



AIMS K-12 College Prep Charter District

2018-5-29 Board Meeting

Date and Time

Tuesday May 29, 2018 at 6:00 PM PDT

Location

171 12th street, Oakland Ca, 94607

AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510) 220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
Opening Items			
A. Call the Meeting to Order			1 m
- Board President, Mr. Steven Leung			
B. Record Attendance and Guests	Vote		2 m
Roll Call for the directors of the board, and opportunity for introduction of any guest presenters			

	Purpose	Presenter	Time
C. Adoption of Agenda	Vote		2 m
- Board President, Mr. Steven Leung			
D. Public Comment on Non-Agenda Items			10 m
Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board’s agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</u>			
E. Public Comment on Agenda Items			10 m
Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board’s agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</u>			
II. Non-Action Items			6:25 PM
A. BoardOnTrack Familiarization Training	FYI		45 m
- Ms. Melissa Danisch from BoardOnTrack			
III. Closed Session			7:10 PM
A. Public Comment on Closed Session Items	FYI		10 m
Public Comment on closed session items is set aside for members of the Public to address items on the Board’s agenda for closed session. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. <u>Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).</u>			
B. Recess to Closed Session	FYI		45 m

	Purpose	Presenter	Time
1.	Public Employee Appointment – Secretary to the Board (§ 54957)		
2.	Public Employee Performance Evaluation - Superintendent (§ 54957)		
3.	Conference with Legal Counsel – Existing Litigation (§ 54956.9)		
C.	Reconvene from Closed Session	Vote	2 m
	Roll Call		
D.	Report from Closed Session	FYI	3 m
	- Board President, Mr. Steven Leung		
IV.	Action Items		8:10 PM
A.	Discussion and Possible Action Regarding	Vote	5 m
	The Approval of the Superintendent’s 2018-2019 School Year Contract		
	- Board President, Mr. Steven Leung		
B.	Discussion and Possible Action Regarding	Vote	5 m
	Approval of AIMS Board Resolution to Set a Date for a Regular Board Meeting to Approve the Superintendent’s Contract		
	- Board President, Mr. Steven Leung		
C.	Discussion and Possible Action Regarding	Vote	5 m
	Review of CSMC Services to Determine if a Competitive Bid is Required		
	- Board Treasurer, Mr. Chris Edington		
V.	Closing Items		8:25 PM
A.	Items for Next Agenda	Discuss	5 m
	-		
	-		
	-		
	-		

	Purpose	Presenter	Time
B. Adjourn Meeting	FYI		

Coversheet

Adoption of Agenda

Section: I. Opening Items
Item: C. Adoption of Agenda
Purpose: Vote
Submitted by:
Related Material: 2018-5-29 Board Meeting Agenda.pdf

American Indian Model Schools

BOARD MEETING AGENDA

Tuesday May 29th, 2018 @ 6:00 pm

171 12th Street

Oakland, CA 94607



I. CALL TO ORDER

II. ROLL CALL

III. ADOPTION OF AGENDA

IV. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment on Non-Agenda Items is set aside for members of the Public to address the items not on the Board's agenda. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).**

V. PUBLIC COMMENT ON AGENDA ITEMS

Public Comment on Agenda Items is set aside for members of the Public to address the items on the Board's agenda prior to each agenda item. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).**

VI. NON-ACTION

1. BoardOnTrack Familiarization Training

VII. PUBLIC COMMENT ON CLOSED SESSION ITEMS

Public Comment on closed session items is set aside for members of the Public to address items on the Board's agenda for closed session. The Board of Directors will not respond or take action in response to Public Comment, except that the board may ask clarifying questions or direct staff. **Comments are limited to two (2) minutes per person, and a total time allotted for all public comment will not exceed thirty (30) minutes (10 minutes per section).**

VIII. RECESS TO CLOSED SESSION

1. Public Employee Appointment – Secretary to the Board (§ 54957)
2. Public Employee Performance Evaluation - Superintendent (§ 54957)
3. Conference with Legal Counsel – Existing Litigation (§ 54956.9)

IX. RECONVENE FROM CLOSED SESSION

X. ROLL CALL

XI. REPORT FROM CLOSED SESSION

XI. ACTION ITEMS

1. Discussion and Possible Action Regarding **The Approval of the Superintendent's 2018-2019 School Year Contract**
 - President Leung

2. Discussion and Possible Action Regarding **Approval of AIMS Board Resolution to Set a Date for a Regular Board Meeting to Approve the Superintendent's Contract**
President Leung

3. Discussion and Possible Action Regarding **Review of CSMC Services to Determine if a Competitive Bid is Required**
 - Director Edington

XII. ITEMS FOR NEXT AGENDA

-
-
-
-
-
-
-
-
-

XIII. ADJOURNMENT

NOTICES: The next regular meeting of the Board of Directors Meeting will be held on June 19th, 2018 at 6:30pm. AIMS does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. Marisol Magana has been designated to receive requests for disability-related modifications or accommodations in order to enable individuals with disabilities to participate in open and public meetings at AIMS. Please notify Marisol Magana at (510)220-9985 at least 24 hours in advance of any disability accommodations being needed in order to participate in the meeting.

I, _____ hereby certify that I posted is agenda at the AIMS Campus 171 12th Street, Oakland, CA 94607 on, _____, at _____ PM Certification of Posting

Coversheet

Public Comment on Non-Agenda Items

Section: I. Opening Items
Item: D. Public Comment on Non-Agenda Items
Purpose: FYI
Submitted by:
Related Material: Public Comment Speaker Cards.pdf

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Coversheet

Public Comment on Agenda Items

Section: I. Opening Items
Item: E. Public Comment on Agenda Items
Purpose: FYI
Submitted by:
Related Material: Public Comment Speaker Cards.pdf

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Coversheet

Public Comment on Closed Session Items

Section: III. Closed Session
Item: A. Public Comment on Closed Session Items
Purpose: FYI
Submitted by:
Related Material: Public Comment Speaker Cards.pdf

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Public Comment Speaker Cards

Name: _____ Date: _____

I am a: Parent _____ Student _____ Staff _____ Grade _____

Other (please specify) _____

Agenda Item (if applicable) _____

Comment: _____

Coversheet

Recess to Closed Session

Section: III. Closed Session
Item: B. Recess to Closed Session
Purpose: FYI
Submitted by:
Related Material: AIMS Classified Interview Questions Blank.pdf
Matthew Taylor - Resume.pdf
Taylor, Matthew Edjoin Application Page 2.pdf
Taylor, Matthew Edjoin Application Page 1.pdf

AMERICAN INDIAN MODEL SCHOOLS INTERVIEW QUESTIONS FOR CLASSIFIED

Candidate: _____ Interviewer: _____

Date: _____

1. Briefly tell us about yourself; including your work experience, training and education.

1 2 3 4 5

2. Tell us why you are interested in the _____ position. Why do you feel you are the best qualified applicant for this position?

1 2 3 4 5

3. Give us an example of a time when you have had to work on many tasks concurrently.

1 2 3 4 5

4. Tell us about your experience working with data systems and computer networks.

1 2 3 4 5

(over)

5. What do you think are the most important services that the _____ Department/School provides?

1 2 3 4 5

6. Rate your own computer literacy on a scale of 1 to 10 with 10 being the highest. Describe the computer programs that you are familiar with.

1 2 3 4 5

7. Working in the _____ Department/School can be full of interruptions and changing priorities. How would you ensure that legal deadlines are met without compromising customer service?

1 2 3 4 5

8. What techniques do you use when dealing with difficult people?

1 2 3 4 5

9. _____ Services employees handle information about people that is sensitive and confidential. Please tell us about your past work experiences that have required a hi level of confidentiality.

1 2 3 4 5

TOTAL _____

Matthew Taylor Jr.

821 Boone Dr. Brentwood CA 94513

(925) 864-1656

m.taylor203@gmail.com

LEGAL EXPERIENCE

Paralegal | Law Offices of Triano & Byrne | Berkeley, CA ~ Jan 2016 - Current

- Performed document quality control, redactions and labeling
- Maintained client / matter specific libraries in hardcopy or electronic format
- Learned and utilized the firm's technology, including firm-wide applications as well as applications specific to the relevant practice group
- Managed client intake and discovery processes
- Managed all case files and evidence both electronically and in hard copy through stages of discovery, litigation and trial
- Managed time entry and billing software, prepared client billing statements, financial reports
- Filed pleadings with court clerk and completed e-filing with state courts
- Day to day office administration including: answering phones, maintaining calendars, ordering office supplies and administering the comprehensive client database
- Managed and reconciled trust account records
- Drafted client fee agreements for all new clients
- Drafted and edited various correspondence
- Supervised and delegated tasks to legal staff to ensure reception duties are completed to office standard.

Paralegal Intern | Layton Law Office | Brentwood, CA ~ March 2015 - July 2015

- Performed legal research using Lexis Nexis and West Law
- Completed Family Law Judicial Council Forms - PODs, Income Declarations, etc
- Assisted in drafting multiple demurrers in multiple personal injury cases
- Performed case law research
- Experience with Martin Deans legal document system

EXPERIENCE

Online Customer Service Rep | Wells Fargo Bank | Concord, CA ~ June 2015 - November 2015

- Engaged every customer by phone with information and suggestions for new financial products or services focused on satisfying all of Wells Fargo's customers' financial needs
- Met and exceeded monthly sales goals

- Maintained a calm and professional attitude while assisting with customer complaints and claims
- Completed customer transactions and navigation over the phone

Service Specialist | Wells Fargo Bank | Pleasant Hill, CA ~ December 2013 - June 2015

- Provided excellent customer service while representing company values
- Introduced customers to products and services and generate leads for cross selling
- Maintained and balanced a cash drawer daily
- Processed multiple transactions throughout the day while adhering to banking regulations
- Maintained a professional demeanor in a fast paced environment, while paying close attention to detail

Electronics Team Trainer | Target | Antioch, CA ~ June 2008 - December 2013

- Supervise electronics department team to ensure the following:
 - Weekly sales goals are being achieved
 - Continuing team product and company policy knowledge
 - Training new team members
 - Maintaining a healthy team environment

EDUCATION

California State University East Bay, Hayward, CA ~ American Bar Approved Paralegal Studies Program

- Paralegal Certificate
- Courses completed include Introduction to Law; Litigation I & II; Legal Research & Writing I & II; Contract Law; Personal Injury and Tort Litigation; Ethics; Computer Applications

Los Medanos College, Pittsburg, CA ~ Associates Degree, In Progress

- Political Science Major

Liberty Union High School, Brentwood, CA ~ Diploma Earned 2008

- Business and Technology Student Award

Certifications

Notary Public Commission # 2088523

Paralegal Certificate

Supervisor job Title Managing Attorney/ Owner
 Your Job Title Paralegal
 Hours/Week 40
 Job Duties _____
 Reason For Leaving _____

2. Employer Wells Fargo Bank
 Date From 6/1/2015 To 11/30/2015

Current Employer Please don't contact

Address _____
 Name of Immediate Supervisor Hasiba Mosenzada Phone _____
 Supervisor job Title Service Manager
 Your Job Title Online Customer Service Representative
 Hours/Week 40
 Job Duties _____
 Reason For Leaving _____

3. Employer Wells Fargo Bank
 Date From 12/1/2013 To 6/1/2015

Current Employer Please don't contact

Address _____
 Name of Immediate Supervisor Kelley Riley Phone _____
 Supervisor job Title Service Manager
 Your Job Title Teller
 Hours/Week 40
 Job Duties _____
 Reason For Leaving _____

PROFESSIONAL REFERENCES

1. Name Mayra Contreras
 Organization/Company American Indian Model School
 Phone 925-350-9199
 Title Administrative Clerk
 Email myra.contreras@icloud.com

2. Name Hasiba Mosenzada
 Organization/Company Wells Fargo Bank
 Phone 925-522-6333
 Title Service Manager
 Email _____

3. Name Anoopum Jassal
 Organization/Company Law Offices of Triano & Byrne
 Phone 510-2202720
 Title Associate
 Email _____

Coversheet

Report from Closed Session

Section: III. Closed Session
Item: D. Report from Closed Session
Purpose: FYI
Submitted by:
Related Material: Lumbee Settlement Agreement.pdf

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA

Lumber Holdings, LLC,

Plaintiff (s),

vs.

American Indian Model

Schools

Defendant (s).

CASE NO. RG 15 788943

STIPULATION FOR SETTLEMENT

CONFIDENTIAL

NOT CONFIDENTIAL

IT IS HEREBY STIPULATED THAT THIS MATTER IS DEEMED SETTLED AT A JUDICIALLY-SUPERVISED SETTLEMENT CONFERENCE, AND PURSUANT TO THE PROVISIONS OF CODE OF CIVIL PROCEDURE SECTION 664.6, ON THE FOLLOWING TERMS AND CONDITIONS. THE PARTIES REQUEST, AND THE COURT HEREBY AGREES, THAT THE COURT SHALL RETAIN JURISDICTION TO ENFORCE THE TERMS OF THIS SETTLEMENT.

1. DEFENDANT(S) American Indian Model Schools ("Defendant(s)") shall pay to PLAINTIFF(S) Lumber Holdings, LLC ("Plaintiff(s)") the gross sum of \$ 200,000 (Two Hundred Thousand Dollars) as payment in full and complete settlement of all claims arising from the events described in the complaint or contained in this law suit or any claims or causes of action which could have or should have been contained in this lawsuit. Said payment shall be made no later than (*complete appropriate line*):
 - (a) — days after the date of this stipulation for settlement;
 - (b) 30 days after the parties execute the separate release and settlement agreement described in paragraph 6(a) below; *which is attached hereto.*
 - (c) _____, 2018;
 - (d) as described in paragraph 6 below or on the attachment hereto.

2. This settlement does does not dispose of the entire case.

3. All parties agree that this settlement is binding and enforceable. All parties agree not to come back to this court or any other court at any other time anywhere in the world and try to undo or re-do this settlement and they further agree to accept this settlement with the knowledge that all the parties will be barred from proceeding against any person or entity in this lawsuit as well as any person or entity anywhere in the world in the future regardless of what might happen in connection with any claims or causes of action which could have or should have been contained in their lawsuit. Additionally, this settlement is final and therefore there will be no court trial or jury trial under any circumstances whatsoever. There will be no appeals and all parties give up their right to an appeal. It is the intent of all parties to this agreement that the terms contained in this document represent a final, binding and enforceable agreement.

4. All parties will be responsible for their own court costs, attorney fees, medical liens, attorney's liens, if any, and all their own litigation expenses of any kind whatever, unless otherwise expressly and specifically stated herein. Defendants shall waive any claim for malicious prosecution.

5. Plaintiff(s) agree(s) All parties agree to a Civil Code Section 1542 waiver relating to all claims, known and unknown, arising prior to today, except as noted above. California Civil Code Section 1542 provides that: *"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."*

6. Additional Terms:
 - (a) The parties will also will not sign a separate release and settlement agreement, *which is attached hereto.*
 - (b) Defendant does not admit liability for any of Plaintiff's claims.
 - (c) The parties agree that this settlement is is not confidential.

SEE ATTACHED PAGE FOR ADDITIONAL TERMS

- 7. Written dismissal(s) shall be filed no later than 45 days from the date of final payment. However if any enforcement is necessary or disputes arise after the filing of the dismissal, the parties request and the court hereby reserves jurisdiction to reinstate this case *nunc pro tunc* to this date so that the court can issue orders which are standard, appropriate, reasonable, fair, just and/or equitable.
- 8. On failure to comply with any of the terms of this settlement, any party may apply ex-parte for an entry of judgment or any other relief that is appropriate on 48 hours written (including email) notice to the opposing party and to that party's attorney, unless a different notice period is specified above.
- 9. This settlement shall be enforced pursuant to the terms of Section 664.6 of the Code of Civil Procedure as well as the terms of this settlement itself. Furthermore, this settlement consists of what is stated herein and only what is stated herein.
- 10. A formal notice of settlement **WILL** be filed no later than May 25, 2018.
- 11. The trial date and related dates are hereby **MAINTAINED**.
- 12. No compliance/dismissal hearing will be set in Dept. 301. All future dates will be set in the assigned judge's department.

This settlement is made in open court before the undersigned judge of the superior court. By signing below, the parties agree that they have read this settlement agreement and that they will be bound by all of the terms thereof as stated above.

Dated: May 18, 2018

Signed _____
Name Stephen A. Preonas, Esq.
Attorney for Plaintiff(s) _____

Signed Bonnie Lewis
Name Bonnie Lewis
Plaintiff/ On behalf of Plaintiff _____

Signed _____
Name _____, Esq.
Attorney for Plaintiff(s) _____

Signed _____
Name _____
Plaintiff/ On behalf of Plaintiff _____

Signed _____
Name _____, Esq.
Attorney for Plaintiff(s) _____

Signed _____
Name _____
Plaintiff/ On behalf of Plaintiff _____

Signed _____
Name _____, Esq.
Attorney for Plaintiff(s) _____

Signed _____
Name _____
Plaintiff/ On behalf of Plaintiff _____

Signed BRUNN
Name Brunn Schantz, Esq.
Attorney for Defendant(s) American Indian Rebel School

Signed Steven Leung
Name Steven Leung
Defendant/ On behalf of Defendant _____

Signed _____
Name _____, Esq.
Attorney for Defendant(s) _____

Signed _____
Name _____
Defendant/ On behalf of Defendant _____

Signed _____
Name _____, Esq.
Attorney for Defendant(s) _____

Signed _____
Name _____
Defendant/ On behalf of Defendant _____

Signed _____
Name _____, Esq.
Attorney for Defendant(s) _____

Signed _____
Name _____
Defendant/ On behalf of Defendant _____

Signed _____
Name _____, Esq.
Attorney for Defendant(s) _____

Signed _____
Name _____
Defendant/ On behalf of Defendant _____

SEE ATTACHED PAGE FOR ADDITIONAL SIGNATURES

The Stipulation for Settlement is approved. The Court hereby retains jurisdiction to enforce the terms of this settlement.

Dated: May 18, 2018

Brenda Harbin-Forte
HONORABLE BRENDA HARBIN-FORTE
JUDGE OF THE SUPERIOR COURT

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as the "Release") entered into and effective as of May 18, 2018 by Lumbee Holdings, LLC (hereinafter referred to as "Plaintiff") on the one hand and defendant American Indian Model Schools (hereinafter referred to as "Defendant") on the other hand. Plaintiff and Defendant may hereinafter be referred to collectively as "Parties."

RECITALS

a. This case arises from Defendants purchase of certain real property previously owned by Plaintiff and located at 171 12th Street in Oakland ("the Property") and the terms of the agreement between the Parties for Plaintiff to purchase the Property and the existence of a related lease agreement between the Parties for the Property (collectively referred to as "Subject Agreements").

b. In or about October 2015, Plaintiff filed a lawsuit entitled *Lumbee Holdings, LLC vs. American Indian Model Schools, et al.*, bearing Alameda Superior Court Case No. RG-15-788943 and concerning a dispute in connection with the Property, and seeking damages from AIMS for breach of the Subject Agreements and specific performance of the agreements (hereinafter the "Subject Litigation").

c. By this Release, Plaintiff intends to fully and completely release any and all claims Plaintiff may have regarding all allegations made in the Subject Litigation, or arising out of or relating to the Subject Agreements, against Defendant.

d. Plaintiff and Defendants desire to minimize the time and expenses which they may incur in connection with the Subject Litigation.

NOW, THEREFORE, in consideration contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

SETTLEMENT

1. **INTENT OF THE PARTIES.** By entering into this Release, it is the intent of the Parties to compromise and settle their claims against each other, and those of their past, present and future principals, agents, officers, directors, shareholders, employees, employers, partners, successors, assignees, heirs, devisees, indemnitors, insurance companies and attorneys, arising from or related to the Subject Litigation or Subject Agreements, and all other matters expressly or impliedly raised in the Subject Litigation. This Release is not, and shall not be treated as, an admission of liability by Defendant.

2. **RELEASE AND DISCHARGE.** Plaintiff hereby releases and discharges the Defendant, including any entities owned and/or operated by the Defendant, their

predecessors and successors in interest, heirs, assigns and their past, present and future principals, agents, officers, directors, shareholders, employees, employers, partners, assignees, heirs, devisees, indemnitors, insurance companies and attorneys from any and all past, present or future claims, demands, obligations or causes of action for compensatory or punitive damages, costs, losses, expenses and compensation, whether based on tort, contract or other legal or equitable theories of recovery which Plaintiff has against Defendant, or which may later accrue to, or be acquired by Plaintiff against Defendant, arising from or related to the Subject Agreements, and all other matters expressly or impliedly raised in the Subject Litigation.

Defendant hereby releases and discharges Plaintiff, including any entities owned and/or operated by Plaintiff, its predecessors and successors in interest, heirs, assigns and his past, present and future principals, agents, officers, directors, shareholders, employees, employers, partners, assignees, heirs, devisees, indemnitors, insurance companies and attorneys from any and all past, present or future claims, demands, obligations or causes of action for compensatory or punitive damages, costs, losses, expenses and compensation, whether based on tort, contract or other legal or equitable theories of recovery which Defendant have against Plaintiff, or which may later accrue to, or be acquired by Defendant against Plaintiff, arising from the Subject Agreements, and all other matters expressly or impliedly raised in the Subject Litigation.

3. CONSIDERATION. As consideration for this Release, the Parties agree as follows:

a. Defendant hereby agrees to pay Plaintiff, the sum of Two Hundred Thousand (\$200,000.00) dollars.

b. Plaintiff or Plaintiff's counsel must provide Defendant with a completed 2018 W-9, along with payment instructions, in order to receive payment of the aforementioned settlement sum. Defendant shall pay Plaintiff the aforementioned settlement sum within twenty-one (30) days of receipt of Plaintiff's signature on this Release, or receipt of Plaintiff's/Plaintiff's counsel's W-9, whichever occurs later in time.

c. Plaintiff agrees that this compromise and settlement shall constitute a bar to all future claims (known and unknown), demands, obligations or causes of action against Defendant. This bar shall be effective upon execution of this Release.

d. Plaintiff and Defendant will bear their own costs, expert fees, attorneys' fees and all other monies incurred or paid in connection with this Release and the Subject Litigation.

4. RELEASE OF UNKNOWN CLAIMS.

a. This Release is intended to be a full general and mutual release and to constitute a full and final accord and satisfaction, extending to all claims of any nature that may exist between the Parties to this Release, including, without limitation, claims

for injuries, damages or losses to their person and their property, real and personal, tangible and intangible, whether known or unknown, suspected or anticipated, unsuspected or unanticipated, arising out of or relating to the Subject Litigation or Plaintiff's attempted purchase of the properties involved in the Subject Agreements.

b. The Parties certify that they have read, understand and expressly waive the following provisions of California Civil Code Section 1542:

"A general release does not extend to claims which creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

c. The Parties understand and acknowledge that the significance and consequence of this waiver of California Civil Code Section 1542 is that even if one of them should eventually suffer additional damages or losses from their prior interactions arising out of or relating to Plaintiff's ownership and/or occupation of the Subject Property or the matters raised expressly or impliedly in the Subject Litigation, they will not be able to make any claim for those damages, losses or obligations. Furthermore, all Parties to this Release acknowledge that they intend these consequences even as to claims for damages, losses or obligations that may exist as of the date of this Release but which they do not know exist, and which, if known, would materially affect their decision, either singularly or collectively, to execute this release, regardless of the cause of their lack of knowledge.

5. NO ADMISSION. This Release is the compromise of a disputed claim and fully and finally settles all claims between the Plaintiff and Defendant stemming from any and all dealings, contracts or transactions between the Plaintiff and Defendant, from the beginning of time, and to buy peace and to prevent any further involvement and dispute. Nothing contained in this Release, including, without limitation, the payment of any consideration hereunder or the waiver of any rights hereunder, shall be interpreted or construed to be an admission on the part of, or to the prejudice of, any person or party named herein. Except for the obligations created by this Release, Defendant expressly deny any and all liability associated with or related, whether directly or indirectly, to the Subject Litigation and claims therein described.

6. NO ASSIGNMENT. Plaintiff represents and warrants that he has not heretofore assigned, transferred or hypothecated or purported to have assigned, transferred to hypothecated or will in the future assign, transfer or hypothecate to anyone any debt, judgment, claim, liability, demand, action, cause of action, or any interest therein, based upon or arising out of or pertaining to or concerning or connected with any matter, facts, events, circumstances or things released herein.

7. NO INDUCEMENT. Plaintiff declares and represents that no promises, inducements or other agreements not expressly contained herein have been made and that this release contains the entire agreement between the Parties and the terms of this Release are contractual and not recitals only.

8. AUTHORITY OF SIGNATORIES.

All Parties covenant that they possess the necessary capacity and authority to sign and enter into this Release.

9. BINDING EFFECT.

The provisions of this Release will be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest and assigns of the respective parties hereto.

10. FURTHER DOCUMENTS.

Plaintiff and Defendant hereto agree to execute and deliver such other additional documents as may be required to effectuate each of the terms of this Release.

11. ADVICE OF ATTORNEY.

Plaintiff warrants and represents that, in executing this Release, he has relied upon legal advice from the attorney of his choice; that the terms of this Release have been read, and its consequences (including, but not limited to, risks, complications and costs) have been completely explained to him by that attorney; that adequate time has been given for Plaintiff to consult with his attorney, to ask any questions concerning this Release, to receive responses to those questions, and to contemplate the attorney's advice concerning this Release; and that the Plaintiff fully understands the terms of this Release. Plaintiff acknowledges, warrants and represents that, in executing this Release, he has not relied on any inducements, promises or representations made by any other party to this Release or any person or entity representing or serving another party, except for those expressly stated in this Release.

12. NO MODIFICATION.

The Stipulation for Settlement and this Agreement sets forth the entire agreement between the Parties and may not be altered, amended or modified in any respect except by written instrument, duly executed by the party to be charged. All earlier understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect.

13. ATTORNEYS' FEES ARISING OUT OF THIS SETTLEMENT AGREEMENT.

Plaintiff has entered into this Release with the specific understanding that it is enforceable by the court in which the Subject Litigation has been filed. In the event any party fails to perform the conditions or terms required therein, the Parties request that the court retain jurisdiction to enforce the terms of this Release, pursuant to Code of Civil Procedure, Section 664.6. The Parties to this Release hereby waive any rights they may otherwise have to appeal any decision by the court in deciding any issue relating to the enforcement of this Release under Code of Civil Procedure, Section 664.6 including any awards of attorneys' fees or costs.

14. ENFORCEABLE SETTLEMENT AGREEMENT

Plaintiff specifically entered into this Release with the understanding that it is binding and enforceable by the court in which the Subject Litigation has been filed. In the event any party fails to perform the conditions or terms required therein, the court may enforce the terms of this Release, pursuant to *Code of Civil Procedure* §664.6.

15. CONSTRUCTION.

As used in this Release, the masculine, feminine or neuter gender, the singular or plural numbers and the conjunctive or disjunctive shall each be deemed to include the other whenever the context so indicates. This Release shall be construed in accordance with its fair meaning, the captions being for the convenience of the Parties only and not intended to describe or define the provisions in the portions of the Release to which they pertain. The terms of this Release have been freely negotiated by the Parties, and this Release shall not be construed against the drafter, as these drafting services have been performed as a courtesy to the other parties to this Release. In the event that any provision of this Release is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

16. CROSS-REFERENCES.

Any cross-references in this Release, unless specifically directed to another agreement or document, refer to provisions within this Release and shall not be considered to be references to the overall transaction or to any other agreement or document.

17. CALIFORNIA LAW.

Under this Release, any and all rights and duties set forth in it, including matters of construction, validity and performance, shall be interpreted, enforced and governed by the laws of the State of California, applicable to written instruments entered into solely in California.

18. SEVERABILITY. If any term, provision, covenant or condition of this Release is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of

this Release Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.


19. EFFECTIVE DATE OF AGREEMENT. This Release shall take effect immediately upon execution by the Parties.

21. EXECUTION OF THE AGREEMENT; COUNTERPARTS; ELECTRONIC SIGNATURES

This Release may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

The exchange of copies of this Release and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Release as to the Parties and may be used in lieu of the original Release for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

PLAINTIFF:

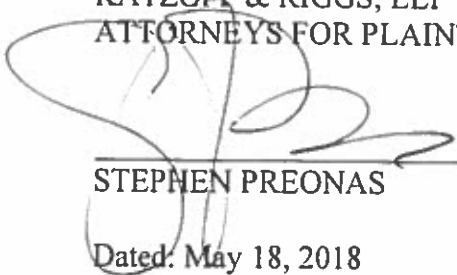


Lumbee Holding, LLC
By: Ben Chavis
Its: Managing Member

Dated: May 18, 2018


APPROVED AS TO FORM

KATZOFF & RIGGS, LLP
ATTORNEYS FOR PLAINTIFF



STEPHEN PREONAS
Dated: May 18, 2018

DEFENDANT



AIMS
By: Steven Leung
Its: Pres. Board of Directors

Dated: May 18, 2018

SCHANTZ LAW FIRM
ATTORNEYS FOR DEFENDANT



BRANDON SCHANTZ
Dated: May 18, 2018

Coversheet

Discussion and Possible Action Regarding

Section: IV. Action Items
Item: A. Discussion and Possible Action Regarding
Purpose: Vote
Submitted by:
Related Material: Superintendent's Contract.pdf

**American Indian Model Schools
Employment Agreement
Superintendent Contract**

This Employment Agreement ("Agreement") is intended to set forth the terms and conditions of the employment of Maya Woods-Cadiz (the Superintendent) as the Superintendent of American Indian Model Schools ("AIMS").

1. TERM.

This agreement shall become effective on July 1, 2018 and shall terminate on June 30, 2021. The Superintendent position is a full-time position exempt from overtime law.

2. RENEWAL.

Should the Superintendent receive a satisfactory evaluation pursuant to this Agreement, this Agreement will be extended for an additional year, so long as the term of the Agreement does not at any time exceed 4 years

3. DUTIES AND RESPONSIBILITIES OF SUPERINTENDENT.

1. The Superintendent is the chief executive officer and educational leader of AIMS and is responsible for carrying out the educational, managerial and administrative responsibilities for the care and maintenance of AIMS. The Superintendent shall administer AIMS in accordance with the AIMS Board's policies and State and federal laws as they exist or may hereafter be enacted or amended. The Superintendent shall perform those duties, which are required by state law, prescribed by the Board or as necessary for the efficient and effective management of **AIMS**. Superintendent shall have the responsibility of organizing, reorganizing, and arranging the administrative and supervisory staff that in Superintendent's judgment would best serve **AIMS**, and determine all personnel matters, including, without implied limitation, selection, assignment, and transfer of employees. Specifically, the duties of the Superintendent shall include:
 - a. reporting directly to the AIMS Board of Directors;
 - b. directing the day-to-day administration of AIMS;
 - c. planning, implementing and evaluation programs regarding the organizational, operational, fiscal and educational functions of the AIMS;
 - d. instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary in order to affect positive change at AIMS;
 - e. developing and implementing a program of professional development that the Superintendent finds necessary and expedient in order to affect positive changes at AIMS.

- f. directing staff in ensuring parental involvement in the development and implementation of AIMS policies;
- g. recommending policies to the Board and reasonably interpreting and implementing policies adopted by the Board;
- h. organizing departments and assigning employees of AIMS;
- i. developing and implementing administrative regulations that the Superintendent deems necessary for the efficient and effective operation of the school system and that are consistent with the Board's policies, and state and federal law;
- j. making employment decisions concerning the employees of AIMS, specifically, superintendent will have authority to hire, fire, promote, demote, and/or transfer any and all AIMS employees, except that the Superintendent must not take any action to demote, transfer or fire a Head of School without prior notice and approval by the AIMS Board of Directors;
- k. directing, assigning, transferring, evaluating and dismissing all the employees of AIMS consistent with the Board's policies, and state and federal law;
- l. accepting all resignations of employees of AIMS;
- m. assuming responsibility for the overall financial planning of AIMS, including preparation of the annual budget and the submission of the budget to the Board for review and approval;
- n. attending and participating in discussion in regular, special and executive session of the Board;
- o. making recommendations on items of business for Board meetings as the Superintendent deems necessary for the efficient and effective operation of AIMS; and
- p. establishing and implementing a process, including a means and time parameters for keeping the Board up-to-date on developments, initiatives and issues in **AIMS**.
- q. writing grant applications for AIMS, when possible.

3.2 As a minimum performance requirement, the work schedule for Superintendent shall be Monday through Friday. As this position is a senior level position, it is the expectation of the AIMS Board of Directors that actual hours required to carry out the duties and responsibilities of the position in a satisfactory manner may exceed the regular school hours, and therefore it is the expectation of the AIMS Board of Directors that actual hours worked will likely exceed the above referenced minimum performance requirement. As this position is exempt from overtime, additional duties of the Superintendent may need to be performed outside of the daily work schedule. Superintendent will have opportunities to be compensated for excellent performance and additional efforts via performance bonuses, as referenced in Section 5.2 herein. Each year of this contract the board by majority vote will determine where excellent performance and additional efforts by the Superintendent has occurred and will award a bonus as appropriate.

3.3 This is an Agreement for the performances of duties as Superintendent by the Superintendent who shall not be assigned to any other position, and who shall not have her duties reassigned without her consent.

4. BOARD/SUPERINTENDENT COMMUNICATIONS.

4.1 The AIMS Board of Directors and the Superintendent agree that they shall work with each other in the spirit of cooperation and teamwork and shall provide each other periodic opportunities to discuss Board/Superintendent relationships and communications. By August

I, 2018, and periodically thereafter, the Board and Superintendent shall meet to discuss how they will work communicate and work cooperatively together and a written plan shall be drafted.

4.2 The AIMS Board of Directors including the Board President will only give direction to the Superintendent concerning the management of AIMS or the solution of specific problems (including personnel complaints or other communications concerning the administration of AIMS) by way of majority Board action at duly noticed public meetings, or through duly-formed committees established by the AIMS Board of Directors. The Superintendent shall share with the Board in a monthly report criticisms, complaints and suggestions concerning AIMS that may come to her attention.

