

## **ADMINISTRATIVE SUPPORT SERVICES AGREEMENT**

This Administrative Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2022 (“**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 was 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 the member schools, and under the supervision and ultimate decision-making authority of the governing body of the member schools. SGCA will voluntarily follow the Brown Act for all governing board meetings which includes publishing their board agenda and packet online for the member schools and public to view.

**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 applicable law, 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 its designee) 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. 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.

e. SGCA will use, pursuant to the terms and conditions described in this Agreement, best efforts to provide all Services to the School 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).

f. 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. It shall be the School's sole responsibility to ensure that this Agreement and the Services provided by SGCA pursuant to this Agreement comply with and are consistent with the Charter.

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

h. SGCA shall collaborate with the School in the development, management and implementation of the services under this Agreement, including best efforts to schedule and participate in the following:

- Weekly meetings between School administration and administrative members of the CSO, including the CEO and Business Director;
- CFO of the Schools will attend weekly budget meetings of the CSO;
- Weekly meetings between the CFO of Schools and the CSO Business Director;
- Weekly meetings between School leadership and the enrollment team of the CSO;
- Weekly meetings between School leadership and the compliance team of the CSO; and
- Weekly meetings between the Instructional Materials Administrator of the Schools and CSO departments including ordering, libraries and vendors.

i. All of the School's funds shall be maintained in School's accounts, over which the governing body of the School (and its designee) shall have signature authority, to allow payment of expenses contemplated in the Board-approved budget and fees from School's accounts.

j. School shall be solely responsible to maintain day-to-day relations with the Authorizers or other appropriate regulators.

**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 or joint-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 support in the areas of human resources, payroll, benefits and related services pursuant to the scope of Services. It shall be the School's sole responsibility to provide any applicable notice(s) to its employees regarding SGCA's provision of such support to the School or access to the School's records.

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 using its best efforts. With written permission of the School, SGCA may 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. As of the Effective Date, SGCA certifies that it is and shall remain in compliance with all local, state, and federal laws, ordinances, regulations, and statutes relating to this Agreement and the performance of the Services ("**Applicable Laws**"), including, but not limited to FERPA and the Health Insurance Portability and Accountability Act ("**HIPAA**") to the extent applicable to SGCA.

**4. Term.** The term of this Agreement shall commence on July 1, 2022 and continue through June 30, 2023, and 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 23 or terminated in accordance with Section 15.

**5. Annual Fee.** School shall pay SGCA an annual fee for the 2022-2023 school year in the total amount of \$1,697,136.81 ("**Annual Fee**").

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 (10<sup>th</sup>) day of each month. The annual fee will be invoiced monthly using the following Goal Code and percentage breakdown:

- Instructional Services: 70% of the Annual Fee divided by 12; and,
- Management Fee: 30% of the Annual Fee divided by 12.

b. The Annual Fee shall be reviewed and renegotiated by SGCA and the member schools at the end of each fiscal year based on SGCA's projection for its total costs to provide the Services for the coming fiscal year and the manner by which SGCA and the member schools that it will support during the coming fiscal year agree to apportion the projected total costs between the schools. In addition, any member school or SGCA may propose at any time during the term adjustments to increase or decrease the Annual Fee (e.g. as a result of the schools' increased enrollment causing SGCA to hire additional employees), taking into account that SGCA is organized as a 501(c)(3) tax-exempt supporting organization. SGCA and its member schools shall negotiate any such adjustments in good faith, and any adjustment of the Annual Fee shall be documented in writing approved by the governing bodies of the member schools at a regularly scheduled board meeting.

c. Detailed monthly budget reports from SGCA shall be provided to the governing body of the School for review.

**6. Costs.** In addition to the Annual Fee, School shall reimburse SGCA for direct "pass through" costs and expenses, pursuant to a written pass through agreement, if any, incurred in performing the Services with prior approval of the School consistent with the School's 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. All agreed upon 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 member schools, 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 member schools, and its most current articles and bylaws, not later than the 5<sup>th</sup> day of the 5<sup>th</sup> month after the close of the year for which the Form 990 is filed. Any and all changes to articles and bylaws shall be done with the approval of the member schools.

