreciate the opportunity to be of service to **Aveson Charter Schools** and believe this Agreement accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this Agreement, please sign the enclosed copy and return it to us.

## NOTICE

Notice to the parties under this agreement shall be delivered to the following addresses:

**Yen Fiscal Solutions  
524 Bayona Loop  
Chula Vista, CA 91910**

**Aveson Charter Schools  
1919 East Pinecrest Drive  
Altadena, CA 91001**

## SIGNATURES

\_\_\_\_\_  
Kristie Yen  
Founder  
Yen Fiscal Solutions

\_\_\_\_\_  
Ian McFeat  
Executive Director  
Aveson Charter Schools

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## SCOPE OF SERVICE SUMMARY

Yen Fiscal helps charter schools to center their efforts on the core of their mission through the provision of comprehensive business management support and financial services. You can trust our experienced industry professionals to assist in the development of excellent schools and the cultivation of talented students.

<b>ACCOUNTING AND FINANCE</b>	<p><b>Budgeting:</b></p> <ul style="list-style-type: none"> <li>• <b>Annual and multi-year budgets including cash flows-</b> In the spring or when services begin, Yen Fiscal works with the school leader to create annual and multi-year budgets in time for submission to the state by July 1.</li> <li>• <b>Budget revisions-</b> Yen Fiscal revises budget during interim reporting periods to reflect changing circumstances at the school or in state funding.</li> <li>• <b>Updated monthly forecasts-</b> Yen Fiscal tracks budget to actuals and updates the budget forecast monthly.</li> </ul> <p><b>Financial Statements:</b></p> <ul style="list-style-type: none"> <li>• <b>Monthly year-to-date financial statements-</b>Yen Fiscal prepares year-to-date financials compared to budget in time for monthly board meetings.</li> <li>• <b>Monthly cash flow forecast-</b> Yen Fiscal monitors the school’s cash position monthly and tries to anticipate any cash shortfalls in future months.</li> <li>• <b>Customized financial analysis-</b> Yen Fiscal performs reasonable financial analysis that the staff or board requests, e.g. providing a comparative analysis of the school’s budget relative to industry norms or fulfilling a request from the authorizing agency. Yen Fiscal will also provide customized reports (within reason) for grant proposals.</li> <li>• <b>Support in resolving financial issues-</b> Yen Fiscal helps the school leader find solutions to financial issues by recommending budget changes and/or identifying sources of potential funding.</li> </ul> <p><b>Accounting and General Ledger Maintenance:</b></p> <ul style="list-style-type: none"> <li>• <b>Setup of school’s chart of accounts and general ledger-</b> Yen Fiscal sets up and maintains the school’s chart of accounts, based on Yen Fiscal’s standard structure which is designed to be compliant with SACS.</li> <li>• <b>Transaction recording-</b>Yen Fiscal records in detail all transactions in a computerized accounting system.</li> <li>• <b>Bank reconciliations:</b> Yen Fiscal reconciles primary bank, credit card and investment accounts to general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as required.</li> <li>• <b>Capital Assets-</b> Yen Fiscal records capitalized assets as provided by the school. On a monthly basis, Yen Fiscal records related depreciation and amortization in the general ledger and reconciles expenditures to fixed asset listing.</li> </ul>
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<p><b>ACCOUNTING AND FINANCE (CONTINUED)</b></p>	<p><b>Accounts Payable and Receivable:</b></p> <ul style="list-style-type: none"> <li>• <b>Accounts Receivable-</b> Yen Fiscal monitors the receipt of state approved ADA funding to ensure that the school receives all entitlements and that the amounts received are correct.</li> <li>• <b>1099 Processing-</b> Yen Fiscal prepares and sends Form 1099 to employees and/or contractors, and government, provided that this Service Agreement remains in effect at the end of the applicable calendar year, and subject to the timely receipt of accurate and complete information and data from the Client, in accordance with Yen Fiscal policies throughout the term and including for any portion of the applicable calendar year that preceded the provision of services under this Agreement. Yen Fiscal is not responsible for submitting 1099 forms to vendors in which a W-9 form has not been provided by the client.</li> </ul> <p><b>Governmental Financial Reporting:</b></p> <ul style="list-style-type: none"> <li>• <b>Preliminary and Final Budget Reports-</b> Yen Fiscal prepares and files the preliminary budget report by July 1st based on the board adopted budget and a final budget as required.</li> <li>• <b>Interim Financial Reports-</b> Yen Fiscal prepares the first and second interim reports and files them with the district and county by the December 15 and March 15 deadlines.</li> <li>• <b>Unaudited Actuals Financial Report-</b> Yen Fiscal prepares the unaudited actuals financial report by the September 15 deadline.</li> <li>• <b>Other Required Financial Reports-</b> Yen Fiscal prepares and submits all other financial reports required by the district, county office education, California Department of Education and other governmental agencies.</li> </ul> <p><b>Audit and Tax Support:</b></p> <ul style="list-style-type: none"> <li>• <b>Audit Support-</b> Yen Fiscal prepares supporting schedules for auditors for period under contract and works side by side with the auditors to help ensure a smooth and timely audit process. Yen Fiscal will also furnish auditors with electronic records of transactions for the period under contract.</li> <li>• <b>Audit Compliance Training-</b> Yen Fiscal helps the school develop financial policies designed to meet the requirements and help protect the school from financial mismanagement.</li> <li>• <b>Participation in Site Visits from Authorizer-</b> Yen Fiscal will provide financial documents as requested by authorizer for site visits.</li> <li>• <b>Federal Single Audit-</b> Yen Fiscal provides support in school compliance with accounting and related audit requirements, including the Single Audit Act of 1984.</li> <li>• <b>IRS Form 990 Support-</b> Yen Fiscal supports the school and the auditor in preparing Form 990 tax-exempt organization annual filing. Fees for audit and 990 are paid by the school and it is the school's and auditor's sole responsibility to ensure these forms are filed.</li> <li>• <b>Sales and Use Tax-</b> Yen Fiscal will track sales and use tax in the general ledger and prepare returns on a quarterly or annual basis.</li> </ul>
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<p><b>ACCOUNTING AND FINANCE (CONTINUED)</b></p>	<p><b>Board Meeting Support:</b></p> <ul style="list-style-type: none"> <li>• <b>Board Meeting Financial Package-</b> Yen Fiscal prepares a monthly financial package complete with a financial analysis to be provided at each board meeting.</li> <li>• <b>Board Meeting Attendance-</b> Yen Fiscal attends board meetings quarterly or by teleconference as requested and presents its financial analysis presentation. Yen Fiscal can assist the board in staying in compliance with the Brown Act.</li> </ul>
<p><b>COMPLIANCE AND ACCOUNTABILITY</b></p>	<ul style="list-style-type: none"> <li>• <b>Every Student Succeeds Act (ESSA) Compliance Support-</b> Yen Fiscal helps the school understand the requirements of ESSA.</li> <li>• <b>Funding Compliance-</b> Yen Fiscal makes compliance recommendations regarding funding requirements such as Federal PCSGP implementation grant funding and other restricted funds.</li> <li>• <b>District and state regulation compliance-</b> Yen Fiscal can help the school identify areas where it may not be in compliance with district or state regulations.</li> <li>• <b>Federal Cash Management Data Collection Submission-</b> Yen Fiscal will submit all quarterly federal cash management data to the CDE by the required deadline.</li> <li>• <b>Agenda Development-</b> Yen Fiscal will work with the school to make sure important compliance items are placed on the board agenda for approval by the compliance deadline.</li> </ul>
<p><b>GRANTS ADMINISTRATION</b></p>	<ul style="list-style-type: none"> <li>• <b>Financial Reports-</b> Yen Fiscal prepares customized financial reports for grant purposes.</li> <li>• <b>Fund Accounting-</b> Yen Fiscal sets up fund accounting to track direct and allocated costs to grant awards.</li> <li>• <b>Grant Reporting-</b> Yen Fiscal will prepare and submit the grant reporting for Educator Effectiveness, Education Protection Act, Special Education, and all other grants that require expenditure reporting.</li> <li>• <b>Consolidated Application and Reporting System (CARS)-</b> Yen Fiscal prepares the CARS and submits it by the required deadline.</li> <li>• <b>Submission of Required Reports-</b> Yen Fiscal will submit all necessary monthly, quarterly and/or year end expenditure reports required by any grant.</li> </ul>
<p><b>EXISTING CHARTER SCHOOL DEVELOPMENT</b></p>	<ul style="list-style-type: none"> <li>• <b>SB 740-</b> Yen Fiscal will help the school prepare and submit SB740 facilities reimbursement on the school's behalf.</li> <li>• <b>Prop 39-</b> Yen Fiscal helps the school prepare and submit compliant Prop 39 requests and helps to manage the Prop 39 process.</li> <li>• <b>Pupil Estimates for New or Significantly Expanding Charters (PENSEC) -</b> Yen Fiscal prepares the PENSEC and submits it by the required deadline.</li> <li>• <b>Charter Renewal Budget-</b> Yen Fiscal will prepare a multi-year budget, multi-year cashflow flow forecast with assumptions for charter renewal.</li> </ul>

**EXCLUDED SERVICES**

Other than the services outlined in this Agreement, Yen Fiscal is not responsible for any other activities, unless mutually agreed to in writing.





## ROLES AND RESPONSIBILITIES

Clarity on roles and responsibilities between **Yen Fiscal Solutions** and **Aveson Charter Schools** (“Client”) will help ensure high quality, timely business services. The table below outlines the roles and responsibilities of both parties.

	<b>Yen Fiscal Solutions</b>	<b>Client</b>
<b>Accounts Payable/ Accounts Receivable</b>	<ul style="list-style-type: none"> <li>• Payment systems linked to financial statements and analysis for informed managerial decision making</li> <li>• Monthly bank account reconciliations</li> <li>• Advising clients on outstanding checks to ensure adequate cash availability</li> </ul>	<ul style="list-style-type: none"> <li>• Timely and accurate check payments</li> <li>• Payment of invoices according to the Client’s approval policies</li> <li>• Recordkeeping and transaction recording that adheres to generally accepted accounting principles</li> <li>• Coding all expenses and non-state funding deposits using Yen Fiscal forms and codes from the most recent budget</li> <li>• <b>Banking:</b> Monitoring and maintaining adequate bank account balances to meet expense obligations</li> </ul>
<b>Payroll</b>	<ul style="list-style-type: none"> <li>• Enter payroll journal entry as provided by the client into the financial system.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Payroll Reporting:</b> Accurately reporting and entering of hours worked, pay rate, and employee deductions into payroll system.</li> <li>• <b>Payroll Reconciliation:</b> Client is responsible for accurate payroll processing and timely reconciliations of payroll wages, deductions and taxes after each pay period.</li> <li>• Enrolling (or working with a broker to enroll) staff in any STRS, PERS, 403b, health plans, and other insurance/retirement/contribution/deduction programs</li> <li>• Terminating staff from health plans, other insurance, and other applicable contribution/deduction programs</li> <li>• Payroll Tax Filings- Client is responsible for quarterly and monthly payroll tax filing. Client is responsible for timely payment of payroll taxes.</li> </ul>

\*Any time Yen Fiscal spends on tasks listed under “Client” in this section will be billed to Client at an hourly rate.

**EXHIBIT A-1**  
**7th Grade Joshua Tree National Park 4.24-26.2024**

Positive Adventures, LLC. (“Outfitter”) will provide services in accordance with the Outdoor Education and Team Building Services Agreement (and Attachment 1 thereto) entered into by and between **Aveson Schools** (“Client”) and Outfitter, as modified by these additional terms. This exhibit sets forth the additional terms for specific programs under the Agreement effective at third-party facilities and is effective on the last date of signature on this Exhibit (the “Program Plan Effective Date”).

- A. **NAME.** Aveson 7th Grade Joshua Tree
- B. **LOCATION.** The location for the Program will be held at Ryan Campground at Twentynine Palms, CA 92277 or an alternative location(s) mutually agreed by Outfitter and Client (“Location”).
- C. **DATES.** The Program will take place from April 24th-26th, 2024 (Name, Location and Dates together the “Program”).
- D. **RATES.** Client shall pay \$550 per student. Client shall pay \$550.00 per chaperone for the Program. The minimum fee for this Program is \$18,150.00 (30 Students x price per student) + (3 chaperones x price per chaperone) (the "Minimum Program Tuition"). If any additions or changes are made before or during the Program and additional charges are incurred by Outfitter related to the additions or changes, those charges will be added to the Program. Client will receive an invoice for these charges within twenty-one (21) days after the conclusion of the Program (the "Additional Charges Invoice"). The Additional Charges Invoice, if necessary, will also include costs associated with any Program participants over the required minimum
- E. **ADDITIONAL FEES.** In addition to per student and chaperone charges, client shall pay additional fees incurred by the outfitter for vendor service and commercial use permits as applicable.
  - a. Joshua Tree National Park CUA Fee of \$800
- F. **PROGRAM DETAILS.**
  - a. Meals and accommodations will be provided
  - b. Meals begin with Dinner on Arrival Day and end with Lunch on Departure Day (6 total meals)
  - c. Client will Provide a minimum of 3 Chaperones (1 for each trail group, plus one floater)
  - d. Outfitter will provide staff for up to (2) trail groups, 1 Course Director, and 1 Logisticians/Chefs (4 total staff)
  - e. Outfitter will provide Team-Building Curriculum, Evening Programing, Hiking, Rock Climbing

The above Dates and Location Client will not be reserved until Outfitter receives the non-refundable deposit ("Deposit") and this executed Exhibit.