4.3 The AIMS Board of Directors including the Board President shall in a timely manner give written notice of any concerns brought to his/ her attention to the Superintendent, and allow time for the Superintendent to investigate and resolve the concern. A report will be given by the Superintendent to the board at a duly noticed public meeting, or through duly-formed committee established by the AIMS Board of Directors

5. SALARY AND BENEFITS.

5.1 The annual base salary of the Superintendent shall be \$165,000 payable in bi-monthly installments. The Superintendent's salary may be increased at any time by the AIMS Board. Salary increase will at minimum be proposed and voted on annually by the AIMS Board of Directors, in an amount to be determined by the AIMS Board of Directors.

5.2 The Superintendent may be given performance bonuses at any time by the AIMS Board of Directors, in amounts to be determined by the AIMS Board of Directors. The sum of Superintendent's performance bonuses in any given year shall never exceed twenty percent (20%) of Superintendent's base annual salary. Performance bonuses shall, in most cases, be linked to annual Board evaluations. For the 2018-2019 year, and each year after, the Superintendent shall be entitled to earn up to an additional \$20,000 in bonuses. Bonuses will be divided into four quarterly payments and will be tied to specific performance goals established by the Board. The performance goals are specified in the Superintendent's evaluation.

5.3 The Superintendent, in her role as lead administrator and grant-writer for AIMS, shall receive a grant bonus for each grant that she writes and receives on behalf of AIMS. Superintendent's grant bonus shall be in an amount equal to five percent (5%) of the net grant amount received, to the extent permissible under federal and state law, and to the extent permissible under the terms of the grants, in an amount not to exceed three thousand dollars (\$3,000) per grant. To the extent applicable, and to the extent permissible under federal and state law, and to the extent permissible under the terms of the grants, Superintendent shall also be entitled to a grant bonus in an amount equal to two percent (2%) of the net grant amount received for each additional year a grant is maintained, but only to the extent additional grant-revisions or maintenance is needed in order to maintain the grant, in an amount not to exceed

three thousand dollars (\$3,000) per grant. This is based upon an increase in responsibilities and involving administration and oversight of the grant as long as it is compliant with the terms of the grant. 5.4 The annual base salary stated in this may not be reduced during the term of this Agreement. 5.5 The Superintendent, Superintendent's Spouse and Superintendent's dependents shall be entitled to paid coverage under AIMS health, vision, and dental insurance plans, except that the Superintendent shall pay all co-pays required by health care providers.

5.6 AIMS shall pay the employer portion of the contribution to CalSTRS ("California State Teachers Retirement System") or CPERS ("California Public Employees System"), at the Superintendent's option.

5.7 In addition to the benefits provided in this Agreement, AIMS will provide the Superintendent the same benefits provided to administrators.

6. LEAVE.

6.1 Vacation Leave. The Superintendent shall render services in accordance with AIMS standard work year for administrators and she shall be entitled to the same holidays as are provided for administrators of AIMS. In addition, the Superintendent shall be entitled to fifteen (15) annual vacation days with pay.

The Superintendent is encouraged to take all vacation days during the year in which such days are earned. To the extent practicable, the Superintendent shall provide the Board President with reasonable advance notice of any planned use of vacation days before any vacation is taken. Upon termination or expiration of this Agreement, the Superintendent shall be entitled to receive payment for any accrued and unused vacation days equal to the number of accrued but unused vacation days multiplied by her then daily rate of pay, subject to the limitations on the accrual of vacation days set forth in this paragraph. The Superintendent's daily rate of pay is the Superintendent's then-current annual salary divided by 221.

NOTE: The determination of workdays is based on the following formula:

Days in Year	365
Minus	104 weekend days
Equals	261 possible work days
Minus	25 paid holidays
Equals	236 possible work days
Minus	15 vacation days
Equals	221 Work Days

6.2 Sick Leave. In satisfaction of the California Healthy Workplaces, Healthy Families Act, Employee will be allotted twelve days (96 hours) of PSL per year beginning immediately upon the effective date of this Agreement. PSL days are not accrued on an as-worked basis but rather are allotted to the eligible employees on July 1 for use during the Term of the Agreement. Returning employees may use PSL immediately. If the Superintendent does not utilize the total amount of accrued sick leave authorized during any year, she may carry over the unused time to sick leave in the subsequent year.

6.3 Holidays. The Superintendent shall take holiday days according to the requirements of the position as well as the calendar of holidays observed by AIMS annually.

6.4 Other Leave. The Superintendent shall be entitled to all other leave, including personal leave, provided to administrators, as stated in AIMS' written policies.

7. TRAVEL EXPENSES.

AIMS will pay the cost of parking expenses, including garage fees, meter, and tolls, in accordance with AIMS' Vehicle Policy. The Superintendent shall receive a monthly stipend of \$600.00 for vehicle expenses. AIMS shall pay for the necessary insurance, gas and oil, maintenance and upkeep for the AIMS automobile. The Superintendent shall be reimbursed for all reasonable, actual and necessary expenses incurred in the course and scope of executing her professional responsibilities for AIMS, including reasonable expenses for travel.

All requests for reimbursement shall comply fully with AIMS' rules and requirements relating to expense reimbursements.

8. TECHNOLOGY SUPPORT.

AIMS shall provide the Superintendent with appropriate technology that will assist the Superintendent in the performance of her duties and responsibilities in office use. This shall include a smartphone, tablet, laptop, facsimile/printer, Internet access and computer. AIMS shall own this technology, and AIMS shall be billed directly for the expenses incurred for use by the Superintendent.

Upon termination of this Agreement, the services for the technology will be canceled and the Superintendent shall return all AIMS equipment to AIMS by no later than ten (10) days after the effective date of termination.

9. PROFESSIONAL ACTIVITIES.

The Superintendent may engage in outside professional activities, including writing, consulting, and lecturing, with or without honorarium, as long as such activities do not interfere with the performance of her duties as Superintendent.

10. BUSINESS EXPENSES.

AIMS shall pay for or reimburse the Superintendent for reasonable and necessary expenses incurred by the Superintendent in the course of AIMS business in accordance with AIMS policies, such as AIMS' reimbursement policy and AIMS' procurement policy.

11. PROFESSIONAL GROWTH AND DEVELOPMENT.

AIMS shall pay the Superintendent's membership dues and reasonable related expenses to belong to a number of relevant professional organizations, including the California Charter Schools Association ("CCSA,") and the Association of California School Administrators (ACSA). In addition, the Superintendent shall continue her professional development by attending pertinent professional meetings at the local, state and national level and by participating in other relevant

learning experiences. AIMS shall pay or reimburse reasonable expenses associated with such meetings. AIMS also shall pay the annual membership dues and related expenses for the Superintendent to be a member of civic and community organizations as determined and communicated to the AIMS Board of Directors.

12. EVALUATION.

12.1 No later than August, 2018, the Board shall establish, in consultation with the Superintendent, the 2018-19 Superintendent's Work Plan and the performance goals for the 2018-19 school year and the Board and Superintendent shall agree on the evaluation form for the 2018-19 school year. The Work Plan and performance goals shall be reduced to writing. The Board shall complete the Superintendent's 2018-19 evaluation no later than May 30, 2018. After the initial term of the Agreement, no later than May 30th of each subsequent year, the Board and the Superintendent shall jointly establish the Superintendent's Work Plan for the following school year, the performance goals and shall agree on the evaluation form to be used. The Board shall complete the Superintendent's evaluation no later than May 15th of each year. By May 30th of each year of this Agreement, the Board shall provide the Superintendent a copy of the completed evaluation. The Superintendent shall have the right to respond to the Board's written evaluation orally or in writing

12.2 If the Board concludes that the Superintendent's performance is unsatisfactory, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within 30 days of the date of the evaluation.

12.3 An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the Superintendent's performance as satisfactory in individual evaluations prepared by such Board members.

12.4 The Board and the Superintendent shall agree upon a written evaluation format which shall be used during the Term.

12.5 No later than January 31 of each year of this Agreement, the Board and the Superintendent shall meet to discuss and review the Superintendent's progress in meeting the agreed-upon goals.

12.6 No later than May 1 of each year of this Agreement, the Superintendent, prior to her evaluation, shall provide the Board a written self: Evaluation of her accomplishments and progress toward meeting the agreed-upon goals. After the Board receives the Superintendent's self-evaluation, the Board and the Superintendent shall meet no later than May 15 of each year of this Agreement to discuss the Superintendent's self-evaluation.

12.7 The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation.

13. TERMINATION.

This Agreement may be terminated by the following:

13.1 Death of the Superintendent.

13.2 By the Board without cause.

13.2.1 The Board, in its discretion, may elect to terminate this Agreement without cause upon sixty (60) days written notice to the Superintendent. Prior to exercising this option, the Board shall provide the Superintendent with an opportunity to meet with the Board to discuss its intentions. However, no because need be alleged or demonstrated by the Board.

13.2.2 In the event the Board exercises this option, AIMS shall pay the Superintendent severance pay in an amount equal to Superintendent's monthly salary times the number of months remaining under the Agreement as of the date of termination, or an amount equal to twelve (12) months' salary, whichever is less, as provided by Government Code section 53260. In the event of termination under this section, Superintendent shall also be entitled to receive any accrued, but unpaid benefits to which she is entitled pursuant to this Agreement.

13.2.3 In addition, in the event of such termination, AIMS will maintain in effect the Superintendent's health benefits for the number of months remaining under the Agreement as of the date of termination, or for a period of twelve (12) months, whichever is less, as provided by Government Code section 53261. In any event, health benefits provided under this section shall cease and terminate immediately upon the Superintendent's attainment of full-time employment. The Board and the Superintendent agree that no duty is hereby imposed upon the Superintendent to seek full-time employment following termination of this Employment Contract as provided in this paragraph. Notwithstanding this paragraph, the Superintendent shall retain any rights she has to continue receiving benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) or any other applicable federal or state law.

13.2.4 The severance pays and accrued and unpaid benefits specified above will be paid by

AIMS to Superintendent in equal monthly installments until the last month remaining under this Agreement.

13.3 By the Board for cause.

13.3.1 The Board may elect to terminate this Agreement for cause upon sixty (60) days written notice to the Superintendent. Grounds for termination for cause shall include, the following:

- (a) Performance of any action which is inconsistent with AIMS' Board written policies.
- (b) Engagement in fiscal or financial mismanagement of AIMS, which conduct leads to revocation under Education Code section 47607.
- (c) Commission of a material violation of the any of the conditions, standards, or procedures set forth in the AIMS charters, which, if committed, leads to revocation under Education Code section 47607
- (d) Revocation or failure to renew all of the AIMS charters.

(g) Conduct enumerated in Section 44932 of the California Education Code.

13.3.2 Dismissal for cause shall be effective upon action taken by majority vote of the Board at a closed session of the Board. With the exception of any salary and benefits accrued prior to Board action, all salary and benefits provided for in this Agreement shall cease upon said action by the Board. Salary and benefits earned or accrued prior to Board action shall be paid to the Superintendent within thirty (30) days of Board action.

13.3.3 Prior to any Board action, the Board shall provide the Superintendent notice in writing of possible termination for cause, including reasons for proposed termination for cause, at least thirty (45) days prior to the Board meeting to discuss and take possible action to terminate the Superintendent for cause. The Superintendent shall have the opportunity to appear before the Board with her counsel and to present evidence at the meeting to discuss and take possible action to terminate the Superintendent for cause. Within five days of the Board's decision to terminate the Superintendent, the Board shall provide the Superintendent a written decision, including reasons, for terminating the Superintendent for cause.

13.4 By the Superintendent at any time during this Agreement by providing the Board with thirty (30) days written notice. In the event the Superintendent exercises her option to terminate this Agreement, AIMS shall have no obligation to pay any severance amount unless the parties otherwise agree in writing.

13.5 By mutual agreement between the Board and the Superintendent at any time. In the event the parties mutually agree to terminate this Agreement, AIMS shall have no obligation to pay any severance amount unless the parties otherwise agree in writing.

13.6 If all of the AIMS charters are either revoked or not renewed, this Agreement shall automatically terminate upon the effective date of the revocation/nonrenewal of the charters, and without the need for any of the processes outlined in Section 13 above.

14. Fingerprinting CLEARANCE.

Fingerprint clearance for the Superintendent will be acquired through submitting the Superintendent's fingerprints to the California Department of Justice. The Superintendent will be required to assume the cost of all fees related to the fingerprinting process and will be required to submit evidence from a licensed physician that she was found to be free from active tuberculosis. Both clearances need to be in place prior to the first day of service.

15. CHILD ABUSE AND NEGLECT REPORTING.

Superintendent understands and acknowledges that Superintendent is a mandated reporter as defined by California Penal Code section 11165.7. As a mandated reporter, Superintendent is responsible to report to an appropriate agency whenever Superintendent, in her professional capacity or within the scope of her employment, has knowledge of or observes a child whom Superintendent knows or reasonably suspects to have been the victim of child abuse or neglect. Superintendent understands and acknowledges that she must follow up on her initial report by filing a written report with the same agency within 36 hours of receiving the information concerning, or observing, the incident. Superintendent understands and acknowledges that, as a mandated reporter, her identity shall be confidential and shall be disclosed only as provided in California Penal Code section 11167(d). Superintendent further understands that her identity will not be disclosed to AIMS without her consent or a court order. Superintendent acknowledges that AIMS has provided her with copies of California Penal Code sections 11165.7, 11166 and 11167.

16. CONFIDENTIALITY/CONFLICTS OF INTEREST.

The Superintendent understands that, while employed at AIMS, she will have access to confidential and proprietary information related to AIMS, its students and families. Superintendent will employ commercially reasonable and appropriate safeguards to ensure that this data is appropriately safeguarded. In addition, Superintendent shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school or other enterprise that will in any way conflict with his/her employment and responsibilities with AIMS without prior consent of the Board.

17. CONFIDENTIAL INFORMATION.

17.1 All confidential information of AIMS that Superintendent has knowledge of or access to shall be the exclusive property of AIMS both during and after Superintendent's employment. Superintendent shall not, directly or indirectly, disclose or use any confidential information other than for the sole benefit of AIMS, either during Superintendent's employment or at any other time thereafter, without the prior written consent of AIMS, except to the extent that such use or disclosure is made by reason of Superintendent's job responsibilities.

17.2 Superintendent shall not take any confidential information that is in written form, computerized, machine readable, model, sample, or other form capable of physical delivery, upon or after termination of Superintendent's employment with AIMS without the prior written consent of AIMS. Upon the termination of Superintendent's employment with AIMS, Superintendent shall deliver promptly and return to AIMS all such materials, along with all other School property in the Superintendent's possession, custody, or control.

17.3 For the purposes of this section, "confidential information" shall mean all information, data, or knowledge regarding AIMS, its operations, employees, students, parents, contractors, or vendors not known generally to the public, including, but not limited to, research and development, trade secrets, existing or proposed computer or education programs, purchases, sales, student identifying information, financial and marketing information, mailing lists, whether electronic or hard copy, social media websites and contacts acquired through employment at AIMS, lesson plans, business plans, fundraising strategies, or benefits information.

18. APPLICABLE LAWS.

This Agreement is subject to all applicable laws and regulations of the State of California, to the rules and regulations of the State Board of Education as applicable to charter schools, except as otherwise stated herein. Said applicable laws, rules, regulations and policies are hereby made part of the terms and conditions of this Agreement as though fully set forth herein.

19. MEDIATION.

Before filing a lawsuit in respect of a dispute under this Agreement, a party claiming to be aggrieved ("aggrieved party") must first notify the other party ("other party") of its claim and initiate mediation under the mediation rules of the Judicial Arbitration and Mediation Service ("JAMS") unless the parties within thirty (30) days of the aggrieved party's notice agree upon a neutral mediator and a timetable for the mediation. If the parties cannot so agree, the mediation will be initiated by the aggrieved party and conducted by JAMS and each party will use its best efforts to mediate the dispute as expeditiously as possible. Unless (a) such mediation has been unsuccessful in resolving the dispute or (b) the other party has unreasonably delayed the mediation, the aggrieved party cannot file a lawsuit in respect of the dispute. The costs of mediation shall be borne by AIMS, including disputes regarding severance pay.

20. ENTIRE AGREEMENT.

It is expressly understood by both parties that any previous letter, email, or any other communication, whether oral or in writing, between the parties is null and void and of no legal force or effect. This Agreement constitutes the full and complete understanding between the parties hereto, and its terms can be changed or modified only in writing, signed by all parties or their successors in interest to this Agreement.

21. SEVERABILITY.

If during the term of this Agreement it is found that a specific clause of the Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in full force and effect.

22. NOTICES.

Any notice required or permitted under this Agreement will be in writing and deemed to have been duly given on the date of service if served personally, or on the third day after mailing if mailed, first class postage prepaid, return receipt requested, and addressed to the addressee at the

address stated opposite her name below, or at the most recent address specified by written notice given to the sender by the addressee under this provision.

If at any time during the term of this Agreement the Superintendent knowingly becomes a finalist for the position of Superintendent (or similar position) of a school district or other charter school, or a finalist for the position of Executive Director at another charter school, the Superintendent shall notify the Board President. If the Superintendent fails to inform the Board President, such failure will be deemed to constitute a material breach of this Agreement and the Board may then terminate this Agreement for cause in accordance with this Agreement.

23. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

24. INDEMNIFICATION OF SUPERINTENDENT.

In accordance with the provisions of California Government Code Section 995, the Board shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity that are related to her employment as Superintendent of AIMS, or in her official capacity as agent and employee of AIMS, provided the incident giving rise to any such demand, claim, suit, action or legal proceeding arose while the Superintendent was acting within the scope and course of her employment; and provided further, that such liability coverage is within the authority of AIMS to provide under California law. AIMS shall provide indemnity from liability as set forth above for all claims made and occurrences throughout the term of this Contract and any extensions thereof and after her employment with AIMS ends. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

If, in the opinion of legal counsel to AIMS or counsel to the insurance carrier to AIMS, a conflict exists with regards to providing a defense to Superintendent under AIMS insurance policy and the insurance carrier and/or AIMS does not provide and assign separate counsel to represent Superintendent, then Superintendent may engage separate legal counsel for which AIMS shall indemnify Superintendent for costs and legal fees to such items for which AIMS has agreed to provide indemnification as stated above. Those costs and legal fees shall not exceed reasonable rates and amounts, provided that such legal costs and fees are not recoverable by Superintendent under any other insurance or professional association membership.

25. SAFETY

In the event of public controversy or threats, if the Board or the Superintendent deems it necessary, the Board will at AIMS expense provide appropriate security measures for the safety of the Superintendent and Superintendent's family.

26. WAIVERS.

No delay or omission on the part of either party in exercising any rights under this Agreement constitutes a waiver of the right or of any other right. A waiver or estoppel found in one instance

...



does not constitute a waiver or estoppel in another instance, whether the circumstances are the same or different.

27. ACCEPTANCE OF EMPLOYMENT

By signing below, the Superintendent declares as follows:

- a. I have read this Agreement and accept employment with AIMS on the terms specified herein.
- b. All information I have provided to AIMS related to my employment and qualifications is true and accurate.
- c. California Penal Code sections 11165.7, 111 66. and 11167 are enclosed.
- d. This is the entire agreement between **AIMS** and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

SUPERINTENDENT

Date:

GOVERNING BOARD OF AND ON BEHALF OF AMERICAN INDIAN MODEL SCHOOLS

Date: _ _ _ _ _

AIMS Board President

Coversheet

Discussion and Possible Action Regarding

Section: IV. Action Items
Item: C. Discussion and Possible Action Regarding
Purpose: Vote
Submitted by:
Related Material: American Indian Model Schools_One-Year Contract.pdf
American Indian Model Schools_3-Year Contract.pdf
American Indian Model Schools 5-Year Contract.pdf
2015-2016 CSMC Contract.pdf
2014-2015 CSMC Contract.pdf
2013-2014 CSMC Contract.pdf
2018-2019 CSMC Contract Email.pdf
2016-2017 CSMC Contract.pdf



Service Contract

A grayscale photograph of four children, two boys and two girls, standing in a line. They are all wearing backpacks and smiling. The boy on the far left is pointing towards the camera. The girl next to him is looking down. The boy next to her is looking up. The girl on the far right is looking towards the camera.

American Indian Model Schools
171 12th Street
Oakland, CA 94607
7/1/2018

CSMC
43460 Ridge Park Drive
Temecula, CA 92590
888.994.CSMC

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CSMC CONTRACT : PRICE SHEET



American Indian Model Schools

171 12th Street
Oakland, CA 94607

Details : Initial Term 7/1/2018 - 6/30/2019

Services Selected	Setup Fee	Unit Cost	Units	Total Cost
Back Office & Payroll Services, SIS Support & CALPADS Reporting	\$0	\$33,500	12	\$402,000
			Total	\$402,000

Summary : Entirety of Terms Set Forth

Term Description	Term Start Date	Term End Date	Total Price
Initial Term	7/1/2018	6/30/2019	\$402,000

I authorize CSMC to automatically charge my account on a monthly basis for amounts due that are outlined in this pricing sheet.

Signed By:

Name: Susan Schickman

Date: _____

Signature: _____



Scope of Services: Back-Office

1. FINANCE & ACCOUNTING

Budgeting:

- Create annual and multi-year budgets including monthly cash flow projections – At beginning of the Agreement, CSMC works with the Charter School leader to create annual and multi-year budgets in time for submission to the State and authorizer. Annual budgets are strategic documents that capture the operations and direction of the Charter School.
- Make budget revisions (as needed and upon Charter School request) – CSMC revises budgets as needed to reflect changing circumstances at the Charter School (e.g. enrollment or personnel changes, grant awards, etc.).
- Updated monthly budget forecasts – CSMC tracks budget to actuals and updates the budget forecast as appropriate.

Financial Statements:

- Monthly year-to-date financial statements – CSMC prepares Year to Date (YTD) actual results compared to budget for board meetings or as requested.
- Charter Vision Access for Board Reports - Charter School has access to Charter Vision financial portal, which contains a convenient Board Report function that produces year-to-date financial through the most current closed month. CSMC typically closes books monthly within 15 business days of the following month, provided all supporting documentation has been transmitted to CSMC.
- Monitors cash position – CSMC monitors the Charter School's cash position to anticipate possible cash shortfalls.
- Customized financial analysis – CSMC performs reasonable financial analyses that the Charter School staff or board requests, e.g. providing a comparative analysis of the school's budget relative to industry norms or fulfilling a request of information from the authorizing entity. Upon request, CSMC can also develop financial health analysis so board and staff can quickly focus on the most important financial issues.
- Support in resolving financial issues – CSMC helps the Charter School leader find solutions to financial issues by recommending budget changes and/or identifying sources of potential funding

Accounting:

- Setup of Charter School's chart of accounts and general ledger – CSMC sets up and maintains the school's Standardized Account Code Structure (SACS)-compliant chart of accounts.
- Customized account codes – CSMC can add customized account codes for unique features of the Charter School program.
- Restricted funds tracking – CSMC tracks revenue and expenditures by fund, e.g. tracking by implementation grant funds, expenses or Title I expenditures.
- Training using CSMC accounting procedures– CSMC trains Charter School staff on coding and CSMC accounting procedures and practices.
- Transaction recording – CSMC records all transactions in a computerized accounting system that is available for viewing on Charter Vision.
- Journal entries and account maintenance – CSMC prepares and records journal entries and maintains the general ledger according to accepted accounting standards.
- Bank reconciliation – CSMC reconciles primary bank and investment accounts to general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as

required.

- Capitalized Assets – CSMC records capital assets in the general ledger according to Charter School financial policy and according to Generally Accepted Accounting Standards. CSMC also records depreciation on an annual basis and maintains a schedule of capitalized assets and accumulated depreciation. Charter School is responsible for tagging and conducting inventory for all fixed assets whether capitalized or non-capitalized for internal control purposes and other compliance reporting
- Charter Vision accounting reports - The Charter Vision portal allows the Charter School and CSMC to generate financial reports on an as needed basis. Charter School can generate reports including, but not limited, to: detailed account activity, including scans of all invoices entered through the accounts payable system; check register activity; summary of budget, expenditures by account; cash balances; payroll register (for periods when payroll is processed by CSMC); revenues; and general ledger.

Accounts Payable & Receivable:

- Revenue verification – CSMC reviews revenue intake and verifies that the Charter School is receiving accurate amounts of state and federal funds based on its enrollment and other pertinent factors. CSMC reviews revenue intake and verifies through available state Department of Education schedules.
- Revenue collection for improperly calculated payments – if the funds received from the state or the county/district do not reflect the proper amounts and there appears to be a calculation error, CSMC will contact the appropriate officials and alert them of the issue. CSMC will use reasonable efforts to negotiate on behalf of the Charter School in disputes with funding agencies over improperly calculated payments.
- Accounts Payable functions:
 - Invoice processing - CSMC conducts invoice processing for Charter School. After coding from Charter School and approval from the Charter School leader or designee, CSMC enters invoices within 2 business days into financial tracking software. Charter School is responsible for submitting weekly package (unless other time frame is agreed upon) of invoices, deposits, payment documents that conform to CSMC forms and processes.
 - Invoice review - CSMC reviews invoices to assist in the prevention of double payments or double billings on multiple invoices. CSMC alerts Charter School to payment issues with vendors.
 - Invoice payment support - CSMC also verifies that funds are available to pay the bill, and notifies Charter School if there are not sufficient funds.
 - Fund verification is only available if there is online read-only bank access and if all checks are processed through CSMC.

Purchasing:

- Vendor selection – CSMC may provide recommendations of vendors based on its experience with vendors around the state and country subject to Section 11 of the Agreement.

Government Financial Reporting:

- Preliminary and final budget reports – CSMC prepares and files the preliminary budget report by July 1st (or earlier if required by the authorizer) based on the board adopted budget, unless Charter School agrees to file reports. CSMC also can prepare a final budget upon request.
- Interim financial reports – CSMC prepares and files the two interim financial reports to the county by the December 15 and March 15 (or earlier if required by the authorizer) deadlines.
- Audited financial reports – Subject to timely receipt of information and/or materials from the School and/or the auditor, as applicable, CSMC prepares all financial information for the audit so that the auditor can file reports before state-required deadlines.

SB 740 compliance

- SB 740 applications – CSMC works with client to submit SB 740 facilities applications and reimbursements on the Charter School's behalf.
- SB 740 budget compliance – For non-classroom based schools, CSMC monitors budget compliance with SB 740 and alerts school to potential problems in meeting the requirements for full funding.
- SB 740 funding determination form – CSMC completes and files the Charter School's funding determination form based on Charter School input.

2. BUSINESS CONSULTING

- Negotiations – CSMC supports the Charter School director and board in financial negotiations related to issues such as business terms in agreements (non-legal review), facilities, and SPED with SELPAs or districts and others (in non-legal capacity), including developing analyses to support the Charter School's position.
- Strategic Budget Development – CSMC can assist the Charter School director and board with strategic financial planning and budget scenario development.
- Financing support – CSMC assists clients in preparing loan packages and connecting the Charter School with non-traditional/specialized funding.
- Strategic Compliance Development – CSMC can assist the Charter School director and board with strategic compliance calendar planning.

3. BOARD MEETING SUPPORT

- Board mailouts (Electronic) – Charter Vision allows CSMC, school administrators and board members to automate the emailing of board financial reports. If desired, Charter School can print board meeting materials to have on hand for attendees.
- Board meeting attendance – As requested, CSMC attends board meetings in person or by teleconference, and presents its financial analysis presentation. Charter Schools may obtain up to 24 hours of in-person board support per year without any additional fees.
- CSMC can provide guidance to assist the board in staying in compliance with the Brown Act.

4. FACILITIES

- Facility needs assessment and planning – CSMC works with Charter School to identify available appropriate state funding, create multiple budget scenarios, and help clients think creatively think about their facility needs to come up with workable solutions.
- Prop 39 – CSMC provides prior year, current year and upcoming year ADA projections for the preparation of compliant Prop 39 requests, and educates Charter School about the Prop 39 process.

5. COMPLIANCE AND ACCOUNTABILITY

- Compliance support - Charter School is solely responsible for complying with legal requirements. CSMC will provide advice and guidance in a non-legal capacity to support Charter School's compliance efforts. Please note that CSMC's guidance does not constitute professional legal services. Since rules, regulations and interpretations regularly change, Charter Schools should seek independent verification and counsel from their attorneys or other sources to ensure legal compliance.
- Employee files – As noted above, CSMC provides Charter School with templates for employee files, forms, and procedures to assist with compliance efforts. (Note: The Charter School should have an attorney review all legal matters).
- LCAP compliance support – CSMC helps schools understand the requirements of Local Control Accountability Plans ("LCAP").
- SPED financial reporting – With input and information from Charter School, CSMC provides required SPED financial reports.
- Funding compliance – CSMC makes compliance recommendations regarding funding requirements, such as Federal Public Charter School Grant Program ("PCSGP") implementation grant funding and other restricted funds. Note that funding compliance is especially complex with many requirements the Charter School must satisfy.
- District and state regulation compliance – CSMC can problem solve with the Charter School areas deemed not in compliance with district or state regulations.

6. CHARTER DEVELOPMENT AND GRANTS ADMINISTRATION

- Financial reports – CSMC prepares customized financial reports for grant purposes.
- Fund accounting – CSMC tracks restricted revenues and expenses based on information received from the Charter School.
- Public Charter School Grant Program (PCSGP) grant reporting – CSMC assists the school in preparing and submitting the PCSGP grant financial report to the CDE.
- ConApp – CSMC prepares and files the ConApp parts 1 and 2 for eligible schools.

7. OPERATIONS SUPPORT

- **Negotiations** – CSMC supports the Charter School director and board in financial negotiations related to issues such as business terms in agreements (non-legal review), facilities, and SPED with SELPAs or districts and others (in non-legal capacity), including developing analyses to support the Charter School's position.
- **Operations** - In consultation with the Charter School, CSMC will provide direct operational support to the Charter School. CSMC's experience as charter school operators and authorizers has enabled CSMC to recently expand its direct on-site support and training.
- **Training** - CSMC now offers a comprehensive assessment of operational office systems and efficiencies to ensure compliance and efficiency. CSMC provides on-going training to ensure that school site operations run smoothly and all school staff understand compliance requirements.
- **Real Estate Development** CSMC will work with the Charter School to identify real estate partners, provide budgeting and accounting support for new facilities, and act as facilities advisor to the Charter School.
- **Facility Maintenance** - CSMC will provide analysis and devise a plan for the Charter School facilities that minimizes costs while providing safe, well maintained facilities for students.
- **LEA/SSD plan creation, maintenance and updating** - LEA/SSD plans will over the next few years be phased out as CA gains permission from the US Department of Education to replace them with LCAPs. CSMC has experience in writing LEA and SSD plans, and with the Charter School will identify and implement the appropriate solution for on a short term and long-term basis.
- **IT infrastructure support** - CSMC will conduct an IT audit, analyzing the Charter School's current infrastructure before working to identify a cost-efficient solution for supporting its IT needs.
- **Charter Renewal and New Petition Development** - CSMC's extensive experience working with multiple authorizers enables us to provide an unparalleled level of strategic support and insight in the overall charter petition development and renewal process.
- CSMC's School Development Division will provide robust petition support for existing and future schools.
- CSMC can assist with the creation of charter petitions, petition review, budget and financial plan creation, and advocacy support.
- **Handbooks** - CSMC will provide the Charter School with resources to create non-financial manuals, including Principal handbooks, Employee Handbooks and Operations Manuals.
- CSMC will create these personnel manuals with support from the Charter School staff, or whole cloth in draft form for the Charter School to review.
- **Communications support, e.g. social media, website, newsletters** - CSMC has professional experience with the creation and publication of newsletters and other media. CSMC will work with the Charter School to review and redesign its communications function.
- **HR support & systems** - CSMC has 16 years of experience providing Human Resources support for charter schools, and looks forward to crafting a hybrid Human Resources solution that works effectively for the Charter School.

Roles and Responsibilities

Clarity on certain roles and responsibilities between CSMC and Charter School will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

Table 1: Roles & Responsibilities

CSMC	Charter School
<ul style="list-style-type: none"> •Timely and accurate check payments •Payment of invoices according to Charter School’s approval policies •Recordkeeping/processes adhering to generally accepted accounting standards for accuracy and security and approved by independent auditors •Payment systems linked to financial statements and creating analyses for informed managerial decision-making •Bank account reconciliations •Invoice/payment research •Advising clients on outstanding checks to ensure adequate cash 	<ul style="list-style-type: none"> •Submission of Payment and Deposit Information •Weekly submission to CSMC of invoices, reimbursement requests, deposits, and other expenditures using CSMC forms and processes •Coding all expenses and non-state funding deposits using CSMC forms and processes and codes from the most recent budget. •Banking: Monitoring and maintaining adequate bank account balances to meet expense obligations •Provide online read only access to bank account

Accounting Deadlines and Calendars referenced above shall be provided separately by CSMC.

LATE FEES AND WARNINGS

Accounts Payable:

Weekly Submittal: Charter School will submit a weekly package (unless another time frame has been agreed upon) conforming to CSMC forms and processes. The submittal shall contain invoices with appropriate coding, reimbursement requests, deposits, and/or other payment documents to CSMC using CSMC forms/processes. If Charter School fails to submit this package or fails to submit all necessary invoices and receipts to process payment, Charter School will be warned that internal and external reporting will be delayed.

Scope of Services: Payroll & Human Resources

Payroll Support

CSMC uses an external payroll processor to accomplish the following tasks. CSMC interfaces between the Charter School and payroll processor, and performs quality checking and review so that the School does not need to interact with the payroll processor. The Charter School pays all payroll processing fees directly to the payroll processor.

