

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2021 (“**Effective Date**”) by and between Sequoia Grove Charter Alliance, a California nonprofit public benefit corporation (“**SGCA**”) and Clarksville Charter School, a California nonprofit public benefit corporation (“**School**”), each of which may be referred to herein as a “**Party**” or collectively as the “**Parties**”, with respect to the following:

WHEREAS, SGCA formed to serve as a supporting organization pursuant to Internal Revenue Code Section 501(c)(3) by providing task-related administrative support services and goods to the public charter schools operated by its members, and under the supervision and ultimate decision-making authority of the governing body of its members.

WHEREAS, School is a member of SGCA pursuant to Corporations Code Section 5056 and the Bylaws of SGCA. School operates a California public charter school by the same name, Clarksville Charter School, pursuant to a charter authorized by the Buckeye Union School District for a term of five years from July 1, 2020 through June 30, 2025 (“**Charter**”).

WHEREAS, School desires to contract with SGCA for administrative support services pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the School’s Charter, and that this Agreement provides for SGCA to deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Relationship of the Parties; Scope of Authority. SGCA will deliver task-related services and goods pursuant to this Agreement that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. The Parties understand and agree as follows:

a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. The governing body of the School, and not SGCA, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring that the School adheres to all applicable law and is accountable to its authorizer pursuant to the Charter.

b. School shall at all times remain an independent, self-governing public body that shall comply with applicable laws, including but not limited to the California Brown Act, Public Records Act, Political Reform Act, and the provisions of Government Code section 1090, *et seq.*

c. To the extent not otherwise specified as a duty of SGCA pursuant to the scope of Services, all duties applicable to the proper operation of the School’s public charter schools and maintenance of applicable academic standards shall remain the responsibility of School.

d. While SGCA may make recommendations to the governing body of the School

regarding any arrangements for legal services for School pursuant to the scope of Services, School and its governing body may hire legal counsel as School may deem appropriate and necessary.

e. SGCA will not be required to provide any service set forth in this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause or causes outside SGCA's and/or School's reasonable control, would require SGCA or School to violate applicable law, or cause SGCA to be considered an "entity managing a charter school" pursuant to the Charter Schools Act.

f. SGCA will use, pursuant to the terms and conditions described in this Agreement, best efforts to provide all Services in a manner it believes to be in the best interests of School and with due care, in good faith, and in exchange for reasonable compensation taking into account that SGCA is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).

g. To the extent there are any conflicts between the terms of the School's Charter and the terms of this Agreement, the terms of the Charter shall control.

h. SGCA will not have the authority to enter into or bind the School in any contract or other obligation absent express written authority from School.

2. Independent Service Provider. The Parties acknowledge that School is a member of SGCA pursuant to California Corporations Code Section 5056. The relationship created by this Agreement is that of SGCA as a service provider to School, it does not create a partnership, joint venture, or employment relationship. Nothing in this Agreement shall confer upon any SGCA or School employee any rights or remedies, including any right to employment, as an employee of the other Party. The Parties agree as follows:

a. All SGCA employees providing services to School shall be and remain employed by SGCA and shall at all times be subject to the direction, supervision and control of SGCA. All School employees shall be and remain employed by School and shall at all times be subject to the direction, supervision and control of School.

b. School shall not have any right to terminate the employment of any SGCA employee providing services to the School. SGCA shall not have any right to terminate the employment of any School employee.

c. The Parties agree that SGCA shall not lease its employees to the School. School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. School shall determine and manage compensation (salary and benefit) plans for its employees; provided, however, that School shall oversee and may consult with SGCA and SGCA will assist with providing payroll and related services pursuant to the scope of Services.

d. SGCA certifies that any of its employees who perform school-site services or transportation services for School, or who may have substantial contact with students at School as determined by School in its reasonable discretion, shall be screened in compliance with Education Code section 45125.1 and SGCA shall otherwise comply with that statute.