**G. PAYMENT SCHEDULE.**

Payment	Amount	Due Date
Non-refundable Deposit	\$9,475.00	Upon Receipt of Invoice
Balance Due	\$9,475.00	April 5th, 2024
CUA Fee	\$800	Included in Final Invoice
Paperwork Late Fee	\$500	If Applicable
<b>Total Program Fee</b>	<b>\$18,950.00</b>	

**AGREED AND ACCEPTED**

**AVESON SCHOOLS**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**POSITIVE ADVENTURES, LLC**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

## POSITIVE ADVENTURES SERVICES AGREEMENT

Aveson Schools

This Services Agreement together with Attachments and all applicable Exhibits (collectively, the “Agreement”) is entered into by and between **Aveson Schools** (“Client”) and Positive Adventures, LLC. (“Outfitter”) for the purpose of using Outfitter employees to offer experiential education programs (“employees”) at third-party facilities, and is effective on the last date of signature on this agreement.

- 1. DESCRIPTION OF SERVICES.** Client will exclusively engage Outfitter to provide outdoor and experiential education programming to Client’s student and staff participants (“Participants”) at third-party facility(ies). The one or more attached exhibits (“Exhibit(s)”) set forth the specific services to be furnished by Outfitter for the applicable program, together with current fees for these services and other terms specific to such program offering. Client represents, warrants and covenants that it (A) has obtained and will keep current all licenses, permits and authorizations necessary to conduct its business and (B) the requisite insurance for the program offering.
- 2. COMPENSATION.** Client agrees to pay for services rendered under this Agreement in accordance with the Exhibit(s), plus all applicable federal, state and local taxes that may be payable by Outfitter, including but not limited to, sales/use tax, excise tax and gross receipts tax. The fee schedules set forth in the Exhibits include (i) the amounts payable by Client to Outfitter for the services performed by Outfitter, and (ii) any applicable fees to be paid to third parties.
- 3. INVOICING.** Invoices will be rendered delivered via email or a web-based application (and Client and Outfitter shall cooperate to allow Client to obtain invoices in such manner) to the designation set forth in the section entitled “Notices” below. Payment by Client shall be due within 21 days of the invoice date and shall be paid by check or EFT. Credit card payments shall not be permitted without Outfitter’s written consent, which may be withheld in its sole discretion. Outfitter may impose a finance charge of 18% per annum (or the maximum charge permitted by law, if less) to all outstanding past due amounts.
- 4. EQUAL EMPLOYMENT OPPORTUNITY POLICY.** Both parties acknowledge that they are equal opportunity employers and agree that they do not and will not discriminate against, harass, or retaliate against any employee or job applicant on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or any other status or condition protected by applicable federal, state or local laws.
- 5. INDEPENDENT CONTRACTOR AND THIRD-PARTY VENDORS.** Outfitter provides the Services as an independent contractor. Notwithstanding anything to the contrary in this Agreement, neither Client nor Outfitter may bind the other in any way, whether orally or in writing. The parties acknowledge that neither Outfitter nor any agent, employee, officer, representative or independent contractor of or retained by Outfitter is or may be deemed to be an employee, partner, joint venturer or agent of or with Client by reason of this Agreement. Client agrees that Outfitter may arrange for independent contractors and third-party vendors to provide certain services to Client. While Outfitter ensures that all Outfitter staff that are brought into contact with Client’s students during the Program will have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a Live Scan biometric fingerprint screen. Outfitter does not represent, and Client expressly acknowledges, that Outfitter does not run background checks on or verify that any third-party vendor employees or independent contractors have no criminal history.
- 6. NOTICES.** All notices, demands, requests or other instruments that may be or are required to be given hereunder (“Notices”) shall be in writing and sent to the addresses set forth below (for Client under “Notices (Other than Invoices/Billing)”), by hand delivery, first class, certified mail – return receipt requested or via overnight courier, postage prepaid. Invoices and billing items for Client shall be sent to the address set forth below and as provided in the section entitled “Invoicing” above.

OUTFITTER Positive Adventures, LLC  
4907 Morena Blvd, Suite 1401  
San Diego, California 92117

CLIENT NOTICES (INCLUDING INVOICES/BILLING):  
Aveson Global Leadership Academy  
Ian McFeat, Superintendent/Executive Director  
575 W Altadena Dr, Altadena, CA 91001  
[ianmcfear@aveson.org](mailto:ianmcfear@aveson.org)

The designations for Notices provided herein are conclusively deemed to be valid, and notice given in compliance with this paragraph shall be conclusively presumed to be proper and adequate. Either party may from time to time add or change its notice designation above in a writing given to the other party.

- 7. ENTIRE AGREEMENT; ATTORNEYS' FEES; GOVERNING LAW.** This Agreement (including Attachment 1 and each executed Exhibit) contains the entire agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments and practices between the parties her. No amendments to this Agreement (including an Exhibit) may be made except by written mutual agreement. In the event of a conflict between this Agreement (or Attachment 1), on the one hand, and an Exhibit on the other hand, this Agreement (or Attachment 1) shall control unless the conflicting provision in the Exhibit explicitly indicates the intent for such provision to supersede a specific provision in this Agreement (or Attachment 1). In the event that any action is brought to enforce or interpret this Agreement or any part thereof, the prevailing party shall recover its costs and reasonable attorneys' fees in bringing such action. In the event of non-payment by Client, Client shall pay all costs incurred by Outfitter in collecting delinquent amounts, including collection fees. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws rules. The parties consent to the exclusive jurisdiction of the state and federal courts located in San Diego County, California for any action arising under this Agreement. Outfitter and Client agree to first meet and confer within seven (7) days of receiving notice of a dispute and work together to resolve the dispute informally Prior to filing any claim or cause of action in state or federal court, or mutually agreeing to formally arbitrate any dispute arising out of this Agreement. If such meet and confer efforts are not successful, the parties may mutually agree to submit any dispute arising out of this Agreement to mediation and proceed to arbitration or litigation if mediation is unsuccessful.
- 8. INSURANCE AND SAFETY LAWS.** At Client's request, Outfitter will provide certificates evidencing its worker's compensation (per statutory limits), automobile (\$1 million combined single limit), general liability (\$1 million per occurrence/\$2 million annual aggregate), and abuse and molestation insurance coverage (\$1 million per occurrence/\$2 million annual aggregate). Client accepts responsibility for compliance with all relevant safety and health laws and regulations during the periods of time participants remain under Client's supervision, including but not limited to free time and overnight hours. In the event of any sentinel event or actual or threatened claim arising out of or relating to the acts or omissions of Outfitter personnel, Client shall provide Outfitter written notice of such claim immediately and, in no event more than 30 days after Client knew, or reasonably should have known, of such claim. Ten (10) days prior to the start of a Program, certificates of insurance evidencing the following will be provided by each respective party to the other, and shall evidence the continuous and uninterrupted insurance coverage throughout the term of the Program(s). Both parties shall list the other as an "additional insured," including a mutual waiver of subrogation unless specifically modified in an amendment. Each insurance policy shall name the respective party as an additional insured, with the exception of the workers compensation policy. Insurance carriers shall be California admitted and rated by the most current edition of AM Best at least A- / IX. Outfitter does not provide health, medical, dental, vision, or accident insurance to cover Participants. Participants who are not covered by other policies are encouraged to purchase trip insurance for the duration of the Program. No insurance policy may be canceled without thirty (30) days' prior written notice to the other party to this Agreement.
- 9. INDEMNIFICATION.** Client shall defend and indemnify Agency for all costs, liabilities or losses associated with defending any charge, complaint, claim, cause of action or suit (hereinafter collectively referred to as "claim(s)") by (A) any governmental or administrative agency and/or (B) any Participant or anyone acting on his/her behalf, in which Client's action/inaction has given rise to, in whole or in part, the underlying claim. This may include, but is not limited to, claims for breach of contract, defamation, invasion of privacy, intentional or negligent infliction of emotional distress, wrongful discharge, discrimination, harassment, bodily injury or death, retaliation, or violation of any federal, state or other governmental statute or regulation. Client will specifically defend and indemnify Outfitter for any claims arising arising from or relating to Client's periods of sole supervision, e.g., free time and overnight periods. Outfitter shall indemnify Agency for all costs, liabilities or losses associated with defending any charge, complaint, claim, cause of action or suit (hereinafter collectively referred to as "claim(s)") by (A) any governmental or administrative agency and/or (B) any Participant or anyone acting on his/her behalf, resulting from Outfitter's negligent action or wilful misconduct. Outfitter specifically disclaims defense and indemnification obligations where its employees are not present or responsible for supervision and oversight of Participants. Outfitter's defense and indemnification obligations do not extend to any third-party owned or operated venues or personnel.

**10. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUTFITTER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). IN NO EVENT WILL OUTFITTER'S LIABILITY TO CLIENT OR ANY THIRD PARTY EXCEED (IN THE AGGREGATE) THE AMOUNT PAID BY CLIENT TO OUTFITTER FOR SERVICES RENDERED IN THE PRECEDING TWELVE (12) MONTH PERIOD OR OUTFITTER'S IDENTIFIED INSURANCE LIMITS, WHICHEVER IS GREATER.

**11. CONFIDENTIAL INFORMATION.**

- a. Each party shall keep confidential all Confidential Information (as defined below) of the other party ("owning party"), and shall not use or disclose such Confidential Information either during or at any time after the term of this Agreement, without owning party's express written consent, unless required to do so by law, court order or subpoena in which case a party shall not disclose such information until it has provided advance notice to owning party such that owning party may timely act to protect such disclosure. For purposes of this provision, "Confidential Information" means non-public information that is disclosed or becomes known to the other party as a consequence of or through its activities under this Agreement, including, but not limited to, matters of a business nature, such as Outfitter personnel names and personal information, and the terms of this Agreement, costs, or business processes.
- b. Outfitter shall not:
  - i. sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Participant information to another business or a third party for monetary or other valuable consideration;
  - ii. retain, use, or disclose such Participant information for any purpose other than for the specific purpose of confirming the suitability of the Participant to engage in the activities; or
  - iii. retain, use, or disclose such Participant information outside of the direct business relationship between Outfitter and Client.
- c. In addition, Client agrees to use appropriate privacy and security measures to protect all Outfitter personal information from unauthorized access, destruction, use, modification, or disclosures in accordance with all federal and state privacy laws, including but not limited to, limiting access to only those employees necessary for performance under this Agreement, implementing suitable measures to prevent unauthorized persons from gaining access to Outfitter employee information and to prevent unauthorized reading, copying, alteration, use, or removal of Outfitter employee personal information.
- d. Upon termination or expiration of this Agreement, both parties will, without notice or request, destroy all Confidential Information in accordance with their respective policies and procedures, and with the same level of care that each party would destroy their own Confidential Information.
- e. This Section 10 will survive any termination or expiration of this Agreement.

**12. PERMITS AND LICENSES.** Outfitter agrees to secure and maintain in force all permits and licenses required by law for the provision of the services in the Agreement.

**13. CONSENT TO FAX.** In order to ensure that Outfitter is in compliance with state and federal law, Client hereby expressly grants permission to Outfitter to send facsimile and text communications to any Client location.

**14. TERM.** The term of this Agreement shall be for a period of one (1) year, and this Agreement will renew automatically for successive one year periods. Either party may terminate this Agreement upon the other party's material breach and failure to cure within 30 days.

**15. FORCE MAJEURE.** Outfitter is excused from performing its obligations hereunder if performance is hindered, delayed, inadvisable, impractical, impossible or prevented as a result of matters beyond its control such as labor strikes; acts of God; weather, pandemics, medical epidemics, or outbreaks; natural disasters including, but not limited to fires, floods, and earthquakes; threats of terrorism, war, shortages of raw material or power; sewage or oil spills; governmental actions or compliance with governmental requirements, whether voluntary or pursuant to order; or any other matter beyond the reasonable efforts of Outfitter to control.

