



Method Schools Corporation

BOARD PACK

for

Method Schools- Board of Directors Regular Meeting

Tuesday, October 7, 2025

7:00 PM (PDT)

Held at:

Method HQ

27232 Via Industria, Temecula, CA 92590

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AGENDA



METHOD SCHOOLS- BOARD OF DIRECTORS REGULAR MEETING

Name:	Method Schools Corporation
Date:	Tuesday, October 7, 2025
Time:	7:00 PM to 8:00 PM (PDT)
Location:	Method HQ, 27232 Via Industria, Temecula, CA 92590
Board Members:	Carolyn Andrews, Gloria Vargas, Shannon Clark, Steven Dorsey, Tyler Roberts
Attendees:	Mark Holley, Pete Getz, Sarah Avanesian, Sarah Delawder, Stefanie Bryant, Tracy Robertson, Jessica Spallino, Jade Fernandez
Apologies:	Yvette Serratos

1. Call to Order

1.1 Roll Call

1.2 Public Comment on Closed Session Item(s)

2. Closed Session

2.1 Student Discipline

For Decision

3. Open Session

3.1 Report Out from Closed Session (if any action taken)

4. Management Reports

4.1 CEO Report

4.2 CBO Report

Supporting Documents:

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5. Major Decisions and Discussions

5.1 Operational MOU

For Decision

Supporting Documents:

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5.2 Site Acquisition & Cost-Sharing Agreement

For Decision

Supporting Documents:

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5.3 Scout Contract

For Decision

Supporting Documents:

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5.4 Canvas Contract

For Decision

Supporting Documents:

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5.5 Board Stipend Increase

For Decision

Supporting Documents:

5.5.a	Resolution to Increase Board of Director Monthly Stipend.pdf	76
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6. Consent Items

6.1 Confirm Minutes

For Noting

Supporting Documents:

6.1.a	Minutes : Board of Directors Regular Meeting - 8 Sept 2025	77
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7. Close Meeting

7.1 Close the meeting

Next meeting: Method Schools Board of Directors Regular Meeting - Dec 9, 2025, 6:00 PM



The Future of SmartFox

Brief History of SmartFox

- We began building SmartFox in February 2017 because there was no SIS that met our needs. Shortly after we began building an LMS and courseware.
- Students and teachers lauded SmartFox as flexible, customizable, and easy to use.
- SmartFox has been instrumental in student academic growth.
- Over its lifetime, SmartFox has provided more than \$9 million in net savings for Method. We owe much of our long-term financial security to SmartFox.



We're at a crossroads. Reporting requirements continually change, others products have improved, and security has become a full-time job. All of these factors have led to a slower and less reliable system. One that doesn't meet our standards.

Because we're required to spend at least 80% of our total revenues on instruction and related services, it's impossible to allocate the funds needed to maintain SmartFox in its current form, let alone expand.

The Pivot

To address the issue, we're making a deliberate pivot, and it'll be the biggest change in our instructional arsenal in 8 years. But we're confident these are the right moves:

1. Purchase an SIS and LMS that meets our current and projected future needs. Modern, scalable, connectable software that can complement what we've built and will build.
2. Systems that are seamless for educators and students. Where the focus is on teaching and learning, not reporting errors and workarounds.
3. Continue to develop SmartFox courseware to be housed on Canvas LMS.

The New Method Teaching & Learning Stack



- **SIS:** Scout SIS is built specifically for California flex-based charters. It's simple, connectable, and works for site-based schools too, like MSA.
- **LMS:** Canvas. A proven LMS that will house and enhance SmartFox courses, ensuring the SmartFox experience continues for years to come. Oh...and it connects to Scout SIS :)
- **Courseware:** we're committed to SmartFox courseware. The courses are well-designed, the academic results are proven, and the cost savings are substantial. SmartFox courses aren't going away, they're just moving to Canvas. This move will unlock the true power of the Fox.

Budget

APPLICATION	NON-RECURRING	SHORT-TERM RECURRING	LONG-TERM RECURRING
Scout SIS	\$6,800	\$117,600	120,000
Canvas LMS ¹	\$223,860	\$77,020	\$80,000
SmartFox Course Development ²	\$0	\$250,000	\$100,000
Total	\$230,660	\$444,620	\$300,000

¹Implementation costs include \$170,000 for 1,000 hours of SmartFox course transfer into Canvas LMS

²Estimated

Board Action

Staff recommends that Board approves licensing purchases for Scout SIS and Canvas LMS for the remainder of 2025–26 (implementation) and 2026–27 (live).

Total outlay for board approval:

Scout SIS: \$124,400

Canvas LMS: \$300,880

MEMORANDUM OF UNDERSTANDING

(Dehesa School District / Method Summit Academy)

This Memorandum of Understanding (“MOU”) is entered into by and between the Dehesa School District (“District”) and Method Summit Academy, a public charter school operated by Method Schools Corporation (“Method Schools”), a California nonprofit public benefit corporation. The term “Charter School” as used in this MOU shall refer to both Method Summit Academy and Method Schools. The District and the Charter School are collectively referred to as “the Parties.”

RECITALS

- a. The District is a school district existing under the laws of the State of California.
- b. Method Schools is a California nonprofit public benefit corporation that operates Method Summit Academy, a public charter school existing under the laws of the State of California and under the authorization and oversight of the District. Method Schools shall be responsible for, and have all rights and benefits attributable to, the Charter School as further described in this MOU. Whenever this MOU obligates Method Summit Academy to a course of action or prohibits or limits Method Summit Academy from a course of action, Method Schools shall also be required to fulfill such obligation and be subject to such prohibition or limitation. No other corporations, organizations, or entities shall operate, administer, or participate in the governance of Method Summit Academy unless a material revision request has been submitted to, and approved by, the District’s Governing Board pursuant to the requirements of Education Code sections 47605 and 47607.
- c. The District’s Governing Board approved a petition to establish the Charter School for an initial term of five (5) years, commencing on July 1, 2025 and ending on June 30, 2030.
- d. This MOU is intended to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities, their legal relationships, the provision of special education and related services, the operation of the Charter School, and other matters of mutual interest.
- e. The Charter School shall be responsible at all times for operating the Charter School in conformity with the provisions of its currently-authorized charter (“Charter”), all laws and regulations applicable to charter schools, and this MOU.
- f. This MOU shall take effect upon the execution by the Parties and upon approval and ratification by the respective governing boards of the Parties. If any provision of this MOU is inconsistent with the Charter, the terms of this MOU shall control.

AGREEMENT

1. **Term.** The term of this MOU shall be coterminous with the term of the Charter School's Charter and shall be effective upon full execution by the Parties and upon approval or ratification of the Parties' respective governing boards, whichever is later, and shall remain in place until June 30, 2030 ("Term"), unless sooner terminated in accordance with the provisions included herein.
 - a. This MOU shall terminate if the District revokes or does not renew the Charter, or if the Charter School closes for any reason, after closure activities have been completed, except for those provisions surviving termination. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law.
2. **Amendment/Modification.** This MOU may be modified in writing at any time during the Term of this MOU by mutual agreement. Any modification to this MOU shall be in writing, executed by the duly authorized representatives of the Parties, approved or ratified by the Parties' respective governing boards, and specifically indicate the intent of the Parties to modify this Agreement. No oral or other agreements or understanding shall be effective to modify or alter the written terms of this MOU.
3. **Designated Representatives.**
 - a. The District's designated representative shall be the Superintendent or designee who shall have the authority to act on behalf of the District, except to the extent action by the District's Governing Board is legally required.
 - b. The Charter School's designated representative shall be its Principal or designee, who shall have the authority to act on behalf of the Charter School, except to the extent action by the Charter School's Board of Directors is required.
4. **Compliance with MOU.** To the extent that any of the provisions in the Charter, bylaws, conflict of interest code, other governance documents, or operating policies/procedures are inconsistent or conflict with this MOU, this MOU shall govern. This includes any prohibitions on members of the Board of Directors having a financial interest in contracts with the Charter School. Failure to comply with the material terms of this MOU may constitute a material violation of the conditions, standards, or procedures set forth in the Charter within the meaning of Education Code section 47607(f)(1) and be subject to the procedures set forth in Education Code sections 47607(g)-(h).
5. **Charter Renewal.**
 - a. **Timeline.** The Charter School shall act in a manner consistent with the intent of the law and collaboratively with the District to determine the timing of its renewal petition submission. The Charter School shall not submit its petition for

renewal more than sixty (60) days prior to the first scheduled District Board of Education meeting of the school year in which the Charter School's charter expires. Renewal petitions submitted prior to July 15 of the year in which the charter expires may be considered for a thirty (30) day extension by both parties, consistent with the terms of Education Code Section 47605(b).

- b. Use of Data. Consistent with the intent of Education Code Section 47607(c)(6) and the publishing of renewal performance tiers by the California Department of Education ("CDE"), the Charter School must submit its petition for renewal with the most current data available. If the Charter School submits a renewal petition before the release of the California School Dashboard for the most recently-completed school year prior to expiration of the Charter School's Charter are expected to present the most current verified data available, following publisher guidelines, with the renewal petition. To the extent verified data is no longer used to evaluate renewal eligibility under the Education Code when the Charter School submits its renewal petition, the Charter School shall comply with the data submission requirements under the Education Code and its implementing regulations under Title 5 of the California Code of Regulations, as applicable, that are in effect at that time.
- c. Submission. Transmitting electronic copies of the petition or materials to the District, or delivering hard copy materials at the District offices with a certification that the petitioner deems the petition to be complete, shall constitute submission to and receipt by the governing board of the District consistent with Education Code Section 47605(b). The District may, but shall not be obligated to, notify the Charter School of its submission of an incomplete renewal petition or delay the review process so that the Charter School may provide additional information. Should the District deem the renewal petition incomplete and the Charter School wishes to update it, the Charter School will need to rescind its submission in writing and resubmit the renewal petition, thereby restarting the timeline.
 - i. The Parties recognize that renewal of the Charter for subsequent terms will require consideration of academic performance and other criteria set forth in Education Code sections 47607, 47607.2, and 47605.
 - ii. If the Charter School intends to apply for a renewal of its Charter, it must submit its petition in accordance with Education Code sections 47605, 47607, and 47607.2.

6. Material Revisions to Charter.

- a. Changes to the Charter School's Charter deemed by the District Superintendent or designee to be a material revision may not be made or implemented by the Charter School without prior approval from the District Board. Changes to the

Charter that the District considers to be a material revision include, but are not limited to, the following:

- i. Substantial changes to the educational program (including the addition or deletion of an educational program)
- ii. Changing to, or adding a, nonclassroom-based program.
- iii. Changes in student enrollment that represent an increase from the enrollment originally projected in the Charter by more than twenty percent (20%) of the total projected enrollment in any given year.
- iv. Addition of grades or grade levels to be served.
- v. The addition of a new site or facility. Changes to the location of existing Charter School facilities necessitates a material revision due to the corresponding impacts on student enrollment/demographics, staffing, and finances.
- vi. Changes in admission preferences that may result in more exclusive selection of students.
- vii. Changes in governance structure, including, but not limited to, a change in the name of the Charter School, the number of Board members authorized in the Bylaws, the method by which Board members are selected, compliance with conflict of interest laws applicable to charter schools, or other substantive provisions.

7. **Oversight Fees.** Pursuant to Education Code section 47613, the District may charge for the actual costs of supervisory oversight in an amount not to exceed one percent (1%) of the revenue of the Charter School (hereinafter, the "Oversight Fee"). "Revenue" for purposes of this calculation will be determined by total LCFF allocation at P-2. The Charter School shall be invoiced and pay the Oversight Fee annually within sixty (60) days of receipt of the invoice from the District. Should the law concerning the maximum amount a school district may charge for supervisory oversight change following the Effective Date of this MOU, the Parties agree that the applicable law then in effect shall supersede this provision.
8. **Supervisory Oversight.** The District provides supervisory oversight in the areas of education program, fiscal program, and governance. The District will provide direction annually on what steps it will take to conduct oversight and what it will request of the Charter School. The District will provide regular reporting on oversight to the District Board. Supervisory oversight shall include, but is not limited to, the following:

- a. Review and revision of this MOU and any subsequent agreements to clarify or interpret the Charter, material revisions to the Charter, and the nature of the relationship between Charter School and the District.
- b. All activities related to charter revocation and renewal processes as described in the Education Code.
- c. All activities related to monitoring the performance and compliance of the Charter School with the terms of the Charter, related agreements, and all applicable laws.
- d. Identification of at least one staff member as a contact person for the Charter School.
- e. Visits to the Charter School at least annually.
 - i. The District will conduct at least one site visit annually to assess the Charter School's governance and organizational management, educational program and student performance, fiscal practices/internal controls, and fulfillment of the terms of the Charter. To the extent reasonable, the District will provide the Charter School with at least 48 hours of notice. The District may also make unannounced visits to the Charter School consistent with Education Code section 47604.3.
 - ii. The site visits may include, but are not limited to, review/audit of records maintained by the Charter School; interviews with Charter School administration, staff, parents/guardians, and members of the Board of Directors; inspection of facilities; and observation of student instruction, including voluntary and non-disruptive teacher and/or student discussion or interaction. The oversight and site visit evaluations each year will be considered by District staff in any renewal recommendation made at the end of the term of the Charter. Any deficiencies will be promptly reviewed with the Charter School's administration and its Board of Directors, as appropriate. The Charter School shall fully address and remedy any identified deficiencies to the District's satisfaction, provided that the identified deficiency relates to an obligation or duty under the Charter, MOU, or applicable legal authority.
- f. Ensuring that the Charter School submits the required and requested reports and documents.
- g. Monitoring the fiscal condition of the Charter School.
- h. Providing timely notification to the CDE in the event the Charter is renewed, revoked, and/or the Charter School ceases operation for any reason.

- i. Monitoring of teacher credentials and assignments.
9. **Responding to Inquiries and Requests for Information.** The Charter School agrees to promptly respond to all reasonable inquiries of the District, including inquiries regarding its financial records. The District may require the Charter School to provide records/information related to the District's oversight obligations and a detailed explanation of such records/information. The District will be reasonable in the timing, scope, and substance of its requests, and the Charter School agrees to provide all records and information in the form and at the reasonable times specified by the District.
10. **Legal Relationship.**
- a. The Parties recognize that the Charter School is a separate legal entity that operates under the supervisory oversight of the District. The Charter School is operated by a nonprofit public benefit corporation. The Charter School shall maintain its status in good standing and in accordance with its corporate bylaws and Charter.
 - b. The Charter School shall be wholly and independently responsible for the Charter School's operations and shall manage its operations efficiently and economically as described in the Charter and in its annual budget. If the District, including its Board, complies with its supervisory oversight duties under Education Code sections 47604.32, it shall not be liable for the debts or obligations of the Charter School, for claims arising from the debts or obligations of the Charter School, or for claims arising from the performance of acts, errors, or omissions by the Charter School pursuant to Education Code section 47604(d). The Charter School will not in any case attempt to avoid a debt, liability, or obligation, or otherwise shift any debt, liability, or obligation to the District.
 - c. The Charter School shall not have authority to enter into a contract that would bind the District or extend the credit of the District to any third person or party. The Charter School shall clearly indicate to vendors and other persons and entities with which or with whom the Charter School enters into a contract or agreement, that the obligations of the Charter School under that contract or agreement are solely the responsibility of the Charter School, and not the responsibility of the District.
 - d. **Indemnification.** The Charter School shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, including its Board members, officers, directors, employees, attorneys, agents, representatives, volunteers, successors and assigns (collectively, the "Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered

against the Indemnified Parties that may be asserted or claimed by any person, firm, or entity arising out of, or in connection with, the Charter School's performance under this MOU or its Charter, the condition or use of its facilities, or any acts, errors, negligence, omissions or intentional acts by the Charter School, its Board of Directors, administrators, employees, agents, representatives, volunteers, successors, or assigns. This indemnity and hold harmless provision shall exclude claims, demands, actions, suits, losses, liability expenses, attorneys' fees, and costs caused by any intentional acts of the District, including its officers, directors, or employees. This indemnification clause shall survive termination of this Agreement.