3. Services Provided by SGCA. During the term of this Agreement, SGCA shall provide to School the goods and services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the "**Services**"). SGCA is not obligated to devote all of its time or efforts to School, but shall devote the time, effort, and skill reasonably necessary to provide the Services to School. SGCA

reserves the right to subcontract with third parties for the provision of the Services. The Parties may mutually agree to modify the Services at any time by amending Attachment A in writing; provided, however, the Parties will also adjust the Annual Fee commensurately pursuant to Section 5, if necessary, and SGCA shall only deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

4. Term. The term of this Agreement shall commence on July 1, 2021 and continue through June 30, 2022 and shall automatically renew for consecutive one (1) year terms unless otherwise terminated pursuant to section 14, subject to any amendments to the Services or Annual Fee in accordance with Sections 3 and 5. This Agreement may be amended in accordance with Section 22 or terminated in accordance with Section 14.

5. Annual Fee. As compensation for the Services during the first year of the Term (the 2021- 22 fiscal year), School shall pay SGCA an annual fee of nine percent (9%) of the School's annual "Revenue" while the Parties determine SGCA's actual costs for performing such Services. For purposes of this Agreement, Revenue shall mean the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02 and implemented by Section 42238.3. Revenue shall not include charitable contributions made to the School, one-time or federal restricted grant funds such as PCSGP grants, or other federal funding programs.

a. The Annual Fee shall be paid by School to SGCA in twelve (12) monthly installments per fiscal year with each payment being due no later than the tenth (10th) day of each month in which a payment is due.

b. At the end of each fiscal quarter and annually no later than June 30, SGCA shall reconcile its actual expenses to provide the Services to its four (4) members per quarter and in said year. In the event that the total revenue that SGCA receives exceeds its actual expenses, SGCA shall refund the school's proportionate share of said overpayment to School within thirty (30) days of the end of the fiscal year. In the event that the total amount of the Annual Fee paid by School for the subject year is less than the school's share of SGCA's actual expenses based on the third quarter financials, SGCA will request the governing board of the school to approve an additional payment by the end of the fiscal year.

c. The Annual Fee shall be reviewed and renegotiated by the SGCA and its members at the end of each fiscal year based on SGCA's projected annual costs to provide the Services for the coming fiscal year. In addition, any member or SGCA may propose at any time during the term

adjustments to increase or decrease the Annual Fee, taking into account that SGCA is organized as a 501(c)(3) tax-exempt supporting organization. The SGCA and its members shall negotiate any such adjustments in good faith, and any adjustment of the Annual Fee shall be documented in writing approved by both Parties' governing bodies.

6. Costs. In addition to the Annual Fee, School shall reimburse SGCA for direct "pass through" costs and expenses, according to the pass through agreement, incurred in performing the Services specifically for School with prior approval of the school consistent with school fiscal policies and procedures, including, but not limited to: equipment, materials, or supplies purchased from third parties at the request of the School; platform subscription or license fees; filing or corporate fees; marketing communication, and development costs (e.g. print materials, postage for mailers, and costs of newspaper, radio, television, billboard or other broadcast advertisements); and fees of other third parties consulted by SGCA at the request of the School. However, no pass-through costs will be owed for expenses that are built into SGCA's Annual Fee, including services provided by subcontractors.

a. In the event that SGCA purchases equipment, materials, or supplies at the request of the School pursuant to this Agreement, SGCA shall be responsible for compliance with the procurement policies and processes approved by the governing body of the School and shall not include any mark-up, added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies that SGCA purchases on behalf of the School shall be and remain the property of the School.

b. Marketing, communication and development costs charged to School with prior approval shall be limited to those costs specific to the School's program, and shall not include any costs for the marketing of the Sequoia Grove Charter Alliance brand or development of SGCA goods, service or intellectual property.

c. All reimbursable costs of SGCA charged to School shall be itemized on SGCA invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g. copies of receipts or purchase orders).

7. Annual Notice. As a supporting organization for its members, SGCA shall, at least annually, provide School with a copy of its most recent Form 990, a description of the support, in services and otherwise, provided to its members, and its most current articles and bylaws, not later than the 5th day of the 5th month after the close of the year for which the Form 990 is filed.

8. Cooperation. School shall make available to SGCA, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for SGCA to provide the Services under this Agreement. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with SGCA to facilitate SGCA's effective performance and delivery of the Services.

9. Conflicts of Interest. The Parties recognize that it is important that School be assured that SGCA staff acts at all times with integrity. School has adopted a conflict of interest code under the California Political Reform Act. SGCA acknowledges that School may require certain SGCA staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that act.