- ✓ **Payroll Processing** – CSMC calculates and processes payroll and payroll-related payments/deductions for salaried and hourly employees based on information submitted by authorized Charter School representatives. CSMC generates checks for signature by authorized Charter School representatives (or through electronic signature) or facilitates Direct Deposit at the Charter School's request. The fees set forth above include semi-monthly payroll processing.
- ✓ **Payroll Reporting** – CSMC and its payroll processor prepare and file all required payroll reports for submission to federal and state agencies and submits electronic payroll, payroll tax reports and payroll tax deposits to the appropriate authorities for a single EDD/tax ID number. CSMC shall provide payroll reporting services for multiple reporting EDD/tax ID numbers.
- ✓ **Payroll Record Maintenance** – CSMC keeps track of employee payroll information. School maintains employee files (based on CSMC-provided template files).
- ✓ **W-2 Processing** – CSMC works with payroll processor to prepare W-2 forms, which are mailed to the Charter School, provided that this Agreement remains in effect at the end of the applicable calendar year, and subject to the timely receipt of accurate and complete information and data from Charter School, in accordance with CSMC policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of services.
- ✓ **IRS, SDI, WC Support** – CSMC assists in resolving payroll tax issues before the IRS and other federal and state reporting agencies in a non-legal capacity. CSMC also assists the Charter School with any State Disability, Workers Comp, or Unemployment Insurance claims by providing supporting payroll reports.
- ✓ **STRS/PERS and Other Retirement Plan Administration** – CSMC will help the Charter School set up STRS/PERS accounts as requested, and make appropriate deductions and payments to the county for STRS and/or PERS based on information provided by the Charter School. Some counties charge separately for this mandated service. The Charter School is responsible for STRS/PERS account set-up, administration and enrollments and any fees from outside parties including late fees and interest levied by STRS/PERS.

Human Resources & Benefits

- ✓ **Employee File Set Up** – CSMC provides the Charter School with new hire packets to help support compliance efforts with state and federal requirements regarding Live Scan procedures, TB test information, and/or credential verification information.
- ✓ **Teacher Credentialing** – CSMC provides non-legal information and assistance to Charter School leaders to help them evaluate teacher credentials.
- ✓ **Contracts and Handbook Development Support** – CSMC provides non-legal, business advice on employment contracts and employee handbooks and their business implications.

Roles and Responsibilities

Clarity on certain roles and responsibilities between CSMC and Charter School will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

Table 1: Roles & Responsibilities

CSMC	Charter School
<ul style="list-style-type: none"> - Accurate, complete payroll on a semi-monthly basis - Published Payroll Calendar with payroll deadlines - Reminders for payroll deadlines - Final payroll information sent to client for approval by at least one working day prior to Charter School’s payroll approval date - Advice on setting up STRS/PERS <p>CSMC will provide all payroll tax filing and W-2s</p>	<ul style="list-style-type: none"> - Timecards and Changes: Submission to CSMC of timecards for new hires and other payroll changes by payroll calendar deadlines and using CSMC forms/processes - Payroll Approval: Approval (email or fax) to CSMC by - Payroll Calendar deadlines - New Hires: Timely submission to CSMC of new hire paperwork on CSMC new hire forms - Enrolling (or working with a broker to enroll) staff in any STRS, PERS, 403b, health plans, and other insurance/retirement/contribution/ deduction programs - Terminating staff from health plans, other insurance, and other applicable contribution/deduction programs. - Obtaining all W-9s from vendors

The Payroll Deadlines / Calendars referenced above shall be provided separately by CSMC.

LATE FEES and WARNINGS

- ✔ **Timecards and Payroll Changes:** CSMC shall impose a late fee of \$100 for each business day timecards for hourly staff and payroll changes are submitted late to CSMC based on the published Payroll Calendar. Significant CSMC staff time is necessary to make such late modification. The latest Timecards and Changes can be accepted is three business days prior to Payroll Approval deadlines indicated in the Payroll Calendar.
- ✔ CSMC will generate and distribute manual checks, as needed and without charge, for employee terminations and payroll corrections due to CSMC error

Scope of Services : Student Data

1.0 AGREEMENT SERVICE

1.1 Introduction

This document represents a Service Level Agreement (“SLA” or “Agreement”) between CSMC and “Customer” for the provisioning of services required to support one or more aspects of the school’s operational capabilities. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of all “Help Desk” services covered by CSMC.

1.2 Purpose

The purpose of this Agreement is to ensure that proper elements and commitments are in place to provide a consistent and high-quality service delivery to the Customer by CSMC. This document identifies the service goal needs of the Customer, identifies the various service components provided by CSMC, and serves to manage the expectations of both parties. Service level agreements help to avoid potential disputes and/or conflicts by providing a shared understanding of customer needs, CSMC capabilities, and anticipated support requirements.

1.3 Data Security

We believe that working with a large company such as CSMC is what sets us apart from a consultant. CSMC has been in business for over 13 years, has strict employee screening policies, and is completely insured.

Your Student Information System is protected by the following precautions:

- Your Student Information System is only accessed when directed by the school in effort to solve a ticket or to gather information for a state compliance reports.
- There is no information stored at CSMC (nothing is printed, all NSLP lunch forms, and medical records are stored at the school site with no access by CSMC).
- CSMC does not assign users to your Student Information System instance unless directed by the schools Primary Point of Contact. All security rights in the system are assigned by the system administrator.
- When CSMC employees are terminated or leave – all passwords are immediately changed and their access is eliminated from all areas.

CSMC takes the privacy of your student data very seriously.

1.4 Goals & Objectives

The goal of this Agreement is to obtain a mutual understanding of the support services CSMC will offer the Customer. The objectives of this Agreement are to:

1. Provide clear guidance to the roles & responsibilities of both CSMC and the Customer in regard to the utilization of the Help Desk services.
2. Present clear, concise, and measurable descriptions of each service provision to the customer.
3. Describe “Best Practices” for utilizing CSMC Help Desk services.
4. Provide opportunities for feedback to the Customer and for the Customer to provide formal written feedback to CSMC.
5. Offer guidelines for data collection and population to successfully meet state reporting deadlines and requirements.

The CSMC Help Desk acts as a central point of contact for all issues related to student data support services (e.g. non-financial or legal) offered through CSMC including, but not limited to, student information systems, state reporting, and other items as specifically identified in this agreement. This agreement also includes provisions for resolution of disagreements specifically related to the Help Desk. Finally, this agreement also describes the costs for additional (“Add-On Services”) that are offered on a per-item fee basis outside of the primary support contract, should the Customer desire to utilize these additional services.

Questions related to financial matters, legal issues, budgeting, accounts receivable and payable, human resources, etc. should NOT be directed to the CSMC Help Desk but should instead be directed toward either your CSMC Account Manager (AM), your CSMC School Business Manager (SBM), or directly to CSMC leadership. These matters are specifically NOT covered under this Help Desk Service Agreement.

All questions related to this Service Level Agreement should be directed to:

Sarkis Gharibian
 VP Student Data Services
 CSMC
 1210 W. Burbank Blvd., #B
 Burbank, CA 91506
 O: 213-293-3977 x 229
sgharibian@csmci.com

2.0 Customer Responsibilities

2.1 Data Integrity

DATA INTEGRITY REMAINS THE LEGAL RESPONSIBILITY OF THE SCHOOL.

CSMC is **not** responsible for data submitted after set deadlines, for inaccurate data posted to a school’s student information system, or for missing data. Schools retain the legal responsibility for populating their data systems with accurate and up-to-date information. If CSMC is tasked to upload data to any system, it remains the sole responsibility of the school to validate and verify the accuracy of all data before and after each upload. Schools are responsible for populating their data systems with accurate data **IN ADVANCE** of known deadlines and recognize that incomplete and inaccurate data may adversely affect the School’s ability to provide accurate state and attendance reports, and may negatively impact available funding. Schools are required to approve, certify, and sign off on all state reports prior to each certification.

2.2 CALPADS Student Data

Per our Service Level Agreement, schools are required to enter all the required information into their Student Information System for each actively enrolled student. In order for CSMC to be able to provide CALPADS services and guarantee successful and timely submissions we ask that schools enter all the required information upon enrolling a new student into their SIS.

For PowerSchool users, CSMC will install our custom CALPADS validation tool onto your PowerSchool. The school is responsible for utilizing and routinely monitoring the customization to ensure that there are no critical data elements missing from student records

2.3 Authorized Technical Contacts

CSMC's number one priority is to protect the data of your school. In order to prevent unsolicited or unwarranted persons from contacting our Help Desk, we require schools to submit a list of Authorized Technical Contacts (ATC) along with a Primary Point of Contact.

ATC's have unlimited Help Desk support via phone, email, and web portal. If the Help Desk receives a call from unauthorized school personnel they will be directed to contact their Primary Point of Contact first to request being added. The Primary Point of Contact can contact the Help Desk to add/remove ATC's at any given time.

2.4 Service Requests - Abandoned Tickets

Often a CSMC representative will need to submit a follow up question to gather more information about an issue from an Authorized Technical Contact. If a response to a follow up is not received within 7 business days, the ticket will automatically be closed and considered resolved. The Authorized Technical Contact will still have the opportunity to re-open the ticket by simply replying to the closed ticket notification.

2.5 SIS User Access

School personnel are responsible for managing administrator and teacher accounts. CSMC provides training on adding and deactivating staff members as well as cheat sheets and video tutorials on this specific function. It is important that this is managed precisely to ensure that your database is secure and that only authorized staff members have access at all times. As staff members leave or are terminated, their accounts should immediately be deactivated as a security measure.

2.6 Supplemental System Access

In order for CSMC to provide direct assistance with CALPADS, CBEDS, and the 20 Day Attendance Report we will need the appropriate login credentials. It is the school's responsibility to provide CSMC with the following:

- CALPADS User Account with full privileges
 - CSMC does NOT maintain the CALPADS LEA Administrator Account. The LEA Administrator account is the only account that can add additional users and is usually assigned to the school administrator. Since CALPADS passwords expire every 90 days it will be the school's responsibility to maintain their access after providing CSMC with their own account. If the LEA Administrator password expires, he/she will need to contact the CDE directly to have their password reset.
- LEA CBEDS Username and Password
- PENSEC Pin

Please note that without access the school holds responsibility for ensuring completion of each item above

3.0 CSMC Scope of Services

CSMC's Help Desk offers a specific, but limited, array of support services for Schools. Our catalog of services includes essential services that are often too complex or costly for smaller schools, CMO's, or school districts to maintain in-house.

The following services are covered by this agreement:

3.1 Help Desk Support

Email:

Authorized Technical Contacts can send a detailed email to helpdesk@csmci.com explaining the issue(s) they are experiencing. The email will automatically be entered into our ticketing system. When describing the issue, mention as much information as possible. Name of the report you are running, parameters you are setting, and screen shots will help us answer your question quicker.

Web Portal:

Requests can be submitted by Authorized Technical Contacts online via the Help Desk Web Portal (<https://csmc.zendesk.com>). This method gives you the ability to track progress of all tickets submitted in one centralized location. You'll also have access to our online community forum filled with lots of helpful tips and videos.

Telephone Support:

Assistance is available from 8:00 AM to 5:00 PM (PST), Monday through Friday, except when CSMC is closed due to observed federal holidays, administrative closings, inclement weather, or security concerns. If the Help Desk receives a call from an unauthorized person they will be directed to contact the Primary Point of Contact to request authorization. The Primary Point of Contact can email the Help Desk to add/remove Authorized Technical Contacts at any time.

3.1.1 Help Desk Priorities & Response Times

The Help Desk will use the following guidelines in prioritizing requests and will strive to begin working on the problem within the target timeframe. Actual response times may be shorter or longer depending on the volume of requests at any one time. The priority given to an incident is determined by a combination of its impact and urgency. The definitions below are used to establish the priority.

Impact	Criteria	Examples	Target Response Time
High	System or device down, critical business impact such as loss of revenue, no workaround available.	SIS is down. State or local district request. Board meeting preparation. Auditor on-site.	Within 4 business hours
Medium	Potential business impact that does not affect funding but affects operations.	GPA is inaccurate Emails not working New SSID Request	Within 24 business hours
Low	Non-critical tickets, general questions, enhancement requests, or documentation cases	Removing pre-registered student Cosmetic customization Import Student Photo Enhancement Requests General Questions	Within 2-5 business days

In addition to the impact level of an issue, CSMC also considers the Urgency of each request based upon the following three levels:

Urgency	Definition
High	Requires Immediate Attention
Medium	Requires resolution in near future
Low	Does not require significant urgency

As a result of evaluating the impact and urgency of each support ticket, we then categorize them on a one to five-point scale, as indicated below:

Priority	Critical or High Impact	Medium Impact	Low Impact
High Urgency	1	2	3
Medium Urgency	2	3	4
Low Urgency	3	4	5

Please note that Help Desk requests submitted via the phone are simply turned into written email tickets for tracking purposes. Submitting a written request eliminates the time required for a support staff member to create a new ticket, and may increase response time. Therefore, all Customers are STRONGLY encouraged to submit written help desk requests when appropriate.

3.2 Remote Assistance

CSMC utilizes Skype Business web conferencing to provide remote support. This allows our support staff to access the Customer’s computer screen to diagnose problems, provide one-on-one training, or to host group webinars.

3.3 Integration of Third Party Applications

CSMC assists in the integration of third party applications that are compatible with your SIS. CSMC cannot provide direct training on third party application or provide support for issues that may arise that are due to product defects or developed by user error. It will remain the responsibility of the School to communicate directly with the vendor to work those issues out. CSMC will work within the constraints of your SIS in ensuring that integration is setup as stated in the application setup guide.

3.4 On-Site SIS Trainings

To ensure your school or district success, we include (1) on-site Administrator training and (1) on-site Teacher training during your initial contract year. For each subsequent year additional on-site trainings can be purchased through our Add-On Services.

Administrative Training Topics Covered:

- Finding your way around your SIS
 - Signing in, enrolling students, searching for students, conducting searches, changing demographic information, printing reports for individual students, searching for staff members, changing staff information, inactivating staff members, etc.
- California State Reporting Information
 - Entering required student demographic information, English learner and immigrant information, entering lunch eligibility program records and other program information, creating discipline records, utilizing the validation tool to prepare for submissions, etc.
- Running Reports out of your SIS
 - How to run daily, weekly, and monthly attendance reports, how to do a quick export of student

data, how to search for perfect attendance, how to check for teacher attendance submission status, how to run gains and losses audit report, etc.

- Scheduling Students
 - How to view and modify an individual students schedule, how to drop a student from a class, how to add a student to a class, how to mass enroll students into classes, how to print student schedules, etc.

Typical attendees of the Administrative training include Administrators, Principal, Office Staff, Counselors, Registrars, Secretaries, Special Education Coordinators, and Lunch Staff.

Teacher Training Topics Covered:

- Logging in to take attendance vs. logging in to gradebook
- Taking attendance, viewing student pages, and printing reports
- Creating Assignments
- Entering Grades & Comments
- Linking Grades to Standards
- Creating Categories & Student Groups, etc.

All teachers **AND** at least one administrator should attend the Teacher training. It is very important that a school administrator be present at the teacher training. Often, trainees are asked questions related to school policy that only an administrator can answer. Having an administrator on hand will help solve this problem and at the same time, set the tone for all staff attending.

Following the trainings, Authorized Technical Contacts at each school will have unlimited Help Desk support which includes remote assistance. If, however, an additional on-site training is requested CSMC offers customized Administrative and Teacher trainings as an add-on service (See Add-On Services).

3.5 Planned or Emergency On-Site Assistance

CSMC may be contracted for special on-site assistance during unique circumstances or events. Please note: additional hourly or daily rates may apply.

3.6 Student Information System (SIS)

CSMC's SIS Support is defined by three phases; (1) Initial Product Implementation, (2) Ongoing Support, and (3) "Add-On Services (Fee-Based)". Each category is described in greater detail below.

Initial Product Implementation (IPI):

Initial Product Implementation services include all the basic elements required to get a SIS started and maintained throughout the year. This type of support is always offered to schools in their first year of operation. IPI includes both district and school level setups.

District Setup will include the following items – as required:

- Calendar Membership Types
- Citizenship Codes
- District Info
- Districts of Residence
- Entry Codes
- Ethnicity Codes
- Exit Codes
- Fee Categories
- Log Types/Sub Types
- Special Programs
- Schools/School Info
- Grade Scales
- GPA Calculations (non-custom)
- Test Scores
- Miscellaneous
- District settings required by state
- Log Entry Fields

School(s) Setup will include the following items – as required:

- Attendance Codes
- Attendance Code Categories
- Current Grade Display
- Final Grade Setup
- Full-Time Equivalences
- Preferences
- Bell Schedules
- Calendar Setup
- Activities
- Balance Alert
- Fee Types
- Miscellaneous
- Sub Login Settings
- Attendance Conversions
- Class Rank
- School settings as required by state
- GPA Student Screens
- Honor Roll
- Final Grade Entry Options
- Days
- Graduation Sets
- Next School
- Periods
- Rooms
- Years & Terms

Ongoing Support

Ongoing SIS support includes all elements covered in the Initial Product Implementation and includes a comprehensive checklist and system scan to ensure state reporting compatibility. Ongoing support is typically provided to schools that have already implemented their SIS and are looking to maximize their usage of the system.

Add-On Services

(See Add-On Services).

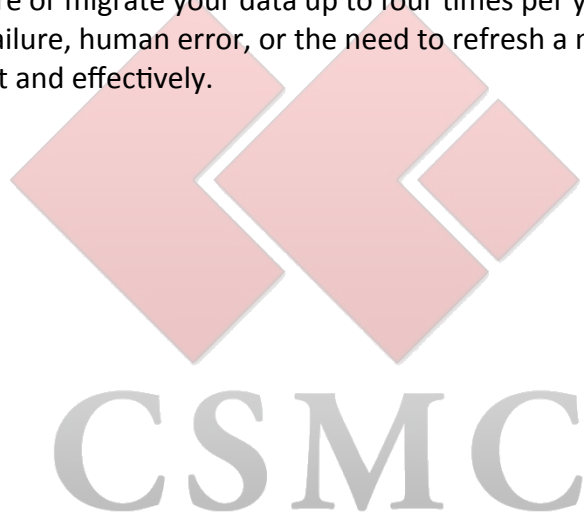
3.7 Server Hosting

For PowerSchool user's server management plays an important role in smooth operation of your PowerSchool instance. It helps in scalability, performance, and capacity of your site. The three options for hosting your PowerSchool server are; (1) Self-Hosting, (2) PowerSchool Hosting, and (3) CSMC Hosting.

Self-Hosting: PowerSchool 7 supports a Windows configuration using 64-bit hardware with a Windows Server 2008 R2 64-bit Standard Edition operating system. As a self-hosted school, you are responsible for all PowerSchool and state reporting version upgrades, ensuring your hardware meets the stated minimum requirements by PowerSchool, monitoring system stability and security, and performing routine maintenance.

PowerSchool Hosting: If your PowerSchool instance is hosted through PowerSchool's Hosting Service they will provide regular upgrades for your PowerSchool server as well as state reporting updates. All PowerSchool installations are hosted on a secure, off-site storage facility that is backed up nightly. Each data backup is stored for up to 7 days to protect you from the possibility of data loss.

CSMC Hosting: CSMC will host your data on our secure, top of the line servers which includes daily backups of your data, regular software and server maintenance, and upgrades to the latest version of PowerSchool and state reporting. CSMC will restore or migrate your data up to four times per year up to 7 days after a data loss event. Whether it is hardware failure, human error, or the need to refresh a non-production instance, we can restore or migrate your data fast and effectively.



3.8 SIS Conversions

Many schools do not remain with the same SIS for various reasons. CSMC provides support on SIS conversions. We will provide the Primary Point of Contact or the schools conversion project leader with import templates to complete for various tables within the SIS database. The school is responsible for

extracting the required data from their old Student Information System (SIS) and onto the provided templates. The integrity of the data will always remain a school responsibility so it is recommended to verify the data. Files must be saved in either CSV or XLS format and emailed to the Help Desk. CSMC will review and format as needed prior to importing into your new SIS.

Most Common Imports:

- Students
- Staff
- Courses
- Sections
- Historical Grades

It is important to keep in mind that not all Student Information Systems are built equal and that data conversion projects usually take 3-4 months depending on the amount of data being converted. Please take this into consideration when deciding on when to terminate your contract with your previous student information system. CSMC's priority is to ensure that your school is ready to operate before your first day of school.

CSMC can only work within the constraints of your SIS. If, for example, your previous student information system had features that do not exist in your new SIS we will first look for the best cost-effective resolutions to meet your school's needs. If none are available, you can consider our add-on services in HTML/Page Development.

CSMC

3.9 CALPADS

There are over 100 data entry points within your SIS that are required for the various submission phases of CALPADS. CSMC assists you through the entire CALPADS process from extracting your files, uploading your data, and correcting all certification errors for you. For PowerSchool users, CSMC will install a custom CALPADS validation tool that makes it incredibly simple for office staff to locate errors, make corrections, and assess overall CALPADS readiness all on one screen.

CALPADS Services Offered:

- Preparation of all four Fall 1 extracts per school (SENR, SINP, SELA, SPRG) for import to CALPADS.
- Preparation of all four applicable Fall 2 extracts per school (SDEM, SASS, CRSE, SCSE) for import to CALPADS.
- Preparation of all five applicable EOY extracts per school (CRSC, SCSC, SDIS, SCTE, STAS).
- Install CSMC custom CALPADS Validation Tool onto your PowerSchool server (If Applicable).
- Correct all submission errors and post each extract per submission cycle.
- Correct all fatal certification errors to ensure certification for Fall 1, Fall 2, and EOY.
- Provide Primary Point of Contact with Direct Certification Report upon request.
- Provide Primary Point of Contact with CALPADS ODS Foster Youth Report upon request.
- Communicate with school and neighboring districts in resolving Concurrent Enrollments, Multiple Identifiers, and Exit Reason Discrepancies to ensure certification.
- Create new SSID's and exit transferred students on CALPADS on a bi-weekly basis. Urgent SSID requests can be expedited by submitting a Help Desk ticket.
- Provide Primary Point of Contact with all aggregate reports and a sign off sheet with each of the three submissions.
- Work with Primary Point of Contact before and during amendment window in correcting any data entry errors.
- Demographic Data Corrections for Accountability Reports
- CBEDS Submission

3.10 Attendance Reporting (P-1, P-2, P-Annual)

If your contract includes attendance support, CSMC will provide direct assistance with all your P-Reports (P1, P2, and P-Annual). The school is responsible for communicating the district deadlines and report parameters to CSMC. CSMC will provide the customer with the P reports for verification. Upon verification of the P-Reports provided by CSMC, each customer has the option to submit to the authorizing offices directly or request CSMC to do so. The customer is responsible for entering student attendance and the student data required for accurate reporting, such as: entry date, exit date, class enrollment, grade level, special program enrollments, district of residence and attendance for each student within the student information system.

Attendance Support Services Include:

- Charter Status Report (P1, P2, and P3)
- Attendance Charter School Report (P1, P2, and P3)
- Charter School Physical Location Report (P1, P2, and P3)
- Basic Aid Supplemental Charter School Report (P1 and P2)
- Charter School Audit Adjustments to CALPADS Data (If Applicable)

From time to time additional reports may be requested by each authorizer. Those reports are considered

supplemental and vary in complexity for each district. Examples of some supplemental report requests include attendance backups, demographic information about your students, LCFF statuses, CALPADS ODS extracts, etc. These types of supplemental reports are only requested by a small number of districts and County offices. We can provide assistance in gathering supplemental information since most of the time they are found on CALPADS, however, in terms of submittal, schools are responsible for submitting these data.

To alleviate the task of producing supplemental reports, CSMC can aid in interpreting the requests and pulling reports from the SIS. Customer must submit a ticket to the CSMC Help Desk to request this type of assistance.

3.11 Charter 20 Day Report

If your contract includes attendance support, CSMC will provide direct support with the completion and submission of the 20 Day Advance Apportionment report. CSMC will provide the customer with the report prior to submitting it to the state via the online portal. It is the customer's responsibility to provide CSMC with the online portal log in credentials and any deadlines set by the authorizing office. The customer is responsible for entering student attendance and populating the student data required for accurate reporting such as: entry date, exit date, class enrollment, attendance, and LCFF eligibility.

To alleviate the task of producing supplemental reports, CSMC can aid in interpreting the requests and pulling reports from the SIS. Customer must submit a ticket to the CSMC Help Desk to request this type of assistance.

3.12 Local Data Requests

Local county or district offices may request student data from time to time and the complexity of the requests often vary from a simple export of student demographics to cross table comparison reports. CSMC can provide you with extracts of what is available in your SIS, however, some requests may involve merging data from multiple systems into one cumulative summary report. In these cases, CSMC will extrapolate and provide you with the information you need in a workable format. The school will remain responsible for merging the data from the other systems and submitting the report to the requester. Due to the time-consuming nature of completing such data merge projects CSMC can aid in performing vlookups, pivot tables, and charts as an add-on service (See Data Entry Add-On Services).

4.0 General Assumptions

The commitments in this agreement are based upon the following assumptions:

1. Scheduled holidays will be included in the Service Level Agreement in which the Help Desk will be unavailable or will operate in a reduced capacity (e.g. no phone support).
2. Periodic database and application maintenance will occur throughout the year both during “off-hours” (e.g. 12 am to 5 am) and rarely during normal operational hours.
3. All planned service or software outages will be communicated via email to the school.
4. Changes in Customer’s staffing will be communicated immediately to CSMC so that at least one Primary Point of Contact is maintained at all times.
5. **The initial setup of your School will take several days of work on the part of the school leadership.** Adequate time should be set aside to review the documents provided, complete the worksheets, and submit the information to CSMC well in advance of the first day of school. Customer should expect a considerable amount of “back-and-forth” until the systems are set up properly.
6. Implementation services will be delivered remotely as a standard. Any travel costs related to implementation project will be invoiced and paid by customer.
7. Direct services related to CSMC financial services (e.g. Payroll, accounts receivable/payable, Human Resources, etc.) are explicitly NOT covered by this Help Desk Service Level Agreement.
8. Customer must identify a **Primary Point of Contact (“PPC”)**. This person will be CSMC’s primary contact, available throughout the contract term, to assist in any implementation tasks required for the setup and maintenance of each system.
9. Customer will provide data and information requested in a timely and efficient manner and work cooperatively with CSMC during setup and configuration of all schools.
10. Customer should expect to spend several hours each day maintaining the basics of their SIS at the school level (e.g. taking attendance, lunch counts, updating student and parent data, etc.). In no way does CSMC replace the need for on-site, daily support for SIS and the need for a single Primary Point of Contact (e.g. your office manager).
11. Customer’s Primary Point of Contact should have adequate (e.g. beyond basic) technical skills. For instance, they should be able to email files, convert files from Excel to .txt files, be able to retain usernames and passwords for sites, bookmark web pages, use Microsoft Excel/Word, and be able to routinely conduct basic computer tasks.
12. Customer will provide or have available a working land-line telephone with conference calling (e.g. speakerphone) capabilities for training sessions and webinars.

5.0 Limitations & Exclusions

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- Due to factors outside CSMC’s reasonable control
- Due to missing and/or incorrect content in the Customer’s student information or student assessment systems
- Due to interdependencies
- Due to resource constraints and/or school priorities
- Due to a payment or service ‘Hold’

6.0 Critical Success Factors

6.1 Changing Needs

At CSMC we know that our success in resolving support issues directly impacts your success and vice-a-versa; if your school is successful we hope to be retained as your student data services support provider. As a result, we approach each problem as an opportunity to support your school and make you successful. We have a very strong track record of success but cannot resolve 100% of all issues that come across our Help Desk. Some problems may fall out of the scope of this Service Level Agreement or outside the scope of our internal expertise. We will, however, endeavor to resolve each issue that comes before us as time and resources allow.

6.2 Setting Client Expectations

We also know from experience that Customers who were led to believe that the Help Desk was going to provide direct services that fall outside of the scope of our Service Level Agreement will leave disappointed. Therefore, it is imperative that Customer's leadership team and specifically the Primary Point of Contact understand, acknowledge, and agree to the provisions of this document.

6.3 Cost Effective Operations

From time to time the Help Desk personnel may "push-back" with suggestions on less expensive or in-house solutions to Customer's requests for fee-based "Add-On Services" in order to maintain a cost-effective program. Add-On Services exist because the need is there, but they also represent internal costs to the Help Desk that we must cover through additional charges.

6.4 Safeguarding Confidentiality of Data

Unauthorized access by an outside hacker or a disgruntled employee can cause serious damage or destruction to confidential student data and turn out to be a huge headache. Our Authorized Technical Contact policy is the best countermeasure to safeguard your data. We hope that you view this policy as a means to better protect your school from data loss and/or unsolicited manipulation of your school's configuration. The last thing we want to happen is for the wrong person to gain access to your school's confidential data. Such a policy is imperative to prevent unwarranted access to your SIS and modification to system settings without prior administrative approval.

7.0 Complaint Escalation & Resolution Procedures

Registering a formal complaint.

All complaints relating to the operation of the Student Data Services, including:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document of the relationship between CSMC and Customer

Received by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems.

8.0 Procedure for Requesting Exceptions to Standards or Policies

The following process will be followed if additional services to this SLA are required or desired.

8.1 A Project Change Request (PCR)

A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.

8.2 CSMC will review the proposed change and recommend it for implementation or reject it. A PCR must be signed by the authorized Customer to authorize the quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required.

CSMC

9.0 Critical Reporting Deadlines

SEPTEMBER

- Charter 20 Day1

OCTOBER

- Charter 20 Day1 (continued)
- First Wednesday of October: Census Date
- Last day of October: CBEDS Deadline

DECEMBER

- Mid-December: CALPADS Fall 1 Submission Deadline
- P1 Report Due1

FEBRUARY

- Late-February: CALPADS Fall 2 Submission Deadline
- Early February: CALPADS Fall 1 Amendment Window Deadline

MARCH

- Late-March: CALPADS Fall 2 Amendment Window Deadline

APRIL

- P2 Report Due1

JUNE

- P-Annual Report Due1

JULY

- Mid-July: CALPADS EOY Submission Deadline



10.0 Unsupported Tasks

1. CSMC does not evaluate the performance of school personnel.
2. CSMC does not grade student work, or evaluate student performance, etc.
3. CSMC does not take daily student attendance.
4. CSMC does not monitor the lunch process (e.g. who has paid, not paid, eligible for free/reduced, etc.).
5. CSMC does not offer project management for IT tasks that fall outside the items specifically identified in this service level agreement.
6. CSMC does not provide copy (e.g. written documents) for school web sites.
7. CSMC does not complete data entry tasks. Example of a data entry task includes transferring data from paper enrollment forms, emergency card information, or immunization information into your SIS. CSMC can however provide this level of support through our Add-On Services.
8. Direct mobile application support for parents (e.g. iPhone app, iPad app). While CSMC can perform the initial set-up /access to these services, we do not offer direct support for parents or students in using these mobiles services.
9. CSMC does not define your master schedule. CSMC does not provide direct services for determining the course and section offerings, teacher qualifications, and appropriate placement of students. This is an activity reserved for School Leadership and Certificated/Credentialed teachers and administrators.
10. CSMC does not perform student scheduling on behalf of schools. Scheduling and mass enrolling students into sections is taught during the initial administrator training.

11.0 Add-On Services

Add-On Services Billing

Add-On Services are invoiced upon completion of each deliverable on the last day of the month it was completed. All Add-On Service invoices shall be paid immediately upon receipt of the invoice. (The terms are NOT Net 30).

A. Custom PowerSchool HTML Page Development - \$95/hr

Don't like the way some of the pages within PowerSchool look by default? Want to change the coding on any particular page? If so we can customize PowerSchool to meet your needs. Requests for customization will be evaluated to ensure that it falls within the constraints of PowerSchool and are billed at an hourly rate of \$95.

B. Custom PowerSchool Common Core/Standards Based Report Cards

Option A: CSMC Provided Standards and CSMC Provided Report Card Template

Setup Fee: \$100.00

Price per Grade Level: \$300.00

CSMC Provided Standards

CSMC will provide a complete list of common core standards and you will have the option to associate applicable standards to courses of your choice. Limitations include not being able to remove any parent standards or add any standards outside of the original list provided.

CSMC Provided Report Card Templates

CSMC provided report card templates cannot be edited other than the school name, address, reporting terms, logo, and title. Any additional modifications will require the purchase of School Provided Custom

Report Card Templates.

Option B: School Provided Standards & Report Card Template

Setup Fee: \$100.00

Price per Grade Level: \$450.00

School Provided Standards

CSMC will provide an import spreadsheet and a guide. CSMC will offer guidance and support but the customer is ultimately responsible for the completion of the import spreadsheet.

School Provided Custom Report Card Templates

The customer is responsible for the formatting, design, and layout of each report card template. The customer must provide a FINAL “print-ready” PDF or JPEG document for each unique page. CSMC will not make any edits to the templates provided and will begin work immediately upon receiving the templates. Any requested changes to the template after the project begins will be subject to modification fees at an hourly rate of \$150/hr billed in addition to the overall cost of the report card project.

Turnaround Time

The standard turnaround time for any report card project is 4-6 weeks upon receipt of a signed “Report Card Service Agreement” and final print ready custom report card templates. Changes or delays in getting CSMC the custom report card templates will further postpone the completion of this project. Your timeliness is greatly appreciated.

Rush Service

Customers may have the option to request a “rush service” for a 2-3 week turnaround for an additional fee of \$500.00. Please inquire about “rush service” availability. We will do our best to approve this option if requested however we do reserve the right to deny a “rush service” request.

C. SIS Data Entry Services \$95/hr

CSMC can assist with certain data entry tasks on an as needed basis for an hourly fee of \$95 which varies depending on the scope of the data entry project.

- Enrollment Forms
- Emergency Card Information
- Historical Grades
- Historical Attendance
- Fees
- Immunizations
- Test Scores
- Local Data Requests
- Student Scheduling

D. Additional On-Site PowerSchool Training

To ensure your school or district success, we include (1) on-site Administrator training and (1) on-site Teacher

training during your initial contract year. For each subsequent year additional on-site trainings can be purchased through this request form.

Pricing:

Within 150 miles of our Los Angeles office (91506)

- Admin Training (4 hours): \$500
- Teacher Training (2 hours): \$500
- Custom Half Day Training (Up to 4 hours): \$500
- Custom Full Day Training (4-8 hours): \$1,000

More than 150 miles from our Los Angeles office (91506)

- Admin Training (4 hours): \$1,000
- Teacher Training (2 hours): \$750
- Custom Half Day Training (Up to 4 hours): \$1,000
- Custom Full Day Training/Visit (4-8 hours): \$1,500

Note: For an onsite training request that is more than 150 miles from our LA office a 4 week advance notice is required from the preferred training date entered on this form.