- e. Complaints. Any formal, written complaints or concerns sent by governmental entities, including, without limitation, complaints filed with the Office for Civil Rights, the United States Equal Employment Opportunity Commission, or the California Department of Fair Employment and Housing, received by the Charter School about any aspect of the operation of the Charter School shall be sent to the District in a timely manner and without delay. The District may request that the Charter School inform the District of how such concerns or complaints are being or were addressed. In the event of such a request, the Charter School agrees to provide such information as it is legally able to disclose, and the District shall treat such information with the same level of confidentiality that it would treat comparable information regarding other such concerns or complaints that the District receives regarding non-Charter School students or employees in the District. The Charter School shall handle its own uniform complaints pursuant to a Uniform Complaint Procedure adopted in accordance with Title 5 of the California Code of Regulations, sections 4600 *et seq.*

11. Compliance with Laws.

- a. The Charter School will comply with all applicable state and federal laws, including, without limitation, Education Code section 47604.1, the Ralph M. Brown Act (Gov. Code §§ 54950 *et seq.*) ("Brown Act"), the California Public Records Act (Gov Code §§ 7920.000 *et seq.*), and Government Code sections 1090, *et seq.*, as each are made applicable to charter schools in Education Code section 47604.1.
- b. The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Educational Rights and Privacy Act of 1974 ("FERPA"; 20 U.S.C.A. § 1232g, 34 CFR part 99), all applicable state and federal laws and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Education Act of 1965 (20 U.S.C.A. §§ 6301 *et seq.*), as reauthorized and amended by the Every Student Succeeds Act, and agrees to take appropriate

remedial action if notified by the District, San Diego County Office of Education, California Department of Education, or other federal or state administrative agencies charged with enforcement of these laws of a violation of any of the foregoing.

- c. To the extent necessary to discharge its reasonable supervisorial oversight activities, the Charter School hereby designates the employees of the District as having a legitimate educational interest such that they are entitled, upon request, to access the Charter School's education records under FERPA and related state laws regarding student records. At a minimum, such records include emergency contact information, health and immunization data, attendance summaries, and academic performance data from all statewide student assessments pursuant to Education Code sections 60600 *et seq.*

12. **Business and Administrative Services.**

- a. If the Charter School purchases business or administrative services of any kind from a third party other than the District, including, but not limited to, payroll, accounting and budgeting, attendance accounting, fiscal reporting, contracts management, or purchasing, the Charter School shall promptly respond to all reasonable inquiries from the District related to the District's oversight obligations regarding information and/or records that the Charter School maintains or has access to concerning its contractual relationship with the third party, any services rendered by the third party to the Charter School, or any other matter related to the District's oversight of the Charter School.
- b. The Charter School shall provide the District with a copy of any business or administrative services agreements with a vendor that either individually or collectively exceeds \$200,000.

13. **Management Contracts.**

- a. The Charter School shall provide the District with a copy of any and all contracts that the Charter School (including Method Schools) has entered into with any third party to operate or manage the Charter School. "Operate or manage" shall have the same meaning as the functions identified in Education Code section 47604(b)(2)(A)(i)-(v).
- b. Prior to entering into a new or revised management contract with a third party, the Charter School shall provide the following information to the District:
 - i. A draft of the proposed contract.
 - ii. A description of the third party's roles and responsibilities for the operation and/or management of the Charter School.

- iii. A list of any other charter schools managed by the third party.
 - iv. A list of, and background on, the third party's leadership team/administration and members serving on the board of directors.
 - v. A letter of assurance from the third party that it has established conflict of interest policies and that none of the leadership team/administration or board of directors of either the third party or the Charter School have conflicts of interest. The letter of assurance shall also confirm that the third party will comply with all requirements under Education Code section 47604.1, including the Brown Act, the Public Records Act, and conflict of interest rules, to the extent required by Education Code sections 47604 and 47604.1.
- c. The District shall review and the Superintendent or designee must provide written approval of, any contracts of the type described in this section prior to the Charter School entering into the contract with the third party, which approval shall not be unreasonably withheld; provided, however, that if such contract constitutes a material revision to the Charter, as determined by the Superintendent or designee, advance approval by the District's Board shall be required.

14. **State Funding and Accountability Requirements/Financial Reporting.**

- a. The Charter School shall be funded in accordance with the Local Control Funding Formula ("LCFF"). The Charter School will receive base funding and may receive supplemental and concentration grants. The Charter School will be responsible for providing the CDE with all data required for funding and will comply with all laws and regulations as developed by the Legislature and the State Board of Education ("SBE"). All information provided by the Charter School shall be truthful and accurate.
- b. The Charter School shall ensure that all LCFF funds are spent in accordance with the requirements of the law.
- c. The Charter School shall comply with the fiscal reporting requirements set forth in **Exhibit A** to this MOU, which is attached hereto and incorporated herein by reference. To the extent that the Charter School is required to submit records or information to the District, the San Diego County Office of Education, or the State of California in order to confirm funding, those records must be prepared by the Charter School in a format acceptable to the recipient. If there is any disagreement regarding the format of records to be submitted to the District, the Parties shall consult in good faith on an acceptable format.

- d. The Charter School is required to develop, adopt, and annually update a Local Control and Accountability Plan ("LCAP") using a template adopted by the SBE.
- e. The Charter School shall comply with the requirements of Education Code section 47606.5 in developing the LCAP, including, but not limited to, the following:
 - i. Consultation with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP and annual update.
 - ii. Present a report on the annual update to the LCAP and the LCFF budget overview for parents on or before February 28 of each year as part of a non-consent item at a regularly-scheduled meeting of the Charter School's Board of Directors.
 - (1) The report shall include the following:
 - (a) All available mid-year outcome data related to metrics identified in the current year's LCAP.
 - (b) All available mid-year expenditure and implementation data on all actions identified in the current year's LCAP.
 - iii. Hold at least one (1) public hearing to solicit recommendations and comments from members of the public regarding the specific actions and expenditures proposed to be included in the LCAP or annual update. The agenda for the public hearing shall be posted at least 72 hours before the public hearing, and the LCAP and annual update shall be made available for public inspection at each site operated by the Charter School.
 - iv. On or before July 1 of each year, hold a public hearing to adopt the LCAP or annual update.
 - v. Follow the procedures for the adoption of the LCAP when adopting any revisions to the LCAP or annual update during the period that it is in effect.
 - vi. Submit the LCAP or annual update to the District and San Diego County Superintendent of Schools.
 - vii. Prominently post the LCAP and annual update (including any updates, revisions, or addenda) on the home page of the Charter School's website.
- f. The Charter School shall comply with all accountability measures, including the LCAP evaluation rubrics as may be revised by the SBE from time to time.

- g. The Charter School has elected to receive funding from the State directly pursuant to Education Code section 47651. The Charter School shall receive funding from new or “one-time” funding sources available to schools or school districts provided by the State of California to the extent that the Charter School and its students generate such entitlements. The District will cooperate with the Charter School, as necessary, to procure such additional funds.
- h. The District shall transfer funding in lieu of property taxes to the Charter School in the time frame required by Education Code section 47635 and shall provide supporting documentation, if requested, that is reasonably sufficient for the Charter School to verify the accuracy of the payment amount. The District and the Charter School shall cooperate in good faith to rectify in a timely manner any dispute over the calculation of payments made by the District. The Charter School agrees that all revenue obtained from the District shall only be used in compliance with the approved Charter, this MOU, any authorized amendments, and applicable law.
- i. The Charter School agrees to comply with all applicable laws and regulations related to the receipt and expenditure of funds. The Charter School agrees that all revenue allocated to the Charter School by any federal, state, or local agency shall only be used to provide educational services and support for school-age children enrolled in and attending the Charter School, consistent with the terms of its Charter, and shall not be used for purposes inconsistent with the approved Charter, this MOU, or any District-authorized amendments to the Charter or this MOU. Educational services and support shall not include fee-based preschool services, after-school programs, or childcare services.
- j. The Charter School shall notify the District in writing before it incurs a debt or sells receivables in an amount greater than one hundred thousand dollars (\$100,000). The written notification shall set forth the amount of the debt, factoring, or sale of receivables, the lender, the general terms of the agreement, the need for the loan, factoring, or sale of receivables, the plan for repayment if a loan, and a cash flow schedule. All loans, factoring, and sales of receivables shall be authorized in advance by the Charter School’s Board of Directors and shall be the sole responsibility of the Charter School. Upon request, the Charter School shall provide all information requested by the District regarding any such loan, factoring, or sale of receivables, including, as appropriate, a revised budget reflecting the income and expense of the loan, factoring, or financing. The Charter School agrees that all loans, factoring, or accounts receivable financing shall be the sole responsibility of the Charter School, and the District shall have no obligation for repayment.
- k. All loans issued or distributed by the Charter School to any other person or entity, irrespective of the amount, shall be authorized in advance by the Charter

School's Board of Directors and shall remain the sole responsibility of the Charter School. The Charter School shall notify the District, in writing, no more than ten (10) calendar days prior to providing loan funding to any entity or person. The advance written notice to the District shall include the amount of the loan, a description of the terms of the loan and the plan for repayment, and a cash flow schedule. Upon request, the Charter School shall provide information regarding any such loan to a requesting agency pursuant to Education Code section 47604.3.

- I. **Fiscal Reporting Timelines.** The Charter School shall annually prepare and submit the following reports to the District and the San Diego County Office of Education in the format dictated by the San Diego County Office of Education for charter schools in the County.
 - i. On or before July 1, an adopted budget, including budget assumptions and cash flow projections.
 - ii. On or before July 1, an LCAP or annual update to the LCAP, whichever is applicable.
 - iii. On or before September 15, a final unaudited actuals report for the full prior year.
 - iv. On or before December 15, an interim financial report reflecting changes from July 1 through October 31 (including budget assumptions and cash flow projections)
 - v. On or before December 15, an independent financial audit report.
 - vi. On or before March 15, a second interim financial report reflecting changes from July 1 through January 31 (including budget assumptions and cash flow projections).
- m. **Cash Flow.** Absent any agreement otherwise, the District shall not advance any funds to the Charter School. In addition, the District shall not act or provide a line of credit for the Charter School.
- n. Should Method Summit Academy, separate from Method Schools, cease to exist (by revocation or nonrenewal of its Charter or by voluntary closure), and upon a final audit and the payment of, or provision for payment of, all debts and liabilities of Method Summit Academy, any public funds held by or for Method Summit Academy, and any assets of Method Summit Academy purchased with public funds shall be maintained by Method Schools.

15. **Governance and Organizational Management.**

- a. Posting of Information. At all times it is operational, the Charter School will have the following information posted on its website (or a link to the same) and will update the posting within thirty (30) days whenever the following information changes:
 - i. Phone numbers and email addresses for the Charter School's principal contacts, including all senior administrative staff.
 - ii. Method Schools' articles of incorporation and bylaws.
 - iii. Roster of current Board of Directors members and a means of contacting the Board.
 - iv. The annual calendar of Board of Directors meetings, including a description of how parents/guardians and community members will be notified of the meetings and will have an opportunity to participate.
 - v. Board of Directors meeting agendas and agenda attachments (i.e., backup documentation). The current agenda shall be retrievable, downloadable, indexable, and electronically searchable, and shall comply with the electronic format requirements of Government Code section 54954.2(a)(2).
 - vi. Meeting minutes shall be posted within thirty (30) days after their approval by the Board of Directors.
 - vii. Adopted Board policies and procedures, including the Charter School's conflict of interest code.
 - viii. Parent/student handbook and employee handbook.
- b. Board Member Composition/Student Representation. The composition of the Board of Directors shall be in accordance with the number and membership requirements set out in the Charter and bylaws. The Charter School shall comply with the requirements of Education Code section 47604.2 concerning student representation on the Board, if applicable.
- c. Board Meetings. The Board of Directors shall conduct public meetings at such intervals as are necessary, and not less than once per quarter, to ensure that the Board is providing sufficient direction to the Charter School through implementation of effective policies and procedures. The Board of Directors meetings will be conducted in accordance with Education Code section 47604.1(c) and the Brown Act.
- d. Ethics Training. The Charter School will provide ethics training to its members of the Board of Directors (as required by AB 2158 (2022)), and Brown Act training

for its officers, and other senior administrative staff who regularly attend Board of Directors meetings prior to the execution of any duties and on an annual basis. Upon request, the Charter School will provide the District with written verification or evidence that Brown Act training has been provided to the specified individuals.

- e. Board Policies. The Board of Directors shall adopt policies and procedures to guide the operation of the Charter School and which are required by applicable law. These policies and procedures shall include the following:
 - i. *Conflict of Interest.* The Charter School and its employees shall comply with a conflict of interest code which shall include provisions indicating the Charter School will adhere to the Political Reform Act and Government Code sections 1090 *et seq.* The Charter School will train the Board of Directors members and impacted Charter School employees regarding its conflict of interest code. Upon request, the Charter School will provide verification that all Board members and impacted Charter School employees have participated in conflict of interest training.
 - ii. *Internal Fiscal Controls.* The Charter School shall develop and maintain internal fiscal control policies and procedures governing all financial activities. As policies are revised from time to time, the Charter School shall transmit a copy of the revised/updated policies and procedures approved by the Charter School's Board of Directors to the District. Such policies and procedures are subject to review to verify that they are being implemented.
 - iii. *School Safety Plan.* The Charter School shall develop a school safety plan consistent with the requirements of Education Code section 32282(a)(2)(A)-(M), as well as subsection (N) if the Charter School serves students in any of grades 7-12, inclusive. The school safety plan shall be reviewed and updated by March 1 each year by the Charter School.
 - iv. *Campus Supervision and Safety.* Policies must include, but not be limited to, the supervision of students before and after school (including pick-up and drop-off) and while on campus, as well as a procedure for visitors to enter and leave the campus.
 - v. *Student Discipline.* Policies must include, but not be limited to, lists of the offenses for which students may (and must) be suspended or expelled, and the procedures for suspension or expulsion for disciplinary reasons or involuntary removal for any reason, including an explanation of how the Charter School will comply with federal and state constitutional procedural and substantive due process requirements that are consistent with the requirements of Education Code section 47605(c)(5)(J), 47606.2,

and 48901.1. These policies may be included within the parent/student handbook so long as the parent/student handbook is posted prominently on the Charter School's website.