**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. SGCA shall make available to School, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for School to meet compliance deadlines and operational requirements.

**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 school supported by SGCA, and used by SGCA related to this Agreement is and shall remain the property of School, or the other member school. Neither party shall be allowed to alter, arrange, transform, modify or create derivative works from the Intellectual Property of the other. All Intellectual Property created independently by either party shall remain that party's Intellectual Property. 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. All jointly created materials and documents shall be shared by both parties in the event that the service agreement is terminated.

a. **Domain Name, Google Emails, and Data.** The School is the registered owner of the Domain name. All School email and data housed on the Google tenant platform shared with SGCA is owned by the School. The Google tenant is shared and administered in collaboration with SGCA. This co-hosting does not waive the legal ownership of all email and data for the School housed within the Google tenant. The School reserves the right to have supervised administrative access to the Google tenant for the purpose of data migration. There is no presumed access to School's email and data housed on the Google tenant by SGCA. The School maintains exclusive ownership of its emails and data. No breach of this firewall may occur without explicit written permission from the School's Executive Director.

**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 administrative, technical, and physical safeguards to 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 of the School.

e. Monthly financial reports of the fiscal components of SGCA will be provided to the Executive Director, CFO, and Board President for the School.

f. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and SGCA shall not keep copies of any School Confidential Information.

g. SGCA shall ensure that only those with a need to have access to the School's Confidential Information has access to these records. SGCA agrees that its staff will sign confidentiality agreements, if requested by School.

**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 compliance with applicable 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 administrative, technical and physical security measures to preserve the confidentiality 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.

c. SGCA shall not use PII in pupil records to engage in targeted advertising.

d. Within 60 days of the termination or expiration of this Agreement, SGCA shall certify in writing that all protected student information in the possession of SGCA has been returned.

### **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. At a minimum, SGCA shall procure and maintain general liability insurance covering all activities of SGCA personnel performing the obligations of this Agreement with coverage of not less than one million dollars (\$1,000,000) for any incident, two million dollars (\$2,000,000) annual aggregate per incident, and three million dollars (\$3,000,000) excess liability policy for a minimum of five million dollars (\$5,000,000) aggregate limit. At a minimum, SGCA shall procure and maintain professional liability insurance covering all activities of SGCA personnel performing the obligations of this Agreement with coverage of not less than three million dollars (\$3,000,000). Coverage should include abuse and molestation and assault and battery coverage with no exclusions, which coverage shall be obtained by SGCA as soon as practicable. SGCA shall add School as an additional insured to SGCA's general liability insurance policy and shall provide School with such proof upon School's request. SGCA's applicable policies shall be primary and non-contributory and waiver of subrogation endorsements.

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

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

**14. Quality Control.** SGCA agrees to use its best efforts to maintain high quality and responsive services at all times. If School has a concern regarding the quality of any SGCA Service (or a concern regarding any SGCA employee providing services to the School), it shall provide the details of the concern in writing to the CEO of SGCA, noting the particular service and the concerns and facts supporting the quality concern ("**Notice of Concern**"). SGCA will work to improve any service quality concern noted in the Notice of Concern pursuant to this section as quickly as possible, but in no event more than five (5) business days following receipt of the Notice of Concern. If the School continues to have a concern

regarding the quality of the service noted in the Notice of Concern, the School may issue a Corrective Action Plan (“CAP”) to SGCA reasonably designed to ameliorate the quality concern. The CAP will include: (1) an assessment of the quality deficiency; (2) a synopsis of the corrective action(s) to be taken; and (3) planned CAP completion date (i.e., when all corrective actions will be completed). If SGCA fails to fully implement the CAP or fails to fully implement the CAP by the date specified therein, the School may take over that particular service(s) and determine how much the School’s Annual Fee, as described in Section 5, shall be reduced by the reduction in services.

**15. 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 operations of the other member schools supported by 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. If the Party fails to cure the breach to the satisfaction of the other, the Agreement may be terminated immediately following the cure period.