E. PowerScheduler Load Process (\$2500)

PowerScheduler is a powerful tool that can schedule most your students. Based on your finalized master schedule, a successful run of this feature can schedule 70%-90% of your students.

Using this feature requires at least one project manager to continually enter, manage and maintain the data in PowerScheduler at least 2-3 months before the end of your current school year.

CSMC will provide the school assigned project manager(s) the resources and (1) full day on-site training in achieving the highest percentage possible of students being scheduled while mitigating the need to manual scheduling your students to a minimum. CSMC will also provide continued support and guidance via the Help Desk.

Currently we do not offer support services for the PowerScheduler Build Process and for schools with less than 500 students.

F. Custom PowerSchool Reports - \$95/hr

Having trouble finding the perfect report in PowerSchool that fits your school's needs? We can help build the reports that you need to be successful with running your school! PowerSchool stores a wide variety of data related to your school. Figuring out where all your data is stored and retrieving it into a custom report can be very difficult for the typical school staff member.

MASTER SERVICES AGREEMENT

BETWEEN CSMC & American Indian Model Schools

This Master Services Agreement ("Agreement") is entered into as of 7/1/2018 ("Effective Date"), by and between Charter School Management Corporation ("CSMC"), and American Indian Model Schools ("Charter School" or "Client"), for CSMC's provision of back office services to Charter School on the terms set forth herein:

- 1. Term:** The term of this Agreement shall be from the Effective Date until 6/30/2019 (the "Initial Term"). This Agreement shall automatically renew for consecutive additional 0 year terms unless either party provides written notice of non-renewal to the other at least 60 days prior to the expiration of the then-current term (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) are referred to as the Term.
- 2. Services:** CSMC shall perform the services set forth in Scope of Services attached hereto and incorporated herein, which may include finance and accounting, payroll and human resources support, business consulting, board meeting support, facilities guidance, compliance, and charter development and grants administration support services. Upon mutual written agreement, the parties may modify the scope of Services by revising Scope of Services at any time.
- 3. Excluded Services:** Other than the Services set forth in Scope of Services, CSMC is not responsible for any other services, unless mutually agreed to in writing. Examples of excluded services include, but are not limited to, legal services or legal costs, technology installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant-writing or fund-raising, hiring, meetings with outside parties (e.g., the Charter School Board or authorizer) beyond those meetings required to accomplish the Services, Special Education administration, testing, assessment, compliance with the Every Student Succeeds Act, compliance with government grant requirements, audits, attendance accounting, employee performance reviews, Student Information Systems support, and other outside professional services costs ("Excluded Services"). If the Charter School wishes to obtain Student Information Systems support, the parties shall enter into a supplemental service level agreement that outlines the parameters of all student data services.
- 4. Compensation:** In exchange for CSMC's provision of the Services, Charter School agrees to pay as follows:
 - **Services Fee:** CSMC does not solely base its fees on the number of students at a charter school. Instead, it provides an economic, tailored flat rate that is a result of CSMC's discussion with the school about its specific needs. The fee for Services for Charter School shall be as set forth in Scope of Service ("Services Fee"). This Services Fee shall apply to the provision of Services starting 7/1/2018.
 - **Revision of Services Fee During Term:** Upon mutual written agreement, the parties may modify the Services Fee by revising Scope of Services at any time, e.g. to reflect an agreed-upon change in the scope of Services. CSMC also closely tracks the hours it spends on performing the tasks for Charter School. If at any time CSMC or Charter School believes the Services Fee does not accurately reflect the amount of work and resources expended by CSMC, the parties shall enter into good faith discussions to increase or decrease the Services Fee.
 - **Rate for A La Carte Services:** Should Charter School desire a la carte services at any time during the Term, CSMC would be pleased to provide such a la carte services subject to CSMC's capacity and written

agreement. A la carte services shall be provided at the Discounted Fee Rate described in subsection 4.b above, unless the parties mutually agree on another rate.

- The A la carte services may include: grant-writing (e.g., PCSGP), LCAP and annual updates, LEA plans, and School Wide plans, any in-person board attendance beyond 24 hours in a year, drafting new and renewal charter petitions, facility acquisition and lease negotiation support, Charter Vision Achievement module support, charter revocation and notice compliance support, and implementation of computer systems.

For services work, CSMC shall send invoices and all fees due to CSMC must be received by CSMC within 30 days of the date of invoice. CSMC reserves the right to suspend the provision of Services in the event an invoice is 30 days past due. Additionally, CSMC retains the right to assess a 1.5% per month (18% per annum) late charge or the maximum legal rate of interest, whichever is less, on unpaid balances that are over 30 days past due. Charter School shall reimburse CSMC for all reasonable costs incurred, including reasonable attorney's fees, in collecting past due amounts owed by Charter School.

5. Charter School Obligations: In addition to the obligations listed in Scope of Services, Charter School shall be responsible for the following:

- **Timely Submission of Information:** In order to provide the Services, CSMC relies on Charter School to provide timely, accurate and complete information, and to cooperate reasonably with CSMC. CSMC shall not be responsible for any missed deadlines if Charter School and/or Charter School's contractors (e.g. auditors) fails to timely provide necessary information and materials to CSMC. A submission is timely under this Agreement if CSMC, in its sole discretion, determines it has sufficient time to complete its required tasks.
- **Right to Rely:** CSMC has the right to rely upon the truthfulness, completeness and accuracy of the information and data provided by Charter School, its directors, officers, employees and agents. CSMC shall not be expected to, and Charter School may not rely on CSMC to, discover and disclose errors, fraudulent financial reporting, and misappropriation of assets, or illegal acts that may exist at one or more schools or offices operated by Charter School. Charter School understands and agrees that CSMC has no responsibility to identify and communicate deficiencies in Charter School's internal controls as part of CSMC's provision of Services under this Agreement.
- **Notice of Material Changes:** Charter School shall immediately inform CSMC of any material change in Charter School or Charter School's operations that might impact CSMC's ability to provide the Services under this Agreement.
- **Compliance:** CSMC's services will assist Charter School's back office operations, but CSMC shall not be responsible for auditing Charter School's information and operations for completeness and compliance. Charter School is solely responsible for adopting and adhering to reasonable policies and procedures, and for ensuring the Charter School remains in compliance with all applicable rules and regulations, its charter(s) and any MOUs or other contracts, and sound fiscal operations.
- **Direction:** Charter School acknowledges that by providing the Services, CSMC performs an advisory and task-related function, and therefore provides the Services at the direction of Charter School. Charter School retains ultimate decision-making authority on the execution of agreements, transactions and payments, and the determination of rights, processes, controls and obligations rests entirely in the discretion and control of Charter School. The Charter School is responsible for attendance tracking and reviewing employee performance.

6. Document Retention: Charter School shall be responsible for providing CSMC with all records pertinent to the Services, including information stored electronically such as e-mails and other computerized records. Charter School agrees to retain, and not destroy, such records for the duration of any period mandated by applicable laws. CSMC shall retain its files for 3 years or may return them to Charter School, after which time CSMC shall destroy its files unless Charter School requests in writing that CSMC retain files for shorter or longer retention period.

7. No Legal Services: Charter School acknowledges and agrees that CSMC does not provide legal services or licensed accounting services, and such licensed professional services are not included within the services which CSMC may provide under this Agreement. Charter School agrees to consult a lawyer and/or licensed accountant if Charter School seeks legal or accounting advice, and shall not rely on CSMC for such advice, consultation or services.

8. Support Regarding Charter Notices and Revocation: Unless expressly included within the Services or otherwise mutually agreed upon by the parties, CSMC shall not be responsible to perform any services related to any charter revocation, notice to cure, notice of concern or related notices, and CSMC shall not be responsible for performing any services related to any closure of any school operated by Charter School.

9. Limitation of Services: CSMC cannot guarantee that the Services it provides under this Agreement will yield the results sought by Charter School. CSMC will use good faith efforts in providing Services to secure the reasonable objectives sought by Charter School during CSMC's performance of its Services under this Agreement. Charter School understands and agrees that it is retaining CSMC to perform only those Services defined herein and in Scope of Services. Charter School agrees that CSMC will have no liability for, or indemnity obligations arising out of, CSMC's provision of any services, task or work not included within the definition of Services.

10. Limitation of Liability: The parties agree that CSMC's liability for any and all claims, damages and costs (including legal fees) of the Charter School arising from this Agreement is limited to the amount of fees paid by the Charter School to CSMC for the services rendered under this Agreement. In addition, Charter School expressly agrees to waive (among other damages) any and all punitive and exemplary damages in any proceeding.

11. Limitation of Liability for Referral: The Services which CSMC is required to perform under this Agreement do not include referring Charter School to any other service provider, person or company. If CSMC is asked and elects to make a referral, Charter School acknowledges and agrees that Charter School shall be solely responsible for interviewing, researching, and retaining any such service provider, person or company, and Charter School shall rely on its own assessment in making any hiring decision. CSMC does not warrant or guarantee the services, work or results of any service provider, person or company which CSMC may refer to Charter School.

12. Employee Recruitment Restriction: Charter School recognizes and acknowledges that CSMC expends considerable time and effort and incurs substantial costs in recruiting, training, and retaining qualified personnel. Charter School agrees to not hire as an employee or independent contractor, either directly or indirectly, any employee of CSMC, who has provided services to Charter School under this Agreement, during the term of this Agreement and for period of 6 months after such person's termination of employment with CSMC. Charter School agrees that a breach of the foregoing restriction would cause irreparable harm to CSMC's business and the damages therefrom would be difficult if not impossible to measure. Consequently, if

Charter School breaches this provision, Charter School agrees to pay to CSMC an amount equal to 25% of the individual's projected annual compensation from CSMC.

13. Governing Law and Dispute Resolution: This Agreement shall be construed in accordance with the laws of the State of CA. CSMC and Charter School agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. Arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in Orange County, California. The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement, and that any claim commenced or filed after that time shall be time-barred as a matter of law.

14. Termination:

- Either party may terminate this Agreement for breach of a material term or condition of this Agreement upon 60 days written notice to the other party. Such written notice shall specifically identify the breach and provide 30 days to cure. Upon any termination under this section, Charter School shall pay CSMC for all services rendered by CSMC prior to the effective date of termination.
- CSMC may terminate this Agreement immediately upon written notice and without liability in the event: (i) Charter School, in CSMC's reasonable judgment, violates any of its obligations described in Section 4. Upon any termination under this section, Charter School shall pay CSMC for all services rendered by CSMC prior to the effective date of termination, and Charter School shall also pay CSMC for any and all costs resulting from such early termination, such as costs related to demobilization.

15. Insurance: Charter School represents and warrants that it has obtained property general liability insurance, workers compensation insurance, automobile insurance (to the extent applicable), and insurance coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability as may be required and in amounts as set forth in its charter(s).

16. Indemnification: Charter School shall indemnify CSMC and hold harmless its directors, officers, employees, and agents from and against any and all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors, or omissions of Charter School. To the extent that Charter School properly directs CSMC, and to the extent that CSMC fails to properly perform the Services, CSMC shall indemnify and hold Charter School and its officers and employees harmless from and shall defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part, but only to the extent that they arise from CSMC's active negligence or express breach of its obligations under this Agreement. Nothing in this Agreement shall require CSMC to indemnify Charter School against claims, demands or suits based upon intentional or negligent acts of Charter School, its agents, officers or employees.

17. Proprietary Information: The parties acknowledge and agree that in the course of this Agreement they

may have access to certain information proprietary of each other, which may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information, and employee information (collectively, the “Proprietary Information”). Each party’s Proprietary Information shall be and remain the sole property of that party at all times. Each party shall maintain the confidentiality of all Proprietary Information to the extent applicable and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. Each party shall take reasonable precautions against disclosure of any of the other party’s Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. In the event that either party receives a request for disclosure of the other party’s information, including Proprietary Information, (whether pursuant to a CA Public Records Act request or otherwise), the party that received the request shall provide the other party with prompt notice of the request. Each party agrees to keep all communications and work product confidential to the extent allowable by law.

18. No Joint Venture: The parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established herein. CSMC shall be free to provide similar services for other clients.

19. Parties Are Sole Obligor: This Agreement is entered into by the Charter School for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. Any obligation of the parties to this Agreement is and shall remain the sole responsibility of the parties. CSMC agrees that no employee, executive, officer or director of Charter School shall be personally liable for payment or any breach of this Agreement, and that CSMC may only look to Charter School for payment or performance of the obligations required under this Agreement. Likewise, Charter School agrees that no employee, executive, shareholder, officer or director of CSMC shall be personally liable for payment or any breach of this Agreement, and that Charter School may only look to CSMC for payment or performance of the obligations required under this Agreement. In addition, CSMC will be providing Services only to Charter School under this Agreement, and will not be required to perform work or services to any company or person affiliated with Charter School.

20. Communication Between Parties: Charter School will direct all communication to the CSMC Account Manager and/or the School Business Manager. CSMC will direct all communication to Charter School’s designated primary contact defined in the Notice section below.

21. Notice: All notices, requests, offers or demands or other communications (each, a “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 service if personally served on the party to whom Notice is to be given, by electronic mail at the address below, 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, or such other address for such party as shall be specified in a Notice given in accordance with this Section.

For CSMC	For Charter School
CSMC 43460 Ridge Park Dr. Temecula, CA 92590 slanni@csmci.com Attn: Sandro Lanni	American Indian Model Schools 171 12th Street Oakland CA94607 susan.schickman@aimschools.org Attn: Susan Schickman

22. Headings: The descriptive headings of the sections and 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. Assignment: Charter School shall not assign this Agreement, any interest in this Agreement, or any of its rights or obligations under this Agreement without the express prior written consent of the CSMC. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns. CSMC reserves the right, in its sole discretion, to subcontract Services to qualified subcontractors.

24. Entire Agreement: This Agreement, including its attachments, 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. Compliance with Laws: Each party agrees to comply with all applicable laws in connection with the performance of such party's obligations under this Agreement and the operation of such party's business. As used herein, "law" means any federal, state, local or foreign law, statute, ordinance, franchise, permit, concession, license, write, rule, regulation, order, injunction, judgment or decree.

26. Amendments: No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties.

27. 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.

28. Severability: If any provision of this Agreement is invalid or contravenes CA 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 business purpose of this Agreement.

29. Counterparts- Electronic Signatures: 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 copy or .PDF copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

Please note that CSMC does not provide legal services and all work should be reviewed by Charter School's legal counsel as appropriate. Please also note that we will review and possibly revise these fees after the first year if there are appreciable student enrollment changes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Charter School Management Corporation
By: _____
Name: _____
Title: _____
Date: _____

American Indian Model Schools
By: _____
Name: _____
Title: _____
Date: _____

Addendum

With this contract, in addition to assigning a School Business Manager to the school, we will also provide a School Service Manager whose responsibility is to visit the school weekly (1-2 days per week) to gather the necessary documents to be forwarded to the CSMC's Account and Payroll managers assigned to the school, as well as provide the school office personnel with the necessary guidance and operation support.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth.

Charter School Management
By: _____
Name: _____
Title: _____
Date: _____

American Indian Model Schools
By: _____
Name: _____
Title: _____
Date: _____



Service Contract

A grayscale photograph of four children, two boys and two girls, standing in a line. They are all wearing backpacks and smiling. The boy on the far left is pointing towards the camera. The girl next to him is looking down. The boy next to her is looking up and to the right. The girl on the far right is looking towards the camera and has her hand near her head.

American Indian Model Schools
171 12th Street
Oakland, CA 94607
7/1/2018

CSMC
43460 Ridge Park Drive
Temecula, CA 92590
888.994.CSMC

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CSMC CONTRACT : PRICE SHEET



American Indian Model Schools

171 12th Street
Oakland, CA 94607

Details : Initial Term 7/1/2018 - 6/30/2019

Services Selected	Setup Fee	Unit Cost	Units	Total Cost
Back Office & Payroll Services, SIS Support & CALPADS Reporting	\$0	\$30,500	12	\$366,000
			Total	\$366,000

Summary : Entirety of Terms Set Forth

Term Description	Term Start Date	Term End Date	Total Price
Initial Term	7/1/2018	6/30/2019	\$366,000
Year 2	7/1/2019	6/30/2020	\$402,000
Year 3	7/1/2020	6/30/2021	\$432,000

I authorize CSMC to automatically charge my account on a monthly basis for amounts due that are outlined in this pricing sheet.

Signed By:

Name: Susan Schickman

Date: _____

Signature: _____

Scope of Services: Back-Office

1. FINANCE & ACCOUNTING

Budgeting:

- Create annual and multi-year budgets including monthly cash flow projections – At beginning of the Agreement, CSMC works with the Charter School leader to create annual and multi-year budgets in time for submission to the State and authorizer. Annual budgets are strategic documents that capture the operations and direction of the Charter School.
- Make budget revisions (as needed and upon Charter School request) – CSMC revises budgets as needed to reflect changing circumstances at the Charter School (e.g. enrollment or personnel changes, grant awards, etc.).
- Updated monthly budget forecasts – CSMC tracks budget to actuals and updates the budget forecast as appropriate.

Financial Statements:

- Monthly year-to-date financial statements – CSMC prepares Year to Date (YTD) actual results compared to budget for board meetings or as requested.
- Charter Vision Access for Board Reports - Charter School has access to Charter Vision financial portal, which contains a convenient Board Report function that produces year-to-date financial through the most current closed month. CSMC typically closes books monthly within 15 business days of the following month, provided all supporting documentation has been transmitted to CSMC.
- Monitors cash position – CSMC monitors the Charter School's cash position to anticipate possible cash shortfalls.
- Customized financial analysis – CSMC performs reasonable financial analyses that the Charter School staff or board requests, e.g. providing a comparative analysis of the school's budget relative to industry norms or fulfilling a request of information from the authorizing entity. Upon request, CSMC can also develop financial health analysis so board and staff can quickly focus on the most important financial issues.
- Support in resolving financial issues – CSMC helps the Charter School leader find solutions to financial issues by recommending budget changes and/or identifying sources of potential funding

Accounting:

- Setup of Charter School's chart of accounts and general ledger – CSMC sets up and maintains the school's Standardized Account Code Structure (SACS)-compliant chart of accounts.
- Customized account codes – CSMC can add customized account codes for unique features of the Charter School program.
- Restricted funds tracking – CSMC tracks revenue and expenditures by fund, e.g. tracking by implementation grant funds, expenses or Title I expenditures.
- Training using CSMC accounting procedures– CSMC trains Charter School staff on coding and CSMC accounting procedures and practices.
- Transaction recording – CSMC records all transactions in a computerized accounting system that is available for viewing on Charter Vision.
- Journal entries and account maintenance – CSMC prepares and records journal entries and maintains the general ledger according to accepted accounting standards.
- Bank reconciliation – CSMC reconciles primary bank and investment accounts to general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as

required.

- Capitalized Assets – CSMC records capital assets in the general ledger according to Charter School financial policy and according to Generally Accepted Accounting Standards. CSMC also records depreciation on an annual basis and maintains a schedule of capitalized assets and accumulated depreciation. Charter School is responsible for tagging and conducting inventory for all fixed assets whether capitalized or non-capitalized for internal control purposes and other compliance reporting
- Charter Vision accounting reports - The Charter Vision portal allows the Charter School and CSMC to generate financial reports on an as needed basis. Charter School can generate reports including, but not limited, to: detailed account activity, including scans of all invoices entered through the accounts payable system; check register activity; summary of budget, expenditures by account; cash balances; payroll register (for periods when payroll is processed by CSMC); revenues; and general ledger.

Accounts Payable & Receivable:

- Revenue verification – CSMC reviews revenue intake and verifies that the Charter School is receiving accurate amounts of state and federal funds based on its enrollment and other pertinent factors. CSMC reviews revenue intake and verifies through available state Department of Education schedules.
- Revenue collection for improperly calculated payments – if the funds received from the state or the county/district do not reflect the proper amounts and there appears to be a calculation error, CSMC will contact the appropriate officials and alert them of the issue. CSMC will use reasonable efforts to negotiate on behalf of the Charter School in disputes with funding agencies over improperly calculated payments.
- Accounts Payable functions:
 - Invoice processing - CSMC conducts invoice processing for Charter School. After coding from Charter School and approval from the Charter School leader or designee, CSMC enters invoices within 2 business days into financial tracking software. Charter School is responsible for submitting weekly package (unless other time frame is agreed upon) of invoices, deposits, payment documents that conform to CSMC forms and processes.
 - Invoice review - CSMC reviews invoices to assist in the prevention of double payments or double billings on multiple invoices. CSMC alerts Charter School to payment issues with vendors.
 - Invoice payment support - CSMC also verifies that funds are available to pay the bill, and notifies Charter School if there are not sufficient funds.
 - Fund verification is only available if there is online read-only bank access and if all checks are processed through CSMC.

Purchasing:

- Vendor selection – CSMC may provide recommendations of vendors based on its experience with vendors around the state and country subject to Section 11 of the Agreement.

Government Financial Reporting:

- Preliminary and final budget reports – CSMC prepares and files the preliminary budget report by July 1st (or earlier if required by the authorizer) based on the board adopted budget, unless Charter School agrees to file reports. CSMC also can prepare a final budget upon request.
- Interim financial reports – CSMC prepares and files the two interim financial reports to the county by the December 15 and March 15 (or earlier if required by the authorizer) deadlines.
- Audited financial reports – Subject to timely receipt of information and/or materials from the School and/or the auditor, as applicable, CSMC prepares all financial information for the audit so that the auditor can file reports before state-required deadlines.

SB 740 compliance

- SB 740 applications – CSMC works with client to submit SB 740 facilities applications and reimbursements on the Charter School's behalf.
- SB 740 budget compliance – For non-classroom based schools, CSMC monitors budget compliance with SB 740 and alerts school to potential problems in meeting the requirements for full funding.
- SB 740 funding determination form – CSMC completes and files the Charter School's funding determination form based on Charter School input.

2. BUSINESS CONSULTING

- Negotiations – CSMC supports the Charter School director and board in financial negotiations related to issues such as business terms in agreements (non-legal review), facilities, and SPED with SELPAs or districts and others (in non-legal capacity), including developing analyses to support the Charter School's position.
- Strategic Budget Development – CSMC can assist the Charter School director and board with strategic financial planning and budget scenario development.
- Financing support – CSMC assists clients in preparing loan packages and connecting the Charter School with non-traditional/specialized funding.
- Strategic Compliance Development – CSMC can assist the Charter School director and board with strategic compliance calendar planning.

3. BOARD MEETING SUPPORT

- Board mailouts (Electronic) –Charter Vision allows CSMC, school administrators and board members to automate the emailing of board financial reports. If desired, Charter School can print board meeting materials to have on hand for attendees.
- Board meeting attendance – As requested, CSMC attends board meetings in person or by teleconference, and presents its financial analysis presentation. Charter Schools may obtain up to 24 hours of in-person board support per year without any additional fees.
- CSMC can provide guidance to assist the board in staying in compliance with the Brown Act.

4. FACILITIES

- Facility needs assessment and planning – CSMC works with Charter School to identify available appropriate state funding, create multiple budget scenarios, and help clients think creatively think about their facility needs to come up with workable solutions.
- Prop 39 – CSMC provides prior year, current year and upcoming year ADA projections for the preparation of compliant Prop 39 requests, and educates Charter School about the Prop 39 process.

5. COMPLIANCE AND ACCOUNTABILITY

- Compliance support - Charter School is solely responsible for complying with legal requirements. CSMC will provide advice and guidance in a non-legal capacity to support Charter School's compliance efforts. Please note that CSMC's guidance does not constitute professional legal services. Since rules, regulations and interpretations regularly change, Charter Schools should seek independent verification and counsel from their attorneys or other sources to ensure legal compliance.
- Employee files – As noted above, CSMC provides Charter School with templates for employee files, forms, and procedures to assist with compliance efforts. (Note: The Charter School should have an attorney review all legal matters).
- LCAP compliance support – CSMC helps schools understand the requirements of Local Control Accountability Plans ("LCAP").
- SPED financial reporting – With input and information from Charter School, CSMC provides required SPED financial reports.
- Funding compliance – CSMC makes compliance recommendations regarding funding requirements, such as Federal Public Charter School Grant Program ("PCSGP") implementation grant funding and other restricted funds. Note that funding compliance is especially complex with many requirements the Charter School must satisfy.
- District and state regulation compliance – CSMC can problem solve with the Charter School areas deemed not in compliance with district or state regulations.

6. CHARTER DEVELOPMENT AND GRANTS ADMINISTRATION

- Financial reports – CSMC prepares customized financial reports for grant purposes.
- Fund accounting – CSMC tracks restricted revenues and expenses based on information received from the Charter School.
- Public Charter School Grant Program (PCSGP) grant reporting – CSMC assists the school in preparing and submitting the PCSGP grant financial report to the CDE.
- ConApp – CSMC prepares and files the ConApp parts 1 and 2 for eligible schools.

7. OPERATIONS SUPPORT

- **Negotiations** – CSMC supports the Charter School director and board in financial negotiations related to issues such as business terms in agreements (non-legal review), facilities, and SPED with SELPAs or districts and others (in non-legal capacity), including developing analyses to support the Charter School's position.
- **Operations** - In consultation with the Charter School, CSMC will provide direct operational support to the Charter School. CSMC's experience as charter school operators and authorizers has enabled CSMC to recently expand its direct on-site support and training.
- **Training** - CSMC now offers a comprehensive assessment of operational office systems and efficiencies to ensure compliance and efficiency. CSMC provides on-going training to ensure that school site operations run smoothly and all school staff understand compliance requirements.
- **Real Estate Development** CSMC will work with the Charter School to identify real estate partners, provide budgeting and accounting support for new facilities, and act as facilities advisor to the Charter School.
- **Facility Maintenance** - CSMC will provide analysis and devise a plan for the Charter School facilities that minimizes costs while providing safe, well maintained facilities for students.
- **LEA/SSD plan creation, maintenance and updating** - LEA/SSD plans will over the next few years be phased out as CA gains permission from the US Department of Education to replace them with LCAPs. CSMC has experience in writing LEA and SSD plans, and with the Charter School will identify and implement the appropriate solution for on a short term and long-term basis.
- **IT infrastructure support** - CSMC will conduct an IT audit, analyzing the Charter School's current infrastructure before working to identify a cost-efficient solution for supporting its IT needs.
- **Charter Renewal and New Petition Development** - CSMC's extensive experience working with multiple authorizers enables us to provide an unparalleled level of strategic support and insight in the overall charter petition development and renewal process.
- CSMC's School Development Division will provide robust petition support for existing and future schools.
- CSMC can assist with the creation of charter petitions, petition review, budget and financial plan creation, and advocacy support.
- **Handbooks** - CSMC will provide the Charter School with resources to create non-financial manuals, including Principal handbooks, Employee Handbooks and Operations Manuals.
- CSMC will create these personnel manuals with support from the Charter School staff, or whole cloth in draft form for the Charter School to review.
- **Communications support, e.g. social media, website, newsletters** - CSMC has professional experience with the creation and publication of newsletters and other media. CSMC will work with the Charter School to review and redesign its communications function.
- **HR support & systems** - CSMC has 16 years of experience providing Human Resources support for charter schools, and looks forward to crafting a hybrid Human Resources solution that works effectively for the Charter School.

Roles and Responsibilities

Clarity on certain roles and responsibilities between CSMC and Charter School will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

Table 1: Roles & Responsibilities

CSMC	Charter School
<ul style="list-style-type: none"> •Timely and accurate check payments •Payment of invoices according to Charter School’s approval policies •Recordkeeping/processes adhering to generally accepted accounting standards for accuracy and security and approved by independent auditors •Payment systems linked to financial statements and creating analyses for informed managerial decision-making •Bank account reconciliations •Invoice/payment research •Advising clients on outstanding checks to ensure adequate cash 	<ul style="list-style-type: none"> •Submission of Payment and Deposit Information •Weekly submission to CSMC of invoices, reimbursement requests, deposits, and other expenditures using CSMC forms and processes •Coding all expenses and non-state funding deposits using CSMC forms and processes and codes from the most recent budget. •Banking: Monitoring and maintaining adequate bank account balances to meet expense obligations •Provide online read only access to bank account

Accounting Deadlines and Calendars referenced above shall be provided separately by CSMC.

LATE FEES AND WARNINGS

Accounts Payable:

Weekly Submittal: Charter School will submit a weekly package (unless another time frame has been agreed upon) conforming to CSMC forms and processes. The submittal shall contain invoices with appropriate coding, reimbursement requests, deposits, and/or other payment documents to CSMC using CSMC forms/processes. If Charter School fails to submit this package or fails to submit all necessary invoices and receipts to process payment, Charter School will be warned that internal and external reporting will be delayed.

Scope of Services: Payroll & Human Resources

Payroll Support

CSMC uses an external payroll processor to accomplish the following tasks. CSMC interfaces between the Charter School and payroll processor, and performs quality checking and review so that the School does not need to interact with the payroll processor. The Charter School pays all payroll processing fees directly to the payroll processor.

- ✓ **Payroll Processing** – CSMC calculates and processes payroll and payroll-related payments/deductions for salaried and hourly employees based on information submitted by authorized Charter School representatives. CSMC generates checks for signature by authorized Charter School representatives (or through electronic signature) or facilitates Direct Deposit at the Charter School's request. The fees set forth above include semi-monthly payroll processing.
- ✓ **Payroll Reporting** – CSMC and its payroll processor prepare and file all required payroll reports for submission to federal and state agencies and submits electronic payroll, payroll tax reports and payroll tax deposits to the appropriate authorities for a single EDD/tax ID number. CSMC shall provide payroll reporting services for multiple reporting EDD/tax ID numbers.
- ✓ **Payroll Record Maintenance** – CSMC keeps track of employee payroll information. School maintains employee files (based on CSMC-provided template files).
- ✓ **W-2 Processing** – CSMC works with payroll processor to prepare W-2 forms, which are mailed to the Charter School, provided that this Agreement remains in effect at the end of the applicable calendar year, and subject to the timely receipt of accurate and complete information and data from Charter School, in accordance with CSMC policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of services.
- ✓ **IRS, SDI, WC Support** – CSMC assists in resolving payroll tax issues before the IRS and other federal and state reporting agencies in a non-legal capacity. CSMC also assists the Charter School with any State Disability, Workers Comp, or Unemployment Insurance claims by providing supporting payroll reports.
- ✓ **STRS/PERS and Other Retirement Plan Administration** – CSMC will help the Charter School set up STRS/PERS accounts as requested, and make appropriate deductions and payments to the county for STRS and/or PERS based on information provided by the Charter School. Some counties charge separately for this mandated service. The Charter School is responsible for STRS/PERS account set-up, administration and enrollments and any fees from outside parties including late fees and interest levied by STRS/PERS.

Human Resources & Benefits

- ✓ **Employee File Set Up** – CSMC provides the Charter School with new hire packets to help support compliance efforts with state and federal requirements regarding Live Scan procedures, TB test information, and/or credential verification information.
- ✓ **Teacher Credentialing** – CSMC provides non-legal information and assistance to Charter School leaders to help them evaluate teacher credentials.
- ✓ **Contracts and Handbook Development Support** – CSMC provides non-legal, business advice on employment contracts and employee handbooks and their business implications.

Roles and Responsibilities

Clarity on certain roles and responsibilities between CSMC and Charter School will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

Table 1: Roles & Responsibilities

CSMC	Charter School
<ul style="list-style-type: none"> - Accurate, complete payroll on a semi-monthly basis - Published Payroll Calendar with payroll deadlines - Reminders for payroll deadlines - Final payroll information sent to client for approval by at least one working day prior to Charter School’s payroll approval date - Advice on setting up STRS/PERS <p>CSMC will provide all payroll tax filing and W-2s</p>	<ul style="list-style-type: none"> - Timecards and Changes: Submission to CSMC of timecards for new hires and other payroll changes by payroll calendar deadlines and using CSMC forms/processes - Payroll Approval: Approval (email or fax) to CSMC by - Payroll Calendar deadlines - New Hires: Timely submission to CSMC of new hire paperwork on CSMC new hire forms - Enrolling (or working with a broker to enroll) staff in any STRS, PERS, 403b, health plans, and other insurance/retirement/contribution/ deduction programs - Terminating staff from health plans, other insurance, and other applicable contribution/deduction programs. - Obtaining all W-9s from vendors

The Payroll Deadlines / Calendars referenced above shall be provided separately by CSMC.

LATE FEES and WARNINGS

- ✔ **Timecards and Payroll Changes:** CSMC shall impose a late fee of \$100 for each business day timecards for hourly staff and payroll changes are submitted late to CSMC based on the published Payroll Calendar. Significant CSMC staff time is necessary to make such late modification. The latest Timecards and Changes can be accepted is three business days prior to Payroll Approval deadlines indicated in the Payroll Calendar.
- ✔ CSMC will generate and distribute manual checks, as needed and without charge, for employee terminations and payroll corrections due to CSMC error

Scope of Services : Student Data

1.0 AGREEMENT SERVICE

1.1 Introduction

This document represents a Service Level Agreement (“SLA” or “Agreement”) between CSMC and “Customer” for the provisioning of services required to support one or more aspects of the school’s operational capabilities. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of all “Help Desk” services covered by CSMC.

1.2 Purpose

The purpose of this Agreement is to ensure that proper elements and commitments are in place to provide a consistent and high-quality service delivery to the Customer by CSMC. This document identifies the service goal needs of the Customer, identifies the various service components provided by CSMC, and serves to manage the expectations of both parties. Service level agreements help to avoid potential disputes and/or conflicts by providing a shared understanding of customer needs, CSMC capabilities, and anticipated support requirements.

1.3 Data Security

We believe that working with a large company such as CSMC is what sets us apart from a consultant. CSMC has been in business for over 13 years, has strict employee screening policies, and is completely insured.

Your Student Information System is protected by the following precautions:

- Your Student Information System is only accessed when directed by the school in effort to solve a ticket or to gather information for a state compliance reports.
- There is no information stored at CSMC (nothing is printed, all NSLP lunch forms, and medical records are stored at the school site with no access by CSMC).
- CSMC does not assign users to your Student Information System instance unless directed by the schools Primary Point of Contact. All security rights in the system are assigned by the system administrator.
- When CSMC employees are terminated or leave – all passwords are immediately changed and their access is eliminated from all areas.