- vi. *Admissions.* Policies and procedures regarding admission into the Charter School, including the open enrollment period (when known each year), lottery process, non-discrimination mandate, and admission preferences in a manner that complies with Education Code section 47605(e).

16. **Admissions.**

a. **Enrollment and Admissions Documents.**

- i. At all times it is operational, the Charter School will have the following information posted on the Charter School's website and will update the posting as quickly as possible whenever the information changes:
 - (1) Procedures for application, the public random drawing, enrollment, and admission into the Charter School.
 - (2) A copy of any application and enrollment forms and information provided to prospective families.
 - (3) The notice developed by the CDE regarding suspected violations of Education Code section 47605(e)(4)(A)-(C) (the "Charter School Complaint Notice and Form").
 - (4) The Charter School Complaint Notice and Form shall also be provided when a parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrolling a student.

17. **Student Enrollment, Data, and Reporting.**

- a. **Attendance Accounting and Reporting.** The Charter School will be responsible for its daily and monthly attendance accounting. The Charter School shall maintain contemporaneous written records of enrollment and average daily attendance ("ADA") and make these records available to the District for inspection and audit upon request. The Charter School will submit the attendance reports (i.e., P-1, P-2, and annual state attendance reports) in accordance with state law and regulations to the District's attendance officer in a timely manner and before each report's submission deadline. Such attendance will be included in the annual independent audit of the Charter School. Further, copies of any amended state attendance reports shall be provided to the District within three (3) weeks of the discovery of the need to make any such amendment(s).

- b. Annual Enrollment List. Upon request, the Charter School agrees to provide the District with a list of students enrolled in the Charter School, stating the student's full name, SSID, age, grade level, school district of residence, and date the student first enrolled in the Charter School.
- c. Data on Efforts to Achieve Balance Among Student Groups. The Charter School shall submit to the District, upon request, a report on the Charter School's efforts to achieve a balance among student groups (include racial and ethnic groups, special education students, and English Learners, including redesignated English Learners) that is reflective of the general population residing within the territorial jurisdiction of the District, as described in the Charter, and to enroll students who may qualify for free and reduced-price meals. Such report shall include, but will not be limited to, identifying the Charter School staff responsible for ensuring that outreach efforts are being implemented and how the Charter School's progress is monitored.
- d. CALPADS. The Charter School acknowledges its obligations regarding the California Longitudinal Pupil Achievement Data System ("CALPADS"). The Charter School agrees to be considered an "Independent Reporting Charter School," which means that it elects to obtain and maintain Statewide Student Identifiers ("SSIDs") for all enrolling and exiting students and is responsible for meeting CALPADS reporting and certification requirements. The Charter School also agrees and acknowledges that it is solely responsible for maintaining and reporting student, teacher, and course data directly to CALPADS and reporting aggregate data through the California Basic Educational Data System – Online Reporting Application ("CBEDS-ORA"). The Charter School shall ensure that coding of student information conforms to the District's student information system requirements.
- e. The Charter School shall provide written notice to the District and the school district of residence of each student who leaves the Charter School at any time without completing the school year, including when the student has ceased attending the Charter School for disciplinary reasons and any other involuntary removal for any reason. The Charter School may not otherwise involuntarily remove a student except as permitted by law and as described in the Charter School's suspension, expulsion, and involuntary removal policies and procedures. The Charter School agrees to comply with this requirement for all Charter School students, including special education students.

18. **Personnel.**

- a. Teacher credentials, clearances, and permits shall be maintained on file at the Charter School and shall be subject to periodic inspection by the District if needed.

- b. All teachers shall hold the Commission on Teacher Credentialing (“CTC”) certificate, permit, or other document required for the teacher’s certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers in the same manner as the governing board of a school district. The Charter School shall have the authority to request an emergency permit or a waiver from the CTC for individuals in the same manner as a school district. The Charter School shall maintain documentation on file of its teachers’ credentials for inspection upon request by the District.
 - i. Ensuring that teachers hold all required certifications/credentials and are appropriately assigned is a top priority for the District. The District will support the Charter School in this area as part of the ongoing charter oversight process, and expects the Charter School to promptly address and resolve teacher credentialing issues and misassignments.
- c. All teachers shall have a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.
- d. All employees of the Charter School, volunteers (including parents) who will be performing services that are not under the direct supervision of a Charter School employee, and on-site vendors having unsupervised contact with students, such as vendors performing school and classroom janitorial services, school site administrative services, school site grounds and landscape maintenance, pupil transportation, and school site food-related services, will submit to background checks and fingerprinting in accordance with Education Code sections 44237, 45125, and 45125.1. The Charter School will maintain on file, and available for inspection, evidence that clear criminal records summaries based on criminal background checks were conducted and received for all employees prior to employment and volunteers prior to assignment, as well as documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. No individual may begin employment or be in contact with students who has not received full clearance.
- e. All employees of the Charter School and volunteers who have frequent or prolonged contact with students (including parents) shall submit to a tuberculosis risk assessment prior to employment or assignment in accordance with Education Code section 49406.
- f. The Charter School shall report employment status changes for credentialed employees based on allegations of misconduct to the CTC within thirty (30) days pursuant to Education Code section 44030.5. The District shall be provided a

copy of such report concurrently with its submittal to CTC, provided such notification does not violate employee confidentiality rights.

- g. Method Schools is the exclusive public school employer of all Charter School employees for purposes of the Educational Employment Relations Act. All staff working at the Charter School are employees or contractors of Method Schools. Method Schools shall have sole responsibility for the employment, management, salary, benefits, discipline, and termination of its employees.
- h. The Charter School agrees to comply with applicable federal statutory and regulatory requirements for qualified teachers and paraprofessionals used for instructional support as set forth in federal and state law.
- i. If any Charter School staff are employees of a related corporation, as defined under the IRS Code, such employment relationship shall be disclosed to the Charter School's Board of Directors at a public open session, and the Charter School must provide notice to the District of the employees and their respective positions.
- j. The Charter School shall provide, upon request by the District, a copy of the Charter School's employee handbook. If the Charter School makes any changes to the employee handbook or other personnel policies, it will provide a copy to the District. The employee handbook must detail expectations for employee performance and behavior, due process rights of employees related to disciplinary actions (including termination), compensation and benefit information, and a description of both informal and formal complaint procedures that employees may pursue in the event of a dispute.
- k. If the Charter School decides to offer existing or new employees of the Charter School the opportunity to participate in the State Teachers' Retirement System ("STRS") or the Public Employees' Retirement System ("PERS"), the Charter School shall be responsible for making these arrangements through the San Diego County Office of Education or the District, as applicable.

19. Educational Program and Reporting.

- a. A list of core instructional materials by grade and content will be maintained by the Charter School and shall be made available to the District within ten (10) business days of receipt of a written request from the District.
- b. Subject to District oversight and compliance with the Charter School's Charter and applicable state and federal law, including, without limitation, Every Student Succeeds Act ("ESSA"), the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA"), related provisions of the Education Code and their implementing regulations, and Section 504 of the Rehabilitation Act of 1973

("Section 504"), the Charter School is autonomous for the purposes of, among other things, selecting the Charter School's educational program with the understanding that the educational program shall comply with its Charter and this MOU.

- c. The Charter School shall comply with all applicable state and federal law and regulations concerning the improvement of student achievement, including, without limitation, applicable provisions of the Elementary and Secondary Act of 1965, as amended by ESSA, and agrees to take appropriate remedial action if notified by the State of California of a violation of the foregoing.
- d. The Charter School shall comply with all federal and state law concerning the instruction of English learners.
- e. The Charter School agrees to comply with and adhere to the applicable state requirements for participation in, and administration of, all state-mandated tests.
- f. The Charter School shall provide the District with the Charter School's student discipline policies and procedures prior to the start of each school year and following any updates to those policies and procedures, unless the most recently updated policies and procedures are already posted and readily available on the Charter School's website. All student discipline policies shall be included in the Charter School's student/parent handbook and shall mirror the policies and procedures available on the Charter School's website.
- g. The Charter School shall not charge any fee or require any parent/guardian or student contribution that conflicts with requirements of federal or state law, including the California Constitution, Article IX, Section 5, and the California Code of Regulations, Title 5, section 350, to provide free, public education to students. The Charter School shall adopt policies and procedures consistent with this prohibition.
- h. Upon request, the Charter School shall provide the District with a copy of its contract with any vendors that will provide educational or instructional services, enrichment activities, or tutoring to Charter School students during the school day. The contract shall require submission to a tuberculosis risk assessment and examination for any vendor who will come into direct contact with students, include a specific plan for ensuring appropriate supervision of minor students who participate in vendor activities without a Charter School teacher or parent present, and, to the extent vendors are providing direct instruction to students during the school day, ensure that such vendors meet the same credentialing requirements as teachers employed by the Charter School. The contract shall also specify the exact services that will be provided and the associated costs, the term of the contract, and how the Charter School will monitor the vendor to ensure quality of services rendered. Should the Charter School and a vendor

revise or enter into a new contract, the Charter School shall provide the revised or new contract to the District upon execution/approval.

20. Special Education and Related Services.

- a. Legal Relationship. The following provisions govern the application of special education to students of the Charter School:
 - i. The Charter School shall be its own local educational agency ("LEA"), pursuant to Education Code section 47641(a) for purposes of compliance with state and federal special education laws and for eligibility for state and federal special education funds. The Charter School has provided verifiable written assurances that it has been accepted to participate and has secured membership as an independent LEA in the El Dorado County Charter Special Education Local Plan Area ("SELPA").
 - ii. The Charter School will serve as its own LEA for purposes of special education and, as such, the Charter School is solely responsible, at its own expense, for ensuring that all children with disabilities enrolled in the Charter School receive special education and designated instruction and services in conformity with their respective individualized education programs ("IEPs") and in compliance with the IDEA (20 U.S.C. §§ 1400 *et seq.*), related California law, and their corresponding implementing regulations.
 - iii. Should the Charter School seek to change its SELPA affiliation and operate as a school of the District for purposes of special education, the Parties agree to amend this MOU to address the change in membership status and to describe the Parties' respective rights and responsibilities concerning the provision and funding of special education and related services for Charter School students.
- b. Non-Discrimination and Access. No student shall be denied admission to the Charter School due to a disability or a suspicion of a disability. The Charter School shall not "counsel out" any student with a disability or any student suspected of having a disability, or otherwise dissuade or discourage any such student from applying for admission to the Charter School as part of the enrollment process.
- c. Section 504 and ADA. The Charter School shall comply with Section 504 and the Americans with Disabilities Act ("ADA"). The Charter School understands that it is solely responsible for its compliance with Section 504 and the ADA at its own expense, and that these are not special education services for which special education funds may be used.

- d. IDEA. The Charter School shall ensure that no student is denied enrollment on the basis of special education status or disability. The Charter School shall be solely and independently responsible for compliance with the IDEA and state special education laws, and their corresponding implementing regulations, with respect to the determination, provision, and funding of special education and related services for all students enrolled in the Charter School. The District solely operates as the chartering authority of the Charter School.
- e. Program, Policies and Procedures. The Charter School must develop, adopt, and comply with policies and procedures regarding the identification, assessment, IEP development, placement, and provision of services to students with disabilities. The Charter School's program, policies, and procedures must comply with SELPA policies and procedures and all applicable state and federal laws.
- f. FAPE. The Charter School shall ensure that a free, appropriate public education ("FAPE") is provided to all children with disabilities eligible for special education under the IDEA and enrolled in the Charter School in accordance with state and federal legal mandates. The Charter School will ensure that an IEP is developed and implemented for each student enrolled in the Charter School in accordance with state and federal legal mandates and SELPA policies. The Charter School must make a full continuum of special education programs and related services available, and provide those programs and services to eligible students in the Charter School. The Charter School must make such services and placements available regardless of the type of instructional program or service delivery ordinarily or otherwise offered by the Charter School.
- g. Administration of Special Education Program. The Charter School is responsible for the management of its special education budgets, personnel, programs, and services. The Charter School shall employ appropriately qualified, credentialed employees or contract with qualified third-party providers to provide all necessary and appropriate special education placement and services to its students. Those individuals shall understand, accept responsibility, and provide services to include, but not be limited to:
 - (1) Child Find
 - (2) Interim Programs
 - (3) Referral
 - (4) Assessment
 - (5) Placement
 - (6) Special Education Instruction
 - (7) Related Services
 - (8) Due Process
 - (9) Discipline/Manifestation Determination
 - (10) Transportation

- h. Child Find (“Search and Serve” Notices). The Charter School must include a notice at the beginning of the year and at the semester in a publication to parents/guardians of Charter School students notifying them of the responsibility to “search and serve” students who need or are believed to need special education services.
- i. Pre-Referral Interventions. The Charter School must implement a process (e.g., a “Student Study Team”) to monitor and guide referrals of general education students for special education evaluation and services, such that general education interventions, where appropriate, are utilized and exhausted before the Charter School refers the student for a special education evaluation. The Charter School understands that this process and any other interventions employed prior to a referral for special education evaluation are not a special education service.
- j. Identification and Referral. The Charter School shall have responsibility to identify and refer students who have an actual or suspected disability to receive an assessment for special education eligibility under the IDEA. The Charter School will maintain and implement policies and procedures to ensure identification and referral of students who have, or may have, such disabilities. These policies and procedures will be in accordance with federal law, California law, and SELPA policy. The Charter School shall be solely responsible for obtaining the cumulative files, prior and/or current IEPs, and other special education information from the student’s prior LEA. The Charter School acknowledges that, under the IDEA, a child shall not be determined to be a child with a disability eligible for special education if the determinant factor is: (a) lack of appropriate instruction in reading, including in the essential components of reading instruction as referenced in the IDEA; (b) lack of instruction in math; or (c) limited English proficiency.
- k. Assessments. The Charter School will conduct any and all necessary assessments to determine eligibility for special education programs and related services of students suspected of having qualifying disabilities. If the Charter School concludes that the student has one or more suspected disabilities that warrant assessment, the Charter School must develop an assessment plan, using SELPA forms, for each student with suspected disabilities within the statutory timeline. The assessment plan will describe the types of assessments that may be used to determine the eligibility of students for special education instruction and services. Assessments will be conducted, within legal timelines, after receiving parental written consent. The Charter School shall conduct an IEP team meeting that includes the required team members within mandated timelines for each student assessed to discuss results, determine eligibility and (if eligible) determine special education instruction and services. All decisions regarding

eligibility, goals, program, placement, and exit from special education must be done through the IEP process and in accordance with federal and state requirements.