- 16. SEVERABILITY.** If any provision herein is held to be contrary to law, such provision will be deemed valid only to the extent permitted by law. All other provisions shall continue in full force and effect.
- 17. NON WAIVER.** Outfitter's failure to require performance of any provision of this Agreement shall not affect its right to require performance at any time thereafter, nor shall Outfitter's waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default.
- 18. ASSIGNMENT.** Except with the prior written consent of Outfitter, Client may not assign or transfer any right, remedy or obligation under this Agreement, including by merger, consolidation, dissolution, or operation of law.
- 19. COUNTERPARTS AND EXHIBITS.** This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one document. Signature pages to this Agreement may be delivered to a party by fax, pdf or similar electronic means and such pages shall constitute an original for all purposes under this Agreement. All exhibits attached to and referenced in this Agreement are incorporated into this Agree

**AGREED AND ACCEPTED**

**Aveson Schools**

**Positive Adventures, LLC**

Signature:

Signature:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTACHMENT 1  
GENERAL TERMS AND CONDITIONS**

The following terms shall be made part of each Exhibit except to the extent specifically excluded therein:

1. **OUTFITTER EMPLOYEE SUITABILITY.** All Outfitter employees that have contact with Participants are vetted to have industry standard training and experience in the service(s) being provided. All Outfitter employees have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a Live Scan biometric fingerprint screen.
2. **MEDICAL FORM AND PARTICIPANT WAIVER.** Program paperwork including waivers and medical forms may be made available to the Client in digital form. Program paperwork must be completed fourteen (14) days prior to the Program. If both parties agree to using hard copies of Program Paperwork, copies of all participant's documentation must be sorted into Trail Groups and mailed to Outfitter at the address listed below and must be received by Outfitter by the paperwork due date. In the event the program paperwork is not complete and timely, Outfitter reserves the right to apply a \$500.00 administrative inconvenience fee.
3. **PROGRAM RESPONSIBILITIES.**
  - a. **OUTFITTER RESPONSIBILITIES.**
    - (1) Provide an experience-based educational program;
    - (2) Provide Client with all required forms, including Participant releases in a timely manner;
    - (3) Provide one Outfitter employee for the number of trail groups required;
    - (4) Designate an Outfitter employee as the 24 Hour, on-premises emergency contact;
    - (5) Supervise educational and experiential activities;
  - b. **CLIENT AND PARTICIPANT RESPONSIBILITIES.**
    - (1) Provide the number of chaperones per Exhibit A for the duration of the Program;
    - (2) Provide transportation and travel to and from the Location;
    - (3) Ensure a vehicle is always onsite and available for emergency needs;
    - (4) Distribute all required forms to Participants;
    - (5) Submit the student roster, including the final participant number, along with sleeping assignments and the division of students and chaperones into Trail Groups two weeks (14 days) prior to the Program. Trail Groups are limited to no more than fifteen (15) students and must include at least one (1) chaperone in each.
    - (6) Client acknowledges and agrees that if any Participant(s) submit forms late, Outfitter may refuse to allow those Participants or Chaperones to attend the Program. Further, Outfitter is absolved of its responsibility to conduct a risk assessment for those Participants and has no obligation to accommodate those Participants' or Chaperones' special needs;
    - (7) Designate individuals as "on-call personnel," who will be contacted by Outfitter in the event of an emergency or evacuation ("On-Call Personnel") and provide Outfitter with their contact information prior to the start of the Program;
    - (8) Demonstrate respect and responsibility to themselves, colleagues, Outfitter staff and the training environment;
    - (9) Bring the required equipment/supplies, as outlined in the Participant Program Information packet;
    - (10) All Chaperones must satisfactorily pass a background check and live scan;
    - (11) Accept sole responsibility for participants arriving late or departing early;
    - (12) Accept sole and complete responsibility for Participants during Program breaks, also known as "free time," and during the overnight periods, e.g., 8:00 p.m. to 8:00 a.m.
  - c. **ADDITIONAL RESPONSIBILITIES.** Client and Outfitter each acknowledge and agree that additional responsibilities, in addition to those listed above, may be required of both Client and Outfitter before, during, and after the Program. Similarly, certain responsibilities listed above may not apply to the current Program. In order to effectuate the intent of this Agreement and to provide the Program as agreed, in the most efficient manner, Client and Outfitter each agree to comply with any and all reasonable requests related to the addition or removal of Client or Outfitter responsibilities.
4. **PROGRAM CANCELLATION.** IN THE SOLE DISCRETION OF OUTFITTER, OUTFITTER RESERVES THE RIGHT TO SUBSTITUTE PROGRAM OFFERINGS, VENUES, OR ACTIVITIES DUE TO FORCE MAJEURE, WEATHER, NATURAL DISASTERS, OUTFITTER STAFF AVAILABILITY, PROGRAM PARTICIPANT AND/OR CLIENT READINESS, OR ANY AND ALL OTHER UNFORESEEN CIRCUMSTANCES. IN THE EVENT THE PROGRAM IS CANCELED FOR REASONS LISTED ABOVE OR OTHERWISE, OUTFITTER WILL SUBSTITUTE A DIFFERENT LOCATION OR DAY-TRIPS ON THE SAME DATES AS THE ORIGINALLY SCHEDULED PROGRAM. CLIENT

ACKNOWLEDGES AND AGREES THAT OUTFITTER INCURS AN INCREASING AMOUNT OF EXPENSES AS THE SCHEDULED PROGRAM APPROACHES, INCLUDING EXPENDITURES RELATED TO BUSINESS OVERHEAD, REGARDLESS OF WHETHER THE PROGRAM TAKES PLACE. IF PRIOR TO CANCELLATION OUTFITTER INCURS ANY NON-REFUNDABLE EXPENDITURES, CLIENT WILL BE INVOICED FOR AND PAY THESE AMOUNTS. IF OUTFITTER UNABLE TO SECURE A REPLACEMENT LOCATION FOR SAME DATES PRIOR TO COMMENCEMENT OF THE PROGRAM, OUTFITTER WILL PROVIDE CLIENT WITH DATES AND LOCATIONS FOR A SUBSTITUTE PROGRAM TO TAKE PLACE WITHIN THREE (3) MONTHS OF THE ORIGINAL PROGRAM.

- 5. **NON-REFUNDABLE DEPOSIT. CLIENT AND OUTFITTER AGREE THAT THE DEPOSIT IS NON-REFUNDABLE, INCLUDING DUE TO A FORCE MAJEURE EVENT.**

**AGREED AND ACCEPTED**

**Aveson Schools**

**Positive Adventures, LLC**

Signature:

Signature:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



9043 Lurline Avenue • Chatsworth, CA 91311 • Phone: 818.464.4023

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to Revolution Office.

**CUSTOMER INFORMATION**

FULL LEGAL NAME Aveson			STREET ADDRESS 1919 Pinecrest Drive	
CITY Altadena	STATE CA	ZIP 91001	PHONE 626-797-1440	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	E-MAIL ianmcfeat@aveson.org (Ian McFeat)	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) (1) Ricoh MP C8003 & (1) Ricoh IM C4500 - 575 West Altadena, Altadena, CA 91001				

**EQUIPMENT DESCRIPTION**

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
(2) Ricoh MP C8003			<input type="checkbox"/>
(2) Ricoh IM C4500			<input type="checkbox"/>
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together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.  
 See attached Schedule A       See attached Billing Schedule

**TERM AND PAYMENT INFORMATION**

60 Payments\* of \$ 1,711.00      Advanced Payment\* \$ n/a

The payment ("Payment") period is monthly unless otherwise indicated.      *If you are exempt from sales tax, attach your certificate.*      \*plus applicable taxes

Payment includes 30,000 B&W pages per month      Overages billed quarterly at \$ 0.006 per B&W page\*

Payment includes 2,000 Color pages per month      Overages billed quarterly at \$ 0.055 per Color page\*

**Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.**

**LESSOR SIGNATURE**

Revolution Office			
LESSOR	SIGNATURE	TITLE	DATED

**CUSTOMER SIGNATURE**

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Aveson	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
FEDERAL TAX I.D. #	PRINT NAME		

**DELIVERY & ACCEPTANCE CERTIFICATE**

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted. Upon you signing below, your promises in this Agreement will be irrevocable and unconditional in all respects.

	X		
CUSTOMER (as referenced above)	SIGNATURE	TITLE	ACCEPTANCE DATE

**TERMS AND CONDITIONS**

1. **AGREEMENT:** You agree to lease from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 10 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use, or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, or as otherwise provided in writing and accepted by us, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. If we assign our rights under this Agreement to a third party financing source ("Assignee"), then you agree that Assignee is not responsible for, and you agree to hold Assignee harmless and reimburse Assignee for and to defend on Assignee's behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment, except that you shall not bear the risk of loss, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise from Assignee's gross negligence or willful misconduct or directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of the Agreement. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. However, any such assignment shall not relieve the original Lessor of its obligations under this Agreement. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, and such default is not cured within 15 days, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM; FMV PURCHASE OPTION:** Provided that no event of default under this Agreement has occurred and is continuing, you shall have the following options at the end of term: Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. Fair Market Value means the value of the Equipment in continued use. At the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice at least 30 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair, normal wear and tear excepted. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause your Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier by the next business day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS:** WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.** SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

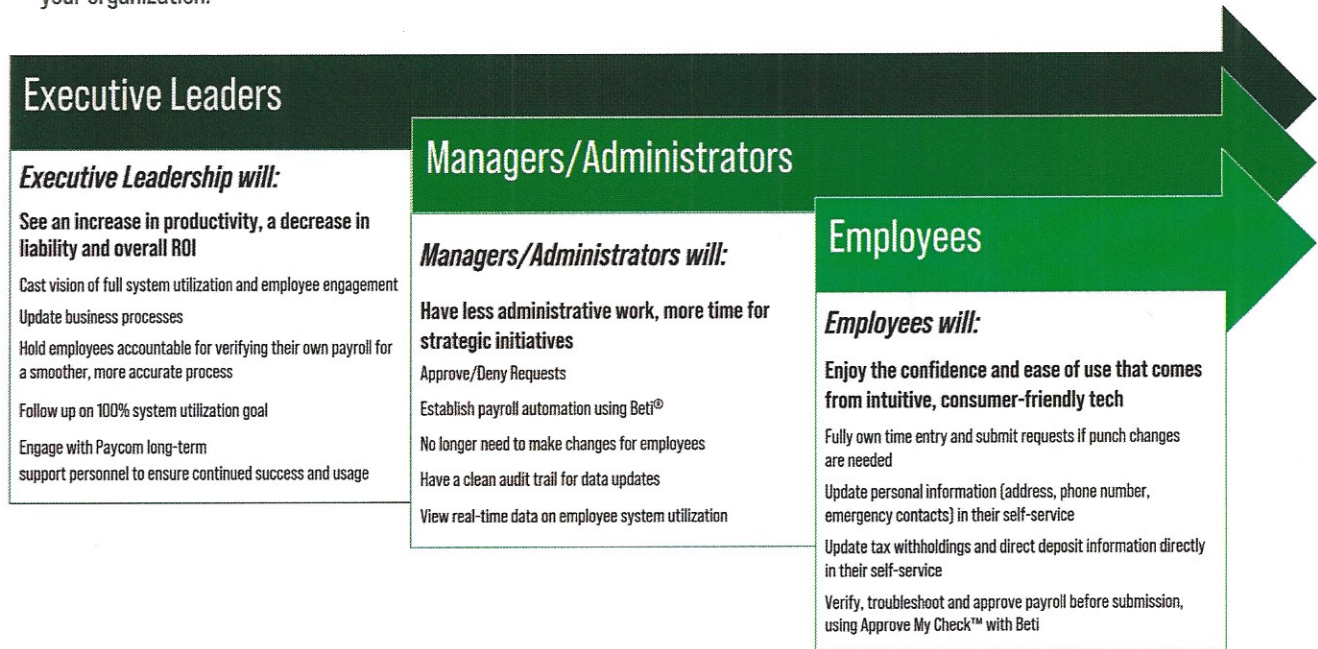
13. **MAINTENANCE AND SUPPLIES:** You have elected to enter into an arrangement solely between you and us for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against us relating to the Arrangement. If we assign this Agreement, we will remain responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold any assignee of this Agreement responsible for our obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, we may increase the maintenance and supplies portion of the Payment and the overage charges. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

# COMMITMENT TO CHANGE

Legal name: \_\_\_\_\_

Welcome to Paycom! We look forward to our ongoing partnership and want to ensure you achieve success. Successful use of Paycom means you fully utilize the Paycom system, maximize workforce efficiency, decrease liability and realize a maximum return on your investment. We are asking for your commitment to fully engage your workforce in the utilization of the Paycom system.