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:
- 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.
  - 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.
  - School shall cease all use of the Intellectual Property of SGCA as soon as reasonably practicable, but in no event later than the current school year.
  - As soon as practicable, SGCA shall return to School 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; and 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.

**16. 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.

**17. Indemnification.**

a. SGCA shall indemnify, defend, and hold harmless the School, and its officers, employees, and agents ("**School Indemnitees**"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("**Claims**"), raised by third parties against any School Indemnitees arising out of the SGCA's performance of its obligations under this Agreement, negligence, or willful misconduct, except for such loss or damage arising from the sole negligence or willful misconduct of the School Indemnities. In the event any School Indemnitee is made a party to any Claim arising from SGCA's actions, SGCA shall provide a defense to the School Indemnites or at the School's option reimburse the School Indemnites their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

b. School shall indemnify, defend, and hold harmless the SGCA, and its officers, employees, and agents ("**SGCA Indemnites**"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("**Claims**"), raised by third parties against any SGCA Indemnites arising out of the School's performance of its obligations under this agreement, negligence, or willful misconduct, except for such loss or damage arising from the sole negligence or willful misconduct of SGCA. In the event any SGCA Indemnitee is made a party to any Claim arising from School's actions, School shall provide a defense to the SGCA Indemnites or at the SGCA's option reimburse the SGCA Indemnites their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

c. Notice and Defense. The indemnified party pursuant to Section 17(a) or 17(b) above (the "**Indemnified Party**") shall give the party providing indemnification thereunder (the "**Indemnifying Party**") prompt written notice of any claims, losses, damages, liabilities, penalties, fines, expenses or costs subject to indemnification ("**Indemnified Claims**"), and the Indemnifying Party may undertake the defense thereof by representatives chosen by the Indemnifying Party and agreed to by the Indemnified Party, which agreement will not be unreasonably withheld, delayed, or conditioned. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, solely for the use of the Indemnifying Party and its representatives in defending any such Indemnified Claim, and shall in other respects give reasonable cooperation in such defense.

**18. 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.

**19. 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.

**20. 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. If the matter is not resolved pursuant to this section in thirty (30) days from initiation of the dispute resolution either party may resort to any legal remedy available to that party including litigation.

**21. 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  
ATTN: Royce Gough, Executive Director  
8950 Cal Center Drive, Suite 110  
Sacramento, CA 95826  
Email: royce.gough@sequoiagrove.org

To School: Clarksville Charter School  
ATTN: Jenell Sherman, Executive Director  
4818 Golden Foothill Pkwy, Suite #9  
El Dorado Hills, CA 95762  
Email: jenell.sherman@sequoiagrove.org

**22. 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.

**23. Amendments.** No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both Parties indicating an intent to amend this Agreement. 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. If any Authorizer raises material concerns in relation to this Agreement or the delivery of the Services, the Parties will discuss and negotiate in good faith how to address such concerns and whether any modifications to the Services or this Agreement are necessary.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

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

**29. 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.

**30. Counterparts.** This Agreement may be executed in two or more counterparts, including by DocuSign or other electronic signature, 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

Clarksville Charter School,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_, 2022



## **ATTACHMENT A**

### **DESCRIPTION OF SGCA SERVICES**

#### **1. INSURANCE / GROUP RATE FOR MEDICAL BENEFITS / ENROLLMENT AND SUPPORT**

- A. Manage Insurance liability coverage for schools, events, Boards, and facilities
- B. Provide and support Open Enrollment
- C. Benefits site maintenance
- D. Secure group rates for Medical Benefits
- E. Ongoing benefits support for Teachers and Staff
- F. Coordinate and administer health, life, and retirement benefits

#### **2. ORDERING AND RELATED SYSTEMS**

- A. Enrichment Ordering process development, operation, staff
- B. Curriculum/ Services Ordering
- C. Regional Lending Library
- D. Online Subscriptions
- E. Process and check all student orders
  - a. Provide customer phone/email support
  - b. Audits accounts and makes sure funds are correct
  - c. Complete processes with uploading of back-up to DIVVY for credit card purchases
- F. Hold weekly meetings with Charter Leadership