- l. Individualized Education Program. The Charter School shall be responsible for scheduling IEP meetings and having a designated Charter School administrator, Charter School general education teacher(s), any special education provider(s) who is/are knowledgeable about the student's education program and parent(s) in attendance at all IEP meetings. Decisions regarding identification, determination or change in eligibility, areas of needs, goals/objectives, services, program, placement, and exit from special education shall be made by the IEP team.
- m. Forms, Reports, and Records. The Charter School will maintain copies of assessments, IEP materials, and other special education records and reports for District review upon the District's request pursuant to its general oversight obligations.
- n. Implementation and Progress Reporting. The Charter School shall ensure that each Charter School student's IEP, and all services, accommodations, modifications, supports for instruction, goals and objectives, behavioral supports, data collection and progress reporting called for therein, are fully implemented, including by all Charter School staff who work with the student. The Charter School will ensure that the teachers and other persons who provide services to a student with a disability are knowledgeable of the content of the student's IEP and implementing the IEP in accordance with its provisions. The Charter School is responsible for monitoring and reporting progress towards IEP goals for the student at least in the same interval as progress is reported for students in the general education program.
- o. Interim Placements for Students Transferring Into the Charter School. For students transferring to the Charter School with IEPs, the Charter School shall provide the special education instruction and related services that are required and consistent with their IEPs upon enrollment. The Charter School acknowledges that it is obligated to implement the IEP the student transfers in with regardless of whether the level and types of services called for in that IEP are currently available or otherwise being provided at the Charter School. IEP team meetings for such students to develop an ongoing IEP will be held within thirty (30) days of the student's enrollment in accordance with state and federal law.
- p. Student Withdrawal from Charter School. As soon as practicable, but within five (5) school days of any special education student's expulsion, withdrawal, or involuntary removal from the Charter School for any reason, the Charter School shall notify the district of residence of the student's name, date of expulsion,

withdrawal or disenrollment, the reason for such separation, and the student's next school/LEA of attendance. The Charter School shall comply with Education Code section 47605(e)(3) in terms of providing notice of expulsion, withdrawal, or if a student leaves the Charter School without graduating or completing the school year for any reason. If the Charter School expels a special education student, it is obligated to pay any costs of that student's placement and services during the term of expulsion to the extent required by law.

- q. Independent Study. The Charter School acknowledges, understands, and agrees that no student with special needs may participate in independent study unless that student's IEP specifically provides for such participation. The determination regarding the appropriateness of independent study for a particular student shall be made by the IEP team acting in a legally-constituted IEP team meeting.
- r. Complaints. The Charter School shall address/respond to/investigate all complaints it receives involving special education.
- s. Due Process Hearings. The Charter School shall notify the District of any due process proceedings filed against the Charter School under the IDEA or related state law, and of any complaints to state or federal agencies related to special education and/or students with qualifying disabilities within three (3) business days of receipt by the Charter School. The Charter School shall bear all financial responsibility and procure and provide its own legal representation for such due process proceedings and/or complaints. If the District, its Board, or employees are named as a party to a due process filing involving the Charter School, the District shall have the right to provide its own legal defense and/or representation, but it will be entitled to indemnification by Charter School as provided herein.
- t. Student Discipline. The Charter School acknowledges it is obligated to and will ensure that its student discipline procedures for suspension and expulsion of students with disabilities are in full compliance with state and federal law. The Charter School understands and acknowledges that prior to imposing any discipline on a student with a disability that would constitute a change in placement, or prior to imposing such discipline on a student for whom the Charter School has a basis of knowledge that the student is a student with a disability, a manifestation determination must first be convened to determine whether the conduct was a manifestation of the student's disability or caused by a failure to implement the student's IEP or Section 504 Plan, as applicable.
- u. Special Education Funding.
 - i. The Charter School shall comply with the funding model adopted by the assigned SELPA. The Charter School shall only spend special education funds as allowed by law, and shall document that all state and federal

special education funds are used for the sole purpose of providing special education instruction and/or services to identified students with disabilities. The Charter School assures the District that it understands how to properly expend and account for its use of special education funds.

- ii. The Charter School shall be solely responsible for all costs arising out of or related to any claims, demands, complaints, due process hearings, or charges for special education and related services including, but not limited to, attorneys' fees, compensatory education, and/or damages of any kind in the same manner as other LEAs within the SELPA in accordance with the El Dorado County Charter SELPA Local Plan.
 - v. **Insurance.** The Charter School shall maintain adequate insurance at its sole cost and expense at appropriate coverage limits and in accordance with the law and SELPA policy.
 - w. **Indemnification.** The District shall not be liable for any action arising out of, connected to, or related in any way to special education for students enrolled in the Charter School including, but not limited to, identification and referral, assessment, or the provision of special education and related services to students while the Charter School is operating as an LEA member of the El Dorado County Charter SELPA. To the fullest extent permitted by law, the Charter School shall indemnify, defend, and hold harmless the District, its Board members, officers, directors, employees, agents, and representatives from and against any and all claims, demands, actions, suits, losses, penalties, liability, expenses, attorneys' fees, and costs resulting from or arising out of the provision of special education and related services at the Charter School or the performance of the Charter School's obligations under this MOU.
21. **Transportation.** The Charter School will be responsible for providing its own transportation services for students, if any, including transportation for field trips.
22. **Health and Safety.**
- a. **Compliance with Laws.** The Charter School shall ensure compliance with state and federal laws and regulations concerning health and safety requirements applicable to charter schools to the extent they apply based on the grade levels served by the Charter School including, but not limited to, the following:
 - i. *Child Abuse Mandated Reporting.* The Charter School shall ensure that its staff comply with the Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 *et seq.*), including child abuse and neglect identification and reporting and mandated reporter training requirements.

- ii. *Immunizations.* All enrolled Charter School students who receive classroom-based instruction shall be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code sections 120325-120375, and Title 17, California Code of Regulations, sections 6000-6075.
 - b. Non-Discrimination and Anti-Harassment. The Charter School affirms that all students have the right to participate fully in the educational process, free from discrimination and harassment. The Charter School further commits to providing a workplace free of discrimination and harassment. The Charter School shall maintain policies that address the Charter School's compliance with non-discrimination and anti-harassment laws applicable to public agencies.
- 23. **Title IX Compliance.** The Charter School shall comply with the requirements of Education Code section 221.61 by posting, in a prominent and conspicuous location on its website, the following information:
 - a. The name and contact information of the Charter School's Title IX Coordinator, including the Coordinator's phone number and email address.
 - b. The rights of a student and the public and the responsibilities of the Charter School under Title IX, which include but are not limited to, internet web links to information about those rights and responsibilities located on the websites of the Office for Equal Opportunity and the U.S. Department of Education Office for Civil Rights, and the list of rights specified in Education Code section 221.8.
 - c. A description of how to file a complaint under Title IX that meets the requirements of Education Code section 221.61(a)(3)(A)-(C).
- 24. **Facilities.**
 - a. The Charter School shall comply with Education Code section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Standards Code as enforced by the local planning jurisdiction. The facilities shall meet ADA requirements and shall be approved by the local fire marshal for the intended use(s). The Charter School agrees to ensure sprinkler systems, fire extinguishers, and fire alarms are tested annually at its facilities and that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills on a monthly basis and shall maintain records of such drills.
 - b. The Charter School recognizes that its facilities must conform to any federal and state requirements that may be applicable to charter schools, including, but not limited to, the geographical restrictions on the location of charter school facilities (e.g., resource centers, meeting spaces, satellite facilities, etc.) set forth in the

Education Code, as amended from time to time. The Charter School shall also be responsible for obtaining the appropriate permits from the local public agency having jurisdiction over the issuance of such permits including building and occupancy permits, fire and life safety inspections, and conditional use permits. Prior to commencing operations in an additional facility, the Charter School shall provide the District with documentation demonstrating compliance with all permits and approvals needed for occupancy, as well as its legal right to use its site and any ancillary facilities (e.g., a lease agreement) and that such facilities will be adequate to house the student population and implement the Charter School's educational program.

- c. The Charter School shall not change or add a facility without a material revision to the Charter, unless necessitated by emergency circumstances. The Charter School must demonstrate that the new facilities are capable of housing its educational program and will be adequate for the Charter School's needs and must provide a copy of the proposed temporary facilities use or rental/lease agreement, if applicable.
 - i. In the event of emergency circumstances necessitating a temporary change of facilities, the Charter School shall notify the District of the emergency circumstances, in writing, within three (3) days, along with the address of the temporary location and anticipated duration of stay.
- d. The Charter School shall not establish additional sites or facilities without a material revision to the Charter.
- e. Occupancy and Zoning. The Charter School shall maintain documentation on file or be able to readily access all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections, and approved zoning variances. The Charter School shall make such documents available to the District, if requested, to the extent the Charter School has access to such documents. The Charter School may not exempt itself from applicable/local zoning or building code ordinances.

25. **Insurance/Risk Management.**

- a. The Charter School will obtain its own insurance coverage to cover the operations of the Charter School and shall supply the District with certificates of insurance, with proof of insurance of at least the types and amounts specified below based upon the standard coverage for a school of similar size and location, which may change annually based on, among other factors, the size and location of the Charter School, all of which shall be subject to approval by the District Superintendent or designee. The Charter School agrees to name the District as an additional insured on all certificates of insurance.

- i. General Liability. The Charter School is required to maintain general liability and auto liability insurance with coverage including but not limited to: bodily injury, death, product liability (if applicable), blanket contractual, broad form property damage liability coverage in an amount not less than Five Million Dollars (\$5,000,000) per occurrence. The Charter School's general liability and auto liability policies shall be primary and shall not seek contribution from the District's coverage, and the policies shall be endorsed with a form at least as broad as ISO form CG 20 10 or CG 20 26 to provide that District and its officers, officials, employees, and volunteers shall be additional insureds under such policies.
- ii. Workers' Compensation. Workers' Compensation, at statutory limits, with Employer's Liability limits (including employment practices coverage) not less than One Million Dollars (\$1,000,000) each accident for bodily injury by accident; said coverage's insurers shall waive rights of subrogation with respect to the District, its Governing Board, and their officers and employees.
- iii. Professional Liability. Professional Liability (Errors and Omissions Insurance (including employment practices coverage) with limits not less than Five Million Dollars (\$5,000,000) per claim. Policy form language to include Educator's Legal Liability coverage.
- iv. Sexual Abuse and Molestation. Sexual Abuse and Molestation Insurance is required with limits not less than Five Million Dollars (\$5,000,000) per occurrence. This insurance shall cover alleged and actual claims of sexual abuse or molestation. This coverage can either be included under a General Liability policy or obtained in a separate policy. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the Charter School agrees to maintain continuous coverage through a period no less than three (3) years after the expiration of this MOU.
- v. Property Insurance. Property insurance protecting against fire, vandalism, malicious mischief and such other perils as are included in "special form" coverage insuring the alterations, additions, and improvements to the facilities occupied by the Charter School and all of the Charter School's trade fixtures, furnishings, equipment, and other personal property. The property policy shall include "extra expense" coverage and shall be in an amount not less than one hundred percent (100%) of the replacement value.
- vi. Cyber Coverage. Cyber coverage for both electronic and non-electronic data breaches at limits not less than One Million Dollars (\$1,000,000) per

occurrence with an aggregate limit of not less than Two Million Dollars (\$2,000,000).

- b. The Charter School shall be responsible, at its sole expense, for separately insuring its personal property.
- c. The Charter School shall add the District and its Board members, officers, officials, employees, agents, and volunteers, as named additional insured on all of its insurance policies.
- d. The Charter School must adhere to established claim reporting guidelines, especially as they relate to timeliness and completeness of reporting, and providing assistance requested by the District or its representative in the investigation and defense of a claim.
- e. The Charter School must follow established guidelines in regard to obtaining appropriate certificates of insurance, additional insured endorsements, and hold harmless and indemnification agreements.
- f. The Charter School waives all rights against the District, its Board members, agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers' Compensation and Employers Liability insurance maintained per requirements stated above.
- g. The Charter School shall establish and institute risk management policies and practices to address reasonably foreseeable occurrences. Copies of all policies of insurance and memoranda of coverage shall be provided by the Charter School to the District upon request. If the Charter School makes changes to its insurance policies, it must notify the District within ten (10) days of doing so.
- h. Should insurance expire or lapse for any reason, the Charter School shall have two (2) business days to reinstate full coverage, as set forth herein. If coverage is not reinstated within this time frame, the Charter School shall cease all operations unless and until full coverage as set forth herein is reinstated.
- i. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this MOU at any time.
- j. The Charter School agrees to indemnify and hold harmless the District and its agents, employees, assigns against any and all claims, losses, damages, monetary awards and expenses, including all costs and attorneys' fees, incurred in connection with any and all claims of negligence, or willful misconduct on the part of the Charter School, its Board members, officers, employees,

representatives, agents, and volunteers, brought by any entity or person for any injury, death, illness, disease, or damage to property, arising from or connected with the operation of Charter School including but not limited to the delivery of special education services.

26. **Dispute Resolution.** Nothing in the dispute resolution process described in the Charter School's Charter shall prevent or delay the District from exercising or discharging any power or duty authorized by law with respect to the oversight of the Charter School including, but not limited to, the right to revoke the Charter as authorized by applicable law. Further, the dispute resolution procedures outlined in the Charter shall not impede or otherwise serve as a prerequisite to the District's ability to initiate revocation procedures.
27. **Closure.** If the Charter School closes, the Charter School shall be responsible for conducting all closure-related procedures consistent with its charter and federal and state law, including Education Code section 47605(c)(5)(O) and California Code of Regulations, Title 5, sections 11962 and 11962.1. The Charter School shall be solely responsible for funding closure procedures.
28. **Additional Provisions.**
 - a. **Non-Assignment.** Neither Party shall assign its rights, duties, or privileges under this Agreement, nor shall either Party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the advanced written consent of the other Party. Any assignment in violation of this provision shall be void.
 - b. **Enforceability.** The Charter School understands and acknowledges that violations of any laws could subject its Charter to revocation pursuant to Education Code section 47607(f). The Charter School further understands that the District shall have the authority to compel compliance with this Agreement. Should the District determine that the Charter School has failed to comply with a condition of this MOU, or is violating or has violated applicable law(s) or regulation(s), its Charter, SELPA policies, or any provision of this MOU, the District may impose corrective actions or other reasonable measures it deems appropriate to enforce this MOU and/or bring about proper conduct.
 - c. **Notices.** Any notice, documentation, and/or information required or permitted to be given under this MOU shall be deemed to have been given, served, and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, or received by e-mail, addressed as follows:

If to the District: Dehesa School District
 Attn: Superintendent
 4612 Dehesa Rd
 El Cajon, CA 92019-2922
 Email: bradley.johnson@dehesasd.org

If to the Charter School: Method Summit Academy
 Attn: Enrique Gonzalez, Principal
 27232 Via Industria
 Temecula, CA 92590
 Email: egonzalez@methodschools.org

- d. Severability. If any provision or any part of this MOU is for any reason held to be invalid or unenforceable or contrary to public policy, law, and/or ordinance, the remainder of this MOU shall not be affected thereby and shall remain valid and fully enforceable.
- e. Entire Agreement. This MOU contains the entire agreement of the Parties with respect to the matters covered herein and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this MOU. No person or party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any Party which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he/they has/have not relied upon any warranties, representations, statements, or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this MOU. The Parties further recognize that this MOU shall only be amended or modified in writing and by the mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be duly executed, such Parties acting by their representatives being thereunto duly authorized.