CSMC takes the privacy of your student data very seriously.

1.4 Goals & Objectives

The goal of this Agreement is to obtain a mutual understanding of the support services CSMC will offer the Customer. The objectives of this Agreement are to:

1. Provide clear guidance to the roles & responsibilities of both CSMC and the Customer in regard to the utilization of the Help Desk services.
2. Present clear, concise, and measurable descriptions of each service provision to the customer.
3. Describe “Best Practices” for utilizing CSMC Help Desk services.
4. Provide opportunities for feedback to the Customer and for the Customer to provide formal written feedback to CSMC.
5. Offer guidelines for data collection and population to successfully meet state reporting deadlines and requirements.

The CSMC Help Desk acts as a central point of contact for all issues related to student data support services (e.g. non-financial or legal) offered through CSMC including, but not limited to, student information systems, state reporting, and other items as specifically identified in this agreement. This agreement also includes provisions for resolution of disagreements specifically related to the Help Desk. Finally, this agreement also describes the costs for additional (“Add-On Services”) that are offered on a per-item fee basis outside of the primary support contract, should the Customer desire to utilize these additional services.

Questions related to financial matters, legal issues, budgeting, accounts receivable and payable, human resources, etc. should NOT be directed to the CSMC Help Desk but should instead be directed toward either your CSMC Account Manager (AM), your CSMC School Business Manager (SBM), or directly to CSMC leadership. These matters are specifically NOT covered under this Help Desk Service Agreement.

All questions related to this Service Level Agreement should be directed to:

Sarkis Gharibian
 VP Student Data Services
 CSMC
 1210 W. Burbank Blvd., #B
 Burbank, CA 91506
 O: 213-293-3977 x 229
sgharibian@csmci.com

2.0 Customer Responsibilities

2.1 Data Integrity

DATA INTEGRITY REMAINS THE LEGAL RESPONSIBILITY OF THE SCHOOL.

CSMC is **not** responsible for data submitted after set deadlines, for inaccurate data posted to a school’s student information system, or for missing data. Schools retain the legal responsibility for populating their data systems with accurate and up-to-date information. If CSMC is tasked to upload data to any system, it remains the sole responsibility of the school to validate and verify the accuracy of all data before and after each upload. Schools are responsible for populating their data systems with accurate data **IN ADVANCE** of known deadlines and recognize that incomplete and inaccurate data may adversely affect the School’s ability to provide accurate state and attendance reports, and may negatively impact available funding. Schools are required to approve, certify, and sign off on all state reports prior to each certification.

2.2 CALPADS Student Data

Per our Service Level Agreement, schools are required to enter all the required information into their Student Information System for each actively enrolled student. In order for CSMC to be able to provide CALPADS services and guarantee successful and timely submissions we ask that schools enter all the required information upon enrolling a new student into their SIS.

For PowerSchool users, CSMC will install our custom CALPADS validation tool onto your PowerSchool. The school is responsible for utilizing and routinely monitoring the customization to ensure that there are no critical data elements missing from student records

2.3 Authorized Technical Contacts

CSMC's number one priority is to protect the data of your school. In order to prevent unsolicited or unwarranted persons from contacting our Help Desk, we require schools to submit a list of Authorized Technical Contacts (ATC) along with a Primary Point of Contact.

ATC's have unlimited Help Desk support via phone, email, and web portal. If the Help Desk receives a call from unauthorized school personnel they will be directed to contact their Primary Point of Contact first to request being added. The Primary Point of Contact can contact the Help Desk to add/remove ATC's at any given time.

2.4 Service Requests - Abandoned Tickets

Often a CSMC representative will need to submit a follow up question to gather more information about an issue from an Authorized Technical Contact. If a response to a follow up is not received within 7 business days, the ticket will automatically be closed and considered resolved. The Authorized Technical Contact will still have the opportunity to re-open the ticket by simply replying to the closed ticket notification.

2.5 SIS User Access

School personnel are responsible for managing administrator and teacher accounts. CSMC provides training on adding and deactivating staff members as well as cheat sheets and video tutorials on this specific function. It is important that this is managed precisely to ensure that your database is secure and that only authorized staff members have access at all times. As staff members leave or are terminated, their accounts should immediately be deactivated as a security measure.

2.6 Supplemental System Access

In order for CSMC to provide direct assistance with CALPADS, CBEDS, and the 20 Day Attendance Report we will need the appropriate login credentials. It is the school's responsibility to provide CSMC with the following:

- CALPADS User Account with full privileges
 - CSMC does NOT maintain the CALPADS LEA Administrator Account. The LEA Administrator account is the only account that can add additional users and is usually assigned to the school administrator. Since CALPADS passwords expire every 90 days it will be the school's responsibility to maintain their access after providing CSMC with their own account. If the LEA Administrator password expires, he/she will need to contact the CDE directly to have their password reset.
- LEA CBEDS Username and Password
- PENSEC Pin

Please note that without access the school holds responsibility for ensuring completion of each item above

3.0 CSMC Scope of Services

CSMC's Help Desk offers a specific, but limited, array of support services for Schools. Our catalog of services includes essential services that are often too complex or costly for smaller schools, CMO's, or school districts to maintain in-house.

The following services are covered by this agreement:

3.1 Help Desk Support

Email:

Authorized Technical Contacts can send a detailed email to helpdesk@csmci.com explaining the issue(s) they are experiencing. The email will automatically be entered into our ticketing system. When describing the issue, mention as much information as possible. Name of the report you are running, parameters you are setting, and screen shots will help us answer your question quicker.

Web Portal:

Requests can be submitted by Authorized Technical Contacts online via the Help Desk Web Portal (<https://csmc.zendesk.com>). This method gives you the ability to track progress of all tickets submitted in one centralized location. You'll also have access to our online community forum filled with lots of helpful tips and videos.

Telephone Support:

Assistance is available from 8:00 AM to 5:00 PM (PST), Monday through Friday, except when CSMC is closed due to observed federal holidays, administrative closings, inclement weather, or security concerns. If the Help Desk receives a call from an unauthorized person they will be directed to contact the Primary Point of Contact to request authorization. The Primary Point of Contact can email the Help Desk to add/remove Authorized Technical Contacts at any time.

3.1.1 Help Desk Priorities & Response Times

The Help Desk will use the following guidelines in prioritizing requests and will strive to begin working on the problem within the target timeframe. Actual response times may be shorter or longer depending on the volume of requests at any one time. The priority given to an incident is determined by a combination of its impact and urgency. The definitions below are used to establish the priority.

Impact	Criteria	Examples	Target Response Time
High	System or device down, critical business impact such as loss of revenue, no workaround available.	SIS is down. State or local district request. Board meeting preparation. Auditor on-site.	Within 4 business hours
Medium	Potential business impact that does not affect funding but affects operations.	GPA is inaccurate Emails not working New SSID Request	Within 24 business hours
Low	Non-critical tickets, general questions, enhancement requests, or documentation cases	Removing pre-registered student Cosmetic customization Import Student Photo Enhancement Requests General Questions	Within 2-5 business days

In addition to the impact level of an issue, CSMC also considers the Urgency of each request based upon the following three levels:

Urgency	Definition
High	Requires Immediate Attention
Medium	Requires resolution in near future
Low	Does not require significant urgency

As a result of evaluating the impact and urgency of each support ticket, we then categorize them on a one to five-point scale, as indicated below:

Priority	Critical or High Impact	Medium Impact	Low Impact
High Urgency	1	2	3
Medium Urgency	2	3	4
Low Urgency	3	4	5

Please note that Help Desk requests submitted via the phone are simply turned into written email tickets for tracking purposes. Submitting a written request eliminates the time required for a support staff member to create a new ticket, and may increase response time. Therefore, all Customers are STRONGLY encouraged to submit written help desk requests when appropriate.

3.2 Remote Assistance

CSMC utilizes Skype Business web conferencing to provide remote support. This allows our support staff to access the Customer’s computer screen to diagnose problems, provide one-on-one training, or to host group webinars.

3.3 Integration of Third Party Applications

CSMC assists in the integration of third party applications that are compatible with your SIS. CSMC cannot provide direct training on third party application or provide support for issues that may arise that are due to product defects or developed by user error. It will remain the responsibility of the School to communicate directly with the vendor to work those issues out. CSMC will work within the constraints of your SIS in ensuring that integration is setup as stated in the application setup guide.

3.4 On-Site SIS Trainings

To ensure your school or district success, we include (1) on-site Administrator training and (1) on-site Teacher training during your initial contract year. For each subsequent year additional on-site trainings can be purchased through our Add-On Services.

Administrative Training Topics Covered:

- Finding your way around your SIS
 - Signing in, enrolling students, searching for students, conducting searches, changing demographic information, printing reports for individual students, searching for staff members, changing staff information, inactivating staff members, etc.
- California State Reporting Information
 - Entering required student demographic information, English learner and immigrant information, entering lunch eligibility program records and other program information, creating discipline records, utilizing the validation tool to prepare for submissions, etc.
- Running Reports out of your SIS
 - How to run daily, weekly, and monthly attendance reports, how to do a quick export of student

data, how to search for perfect attendance, how to check for teacher attendance submission status, how to run gains and losses audit report, etc.

- Scheduling Students
 - How to view and modify an individual students schedule, how to drop a student from a class, how to add a student to a class, how to mass enroll students into classes, how to print student schedules, etc.

Typical attendees of the Administrative training include Administrators, Principal, Office Staff, Counselors, Registrars, Secretaries, Special Education Coordinators, and Lunch Staff.

Teacher Training Topics Covered:

- Logging in to take attendance vs. logging in to gradebook
- Taking attendance, viewing student pages, and printing reports
- Creating Assignments
- Entering Grades & Comments
- Linking Grades to Standards
- Creating Categories & Student Groups, etc.

All teachers **AND** at least one administrator should attend the Teacher training. It is very important that a school administrator be present at the teacher training. Often, trainees are asked questions related to school policy that only an administrator can answer. Having an administrator on hand will help solve this problem and at the same time, set the tone for all staff attending.

Following the trainings, Authorized Technical Contacts at each school will have unlimited Help Desk support which includes remote assistance. If, however, an additional on-site training is requested CSMC offers customized Administrative and Teacher trainings as an add-on service (See Add-On Services).

3.5 Planned or Emergency On-Site Assistance

CSMC may be contracted for special on-site assistance during unique circumstances or events. Please note: additional hourly or daily rates may apply.

3.6 Student Information System (SIS)

CSMC's SIS Support is defined by three phases; (1) Initial Product Implementation, (2) Ongoing Support, and (3) "Add-On Services (Fee-Based)". Each category is described in greater detail below.

Initial Product Implementation (IPI):

Initial Product Implementation services include all the basic elements required to get a SIS started and maintained throughout the year. This type of support is always offered to schools in their first year of operation. IPI includes both district and school level setups.

District Setup will include the following items – as required:

- Calendar Membership Types
- Citizenship Codes
- District Info
- Districts of Residence
- Entry Codes
- Ethnicity Codes
- Exit Codes
- Fee Categories
- Log Types/Sub Types
- Special Programs
- Schools/School Info
- Grade Scales
- GPA Calculations (non-custom)
- Test Scores
- Miscellaneous
- District settings required by state
- Log Entry Fields

School(s) Setup will include the following items – as required:

- Attendance Codes
- Attendance Code Categories
- Current Grade Display
- Final Grade Setup
- Full-Time Equivalences
- Preferences
- Bell Schedules
- Calendar Setup
- Activities
- Balance Alert
- Fee Types
- Miscellaneous
- Sub Login Settings
- Attendance Conversions
- Class Rank
- School settings as required by state
- GPA Student Screens
- Honor Roll
- Final Grade Entry Options
- Days
- Graduation Sets
- Next School
- Periods
- Rooms
- Years & Terms

Ongoing Support

Ongoing SIS support includes all elements covered in the Initial Product Implementation and includes a comprehensive checklist and system scan to ensure state reporting compatibility. Ongoing support is typically provided to schools that have already implemented their SIS and are looking to maximize their usage of the system.

Add-On Services

(See Add-On Services).

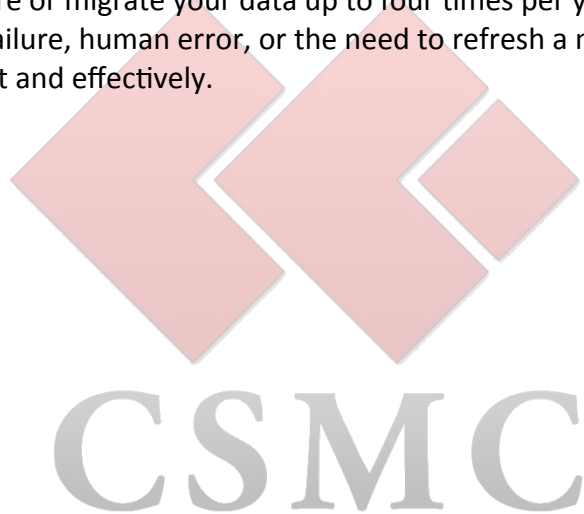
3.7 Server Hosting

For PowerSchool user's server management plays an important role in smooth operation of your PowerSchool instance. It helps in scalability, performance, and capacity of your site. The three options for hosting your PowerSchool server are; (1) Self-Hosting, (2) PowerSchool Hosting, and (3) CSMC Hosting.

Self-Hosting: PowerSchool 7 supports a Windows configuration using 64-bit hardware with a Windows Server 2008 R2 64-bit Standard Edition operating system. As a self-hosted school, you are responsible for all PowerSchool and state reporting version upgrades, ensuring your hardware meets the stated minimum requirements by PowerSchool, monitoring system stability and security, and performing routine maintenance.

PowerSchool Hosting: If your PowerSchool instance is hosted through PowerSchool's Hosting Service they will provide regular upgrades for your PowerSchool server as well as state reporting updates. All PowerSchool installations are hosted on a secure, off-site storage facility that is backed up nightly. Each data backup is stored for up to 7 days to protect you from the possibility of data loss.

CSMC Hosting: CSMC will host your data on our secure, top of the line servers which includes daily backups of your data, regular software and server maintenance, and upgrades to the latest version of PowerSchool and state reporting. CSMC will restore or migrate your data up to four times per year up to 7 days after a data loss event. Whether it is hardware failure, human error, or the need to refresh a non-production instance, we can restore or migrate your data fast and effectively.



3.8 SIS Conversions

Many schools do not remain with the same SIS for various reasons. CSMC provides support on SIS conversions. We will provide the Primary Point of Contact or the schools conversion project leader with import templates to complete for various tables within the SIS database. The school is responsible for

extracting the required data from their old Student Information System (SIS) and onto the provided templates. The integrity of the data will always remain a school responsibility so it is recommended to verify the data. Files must be saved in either CSV or XLS format and emailed to the Help Desk. CSMC will review and format as needed prior to importing into your new SIS.

Most Common Imports:

- Students
- Staff
- Courses
- Sections
- Historical Grades

It is important to keep in mind that not all Student Information Systems are built equal and that data conversion projects usually take 3-4 months depending on the amount of data being converted. Please take this into consideration when deciding on when to terminate your contract with your previous student information system. CSMC's priority is to ensure that your school is ready to operate before your first day of school.

CSMC can only work within the constraints of your SIS. If, for example, your previous student information system had features that do not exist in your new SIS we will first look for the best cost-effective resolutions to meet your school's needs. If none are available, you can consider our add-on services in HTML/Page Development.

CSMC

3.9 CALPADS

There are over 100 data entry points within your SIS that are required for the various submission phases of CALPADS. CSMC assists you through the entire CALPADS process from extracting your files, uploading your data, and correcting all certification errors for you. For PowerSchool users, CSMC will install a custom CALPADS validation tool that makes it incredibly simple for office staff to locate errors, make corrections, and assess overall CALPADS readiness all on one screen.

CALPADS Services Offered:

- Preparation of all four Fall 1 extracts per school (SENR, SINP, SELA, SPRG) for import to CALPADS.
- Preparation of all four applicable Fall 2 extracts per school (SDEM, SASS, CRSE, SCSE) for import to CALPADS.
- Preparation of all five applicable EOY extracts per school (CRSC, SCSC, SDIS, SCTE, STAS).
- Install CSMC custom CALPADS Validation Tool onto your PowerSchool server (If Applicable).
- Correct all submission errors and post each extract per submission cycle.
- Correct all fatal certification errors to ensure certification for Fall 1, Fall 2, and EOY.
- Provide Primary Point of Contact with Direct Certification Report upon request.
- Provide Primary Point of Contact with CALPADS ODS Foster Youth Report upon request.
- Communicate with school and neighboring districts in resolving Concurrent Enrollments, Multiple Identifiers, and Exit Reason Discrepancies to ensure certification.
- Create new SSID's and exit transferred students on CALPADS on a bi-weekly basis. Urgent SSID requests can be expedited by submitting a Help Desk ticket.
- Provide Primary Point of Contact with all aggregate reports and a sign off sheet with each of the three submissions.
- Work with Primary Point of Contact before and during amendment window in correcting any data entry errors.
- Demographic Data Corrections for Accountability Reports
- CBEDS Submission

3.10 Attendance Reporting (P-1, P-2, P-Annual)

If your contract includes attendance support, CSMC will provide direct assistance with all your P-Reports (P1, P2, and P-Annual). The school is responsible for communicating the district deadlines and report parameters to CSMC. CSMC will provide the customer with the P reports for verification. Upon verification of the P-Reports provided by CSMC, each customer has the option to submit to the authorizing offices directly or request CSMC to do so. The customer is responsible for entering student attendance and the student data required for accurate reporting, such as: entry date, exit date, class enrollment, grade level, special program enrollments, district of residence and attendance for each student within the student information system.

Attendance Support Services Include:

- Charter Status Report (P1, P2, and P3)
- Attendance Charter School Report (P1, P2, and P3)
- Charter School Physical Location Report (P1, P2, and P3)
- Basic Aid Supplemental Charter School Report (P1 and P2)
- Charter School Audit Adjustments to CALPADS Data (If Applicable)

From time to time additional reports may be requested by each authorizer. Those reports are considered

supplemental and vary in complexity for each district. Examples of some supplemental report requests include attendance backups, demographic information about your students, LCFF statuses, CALPADS ODS extracts, etc. These types of supplemental reports are only requested by a small number of districts and County offices. We can provide assistance in gathering supplemental information since most of the time they are found on CALPADS, however, in terms of submittal, schools are responsible for submitting these data.

To alleviate the task of producing supplemental reports, CSMC can aid in interpreting the requests and pulling reports from the SIS. Customer must submit a ticket to the CSMC Help Desk to request this type of assistance.

3.11 Charter 20 Day Report

If your contract includes attendance support, CSMC will provide direct support with the completion and submission of the 20 Day Advance Apportionment report. CSMC will provide the customer with the report prior to submitting it to the state via the online portal. It is the customer's responsibility to provide CSMC with the online portal log in credentials and any deadlines set by the authorizing office. The customer is responsible for entering student attendance and populating the student data required for accurate reporting such as: entry date, exit date, class enrollment, attendance, and LCFF eligibility.

To alleviate the task of producing supplemental reports, CSMC can aid in interpreting the requests and pulling reports from the SIS. Customer must submit a ticket to the CSMC Help Desk to request this type of assistance.

3.12 Local Data Requests

Local county or district offices may request student data from time to time and the complexity of the requests often vary from a simple export of student demographics to cross table comparison reports. CSMC can provide you with extracts of what is available in your SIS, however, some requests may involve merging data from multiple systems into one cumulative summary report. In these cases, CSMC will extrapolate and provide you with the information you need in a workable format. The school will remain responsible for merging the data from the other systems and submitting the report to the requester. Due to the time-consuming nature of completing such data merge projects CSMC can aid in performing vlookups, pivot tables, and charts as an add-on service (See Data Entry Add-On Services).

4.0 General Assumptions

The commitments in this agreement are based upon the following assumptions:

1. Scheduled holidays will be included in the Service Level Agreement in which the Help Desk will be unavailable or will operate in a reduced capacity (e.g. no phone support).
2. Periodic database and application maintenance will occur throughout the year both during “off-hours” (e.g. 12 am to 5 am) and rarely during normal operational hours.
3. All planned service or software outages will be communicated via email to the school.
4. Changes in Customer’s staffing will be communicated immediately to CSMC so that at least one Primary Point of Contact is maintained at all times.
5. **The initial setup of your School will take several days of work on the part of the school leadership.** Adequate time should be set aside to review the documents provided, complete the worksheets, and submit the information to CSMC well in advance of the first day of school. Customer should expect a considerable amount of “back-and-forth” until the systems are set up properly.
6. Implementation services will be delivered remotely as a standard. Any travel costs related to implementation project will be invoiced and paid by customer.
7. Direct services related to CSMC financial services (e.g. Payroll, accounts receivable/payable, Human Resources, etc.) are explicitly NOT covered by this Help Desk Service Level Agreement.
8. Customer must identify a **Primary Point of Contact (“PPC”)**. This person will be CSMC’s primary contact, available throughout the contract term, to assist in any implementation tasks required for the setup and maintenance of each system.
9. Customer will provide data and information requested in a timely and efficient manner and work cooperatively with CSMC during setup and configuration of all schools.
10. Customer should expect to spend several hours each day maintaining the basics of their SIS at the school level (e.g. taking attendance, lunch counts, updating student and parent data, etc.). In no way does CSMC replace the need for on-site, daily support for SIS and the need for a single Primary Point of Contact (e.g. your office manager).
11. Customer’s Primary Point of Contact should have adequate (e.g. beyond basic) technical skills. For instance, they should be able to email files, convert files from Excel to .txt files, be able to retain usernames and passwords for sites, bookmark web pages, use Microsoft Excel/Word, and be able to routinely conduct basic computer tasks.
12. Customer will provide or have available a working land-line telephone with conference calling (e.g. speakerphone) capabilities for training sessions and webinars.

5.0 Limitations & Exclusions

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- Due to factors outside CSMC’s reasonable control
- Due to missing and/or incorrect content in the Customer’s student information or student assessment systems
- Due to interdependencies
- Due to resource constraints and/or school priorities
- Due to a payment or service ‘Hold’

6.0 Critical Success Factors

6.1 Changing Needs

At CSMC we know that our success in resolving support issues directly impacts your success and vice-a-versa; if your school is successful we hope to be retained as your student data services support provider. As a result, we approach each problem as an opportunity to support your school and make you successful. We have a very strong track record of success but cannot resolve 100% of all issues that come across our Help Desk. Some problems may fall out of the scope of this Service Level Agreement or outside the scope of our internal expertise. We will, however, endeavor to resolve each issue that comes before us as time and resources allow.

6.2 Setting Client Expectations

We also know from experience that Customers who were led to believe that the Help Desk was going to provide direct services that fall outside of the scope of our Service Level Agreement will leave disappointed. Therefore, it is imperative that Customer's leadership team and specifically the Primary Point of Contact understand, acknowledge, and agree to the provisions of this document.

6.3 Cost Effective Operations

From time to time the Help Desk personnel may "push-back" with suggestions on less expensive or in-house solutions to Customer's requests for fee-based "Add-On Services" in order to maintain a cost-effective program. Add-On Services exist because the need is there, but they also represent internal costs to the Help Desk that we must cover through additional charges.

6.4 Safeguarding Confidentiality of Data

Unauthorized access by an outside hacker or a disgruntled employee can cause serious damage or destruction to confidential student data and turn out to be a huge headache. Our Authorized Technical Contact policy is the best countermeasure to safeguard your data. We hope that you view this policy as a means to better protect your school from data loss and/or unsolicited manipulation of your school's configuration. The last thing we want to happen is for the wrong person to gain access to your school's confidential data. Such a policy is imperative to prevent unwarranted access to your SIS and modification to system settings without prior administrative approval.

7.0 Complaint Escalation & Resolution Procedures

Registering a formal complaint.

All complaints relating to the operation of the Student Data Services, including:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document of the relationship between CSMC and Customer

Received by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems.

8.0 Procedure for Requesting Exceptions to Standards or Policies

The following process will be followed if additional services to this SLA are required or desired.

8.1 A Project Change Request (PCR)

A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.

8.2 CSMC will review the proposed change and recommend it for implementation or reject it. A PCR must be signed by the authorized Customer to authorize the quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required.

CSMC

9.0 Critical Reporting Deadlines

SEPTEMBER

- Charter 20 Day1

OCTOBER

- Charter 20 Day1 (continued)
- First Wednesday of October: Census Date
- Last day of October: CBEDS Deadline

DECEMBER

- Mid-December: CALPADS Fall 1 Submission Deadline
- P1 Report Due1

FEBRUARY

- Late-February: CALPADS Fall 2 Submission Deadline
- Early February: CALPADS Fall 1 Amendment Window Deadline

MARCH

- Late-March: CALPADS Fall 2 Amendment Window Deadline

APRIL

- P2 Report Due1

JUNE

- P-Annual Report Due1

JULY

- Mid-July: CALPADS EOY Submission Deadline



10.0 Unsupported Tasks

1. CSMC does not evaluate the performance of school personnel.
2. CSMC does not grade student work, or evaluate student performance, etc.
3. CSMC does not take daily student attendance.
4. CSMC does not monitor the lunch process (e.g. who has paid, not paid, eligible for free/reduced, etc.).
5. CSMC does not offer project management for IT tasks that fall outside the items specifically identified in this service level agreement.
6. CSMC does not provide copy (e.g. written documents) for school web sites.
7. CSMC does not complete data entry tasks. Example of a data entry task includes transferring data from paper enrollment forms, emergency card information, or immunization information into your SIS. CSMC can however provide this level of support through our Add-On Services.
8. Direct mobile application support for parents (e.g. iPhone app, iPad app). While CSMC can perform the initial set-up /access to these services, we do not offer direct support for parents or students in using these mobiles services.
9. CSMC does not define your master schedule. CSMC does not provide direct services for determining the course and section offerings, teacher qualifications, and appropriate placement of students. This is an activity reserved for School Leadership and Certificated/Credentialed teachers and administrators.
10. CSMC does not perform student scheduling on behalf of schools. Scheduling and mass enrolling students into sections is taught during the initial administrator training.

11.0 Add-On Services

Add-On Services Billing

Add-On Services are invoiced upon completion of each deliverable on the last day of the month it was completed. All Add-On Service invoices shall be paid immediately upon receipt of the invoice. (The terms are NOT Net 30).

A. Custom PowerSchool HTML Page Development - \$95/hr

Don't like the way some of the pages within PowerSchool look by default? Want to change the coding on any particular page? If so we can customize PowerSchool to meet your needs. Requests for customization will be evaluated to ensure that it falls within the constraints of PowerSchool and are billed at an hourly rate of \$95.

B. Custom PowerSchool Common Core/Standards Based Report Cards

Option A: CSMC Provided Standards and CSMC Provided Report Card Template

Setup Fee: \$100.00

Price per Grade Level: \$300.00

CSMC Provided Standards

CSMC will provide a complete list of common core standards and you will have the option to associate applicable standards to courses of your choice. Limitations include not being able to remove any parent standards or add any standards outside of the original list provided.

CSMC Provided Report Card Templates

CSMC provided report card templates cannot be edited other than the school name, address, reporting terms, logo, and title. Any additional modifications will require the purchase of School Provided Custom

Report Card Templates.

Option B: School Provided Standards & Report Card Template

Setup Fee: \$100.00

Price per Grade Level: \$450.00

School Provided Standards

CSMC will provide an import spreadsheet and a guide. CSMC will offer guidance and support but the customer is ultimately responsible for the completion of the import spreadsheet.

School Provided Custom Report Card Templates

The customer is responsible for the formatting, design, and layout of each report card template. The customer must provide a FINAL “print-ready” PDF or JPEG document for each unique page. CSMC will not make any edits to the templates provided and will begin work immediately upon receiving the templates. Any requested changes to the template after the project begins will be subject to modification fees at an hourly rate of \$150/hr billed in addition to the overall cost of the report card project.

Turnaround Time

The standard turnaround time for any report card project is 4-6 weeks upon receipt of a signed “Report Card Service Agreement” and final print ready custom report card templates. Changes or delays in getting CSMC the custom report card templates will further postpone the completion of this project. Your timeliness is greatly appreciated.

Rush Service

Customers may have the option to request a “rush service” for a 2-3 week turnaround for an additional fee of \$500.00. Please inquire about “rush service” availability. We will do our best to approve this option if requested however we do reserve the right to deny a “rush service” request.

C. SIS Data Entry Services \$95/hr

CSMC can assist with certain data entry tasks on an as needed basis for an hourly fee of \$95 which varies depending on the scope of the data entry project.

- Enrollment Forms
- Emergency Card Information
- Historical Grades
- Historical Attendance
- Fees
- Immunizations
- Test Scores
- Local Data Requests
- Student Scheduling

D. Additional On-Site PowerSchool Training

To ensure your school or district success, we include (1) on-site Administrator training and (1) on-site Teacher

training during your initial contract year. For each subsequent year additional on-site trainings can be purchased through this request form.

Pricing:

Within 150 miles of our Los Angeles office (91506)

- Admin Training (4 hours): \$500
- Teacher Training (2 hours): \$500
- Custom Half Day Training (Up to 4 hours): \$500
- Custom Full Day Training (4-8 hours): \$1,000

More than 150 miles from our Los Angeles office (91506)

- Admin Training (4 hours): \$1,000
- Teacher Training (2 hours): \$750
- Custom Half Day Training (Up to 4 hours): \$1,000
- Custom Full Day Training/Visit (4-8 hours): \$1,500

Note: For an onsite training request that is more than 150 miles from our LA office a 4 week advance notice is required from the preferred training date entered on this form.

E. PowerScheduler Load Process (\$2500)

PowerScheduler is a powerful tool that can schedule most your students. Based on your finalized master schedule, a successful run of this feature can schedule 70%-90% of your students.

Using this feature requires at least one project manager to continually enter, manage and maintain the data in PowerScheduler at least 2-3 months before the end of your current school year.

CSMC will provide the school assigned project manager(s) the resources and (1) full day on-site training in achieving the highest percentage possible of students being scheduled while mitigating the need to manual scheduling your students to a minimum. CSMC will also provide continued support and guidance via the Help Desk.

Currently we do not offer support services for the PowerScheduler Build Process and for schools with less than 500 students.

F. Custom PowerSchool Reports - \$95/hr

Having trouble finding the perfect report in PowerSchool that fits your school's needs? We can help build the reports that you need to be successful with running your school! PowerSchool stores a wide variety of data related to your school. Figuring out where all your data is stored and retrieving it into a custom report can be very difficult for the typical school staff member.

MASTER SERVICES AGREEMENT

BETWEEN CSMC & American Indian Model Schools

This Master Services Agreement ("Agreement") is entered into as of 7/1/2018 ("Effective Date"), by and between Charter School Management Corporation ("CSMC"), and American Indian Model Schools ("Charter School" or "Client"), for CSMC's provision of back office services to Charter School on the terms set forth herein:

- 1. Term:** The term of this Agreement shall be from the Effective Date until 6/30/2019 (the "Initial Term"). This Agreement shall automatically renew for consecutive additional 2 year terms unless either party provides written notice of non-renewal to the other at least 60 days prior to the expiration of the then-current term (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) are referred to as the Term.
- 2. Services:** CSMC shall perform the services set forth in Scope of Services attached hereto and incorporated herein, which may include finance and accounting, payroll and human resources support, business consulting, board meeting support, facilities guidance, compliance, and charter development and grants administration support services. Upon mutual written agreement, the parties may modify the scope of Services by revising Scope of Services at any time.
- 3. Excluded Services:** Other than the Services set forth in Scope of Services, CSMC is not responsible for any other services, unless mutually agreed to in writing. Examples of excluded services include, but are not limited to, legal services or legal costs, technology installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant-writing or fund-raising, hiring, meetings with outside parties (e.g., the Charter School Board or authorizer) beyond those meetings required to accomplish the Services, Special Education administration, testing, assessment, compliance with the Every Student Succeeds Act, compliance with government grant requirements, audits, attendance accounting, employee performance reviews, Student Information Systems support, and other outside professional services costs ("Excluded Services"). If the Charter School wishes to obtain Student Information Systems support, the parties shall enter into a supplemental service level agreement that outlines the parameters of all student data services.
- 4. Compensation:** In exchange for CSMC's provision of the Services, Charter School agrees to pay as follows:
 - **Services Fee:** CSMC does not solely base its fees on the number of students at a charter school. Instead, it provides an economic, tailored flat rate that is a result of CSMC's discussion with the school about its specific needs. The fee for Services for Charter School shall be as set forth in Scope of Service ("Services Fee"). This Services Fee shall apply to the provision of Services starting 7/1/2018.
 - **Revision of Services Fee During Term:** Upon mutual written agreement, the parties may modify the Services Fee by revising Scope of Services at any time, e.g. to reflect an agreed-upon change in the scope of Services. CSMC also closely tracks the hours it spends on performing the tasks for Charter School. If at any time CSMC or Charter School believes the Services Fee does not accurately reflect the amount of work and resources expended by CSMC, the parties shall enter into good faith discussions to increase or decrease the Services Fee.
 - **Rate for A La Carte Services:** Should Charter School desire a la carte services at any time during the Term, CSMC would be pleased to provide such a la carte services subject to CSMC's capacity and written

agreement. A la carte services shall be provided at the Discounted Fee Rate described in subsection 4.b above, unless the parties mutually agree on another rate.

- The A la carte services may include: grant-writing (e.g., PCSGP), LCAP and annual updates, LEA plans, and School Wide plans, any in-person board attendance beyond 24 hours in a year, drafting new and renewal charter petitions, facility acquisition and lease negotiation support, Charter Vision Achievement module support, charter revocation and notice compliance support, and implementation of computer systems.

For services work, CSMC shall send invoices and all fees due to CSMC must be received by CSMC within 30 days of the date of invoice. CSMC reserves the right to suspend the provision of Services in the event an invoice is 30 days past due. Additionally, CSMC retains the right to assess a 1.5% per month (18% per annum) late charge or the maximum legal rate of interest, whichever is less, on unpaid balances that are over 30 days past due. Charter School shall reimburse CSMC for all reasonable costs incurred, including reasonable attorney's fees, in collecting past due amounts owed by Charter School.