#### **3. HUMAN RESOURCES**

*Assist with the services listed below until the transition of services to the new Director of Human Resources in the schools is completed. At that time these services will no longer be provided by SGCA with the exception of the custodian of records for live scan results*

- A. Posting open positions internally and externally
- B. Assist schools with credential verification
- C. Coordinate and administer health, life, and retirement benefits
- D. Provide onboarding for new staff
  - a. Rate-in transcripts to salary tables
  - b. Process new hire packet
  - c. Point of contact for all departments for onboarding/off-boarding
  - d. Custodian of Record for live scan results
  - e. Contract creation using member schools' templates
  - f. Send payroll and employee file all documents needed for hire
  - g. Additional stipend contract creation using member schools' template
  - h. Process employment changes including salary schedule adjustments, position moves/ transfers, employee exits, etc.
  - i. Processing of PAN forms
- E. Recommend changes and revisions to employment policies and employee handbooks
- F. Maintain staff records on schools owned shared drive.

- G. Provide school administration advice for personnel issues as requested.
- H. Consultation services to include:
  - a. Tracking leave of absence benefits
  - b. Tracking Workers Compensation claims

**4. GROUPS LICENSING AND GROUP ENROLLMENT**

- A. Serve as an “honest broker” to purchase requested group licenses shared amongst the member schools.
- B. Maintain Single Sign-On with the various subscriptions. Subscriptions vary year to year based on school input and availability.
- C. Negotiate bulk pricing
- D. Coordinate bulk purchases and subscriptions

**5. CURRICULUM ORDER FULFILLMENT**

- A. All Access
  - a. Platform Curriculum
  - b. Virtual Courses Curriculum and Registration
  - c. Oversee All Access curriculum options
- B. Maintain Curriculum Ordering
- C. Load student accounts for group managed curriculum
- D. Provide information, support, and load all curriculum
- E. Project annual and multi-year planning amounts
- F. Provide curriculum information for Homeschool Teacher Handbook
- G. Provide staff training and support in curricular programs as requested

**6. GOOGLE SUITE - WEBSITE - HST HANDBOOK**

- A. Google Suite
  - a. Domain management
  - b. Email management
  - c. Provide both technical and individual support for Google Suite and Drive
- B. Maintain School Website
  - a. Provide leadership for overall design and direction of school websites
  - b. Maintain all websites
  - c. Coordinate with school’s web team on weekly and daily website edits
  - d. Provide current media for websites and social media
  - e. Develop a multi-year design plan for all school websites
- C. Provide FinalSite portal for HST Handbook & Parent Portal
- D. Design
  - a. Provide appropriate graphics for websites and social media
  - b. Work with schools to develop multimedia for online use and presentations
- E. Branding
  - a. Assist Schools in brand consistency and promote uniformity
  - b. Assist schools in identifying brand-building areas and develop a plan to educate organization members (i.e. Style Guide)
- F. Miscellaneous
  - a. School Planners
  - b. Assist school with the design and creation of custom planner books that meet the

- needs of homeschool families
- c. Project grade-level enrollment growth to determine order quantities
- d. Assist schools as requested with front cover design, create handbook pages, insert holidays and calendar dates
- e. Orchestrate delivery logistics for planner distribution