METHOD SCHOOLS

Dated _____

By: _____
 Jessica Spallino,
 Chief Executive Officer

Date of Board of Directors approval/ratification: _____

DEHESA SCHOOL DISTRICT

Dated _____

By: _____
Bradley J. Johnson,
Superintendent

Date of Governing Board approval/ratification: _____

EXHIBIT A

Fiscal Reporting Requirements

Budget:

1. The Charter School shall submit the following financial reports to the District in accordance with Education Code section 47604.33 using state-approved SACS reporting forms:
 - a. An adopted budget on or before July 1 of each year.
 - b. An LCAP and annual update on or before July 1 of each year.
 - c. A first interim financial report on or before December 15 of each year.
 - d. A second interim financial report on or before March 15 of each year.
 - e. Unaudited Actuals report for the prior fiscal year, on or before September 15 of each year.
2. The adopted budget and each of the reports mentioned in Section 12 of the MOU will contain the following financial documents:
 - a. All key budget variables and assumptions, including revenue, expenditure, debt, beginning and ending balance variables shall be defined. Certificated and classified employee salary data, and health benefit plans and policies will be made available upon request.
 - b. Local Control Funding Formula Calculator used for the reporting period.
 - c. Multi-year financial projections, including the current fiscal year and two (2) subsequent fiscal years.
 - d. Cash flow projections for all twelve (12) months of the current or proposed fiscal year.
 - e. Copies of budget revisions shall be provided to the District within two (2) weeks of revision, upon approval by the Charter School's Board of Directors.
3. To the extent that it appears the Charter School builds or sustains reserves in excess of fifty percent (50%) of total expenditures, the Charter School shall provide detailed reporting of how it built such reserves while providing the educational program promised in the Charter, and its intended use, if requested in writing by the District.

4. A copy of any revisions to the Charter School's budget guidelines, policies, and internal controls shall be provided to the District within two (2) weeks of adoption of revisions.
5. The Charter School shall provide a copy of the budget guidelines, policies, and internal controls at the request of the District.
6. The Charter School shall provide the above-listed budget data for all related contracting corporations as defined by the IRS Code, if any.

Financial Data:

7. Bank account reconciliations for the Charter School will be the responsibility of the Charter School.

Financial Audit:

8. The Charter School's Board of Directors will annually appoint an independent fiscal auditor. The independent fiscal auditor must be approved by the State Controller's Office and must be listed on its website as approved to conduct such educational audits. The audit shall include, but not be limited to, the following:
 - a. An audit of the accuracy of the Charter School's financial statements.
 - b. An audit of the Charter School's attendance accounting and revenue claims practices.
 - c. An audit of the Charter School's internal control practices.
9. The Charter School shall provide a copy of the Charter School's audited financial report to the District, the San Diego County Superintendent of Schools, the State Controller, and the CDE by December 15 of each year.
10. The Charter School's Chief Executive Officer will review any audit exceptions or deficiencies and report to the Charter School's Board with recommendations on how to resolve them.
11. The Charter School's Authorized Representative shall submit a report to the District describing how the exceptions and deficiencies, if any, have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same.
12. Any disputes regarding the resolution of audit exceptions and deficiencies will be resolved through the process described in the Charter School's Charter.

SITE ACQUISITION AND COST-SHARING AGREEMENT

(Dehesa School District / Method Schools Corporation)

This **SITE ACQUISITION AND COST-SHARING AGREEMENT** (“Agreement”) is entered into as of the Effective Date below by and between the Dehesa School District, a California public school district (“District”), and Method Schools Corporation, a California nonprofit public benefit corporation (“Method”) currently operating Method Schools and Method Summit Academy, both public charter schools (“Charter Schools”). The District and Method may be referred to in this Agreement individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the District is a public school district existing under the laws of the State of California;

WHEREAS, the District serves as the charter authorizer of the Charter Schools;

WHEREAS, Method is a California nonprofit public benefit corporation that governs and operates the Charter Schools;

WHEREAS, as the operator of the Charter Schools, Method shall be responsible for, and have all rights and benefits attributable to, the Charter Schools as further outlined herein, and whenever this Agreement obligates the Charter Schools to a particular course of action or prohibits or limits the Charter Schools from a particular course of action, Method shall also be required to fulfill such obligation and be subject to such prohibition or limitation;

WHEREAS, the Charter Schools offer a nonclassroom-based independent study program and a classroom-based educational program, respectively, along with an elite athletics training component, for students in grades transitional kindergarten (“TK”) through 12;

WHEREAS, the District also provides an independent study program with an elite athletics training component for District students in grades TK through 8;

WHEREAS, although the Charter Schools’ and the District’s respective educational programs, inclusive of the athletic training component, are separate and distinct from one another, for ease of reference, they shall be jointly and collectively referred to herein as the “Athletics Programs”;

WHEREAS, the Athletic Programs currently operate on the District’s campus, located at 4612 Dehesa Road, El Cajon, California 92019;

WHEREAS, due to the limited and insufficient facilities and open field space on the District’s campus to accommodate all students enrolled in the Athletics Programs, the Parties also contract with third-party entities to utilize outside facilities for the athletics training component only;

WHEREAS, considering the growing popularity of the Athletics Programs among families who desire to enroll their grade level-eligible students, the Parties desire to acquire additional undeveloped land within the District's boundaries to develop and construct athletic training and related educational facilities thereon for the benefit and use of students enrolled in the Athletics Programs (hereinafter referred to as the "Project") and to share the costs associated with such endeavor;

WHEREAS, the District is exploring potential real property for purchase and future development to house the Project, which currently unacquired real property shall hereinafter be referred to as the "Site"; and

WHEREAS, given the costs associated with this joint effort of acquisition and development of a Site to house the Project, as well as the mutual educational, athletic, and other opportunities and benefits the Project would provide to the students enrolled in the District and Charter Schools alike, the Parties desire to memorialize the terms and conditions for the purchase, funding/financing, and procurement of pre-construction services and related activities to prepare the Site, if acquired, for use as an educational and training campus.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and Method agree as follows:

AGREEMENT

1. **Term.** The term of this Agreement ("Term") shall begin on the Effective Date, as defined below, and shall end on upon whichever of the following occurs, except for those provisions surviving termination of this Agreement:
 - a. Except in connection with any environmental issues related to the Site, neither Party may terminate or otherwise discontinue the Site acquisition process without first meeting with the other Party to discuss the concerns and reasons for such discontinuation, and in any event, only by providing written notice no later than the day prior to the expiration of the Due Diligence Period, as defined in the Purchase and Sale Agreement between the District and the prospective seller of the Site ("PSA"). Both Parties agree to act in good faith to address any such concerns and to continue the transaction. Upon the District's issuance of such notice, or the District's receipt of Method's issuance of such notice, the District shall assemble a full accounting of all expenses the District has incurred related to the Phase 1 Activities (as defined below) to date and calculate Method's fifty percent (50%) share of such costs. The District will then refund Method the amount of all monies then deposited by Method in fulfillment of the Agreement less Method's share of the then-incurred Phase 1 costs, which the District will retain. The District will remit such repayment and include a full accounting and any applicable back up documentation for the amounts retained within thirty (30) days of the District's issuance of the notice provided for in this Section 1.a., or within 30 days of the District's issuance of the notice, or the District's receipt of such notice from Method, as applicable. Termination of this Agreement shall occur three (3) business days after Method's receipt of such repayment.

- b. Written notice by the District to Method providing that the Site acquisition process will not proceed due to a breach or failure of a closing condition within the PSA that occurs after the expiration of the Due Diligence Period and forfeiture of the Deposit (as defined in the PSA) and that was not caused by the District's negligence or misconduct. Upon the District's issuance of such notice, the District shall assemble a full accounting of all expenses the District has incurred related to the Phase 1 Activities to date and calculate Method's fifty percent (50%) share of such costs, as well as Method's fifty percent (50%) share of the Deposit. The District will then refund Method the amount of all monies then deposited by Method in fulfillment of the Agreement less Method's share of the then-incurred Phase 1 costs, and Method's fifty percent (50%) share of the Deposit, which the District will retain. The District will remit such repayment and include a full accounting and any applicable backup documentation for the amounts retained within thirty (30) days of the District's issuance of the notice provided for in this Section 1.b. Termination of this Agreement shall occur three (3) business days after Method's receipt of such repayment.
 - c. Completion of Phase 3 of the Project, as evidenced by the mutual execution of the Lease and Joint Use Agreement (as defined in Section 2 below).
 - d. Upon mutual written agreement by the Parties that both Parties wish to terminate the terms of this Agreement and that all amounts owed under this Agreement have been accounted for and reconciled in accordance with the terms and conditions specified herein.
2. **Anticipated Phasing of Site Acquisition and Project Development.** The Parties recognize that the Project will occur over multiple phases and will require the development, negotiation, and approval of additional written agreements to memorialize the terms and conditions upon which the Parties will jointly develop and improve the Site, if acquired, and enter into a ninety-nine (99) year lease and joint use arrangement, pursuant to the applicable Education Code authority ("Lease and Joint Use Agreement"), which will allow the Parties to maximize shared use of the Site for the Athletic Programs. For purposes of clarity, the general phases or milestones contemplated by the Parties are as follows:
- a. **Phase 1.** Site acquisition and related activities including, but not limited to, the following:
 - i. Design professional services (e.g., architectural services up to and including schematic design; California Department of Education ("CDE"), California Environmental Quality Act ("CEQA"), and County of San Diego approval processes).
 - ii. Soils engineering (e.g., borings, structural assessment, contaminants, etc.).

- iii. CEQA review (e.g., determination of any application exemptions or exceptions, development of environmental documents such as initial study, negative declaration, mitigated negative declaration, environmental impact report, etc.).
- iv. Application and determination of eligibility for state funding/grants under Proposition 2/School Facility Program, and/or other funding sources.
- v. Securing appraisal of Site (including fair market value assessment).
- vi. Legal services (e.g., general legal advice on Site acquisition and pre-construction processes, development and negotiation of terms and conditions of the PSA, etc.).
- vii. Consulting services (e.g., Site acquisition, grant/funding submissions, facilities development, and management support services).
- viii. Title review and coordination with title company to remove any exceptions to title insurance coverage for the Site and secure a final title insurance policy.
- ix. Preparation of escrow instructions and satisfaction of District obligations, as purchaser, that are required as part of the escrow process associated with Site acquisition.

The above non-exhaustive list of activities shall be collectively referred to herein as “Phase 1” or “Phase 1 Activities.”

- b. **Phase 2.** Joint development and improvement of the Site, including but not limited to, architectural services (post-Phase 1 schematic design), engineering services, inspector of record (“IOR”) services, Division of the State Architect (“DSA”) submissions and coordination, public bidding process for construction of facilities, legal and consulting services, and coordination of other related functions and activities through Project construction completion and closeout and approvals by all state or local enforcement agencies having jurisdiction over the Project. This design and non-exhaustive list of activities shall be developed more fully in a future written agreement which shall be agreed upon by the Parties and approved by the respective governing boards of the Parties and, for purposes of this Agreement, shall collectively be referred to herein as “Phase 2” or “Phase 2 Activities.”
- c. **Phase 3.** Development and execution/approval of the Lease and Joint Use Agreement, in which the District hereby agrees to enter into a long-term lease agreement with Method for Method’s equitable co-location, co-occupancy and co-use of the Site (inclusive of educational facilities, athletic training facilities, field space, and related appurtenances) to facilitate and implement its Charter Schools’ educational and athletics programs pursuant to the terms and conditions mutually agreed upon by the Parties. Either in the same or in a separate written legal instrument, as determined by the Parties at a future date, the District and Method

shall determine the manner in which they will jointly use the Site for the administration of the Athletic Programs. This joint use arrangement shall describe the equitable allocation of facilities on the Site, use schedules and coordination of calendars for events and activities, insurance and indemnity provisions, and other pertinent details concerning the administration of the Athletic Programs that meets the needs of both the District and Method. This Site lease and joint use agreement shall be developed and negotiated by the Parties and approved by their respective governing boards during Phase 2 or upon Project completion. For purposes of this Agreement, this lease and joint use arrangement shall be collectively referred to herein as “Phase 3” or “Phase 3 Activities.”

3. **Scope of Agreement.** This Agreement is intended to detail the respective rights and obligations of the Parties for the Site acquisition and all Phase 1 Activities. Although other phases, and the Project generally, are referenced in this Agreement for context, the Parties acknowledge, understand, and agree that future written agreements shall be developed, negotiated, executed, and approved by their respective governing boards to fund, construct and otherwise implement the Project beyond Phase I. If a Party fails to negotiate and finalize any of the agreements contemplated in this Agreement or if the governing board of a Party fails to approve a negotiated agreement, the Parties agree to meet and confer in good faith to determine a fair and equitable resolution for any costs expended on the Project to date; if such resolution cannot be made, the Parties may pursue the dispute resolution process set forth in Section 9.
4. **Site Acquisition.**
 - a. **District Obligations.** For purposes of the Site acquisition and all associated processes and procedures related to the Phase 1 Activities, the District agrees to the following:
 - i. **Appraisal.** Procure an appraisal of the Site by an MAI-designated, California-licensed appraiser in good standing, who has the sufficient background and expertise to opine on the fair market valuation of the Site at a reasonable fee.
 - ii. **Principal Contracting Agency and Lead for Site Acquisition.** Serve as the principal contracting agency and lead for the Site acquisition, including all actions to be taken as part of the escrow process and as memorialized in the PSA between the District, as purchaser, and the seller of the Site.
 - iii. **Principal Contracting Agency and Lead for Pre-Construction Activities.** Serve as the principal contracting agency and lead for the selection of contractors performing professional and specialized services including, but not limited to, architectural services (up to and including schematic design), geotechnical services, and environmental services associated with the Site acquisition and planning for pre-construction and construction activities on the Site. The District will collaborate with Method on all such pre-construction activities, including design and engineering services, for the Project, and shall incorporate Method’s design requests into the Site design.

- iv. Lead Agency Under CEQA. Serve as the lead agency under, and perform all actions necessary to ensure compliance with, CEQA.
- v. Legal Services and Advice. Utilize the legal services and advice of licensed attorney(s) possessing the background and expertise needed to facilitate a land acquisition, including, but not limited to, opening and closing of escrow; guidance on feasibility, due diligence, and tests/inspections; title review; and communications/coordination with professional consultants contracted by the District for design services, state funding eligibility analysis, and all other Phase 1 Activities.
- vi. Contracting with Consultants/Third Parties. Serve as the contracting party with all consultants or third-party contractors necessary to ensure legal compliance and to facilitate the Site acquisition process (through and including close of escrow and transfer of fee title ownership of the Site to the District) and all other Phase 1 Activities.
- vii. Zoning Requirements. Verify that the Site is properly zoned for a school site/education use. Recommend that the District's Board take action, as appropriate, to exempt the Site from applicable zoning ordinances.
- viii. Compliance with Applicable Laws/Regulations. Take all required actions to ensure compliance with federal, state, and local laws and regulations applicable to the acquisition of the Site and all other Phase 1 Activities for which the District is responsible.
- ix. Acceptance of Fee Title Ownership to Site. Accept, upon close of escrow, fee title ownership of the Site and take all required and necessary actions to effectuate the same including, but not limited to, approval, and recording of a grant deed with the San Diego County Recorder's Office.
- x. District Share of Costs. Assume responsibility for the payment of fifty percent (50%) of the total purchase price for the Site and fifty percent (50%) of the total costs associated with all other Phase 1 Activities, which payment shall be deferred until the District's receipt of an award of state funding, as set forth in Section 5.c. below, additional funds are secured, or as otherwise mutually agreed upon by the Parties.
- xi. Receipt of Advancement of Funds from Method for Phase 1 Activities. Receive and timely deposit any funds received by the District from Method into the designated District account at the San Diego County Treasury for the payment of deposit(s), the Purchase Price of the Site (less any deposits), title and escrow fees/closing costs, contractor billing invoices for work performed, and all other fees or costs associated with the Phase 1 Activities.
- xii. Fully-Executed Agreement and Wiring Instructions. Upon full execution and approval of this Agreement by the Parties, send a copy by email and U.S. mail, along with wiring instructions, to Method for deposit of the funds

specified in Section 4.a.xi into the designated account at the San Diego County Treasury.