What does this success look like in practice? It is a culture shift to empowered employees that benefits everyone at your organization:



Successful culture shifts start with executive commitment to this vision. We need you to take the following actions:

1. Cast vision of 100% system utilization and employee engagement.
2. Share your commitment with other leaders and your workforce.
3. Ensure business processes are updated to align with this vision.
4. Follow up on this goal throughout implementation and beyond.

We're committed to helping you every step of the way, including providing the tools and training necessary to lead your workforce to 100% usage of the Paycom system. We ask you to show your commitment to this transformation by signing this pledge.

Date: \_\_\_\_\_ First check date: \_\_\_\_\_

Client signature: \_\_\_\_\_







## General Terms and Conditions

Capitalized words in these general terms and conditions (the “General Terms and Conditions”) that are not otherwise defined herein shall have the same meaning given in the PHCMSA. Paycom and the Client agree as follows with respect to the Services. Paycom and Client are referred to herein collectively as the “Parties” and each individually as a “Party.”

1. Paycom’s Obligations. Paycom shall perform the Services in accordance with the Agreement.

2. Paycom Representations and Warranties. Paycom represents and warrants to Client that:

2.1. Paycom shall, upon written request, provide Client with a copy of its most recent Service Organization Control 1 Report for Description of Paycom Software, Inc.’s Payroll Processing System and Service Organization Control 2 Report for Description of Paycom Software, Inc.’s Payroll Processing System (the “SOC Reports”). Paycom shall maintain controls on its payroll processing systems at a similar level to continue to achieve the control objectives described in the SOC Reports and it shall make any such future reports or similar industry audit reports available to Client upon Client’s request.

2.2. Paycom currently maintains certification for ISO 27001:2013 which governs its physical and technical security controls. Paycom shall maintain controls on its physical and technical security systems at a similar level to continue to achieve the control objectives of ISO 27001:2013.

2.3. Except as otherwise expressly stated herein, Paycom makes no other representations and warranties.

3. As Is, Disclaimers. THE SERVICES PROVIDED BY PAYCOM PURSUANT TO THE AGREEMENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. EXCEPT AS EXPRESSLY STATED HEREIN, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, PAYCOM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SYSTEM INTEGRATION, AND NONINFRINGEMENT.

4. Paycom’s Intellectual Property; Use of Trademarks and Trade Names. Paycom grants Client, and its subsidiaries and affiliates approved by Paycom, a non-exclusive, non-transferable license, exercisable solely during the term of the Agreement, to use applicable Paycom technology, including the computer software programs made accessible to Client by Paycom in connection with the Services, manuals, training materials and any other technology provided by Paycom to Client in connection with the provision of the Services (collectively, the “Paycom Technology”) solely for the purpose of accessing and using the Services. Client shall have no right to use the Paycom

Technology for any purpose other than accessing and using the Services. Except for the rights expressly granted above, the Agreement does not transfer from Paycom to Client any rights to the Paycom Technology (or Paycom’s licensor’s technology), and all right, title and ownership interest in and to any Paycom Technology shall remain solely with Paycom. Client shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or any other intellectual property and/or proprietary information from any of the Paycom Technology. Client acknowledges and agrees that Paycom’s trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks, and slogans are the sole and exclusive property of Paycom. Client is not authorized to and shall not use, nor shall Client in any manner cause others to use, any of Paycom’s trademarks, tradenames, service marks, logos, other names and/or marks, and/or related product and service names, design marks, and/or slogans in any advertising, any publicity, any forum, any social media, or in any other manner, without the prior written consent of Paycom.

Unless otherwise required by law or regulation, Client agrees that neither Client nor its then-current representatives (including its then-current members, managers, officers, and/or personnel) shall make any public statements or cause or encourage others to make, or allow to remain available for viewing, any public statement regarding Paycom, its business practices, its officers, its directors, its products, its Services, and/or its employees. Client acknowledges and agrees that this prohibition extends to statements made to the public generally and/or any grouping of individuals, including but not limited to, the news media, the internet, social media platforms, investors, potential investors, industry associations, industry conferences, industry publications, and/or seminars. Client understands and agrees that this Section is a material provision of this Agreement and that any breach of this Section shall be a material breach of this Agreement, and that Paycom would be irreparably harmed by violation of this Section. The prohibition on non-private statements contained herein does not apply to internal communications entirely among Client’s own personnel relating to Paycom, Paycom’s products, Paycom’s Services or Client’s experiences with Paycom’s personnel, products or Services.

5. Paycom’s Indemnity Obligation. Subject to the terms and conditions of the Agreement, including the limitations of liability, monetary caps, and exclusion of certain types of damages provided for herein, Paycom shall indemnify and hold Client and its affiliates, and their respective employees and agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys’ fees) brought by any third party and arising out of or related to Paycom’s or Paycom’s employees’ gross negligence or willful misconduct.



6. Reliance on Client's Information; Responsibility for Amended Returns; Exclusions; Instructions; Concurrent Actions. Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in the Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information provided by Client or if applicable, a third party providing information regarding Client.

Paycom may, in its sole discretion, assist Client with any notices it receives from any Federal, State or Local governmental and/or quasi-governmental authorities (collectively "Taxing Authorities"). Client agrees Paycom may, on Client's behalf, submit a request to the Taxing Authorities for abatement of any such notice, which may include a request to use Client's first time penalty abatement. In the event there is an erroneous payroll tax return filing that was erroneous due to the sole fault of Paycom, then, during the term of this Agreement, Paycom shall assist Client, at no further cost or expense to Client, with amending or refile the erroneous tax filing with Taxing Authorities. For amendments and refilings made by Paycom on Client's behalf, Paycom shall pay any penalties and/or interest to any Taxing Authorities as a result of untimely or incorrect payroll tax filings but only to the extent the penalties and interest were solely caused by Paycom. Notwithstanding anything to the contrary herein, Paycom shall not be required to amend or refile any payroll tax return or payroll tax filing on behalf of Client in the event Client ceases its use of Paycom's payroll processing Services or appoints another service provider as its taxing-authority power of attorney. In such an instance, any amendment or refiled payroll tax returns or adjustments shall be handled by Client or Client's new provider at Client's expense. Paycom is not responsible for settling any disputes between Client and Client's employees, or Client and any Taxing Authorities, or Client and any other regulatory bodies. Notwithstanding anything to the contrary herein, unless such liability was caused entirely by the fault of Paycom, Paycom is not responsible to Client for any claims asserted by Client's employees against Client that relate to any duty or obligation an employer may owe to an employee.

In the event Client instructs and directs Paycom to not prepare or file on its behalf Client's IRS 1095-B, 1095-C, 1094-B, and 1094-C forms; or those IRS forms' subsequent substitutes or functional equivalents, as indicated in the Agreement, Client agrees that Paycom shall not be responsible for any liabilities arising as a result of Paycom's acts or omissions in furtherance of those instructions, including but not limited to any IRS penalties associated with, to the extent Client is required to do so, Client's failure to file IRS 1095-B, 1095-C, 1094-B, and 1094-C. In the event Client instructs and directs Paycom to not

prepare or file on its behalf Client's IRS 1095-B, 1095-C, 1094-B, and 1094-C forms; or those IRS forms' subsequent substitutes or functional equivalents, as indicated in the Agreement, Client hereby releases Paycom from any and all claims, causes of action or demands, whether sounding in contract or tort, arising out of Paycom's or Client's failure to file IRS 1095-B, 1095-C, 1094-B, and 1094-C forms, including without limitation, any penalties or interest resulting therefrom.

In instances when Client provides instructions to Paycom, Client shall provide specific and particular instructions with regards to each applicable Service component. Generalized statements by Client to Paycom without explicit particularized instructions or particularized direction shall not constitute valid 'instructions' pursuant to this Agreement. To the extent the Paycom Technology does not have the functionality to accommodate or address Client's instruction or issue, Paycom's exclusive obligation to the Client shall be to inform the Client that such functionality is not currently available with the Paycom Technology.

Notwithstanding anything to the contrary in this Agreement, the following shall not constitute Paycom's negligence, breach, or wrongdoing, whether independently or alleged as a contributing or concurrent cause: (a) Paycom's failure to detect or failure to prevent any fraud of Client's employees or agents; (b) Paycom's reliance on data provided by Client to Paycom that contains inaccuracies or errors; and/or (c) Paycom's acts or omissions in furtherance of Client's instructions.

7. Client's Registration Obligations. Client is solely responsible for being properly registered with all applicable Taxing Authorities and for obtaining and maintaining valid tax identification numbers and/or account numbers with applicable Taxing Authorities. Client shall timely provide Paycom with all account numbers issued by Taxing Authorities to Client, whether active or inactive. If Client is not properly registered with the appropriate taxing authorities, Paycom shall register them through Paycom's tax registration services for an additional fee.

8. Term and Termination. The Agreement shall continue in full force and effect until terminated by either Party. Unless otherwise specifically agreed upon in writing, Paycom and Client each shall have the right for any reason or no reason at all to terminate the Agreement upon providing the other Party with thirty (30) calendar days' prior written or electronic notice of termination. In addition to the preceding termination rights, Paycom shall have the right to immediately terminate the Agreement in the event: (i) Client materially breaches its obligations to Paycom; (ii) Client fails to pay or remit any sums or fees related to the Services within two (2) business days after the due date of any sums or fees; (iii) Client discontinues its use of Paycom's payroll processing services for one or more pay periods; (iv) Client asserts, files or threatens any bankruptcy or Client asserts, files or threatens adverse action against Paycom;



(v) Client fails to timely remit to Paycom the funds required to perform the Services more than one time in any twelve-month period; (vi) any one of Client's affiliated client code entities is in default of its obligations to Paycom; (vii) a secured creditor of Client, governmental authority, or judgment creditor of Client asserts a claim of right to Client's funds; (viii) Client's failure to comply with NACHA rules, as set forth in Section 9 herein; or (ix) Paycom's depository or financial institutions notify Paycom that Paycom may no longer service the Client due to Client's creditworthiness, Client's business reputation or the nature of Client's business activities.

Notwithstanding anything to the contrary in this Agreement, upon termination of the Agreement in whole or in part (and after expiration of any applicable notice periods), Paycom shall have no further obligation whatsoever to perform any of the obligations set forth in the Agreement, or, to the extent such termination was partial, Paycom shall have no further obligation to perform the obligations of the applicable service component that has been terminated, including but not limited to any obligation to perform any act on Client's behalf with respect to governmental authorities or payroll tax filings, whether relating to future time periods, current time periods, or prior time periods. Further, upon termination of Services relating to payroll processing, Client will immediately become responsible for all payroll tax deposits and payroll tax filings (including amendments and refilings) then and thereafter due and for all related penalties and interest, and whereupon Paycom shall promptly return to Client any excess monies in Paycom's possession (if any) that are not reasonably subject to potential reversal, return, setoff or recoupment. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired.

During any time period in which Client is in default of its obligations to Paycom, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, pending Client's compliance with the Agreement or pending termination of the Agreement.

Client shall be required to pay an additional fee for any post termination access to the Website Account.

During any time period in which a demand is made upon Paycom by Client's lender(s), Client's judgment creditor(s), a secured party of Client, or Client's financial institution(s) seeking turnover of any of Client's funds, Paycom shall have the right to suspend the provision of its Services to Client, in whole or in part, and may additionally require any or all of the following actions: (i) a written waiver and/or release from such persons relating to it's/their demands (and, if applicable, confirmation

that such release has been submitted to the appropriate persons or recording systems), (ii) the termination of this Agreement, or (iii) the interpleader of disputed funds into escrow.

In the event Client terminates its payroll processing Services with Paycom or does not exclusively utilize Paycom for payroll processing Services, then all Services performed by Paycom shall be terminable at Paycom's option. Further, Client's use of Beti®, including check approvals, is a required component of payroll processing Services. Accordingly, Client's failure to utilize Beti® shall be deemed a termination of payroll processing Services by Client.