**7. ENROLLMENT – SCHOOL PATHWAYS – CALPADS – RECORDS – SCHOOL ACCOUNTABILITY & COMPLIANCE -- AUDITS**

- A. Enrollment
  - a. Live Registration Support
  - b. Regional Phone Hotline
  - c. Email
  - d. SMS
  - e. Remote Assistance
  - f. Supported Languages (English, Spanish, Russian)
- B. Registration System (Reg-Online) Administration
  - a. Configuration and Update
  - b. Student Registration
    - i. New
    - ii. Returning
    - iii. Sibling
  - c. Provide oversight for Household Accounts
- C. Student Information System (SIS) Administration
  - a. Data Entry
  - b. Post-Import Revisions
  - c. Internal Audits
  - d. Custom Tags
- D. Enrollment Reporting and Analysis
  - a. Trend Analysis & Projections
  - b. Provide Enrollment Strategies and Support
  - C. Lottery System Administration and Implementation
  - d. Hold weekly enrollment update meetings with Charter Leadership
- E. School Pathways
  - a. Align student data collection with CALPADS
  - b. Programming of Student Information System
  - c. Liaison between Student Information System and Schools
  - d. Attend training on updates and communicate with Charter staff
  - e. Maintenance of School Pathways
  - f. Handle attendance data requests and reports
  - g. Upon request, review and recommend updates to School's attendance policies
  - h. Monitors, maintains, and updates the school's data within CALPADS
  - i. Create staff accounts
  - j. Update and maintain accurate data for staff
    - i. Credentials
    - ii. SEID number
    - iii. Classification
    - iv. Personnel Information

- v. Job Title
- vi. Employment date
- k. Create, test, and provide additional custom reports and permissions as requested by the schools
- l. Work with staff to provide necessary access to data in Pathways related to job duties
- m. Maintain accurate FTE counts for all staff
- n. Process changes to Proof of Residence in Pathways
- o. Report Immunizations
- p. Facilitate student transfers between schools
- q. Maintain course catalogs

## **8. RECORDS**

### **A. New Enrollments**

- a. Request student CUMEs from previous schools
- b. House and maintain ALL student records (CUMEs)
- c. Work with Registrars from other schools/districts to ensure overlapping enrolments are satisfactorily resolved

### **B. Withdrawals**

- a. Maintain and update Withdrawal Survey
- b. Process CUME requests and send student records to new schools
- c. Collaborate with School Accountability & Compliance to ensure proper documentation is being received from teacher/family upon withdrawal
- d. Confirm and verify in writing which school the withdrawing student will be attending
- e. Follow up with a school letter when unable to verify new school
- f. Follow up with Private Schools that are not listed on CALPADS

### **C. High School Support**

- a. Fill out, sign, and return High School Work Permit Applications
- b. Maintain and update Transcript Request Survey
- c. Provide official/unofficial transcripts to families
- d. Request transcripts from previous schools
- e. Check-in high school and college transcripts from previous schools
- f. Process high school Concurrent Enrollments (CCE's) that require transcript attachment
- g. Fill out, sign, and return Military Security Clearance Forms
- h. Print and mail High School Diplomas and official transcripts to families upon graduation
- i. Archive and house graduated senior CUMEs

### **D. Student/Teacher Services**

- a. Fill out, sign, and return Entertainment Work Permit Applications
- b. Provide Enrollment Verification letters to families
- c. Provide Withdrawal Verification letters to families
- d. In collaboration with teachers, SPED case managers, and counselors - complete, sign, and return Department of Social Services, Social Security, Department of Child and Family Services Forms as necessary

### **E. SpEd Records Specific**

- a. Progress Reports - Printing Fall and Spring Semester Progress reports for each individual SpEd student and adding a hardcopy to the SpEd files