- xiii. Fiscal Reporting. Comply with all fiscal reporting requirements under any state grant program(s) or as required by any agency or financial institution to the extent the District secures funding through alternative means for the Project.
- xiv. Phase 2 Agreement. Negotiate, in good faith, the terms of an agreement with the District that details the logistics, funding, and cost sharing for the Phase 2 Activities (“Phase 2 Agreement”). This agreement may also contain terms that address the Phase 3 Activities if so mutually agreed upon by the Parties. The Parties shall have the obligation to negotiate the Phase 2 Agreement upon completion of the Site acquisition, as evidenced by recording of the final grant deed and escrow officer’s confirmation of completion of the wiring of all funds associated with the transaction. Further, the Parties agree that this Agreement will terminate only upon the occurrence of the conditions provided in Section 1 of this Agreement and that execution of the Phase 2 Agreement will not terminate this Agreement, unless explicitly stated therein in fulfillment of Section 1.d. of this Agreement.

b. **Method Obligations.** For purposes of the Site acquisition and all associated processes and procedures related thereto as part of Phase 1, Method agrees to the following:

- i. Method Share of Costs. Assume responsibility for the payment of fifty percent (50%) of the total purchase price for the Site (including all title, escrow, and closing fees/costs) and (50%) of the total costs associated with all other Phase 1 Activities, as set forth in Section 5.a. below.
- ii. Advancement of Funds to Pay for District Share of Costs. Agree to advance funds to the District to pay for the District’s share of costs associated with the Site acquisition and other Phase 1 Activities, with repayment to occur in the manner specified in Section 5.c. below.
 - (1) Method agrees and acknowledges that the District will submit a Fund Transfer Request (as defined in Section 6.a. below) to Method for the full amount of the Purchase Price, as defined in the PSA, and other Phase 1 Activity costs associated directly with the Site acquisition, promptly upon mutual execution of the PSA and opening of escrow.
- iii. Fund Transfers. Promptly issue payment via check or wire transfer to the District in the amount set forth in the Fund Transfer Request, as defined in Section 6.b. below, within ten (10) business days of receipt of said Fund Transfer Request for the specified Phase 1 Activities.

- iv. Compliance with Applicable Laws/Regulations. Take all required actions to ensure compliance with federal, state, and local laws and regulations applicable to the acquisition of the Site and all other Phase 1 Activities for which Method is responsible.
- v. Fiscal Reporting. Comply with all fiscal reporting requirements under any state grant program(s) or as required by any agency or financial institution to the extent Method secures funding through alternative means for the Project.
- vi. Phase 2 Agreement. Negotiate, in good faith, the terms of an agreement with the District that details the logistics, funding and costs sharing for the Phase 2 Activities (“Phase 2 Agreement”). This agreement may also contain terms that address the Phase 3 Activities if so agreed upon mutually by the Parties. The Parties shall have the obligation to negotiate the Phase 2 Agreement upon completion of the Site acquisition, as evidenced by recording of the final grant deed and escrow officer’s confirmation of completion of the wiring of all funds associated with the transaction. Further, the Parties agree that this Agreement will terminate only upon the occurrence of the conditions provided in Section 1 of this Agreement and that execution of the Phase 2 Agreement will not terminate this Agreement, unless explicitly stated therein in fulfillment of Section 1.d. of this Agreement.

5. Cost-Sharing Structure.

- a. **Total Estimated Costs for Phase 1.** The budgeted total cost of Phase 1 Activities, including the purchase price for the Site, is estimated to be between approximately \$1,500,000.00 and \$2,048,600.00. The Parties acknowledge and agree that this figure is only an estimate and that the total costs for Phase 1 could be higher or lower depending on a variety of circumstances that, as of the Effective Date, are unknown to the Parties. A copy of the spreadsheet delineating the estimated costs for the Site acquisition and related Phase 1 Activities is included as Exhibit A, attached hereto and incorporated herein by reference. The Parties agree to work together cooperatively to adjust the budget, and equally share the burden of payment for any such budget increases, for Phase 1 Activities to the extent the estimated costs exceed the amounts specified in Exhibit A.
- b. **Itemization of Costs.** As the principal contracting agency and lead dedicated to facilitating the Site acquisition and the Project, the District agrees to provide Method with an itemization of costs reflecting the total costs associated with the Phase 1 Activities, and any corresponding payments, on at least a quarterly basis (i.e., every 3 months), except where an alternative time schedule is mutually agreed upon by the Parties in writing and to make reasonable efforts to keep costs within the anticipated budget without jeopardizing the planned scope of the Project. The District may pay certain costs upfront to ensure timely payment to any contractor(s) for services to the extent that the District has sufficient funds for such purpose. To

ensure that the District maintains appropriate cash flow for its general operations, Method agrees to transfer funds to the District within five (5) business days of receipt of a Fund Transfer Request, as that term is defined below. Should Method disagree with any of the costs listed in any Fund Transfer Request or the backup documentation included with the Fund Transfer Request, the Parties agree to meet and confer as soon as reasonably practicable to review the invoiced costs and any backup documentation provided by either Party. The Parties agree to work together in good faith and use their respective best efforts to resolve any disputes over costs incurred or the payment of such costs to avoid any delays in the Site acquisition and Phase 1 Activities, including the timely payment of contractors.

c. Deferral of District Payment of Share of Costs.

- i. The Parties acknowledge that the District does not currently have sufficient funding available to pay for its full share of the costs associated with the Site acquisition and Phase 1 Activities at the time such payments may become due. As described in Section 4.a. above, the District will fund or pay certain costs associated with the Site acquisition and Phase 1 Activities to the extent the District has the financial ability to cover such costs prior to seeking partial reimbursement from Method. However, Method acknowledges and represents that it has the upfront capital to pay, in full, the costs associated with the Site acquisition and Phase 1 Activities if needed.
- ii. As of the Effective Date of this Agreement, the District is actively in the process of determining the scope of its eligibility for Proposition 2 funding for both the Site acquisition and new construction grants under the state's School Facility Program administered by the Office of Public School Construction ("OPSC"). The District intends to submit applications for eligibility and funding to OPSC to secure state matching funds to cover fifty percent (50%) of the costs associated with the Project, with the other fifty percent (50%) representing the local matching shares. However, the District cannot yet confirm the timing of the approval of its applications or the award and release of state apportionment funds. To avoid any delays in the Site acquisition and Phase 1 Activities, Method agrees to pay for any and all costs associated with the Project (including Site acquisition and Phase 1 Activities) with the understanding that the District's reimbursement of its share of the costs to Method is contingent upon its determination of eligibility for one or more state grants under the School Facility Program and corresponding receipt of state apportionment funding, or its access to alternative funding sources. Should the District be unable to secure the funding from the School Facility Program, the District remains committed to obtaining its share of the necessary funding by other means (e.g., through issuance of certificates of participation, proposing a local bond measure, use of available general funds, etc.). The Parties further understand and agree that any amounts awarded as "state match" funds secured by the District

under Proposition 2 shall be credited toward the District's fifty percent (50%) contribution of the Project costs. Method remains fully responsible for its fifty percent (50%) share of the Project costs.

- d. **Cost Underruns.** The Parties agree that should circumstances arise which result in a decrease in the costs for the Site Acquisition and/or other Phase 1 Activities, resulting in a surplus of Earmarked Funds (as defined in Section 6.a.) for the Project ("Cost Underruns"), such Cost Underruns shall remain in the Designated Fund (also as defined in Section 6.a.) to be used toward the Phase 2 Activities. Any Earmarked Funds remaining after Project completion and closeout shall be distributed in proportion to the Parties' respective contributions to the Project following a full accounting to be performed by the District and/or its auditor. The Parties may mutually agree in writing to another distribution methodology for any such remaining Earmarked Funds at their discretion.
- e. **Cost Overruns.** The Parties agree that should circumstances arise which result in an excess of costs beyond the maximum range of costs detailed in Exhibit A ("Cost Overruns"), the Parties agree to meet in good faith to determine how such Cost Overruns will be handled, including whether there should be a change or reduction in scope for the Phase 1 Activities. The District will keep Method apprised of any potential Cost Overruns as part of its monthly reports and periodic meetings.

6. **Procedures for Transfer and Deposit of Funds into San Diego County Treasury Account.**

- a. **Establishment of Designated Fund with San Diego County Treasury.**
 - i. The Parties acknowledge that for purposes of depositing, managing, and disbursing funds designated for the Site acquisition and Phase 1 Activities (hereinafter referred to as the "Earmarked Funds"), the District shall establish a designated account within the San Diego County Treasury ("Designated Fund"). The Designated Fund shall be used exclusively for the deposit, management, and disbursement of Earmarked Funds received from Method in accordance with this Agreement.
 - ii. The District and Method shall jointly coordinate to complete all required documentation, signatures, and approvals necessary to establish the Designated Fund with the San Diego County Treasurer's Office. Each Party shall cooperate in good faith and provide all documentation and any certifications requested by the San Diego County Treasurer's Office in a timely manner to ensure that the Designated Fund is activated and available for use in advance of the first anticipated invoice or disbursement.
 - iii. Once established, the Designated Fund shall be used solely to support payment obligations and eligible costs associated with the Site acquisition and all approved Phase 1 Activities.
- b. **Written Request for Funds.** The District will send to Method a written request for a transfer of Earmarked Funds for one or more Phase 1 Activities including the

Purchase Price for the Site, which shall be in the format provided in **Exhibit B**, attached hereto and incorporated herein by reference, and shall include all required content specified therein to substantiate the amount of, and purpose for, the requested fund transfer (“Fund Transfer Request”). The District shall issue a Fund Transfer Request for prior expenditures made by the District for Phase 1 Activities agreed upon by the Parties, as well as prospective expenditures for Phase 1 Activities, including the Purchase Price for the Site.

- c. **Deposit Process.** Within ten (10) calendar days of Method’s receipt of the District’s Fund Transfer Request, Method shall provide the District with the Earmarked Funds representing the total sum included in the Fund Transfer Request in the form of a check or wire transfer. The District will process and issue to Method a cash receipt for the amount of the Earmarked Funds to be deposited. The Earmarked Funds will be included in the District’s next scheduled wire transfer for deposit with the San Diego County Treasurer. Such funds shall be held in the name of the District, and the District will notify Method in writing once the funds have been deposited and registered to the Designated Fund. Any and all interest accrued on the Earmarked Funds shall be credited to the earmarked uses for these monies in the Fund, for use toward the Phase 1 Activities, except as provided in Section 5.d. above concerning cost underruns. The Parties agree that the District shall have no obligation whatsoever to maximize the interest earned on the Earmarked Funds deposited by Method. The District agrees to only withdraw from the Earmarked Funds, in the amount listed, and for the purpose set out in, the Fund Transfer Request, unless otherwise mutually agreed upon by the Parties in writing. Approvals for all withdrawals and payments of any portion of the Earmarked Funds will be assigned to both the District and Method via an established process in the District’s financial management system, as set forth in Section 6.d below, and approval by both the District and Method will be required prior to the expenditure of any such funds, except for those expenditures that have already been made by the District in furtherance of the Site acquisition and Phase 1 Activities that were previously agreed upon by the Parties.
- d. **Invoice and Expense Processing Procedures.**
 - i. All invoices or payment requests related to the Site acquisition and Phase 1 Activities shall be reviewed and approved by both the District and Method prior to payment. This dual-approval process shall be conducted through PeopleSoft or any successor platform approved by the Parties.
 - ii. Upon receipt of an invoice, the District shall initiate the routing process within PeopleSoft and submit the invoice to Method for review and electronic approval. Method shall approve or reject the invoice within five (5) business days of receipt. If Method does not respond within the five-day period, the District shall provide a follow-up written notice. Failure to respond within an additional five (5) business days shall be deemed an approval unless otherwise agreed by the Parties in writing.

- iii. The District shall be responsible for processing all approved invoices, issuing payment checks from the Designated Fund, and mailing or delivering checks to the appropriate payees. The District shall maintain detailed payment records, including the invoice number, payee, purpose, and payment date, and make these records available to Method upon request.
 - iv. In the event of any dispute regarding an invoice, the District and Method shall meet and confer in good faith to resolve the matter. No disputed invoice shall be paid until such resolution has been achieved in writing by both Parties.
 - e. **Written Accounting of Activity.** Upon written request, the District will provide Method with a written accounting of all activity related to the Earmarked Funds, including all deposits, withdrawals, and totals, within five (5) business days of Method's written request.
 - f. **Earmarked Funds Remaining Following Completion of Phase 1 Activities.** Any Earmarked Funds remaining in the Fund following completion of Phase 1 shall be available for withdrawal and use during Phase 2; provided, however, that the District shall provide Method with advance written notice and obtain Method's written approval to withdraw and use all or a portion of the remaining Earmarked Funds for Phase 2 Activities. The District shall ensure that any unused Earmarked Funds deposited during Phase 1 and expended for Phase 2 shall be used in accordance with applicable law and regulations and appropriately documented for auditing and other purposes.
7. **Compliance with Law.** The Parties shall comply with all federal, state, and local laws, rules and regulations governing the Site acquisition and construction of the Project (including all associated phases), including, but not limited to, compliance with state agency requirements, labor laws, and environmental regulations.
8. **Access to Records.** During the Term of this Agreement, Method shall have access, upon reasonable notice, during normal business hours, to any books, documents, accounting records, papers, Project correspondence, Project files, scheduling information, and other relevant records of the District in connection with the Project. Such access shall include the right to examine and audit such records, and to make excerpts, transcriptions, electronic file transfers, and photocopies at Method's cost.
9. **Resolution of Disputes.**
- a. **Meet and Confer.** In the event of a claim, dispute, or other matter in controversy between the District and Method concerning or related to this Agreement ("Dispute"), designated representatives of the Parties shall meet as soon as possible (but not later than ten (10) business days after receipt of written notice of the Dispute) in a good faith effort to negotiate a resolution of the Dispute. Each Party shall be represented in such negotiations by an authorized representative with full

knowledge of the details of the Dispute or defenses being asserted and with authority to resolve such Dispute, subject to approval of the Party's governing board.

- b. **Mediation.** If the Dispute remains unresolved after the meet and confer, it shall be submitted for resolution to a neutral third party mediator. The costs of the mediator shall be split equally between the Parties, and any mediation must be completed with ninety (90) calendar days after either Party initiates mediation. If the mediation does not resolve the Dispute, the Parties may pursue any other remedy available at law or in equity. In addition, either party may initiate litigation to request injunctive or temporary relief pending mediation.