10. Intellectual Property. The intellectual property, including any work product, materials, products, inventions, works, and deliverables ("**Intellectual Property**"), developed or prepared by SGCA pursuant to this Agreement is and shall remain the exclusive property of SGCA. Similarly, any Intellectual Property owned by School, or another member of SGCA, and used by SGCA related to this Agreement is and shall remain the property of School, or the other member of SGCA. No Party shall have the right to grant a license, sublicense, or any other use or rights to the Intellectual Property of the other Party. Upon expiration or termination of this Agreement, the Intellectual Property of each Party in the possession of the other Party shall be returned and/or destroyed, as applicable.

11. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Party's Confidential Information.

- a. "**Confidential Information**" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental

agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.

c. The Parties understand and acknowledge that School's financial, educational, and student records are School property and may be subject to the California Public Records Act. SGCA shall make all School records physically or electronically available to School, upon School's request.

d. The finance and other records of the School maintained by SGCA shall be made available to the School's independent auditor upon request.

e. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

12. Student Information. The Parties will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy. SGCA is a "third party" which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. SGCA shall be designated as having a legitimate educational interest in accessing School's student education records, as that term is defined by and for purposes of FERPA, thereby allowing SGCA to access personally identifiable information from student education records from School in order to provide its services. For purposes of this Agreement, the term "personally identifiable information" ("PII") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. SGCA shall not use or disclose pupil records, including personally identifiable information, received from or on behalf of School except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by School. SGCA shall protect the pupil records it receives from or on behalf of School in full compliance with state and federal law. SGCA will designate and train responsible individuals to ensure the security and confidentiality of pupil records. SGCA shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of School. In the event of an unauthorized disclosure of PII, SGCA shall notify School as soon as practicable, and shall, upon School's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

b. SGCA shall not use PII in pupil records to engage in targeted advertising contrary to California law.

- c. Within 60 days of the termination or expiration of this Agreement, SGCA shall certify in writing that protected student information in the possession of SGCA shall be returned and/or destroyed.

13. Insurance.

a. School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. School shall name SGCA as an additional insured under all School's policies.

b. SGCA shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. SGCA shall name School as an additional insured under all SGCA's policies.

c. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

d. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School, and not employees of SGCA.

14. Termination.

a. Either Party may terminate this Agreement without cause or a financial penalty upon at least sixty (60) days' written notice to the other Party, and such termination shall be effective as of the end of the then-current school year to minimize disruptions to the School's operations and the other members of SGCA.

b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure.

c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of the Parties in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.

d. In the event of termination for any reason, the following conditions shall apply:

- i. School shall pay SGCA any due and unpaid portion of the Annual Fee and costs for Services performed by SGCA through the effective date of termination.

- ii. SGCA shall provide reasonable assistance to School to transition to another service provider, during which time School shall reimburse SGCA for all reasonable expenses incurred by SGCA in providing such transition assistance.

iii. SGCA shall work with schools to assign any equipment, vehicle or facility leases used solely by or for the benefit of or use by School.

iv. As soon as practicable, SGCA shall return to School and destroy all student-related, fiscal, human resources data, and all other records of School maintained by SGCA, whether held in electronic or physical form. SGCA shall additionally: complete a full data migration of the School's data and records in a disaggregated and accessible/usable format; migrate Google accounts from current domain to a new domain, if applicable; configure new G-Suite domains, if applicable; any transfer any ownership rights in the School's Intellectual Property, including domain name(s), website (including information on and from the website), logos, mascots, etc.

15. Liability. Each Party shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of the other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.

16. Indemnification. The Parties shall defend, indemnify, and hold each other, their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

17. Fiduciary Obligations. The governing bodies for both Parties have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the Services contained herein are in the best interests of their respective organizations, and that the compensation to be paid is fair and reasonable.

18. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

19. Dispute Resolution. If a dispute arises out of, or in connection with this Agreement, and the Parties do not resolve some or all of the dispute through negotiation, then the Parties agree to attempt to resolve the matter through mediation prior to the filing of any litigation. Following negotiations, either Party may submit a notice of intent to mediate. This notice shall be in writing and shall specify the issue(s) in dispute. The Parties agree to jointly select a mediator. Each Party shall be responsible for its own costs and expenses related to participation in mediation. Each Party shall cooperate fully and fairly with the mediator and shall attempt to reach a mutually satisfactory compromise of the matter in dispute.