**9. NACHA Compliance; Fedwire Requests.** The Services provided by Paycom may be subject to the operating rules of the National Automated Clearinghouse Association ("NACHA"). Paycom and Client each agree to comply with the NACHA rules applicable to it with respect to the Services. Information pertaining to NACHA rules and guidelines can be found at [www.nacha.org](http://www.nacha.org). Pursuant to the NACHA Rules, Client agrees and authorizes the following (terms not otherwise defined in this paragraph shall have the meaning given in the NACHA operating rules): (1) for Paycom to originate entries on behalf of the Client to Receivers' accounts; (2) to be bound by NACHA rules; (3) to not originate any entries or transactions that violate the laws of the United States; (4) to allow Paycom to originate entries or transactions related to payroll amounts, tax liabilities, human capital management service fees, charges, and other fees and charges related to the Services (collectively "Services' Amounts"); (5) the right of Paycom to terminate or suspend this Agreement for breach of these rules; and (6) to allow Paycom to audit Client's compliance with this Agreement and these rules. Client hereby authorizes Client's banks and Paycom's banks (collectively, "Bank Representatives") to transfer funds from Client's account at Client's bank to the accounts of Paycom for Services' Amounts. Client represents and warrants that this authorization has been duly approved by its Board of Directors, Members, Managers or other governing persons and continues in full force and effect. The Bank Representatives may issue payment orders in the name of the Client against the accounts of Client's bank, subject to Client's bank's acceptance. Payment orders issued on behalf of Client pursuant to this Agreement may be issued by Fedwire Request for Credit Transfer (1031) or electronic entries in accordance with the rules of NACHA, on the days and times and in the formats prescribed by Client's Bank. Client's bank shall debit Client's account for the amount of each payment order issued pursuant to this Agreement on the date such order is executed by Client's bank. Client's instructions to Paycom and Client's use of Paycom's Services shall not violate the NACHA rules or the laws of the United States. Neither Paycom nor any Originating Bank shall be liable to Client for any damages arising from any decision to refrain from or delay originating debit/credit entries with respect to Services' Amounts: (1) due to Client's creditworthiness or



Client's business activities; (2) after reasonable efforts to verify such entries have failed; or (3) because Paycom has not timely received funds from Client.

10. No Professional Advice. Notwithstanding anything to the contrary herein, the Services provided by Paycom expressly do not include the rendering of legal, tax, accounting, or investment advice to Client or Client's employees. The federal government, tribal governments, state governments or localities each may impose specific obligations pertaining to employee wage requirements, employee wage statements, overtime computation parameters, meal credit parameters, industry requirements, paystubs, employer-employee disclosures or other matters; and it remains Client's exclusive obligation to comply with applicable laws, rules, and regulations pertaining to Client and/or its employees. Additionally, Client shall adopt its own effective internal controls concerning its payroll. The Services should not, will not, and cannot be relied upon to detect or disclose errors, fraud or illegal acts of Client or Client's employees, subcontractors, or agents. Paycom is not and shall not act as an agent of Client for receipt of service of legal process. Paycom shall have no obligation to accept, receive or forward Client's legal process, including summons, subpoenas, complaints, injunctions, or other legal process. Upon Paycom's request, Client shall reimburse Paycom for any reasonable expenses resulting from Paycom responding to any subpoenas, including but not limited to responses to subpoenas that occur after the termination of this Agreement.

11. Required Manner of Notices From Client. Paycom maintains a secure website ("Website Account") through which Client may access information and through which Client shall request transactions electronically. Client's use of the Website Account is required. Except as may otherwise be expressly permitted in a Schedule, all notices required to be provided to Paycom shall be made in specific accordance with these General Terms and Conditions and/or through data entry on the Website Account, including but not limited to Client's data entry of payrolls, new employees, contact information for employees, employee classification, overtime computation parameters, and all other information permitted to be entered through the Website Account. Paycom shall not be required to rely upon or use any information provided by the Client to Paycom unless the information has been provided to Paycom in the manner expressly provided for herein.

12. Client's Indemnity Obligation. Notwithstanding anything to the contrary herein, Client understands that all Services rendered by Paycom are based upon the information furnished by the Client. Client shall indemnify, defend, and hold Paycom and its affiliates, and their respective employees and agents harmless from any and all liabilities, demands, actions, claims, judgments, losses, damages, and costs (including reasonable attorneys' fees) arising out of or related to the following or any combination of the following: (i) Client's breach of any obligation,

representation, or warranty under the Agreement; (ii) Client's actual or alleged violation of any applicable local, state, or federal law, rule, or regulation; (iii) any failure on the Client's part to fund any payment obligation of Client; (iv) any debit or reversal of funds transfers to or from Client's employees or others that results in a Paycom funds shortfall with respect to Client's account with Paycom; (v) any breach of Client's Security Information (as defined in Section 16); (vi) Client's negligence or willful misconduct; (vii) Paycom's acts or omissions in furtherance of Client's instructions; (viii) the use of inaccurate information provided by the Client; and (ix) any issue concerning Paycom's provision of the Data Services (as defined in Section 19), including, without limitation: 1) that any person or Client (including its officers, employees, personnel, any entity related to or performing services on behalf of Client, or any Client contractor) was permitted unauthorized access to Client's data; 2) that any confidential information transmitted was lost, disclosed, or breached; 3) that any confidential information of others was disclosed to unauthorized persons; or 4) that Client's or third parties' protocols failed to comply with applicable local, state, or federal law, rule, or regulation.

### 13. Client Representations and Warranties.

#### 13.1. Client represents and warrants that:

- (i) Client shall not use the Services for any illegal purpose, such as but not limited to, terrorism or money laundering, or otherwise cause a transaction that will require the filing of a Suspicious Activity Report pursuant to the rules and regulations issued by the Financial Crimes Enforcement Network.
- (ii) Client, including any of its beneficial owners or any applicable affiliated entities, does not and shall not appear on any terrorism watch list, OFAC list, or similar list maintained by the U.S. Government.
- (iii) Client, including any of its beneficial owners or any applicable affiliated entities, is not involved in a business or industry that violates federal law, including, but not limited to the Controlled Substances Act, the Bank Secrecy Act, and The Anti-Money Laundering Act of 2020.
- (iv) Client shall comply with all applicable laws, rules, and regulations, and shall not violate the laws of the United States.
- (v) Client is solely responsible, with regard to any transfer of personal information to Paycom, for the legality and the means by which Paycom accessed or acquired such personal information, including when required by applicable law, rule, or regulation, obtaining consent for the collection, transfer and/or use of such information.
- (vi) Client shall not upload any documents, information, or materials that are not related to any Paycom computer system, to the Paycom Technology through the Website Account, to or through the Data Services (as defined in Section 19), or in any other manner.



(vii) Client's use of the Services is for a commercial purpose and specifically not for any personal, family, or household purpose.

(viii) Client shall not transmit individual health information to Paycom. Notwithstanding anything to the contrary herein, the Agreement does not anticipate transmittal of or otherwise apply to individual health information that is protected under any privacy and/or security regulations implemented by the Department of Health and Human Services pursuant to its authority under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH"), or the like.

(ix) Client shall implement reasonable technical and organizational measures to protect Client's data and Paycom's system against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access.

(x) Client shall immediately notify Paycom if it or its affiliates have filed bankruptcy or if a bankruptcy filing is imminent.

13.2. Client further represents and warrants Client shall not store or publish through the Services any material, or otherwise engage in any conduct, that:

(i) violates, infringes, or misappropriates the rights of others, including without limitation, any patent, trademark, trade secret, copyright, publicity right, or other proprietary rights;

(ii) involves uploading, posting, emailing, transmitting, or otherwise making available Client data that Client does not have the right to make available under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements, etc.);

(iii) is unlawful, threatening, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, indecent, or obscene;

(iv) victimizes, harasses, "stalks", degrades, attacks, or intimidates an individual or group of individuals on any basis, including but not limited to race, color, religion, gender, age, national origin, disability, gender identify or expression, sexual orientation, and veteran or marital status;

(v) harms or exploits minors in any way;

(vi) impersonates any person, business, or entity (including but not limited to a Paycom official), or in any way falsely states or misrepresents Client's affiliation with a person or entity;

(vii) involves forging headers or otherwise manipulating identifiers in order to disguise the origin of any Client data transmitted or shared through the Services;

(viii) contains viruses or any other computer code, file, or program that interrupts, impairs, destroys, or limits the functionality of any computer software or hardware or

telecommunications equipment, or otherwise permits the unauthorized use of a computer or computer network;

(ix) disrupts other clients' use of the Website Account;

(x) instigates or encourages others to commit illegal activities, cause injury to any person, or cause damage to any property;

(xi) encourages conduct that would constitute a criminal offense or that gives rise to civil liability; or

(xii) violates this Agreement or any other terms of use, rules, or policies applicable to the Services.

14. Fees and Charges. In consideration for the Services provided to Client, Paycom shall charge Client and Client agrees to pay Paycom's fees and charges. Paycom's fees and charges shall be consistent with the final written pricing proposal and other written or electronic notices provided to Client. Paycom's pricing structure and pricing to Client is confidential and shall be treated by Client as confidential, and not shared with third parties. Paycom's 'fees' include the rates, quantities and sums Paycom directly requires of Client for Paycom's provision of the Services to Client. Paycom's 'charges' include delivery costs, third party costs, banking fees, and other sums due from Client that are related to and incident to the Services. Client agrees to pay, at regular intervals, Paycom's applicable fees and charges for the Services. In the event Client chooses to group its billing together with affiliated client code entities (together, a "Multiple Client Code"), Client and each of Client's affiliated client code entities of the Multiple Client Code will be billed for all products available to the Multiple Client Code. Client and/or Client's affiliated client code entities may be charged an additional fee if any such entity utilizes the Website Account for employees that are not paid on regularly scheduled payrolls processed via the Website Account. Paycom's pricing may be amended from time to time upon prior written or electronic notice to the Client. In the event Client does not consent to Paycom's revised pricing, Client shall have the right to terminate the Agreement by providing Paycom with written notice of termination within fifteen days of Paycom's first communication to Client of the pricing change. As additional consideration for Paycom's provision of Services to Client, Client assigns to Paycom or Paycom's financial institutions or depositories any benefits derived on the funds maintained in Paycom's client accounts (i.e. any interest or investment income on funds deposited into and held in Paycom's accounts). All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal (unless specified otherwise). Client is responsible for applicable taxes in addition to the fees and charges outlined in the proposal. Applicable taxes may vary by jurisdiction.

15. Payment. To facilitate the payment of the fees, charges, or other amounts due or payable to Paycom under the Agreement, Client will provide Paycom with access to a Client bank account and will notify Paycom of the demand deposit account number and transit routing number for the account. Client irrevocably consents to Paycom's use of Paycom's Client account information



and Website Account access for purposes of electronically drawing funds from Client's bank account in accordance with Client's obligations set forth in the Agreement. Client hereby authorizes Paycom to process wires, drawdown wires, and/or ACH debits or credits in connection with the monies (including Paycom's compensation and fees, as well as other charges) applicable to the Agreement. Paycom's fees and charges for any and all Services provided by Paycom may be debited and/or charged at various intervals, including intervals consistent with and together with Paycom's payroll processing for Client.

16. Access Restrictions. Maintaining the confidentiality of Client's client code, user name, password, access keys, and/or other account access information (collectively "Security Information") is the sole responsibility of Client. A person with knowledge of Client's Security Information will be able to access Client's account and initiate transactions and funds transfers on behalf of Client. If an unauthorized person obtains access to Client's Security Information and initiates transactions, Paycom cannot protect Client from the result of any such transactions. Client agrees that Paycom may fully rely upon any and all instructions and directions provided using the Client's Security Information. Client agrees:

16.1. Client will not disclose its Security Information to anyone not authorized to request transactions on Client's behalf;

16.2. Client will undertake its own commercially reasonable security measures to prevent the disclosure and/or unauthorized use of its Security Information;

16.3. Client shall, at regular intervals, follow the procedures within the Website Account interface to update and/or revise its Security Information;

16.4. Client may modify its Security Information as many times as Client deems appropriate. If Client suspects that someone has access to Client's Security Information, Client shall immediately make revisions to its Security Information; immediately review all recent and pending transactions, and immediately notify Paycom of its suspicions concerning a potential breach of Client's Security Information.

16.5. Neither Paycom, nor its agents or affiliates shall be liable for any loss, claim, or circumstance in connection with instructions given by Client or anyone else using Client's Security Information. Paycom shall have the absolute right to rely upon all instructions given to Paycom using Client's Security Information.

17. Security Features. Paycom employs various security features to enhance security and limit access to the Website Account. Client is responsible for adopting its own effective internal controls concerning its payroll, funds, security, and use of the Website Account. Paycom's Services should not be relied upon to detect or disclose errors, fraud, or illegal acts of Client's employees or third parties, however Paycom's security features

may assist Client in mitigating its risks concerning such matters. To the extent Client elects to disable or discontinue the use of certain security features offered by Paycom (including email notifications, IP address verification, masking informational fields, or other features), Client assumes full responsibility arising out of Client's non-use or disabling of any such security feature(s). Paycom disclaims any and all responsibility arising from Client's disabling or non-use of any Paycom security feature. Client does hereby release and forever discharge Paycom from any and all demands, claims, and liabilities of whatever kind or nature, either in law or equity, whether known or unknown, which arise or may hereafter arise from Client's disabling or non-use of any Paycom security feature. Client has the option of reactivating any disabled feature at any time.