10. **Indemnification.**

- a. **District's Indemnification of Method.** The District shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Method, including its Board of Directors, officers, administrators, employees, attorneys, agents, representatives, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties that may be asserted or claimed by any person, firm, or entity arising out of, or in connection with, the District's performance of, or failure to perform, its obligations under this Agreement, or any acts, errors, negligence, omissions, or intentional acts by the District, its Board members, administrators, employees, agents, representatives, successors, or assigns. This indemnity and hold harmless provision shall exclude claims, demands, actions, suits, losses, liability expenses, attorneys' fees, and costs caused by any intentional acts of Method, including its Board of Directors officers, administrators, employees, attorneys, agents, representatives, successors, or assigns. This indemnification clause shall survive termination of this Agreement.
- b. **Method's Indemnification of District.** Method shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the District, including its Board members, officers, directors, employees, attorneys, agents, representatives, successors and assigns (collectively, the "Indemnified Parties") from and against any and all actions, suits, claims, demands, losses, costs, penalties, obligations, errors, omissions, or liabilities, including legal costs, attorneys' fees, and expert witness fees, whether or not suit is actually filed, and/or any judgment rendered against the Indemnified Parties that may be asserted or claimed by any person, firm, or entity arising out of, or in connection with, Method's performance of, or failure to perform, its obligations under this Agreement, or any acts, errors, negligence, omissions, or intentional acts by Method, its Board of Directors, administrators, employees, agents, representatives, successors, or assigns. This indemnity and hold harmless provision shall exclude claims, demands, actions, suits, losses, liability expenses, attorneys' fees, and costs caused by any intentional acts of the District, including its Board members, officers, administrators, employees, attorneys,

agents, representatives, successors, or assigns. This indemnification clause shall survive termination of this Agreement.

11. **Amendment.** This Agreement may be amended only by the mutual agreement of the Parties hereto or as necessary to meet the requirements of state or federal law. Any such amendment shall be effective only if in writing, executed by the Parties, and approved by their respective governing boards.

12. **General Provisions**

- a. **Non-Assignment.** Neither Party shall assign its rights, duties, or privileges under this Agreement, nor shall either party attempt to confer any of its rights, duties or privileges under this Agreement on any third party, without the written consent of the other Party.
- b. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- c. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the matters covered herein and supersedes any oral or written understanding or agreements between the Parties with respect to the subject matter of this Agreement. No person or Party is authorized to make any representations or warranties except as set forth herein, and no agreement, statement, representation, or promise by any Party which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements, or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The Parties further recognize that this Agreement shall only be modified in writing and by the mutual agreement of the Parties.
- d. **Severability.** If any provision or part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law or statute and/or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- e. **Recitals.** The Parties agree that the recitals set forth above are true and are incorporated as essential terms of this Agreement.
- f. **Headings.** The headings contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.
- g. **Time.** Time is of the essence in this Agreement for each and every term, provision, and condition for which time is a factor.

- h. Governing Law. This Agreement shall be interpreted under the laws of the State of California. Any litigation filed by the Parties regarding this Agreement shall be filed and heard in a court of competent jurisdiction for the County of San Diego, State of California.
- i. No Third Party Benefit. This Agreement is by and between the Parties named herein, and unless expressly provided in the foregoing provisions no third party shall be benefited hereby. This Agreement may not be enforced by anyone other than a Party hereto or a successor to such Party who has acquired his/her/its interest in a way permitted by the above provisions.
- j. Counterparts. This Agreement may be signed in counterparts such that the signatures may appear on separate signature pages. Facsimile or photocopy signatures shall have the same force and effect as original signatures.
- k. Notification. All notices, requests, and other communications under this Agreement shall be in writing and sent electronically and by U.S. mail to the proper address as follows:


To the District at:	Bradley Johnson, Superintendent Dehesa School District 4612 Dehesa Road El Cajon, CA 92019 Email: bradley.johnson@dehesasd.net
To the Method at:	Jessica Spallino, CEO Method Schools 24620 Jefferson Ave. Murrieta, CA 92562 Email: jessica@methodschools.org
- l. Effective Date. The Effective Date of this Agreement shall be the last date on which it is fully executed by the Parties and approved by the respective governing boards of the Parties.
- m. Signatures. The Parties acknowledge that each of the undersigned has the power and authority to enter into a binding contract on behalf of the Party so noted below.

[signatures on the following page]

IN WITNESS WHEREOF, this Agreement has been approved and executed by the Parties hereto as follows:

DEHESA SCHOOL DISTRICT,

a public school district organized and existing under the laws of the State of California

By: 
 Name: Bradley Johnson
 Title: Superintendent
 Date: 06/27/25

Date of Governing Board Approval: June 25, 2025

METHOD SCHOOLS CORPORATION,

a California nonprofit public benefit corporation operating Method Schools and Method K-12 Sports Academy, both California public charter schools

By: _____
 Name: _____
 Title: _____
 Date: _____

Date of Board of Directors Approval: _____

EXHIBIT A**Budget of Estimated Costs for Phase 1**

Dehesa School District				
DMSA School Site Acquisition				
	Consultant Activity*	Deliverable	Budget Low	Budget High
1	Design Professional	Architectural Services through Schematic Design and CEQA/CDE/County of SD Approval Processes	\$100,000	\$350,000
2	Soils Engineering	Borings, Structural Assessment, Contaminants, etc	\$50,000	\$200,000
3	CEQA	Exemptions, Negative Declaration, Full EIR	\$200,000	\$250,000
4	State Funding	Eligibility	\$10,000	\$15,000
5	Appraisal	Fair Market Value Assessment**	\$6,000	\$10,000
6	Legal	Purchase Sale Agreement, Terms and Conditions	\$30,000	\$60,000
7	Consultant	Site Acquisition/Facilities Support Services	\$24,000	\$33,600
8	Title/Escrow Fees	Title Insurance and Escrow Fee	\$20,000	\$30,000
9	Agency Fees	CDE, DTSC, County of San Diego - if applicable***	\$10,000	\$50,000
		Sub Total:	\$450,000	\$998,600
	<i>*Appraisal Price of Land = \$1,050,000</i>		\$1,050,000	\$1,050,000
		Total:	\$1,500,000	\$2,048,600
	<i>* RFQ/P Processes may be required</i>			
	<i>** \$2-5K Updates - Completed within 6 Months of Close of Escrow</i>			
	<i>*** Varies by Project Size and Complexity</i>			

EXHIBIT B**Fund Transfer Request Form**

The Dehesa School District hereby requests the transfer of funds, either by check or wire transfer, from Method Schools in the total amount specified below to pay for the below-designated costs associated with Phase 1 of the Project. Please remit payment to the District within five (5) business days of receipt of this Fund Transfer Request Form.

Phase 1 Activity	Requested Dollar Amount of Funds for Transfer	Purpose of Phase 1 Activity	Backup Documentation Included (e.g., contractor invoice)? Yes / No
TOTAL DOLLAR AMOUNT OF FUNDS FOR TRANSFER:			

Date of Fund Transfer Request: _____

Signed:

Name

Title

4934-7413-2813, v. 1

Blue Agenda Item - Site Acquisition and Cost-Sharing Agreement (1)

Final Audit Report

2025-06-27

Created:	2025-06-26
By:	Deborah Cagney (deborah.schweitzer@dehesasd.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0zqd8miQv_f9LcRvqREJSYPZWTQfMJni

"Blue Agenda Item - Site Acquisition and Cost-Sharing Agreement (1)" History



Document created by Deborah Cagney (deborah.schweitzer@dehesasd.net)

2025-06-26 - 10:08:35 PM GMT



Document emailed to Bradley Johnson (bradley.johnson@dehesasd.net) for signature

2025-06-26 - 10:08:40 PM GMT



Email viewed by Bradley Johnson (bradley.johnson@dehesasd.net)

2025-06-27 - 1:24:23 PM GMT



Document e-signed by Bradley Johnson (bradley.johnson@dehesasd.net)

Signature Date: 2025-06-27 - 1:24:45 PM GMT - Time Source: 815-122/9039241.1



Agreement completed.

2025-06-27 - 1:24:45 PM GMT



QUOTE

Valid until Oct 27, 2025

\$106,650.00**Scout Edu, Inc.**

105 East 2nd Street
 Apt F
 New York, New York 10009
 United States
 support@teachwithscout.com

QUOTE NUMBER QT-2GNRQ7XB-0002-1

ISSUE DATE Sep 27, 2025

EXPIRATION DATE Oct 27, 2025

QUOTE FOR Pilot license: 100 students (10/27/25 - 12/31/25) // 5 month license: 850 students
Method Schools (1/1/25 - 5/31/25) // 2 month license: 5000 students (6/1/25 - 7/31/25)

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Scout SIS - Pilot License Fee	100	\$15.00	\$1,500.00
Scout SIS - Training (1 day)	4	\$1,200.00	\$4,800.00
Scout SIS - One-time bridge fee	1	\$600.00	\$600.00
Scout - 2 month license 16% of the annual license cost	5,000	\$14.00	\$70,000.00
Scout - 5 month license 42% of the annual license cost	850	\$35.00	\$29,750.00
Subtotal			\$106,650.00
Total			\$106,650.00

This Quote is governed by and incorporates by reference the terms and conditions of the Scout Edu, Inc. Main Services Agreement (the "MSA") available at <https://www.scoutforschools.com/msa-2025.pdf>. By signing this Quote or issuing a corresponding purchase order, Customer agrees to be bound by the terms of the MSA. If Customer and Scout have executed a separate agreement that explicitly supersedes the MSA, the terms of that separate agreement shall apply instead.

Signature	
Name	
Title	
Date	

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

Order Form

Order: Q-502209-1

Date: 2025-09-19

Order Valid Through: 2025-09-30

Order Form for Method School

Bill to Information

Entity Name: Method Schools

Address: 27232 Via Industria

City: Temecula

State/Province: California

Zip/Postal Code: 92590

Country: United States

Billing Contact

Name:

Email:

Phone:

Ship to Information

Entity Name: Method School

Address: 27232 Via Industria

City: Temecula

State/Province: California

Zip/Postal Code: 92590

Country: United States

Shipping Contact

Name: Sarah Delawder

Email: sdelawder@methodschools.org

Phone: +1 951 461 4620

Billing Information

Billing Frequency: Annual Upfront

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

Payment Terms: Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S2	Instructional Design - Remote Consultation (Hourly)	2025-11-01		Non-Recurring	Per Hour	1,000	USD 170.00	USD 170,000.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 0.00	USD 170,000.00	USD 170,000.00
Total	USD 0.00	USD 170,000.00	USD 170,000.00

Products	Description	Qty
Instructional Design - Remote Consultation (Hourly)	Hourly remote consultation with members of our Instructional Design Team. Time spent will be tracked and reported to the client and may include contact time via phone, email, or web conference or time spent preparing requested materials or deliverables. Services that may be delivered include: course reviews, course enhancements, course building, design coaching, and consultation around design projects that support institution goals. Scheduling and usage of consulting services are subject to consultant availability and capacity. Consultant assigned to work will be selected based on scheduling need and available capacity. Working hours are limited to Instructure normal operating business hours including company holidays.	1,000.00

Quote Special Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12-month duration at an annual price increase of 5% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

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

Non-Recurring Expiration: Unless otherwise stated in an applicable Statement of Work or this Order Form, Non-Recurring Products and 3rd Party Products must be completed within 12 months beginning on the later of the last date of signature or the Initial Start Date specified in this Order Form.

Terms and Conditions

Governing Terms: This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/policies/mastertermsconditions>

Data Processing Addendum: The data processing addendum between the parties is available at: <https://www.instructure.com/policies/data-processing-addendum>

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

Product Supplement Terms: Product Specific Supplements which can be found here: <https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

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

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

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

Method School

Signature: _____

Name: _____

Title: _____

Date: _____

Instructure, Inc. (USA/CAN)

Signature: _____

Name: _____

Title: _____

Date: _____

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

Order Form

Order: Q-502210-3

Date: 2025-10-03

Order Valid Through: 2025-09-30

Order Form for Method School

Bill to Information

Entity Name: Method School

Address: 27232 Via Industria

City: Temecula

State/Province: California

Zip/Postal Code: 92590

Country: United States

Billing Contact

Name:

Email:

Phone:

Ship to Information

Entity Name: Method School

Address: 27232 Via Industria

City: Temecula

State/Province: California

Zip/Postal Code: 92590

Country: United States

Shipping Contact

Name: Sarah Delawder

Email: sdelawder@methodschools.org

Phone: +1 951 461 4620

Billing Information

Billing Frequency: Annual Upfront

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

Payment Terms: Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S10	Instructure Learning Platform - Implementation	2026-07-01		Non-Recurring	Per Implementation	1	USD 55,360.00	USD 55,360.00
S31	Video Migration (K12)	2026-07-01		Non-Recurring	Per Each	1	USD 2,500.00	USD 2,500.00
S32	Early Access Fee	2025-10-01	2026-06-30	Non-Recurring	Per Month	9	USD 0.00	USD 0.00
S1	Instructure Learning Platform	2026-07-01	2027-06-30	Recurring	User	1	USD 77,020.00	USD 77,020.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 77,020.00	USD 57,860.00	USD 134,880.00
Total	USD 77,020.00	USD 57,860.00	USD 134,880.00

Reference	Products	Description
S10	Instructure Learning Platform - Implementation	Included in your Instructure Learning Platform Implementation Bundle: Canvas Implementation Standard Tier 1 Support Setup Studio Implementation Impact Implementation
S9	Instructure Learning Platform	Included in your Instructure Learning Platform Bundle: Canvas LMS Subscription Canvas Studio Subscription Impact Subscription Intelligent Insights Subscription Canvas 24x7 Tier 1 Support (Faculty Only) Training Portal Standard