5. Charter School Obligations: In addition to the obligations listed in Scope of Services, Charter School shall be responsible for the following:

- **Timely Submission of Information:** In order to provide the Services, CSMC relies on Charter School to provide timely, accurate and complete information, and to cooperate reasonably with CSMC. CSMC shall not be responsible for any missed deadlines if Charter School and/or Charter School's contractors (e.g. auditors) fails to timely provide necessary information and materials to CSMC. A submission is timely under this Agreement if CSMC, in its sole discretion, determines it has sufficient time to complete its required tasks.
- **Right to Rely:** CSMC has the right to rely upon the truthfulness, completeness and accuracy of the information and data provided by Charter School, its directors, officers, employees and agents. CSMC shall not be expected to, and Charter School may not rely on CSMC to, discover and disclose errors, fraudulent financial reporting, and misappropriation of assets, or illegal acts that may exist at one or more schools or offices operated by Charter School. Charter School understands and agrees that CSMC has no responsibility to identify and communicate deficiencies in Charter School's internal controls as part of CSMC's provision of Services under this Agreement.
- **Notice of Material Changes:** Charter School shall immediately inform CSMC of any material change in Charter School or Charter School's operations that might impact CSMC's ability to provide the Services under this Agreement.
- **Compliance:** CSMC's services will assist Charter School's back office operations, but CSMC shall not be responsible for auditing Charter School's information and operations for completeness and compliance. Charter School is solely responsible for adopting and adhering to reasonable policies and procedures, and for ensuring the Charter School remains in compliance with all applicable rules and regulations, its charter(s) and any MOUs or other contracts, and sound fiscal operations.
- **Direction:** Charter School acknowledges that by providing the Services, CSMC performs an advisory and task-related function, and therefore provides the Services at the direction of Charter School. Charter School retains ultimate decision-making authority on the execution of agreements, transactions and payments, and the determination of rights, processes, controls and obligations rests entirely in the discretion and control of Charter School. The Charter School is responsible for attendance tracking and reviewing employee performance.

6. Document Retention: Charter School shall be responsible for providing CSMC with all records pertinent to the Services, including information stored electronically such as e-mails and other computerized records. Charter School agrees to retain, and not destroy, such records for the duration of any period mandated by applicable laws. CSMC shall retain its files for 3 years or may return them to Charter School, after which time CSMC shall destroy its files unless Charter School requests in writing that CSMC retain files for shorter or longer retention period.

7. No Legal Services: Charter School acknowledges and agrees that CSMC does not provide legal services or licensed accounting services, and such licensed professional services are not included within the services which CSMC may provide under this Agreement. Charter School agrees to consult a lawyer and/or licensed accountant if Charter School seeks legal or accounting advice, and shall not rely on CSMC for such advice, consultation or services.

8. Support Regarding Charter Notices and Revocation: Unless expressly included within the Services or otherwise mutually agreed upon by the parties, CSMC shall not be responsible to perform any services related to any charter revocation, notice to cure, notice of concern or related notices, and CSMC shall not be responsible for performing any services related to any closure of any school operated by Charter School.

9. Limitation of Services: CSMC cannot guarantee that the Services it provides under this Agreement will yield the results sought by Charter School. CSMC will use good faith efforts in providing Services to secure the reasonable objectives sought by Charter School during CSMC's performance of its Services under this Agreement. Charter School understands and agrees that it is retaining CSMC to perform only those Services defined herein and in Scope of Services. Charter School agrees that CSMC will have no liability for, or indemnity obligations arising out of, CSMC's provision of any services, task or work not included within the definition of Services.

10. Limitation of Liability: The parties agree that CSMC's liability for any and all claims, damages and costs (including legal fees) of the Charter School arising from this Agreement is limited to the amount of fees paid by the Charter School to CSMC for the services rendered under this Agreement. In addition, Charter School expressly agrees to waive (among other damages) any and all punitive and exemplary damages in any proceeding.

11. Limitation of Liability for Referral: The Services which CSMC is required to perform under this Agreement do not include referring Charter School to any other service provider, person or company. If CSMC is asked and elects to make a referral, Charter School acknowledges and agrees that Charter School shall be solely responsible for interviewing, researching, and retaining any such service provider, person or company, and Charter School shall rely on its own assessment in making any hiring decision. CSMC does not warrant or guarantee the services, work or results of any service provider, person or company which CSMC may refer to Charter School.

12. Employee Recruitment Restriction: Charter School recognizes and acknowledges that CSMC expends considerable time and effort and incurs substantial costs in recruiting, training, and retaining qualified personnel. Charter School agrees to not hire as an employee or independent contractor, either directly or indirectly, any employee of CSMC, who has provided services to Charter School under this Agreement, during the term of this Agreement and for period of 6 months after such person's termination of employment with CSMC. Charter School agrees that a breach of the foregoing restriction would cause irreparable harm to CSMC's business and the damages therefrom would be difficult if not impossible to measure. Consequently, if

Charter School breaches this provision, Charter School agrees to pay to CSMC an amount equal to 25% of the individual's projected annual compensation from CSMC.

13. Governing Law and Dispute Resolution: This Agreement shall be construed in accordance with the laws of the State of CA. CSMC and Charter School agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. Arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in Orange County, California. The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement, and that any claim commenced or filed after that time shall be time-barred as a matter of law.

14. Termination:

- Either party may terminate this Agreement for breach of a material term or condition of this Agreement upon 60 days written notice to the other party. Such written notice shall specifically identify the breach and provide 30 days to cure. Upon any termination under this section, Charter School shall pay CSMC for all services rendered by CSMC prior to the effective date of termination.
- CSMC may terminate this Agreement immediately upon written notice and without liability in the event: (i) Charter School, in CSMC's reasonable judgment, violates any of its obligations described in Section 4. Upon any termination under this section, Charter School shall pay CSMC for all services rendered by CSMC prior to the effective date of termination, and Charter School shall also pay CSMC for any and all costs resulting from such early termination, such as costs related to demobilization.

15. Insurance: Charter School represents and warrants that it has obtained property general liability insurance, workers compensation insurance, automobile insurance (to the extent applicable), and insurance coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability as may be required and in amounts as set forth in its charter(s).

16. Indemnification: Charter School shall indemnify CSMC and hold harmless its directors, officers, employees, and agents from and against any and all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors, or omissions of Charter School. To the extent that Charter School properly directs CSMC, and to the extent that CSMC fails to properly perform the Services, CSMC shall indemnify and hold Charter School and its officers and employees harmless from and shall defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part, but only to the extent that they arise from CSMC's active negligence or express breach of its obligations under this Agreement. Nothing in this Agreement shall require CSMC to indemnify Charter School against claims, demands or suits based upon intentional or negligent acts of Charter School, its agents, officers or employees.

17. Proprietary Information: The parties acknowledge and agree that in the course of this Agreement they

may have access to certain information proprietary of each other, which may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information, and employee information (collectively, the “Proprietary Information”). Each party’s Proprietary Information shall be and remain the sole property of that party at all times. Each party shall maintain the confidentiality of all Proprietary Information to the extent applicable and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. Each party shall take reasonable precautions against disclosure of any of the other party’s Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. In the event that either party receives a request for disclosure of the other party’s information, including Proprietary Information, (whether pursuant to a CA Public Records Act request or otherwise), the party that received the request shall provide the other party with prompt notice of the request. Each party agrees to keep all communications and work product confidential to the extent allowable by law.

18. No Joint Venture: The parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established herein. CSMC shall be free to provide similar services for other clients.

19. Parties Are Sole Obligors: This Agreement is entered into by the Charter School for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. Any obligation of the parties to this Agreement is and shall remain the sole responsibility of the parties. CSMC agrees that no employee, executive, officer or director of Charter School shall be personally liable for payment or any breach of this Agreement, and that CSMC may only look to Charter School for payment or performance of the obligations required under this Agreement. Likewise, Charter School agrees that no employee, executive, shareholder, officer or director of CSMC shall be personally liable for payment or any breach of this Agreement, and that Charter School may only look to CSMC for payment or performance of the obligations required under this Agreement. In addition, CSMC will be providing Services only to Charter School under this Agreement, and will not be required to perform work or services to any company or person affiliated with Charter School.

20. Communication Between Parties: Charter School will direct all communication to the CSMC Account Manager and/or the School Business Manager. CSMC will direct all communication to Charter School’s designated primary contact defined in the Notice section below.

21. Notice: All notices, requests, offers or demands or other communications (each, a “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 service if personally served on the party to whom Notice is to be given, by electronic mail at the address below, 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, or such other address for such party as shall be specified in a Notice given in accordance with this Section.

For CSMC	For Charter School
CSMC 43460 Ridge Park Dr. Temecula, CA 92590 slanni@csmci.com Attn: Sandro Lanni	American Indian Model Schools 171 12th Street Oakland CA94607 susan.schickman@aimschools.org Attn: Susan Schickman

22. Headings: The descriptive headings of the sections and 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. Assignment: Charter School shall not assign this Agreement, any interest in this Agreement, or any of its rights or obligations under this Agreement without the express prior written consent of the CSMC. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns. CSMC reserves the right, in its sole discretion, to subcontract Services to qualified subcontractors.

24. Entire Agreement: This Agreement, including its attachments, 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. Compliance with Laws: Each party agrees to comply with all applicable laws in connection with the performance of such party's obligations under this Agreement and the operation of such party's business. As used herein, "law" means any federal, state, local or foreign law, statute, ordinance, franchise, permit, concession, license, write, rule, regulation, order, injunction, judgment or decree.

26. Amendments: No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties.

27. 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.

28. Severability: If any provision of this Agreement is invalid or contravenes CA 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 business purpose of this Agreement.

29. Counterparts- Electronic Signatures: 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 copy or .PDF copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

Please note that CSMC does not provide legal services and all work should be reviewed by Charter School's legal counsel as appropriate. Please also note that we will review and possibly revise these fees after the first year if there are appreciable student enrollment changes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Charter School Management Corporation
By: _____
Name: _____
Title: _____
Date: _____

American Indian Model Schools
By: _____
Name: _____
Title: _____
Date: _____

Addendum

With this contract, in addition to assigning a School Business Manager to the school, we will also provide a School Service Manager whose responsibility is to visit the school weekly (1-2 days per week) to gather the necessary documents to be forwarded to the CSMC's Account and Payroll managers assigned to the school, as well as provide the school office personnel with the necessary guidance and operation support.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth.

Charter School Management
By: _____
Name: _____
Title: _____
Date: _____

American Indian Model Schools
By: _____
Name: _____
Title: _____
Date: _____



Service Contract

A grayscale photograph of four children, two boys and two girls, standing in a row. They are all wearing backpacks and smiling. The boy on the far left is pointing towards the camera. The girl next to him is looking down. The boy next to her is looking up and to the right. The girl on the far right is looking towards the camera and has her hand near her head.

American Indian Model Schools
171 12th Street
Oakland, CA 94607
7/1/2018

CSMC
43460 Ridge Park Drive
Temecula, CA 92590
888.994.CSMC

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CSMC CONTRACT : PRICE SHEET



American Indian Model Schools

171 12th Street
Oakland, CA 94607

Details : Initial Term 7/1/2018 - 6/30/2019

Services Selected	Setup Fee	Unit Cost	Units	Total Cost
Back Office & Payroll Services, SIS Support & CALPADS Reporting	\$0	\$27,500	12	\$330,000
			Total	\$330,000

Summary : Entirety of Terms Set Forth

Term Description	Term Start Date	Term End Date	Total Price
Initial Term	7/1/2018	6/30/2019	\$330,000
Year 2	7/1/2019	6/30/2020	\$360,000
Year 3	7/1/2020	6/30/2021	\$384,000
Year 4	7/1/2021	6/30/2022	\$396,000
Year 5	7/1/2022	6/30/2023	\$408,000

I authorize CSMC to automatically charge my account on a monthly basis for amounts due that are outlined in this pricing sheet.

Signed By:

Name: Susan Schickman

Date:

Signature:

Scope of Services: Back-Office

1. FINANCE & ACCOUNTING

Budgeting:

- Create annual and multi-year budgets including monthly cash flow projections – At beginning of the Agreement, CSMC works with the Charter School leader to create annual and multi-year budgets in time for submission to the State and authorizer. Annual budgets are strategic documents that capture the operations and direction of the Charter School.
- Make budget revisions (as needed and upon Charter School request) – CSMC revises budgets as needed to reflect changing circumstances at the Charter School (e.g. enrollment or personnel changes, grant awards, etc.).
- Updated monthly budget forecasts – CSMC tracks budget to actuals and updates the budget forecast as appropriate.

Financial Statements:

- Monthly year-to-date financial statements – CSMC prepares Year to Date (YTD) actual results compared to budget for board meetings or as requested.
- Charter Vision Access for Board Reports - Charter School has access to Charter Vision financial portal, which contains a convenient Board Report function that produces year-to-date financial through the most current closed month. CSMC typically closes books monthly within 15 business days of the following month, provided all supporting documentation has been transmitted to CSMC.
- Monitors cash position – CSMC monitors the Charter School's cash position to anticipate possible cash shortfalls.
- Customized financial analysis – CSMC performs reasonable financial analyses that the Charter School staff or board requests, e.g. providing a comparative analysis of the school's budget relative to industry norms or fulfilling a request of information from the authorizing entity. Upon request, CSMC can also develop financial health analysis so board and staff can quickly focus on the most important financial issues.
- Support in resolving financial issues – CSMC helps the Charter School leader find solutions to financial issues by recommending budget changes and/or identifying sources of potential funding

Accounting:

- Setup of Charter School's chart of accounts and general ledger – CSMC sets up and maintains the school's Standardized Account Code Structure (SACS)-compliant chart of accounts.
- Customized account codes – CSMC can add customized account codes for unique features of the Charter School program.
- Restricted funds tracking – CSMC tracks revenue and expenditures by fund, e.g. tracking by implementation grant funds, expenses or Title I expenditures.
- Training using CSMC accounting procedures– CSMC trains Charter School staff on coding and CSMC accounting procedures and practices.
- Transaction recording – CSMC records all transactions in a computerized accounting system that is available for viewing on Charter Vision.
- Journal entries and account maintenance – CSMC prepares and records journal entries and maintains the general ledger according to accepted accounting standards.
- Bank reconciliation – CSMC reconciles primary bank and investment accounts to general ledger monthly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as

required.

- Capitalized Assets – CSMC records capital assets in the general ledger according to Charter School financial policy and according to Generally Accepted Accounting Standards. CSMC also records depreciation on an annual basis and maintains a schedule of capitalized assets and accumulated depreciation. Charter School is responsible for tagging and conducting inventory for all fixed assets whether capitalized or non-capitalized for internal control purposes and other compliance reporting
- Charter Vision accounting reports - The Charter Vision portal allows the Charter School and CSMC to generate financial reports on an as needed basis. Charter School can generate reports including, but not limited, to: detailed account activity, including scans of all invoices entered through the accounts payable system; check register activity; summary of budget, expenditures by account; cash balances; payroll register (for periods when payroll is processed by CSMC); revenues; and general ledger.

Accounts Payable & Receivable:

- Revenue verification – CSMC reviews revenue intake and verifies that the Charter School is receiving accurate amounts of state and federal funds based on its enrollment and other pertinent factors. CSMC reviews revenue intake and verifies through available state Department of Education schedules.
- Revenue collection for improperly calculated payments – if the funds received from the state or the county/district do not reflect the proper amounts and there appears to be a calculation error, CSMC will contact the appropriate officials and alert them of the issue. CSMC will use reasonable efforts to negotiate on behalf of the Charter School in disputes with funding agencies over improperly calculated payments.
- Accounts Payable functions:
 - Invoice processing - CSMC conducts invoice processing for Charter School. After coding from Charter School and approval from the Charter School leader or designee, CSMC enters invoices within 2 business days into financial tracking software. Charter School is responsible for submitting weekly package (unless other time frame is agreed upon) of invoices, deposits, payment documents that conform to CSMC forms and processes.
 - Invoice review - CSMC reviews invoices to assist in the prevention of double payments or double billings on multiple invoices. CSMC alerts Charter School to payment issues with vendors.
 - Invoice payment support - CSMC also verifies that funds are available to pay the bill, and notifies Charter School if there are not sufficient funds.
 - Fund verification is only available if there is online read-only bank access and if all checks are processed through CSMC.

Purchasing:

- Vendor selection – CSMC may provide recommendations of vendors based on its experience with vendors around the state and country subject to Section 11 of the Agreement.

Government Financial Reporting:

- Preliminary and final budget reports – CSMC prepares and files the preliminary budget report by July 1st (or earlier if required by the authorizer) based on the board adopted budget, unless Charter School agrees to file reports. CSMC also can prepare a final budget upon request.
- Interim financial reports – CSMC prepares and files the two interim financial reports to the county by the December 15 and March 15 (or earlier if required by the authorizer) deadlines.
- Audited financial reports – Subject to timely receipt of information and/or materials from the School and/or the auditor, as applicable, CSMC prepares all financial information for the audit so that the auditor can file reports before state-required deadlines.

SB 740 compliance

- SB 740 applications – CSMC works with client to submit SB 740 facilities applications and reimbursements on the Charter School's behalf.
- SB 740 budget compliance – For non-classroom based schools, CSMC monitors budget compliance with SB 740 and alerts school to potential problems in meeting the requirements for full funding.
- SB 740 funding determination form – CSMC completes and files the Charter School's funding determination form based on Charter School input.

2. BUSINESS CONSULTING

- Negotiations – CSMC supports the Charter School director and board in financial negotiations related to issues such as business terms in agreements (non-legal review), facilities, and SPED with SELPAs or districts and others (in non-legal capacity), including developing analyses to support the Charter School's position.
- Strategic Budget Development – CSMC can assist the Charter School director and board with strategic financial planning and budget scenario development.
- Financing support – CSMC assists clients in preparing loan packages and connecting the Charter School with non-traditional/specialized funding.
- Strategic Compliance Development – CSMC can assist the Charter School director and board with strategic compliance calendar planning.

3. BOARD MEETING SUPPORT

- Board mailouts (Electronic) – Charter Vision allows CSMC, school administrators and board members to automate the emailing of board financial reports. If desired, Charter School can print board meeting materials to have on hand for attendees.
- Board meeting attendance – As requested, CSMC attends board meetings in person or by teleconference, and presents its financial analysis presentation. Charter Schools may obtain up to 24 hours of in-person board support per year without any additional fees.
- CSMC can provide guidance to assist the board in staying in compliance with the Brown Act.

4. FACILITIES

- Facility needs assessment and planning – CSMC works with Charter School to identify available appropriate state funding, create multiple budget scenarios, and help clients think creatively think about their facility needs to come up with workable solutions.
- Prop 39 – CSMC provides prior year, current year and upcoming year ADA projections for the preparation of compliant Prop 39 requests, and educates Charter School about the Prop 39 process.

5. COMPLIANCE AND ACCOUNTABILITY

- Compliance support - Charter School is solely responsible for complying with legal requirements. CSMC will provide advice and guidance in a non-legal capacity to support Charter School's compliance efforts. Please note that CSMC's guidance does not constitute professional legal services. Since rules, regulations and interpretations regularly change, Charter Schools should seek independent verification and counsel from their attorneys or other sources to ensure legal compliance.
- Employee files – As noted above, CSMC provides Charter School with templates for employee files, forms, and procedures to assist with compliance efforts. (Note: The Charter School should have an attorney review all legal matters).
- LCAP compliance support – CSMC helps schools understand the requirements of Local Control Accountability Plans ("LCAP").
- SPED financial reporting – With input and information from Charter School, CSMC provides required SPED financial reports.
- Funding compliance – CSMC makes compliance recommendations regarding funding requirements, such as Federal Public Charter School Grant Program ("PCSGP") implementation grant funding and other restricted funds. Note that funding compliance is especially complex with many requirements the Charter School must satisfy.
- District and state regulation compliance – CSMC can problem solve with the Charter School areas deemed not in compliance with district or state regulations.

6. CHARTER DEVELOPMENT AND GRANTS ADMINISTRATION

- Financial reports – CSMC prepares customized financial reports for grant purposes.
- Fund accounting – CSMC tracks restricted revenues and expenses based on information received from the Charter School.
- Public Charter School Grant Program (PCSGP) grant reporting – CSMC assists the school in preparing and submitting the PCSGP grant financial report to the CDE.
- ConApp – CSMC prepares and files the ConApp parts 1 and 2 for eligible schools.

7. OPERATIONS SUPPORT

- **Negotiations** – CSMC supports the Charter School director and board in financial negotiations related to issues such as business terms in agreements (non-legal review), facilities, and SPED with SELPAs or districts and others (in non-legal capacity), including developing analyses to support the Charter School's position.
- **Operations** - In consultation with the Charter School, CSMC will provide direct operational support to the Charter School. CSMC's experience as charter school operators and authorizers has enabled CSMC to recently expand its direct on-site support and training.
- **Training** - CSMC now offers a comprehensive assessment of operational office systems and efficiencies to ensure compliance and efficiency. CSMC provides on-going training to ensure that school site operations run smoothly and all school staff understand compliance requirements.
- **Real Estate Development** CSMC will work with the Charter School to identify real estate partners, provide budgeting and accounting support for new facilities, and act as facilities advisor to the Charter School.
- **Facility Maintenance** - CSMC will provide analysis and devise a plan for the Charter School facilities that minimizes costs while providing safe, well maintained facilities for students.
- **LEA/SSD plan creation, maintenance and updating** - LEA/SSD plans will over the next few years be phased out as CA gains permission from the US Department of Education to replace them with LCAPs. CSMC has experience in writing LEA and SSD plans, and with the Charter School will identify and implement the appropriate solution for on a short term and long-term basis.
- **IT infrastructure support** - CSMC will conduct an IT audit, analyzing the Charter School's current infrastructure before working to identify a cost-efficient solution for supporting its IT needs.
- **Charter Renewal and New Petition Development** - CSMC's extensive experience working with multiple authorizers enables us to provide an unparalleled level of strategic support and insight in the overall charter petition development and renewal process.
- CSMC's School Development Division will provide robust petition support for existing and future schools.
- CSMC can assist with the creation of charter petitions, petition review, budget and financial plan creation, and advocacy support.
- **Handbooks** - CSMC will provide the Charter School with resources to create non-financial manuals, including Principal handbooks, Employee Handbooks and Operations Manuals.
- CSMC will create these personnel manuals with support from the Charter School staff, or whole cloth in draft form for the Charter School to review.
- **Communications support, e.g. social media, website, newsletters** - CSMC has professional experience with the creation and publication of newsletters and other media. CSMC will work with the Charter School to review and redesign its communications function.
- **HR support & systems** - CSMC has 16 years of experience providing Human Resources support for charter schools, and looks forward to crafting a hybrid Human Resources solution that works effectively for the Charter School.

Roles and Responsibilities

Clarity on certain roles and responsibilities between CSMC and Charter School will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

Table 1: Roles & Responsibilities

CSMC	Charter School
<ul style="list-style-type: none"> •Timely and accurate check payments •Payment of invoices according to Charter School’s approval policies •Recordkeeping/processes adhering to generally accepted accounting standards for accuracy and security and approved by independent auditors •Payment systems linked to financial statements and creating analyses for informed managerial decision-making •Bank account reconciliations •Invoice/payment research •Advising clients on outstanding checks to ensure adequate cash 	<ul style="list-style-type: none"> •Submission of Payment and Deposit Information •Weekly submission to CSMC of invoices, reimbursement requests, deposits, and other expenditures using CSMC forms and processes •Coding all expenses and non-state funding deposits using CSMC forms and processes and codes from the most recent budget. •Banking: Monitoring and maintaining adequate bank account balances to meet expense obligations •Provide online read only access to bank account

Accounting Deadlines and Calendars referenced above shall be provided separately by CSMC.

LATE FEES AND WARNINGS

Accounts Payable:

Weekly Submittal: Charter School will submit a weekly package (unless another time frame has been agreed upon) conforming to CSMC forms and processes. The submittal shall contain invoices with appropriate coding, reimbursement requests, deposits, and/or other payment documents to CSMC using CSMC forms/processes. If Charter School fails to submit this package or fails to submit all necessary invoices and receipts to process payment, Charter School will be warned that internal and external reporting will be delayed.

Scope of Services: Payroll & Human Resources

Payroll Support

CSMC uses an external payroll processor to accomplish the following tasks. CSMC interfaces between the Charter School and payroll processor, and performs quality checking and review so that the School does not need to interact with the payroll processor. The Charter School pays all payroll processing fees directly to the payroll processor.

- ✓ **Payroll Processing** – CSMC calculates and processes payroll and payroll-related payments/deductions for salaried and hourly employees based on information submitted by authorized Charter School representatives. CSMC generates checks for signature by authorized Charter School representatives (or through electronic signature) or facilitates Direct Deposit at the Charter School's request. The fees set forth above include semi-monthly payroll processing.
- ✓ **Payroll Reporting** – CSMC and its payroll processor prepare and file all required payroll reports for submission to federal and state agencies and submits electronic payroll, payroll tax reports and payroll tax deposits to the appropriate authorities for a single EDD/tax ID number. CSMC shall provide payroll reporting services for multiple reporting EDD/tax ID numbers.
- ✓ **Payroll Record Maintenance** – CSMC keeps track of employee payroll information. School maintains employee files (based on CSMC-provided template files).
- ✓ **W-2 Processing** – CSMC works with payroll processor to prepare W-2 forms, which are mailed to the Charter School, provided that this Agreement remains in effect at the end of the applicable calendar year, and subject to the timely receipt of accurate and complete information and data from Charter School, in accordance with CSMC policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of services.
- ✓ **IRS, SDI, WC Support** – CSMC assists in resolving payroll tax issues before the IRS and other federal and state reporting agencies in a non-legal capacity. CSMC also assists the Charter School with any State Disability, Workers Comp, or Unemployment Insurance claims by providing supporting payroll reports.
- ✓ **STRS/PERS and Other Retirement Plan Administration** – CSMC will help the Charter School set up STRS/PERS accounts as requested, and make appropriate deductions and payments to the county for STRS and/or PERS based on information provided by the Charter School. Some counties charge separately for this mandated service. The Charter School is responsible for STRS/PERS account set-up, administration and enrollments and any fees from outside parties including late fees and interest levied by STRS/PERS.

Human Resources & Benefits

- ✓ **Employee File Set Up** – CSMC provides the Charter School with new hire packets to help support compliance efforts with state and federal requirements regarding Live Scan procedures, TB test information, and/or credential verification information.
- ✓ **Teacher Credentialing** – CSMC provides non-legal information and assistance to Charter School leaders to help them evaluate teacher credentials.
- ✓ **Contracts and Handbook Development Support** – CSMC provides non-legal, business advice on employment contracts and employee handbooks and their business implications.

Roles and Responsibilities

Clarity on certain roles and responsibilities between CSMC and Charter School will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

Table 1: Roles & Responsibilities

CSMC	Charter School
<ul style="list-style-type: none"> - Accurate, complete payroll on a semi-monthly basis - Published Payroll Calendar with payroll deadlines - Reminders for payroll deadlines - Final payroll information sent to client for approval by at least one working day prior to Charter School’s payroll approval date - Advice on setting up STRS/PERS <p>CSMC will provide all payroll tax filing and W-2s</p>	<ul style="list-style-type: none"> - Timecards and Changes: Submission to CSMC of timecards for new hires and other payroll changes by payroll calendar deadlines and using CSMC forms/processes - Payroll Approval: Approval (email or fax) to CSMC by - Payroll Calendar deadlines - New Hires: Timely submission to CSMC of new hire paperwork on CSMC new hire forms - Enrolling (or working with a broker to enroll) staff in any STRS, PERS, 403b, health plans, and other insurance/retirement/contribution/ deduction programs - Terminating staff from health plans, other insurance, and other applicable contribution/deduction programs. - Obtaining all W-9s from vendors

The Payroll Deadlines / Calendars referenced above shall be provided separately by CSMC.

LATE FEES and WARNINGS

- ✔ **Timecards and Payroll Changes:** CSMC shall impose a late fee of \$100 for each business day timecards for hourly staff and payroll changes are submitted late to CSMC based on the published Payroll Calendar. Significant CSMC staff time is necessary to make such late modification. The latest Timecards and Changes can be accepted is three business days prior to Payroll Approval deadlines indicated in the Payroll Calendar.
- ✔ CSMC will generate and distribute manual checks, as needed and without charge, for employee terminations and payroll corrections due to CSMC error

Scope of Services : Student Data

1.0 AGREEMENT SERVICE

1.1 Introduction

This document represents a Service Level Agreement (“SLA” or “Agreement”) between CSMC and “Customer” for the provisioning of services required to support one or more aspects of the school’s operational capabilities. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of all “Help Desk” services covered by CSMC.

1.2 Purpose

The purpose of this Agreement is to ensure that proper elements and commitments are in place to provide a consistent and high-quality service delivery to the Customer by CSMC. This document identifies the service goal needs of the Customer, identifies the various service components provided by CSMC, and serves to manage the expectations of both parties. Service level agreements help to avoid potential disputes and/or conflicts by providing a shared understanding of customer needs, CSMC capabilities, and anticipated support requirements.

1.3 Data Security

We believe that working with a large company such as CSMC is what sets us apart from a consultant. CSMC has been in business for over 13 years, has strict employee screening policies, and is completely insured.

Your Student Information System is protected by the following precautions:

- Your Student Information System is only accessed when directed by the school in effort to solve a ticket or to gather information for a state compliance reports.
- There is no information stored at CSMC (nothing is printed, all NSLP lunch forms, and medical records are stored at the school site with no access by CSMC).
- CSMC does not assign users to your Student Information System instance unless directed by the schools Primary Point of Contact. All security rights in the system are assigned by the system administrator.
- When CSMC employees are terminated or leave – all passwords are immediately changed and their access is eliminated from all areas.

CSMC takes the privacy of your student data very seriously.

1.4 Goals & Objectives

The goal of this Agreement is to obtain a mutual understanding of the support services CSMC will offer the Customer. The objectives of this Agreement are to:

1. Provide clear guidance to the roles & responsibilities of both CSMC and the Customer in regard to the utilization of the Help Desk services.
2. Present clear, concise, and measurable descriptions of each service provision to the customer.
3. Describe “Best Practices” for utilizing CSMC Help Desk services.
4. Provide opportunities for feedback to the Customer and for the Customer to provide formal written feedback to CSMC.
5. Offer guidelines for data collection and population to successfully meet state reporting deadlines and requirements.

The CSMC Help Desk acts as a central point of contact for all issues related to student data support services (e.g. non-financial or legal) offered through CSMC including, but not limited to, student information systems, state reporting, and other items as specifically identified in this agreement. This agreement also includes provisions for resolution of disagreements specifically related to the Help Desk. Finally, this agreement also describes the costs for additional (“Add-On Services”) that are offered on a per-item fee basis outside of the primary support contract, should the Customer desire to utilize these additional services.

Questions related to financial matters, legal issues, budgeting, accounts receivable and payable, human resources, etc. should NOT be directed to the CSMC Help Desk but should instead be directed toward either your CSMC Account Manager (AM), your CSMC School Business Manager (SBM), or directly to CSMC leadership. These matters are specifically NOT covered under this Help Desk Service Agreement.

All questions related to this Service Level Agreement should be directed to:

Sarkis Gharibian
 VP Student Data Services
 CSMC
 1210 W. Burbank Blvd., #B
 Burbank, CA 91506
 O: 213-293-3977 x 229
sgharibian@csmci.com

2.0 Customer Responsibilities

2.1 Data Integrity

DATA INTEGRITY REMAINS THE LEGAL RESPONSIBILITY OF THE SCHOOL.

CSMC is **not** responsible for data submitted after set deadlines, for inaccurate data posted to a school’s student information system, or for missing data. Schools retain the legal responsibility for populating their data systems with accurate and up-to-date information. If CSMC is tasked to upload data to any system, it remains the sole responsibility of the school to validate and verify the accuracy of all data before and after each upload. Schools are responsible for populating their data systems with accurate data **IN ADVANCE** of known deadlines and recognize that incomplete and inaccurate data may adversely affect the School’s ability to provide accurate state and attendance reports, and may negatively impact available funding. Schools are required to approve, certify, and sign off on all state reports prior to each certification.

2.2 CALPADS Student Data

Per our Service Level Agreement, schools are required to enter all the required information into their Student Information System for each actively enrolled student. In order for CSMC to be able to provide CALPADS services and guarantee successful and timely submissions we ask that schools enter all the required information upon enrolling a new student into their SIS.

For PowerSchool users, CSMC will install our custom CALPADS validation tool onto your PowerSchool. The school is responsible for utilizing and routinely monitoring the customization to ensure that there are no critical data elements missing from student records

2.3 Authorized Technical Contacts

CSMC's number one priority is to protect the data of your school. In order to prevent unsolicited or unwarranted persons from contacting our Help Desk, we require schools to submit a list of Authorized Technical Contacts (ATC) along with a Primary Point of Contact.

ATC's have unlimited Help Desk support via phone, email, and web portal. If the Help Desk receives a call from unauthorized school personnel they will be directed to contact their Primary Point of Contact first to request being added. The Primary Point of Contact can contact the Help Desk to add/remove ATC's at any given time.

2.4 Service Requests - Abandoned Tickets

Often a CSMC representative will need to submit a follow up question to gather more information about an issue from an Authorized Technical Contact. If a response to a follow up is not received within 7 business days, the ticket will automatically be closed and considered resolved. The Authorized Technical Contact will still have the opportunity to re-open the ticket by simply replying to the closed ticket notification.

2.5 SIS User Access

School personnel are responsible for managing administrator and teacher accounts. CSMC provides training on adding and deactivating staff members as well as cheat sheets and video tutorials on this specific function. It is important that this is managed precisely to ensure that your database is secure and that only authorized staff members have access at all times. As staff members leave or are terminated, their accounts should immediately be deactivated as a security measure.