18. Internet Access. The Website Account will be accessible from the internet. Client shall be responsible for accessing the internet to utilize the Services and access the Website Account. Paycom does not warrant and shall not be responsible for the cost and maintenance of any telephone, cable internet provider, cellular network, wireless local area network, wireless tower, application distribution system, or other communication circuits required for dutiful transmission and system access. In addition, Client is solely responsible for determining whether or not Client is required to reimburse its employees for their employees' use of their own devices to access the Website Account and Services. Data files are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of Paycom and are maintained by the applicable communications companies. If these communication circuits are not functional for any reason, the data files may not accurately or completely reach Paycom's facilities or equipment. Paycom is not responsible for or in control of the continued operations or functioning of these communication circuits nor the reliability of the data files being received over them. Client shall not hold Paycom responsible in any way for any losses of any kind whatsoever resulting from the failure of any communication circuits or internet service provider to fully and properly perform, whether the failure of the communications are caused by any provider, whether Client's provider, Paycom's provider, Client's user's providers, Client's employee-user's providers, or any other provider. In the event of interruption of access to the Website Account, Paycom's sole obligation and liability shall be to restore access to the Website Account as soon as reasonably possible. Paycom makes no other warranties, express or implied, with respect to the subject Services or the Website Account and/or the availability of the Website Account.

19. Data Services. As a part of providing Paycom's application program interface ("API") and secure file transfer protocol ("SFTP") or Custom File Converter services (collectively, "Data Services"), Paycom may generate, create, and/or facilitate the creation of certain reports; allow access by Client and/or third parties to certain Website Account and third party data feeds;



create or connect Client and/or third party data feeds to the Website Account; create data feed protocols to convert and facilitate the communication of data between Client's and/or third parties' systems and the Website Account; setup and automate scheduled data feed imports and transmissions; and import and transmit data. Certain Data Services (for example, API services and SFTP services) may require the use of an access key to gain access to Client data. These access keys are the sole property of Paycom and may be revoked at Paycom's discretion without notice to Client if Client violates any of the terms herein or Paycom has reason to suspect the access keys have been misused or compromised. The number of API calls or SFTP requests Client is permitted to make may be limited by Paycom as necessary to best provide quality of response. Client is permitted to use the API or SFTP interface to access Client data maintained on the Website Account and to interface with other systems in Client's organization as necessary in the ordinary course of business. Client may work with third parties only as necessary to facilitate Client's API usage, so long as such third parties are subject to the obligations imposed on Client herein. Client shall not:

- (i) use the access keys, or any of the Data Services or Paycom Technology to attempt to gain access to other data on Paycom's system, or for any other purpose not expressly authorized herein;
- (ii) resell applications or services that require the Data Services;
- (iii) sell, transfer, or sublicense access to the Website Account Paycom Technology, or the Data Services;
- (iv) commercialize (sell, rent, trade or lease) the content provided via the Website Account, Paycom Technology, or the Data Services;
- (v) decompile, modify, reverse engineer, create derivative works, or otherwise alter the Website Account, Paycom Technology, or Data Services;
- (vi) distribute or publish links to the Website Account, Paycom Technology, or Data Services;
- (vii) use robots, spiders, scraping, or other technology to access or use the Website Account, Data Services, Paycom Technology, or any of Paycom's systems;
- (viii) access or attempt to access the account information of other users, or any other unauthorized information;
- (ix) use the Data Services in a manner that violates any applicable laws or regulations, including but not limited to those related to privacy and data protection;
- (x) use the Data Services interface in a manner that exceeds reasonable request volume or could be considered excessive or abusive usage; or
- (xi) distribute or publish automation documentation, including but not limited to, API and SFTP documentation, file import formats, or file export formats (the "Documentation") to third parties.

Paycom does not, by allowing Client to use or access the Website Account, Paycom Technology, and Data Services, transfer any rights or ownership in the Website Account, Data Services, Documentation, source code, Paycom Technology, or Paycom

intellectual property. The Website Account, Paycom Technology, and Data Services are and shall at all times remain the property of Paycom and Paycom alone. Paycom may update the structure of the classes, functions, reports, or data provided by the Website Account, Paycom Technology, and Data Services. Paycom may also update the associated Documentation or Paycom Technology and/or the permitted uses of the Services at any time and without notice to Client. Client acknowledges and accepts that the provision of these Data Services may result in Client's data being stored, transmitted, accessible, and handled in a manner that does not conform to the data security protocols described herein. Paycom makes no warranty or representation as to the sufficiency or adequacy of such nonconforming protocols. Client and such applicable third parties shall be exclusively responsible for adopting their own effective controls concerning access to Client's data. Client acknowledges and accepts all risks and liabilities arising from the nonconforming protocols. Client is responsible and liable for all damages caused by the nonconforming protocols. Notwithstanding anything to the contrary in the Agreement, to the extent Paycom is determined to be liable for any monetary damages arising from the Data Services, Client's remedies for all damages, losses, liabilities, demands, and causes of action, whether in contract, tort, including negligence or otherwise, shall not exceed Fifty Dollars (\$50), regardless of Client's actual losses, liabilities, or injuries. As to the Data Services, the immediately preceding sentence supersedes the other limitation of liability aggregate cap provisions in this Agreement. Paycom is not an insurer against Client's risks. Client acknowledges the fees Client is actually paying for the Services is commensurate with the specific limitations of liability provided herein. To the extent the Client desires Paycom to assume a greater liability or responsibility than as set forth herein, then, an additional fee must be first quoted to Client and paid by Client before such greater responsibility shall apply to Paycom.

20. Implementation. All setup fees, conversion fees, and training fees paid by Client are non-refundable, in whole or in part. In addition to any other setup fees paid by Client, in the event of an implementation delay due solely to the fault of Client that ultimately results in a failure to utilize new or additional Services on the agreed upon check date for the initial use of the applicable Services, Client shall pay an additional fee which shall be no greater than an amount commensurate with Client's initial setup, conversion and training fees. As a condition of Paycom agreeing to accept Client's credit card as an approved form of payment for the Services, Client agrees that any dispute that Client may raise with respect to the Services must be addressed directly between Client and Paycom. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement. Client agrees to cooperate in good faith, and take all commercially reasonable steps to make available all information necessary for Paycom to



implement and provide the Services. Client hereby consents to Paycom taking any steps Paycom deems necessary to obtain such information, including accessing and downloading information related to the Services.

21. Client's Review. To the extent Paycom regularly mails or couriers checks, paystubs, and/or reports to Client, upon Client's receipt of checks, paystubs, and/or reports from Paycom, Client shall promptly examine such checks, paystubs, and reports for each applicable pay period or reporting period and shall notify Paycom of any discrepancies between such documents and Client's own records, or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than thirty (30) calendar days after Client's receipt of said documents. Client acknowledges and agrees that delivery fees and check stuffing fees don't always involve delivery of a physical check, paystub and/or report to Client. To the extent checks, paystubs, or reports are not regularly mailed or couriered but instead are regularly available for review through the Website Account, then Client shall regularly review and examine said documents for each applicable pay period and shall notify Paycom of any discrepancies between such documents and Client's own records or any errors, omissions, or miscalculations in said documents as soon as reasonably possible, but in no event later than thirty (30) calendar days after said documents become available on the Website Account. Client shall promptly examine all notices received from taxing authorities and governmental entities and promptly report its receipt of any such notices to Paycom. To the extent Client receives any refunds or payments from any taxing authorities or governmental entities that were not otherwise expected and that relate in any way to the Services, Client shall promptly report its receipt of such refunds or payments to Paycom and shall not deposit any such refund check until it has first advised Paycom of its receipt of said check and discussed such refund or payment with Paycom. Client agrees that it will not independently file or amend any tax returns relating to the Services during the term of the Agreement. Paycom is not liable for any penalties and interest Client may incur as a result of Client depositing or cashing a refund or payment it should not have deposited or cashed. Client shall be solely responsible for all liabilities, judgments, losses, damages, and costs (including reasonable attorneys' fees) that result from or could have been avoided had Client timely reviewed its documents and timely advised Paycom or any other Parties of any such notices, payments, funds, refunds, errors, omissions, miscalculations, or discrepancies.

22. Confidentiality. Each Party will take all of the following measures to protect all Confidential Information:

22.1. Hold all Confidential Information (as defined herein at Section 22.10) in the strictest of confidence;

22.2. Safeguard Confidential Information with the same degree of care to avoid unauthorized disclosure as it uses to protect its own information of a similar nature, but in any event, no less than reasonable care, which necessarily includes the care required by applicable law;

22.3. Not disclose Confidential Information to any of its own employees, agents, contractors, or representatives ("Representatives"), except to those of its Representatives who have signed written confidentiality agreements at least as restrictive and protective as the obligations set forth herein;

22.4. Not use (or assist or permit its Representatives to use) any of the Confidential Information for any purpose other than: (i) in connection with the performance of its obligations under the Agreement; and/or (ii) in connection with the defense or prosecution of any claim relating to the subject Services. In the event of such use in connection with defense or prosecution of a third party claim, the Party seeking to disclose Confidential Information shall, reasonably in advance, advise the other Party of its intended use of such information and shall not object to the intervention or request for protection of such information in connection with such third party claim or proceeding.

22.5. Except as otherwise provided for in Section 13(viii), each Party will maintain all information subject to applicable law in accordance with standards required by applicable law, even beyond the term of the Agreement.

22.6. The following conditions will apply to Representatives:

- (i) Representatives that will have access to Confidential Information shall be informed of the confidential nature of such information.
- (ii) Each Party will impose on its Representatives, as a binding obligation, confidentiality and non-disclosure obligations consistent with the Agreement.

22.7. The restrictions in this Section shall not apply to any information to the extent that it: is or comes within the public domain other than through a breach of this Section 22; or is in a Party's possession (with full right to disclose) before receipt from the other; or is lawfully received from a third party (with full right to disclose); or is independently developed without access to or use of the Confidential Information; or is required to be disclosed by law or by a court of competent jurisdiction provided that, unless prohibited by law from doing so, the Party required to disclose such information agrees to give prior written or electronic notice of such disclosure and to take reasonable and lawful actions available to it to avoid and/or minimize the extent of such disclosure.

22.8. In furtherance of Paycom complying with Paycom's compliance policies and programs, applicable laws, court order, or legal requirements, Paycom may disclose Confidential Information to governmental authorities and/or Paycom's financial institutions.



22.9. Either Party may seek injunctive relief for any actual or reasonably anticipated disclosure by the other, including preliminary and permanent injunctive relief, regardless of whether monetary damages caused by the breach can be determined or proved.

22.10. The term “Confidential Information” shall mean all information one Party hereto acquires from the other Party hereto relating to the Services, whether developed by the disclosing Party or by others and whether patented or patentable, including, without limitation, Personal Data (as defined in Section 23), trade secrets, unpublished patent applications, designs, processes, disaster recovery plans, audit reports, information technology structure and hardware, studies and notes containing or reflecting such information, business plans and strategies, financial information, pricing information, specifications, devices, and all information one Party hereto acquires or observes in connection with the Services, regardless of whether such information is designated as Confidential Information at the time of its disclosure.

23. Data Security. To ensure the security of Client’s electronic nonpublic personal information (“Personal Data”), except as it pertains to Section 19, Paycom shall:

23.1 implement reasonable technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access, in particular, where the processing involves the transmission of data over a network, and against all other unlawful forms of processing;

23.2 encrypt Personal Data while in transport over the internet and, when data is not in transport, store such data on storage that is encrypted;

23.3 upon a complete investigation and validation, promptly notify Client of any facts known to Paycom concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data by any current or former employee, contractor or agent of Paycom, or any intrusion into Paycom’s system caused by Paycom’s failure. In the event of such accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage, or destruction of Personal Data Paycom shall reasonably cooperate with Client as required by applicable law to: (i) limit the unauthorized disclosure or use, (ii) seek the return of any Personal Data and (iii) assist in providing notice;

23.4 upon termination or expiration of the Agreement for whatever reason, Paycom shall maintain the confidentiality and data security obligations set forth herein while Paycom retains any Personal Data.

23.5 In addition to the foregoing, Paycom is not and shall not be Client’s official record keeper. Accordingly, Client shall

keep copies of all information and Personal Data it deems necessary.