Products	Description	Qty
Instructure Learning Platform - Implementation		1.00
Canvas LMS Standard Implementation Bundle		1.00
Canvas LMS - K-12 Standard Implementation	As prescribed by your purchased implementation package, your implementation will include the following: • Access to Canvas LMS consultants to guide your project, perform some tasks, and answer questions. • One Canvas LMS instance • Access to API information, guides, public courses, and best practice documentation.	6,000.00
Canvas Academic Virtual Training (NORAM)	One session of personalized virtual (remote) training of up to 90 minutes for 50 participants with a primary focus on Canvas Academic, which may be combined with content from other Instructure products (time allowing). Asynchronous options may be requested if live training is not possible or desired. Scheduling and usage of training services are subject to consultant availability and capacity. A ten (10) business day advance notice is required to cancel or reschedule virtual training sessions. Working hours are limited to Instructure normal operating business hours including company holidays.	6.00
Canvas LMS Instance Configuration	Creation and access to one (1) Canvas LMS Instance for up to five (5) of your chosen administrators. This instance will be configured with a "institutionname.instructure.com" URL based on requested URL availability.	1.00
Standard Project Management	• Canvas LMS consultants will be assigned for the duration of your implementation project (i.e., 10-12 weeks, but can extend up to 24 weeks, if requested, to accommodate your needs) to give you targeted, one-on-one guidance and ensure your success. • Project will be managed using a shared project plan, which outlines all implementation tasks, assignments, and timelines. • Regular project check-in calls with your consultants provide best-practice advice, processes, and Q&A. • All project management will be performed remotely.	1.00
Standard Data Provisioning / Technical Consulting for Canvas LMS Instance	One-on-one data provisioning support to get your user data into Canvas LMS, through one of the following methods: manual creation, CSV import, or SIS integration. Access to API documentation and Community guides will be provided. Excludes API-related coding/development. • Manual provisioning and CSV imports are configured and tested by you with basic guidance from your Canvas LMS consultants; your consultants and you will both perform tasks to establish SFTP access (if desired) or perform SIS integration (including grade pass back). Instructure will assist with one test using production data; additional testing or test environments require purchase of additional technical consulting hours.	1.00
Strategic Consulting - Remote Consultation (Hourly)	Hourly remote consultation with a member of our Strategic Services team. Time spent will be tracked and reported to the client and may include contact time via phone or web conference or time spent preparing requested materials or deliverables. Strategic services will provide a recommended plan for the consultation time, and customizations can be made based on client specific needs. Services that may be delivered include: • Interactive webinars on a variety of topics addressing rollout strategy and adoption best practices • Review and feedback of client's vision and goals • Review and feedback of client's strategic or change management plans • Consultation and guidance in development of a client change management strategy • Consultation and coaching on product adoption strategies and user buy-in • Guidance with Instructure products through institution initiatives • Planning templates, customizable frameworks, and resources that support planning or help with the connection between Instructure products and institution instructional frameworks and pedagogy Scheduling and usage of consulting services are subject to consultant availability and capacity. Consultant assigned to work will be selected based on scheduling need and available capacity. Working hours are limited to Instructure normal operating business hours including company holidays.	150.00
Canvas Certified Technical Administrator Certification Bundle		3.00
Canvas Certified Technical Administrator Certification Program	One enrollment in a series of 3 online courses to complete the Canvas Certified Technical Administrator program. Once a named participant has enrolled in and begun the first course in the program, the named participant may not be swapped for a different named participant. Delivery of the Canvas Certified Technical Administrator program is only available in English. Institutions who purchase at least 1 Canvas Certified Technical Admin seat and a quantity of Canvas Certified Educator seats equal to or greater than 10% of their faculty (10 seat minimum) will receive Canvas Certified Institution designation. Canvas Certified Institution designation is valid for two years. For details on the Canvas Certified Institution please see https://docs.google.com/document/d/1Z1HudS9yQXiZ9CnWDnJ9RJ2MAui-QgUtQ_humsj2VWU/preview#heading=h.va6eb3bwsku8	3.00
Canvas Certified Technical Administrator Support Benefit	Upon completion of a Canvas Certified Technical Administrator program, a named field admin will have the option to have their support tickets routed to second level support upon submission, bypassing tier 1 support. Access to the support benefit is only available for the field administrators who have completed the Canvas Certified Technical Administrator program and/or recertified and is only available while the field admin works at the institution that has purchased this benefit. Support benefit is not transferrable to other institutions or other field administrators. Customer must have an active subscription to Canvas in order to access and utilize the Canvas Certified Technical Administrator Support Benefit. Any unused services that remain after Customer's Canvas subscription has lapsed are non-refundable.	3.00

Canvas LMS - Tier 1 Support Setup	One-time fee for Tier 1 Support	1.00
Canvas Studio Standard Implementation		1.00
Canvas Studio Implementation	Implementation will include the following: Creation of Canvas Studio Instance Integration with Canvas LMS via LTI Admin creation	1.00
Canvas Studio - On Demand Training	One year of unlimited access to On Demand training content on Canvas Studio.	1.00
Impact Standard Implementation		1.00
Impact Instance Setup	Setup of one Impact instance	1.00
Impact Online Consulting	Impact consultants will provide Customer's Impact users with online consultation for a maximum of five (5) expert users per consultation. Consultations will be divided into the following sessions: -one(1) session of one(1) hour for Implementation Kickoff -two(2) sessions of one(1) hour for Impact Admin and Insights training, and Impact Support Center Overview - one(1) session of one(1) hour for use case planning workshop -two(2) sessions of (1) hour for use case development -one(1) session of one(1) hour for use case and implementation review/go-live. Project management and session planning are included and will not exceed 5 hours.	1.00
Impact Technical Configuration	Customer's SaaS environment (Production & Beta) set up and configuration, including support centre routing and activation at go-live date. The Implementation will be limited to configuration in one(1) instance of the customer's designated learning platform. Implementing Impact tools for future changes to the learning platform or additional instances will result in additional service fees. In such circumstances, it is the customer's responsibility to verify the compatibility of Impact tools with the new learning platform.	1.00
Impact - Online PD	Access for unlimited users to the asynchronous course(s) for Impact Online PD for the lesser of one year or the term of the Impact subscription agreement. Impact Courses are provided in English only.	1.00
Video Migration (K12)	Migration of videos into Studio. Each quantity of this product purchased is valid for the migration of up to 2,500 videos and a minimum of 2,500 video migrations must be purchased. The minimum number of videos per migration batch is 500. A mapping file and media/caption files must be provided by the customer via Amazon S3 bucket* to which Instructure will provide access. As an alternative to media/caption files, publicly available URLs can be accepted in the mapping file. Migration does not include re-pathing existing video links inside of Canvas and any re-pathing services will require a separate agreement. *If video files are not provided by the customer in the manner listed above, a separate agreement must be executed detailing the additional fees and deliverables.	1.00
Early Access Fee	This is a fee assessed to provide time in the instance to play and create before the subscription term begins. No teaching shall be done during this period.	9.00
Canvas LMS Cloud Subscription	Canvas LMS Cloud Subscription: Per User	6,000.00
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$4,500 USD)	1.00
Training Portal Standard - Core + Advanced On-Demand Content	Unlimited access to core and advanced on-demand training content for teachers and admins through the Training Portal.	6,000.00
Canvas Studio Cloud Subscription	Canvas Studio Cloud Subscription: Per User	6,000.00
Impact Cloud Subscription	Impact - K-12 Subscription (User)	6,000.00
Intelligent Insights	Intelligent Insights leverages AI and analytics to proactively surface actionable insights that inform strategic initiatives to improve course and ed-tech effectiveness, student retention, and graduation rates. Intelligent Insights proactively monitors leading indicators and provides deep insights into students in need of attention, course readiness, LTI usage, as well as a conversational AI feature "Ask Your Data" that lets educators ask complex questions using simple and natural language.	7,300.00

Quote Special Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12-month duration at an annual price increase of 5% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

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

User Clause: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

User Typical Use Clause: In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Non-Recurring Expiration: Unless otherwise stated in an applicable Statement of Work or this Order Form, Non-Recurring Products and 3rd Party Products must be completed within 12 months beginning on the later of the last date of signature or the Initial Start Date specified in this Order Form.

Terms and Conditions

Governing Terms: This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/policies/mastertermsconditions>

Data Processing Addendum: The data processing addendum between the parties is available at: <https://www.instructure.com/policies/data-processing-addendum>

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

Product Supplement Terms: Product Specific Supplements which can be found here: <https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

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

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

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

Method School

Signature: _____

Name: _____

Title: _____

Date: _____

Instructure, Inc. (USA/CAN)

Signature: _____

Name: _____

Title: _____

Date: _____



Resolution to Increase Board of Director Monthly Stipend

Background

The Method Schools Board of Directors has historically received a monthly stipend (currently \$500) in recognition of their service and responsibilities. As Method has expanded to three charter schools, the workload for directors has grown substantially. Board members are now required to attend additional meetings, review and approve more extensive reports, and participate in increased travel to support governance obligations across all schools.

Action

In acknowledgment of this increased commitment, the Board has reviewed director compensation and determined that a modest adjustment is appropriate. Effective 10/1/2025, the monthly stipend for each Board member will be increased from **\$500 to \$600 per month**.

Rationale

This adjustment reflects the additional time, expertise, and responsibilities required of directors as Method continues to expand. The new rate remains consistent with modest stipends paid by comparable nonprofit governing boards, and it is deemed fair, reasonable, and in the best interests of the organization.

Resolution

RESOLVED, that effective 10/1/2025, compensation for Method Schools Board of Directors is set at **\$600 per month per director**, replacing the previous rate of \$500. The Board affirms that this compensation is fair and reasonable, in light of the duties performed and the growth of the organization.

MINUTES (in Review)



BOARD OF DIRECTORS REGULAR MEETING

Name:	Method Schools Corporation
Date:	Monday, September 8, 2025
Time:	6:00 PM to 7:23 PM (PDT)
Location:	Method HQ, 27232 Via Industria, Temecula, CA 92590
Board Members:	Carolyn Andrews, Gloria Vargas, Shannon Clark, Steven Dorsey, Tyler Roberts
Attendees:	Jade Fernandez, Jessica Spallino, Mark Holley, Pete Getz, Sarah Avanesian, Sarah Delawder, Stefanie Bryant, Tracy Robertson

1. Opening Meeting

1.1 Roll Call

2. Public Comment

2.1 Instructions for Presentations to the Board by Parents and Citizens

3. Management Reports

3.1 CEO Report

3.2 CBO Report

3.3 CAO Report

3.4 Director of Expansion Report

4. Major Decisions

4.1 Board Policy Method Summit Academy Attendance Policy



Passes unanimously

Passes unanimously

Decision Date: Sep 8, 2025

Mover: Tyler Roberts

Second: Gloria Vargas

Outcome: Approved

**Board Policy Method Summit Academy Attendance Policy**

5 Supported: Carolyn Andrews , Gloria Vargas , Shannon Clark , Steven Dorsey , Tyler Roberts

0 Opposed:

0 Abstained:

Decision Date: Sep 8, 2025

Mover: Jade Fernandez

Outcome: Approved

4.2 Board Policy 4140 Revision**Passes unanimously**

Passes unanimously

Decision Date: Sep 8, 2025

Mover: Steven Dorsey

Second: Tyler Roberts

Outcome: Approved

**Board Policy 4140 Revision**

- Revised for clarification on eligibility & intermittent leave

5 Supported

0 Opposed

0 Abstained

Decision Date: Sep 8, 2025

Outcome: Approved

4.3 Board Policy 3010 Revisions- Fiscal Policies & Procedures**passes unanimously**

passes unanimously

Decision Date: Sep 8, 2025

Mover: Gloria Vargas

Second: Tyler Roberts

Outcome: Approved

**Board Policy 3010 Revisions- Fiscal Policies & Procedures**

Policy available via link: [Fiscal Policies & Procedures](#)

5 Supported: Carolyn Andrews , Gloria Vargas , Shannon Clark , Steven Dorsey , Tyler Roberts

0 Opposed:

0 Abstained:

Decision Date: Sep 8, 2025

Outcome: Approved

4.4 Student Parent Handbook 25-26 Revisions**passes unanimously**

passes unanimously

Decision Date: Sep 8, 2025
Mover: Gloria Vargas
Second: Steven Dorsey
Outcome: Approved



Student Parent Handbook 25-26 Revisions

- Grade Scale Changes
- Condensing Special Education section

[Document viewable via link: 2025-26 Student/Parent Handbook](#)

5 Supported: Carolyn Andrews , Gloria Vargas , Shannon Clark , Steven Dorsey , Tyler Roberts

0 Opposed:

0 Abstained:

Decision Date: Sep 8, 2025

Outcome: Approved

4.5 Board Policy 6150 Revisions- Work Sample & Attendance Documentation Policy



Minor revisions unanimously passes

Minor revisions

unanimously passes

Decision Date: Sep 8, 2025

Mover: Tyler Roberts

Second: Gloria Vargas

Outcome: Approved



Board Policy 6150 Revisions- Work Sample & Attendance Documentation Policy

5 Supported: Carolyn Andrews , Gloria Vargas , Shannon Clark , Steven Dorsey , Tyler Roberts

0 Opposed:

0 Abstained:

Decision Date: Sep 8, 2025

Outcome: Approved

4.6 Unaudited Actuals Report- Method Schools & Method Schools, LA

Wrapping up audit- no major changes as we begin the audit early.

Cash accounts are positive for both charters, very sustainable, cash reserves



passes unaminously

passes unaminously

Decision Date: Sep 8, 2025

Mover: Steven Dorsey

Second: Tyler Roberts

Outcome: Approved

**Unaudited Actuals Report- Method Schools & Method Schools, LA****5 Supported:** Carolyn Andrews , Gloria Vargas , Shannon Clark , Steven Dorsey , Tyler Roberts**0 Opposed:****0 Abstained:****Decision Date:** Sep 8, 2025**Outcome:** Approved**4.7 Board Resolution for MSA SD Treasury/Fund 62 Account**

Required to get an SD Treasury account opened up for MSA

**passes unanimously**

passes unanimously

Decision Date: Sep 8, 2025**Mover:** Gloria Vargas**Second:** Tyler Roberts**Outcome:** Approved**Board Resolution for MSA SD Treasury/Fund 62 Account****5 Supported:** Carolyn Andrews , Gloria Vargas , Shannon Clark , Steven Dorsey , Tyler Roberts**0 Opposed:****0 Abstained:****Decision Date:** Sep 8, 2025**Outcome:** Approved**4.8 LACOE Board Certificate of Signatures.****LACOE Board Certificate of Signatures.****5 Supported:** Carolyn Andrews , Gloria Vargas , Shannon Clark , Steven Dorsey , Tyler Roberts**0 Opposed:****0 Abstained:****Decision Date:** Sep 8, 2025**Mover:** Stefanie Bryant**Outcome:** Approved**4.9 Dehesa/Method Summit Academy MOU**

Method Summit Academy

**Discussion- moved to next meeting**

Discussion- moved to next meeting

Decision Date: Sep 8, 2025**Dehesa/Method Summit Academy MOU****5 Supported:** Carolyn Andrews , Gloria Vargas , Shannon Clark , Steven Dorsey , Tyler Roberts

0 Opposed:**0 Abstained:****Decision Date:** Sep 8, 2025**Outcome:** Approved

4.10 SITE ACQUISITION AND COST-SHARING AGREEMENT

**Discussion-** moved to next meeting

Discussion- moved to next meeting

Decision Date: Sep 8, 2025

SITE ACQUISITION AND COST-SHARING AGREEMENT

Between Method Schools & Dehesa School District

5 Supported: Carolyn Andrews , Gloria Vargas , Shannon Clark , Steven Dorsey , Tyler Roberts**0 Opposed:****0 Abstained:****Decision Date:** Sep 8, 2025**Outcome:** Approved

5. Consent Items

5.1 Confirm Minutes- 6-25-2025

Method Schools Board of Directors Meeting Jun 24, 2025, the minutes were confirmed as presented.

5.2 Check Register, June-August

**pass**

pass

Decision Date: Sep 8, 2025**Mover:** Gloria Vargas**Second:** Tyler Roberts**Outcome:** Approved

Check Register, June-August

5 Supported: Carolyn Andrews , Gloria Vargas , Shannon Clark , Steven Dorsey , Tyler Roberts**0 Opposed:****0 Abstained:****Decision Date:** Sep 8, 2025**Outcome:** Approved

6. Discussion

6.1 Discussion

7. Close Meeting

7.1 Close the meeting

Next meeting: No date for the next meeting has been set.

Signature: _____

Date: _____