2.6 Supplemental System Access

In order for CSMC to provide direct assistance with CALPADS, CBEDS, and the 20 Day Attendance Report we will need the appropriate login credentials. It is the school's responsibility to provide CSMC with the following:

- CALPADS User Account with full privileges
 - CSMC does NOT maintain the CALPADS LEA Administrator Account. The LEA Administrator account is the only account that can add additional users and is usually assigned to the school administrator. Since CALPADS passwords expire every 90 days it will be the school's responsibility to maintain their access after providing CSMC with their own account. If the LEA Administrator password expires, he/she will need to contact the CDE directly to have their password reset.
- LEA CBEDS Username and Password
- PENSEC Pin

Please note that without access the school holds responsibility for ensuring completion of each item above

3.0 CSMC Scope of Services

CSMC's Help Desk offers a specific, but limited, array of support services for Schools. Our catalog of services includes essential services that are often too complex or costly for smaller schools, CMO's, or school districts to maintain in-house.

The following services are covered by this agreement:

3.1 Help Desk Support

Email:

Authorized Technical Contacts can send a detailed email to helpdesk@csmci.com explaining the issue(s) they are experiencing. The email will automatically be entered into our ticketing system. When describing the issue, mention as much information as possible. Name of the report you are running, parameters you are setting, and screen shots will help us answer your question quicker.

Web Portal:

Requests can be submitted by Authorized Technical Contacts online via the Help Desk Web Portal (<https://csmc.zendesk.com>). This method gives you the ability to track progress of all tickets submitted in one centralized location. You'll also have access to our online community forum filled with lots of helpful tips and videos.

Telephone Support:

Assistance is available from 8:00 AM to 5:00 PM (PST), Monday through Friday, except when CSMC is closed due to observed federal holidays, administrative closings, inclement weather, or security concerns. If the Help Desk receives a call from an unauthorized person they will be directed to contact the Primary Point of Contact to request authorization. The Primary Point of Contact can email the Help Desk to add/remove Authorized Technical Contacts at any time.

3.1.1 Help Desk Priorities & Response Times

The Help Desk will use the following guidelines in prioritizing requests and will strive to begin working on the problem within the target timeframe. Actual response times may be shorter or longer depending on the volume of requests at any one time. The priority given to an incident is determined by a combination of its impact and urgency. The definitions below are used to establish the priority.

Impact	Criteria	Examples	Target Response Time
High	System or device down, critical business impact such as loss of revenue, no workaround available.	SIS is down. State or local district request. Board meeting preparation. Auditor on-site.	Within 4 business hours
Medium	Potential business impact that does not affect funding but affects operations.	GPA is inaccurate Emails not working New SSID Request	Within 24 business hours
Low	Non-critical tickets, general questions, enhancement requests, or documentation cases	Removing pre-registered student Cosmetic customization Import Student Photo Enhancement Requests General Questions	Within 2-5 business days

In addition to the impact level of an issue, CSMC also considers the Urgency of each request based upon the following three levels:

Urgency	Definition
High	Requires Immediate Attention
Medium	Requires resolution in near future
Low	Does not require significant urgency

As a result of evaluating the impact and urgency of each support ticket, we then categorize them on a one to five-point scale, as indicated below:

Priority	Critical or High Impact	Medium Impact	Low Impact
High Urgency	1	2	3
Medium Urgency	2	3	4
Low Urgency	3	4	5

Please note that Help Desk requests submitted via the phone are simply turned into written email tickets for tracking purposes. Submitting a written request eliminates the time required for a support staff member to create a new ticket, and may increase response time. Therefore, all Customers are STRONGLY encouraged to submit written help desk requests when appropriate.

3.2 Remote Assistance

CSMC utilizes Skype Business web conferencing to provide remote support. This allows our support staff to access the Customer’s computer screen to diagnose problems, provide one-on-one training, or to host group webinars.

3.3 Integration of Third Party Applications

CSMC assists in the integration of third party applications that are compatible with your SIS. CSMC cannot provide direct training on third party application or provide support for issues that may arise that are due to product defects or developed by user error. It will remain the responsibility of the School to communicate directly with the vendor to work those issues out. CSMC will work within the constraints of your SIS in ensuring that integration is setup as stated in the application setup guide.

3.4 On-Site SIS Trainings

To ensure your school or district success, we include (1) on-site Administrator training and (1) on-site Teacher training during your initial contract year. For each subsequent year additional on-site trainings can be purchased through our Add-On Services.

Administrative Training Topics Covered:

- Finding your way around your SIS
 - Signing in, enrolling students, searching for students, conducting searches, changing demographic information, printing reports for individual students, searching for staff members, changing staff information, inactivating staff members, etc.
- California State Reporting Information
 - Entering required student demographic information, English learner and immigrant information, entering lunch eligibility program records and other program information, creating discipline records, utilizing the validation tool to prepare for submissions, etc.
- Running Reports out of your SIS
 - How to run daily, weekly, and monthly attendance reports, how to do a quick export of student

data, how to search for perfect attendance, how to check for teacher attendance submission status, how to run gains and losses audit report, etc.

- Scheduling Students
 - How to view and modify an individual students schedule, how to drop a student from a class, how to add a student to a class, how to mass enroll students into classes, how to print student schedules, etc.

Typical attendees of the Administrative training include Administrators, Principal, Office Staff, Counselors, Registrars, Secretaries, Special Education Coordinators, and Lunch Staff.

Teacher Training Topics Covered:

- Logging in to take attendance vs. logging in to gradebook
- Taking attendance, viewing student pages, and printing reports
- Creating Assignments
- Entering Grades & Comments
- Linking Grades to Standards
- Creating Categories & Student Groups, etc.

All teachers **AND** at least one administrator should attend the Teacher training. It is very important that a school administrator be present at the teacher training. Often, trainees are asked questions related to school policy that only an administrator can answer. Having an administrator on hand will help solve this problem and at the same time, set the tone for all staff attending.

Following the trainings, Authorized Technical Contacts at each school will have unlimited Help Desk support which includes remote assistance. If, however, an additional on-site training is requested CSMC offers customized Administrative and Teacher trainings as an add-on service (See Add-On Services).

3.5 Planned or Emergency On-Site Assistance

CSMC may be contracted for special on-site assistance during unique circumstances or events. Please note: additional hourly or daily rates may apply.

3.6 Student Information System (SIS)

CSMC's SIS Support is defined by three phases; (1) Initial Product Implementation, (2) Ongoing Support, and (3) "Add-On Services (Fee-Based)". Each category is described in greater detail below.

Initial Product Implementation (IPI):

Initial Product Implementation services include all the basic elements required to get a SIS started and maintained throughout the year. This type of support is always offered to schools in their first year of operation. IPI includes both district and school level setups.

District Setup will include the following items – as required:

- Calendar Membership Types
- Citizenship Codes
- District Info
- Districts of Residence
- Entry Codes
- Ethnicity Codes
- Exit Codes
- Fee Categories
- Log Types/Sub Types
- Special Programs
- Schools/School Info
- Grade Scales
- GPA Calculations (non-custom)
- Test Scores
- Miscellaneous
- District settings required by state
- Log Entry Fields

School(s) Setup will include the following items – as required:

- Attendance Codes
- Attendance Code Categories
- Current Grade Display
- Final Grade Setup
- Full-Time Equivalences
- Preferences
- Bell Schedules
- Calendar Setup
- Activities
- Balance Alert
- Fee Types
- Miscellaneous
- Sub Login Settings
- Attendance Conversions
- Class Rank
- School settings as required by state
- GPA Student Screens
- Honor Roll
- Final Grade Entry Options
- Days
- Graduation Sets
- Next School
- Periods
- Rooms
- Years & Terms

Ongoing Support

Ongoing SIS support includes all elements covered in the Initial Product Implementation and includes a comprehensive checklist and system scan to ensure state reporting compatibility. Ongoing support is typically provided to schools that have already implemented their SIS and are looking to maximize their usage of the system.

Add-On Services

(See Add-On Services).

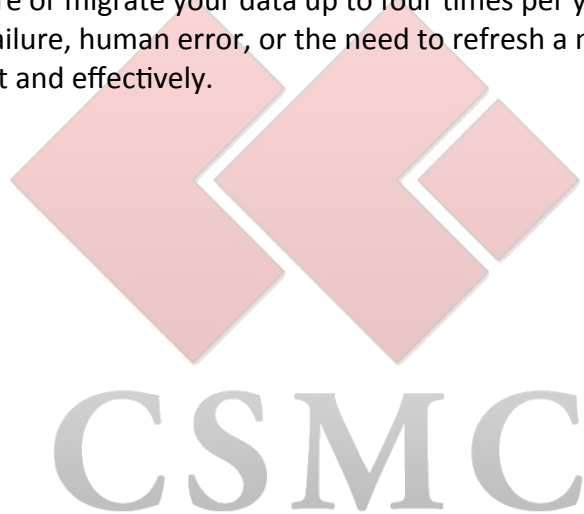
3.7 Server Hosting

For PowerSchool user's server management plays an important role in smooth operation of your PowerSchool instance. It helps in scalability, performance, and capacity of your site. The three options for hosting your PowerSchool server are; (1) Self-Hosting, (2) PowerSchool Hosting, and (3) CSMC Hosting.

Self-Hosting: PowerSchool 7 supports a Windows configuration using 64-bit hardware with a Windows Server 2008 R2 64-bit Standard Edition operating system. As a self-hosted school, you are responsible for all PowerSchool and state reporting version upgrades, ensuring your hardware meets the stated minimum requirements by PowerSchool, monitoring system stability and security, and performing routine maintenance.

PowerSchool Hosting: If your PowerSchool instance is hosted through PowerSchool's Hosting Service they will provide regular upgrades for your PowerSchool server as well as state reporting updates. All PowerSchool installations are hosted on a secure, off-site storage facility that is backed up nightly. Each data backup is stored for up to 7 days to protect you from the possibility of data loss.

CSMC Hosting: CSMC will host your data on our secure, top of the line servers which includes daily backups of your data, regular software and server maintenance, and upgrades to the latest version of PowerSchool and state reporting. CSMC will restore or migrate your data up to four times per year up to 7 days after a data loss event. Whether it is hardware failure, human error, or the need to refresh a non-production instance, we can restore or migrate your data fast and effectively.



3.8 SIS Conversions

Many schools do not remain with the same SIS for various reasons. CSMC provides support on SIS conversions. We will provide the Primary Point of Contact or the schools conversion project leader with import templates to complete for various tables within the SIS database. The school is responsible for

extracting the required data from their old Student Information System (SIS) and onto the provided templates. The integrity of the data will always remain a school responsibility so it is recommended to verify the data. Files must be saved in either CSV or XLS format and emailed to the Help Desk. CSMC will review and format as needed prior to importing into your new SIS.

Most Common Imports:

- Students
- Staff
- Courses
- Sections
- Historical Grades

It is important to keep in mind that not all Student Information Systems are built equal and that data conversion projects usually take 3-4 months depending on the amount of data being converted. Please take this into consideration when deciding on when to terminate your contract with your previous student information system. CSMC's priority is to ensure that your school is ready to operate before your first day of school.

CSMC can only work within the constraints of your SIS. If, for example, your previous student information system had features that do not exist in your new SIS we will first look for the best cost-effective resolutions to meet your school's needs. If none are available, you can consider our add-on services in HTML/Page Development.

CSMC

3.9 CALPADS

There are over 100 data entry points within your SIS that are required for the various submission phases of CALPADS. CSMC assists you through the entire CALPADS process from extracting your files, uploading your data, and correcting all certification errors for you. For PowerSchool users, CSMC will install a custom CALPADS validation tool that makes it incredibly simple for office staff to locate errors, make corrections, and assess overall CALPADS readiness all on one screen.

CALPADS Services Offered:

- Preparation of all four Fall 1 extracts per school (SENR, SINP, SELA, SPRG) for import to CALPADS.
- Preparation of all four applicable Fall 2 extracts per school (SDEM, SASS, CRSE, SCSE) for import to CALPADS.
- Preparation of all five applicable EOY extracts per school (CRSC, SCSC, SDIS, SCTE, STAS).
- Install CSMC custom CALPADS Validation Tool onto your PowerSchool server (If Applicable).
- Correct all submission errors and post each extract per submission cycle.
- Correct all fatal certification errors to ensure certification for Fall 1, Fall 2, and EOY.
- Provide Primary Point of Contact with Direct Certification Report upon request.
- Provide Primary Point of Contact with CALPADS ODS Foster Youth Report upon request.
- Communicate with school and neighboring districts in resolving Concurrent Enrollments, Multiple Identifiers, and Exit Reason Discrepancies to ensure certification.
- Create new SSID's and exit transferred students on CALPADS on a bi-weekly basis. Urgent SSID requests can be expedited by submitting a Help Desk ticket.
- Provide Primary Point of Contact with all aggregate reports and a sign off sheet with each of the three submissions.
- Work with Primary Point of Contact before and during amendment window in correcting any data entry errors.
- Demographic Data Corrections for Accountability Reports
- CBEDS Submission

3.10 Attendance Reporting (P-1, P-2, P-Annual)

If your contract includes attendance support, CSMC will provide direct assistance with all your P-Reports (P1, P2, and P-Annual). The school is responsible for communicating the district deadlines and report parameters to CSMC. CSMC will provide the customer with the P reports for verification. Upon verification of the P-Reports provided by CSMC, each customer has the option to submit to the authorizing offices directly or request CSMC to do so. The customer is responsible for entering student attendance and the student data required for accurate reporting, such as: entry date, exit date, class enrollment, grade level, special program enrollments, district of residence and attendance for each student within the student information system.

Attendance Support Services Include:

- Charter Status Report (P1, P2, and P3)
- Attendance Charter School Report (P1, P2, and P3)
- Charter School Physical Location Report (P1, P2, and P3)
- Basic Aid Supplemental Charter School Report (P1 and P2)
- Charter School Audit Adjustments to CALPADS Data (If Applicable)

From time to time additional reports may be requested by each authorizer. Those reports are considered

supplemental and vary in complexity for each district. Examples of some supplemental report requests include attendance backups, demographic information about your students, LCFF statuses, CALPADS ODS extracts, etc. These types of supplemental reports are only requested by a small number of districts and County offices. We can provide assistance in gathering supplemental information since most of the time they are found on CALPADS, however, in terms of submittal, schools are responsible for submitting these data.

To alleviate the task of producing supplemental reports, CSMC can aid in interpreting the requests and pulling reports from the SIS. Customer must submit a ticket to the CSMC Help Desk to request this type of assistance.

3.11 Charter 20 Day Report

If your contract includes attendance support, CSMC will provide direct support with the completion and submission of the 20 Day Advance Apportionment report. CSMC will provide the customer with the report prior to submitting it to the state via the online portal. It is the customer's responsibility to provide CSMC with the online portal log in credentials and any deadlines set by the authorizing office. The customer is responsible for entering student attendance and populating the student data required for accurate reporting such as: entry date, exit date, class enrollment, attendance, and LCFF eligibility.

To alleviate the task of producing supplemental reports, CSMC can aid in interpreting the requests and pulling reports from the SIS. Customer must submit a ticket to the CSMC Help Desk to request this type of assistance.

3.12 Local Data Requests

Local county or district offices may request student data from time to time and the complexity of the requests often vary from a simple export of student demographics to cross table comparison reports. CSMC can provide you with extracts of what is available in your SIS, however, some requests may involve merging data from multiple systems into one cumulative summary report. In these cases, CSMC will extrapolate and provide you with the information you need in a workable format. The school will remain responsible for merging the data from the other systems and submitting the report to the requester. Due to the time-consuming nature of completing such data merge projects CSMC can aid in performing vlookups, pivot tables, and charts as an add-on service (See Data Entry Add-On Services).

4.0 General Assumptions

The commitments in this agreement are based upon the following assumptions:

1. Scheduled holidays will be included in the Service Level Agreement in which the Help Desk will be unavailable or will operate in a reduced capacity (e.g. no phone support).
2. Periodic database and application maintenance will occur throughout the year both during “off-hours” (e.g. 12 am to 5 am) and rarely during normal operational hours.
3. All planned service or software outages will be communicated via email to the school.
4. Changes in Customer’s staffing will be communicated immediately to CSMC so that at least one Primary Point of Contact is maintained at all times.
5. **The initial setup of your School will take several days of work on the part of the school leadership.** Adequate time should be set aside to review the documents provided, complete the worksheets, and submit the information to CSMC well in advance of the first day of school. Customer should expect a considerable amount of “back-and-forth” until the systems are set up properly.
6. Implementation services will be delivered remotely as a standard. Any travel costs related to implementation project will be invoiced and paid by customer.
7. Direct services related to CSMC financial services (e.g. Payroll, accounts receivable/payable, Human Resources, etc.) are explicitly NOT covered by this Help Desk Service Level Agreement.
8. Customer must identify a **Primary Point of Contact (“PPC”)**. This person will be CSMC’s primary contact, available throughout the contract term, to assist in any implementation tasks required for the setup and maintenance of each system.
9. Customer will provide data and information requested in a timely and efficient manner and work cooperatively with CSMC during setup and configuration of all schools.
10. Customer should expect to spend several hours each day maintaining the basics of their SIS at the school level (e.g. taking attendance, lunch counts, updating student and parent data, etc.). In no way does CSMC replace the need for on-site, daily support for SIS and the need for a single Primary Point of Contact (e.g. your office manager).
11. Customer’s Primary Point of Contact should have adequate (e.g. beyond basic) technical skills. For instance, they should be able to email files, convert files from Excel to .txt files, be able to retain usernames and passwords for sites, bookmark web pages, use Microsoft Excel/Word, and be able to routinely conduct basic computer tasks.
12. Customer will provide or have available a working land-line telephone with conference calling (e.g. speakerphone) capabilities for training sessions and webinars.

5.0 Limitations & Exclusions

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- Due to factors outside CSMC’s reasonable control
- Due to missing and/or incorrect content in the Customer’s student information or student assessment systems
- Due to interdependencies
- Due to resource constraints and/or school priorities
- Due to a payment or service ‘Hold’

6.0 Critical Success Factors

6.1 Changing Needs

At CSMC we know that our success in resolving support issues directly impacts your success and vice-a-versa; if your school is successful we hope to be retained as your student data services support provider. As a result, we approach each problem as an opportunity to support your school and make you successful. We have a very strong track record of success but cannot resolve 100% of all issues that come across our Help Desk. Some problems may fall out of the scope of this Service Level Agreement or outside the scope of our internal expertise. We will, however, endeavor to resolve each issue that comes before us as time and resources allow.

6.2 Setting Client Expectations

We also know from experience that Customers who were led to believe that the Help Desk was going to provide direct services that fall outside of the scope of our Service Level Agreement will leave disappointed. Therefore, it is imperative that Customer's leadership team and specifically the Primary Point of Contact understand, acknowledge, and agree to the provisions of this document.

6.3 Cost Effective Operations

From time to time the Help Desk personnel may "push-back" with suggestions on less expensive or in-house solutions to Customer's requests for fee-based "Add-On Services" in order to maintain a cost-effective program. Add-On Services exist because the need is there, but they also represent internal costs to the Help Desk that we must cover through additional charges.

6.4 Safeguarding Confidentiality of Data

Unauthorized access by an outside hacker or a disgruntled employee can cause serious damage or destruction to confidential student data and turn out to be a huge headache. Our Authorized Technical Contact policy is the best countermeasure to safeguard your data. We hope that you view this policy as a means to better protect your school from data loss and/or unsolicited manipulation of your school's configuration. The last thing we want to happen is for the wrong person to gain access to your school's confidential data. Such a policy is imperative to prevent unwarranted access to your SIS and modification to system settings without prior administrative approval.

7.0 Complaint Escalation & Resolution Procedures

Registering a formal complaint.

All complaints relating to the operation of the Student Data Services, including:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document of the relationship between CSMC and Customer

Received by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems.

8.0 Procedure for Requesting Exceptions to Standards or Policies

The following process will be followed if additional services to this SLA are required or desired.

8.1 A Project Change Request (PCR)

A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, rationale for the change and the effect the change will have on the project.

8.2 CSMC will review the proposed change and recommend it for implementation or reject it. A PCR must be signed by the authorized Customer to authorize the quote for additional services. If the Customer accepts additional services and charges, a change to the original purchase order or new purchase order is required.

CSMC

9.0 Critical Reporting Deadlines

SEPTEMBER

- Charter 20 Day1

OCTOBER

- Charter 20 Day1 (continued)
- First Wednesday of October: Census Date
- Last day of October: CBEDS Deadline

DECEMBER

- Mid-December: CALPADS Fall 1 Submission Deadline
- P1 Report Due1

FEBRUARY

- Late-February: CALPADS Fall 2 Submission Deadline
- Early February: CALPADS Fall 1 Amendment Window Deadline

MARCH

- Late-March: CALPADS Fall 2 Amendment Window Deadline

APRIL

- P2 Report Due1

JUNE

- P-Annual Report Due1

JULY

- Mid-July: CALPADS EOY Submission Deadline



10.0 Unsupported Tasks

1. CSMC does not evaluate the performance of school personnel.
2. CSMC does not grade student work, or evaluate student performance, etc.
3. CSMC does not take daily student attendance.
4. CSMC does not monitor the lunch process (e.g. who has paid, not paid, eligible for free/reduced, etc.).
5. CSMC does not offer project management for IT tasks that fall outside the items specifically identified in this service level agreement.
6. CSMC does not provide copy (e.g. written documents) for school web sites.
7. CSMC does not complete data entry tasks. Example of a data entry task includes transferring data from paper enrollment forms, emergency card information, or immunization information into your SIS. CSMC can however provide this level of support through our Add-On Services.
8. Direct mobile application support for parents (e.g. iPhone app, iPad app). While CSMC can perform the initial set-up /access to these services, we do not offer direct support for parents or students in using these mobiles services.
9. CSMC does not define your master schedule. CSMC does not provide direct services for determining the course and section offerings, teacher qualifications, and appropriate placement of students. This is an activity reserved for School Leadership and Certificated/Credentialed teachers and administrators.
10. CSMC does not perform student scheduling on behalf of schools. Scheduling and mass enrolling students into sections is taught during the initial administrator training.

11.0 Add-On Services

Add-On Services Billing

Add-On Services are invoiced upon completion of each deliverable on the last day of the month it was completed. All Add-On Service invoices shall be paid immediately upon receipt of the invoice. (The terms are NOT Net 30).

A. Custom PowerSchool HTML Page Development - \$95/hr

Don't like the way some of the pages within PowerSchool look by default? Want to change the coding on any particular page? If so we can customize PowerSchool to meet your needs. Requests for customization will be evaluated to ensure that it falls within the constraints of PowerSchool and are billed at an hourly rate of \$95.

B. Custom PowerSchool Common Core/Standards Based Report Cards

Option A: CSMC Provided Standards and CSMC Provided Report Card Template

Setup Fee: \$100.00

Price per Grade Level: \$300.00

CSMC Provided Standards

CSMC will provide a complete list of common core standards and you will have the option to associate applicable standards to courses of your choice. Limitations include not being able to remove any parent standards or add any standards outside of the original list provided.

CSMC Provided Report Card Templates

CSMC provided report card templates cannot be edited other than the school name, address, reporting terms, logo, and title. Any additional modifications will require the purchase of School Provided Custom

Report Card Templates.

Option B: School Provided Standards & Report Card Template

Setup Fee: \$100.00

Price per Grade Level: \$450.00

School Provided Standards

CSMC will provide an import spreadsheet and a guide. CSMC will offer guidance and support but the customer is ultimately responsible for the completion of the import spreadsheet.

School Provided Custom Report Card Templates

The customer is responsible for the formatting, design, and layout of each report card template. The customer must provide a FINAL “print-ready” PDF or JPEG document for each unique page. CSMC will not make any edits to the templates provided and will begin work immediately upon receiving the templates. Any requested changes to the template after the project begins will be subject to modification fees at an hourly rate of \$150/hr billed in addition to the overall cost of the report card project.

Turnaround Time

The standard turnaround time for any report card project is 4-6 weeks upon receipt of a signed “Report Card Service Agreement” and final print ready custom report card templates. Changes or delays in getting CSMC the custom report card templates will further postpone the completion of this project. Your timeliness is greatly appreciated.

Rush Service

Customers may have the option to request a “rush service” for a 2-3 week turnaround for an additional fee of \$500.00. Please inquire about “rush service” availability. We will do our best to approve this option if requested however we do reserve the right to deny a “rush service” request.

C. SIS Data Entry Services \$95/hr

CSMC can assist with certain data entry tasks on an as needed basis for an hourly fee of \$95 which varies depending on the scope of the data entry project.

- Enrollment Forms
- Emergency Card Information
- Historical Grades
- Historical Attendance
- Fees
- Immunizations
- Test Scores
- Local Data Requests
- Student Scheduling

D. Additional On-Site PowerSchool Training

To ensure your school or district success, we include (1) on-site Administrator training and (1) on-site Teacher

training during your initial contract year. For each subsequent year additional on-site trainings can be purchased through this request form.

Pricing:

Within 150 miles of our Los Angeles office (91506)

- Admin Training (4 hours): \$500
- Teacher Training (2 hours): \$500
- Custom Half Day Training (Up to 4 hours): \$500
- Custom Full Day Training (4-8 hours): \$1,000

More than 150 miles from our Los Angeles office (91506)

- Admin Training (4 hours): \$1,000
- Teacher Training (2 hours): \$750
- Custom Half Day Training (Up to 4 hours): \$1,000
- Custom Full Day Training/Visit (4-8 hours): \$1,500

Note: For an onsite training request that is more than 150 miles from our LA office a 4 week advance notice is required from the preferred training date entered on this form.

E. PowerScheduler Load Process (\$2500)

PowerScheduler is a powerful tool that can schedule most your students. Based on your finalized master schedule, a successful run of this feature can schedule 70%-90% of your students.

Using this feature requires at least one project manager to continually enter, manage and maintain the data in PowerScheduler at least 2-3 months before the end of your current school year.

CSMC will provide the school assigned project manager(s) the resources and (1) full day on-site training in achieving the highest percentage possible of students being scheduled while mitigating the need to manual scheduling your students to a minimum. CSMC will also provide continued support and guidance via the Help Desk.

Currently we do not offer support services for the PowerScheduler Build Process and for schools with less than 500 students.

F. Custom PowerSchool Reports - \$95/hr

Having trouble finding the perfect report in PowerSchool that fits your school's needs? We can help build the reports that you need to be successful with running your school! PowerSchool stores a wide variety of data related to your school. Figuring out where all your data is stored and retrieving it into a custom report can be very difficult for the typical school staff member.

MASTER SERVICES AGREEMENT

BETWEEN CSMC & American Indian Model Schools

This Master Services Agreement ("Agreement") is entered into as of 7/1/2018 ("Effective Date"), by and between Charter School Management Corporation ("CSMC"), and American Indian Model Schools ("Charter School" or "Client"), for CSMC's provision of back office services to Charter School on the terms set forth herein:

- 1. Term:** The term of this Agreement shall be from the Effective Date until 6/30/2019 (the "Initial Term"). This Agreement shall automatically renew for consecutive additional 4 year terms unless either party provides written notice of non-renewal to the other at least 60 days prior to the expiration of the then-current term (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) are referred to as the Term.
- 2. Services:** CSMC shall perform the services set forth in Scope of Services attached hereto and incorporated herein, which may include finance and accounting, payroll and human resources support, business consulting, board meeting support, facilities guidance, compliance, and charter development and grants administration support services. Upon mutual written agreement, the parties may modify the scope of Services by revising Scope of Services at any time.
- 3. Excluded Services:** Other than the Services set forth in Scope of Services, CSMC is not responsible for any other services, unless mutually agreed to in writing. Examples of excluded services include, but are not limited to, legal services or legal costs, technology installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant-writing or fund-raising, hiring, meetings with outside parties (e.g., the Charter School Board or authorizer) beyond those meetings required to accomplish the Services, Special Education administration, testing, assessment, compliance with the Every Student Succeeds Act, compliance with government grant requirements, audits, attendance accounting, employee performance reviews, Student Information Systems support, and other outside professional services costs ("Excluded Services"). If the Charter School wishes to obtain Student Information Systems support, the parties shall enter into a supplemental service level agreement that outlines the parameters of all student data services.
- 4. Compensation:** In exchange for CSMC's provision of the Services, Charter School agrees to pay as follows:
 - **Services Fee:** CSMC does not solely base its fees on the number of students at a charter school. Instead, it provides an economic, tailored flat rate that is a result of CSMC's discussion with the school about its specific needs. The fee for Services for Charter School shall be as set forth in Scope of Service ("Services Fee"). This Services Fee shall apply to the provision of Services starting 7/1/2018.
 - **Revision of Services Fee During Term:** Upon mutual written agreement, the parties may modify the Services Fee by revising Scope of Services at any time, e.g. to reflect an agreed-upon change in the scope of Services. CSMC also closely tracks the hours it spends on performing the tasks for Charter School. If at any time CSMC or Charter School believes the Services Fee does not accurately reflect the amount of work and resources expended by CSMC, the parties shall enter into good faith discussions to increase or decrease the Services Fee.
 - **Rate for A La Carte Services:** Should Charter School desire a la carte services at any time during the Term, CSMC would be pleased to provide such a la carte services subject to CSMC's capacity and written

agreement. A la carte services shall be provided at the Discounted Fee Rate described in subsection 4.b above, unless the parties mutually agree on another rate.

- The A la carte services may include: grant-writing (e.g., PCSGP), LCAP and annual updates, LEA plans, and School Wide plans, any in-person board attendance beyond 24 hours in a year, drafting new and renewal charter petitions, facility acquisition and lease negotiation support, Charter Vision Achievement module support, charter revocation and notice compliance support, and implementation of computer systems.

For services work, CSMC shall send invoices and all fees due to CSMC must be received by CSMC within 30 days of the date of invoice. CSMC reserves the right to suspend the provision of Services in the event an invoice is 30 days past due. Additionally, CSMC retains the right to assess a 1.5% per month (18% per annum) late charge or the maximum legal rate of interest, whichever is less, on unpaid balances that are over 30 days past due. Charter School shall reimburse CSMC for all reasonable costs incurred, including reasonable attorney's fees, in collecting past due amounts owed by Charter School.

5. Charter School Obligations: In addition to the obligations listed in Scope of Services, Charter School shall be responsible for the following:

- **Timely Submission of Information:** In order to provide the Services, CSMC relies on Charter School to provide timely, accurate and complete information, and to cooperate reasonably with CSMC. CSMC shall not be responsible for any missed deadlines if Charter School and/or Charter School's contractors (e.g. auditors) fails to timely provide necessary information and materials to CSMC. A submission is timely under this Agreement if CSMC, in its sole discretion, determines it has sufficient time to complete its required tasks.
- **Right to Rely:** CSMC has the right to rely upon the truthfulness, completeness and accuracy of the information and data provided by Charter School, its directors, officers, employees and agents. CSMC shall not be expected to, and Charter School may not rely on CSMC to, discover and disclose errors, fraudulent financial reporting, and misappropriation of assets, or illegal acts that may exist at one or more schools or offices operated by Charter School. Charter School understands and agrees that CSMC has no responsibility to identify and communicate deficiencies in Charter School's internal controls as part of CSMC's provision of Services under this Agreement.
- **Notice of Material Changes:** Charter School shall immediately inform CSMC of any material change in Charter School or Charter School's operations that might impact CSMC's ability to provide the Services under this Agreement.
- **Compliance:** CSMC's services will assist Charter School's back office operations, but CSMC shall not be responsible for auditing Charter School's information and operations for completeness and compliance. Charter School is solely responsible for adopting and adhering to reasonable policies and procedures, and for ensuring the Charter School remains in compliance with all applicable rules and regulations, its charter(s) and any MOUs or other contracts, and sound fiscal operations.
- **Direction:** Charter School acknowledges that by providing the Services, CSMC performs an advisory and task-related function, and therefore provides the Services at the direction of Charter School. Charter School retains ultimate decision-making authority on the execution of agreements, transactions and payments, and the determination of rights, processes, controls and obligations rests entirely in the discretion and control of Charter School. The Charter School is responsible for attendance tracking and reviewing employee performance.

6. Document Retention: Charter School shall be responsible for providing CSMC with all records pertinent to the Services, including information stored electronically such as e-mails and other computerized records. Charter School agrees to retain, and not destroy, such records for the duration of any period mandated by applicable laws. CSMC shall retain its files for 3 years or may return them to Charter School, after which time CSMC shall destroy its files unless Charter School requests in writing that CSMC retain files for shorter or longer retention period.

7. No Legal Services: Charter School acknowledges and agrees that CSMC does not provide legal services or licensed accounting services, and such licensed professional services are not included within the services which CSMC may provide under this Agreement. Charter School agrees to consult a lawyer and/or licensed accountant if Charter School seeks legal or accounting advice, and shall not rely on CSMC for such advice, consultation or services.

8. Support Regarding Charter Notices and Revocation: Unless expressly included within the Services or otherwise mutually agreed upon by the parties, CSMC shall not be responsible to perform any services related to any charter revocation, notice to cure, notice of concern or related notices, and CSMC shall not be responsible for performing any services related to any closure of any school operated by Charter School.

9. Limitation of Services: CSMC cannot guarantee that the Services it provides under this Agreement will yield the results sought by Charter School. CSMC will use good faith efforts in providing Services to secure the reasonable objectives sought by Charter School during CSMC's performance of its Services under this Agreement. Charter School understands and agrees that it is retaining CSMC to perform only those Services defined herein and in Scope of Services. Charter School agrees that CSMC will have no liability for, or indemnity obligations arising out of, CSMC's provision of any services, task or work not included within the definition of Services.

10. Limitation of Liability: The parties agree that CSMC's liability for any and all claims, damages and costs (including legal fees) of the Charter School arising from this Agreement is limited to the amount of fees paid by the Charter School to CSMC for the services rendered under this Agreement. In addition, Charter School expressly agrees to waive (among other damages) any and all punitive and exemplary damages in any proceeding.

11. Limitation of Liability for Referral: The Services which CSMC is required to perform under this Agreement do not include referring Charter School to any other service provider, person or company. If CSMC is asked and elects to make a referral, Charter School acknowledges and agrees that Charter School shall be solely responsible for interviewing, researching, and retaining any such service provider, person or company, and Charter School shall rely on its own assessment in making any hiring decision. CSMC does not warrant or guarantee the services, work or results of any service provider, person or company which CSMC may refer to Charter School.