24. Exclusions to Limitations of Liability. Notwithstanding anything to the contrary in the Agreement, including notwithstanding the paragraph entitled “LIMITATIONS OF LIABILITY” in the PHCMSA, neither Party excludes nor limits its liability to the other for any of the following (and nothing in the Agreement shall be construed as excluding or limiting such liability):

24.1. for personal injury or death resulting from its negligence or that of its employees, agents, or subcontractors;

24.2. for any matter which it would be illegal for that Party to limit its liability;

24.3. for a Party’s actual fraud, defamation, or trade libel;

24.4. for a breach of: Section 12 (Client’s Indemnity Obligation) and/or Section 13 (Client Representations and Warranties);

24.5. for a Party’s fee(s) and/or charges due and owing for Services provided to the other Party;

24.6. for Client’s failure to remit funds and/or satisfy any of its Services funding obligations; and

24.7. for, after Client remits all applicable tax monies to Paycom and after Client complies with the Agreement in all material respects, Paycom breaches its obligations in this Agreement and fails to promptly pay and remit said tax monies to applicable Taxing Authorities on Client’s behalf.

24.8. for, after Client remits all applicable direct deposit and other funds to Paycom and after Client complies with the Agreement in all other material respects, Paycom breaches its obligation in this Agreement to promptly pay and remit said funds to Client’s specified persons on Client’s behalf.

25. Feedback; Improvement; Assignment. In the event Client, or any third party on behalf of Client submits any suggestions, ideas, criticisms, enhancement requests, feedback, recommendations, or other information or ideas regarding the Services, Paycom’s products or the Paycom Technology (hereinafter referred to as “Feedback”), Client agrees that such Feedback is gratuitous, without restriction and will not place Paycom under any fiduciary or other obligation. Paycom shall be free to disclose such Feedback on a non-confidential basis to anyone. Moreover, Client assigns to Paycom all right, title and interest in any Feedback that relates to the Services, Website Account or Paycom Technology.

26. Recording. Each Party hereby consents that such other Party may, without further notice or further notification, electronically monitor or record the telephone conversations between the parties’ respective representatives in connection with the parties’ business dealings. Each Party agrees that it shall have an



expectation that all telephone calls made or received by either Party to the other Party are being electronically monitored or recorded by the other Party for the other Party's business purposes and/or business records retention purposes. Each Party hereby notifies the other Party that it regularly and consistently monitors or records the telephone conversations of the other Party's representatives, and that the monitoring or recording of such telephone conversations is likely to occur at any time and without further notice. It is further agreed that the monitoring or recording activities of such parties' representatives shall constitute permissible monitoring or recording pursuant to this Agreement. To the extent a Party seeks to, in the future, withdraw and revoke the consent to such monitoring and recording activities provided for in this Agreement, then in order for such revocation to be effective said Party must send a written or electronic notice to the other Party pursuant to the notice provisions of this Agreement, and any such written or electronic notice shall not be effective until at least thirty (30) days after the receiving Party receives such notice.

27. Signatory Authority; Third-Party Arrangements. To the extent the undersigned signatory is acting on behalf of a third party with respect to servicing that third party's payroll and other service needs, the undersigned signatory hereby warrants and represents to Paycom that the signatory has been appointed as the third party's duly authorized agent and has all the requisite authority to bind said third party to the obligations of the Agreement and hereby does bind said third party to each of the obligations of the Agreement. Additionally, any third party that accesses or views Client's Website Account shall be required to enter into separate agreements with Paycom governing such use. Client shall promptly provide Paycom a list of any such third parties as well as information concerning the extent of such access, disclosure or use by such third party. Client shall be exclusively responsible for all issues arising out of any Client-selected third party's access, viewing, or use of Client's Website Account.

28. Interest, Setoff, Recoupment; Interpleader and Remedies. In addition to any other rights, fees or charges provided for herein, if any amount is not paid to Paycom within five calendar days of its due date, Client shall be additionally liable for interest on said unpaid amount(s) at an interest rate of 1½% per month or the highest rate allowed by applicable law, whichever is less, from the due date until paid in full. In the event Client is in default of its payment obligations to Paycom, then Paycom shall have the right to offset and/or apply any of Client's funds being held by Paycom to any outstanding obligation of Client owing to Paycom. Notwithstanding anything to the contrary in this Agreement or any written report or communication among the parties, the specific timing or amounts of any ACH, wire or debit from Client's account shall in no way bind Paycom nor shall it have any bearing on how Paycom applies and/or allocates said funds among the Client's employee direct deposits, Paycom fees,

payroll tax payments and/or other sums. In the event any monies credited or debited by Paycom and/or in Paycom's possession are subject to potential reversal, return, setoff or recoupment, then Paycom shall have the right to hold said funds during the time period of potential reversal, return, setoff or recoupment and thereafter shall promptly return all remaining funds to Client after the applicable time period has expired. Notwithstanding anything to the contrary herein, Paycom shall not be in breach of this Agreement in the event Paycom fails to remit Client funds due to: (i) garnishment or other legal process served upon Paycom concerning Client or Client's funds; (ii) a secured creditor or other person's assertion of legal process, assertion of a lien, or assertion of a claim of right to or against Client's funds; or (iii) a government entity's assertion of legal process, assertion of a lien, or assertion of a claim of right to or against Client's funds; (iv); a bankruptcy filing by Client. In any of the aforementioned instances, Paycom may suspend or withhold payment and interplead or otherwise seek relief concerning the subject funds with an applicable Court or tribunal.

29. Force Majeure. Neither Party shall be liable for delays in performance which are caused by natural disasters, strikes, war, terrorism, epidemics, pandemics, governmental shutdown orders or restrictions, utility outages, communication outages, or any other circumstances which could not have been reasonably foreseen and avoided by commercially reasonable action, or are beyond the reasonable control of such Party, except that this provision shall not excuse the failure of Client to timely meet all of its funding requirements to Paycom (including its funding, payment, and cash requirements) for any applicable Service performed by Paycom for Client. If applicable, either Party shall be excused from performance under the Agreement for the duration of the effects of such circumstances.

30. Direct Deposit Authorization Forms. Before any of Client's employees are setup for utilization of ACH direct deposit, Client shall require that each such employee sign a "Direct Deposit Authorization and Agreement" form, which authorizes Paycom to make transfers to and from the employee's account using the ACH system and which, in certain instances, authorizes Paycom to withdraw funds or reverse fund transfers from Employee's account. For each such Client employee, Client shall maintain such signed forms in Client's possession for a period of at least one year after the last payroll is processed by Paycom for said employee. Client shall provide all such signed forms to Paycom within five (5) days of Paycom's request. In the event that any of Client's employees refuse to sign a "Direct Deposit Authorization and Agreement" form, Client shall not allow said employee(s) to utilize direct deposit. Client further agrees to cooperate with Paycom and/or any other parties to recover funds credited in error to an employee as a result of an error in processing.



31. Waiver. The failure by Client or Paycom to insist upon strict performance of the Agreement shall not constitute a waiver of that provision with respect to demands for future performance.

32. Severability. Each section, subsection and lesser section of the Agreement constitutes a separate and distinct undertaking, covenant or provision hereof. In the event that any provision of the Agreement shall be determined to be invalid or unenforceable, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable, and, in the event such a limiting construction is impossible, such invalid or unenforceable provision shall be deemed severed from the Agreement, but every other provision of the Agreement shall remain in full force and effect.

33. Independent Contractors; Limitations. The Agreement establishes an independent contractor relationship only, by which Paycom will perform the Services described in the Agreement. It is not intended as, and shall not be construed to establish a partnership, joint venture, employer/employee relationship, or master/servant relationship. Paycom shall only be required to assist the Client with its obligations and perform the specific Services provided for in the Agreement, and no others. It is agreed that Paycom is not an insurer and that the fees Paycom charges are based solely on the value of the services provided for herein and the terms of this Agreement. Notwithstanding anything to the contrary in the Agreement, to the extent Paycom is determined to be liable for any monetary damages, Client's remedies for all damages, losses, liabilities, demands, and causes of action, whether in contract, tort, including negligence or otherwise, shall not exceed the applicable aggregate cap and/or amounts specifically provided for in this Agreement, regardless of Client's actual losses, liabilities, or injuries. Paycom is not an insurer against Client's risks. Client acknowledges the fees Client is actually paying for the Services is commensurate with the specific limitation of liability's provided herein. Client and Paycom acknowledge and agree that Paycom is retained under the Agreement to assist Client with certain obligations of Client and that Paycom is not an employer of Client's employees, nor a fiduciary of Client or Client's employees. Paycom is merely providing certain specified services to assist Client. Paycom responsibilities include only the Services expressly set forth herein and shall not include any other services, unless agreed to in writing. Nothing contained in the Agreement shall be deemed to permit either Party to conduct business in the name of or on account of the other Party, or to act on behalf of or bind the other Party in any manner whatsoever, except for the taking of actions by Paycom on behalf of Client in the fulfillment of Paycom's specific obligations under the Agreement.

34. No Third-Party Beneficiaries; Limited Obligations. Nothing in the Agreement creates or will be deemed to create third party beneficiaries of or under the Agreement. BY VIRTUE OF THE

AGREEMENT, PAYCOM HAS NO OBLIGATIONS TO ANYONE OTHER THAN THE CLIENT ENTITY SIGNING THE AGREEMENT. BY VIRTUE OF THE AGREEMENT, PAYCOM HAS NO OBLIGATION TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, TAXING AUTHORITIES AND/OR CLIENT'S EMPLOYEES, INDEPENDENT CONTRACTORS, AND/OR CONSULTANTS). Notwithstanding anything to the contrary herein, Paycom has not assumed and does not assume the obligations of an 'employer' to Client's employees or any other person or entity. Notwithstanding anything to the contrary herein, Paycom has not assumed the obligations of and is not a 'responsible party' for tax purposes.

35. Assignment.

35.1. The Agreement shall not be assigned or delegated by Client (regardless of whether such assignment or delegation is in the form of an assignment, merger, consolidation, conversion, sale of all or a portion of assets, or otherwise), in whole or in part, without the prior written consent of Paycom.

35.2. The Agreement may be freely assigned or delegated by Paycom (regardless of whether such assignment or delegation is in the form of an assignment, merger, consolidation, conversion, sale of all or a portion of assets, or otherwise), in whole or in part, without the prior written consent of Client. Paycom will advise Client of such assignment, which may be made via email to the email address provided in Client's Website Account and shall be deemed received by Client upon Paycom's sending of such email. Client hereby waives any restrictions under applicable law with respect to the assignment. Upon the request of Paycom, Client agrees to promptly execute and deliver an acknowledgement of assignment in form and substance satisfactory to Paycom and such other documents and assurances as reasonably requested by Paycom or Paycom's assignee.

35.3. Subject to the foregoing, the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each Party and its respective successors and assigns.

36. Electronic Signature. Paycom and Client agree to conduct this transaction and, unless this consent is specifically revoked, subsequent transactions by electronic means and that an electronic signature of either Party or both Parties, including fax signature, PDF signature, scanned signature, typed-out signature, or other electronic means, shall have the same legally binding force and effect as an original signature. An executed copy of the Agreement may be delivered by one or more of the Parties by facsimile, email, or similar instantaneous electronic transmission device pursuant to which the signature of, or on behalf of, the Party can be seen, and such execution and delivery shall be considered valid, legally binding, and effective for all purposes.



37. Entire Agreement, Amendments, and Modifications. The Agreement represents the entire agreement between the Parties, and there are no inducements, representations, or warranties, or any other oral or other written agreements or understandings between the Parties affecting the Agreement, or related to the Services to be provided by Paycom or the obligations undertaken by Client or Paycom under the Agreement. Paycom may amend the Agreement at any time in its sole discretion, effective upon providing notice of the amended terms with an electronic notification to Client that such Agreement has or is being amended and is available for review by Client; and Client's continued use of Paycom's Services after an amendment's effective date constitutes Client's acceptance of such amendment. With respect to the Services, the Agreement supersedes all previous agreements and negotiations between the Parties. It is understood and agreed that no employee, officer, or director of Paycom has the authority to modify the Agreement orally.

38. Venue; Governing Law; Class Action Waiver; Waiver of Sovereign Immunity. All issues and questions concerning the construction, validity, enforcement, performance, and interpretation of the Agreement or arising from any business dealings by or among the Parties shall be governed by, and construed in accordance with, the laws of the State of Oklahoma. With respect to any claim arising out of the Agreement, each Party irrevocably submits to the exclusive jurisdiction and exclusive venue of the courts of the State of Oklahoma, or the United States District Court, located in Oklahoma County, Oklahoma.