- F. Handling all Records requests:
  - a. Follow state mandated accelerated timelines for outgoing records request
  - b. Maintain duplicate electronic copy of the SpEd hardcopy of all SpEd files released on an outgoing request. This is in case of litigation so that the schools will have an exact record of which documents were released
  - c. Maintain accurate recordkeeping data regarding all incoming and outgoing requests
  - d. Complete internal requests within 24 - 48hrs for records for the purpose of Special Education Assessments (i.e. School Psychologist or School Nurse's request).
  - e. Manage incoming records requests (for newly enrolled students). Received files are reviewed by specialists and compared against the electronic SEIS records in order to determine if any hardcopy documents may need to be scanned and added to the electronic database (SEIS)
  - f. Unidentified SpEd students: Follow the notification process for Special Education students who were not identified as SpEd during the enrollment process
  - g. Assist school staff with recovery of documentation of a SpEd student that was not self-identified at enrollment.
  - h. Complete hardcopy request for parent's Wet Signature
  - i. Maintain SPED Records in a separate location, double locked.
  - j. Retain inactive SpEd files for students still currently enrolled but have been exited from SpEd.SEIS Uploads / Attachments survey responses
  - k. Regular maintenance also includes hardcopy printing and filing whenever an electronic transaction is completed through SEIS
  - l. Newly eligible SpEd students - as students are evaluated and become eligible for Special Education IEPs a new SpEd hardcopy folder is created and filed in the appropriate file cabinet.
- G. Miscellaneous
  - a. File ELL, RFEP identification letters into student CUME's
  - b. Process legal name changes and upload appropriate legal paperwork to student's dashboard
  - c. Ensure CalPads information is up to date and accurate for each student. Work with CALPADS Team to ensure dual enrollments are resolved in an accurate and timely manner.
  - d. Archive and maintain Legal Documents including restraining orders and custody arrangements.
  - e. End of year CUME cleanup - forward all withdrawn student CUME's that have not been requested to schools listed on CALPADS
  - f. Provide student information/student records to law offices, law enforcement agencies, and probation departments as requested
  - g. Shipping costs for sending Records billed to appropriate school at actual cost
  - h. Process adult student documentation per Charter policy

## **9. SCHOOL ACCOUNTABILITY AND COMPLIANCE**

- A. State Compliance Documents
  - a. Verifies & Audits Independent Study Agreement
  - b. Verifies & Audits Attendance Logs
  - c. Verifies & Audits Work Samples
  - d. Verifies & Audits Household Data Collection Forms (HDCF)
  - e. Verifies & Audits Proof of Residency (POR)



- f. Performs Internal Audit
- g. Prepares all documents for Annual Audit Guide including:
  - i. CALPADS 1.18 and 1.17
  - ii. Student Selections: Master Agreement, Attendance, Work Samples
  - iii. Special Programs documentation (HDCF & EL)
- B. State Attendance Reports
  - a. Prepares all state reports: Review, analyze, and clarify data with teachers
    - i. 20-day Report
    - ii. P1
    - iii. P2
    - iv. EOY
    - v. Estimated Attendance Reports
    - vi. Civil Rights Data Collection Report
    - vii. CBEDS Report
- C. Student Information System Support to Homeschool Teachers
  - a. Parent Portal
  - b. Troubleshoot Student Information System (SIS)
  - c. Update demographics in SIS
  - d. Provide Attendance Codes, Printing, Archiving
  - e. Provide resources to support teachers with work sample, printing, archiving
  - f. Provide resources to support in generating report card
  - g. Add TK8 Classes to teachers
  - h. Support Charters with presentations on compliance documents via PowerPoint, video, or in person
  - i. Provide Weekly Updates
- D. Live Support to Homeschool Teachers
  - a. Individualized Support
  - b. SAA Email Group
  - c. SAA Phonenumber
  - d. Virtual Conference

**10. TECHNOLOGY – FIREWALLS – TECHNICAL SUPPORT – PHONE SERVICES – INTERNET SERVICE – SOFTWARE LICENSING - BULK PRICING, SUPPORT, ORDER FULFILLMENT**

- A. Student Tech Equipment Order Fulfillment, Returns, and Repairs
- B. Teacher & Staff Tech Equipment Order Fulfillment, Returns, and Repairs
- C. Set-up and maintenance of AWS account
- D. Set-up, maintenance, and distribution of Testing computers
- E. Procurement, maintenance and distribution of internet hotspots
- F. Set up and maintenance of telecommunication system (phones)
- G. Information Technology Desktop Support for Staff & Students
- H. Set up and maintenance of equipment in physical offices (internet, infrastructure, printing)
- I. Accounting and inventory of all Tech assets
- J. Maintain software agreements and licensing
- K. Tech Vendor interface
- L. AUP (Acceptable Use Policy) Compliance Support
- M. Network and Device Content Filtering and Virus Support (Compliance with: The Children Internet Protection Act (CIPA), Children’s Online Privacy Protection Act and Rule (COPPA), Family Educational Rights and Privacy Act (FERPA), and Health Insurance Portability and