20. Notice. All notices, requests, demands, or other communications (collectively "Notice") given to or by the Parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party to whom Notice is to be given, at such Party's address set forth below:

To SGCA:

Sequoia Grove Charter Alliance
8950 Cal Center Drive, Ste. 110
Sacramento, CA 95826

To School:

Clarksville Charter School
4818 Golden Foothill Parkway
El Dorado Hills, Ca 95762

21. Headings. The descriptive headings of the sections and/or paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

22. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both Parties. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the Annual Fee, if necessary. Such amendments may be negotiated directly by staff of School and SGCA at any time, and shall be brought to the governing body of each Party to approve, if necessary.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement. If School seeks to enter into a lease, promissory notes or other negotiable instruments, other agreement, or to enter into a lease-purchase agreement or other financing relationships with SGCA, such agreements shall be separate documents and not be incorporated into this Agreement or any amendments thereto. Such agreements shall be consistent with the School's authority to terminate SGCA and continue operation of the School.

24. Arm's Length and Independent Counsel. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this Agreement.

25. No Waiver. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

26. Severability. If any provision of this Agreement is invalid or contravenes California law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this Agreement.

27. Governing Law. This Agreement shall be governed by and interpreted under California law.

28. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

29. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date above.

Sequoia Grove Charter Alliance,
a California nonprofit public benefit corporation

By:
Name:
Its:
Date: , 2021

Clarksville Charter School,
a California nonprofit public benefit corporation

By:
Name:
Its:
Date: , 2021

**ATTACHMENT A
DESCRIPTION OF SGCA SERVICES**

Description of Services
<p>Enrollment: School Pathways, Compliance, CALPADS, SAA, Reg Online, Live Registration Support, Reporting and analysis, Attendance data reports, maintain accurate data for staff, Collaborates on State and Federal Reporting</p>
<p>Records: Withdrawals, Transcripts, Work Permits, Diplomas, Cumulative Files, SPED Records, Military Security Clearance Forms</p>
<p>Accountability & Compliance: Verifies & Audits Attendance Logs, Work Samples, Household Data Collection Forms, Prepares all documents for Annual Audit Guide, State Attendance Reports, SIS support to staff and families,</p>
<p>Tech Services: Contract with Charter Tech Services- Google Suite, Domain Maintenance, Google Admin Console, Firewalls, Technical Support, Phone Services, Internet Service, Software Licensing, Technology Bulk Pricing, Support, Order Fulfillment, Student & Staff Tech Equipment Order Fulfillment, Returns, and Repairs, Accounting and inventory of all Tech assets, Website support, etc..</p>
<p>Procurement: Ordering System, Order Processing, Curriculum Ordering, Bulk Purchases, Invoice Allocations, Invoicing, Groups Licensing & Group Enrollment, coordinate subscriptions ordered through the OPS system, Process and check all enrichment orders, Provide customer phone support, Audit accounts and make sure funds are correct. All procurement and curriculum support is subject to school policy and prior approval by school.</p>
<p>Mobile Lending Library: Hub Lease, Van Purchase, Driver, Inventory Oversight, Restitution process</p>
<p>Field Trips/Events: Maintain Field Trip Ordering System, Process all Field Trip Requests, Coordinate insurance, Assist with bulk orders. Support schools with staff and student events as requested. Support schools with fundraising events, the proceeds from which shall remain with the schools.</p>
<p>Community Partners: Relations, Invoicing & Onboarding, Enrichment Certificate reconciliation/adjustments, Maintain vendor supporting document including insurance and W-9s</p>
<p>Business: MOU Calculations, Divvy Card Users, Payroll Master Compilation: Stipend Forms, Submission, Tax Account Set Up AP Invoice. Processing: Smartsheet Administration, Invoice Routing, Audit Compliance</p>
<p>HR: Clocking, Contracts, Credentialing, Employment Verification, Compliance Training, Onboarding. Sequoia Grove will not make hiring/firing/evaluation decisions on behalf of the school.</p>
<p>Insurance: Procure and maintain Insurance Coverage: Events, Facilities, Board & Officers, Retirement Program Administration, Medical Benefits</p>
<p>Facilities: Lease Agreement, Business License, Alarms, Security, Pest Control, Emergency Handbook, Facilities Repairs</p>