Any legal proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. *No Party will seek to have any dispute with the other Party heard as a class action or heard within an already-pending class action proceeding, or in any other proceeding in which either Party or any litigant acts or proposes to act in a representative capacity. Any and all such rights to proceed on a class-wide basis are hereby waived. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings.* Neither party will avail itself to third-party practice procedures, nor file a third-party complaint, petition, cross-claim, or pleading against the other Party, that would have the result of commencing or initiating claims against the other Party in a court other than the courts provided for in the exclusive venue provisions set forth in this Section. *If any portion of this class action waiver is deemed invalid, illegal and/or unenforceable, then that portion will be severed with the remainder remaining in full force and effect.*

Client expressly waives any claim of sovereign immunity as to Client's business dealings with Paycom if applicable (i.e. Native American Nations). If either Party brings a legal action to enforce the Agreement, the prevailing Party in such action, as determined by the court, shall be entitled to recover reasonable attorneys' fees and litigation expenses as determined by the

court. Client and the undersigned individual each represent that the signatory to the Agreement is authorized to enter into such agreement on behalf of Client.

39. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PAYCOM AND THE CLIENT EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY ISSUE TRIABLE BY A JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT NOW OR HEREAFTER EXISTS WITH REGARD TO THE AGREEMENT OR THE PARTIES' BUSINESS DEALINGS, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY PAYCOM AND THE CLIENT AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY MAY OTHERWISE ACCRUE. PAYCOM AND THE CLIENT ARE HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY THE OTHER PARTY.

40. Use of SSNVS. Paycom may utilize the Social Security Number Verification Services ("SSNVS") to verify employee Social Security Numbers ("SSNs") and names solely to ensure that the records of current or former employees are correct for the purpose of completing Internal Revenue Service (IRS) Form W-2 (Wage and Tax Statement). SSA returns all names and SSNs submitted and indicates if an individual's name and SSN matches or does not match. If the individual's name and SSN does not match their records, SSA advises that their response (1) does not imply that you or your employee intentionally provided incorrect information about the employee's name or SSN, (2) does not make any statement about your employee's immigration status, and (3) is not a basis, in and of itself, to take any adverse action against the employee such as laying off, suspending, firing or discriminating against the employee. Furthermore, reliance on the verification information SSA provides to justify adverse action against a worker may violate State or Federal law. Please consult your legal counsel before doing so and/or before determining whether to opt-out of this additional feature. It is appropriate to use SSNVS only once an official employer-employee relationship has been established. The functions being performed by Paycom shall adhere to the proper use of SSNVS. Please be advised that this service is available at no cost from SSA and this service is not the product of a unique or exclusive arrangement between SSA and Paycom.





**Payroll and Human Capital Management Services Agreement**

This Payroll and Human Capital Management Services Agreement ("PHCMSA"), effective as of the Effective Date below, is by and between Paycom Payroll, LLC, a Delaware limited liability company whose corporate headquarters is located at 7501 W. Memorial Road, Oklahoma City, OK 73142, United States of America, and its applicable affiliates (hereinafter "Paycom") and the undersigned Client (hereinafter "Client").

Paycom and Client agree that this PHCMSA, the General Terms and Conditions ([www.paycom.com/agreements](http://www.paycom.com/agreements)), as may be amended from time to time as provided for therein (the "GTC"), and all of the applicable service component Schedules ([www.paycom.com/agreements](http://www.paycom.com/agreements)) ("Schedules") shall apply to all services provided by Paycom to Client except for certain standalone services governed by separate agreements. The GTC and the applicable Schedules are incorporated by reference herein as if fully set forth herein. All of Paycom's services provided to Client, but excluding the background screening services, shall be and are collectively referred to as the "Services." This PHCMSA, the GTC and the applicable service component Schedules shall be and are collectively referred to as the "Agreement."

Subject to the terms and conditions of the Agreement, Paycom agrees to perform and Client hereby engages and hires Paycom to perform on Client's behalf each of the Services indicated on proposal(s) acknowledged by Client and as more specifically described in this Agreement.

Subject to the terms and conditions of this Agreement, Paycom shall make available to Client each service component of the Services promptly after Client provides Paycom with the information and documents that Paycom requires to begin performing the subject Services.

Paycom's Services are based upon information and instructions provided by Client. Client is solely responsible for the accuracy and completeness of all information and instructions provided to Paycom. Notwithstanding anything to the contrary in this Agreement, Paycom shall not be liable or responsible for errors or omissions arising from Paycom's reliance upon Client's instructions or incorrect or incomplete information, designations, elections, or instructions provided by Client.

Notwithstanding anything to the contrary in this Agreement, the Services provided by Paycom expressly do not include the rendering of legal, tax, accounting, or investment advice to Client or Client's employees.

LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BUT EXCEPT AS TO THOSE MATTERS PROVIDED FOR IN SECTIONS 12 AND/OR 24 OF THE GENERAL TERMS AND CONDITIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO LOST ANTICIPATED SAVINGS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EXCEPT AS LIMITED FURTHER BY THE AGREEMENT AND EXCEPT FOR THE ITEMS DESCRIBED IN SECTIONS 24.1 THROUGH 24.8 OF THE GENERAL TERMS AND CONDITIONS, THE AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER FOR ANY OR ALL LOSSES OR INJURIES FROM ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT OR FROM ANY SERIES OF BREACHES ARISING OUT OF THE SAME ERROR, ACT, INCIDENT, OR OMISSION, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL UNDER NO CIRCUMSTANCES EXCEED AND SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY CLIENT TO PAYCOM UNDER THIS AGREEMENT DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE ALLEGED BREACH, OR SERIES OF BREACHES ARISING OUT OF THE SAME ERROR, ACT, INCIDENT, OR OMISSION, FOR THE SERVICE COMPONENT(S) WHICH IS/ARE THE SUBJECT OF THE ALLEGED BREACH.

All issues and questions concerning the construction, validity, enforcement, performance and interpretation of the Agreement, the parties' business dealings now or hereafter, and the parties' corresponding, contemporaneous and/or subsequent agreements shall be governed by, and construed in accordance with, the laws of the State of Oklahoma, United States of America. With respect to any claim arising out of the Agreement, the parties' business dealings and/or the parties' corresponding, contemporaneous and/or subsequent agreements, each party irrevocably submits to the exclusive jurisdiction and exclusive venue of the State or U.S. Federal courts located in Oklahoma County, Oklahoma, United States of America.

The PHCMSA, GTC and any applicable Schedule are intended to contain supplemental and complementary terms and conditions. In the event of a direct conflict between the terms of the PHCMSA, the GTC and any Schedule such conflict shall be resolved in the following order, from highest priority to lowest priority: (1) PHCMSA; (2) GTC; and (3) the applicable Schedule. Notwithstanding the foregoing sentence, any terms in such Schedule that are specific to the service provided in the Schedule, as distinguished from general contract terms, shall control over (1) and (2).

Client and the undersigned individual each represent that the signatory to this Agreement is authorized to enter into such agreement on behalf of Client. By signing below, Client agrees that it has (1) received the Agreement, (2) had an opportunity to read the Agreement and (3) agrees to be bound by the terms of the Agreement.

IN WITNESS WHEREOF, Paycom and Client have executed this Agreement to be effective \_\_\_\_\_ (the "Effective Date").

**AGREED AND ACCEPTED BY CLIENT:**

**PAYCOM PAYROLL, LLC d/b/a PAYCOM, for itself and its applicable affiliates:**

\_\_\_\_\_  
COMPANY LEGAL NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TYPE OR PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TYPE OR PRINT NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Reporting Agent  
TITLE

Business tax identification number (FEIN in USA): \_\_\_\_\_



Proposal Prepared for Valued Partner - Aveson Charter School  
 Proposal #120-158.67-10.76-1568.01-227669-558143  
 Frequency: SEMI-MONTHLY / Number of Checks/Vouchers: 120



Created on 01/18/2024. Valid For 30 Days.

Client Signature
Printed Name

Title
Date

Human Capital Management Solution

Solution	Base	Per Check	Per Payroll Fee
Background Screening			Per Use Fee
Single Application HCM System			Included
Dedicated Paycom Specialist			Included
Analytics Dashboard			Included
Beti			Included
- Approve My Check			Included
- Payroll Automation			Included
- Payroll Dashboard			Included
Applicant Tracking			Included
Drug Testing			Per Use Fee
New Hire Reporting			Included
Employee Self Service			Included
- AskHere			Included
- Manager on-the-Go			Included
Documents and Checklists			Included
- Self-Onboarding			Included
Time and Attendance			Included
GeoFencing			Included
Scheduling			Included
Time Off Accrual Tracking			Included
Time-Off Requests			Included
- Gone			Included
Payroll Processing			Included
- Check Vouchers			Included
- Federal Electronic Tax Depositing (941,940)			Included
- Deposit and File State Tax Deposits			Included
- Deposit and File SUTA (State Unemployment)			Included
- Quarterly Federal/State Deposit Statements			Included
- Quarterly 941s Signed and Filed			Included
- Jurisdiction Filing (6.00 USD per additional Jurisdiction)	Jurisdictions: 1		\$ -
- Position Seat Management			Included
- Direct Data Exchange			Included
- Employment Predictor			Included
- Organizational Chart			Included
- My Analytics/Executive Dashboard			Included
- Tax Registration Service			Per Use Fee
Payroll Gross to Net			Included
General Ledger Concierge			Included
Advanced Report Center			Included
Workers Comp Tracking			Included
401(k) Standard Report			Included
Tax Credits			Included

All monetary values in this document are in (USD)



Proposal Prepared for Valued Partner - Aveson Charter School  
 Proposal #120-158.67-10.76-1568.01-227669-558143  
 Frequency: SEMI-MONTHLY / Number of Checks/Vouchers: 120



Benefits Administration				Included
Benefits-to-Carrier				Included
Enhanced Affordable Care Act				Included
Government & Compliance				Included
Personnel Action Forms				Included
- Performance Discussions				Included
Vault				Included
<b>Total (USD)</b>	<b>120</b>	<b>\$158.67</b>	<b>\$10.76</b>	<b>\$1,449.87</b>

Pay-Per-Use				
Solution	Quantity	Base	Per Check	Per Payroll Fee
Direct Deposits	0	\$8.55	\$0.30	\$ -
<b>Total (USD)</b>				<b>\$0.00</b>

Hardware			
Solution	Option	Quantity	Per Payroll Fee
Android Clock with Fingerprint Reader	Lease Per Month	2	Included
<b>Total Hardware Per Payroll Fee (USD)</b>			<b>\$118.14</b>

**Grand Total Per Payroll (USD) \$1,568.01**

One-Time Conversion, Set-Up and Training				
Solution	Option	Quantity	Per Unit Charge	Fee
Client Conversion	Included			\$3,763.22
Training	Included			Included
Android Clock with Fingerprint Reader	Security Deposit	2	\$899.00	\$1,798.00
<b>Total Initial Investment (USD)</b>				<b>\$5,561.22</b>

Carrier Feeds		
Solution	Option	Per Unit Charge
Carrier Feeds	Included	\$650.00 per Plan Type to be billed upon completion

Annually			
Solution	Option		Annual Fee
940 Filed	Included		Included
2024 W-3 Transmittal	Included		\$75.00
2024 Employee/Employer W-2s	Included	Per W-2	\$6.95
2024 ACA Form 1094 (B or C)	Included		\$75.00
2024 ACA Form 1095 (B or C)	Included	Per 1095 Form	\$6.95

All Pricing is subject to change with written or electronic notice. Client acknowledges and agrees that delivery fees and check stuffing fees do not always involve delivery of a physical check, paystub, and/or report to Client. Additional processing fees may apply.

All applicable taxes, including but not limited to sales or service taxes, are not included in the above proposal(unless specified otherwise). Client is responsible for applicable taxes in addition to the fees outlined in the proposal. Applicable taxes may vary by jurisdiction.

*All monetary values in this document are in (USD)*





Proposal Summary for Valued Partner - Aveson Charter School

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Company Summary					
Company Name	# of Checks/ Vouchers	Base/Per Check	Per Payroll Fee	Total Initial Investment	Annual Estimate
Aveson Charter School	120	\$158.67/\$10.76	\$1,568.01	\$5,561.22	\$37,632.24
Total (USD)	120		\$1,568.01	\$5,561.22	\$37,632.24

Frequency Summary				
Company Name	Frequency	# of Checks/Vouchers	Per Payroll Fee	Annual Estimate
Aveson Charter School	Semi-Monthly	120	\$1,568.01	\$37,632.24
Total (USD)		120	\$1,568.01	\$37,632.24

*All monetary values in this document are in (USD)*



**Invoice**

1/19/24  
Aveson Charter School  
1919 Pinecrest Drive  
Altadena, CA 91001

**Implementation Invoice**

Client	Office	Sales Representative
Aveson Charter School	Pasadena	Bailey Jones

Type	Price
Implementation Initial Investment	\$3,763.22
Time Clock Security Deposits (2)	\$1,798.00
Total Due Now	\$5,561.22