Accountability Act of 1996 (HIPPA)

- N. Maintain firewall between member school and Sequoia Grove to ensure ownership and confidentiality of emails and data
- O. Maintain shared Google tenant for member school and Sequoia Grove
- P. Coordinating bulk hardware and software purchases
- Q. Shipping costs for family/ student Tech and Teacher devices billed back at actual cost to appropriate School
- R. Ensure adequate tech equipment is available for all schools for local and state testing
- S. Track and oversee computer and router numbers
- T. Provide support to all test locations and teachers throughout the window, including, but not limited to basic tech troubleshooting and student login issues

**11. LENDING LIBRARY –VAN – DRIVER – INVENTORY CONTROLS**

- A. Maintain Lending Library System
- B. Maintain Lending Library Materials/Inventory
- C. Suggest Lending Library Schedule
- D. Maintain Returns System
- E. Implement the Charter Inventory Returns Process/ restitution process
- F. Provide mobile lending library van and driver
- G. Community engagement i.e Newsletters and Social Media posts
- H. Assist with shipping process for library materials

**12. EVENTS**

- A. School Events
  - a. Provide assistance as requested for staff, student, and community events. Support may include: securing facilities, evidence of insurance coverage, preparation of consumable materials, set-up, teardown, storing of event materials, and staffing of events.
- B. Provide staff training and mentorship in soft skills as requested
- C. Provide training and workshops in writing and labs

**13. ACCOUNTS PAYABLE – INVOICE PROCESSING**

- A. Keep accurate records and correspondence with vendors, families and internal staff in regard to invoices, payment status, timeliness in response.
- B. Smartsheet processing
  - a. Invoice routing
  - b. Audit compliance via matching invoices to ordering system
  - c. Receive and verify invoices for accuracy
  - d. Assemble invoices to upload once timestamped to back office to submit for payment
  - e. Keep accurate records and correspondence with vendors, families and internal staff in regard to invoices, payment status, timeliness in response.
  - f. Updating Smartsheets with back up and data
  - g. Verify and break apart multi school bills through an MOU billing system
  - h. 1099 distribution and management

**14. PAYROLL PROCESSING**

- A. Collect contracts annually both standard and stipend one time
- B. Create spreadsheet to reflect all stipends with descriptions

- C. Collect, verify, and keep record of all time keeping in payroll system
- D. Pull report out of Student Information System to verify student counts and overages
- E. Verify any overtime hours with administration
- F. Verify sick and paid time off time taken for all staff per pay period
- G. Maintain and update payroll forms ( i.e. W4/ DE4 )
- H. W2 Management and disbursement
- I. Respond to any employment payroll related questions
- J. Process Verification of employment based on payroll records
- K. Process all benefits deductions and contributions
- L. Process all deductions outside the normal ( i.e. IRS levy or DCSS garnishments )
- M. Transfer all data over to excel spreadsheet with totals – upload to back office to cut checks.

**15. VENDOR ONBOARDING**

- A. Manage Vendor Detail List and all Vendor information in the Ordering System. This can include, but is not limited to:
  - a. Managing the vendor request survey
  - b. Sending/processing applications
  - c. Vetting applications for complete documentation prior to sending to school representative for approval
  - d. Validating insurance
  - e. Collection and Verification of W9
  - f. Produce and maintain a detailed list of services (other information required by the schools as part of the vendor requirements)
  - g. Sending contracts to vendors to ensure all signatures are fully executed before adding to school ordering system.

**16. OPERATIONS – FACILITIES MANAGEMENT – VEHICLES -- WORKSPACE**

- A. Provide facility management for school operated facilities as requested, including leases, utility contracts, janitorial, insurance, appropriate licensing
- B. Provide support for school owned vehicles including maintenance, procurement, sales
- C. Provide open workspace and access for school staff and teachers in both Sequoia Grove office building inclusive of appropriate seating, internet access, copy/fax, and comfort control