12. Employee Recruitment Restriction: Charter School recognizes and acknowledges that CSMC expends considerable time and effort and incurs substantial costs in recruiting, training, and retaining qualified personnel. Charter School agrees to not hire as an employee or independent contractor, either directly or indirectly, any employee of CSMC, who has provided services to Charter School under this Agreement, during the term of this Agreement and for period of 6 months after such person's termination of employment with CSMC. Charter School agrees that a breach of the foregoing restriction would cause irreparable harm to CSMC's business and the damages therefrom would be difficult if not impossible to measure. Consequently, if

Charter School breaches this provision, Charter School agrees to pay to CSMC an amount equal to 25% of the individual's projected annual compensation from CSMC.

13. Governing Law and Dispute Resolution: This Agreement shall be construed in accordance with the laws of the State of CA. CSMC and Charter School agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. Arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in Orange County, California. The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement, and that any claim commenced or filed after that time shall be time-barred as a matter of law.

14. Termination:

- Either party may terminate this Agreement for breach of a material term or condition of this Agreement upon 60 days written notice to the other party. Such written notice shall specifically identify the breach and provide 30 days to cure. Upon any termination under this section, Charter School shall pay CSMC for all services rendered by CSMC prior to the effective date of termination.
- CSMC may terminate this Agreement immediately upon written notice and without liability in the event: (i) Charter School, in CSMC's reasonable judgment, violates any of its obligations described in Section 4. Upon any termination under this section, Charter School shall pay CSMC for all services rendered by CSMC prior to the effective date of termination, and Charter School shall also pay CSMC for any and all costs resulting from such early termination, such as costs related to demobilization.

15. Insurance: Charter School represents and warrants that it has obtained property general liability insurance, workers compensation insurance, automobile insurance (to the extent applicable), and insurance coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability as may be required and in amounts as set forth in its charter(s).

16. Indemnification: Charter School shall indemnify CSMC and hold harmless its directors, officers, employees, and agents from and against any and all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors, or omissions of Charter School. To the extent that Charter School properly directs CSMC, and to the extent that CSMC fails to properly perform the Services, CSMC shall indemnify and hold Charter School and its officers and employees harmless from and shall defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part, but only to the extent that they arise from CSMC's active negligence or express breach of its obligations under this Agreement. Nothing in this Agreement shall require CSMC to indemnify Charter School against claims, demands or suits based upon intentional or negligent acts of Charter School, its agents, officers or employees.

17. Proprietary Information: The parties acknowledge and agree that in the course of this Agreement they

may have access to certain information proprietary of each other, which may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information, and employee information (collectively, the “Proprietary Information”). Each party’s Proprietary Information shall be and remain the sole property of that party at all times. Each party shall maintain the confidentiality of all Proprietary Information to the extent applicable and shall not divulge such information to any third parties, except (i) as may be necessary for the discharge of its obligations under this Agreement and (ii) as required by law. Each party shall take reasonable precautions against disclosure of any of the other party’s Proprietary Information to unauthorized persons by any of its officers, directors, employees or agents. In the event that either party receives a request for disclosure of the other party’s information, including Proprietary Information, (whether pursuant to a CA Public Records Act request or otherwise), the party that received the request shall provide the other party with prompt notice of the request. Each party agrees to keep all communications and work product confidential to the extent allowable by law.

18. No Joint Venture: The parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established herein. CSMC shall be free to provide similar services for other clients.

19. Parties Are Sole Obligors: This Agreement is entered into by the Charter School for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. Any obligation of the parties to this Agreement is and shall remain the sole responsibility of the parties. CSMC agrees that no employee, executive, officer or director of Charter School shall be personally liable for payment or any breach of this Agreement, and that CSMC may only look to Charter School for payment or performance of the obligations required under this Agreement. Likewise, Charter School agrees that no employee, executive, shareholder, officer or director of CSMC shall be personally liable for payment or any breach of this Agreement, and that Charter School may only look to CSMC for payment or performance of the obligations required under this Agreement. In addition, CSMC will be providing Services only to Charter School under this Agreement, and will not be required to perform work or services to any company or person affiliated with Charter School.

20. Communication Between Parties: Charter School will direct all communication to the CSMC Account Manager and/or the School Business Manager. CSMC will direct all communication to Charter School’s designated primary contact defined in the Notice section below.

21. Notice: All notices, requests, offers or demands or other communications (each, a “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 service if personally served on the party to whom Notice is to be given, by electronic mail at the address below, 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, or such other address for such party as shall be specified in a Notice given in accordance with this Section.

For CSMC	For Charter School
CSMC 43460 Ridge Park Dr. Temecula, CA 92590 slanni@csmci.com Attn: Sandro Lanni	American Indian Model Schools 171 12th Street Oakland CA94607 susan.schickman@aimschools.org Attn: Susan Schickman

22. Headings: The descriptive headings of the sections and 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. Assignment: Charter School shall not assign this Agreement, any interest in this Agreement, or any of its rights or obligations under this Agreement without the express prior written consent of the CSMC. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns. CSMC reserves the right, in its sole discretion, to subcontract Services to qualified subcontractors.

24. Entire Agreement: This Agreement, including its attachments, 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. Compliance with Laws: Each party agrees to comply with all applicable laws in connection with the performance of such party's obligations under this Agreement and the operation of such party's business. As used herein, "law" means any federal, state, local or foreign law, statute, ordinance, franchise, permit, concession, license, write, rule, regulation, order, injunction, judgment or decree.

26. Amendments: No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties.

27. 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.

28. Severability: If any provision of this Agreement is invalid or contravenes CA 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 business purpose of this Agreement.

29. Counterparts- Electronic Signatures: 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 copy or .PDF copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

Please note that CSMC does not provide legal services and all work should be reviewed by Charter School's legal counsel as appropriate. Please also note that we will review and possibly revise these fees after the first year if there are appreciable student enrollment changes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Charter School Management Corporation
By: _____
Name: _____
Title: _____
Date: _____

American Indian Model Schools
By: _____
Name: _____
Title: _____
Date: _____

Addendum

With this contract, in addition to assigning a School Business Manager to the school, we will also provide a School Service Manager whose responsibility is to visit the school weekly (1-2 days per week) to gather the necessary documents to be forwarded to the CSMC's Account and Payroll managers assigned to the school, as well as provide the school office personnel with the necessary guidance and operation support.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date set forth.

Charter School Management
By: _____
Name: _____
Title: _____
Date: _____

American Indian Model Schools
By: _____
Name: _____
Title: _____
Date: _____



CSMC

*Charter School Management Corporation
Helping Charter Schools Succeed
Corporate Headquarters
40925 County Center Drive
Temecula, CA 92591*

February 19, 2015

Services Agreement for American Indian Model Schools

This Services Agreement (“Agreement”) for charter school business support services is between the Charter School Management Corporation (hereinafter referred to as “CSMC”) and *AIMS* (hereinafter referred to as “Customer” or “you”). CSMC and *AIMS* are each individually a “party” and sometimes referred to collectively as the “parties.”

The parties to this Agreement understand that this is an agreement whereby *AIMS* desires to retain CSMC, because of CSMC’s expertise, prior experience and comprehensive service offerings, as they relate to *AIMS* operation of one or more charter schools, and that CSMC desires to provide expertise for the benefit of *AIMS* using its knowledge, skills, experience and abilities.



CSMC Scope of Service Summary

Summary of *American Indian Model Schools*

The following information regarding *AIMS* operations, size and authorizing agency(ies) has been provided by *AIMS*, and CSMC may rely on such information.

Number of schools = 1

Approximate number of students* = 1,200

Authorizing agency or agencies = Oakland Unified

Summary of services offered within:

- Back-Office Services
- Charter Vision Access
- Fully Supported PowerSchool Services (as defined in Attachment A)
- CALPADS support (as defined in Attachment A)

Contract Period:

The Contract Period shall be *July 1, 2014* through *June 30, 2016*

Summary of Pricing:

Setup Fee = \$ 0

Ongoing Monthly Fee = \$ 12,000

*The pricing set forth above is predicated on CSMC's understanding of AIMS's support needs, based on AIMS' representations. If AIMS's number of students is appreciably higher from this number, CSMC will adjust its fees accordingly. With that principle in mind, CSMC will use reasonable efforts to modify elements of its program to accommodate AIMS' changing needs.



CSMC Scope of Services

In order to support AIMS, CSMC shall provide the following specific services (defined below as the “Services”):

1) Fiscal

- a) **Bookkeeping Support** – Utilizing an enterprise-quality bookkeeping system from Sage, one of the country’s largest bookkeeping software companies, CSMC will provide a complete bookkeeping solution to AIMS. Specifically, CSMC will:
 - i) **Chart of Accounts** – Create a Standard Account Code Structure (SACS) and Generally Accepted Accounting Principles (GAAP) compliant and AIMS tailored Chart of Accounts.
 - ii) **General Ledger** – Create and maintain SACS and GAAP compliant General Ledger. CSMC will modify, revise, and incorporate more or less detail in account code structure as requested by AIMS.
 - iii) **Accounts Receivable** – Monitor receipt of revenues tied to budget and expected entitlements. Includes all collection activities necessary to obtain past due funding.
 - iv) **Accounts Payable** – Process all vendor invoices and payments. Includes utilizing GAAP system for verification, approval, and payment. System includes utilization of AP batch approvals, and check register reviews. Includes preparation of all 1099’s.
 - v) **Fund / Restricted Accounts** – Track restricted revenues (e.g. Title I) and/or other revenues client requests in writing that CSMC separately track (e.g. parent fundraising) and corresponding expenditures via unique account coding to yield separate net income / loss per account.
- b) **Fixed Assets and Inventory Control** – Create and maintain asset tracking and depreciation schedule system which is integrated into the General Ledger.

2) Payroll

- a) **Payroll setup** – Based upon the payroll information from AIMS, CSMC will enter each full- and part-time employee into an enterprise-class payroll service, for purposes of calculating appropriate withholdings, taxes and other deductions. AIMS will be responsible for paying the payroll service’s fees directly.
- b) **Payroll processing** – Includes updating, maintenance, and regular, emergency



and special payroll entry, as requested by AIMS. Payroll processing includes all of the following:

- i. Complete STRS and PERS reporting through the County Office of Education. Please note that some Counties or Districts charge a fee to charter schools to transmit STRS and PERS information to the STRS and PERS systems. If the county or district charges such a fee, AIMS will be responsible for paying this fee directly.
 - ii. Voluntary Deductions (e.g. 403(b))
 - iii. Distribution of pay warrants and direct deposit administration
 - iv. Distribution of W2's
 - v. Processing of Worker's Compensation
 - vi. Salary adjustments
 - vii. Verify Budget Numbers, Dates and Rates of Pay
 - viii. Prepare and Maintain Annual Calendars
 - ix. Process Exit Forms (resignations, terminations, etc.)
- c) **Insurance services and coordination** – CSMC will act as the bookkeeping liaison for workers compensation and Health and Welfare policies. CSMC will assist in the selection of insurance service providers (if requested by school), emphasizing selecting a provider that will provide high value support to the charter school.

3) External Reporting

- a) **Preparation and data submittal of required budget reports in SACS format** – includes 1st Interim, 2nd Interim, next year proposed, and unaudited actual to district, county and state entities.
- b) **Attendance** – includes preparation and data submittal of Period 1 (P1), Period 2 (P2), and annual (P Final) attendance reports to district, county and state entities.
- c) **Audit** – CSMC will act as the lead point of contact with AIMS's auditor and will work with the auditor through finalization of the audit report. Based on completion of consolidated financial statement audit, CSMC will coordinate the preparation and submission of Federal Form 990 and California Form 199 by applicable deadlines with external accounting firm.
- d) **Categorical program budgeting and oversight** – separate fund tracking for all



restricted or categorically relevant programs.

- e) **Consolidated Application** – If AIMS wishes to apply, CSMC will complete Parts 1 and 2 of the No Child Left Behind Consolidated Application, which is used to apply for federal Title funds (e.g. Title I). Additionally, CSMC will provide assistance during the audit required by the Single Audit Act of 1984.
 - f) **National School Lunch Program (NSLP)** – If your school participates in this program, CSMC will assist with NSLP bookkeeping, submission of monthly food program reimbursement forms and completion of required annual reports.
 - g) **CBEDS** – Assist schools in the completion of their School Information Form for Independently Reporting Charter Schools CBEDS annual survey.
 - h) **General Reporting** – includes any necessary grant, award, program, state, county, and district report related to financial, or operating activity. This section does not apply to CALPADS data reporting.
- 4) **Internal Reporting and Budgeting**
- a) **Budgeting/Cash Flow** – CSMC collaboratively with AIMS shall develop and modify both current and future year budgets and pro forma cash flow models. All state mandated development and adoption timelines shall be incorporated into the planning process. At least one budget revision shall occur each year upon certification of the P1 report. Other modifications are to be performed as necessary or requested by AIMS, including for strategic planning purposes. In today’s challenging economic times, it is crucial that the budget is constantly reviewed and modified as needed; therefore, **there are no limits to the number of budget revisions that may be requested by AIMS.** Cash flow timing and Budget to Actual reporting on a monthly basis shall be reported to AIMS.
 - b) **Internal Monthly Reporting** – Please note that CSMC’s Charter Vision® web portal (described in item #5 below) provides anytime, anywhere client access to dozens of detailed financial reports. In addition to this, CSMC will create and send to AIMS *monthly* reports including:
 - i) Budget to actual income statement
 - ii) Balance sheet
 - iii) Cash flow projections
 - iv) Fiscal analysis and commentary as applicable
 - c) **Board Meeting Support** – CSMC’s School Business Manager will be available as requested for AIMS’s board meetings to present financial reports and/or



answer financial questions (by teleconference or in person). There is no limitation to the number of times AIMS may request the School Business Manager's attendance – on average, CSMC's clients tend to request the School Business Manager's presence every other month. Additionally, CSMC will provide your board of directors with training and access to our Charter Vision system. This will allow the board to retrieve financial statements and "board reports" 24 hours a day, 7 days a week.

5) Charter Vision®

- a) Charter Vision is CSMC's online, client-specific business information portal. Charter Vision has your school's latest and detailed financial metrics and reports, upcoming deadlines, shared document templates, latest announcements, and upcoming deadlines. Access this portal anywhere, anytime. CSMC believes this is a great tool for increasing access and transparency to internal constituents. For instance, charter school board members can access the latest board and financial reports directly through Charter Vision. School may add as many licenses and grant access to an unlimited number of people at no charge.

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- a) **Client Support** – At AIMS's written request, CSMC will provide assistance with funding, budgeting, strategy, fiscal control, or other operational/financial questions or issues.

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- a) **Grants** – Track direct and allocate costs to grants.
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9) Student Information System (SIS)



a) **PowerSchool Premier** – PowerSchool is a Pearson SIS product and is the market leader for charter schools. CSMC assists with the implementation, maintenance, troubleshooting, and updating. CSMC provides an ongoing program to assist you with your charter school operations. CSMC’s support will not only dramatically ease your implementation of PowerSchool, but lower your overall support and operational costs. CSMC’s support consists of but not limited to:

- i) Initial Product Roll out
- ii) Initial Product Training
- iii) On Going Maintenance & Support
- iv) Access to CSMC Help Desk

See Service level agreement (Attachment A) for specifics

10) Complete CALPADS support – CSMC and AIMS agree to discuss specifics regarding CALPADs support and shall memorialize the specific level of service for such support in a separate agreement.

Fees

One-Time Setup Fee – \$ 0

This fee includes all of the activities necessary to get your information into the CSMC system to enable the above services. This includes such information as:

1. Exporting information from your current bookkeeping system (if you are an operating charter school) or gathering initial bookkeeping information (if you are a new school) into our enterprise-quality software system
2. Working with you to input all of your employees’ personal- and compensation-related information into our payroll system
3. Identifying all of the revenue programs your school is possibly eligible for, assisting you to make strategic decisions about which ones to pursue, and helping you to apply to any you might have missed to ensure your school receives as much revenue as possible
4. Projecting your cash flow needs for the upcoming contract period and helping you start identifying possible ways of surviving any gaps



5. Identifying which financial reports you would like to see on an ongoing basis to help you make the best strategic decisions and keep other stakeholders informed
6. Assessing your current operational and financial policies, comparing them to current best practices, and improving those that need to be updated
7. Ensure that you are comfortable with how CSMC will support you and answer any of your initial questions

Scope of Specific Services

The specific services, work and tasks set forth above shall collectively be referred to as the "Services." CSMC shall only be required to perform the Services, and shall not be required to perform any services, work or tasks other than the Services. If CSMC does perform services, work or tasks other than the Services, CSMC will not be required to do so in the future, and CSMC may with the consent of Customer seek reimbursement or payment from Customer for such services, work or tasks. Each agreement is different, and Customer acknowledges and agrees that the Services that CSMC is required to perform under this Agreement do not include all of the services CSMC has the ability to perform, and specifically does not include every service referred to or listed in CSMC's website (www.csmci.com) or other materials.

Ongoing Fee for Services

In addition to the One-Time Set-Up Fee, AIMS shall pay to CSMC monthly installments of \$ 12,000 beginning in July 1, 2014. This fee shall cover payment to CSMC for the Services. AIMS shall pay this ongoing fee for the Services until the expiration or termination of this Agreement, at which time AIMS shall within 15 days pay CSMC any unpaid monthly fees for Services. AIMS will promptly pay to CSMC the amounts set forth in this Agreement upon receipt of each monthly billing statement. Customer's payment obligation is absolute, and Customer may not withhold or deduct payment for any reason.

Term of Agreement

Setup will begin on or around July 1, 2014 and will last for all of that month.

The term of this Agreement and CSMC's obligation to perform the Services will begin on July 1, 2014 ("Start Date") and will be deemed automatically renewed on July 1, 2016, unless either party provides the other party with written notice 45 days in advance of July 1, 2016 of its intent to not renew this Agreement. If CSMC does not physically receive such a notice of non-renewal prior to or on the 45th day before



the next Start Date, then CSMC may rely on the automatic renewal of the term of this Agreement. However, in no event shall the term of this Agreement exceed the charter of AIMS.

Parties – No Agency

This Agreement is not intended to, and shall not be construed to create the relationship of agent, employee, partnership, or joint venture, or any other relationship other than independent contractor between CSMC and AIMS. CSMC shall be free to provide similar services for other clients.

Communication Between the Parties

AIMS will direct all communication to the CSMC Account Manager and CSMC will direct all communication to AIMS's designated primary contact, unless either party designates another representative and provides written notification of the change to the other party. CSMC agrees to keep all communication and work product with AIMS confidential to the allowable extent of State and Federal Law.

Parties Are Sole Obligors

This Agreement is entered into by the AIMS for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. Any obligation of the parties to this Agreement is and shall remain the sole responsibility of the parties. CSMC agrees that no employee, executive, shareholder or director of AIMS shall be personally liable for payment or any breach of this Agreement, and that CSMC may only look to AIMS for payment or performance of the obligations required under this Agreement. Likewise, AIMS agrees that no employee, executive, shareholder or director of CSMC shall be personally liable for payment or any breach of this Agreement, and that AIMS may only look to CSMC for payment or performance of the obligations required under this Agreement. In addition, CSMC will be providing Services only to Customer, and will not be required to perform work or services to any company or person affiliated with Customer.

Document Retention

Customer agrees that it will be responsible for providing CSMC with all records pertinent to the Services, including information stored electronically such as e-mails and other computerized records. Customer agrees to retain, and not destroy, its records for the duration of any period mandated by applicable laws. CSMC shall retain its files for 3 years, after which time CSMC shall destroy its files unless



Customer requests in writing that CSMC retain files for shorter or longer retention period.

No Guarantee – Limitation to Services and Exclusion of Liability for Other Work

CSMC cannot guarantee that the Services it provides under this Agreement will yield the results sought by AIMS. CSMC will use good faith efforts in providing Services to secure the reasonable objectives sought by AIMS during CSMC's performance of its Services under this Agreement. AIMS understands and agrees that it is retaining CSMC to perform only those Services listed above and defined in this Agreement as the Services. AIMS agrees that CSMC will have no liability for, or indemnity obligations arising out of, CSMC's provision of any services, task or work not included within the definition of Services.

No Liability for Referral

The Services which CSMC is required to perform under this Agreement do not include referring Customer to any other service provider, person or company. However, from time to time, customers sometimes seek a referral from CSMC. Customer acknowledges and agrees that if it seeks a referral from CSMC, Customer shall be responsible for interviewing, researching, and retaining any such service provider, person or company; and Customer shall rely on its own assessment in making any hiring decision. CSMC does not warrant or guarantee the services, work or results of any service provider, person or company which CSMC may refer to Customer.

CSMC's Right to Rely

In performing the Services under this contract, CSMC has the right to rely upon the truthfulness, completeness and accuracy of the information and data provided to CSMC by AIMS, its directors, officers, employees and agents. CSMC shall not be expected to, and AIMS may not rely on CSMC to, disclose errors, fraudulent financial reporting, and misappropriation of assets, or illegal acts that may exist at one or more schools or offices operated by Customer. AIMS understands and agrees that CSMC has no responsibility to identify and communicate deficiencies in AIMS's internal controls as part of CSMC's provision of Services under this Agreement. In addition, AIMS shall have the responsibility to promptly notify CSMC of any material change in AIMS or AIMS's operations that might impact CSMC's ability to provide the Services under this Agreement.

Assignment



This Agreement is not assignable without the written consent of the parties hereto.

AIMS's Direction - Indemnification

AIMS acknowledges that by providing the Services, CSMC performs an advisory and task-related function, and therefore provides the Services at the direction of AIMS. AIMS retains ultimate decision-making authority on the execution of agreements, transactions and payments, and the determination of rights, processes, controls and obligations rest entirely within the discretion and control AIMS. To the extent that AIMS properly directs CSMC, and to the extent that CSMC fails to properly perform the Services, CSMC shall indemnify and hold AIMS and its officers and employees harmless from and shall defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part, but only to the extent that they arise from CSMC's active negligence or express breach of its obligations under this Agreement. Nothing in this Agreement shall require CSMC to indemnify AIMS against claims, demands or suits based upon intentional or negligent acts of AIMS, its agents, officers or employees.

Professional Services Exclusion

Customer acknowledges and agrees that CSMC does not provide legal services or licensed accounting services, and that those and other licensed professional services are not included within the Services which CSMC is required to provide under this Agreement. Customer agrees to consult a lawyer and/or licensed accountant if Customer seeks legal or accounting advice, and shall not rely on CSMC for such advice, consultation or services.

Charter Revocation, Notice to Cure, or Closure

Unless included within the definition of Services for which CSMC is responsible under this Agreement, CSMC shall not be responsible to do any work or perform services related to any charter revocation, notice to cure or related notices; nor shall CSMC be responsible for doing any work or performing any services related to any closure of any school operated by Customer.

Customer's Premises/Facilities

Customer agrees that it, and not CSMC, is responsible for the physical premises and facilities Customer operates, including whether those premises/facilities comply with the American Disabilities Act and any other applicable statutes or regulations. Customer is responsible for complying with all applicable health and fire code requirements and zoning laws. Customer shall maintain all local approvals including



applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances.

Customer's Insurance Responsibility

Customer represents and warrants that it has obtained property general liability insurance, workers' compensation insurance, automobile insurance (to the extent applicable), and insurance coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability.

No Employee Raiding

Customer recognizes and acknowledges that CSMC expends considerable time and effort and incurs substantial expense in recruiting and retaining qualified personnel. Customer agrees to not hire as an employee or independent contractor, either directly or indirectly, any employee of CSMC during the term of this Agreement and for period of one hundred twenty (120) days after such person's termination of employment with CSMC. Customer agrees that a breach of the foregoing restriction would cause irreparable harm to CSMC's business and the damages therefrom would be difficult if not impossible to measure. Consequently, if Customer breaches this provision, Customer will pay to CSMC liquidated damages fixed at twenty-five percent (25%) of the CSMC employee's yearly compensation, or projected yearly compensation, at the time of any such breach.

Termination of Agreement

AIMS may terminate this Agreement without cause by providing written notice of cancellation to CSMC at least 30 days prior to cancellation. Within 15 days of transmittal of a cancellation notice, AIMS shall pay to CSMC all unpaid fees and AIMS shall reimburse CSMC for all costs incurred by AIMS to provide the Services. The parties agree that those reimbursable costs would be difficult to calculate and therefore agree that if AIMS terminates this Agreement without cause within the first year from the Start Date, AIMS will pay to CSMC as liquidated damages fees equivalent to three months of the standard monthly fee for Services. If AIMS terminates without cause in year two following the Start Date, the liquidated damages payable to AIMS shall be two months of the fees for Services. AIMS may terminate the Agreement without cause and without paying liquidated damages at any time following the second anniversary of the Start Date. CSMC may terminate this Agreement at any time without cause and without liability by providing AIMS written notice of cancellation 30 days prior to termination. However, if AIMS terminates this Agreement for cause (e.g., due to lack of payment), AIMS need not provide advance notice of cancellation.



Sole and Entire Agreement

This Agreement sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal modifications, additions, or deletions from this Agreement shall be permitted. All changes to this Agreement must be made in writing and signed by both parties.

Governing Law, Arbitration and Time-Bar on Claims

This Agreement shall be construed in accordance with the laws of the State of California. CSMC and AIMS agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. Arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in Orange County, California. The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement, and that any claim commenced or filed after that time shall be time-barred as a matter of law.

Severability

The provisions of this Agreement are severable, and if any part of it is found unenforceable, the other paragraphs shall remain fully valid and enforceable.

Notice

Any and all notices required under this Agreement shall be delivered by overnight mail by a nationally recognized carrier to the following addresses:

CSMC HEADQUARTERS
Attn. Mr. Sandro Lanni
40925 County Center Drive
Suite 110
Temecula, CA 92591

American Indian Model Schools
Maya Woods-Cadiz
171 12th Street
Oakland, CA 94607



Signatures

CSMC

Customer

Sandro Lanni, President
CSMC

Maya Woods-Cadiz,
American Indian Model Schools

Date: _____

Date: _____



August 15, 2014

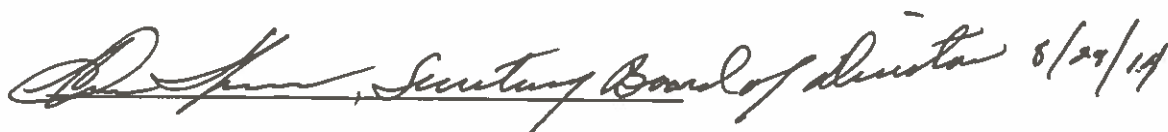
Addendum to Contract between Charter School Management Corporation and American Indian Model Schools

This addendum hereby extends the current in force agreement between Charter School Management Corporation (CSMC) and American Indian Model Schools to expire on September 30, 2014.

The purpose of this extension is to ensure continuation of regular services while the parties negotiate and enter into an intended multiyear service agreement.

All existing current contract terms, services and fee structure remain in place until September 30, 2014.

Accepted,

 Secretary Board of American Indian Model Schools 8/29/14

American Indian

Date

CSMC

Date



*Charter School Management Corporation
Helping Charter Schools Succeed
Corporate Headquarters
40925 County Center Drive
Temecula, CA 92591*

May 4, 2014

Services Agreement for American Indian Model Schools

This Services Agreement (“Agreement”) for charter school business support services is between the Charter School Management Corporation (hereinafter referred to as “CSMC”) and *AIMS* (hereinafter referred to as “Customer” or “you”). CSMC and *AIMS* are each individually a “party” and sometimes referred to collectively as the “parties.”

The parties to this Agreement understand that this is an agreement whereby *AIMS* desires to retain CSMC, because of CSMC’s expertise, prior experience and comprehensive service offerings, as they relate to *AIMS* operation of one or more charter schools, and that CSMC desires to provide expertise for the benefit of *AIMS* using its knowledge, skills, experience and abilities.



CSMC Scope of Service Summary

Summary of *American Indian Model Schools*

The following information regarding *AIMS* operations, size and authorizing agency(ies) has been provided by *AIMS*, and CSMC may rely on such information.

Number of schools = 1

Approximate number of students* = 1,200 Authorizing agency or agencies = Oakland Unified

Summary of services offered within:

Back-Office Services Charter Vision Access Fully Supported PowerSchool Services (as defined in Attachment A) CALPADS support (as defined in Attachment A)

Contract Period:

The Contract Period shall be *July 1, 2014* through *June 30, 2015*

Summary of Pricing:

Setup Fee = \$ 0

Ongoing Monthly Fee = \$ 12,000

*The pricing set forth above is predicated on CSMC's understanding of AIMS's support needs, based on AIMS' representations. If AIMS's number of students is appreciably different from this number, CSMC will adjust its fees accordingly. With that principle in mind, CSMC will use reasonable efforts to modify elements of its program to accommodate AIMS' changing needs.

CSMC Scope of Services

In order to support AIMS, CSMC shall provide the following specific services (defined below as the "Services"):



1) Fiscal

- a) **Bookkeeping Support** – Utilizing an enterprise-quality bookkeeping system from Sage, one of the country’s largest bookkeeping software companies, CSMC will provide a complete bookkeeping solution to AIMS. Specifically, CSMC will:
 - i) **Chart of Accounts** – Create a Standard Account Code Structure (SACS) and Generally Accepted Accounting Principles (GAAP) compliant and AIMS tailored Chart of Accounts.
 - ii) **General Ledger** – Create and maintain SACS and GAAP compliant General Ledger. CSMC will modify, revise, and incorporate more or less detail in account code structure as requested by AIMS.
 - iii) **Accounts Receivable** – Monitor receipt of revenues tied to budget and expected entitlements. Includes all collection activities necessary to obtain past due funding.
 - iv) **Accounts Payable** – Process all vendor invoices and payments. Includes utilizing GAAP system for verification, approval, and payment. System includes utilization of AP batch approvals, and check register reviews. Includes preparation of all 1099’s.
 - v) **Fund / Restricted Accounts** – Track restricted revenues (e.g. Title I) and/or other revenues client requests in writing that CSMC separately track (e.g. parent fundraising) and corresponding expenditures via unique account coding to yield separate net income / loss per account.
- b) **Fixed Assets and Inventory Control** – Create and maintain asset tracking and depreciation schedule system which is integrated into the General Ledger.

2) Payroll

- a) **Payroll setup** – Based upon the payroll information from AIMS, CSMC will enter each full- and part-time employee into an enterprise-class payroll service, for purposes of calculating appropriate withholdings, taxes and other deductions. AIMS will be responsible for paying the payroll service’s fees directly.
- b) **Payroll processing** – Includes updating, maintenance, and regular, emergency and special payroll entry, as requested by AIMS. Payroll processing includes all of the following:



- i. Complete STRS and PERS reporting through the County Office of Education. Please note that some Counties or Districts charge a fee to charter schools to transmit STRS and PERS information to the STRS and PERS systems. If the county or district charges such a fee, AIMS will be responsible for paying this fee directly.
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- a) **Preparation and data submittal of required budget reports in SACS format** – includes 1st Interim, 2nd Interim, next year proposed, and unaudited actual to district, county and state entities.
- b) **Attendance** – includes preparation and data submittal of Period 1 (P1), Period 2 (P2), and annual (P Final) attendance reports to district, county and state entities.
- c) **Audit** – CSMC will act as the lead point of contact with AIMS's auditor and will work with the auditor through finalization of the audit report. Based on completion of consolidated financial statement audit, CSMC will coordinate the preparation and submission of Federal Form 990 and California Form 199 by applicable deadlines with external accounting firm.
- d) **Categorical program budgeting and oversight** – separate fund tracking for all restricted or categorically relevant programs.



- e) **Consolidated Application** – If AIMS wishes to apply, CSMC will complete Parts 1 and 2 of the No Child Left Behind Consolidated Application, which is used to apply for federal Title funds (e.g. Title I). Additionally, CSMC will provide assistance during the audit required by the Single Audit Act of 1984.
- f) **National School Lunch Program (NSLP)** – If your school participates in this program, CSMC will assist with NSLP bookkeeping, submission of monthly food program reimbursement forms and completion of required annual reports.
- g) **CBEDS** – Assist schools in the completion of their School Information Form for Independently Reporting Charter Schools CBEDS annual survey.
- h) **General Reporting** – includes any necessary grant, award, program, state, county, and district report related to financial, or operating activity. This section does not apply to CALPADS data reporting.

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- a) **Budgeting/Cash Flow** – CSMC collaboratively with AIMS shall develop and modify both current and future year budgets and pro forma cash flow models. All state mandated development and adoption timelines shall be incorporated into the planning process. At least one budget revision shall occur each year upon certification of the P1 report. Other modifications are to be performed as necessary or requested by AIMS, including for strategic planning purposes. In today’s challenging economic times, it is crucial that the budget is constantly reviewed and modified as needed; therefore, **there are no limits to the number of budget revisions that may be requested by AIMS.** Cash flow timing and Budget to Actual reporting on a monthly basis shall be reported to AIMS.
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to the number of times AIMS may request the School Business Manager's attendance – on average, CSMC's clients tend to request the School Business Manager's presence every other month. Additionally, CSMC will provide your board of directors with training and access to our Charter Vision system. This will allow the board to retrieve financial statements and "board reports" 24 hours a day, 7 days a week.

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- a) **Fiscal/Operating Procedures** – With the collaboration of AIMS, CSMC will assist in the development and maintenance of fiscal and operating procedures and control policies.
- b) **Safety Manual** – With the collaboration of AIMS, CSMC will develop and maintain a complete and compliant Safety Manual.

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- a) **Client Support** – At AIMS's written request, CSMC will provide assistance with funding, budgeting, strategy, fiscal control, or other operational/financial questions or issues.

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This fee includes all of the activities necessary to get your information into the CSMC system to enable the above services. This includes such information as:

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3. Identifying all of the revenue programs your school is possibly eligible for, assisting you to make strategic decisions about which ones to pursue, and helping you to apply to any you might have missed to ensure your school receives as much revenue as possible



4. Projecting your cash flow needs for the upcoming contract period and helping you start identifying possible ways of surviving any gaps
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7. Ensure that you are comfortable with how CSMC will support you and answer any of your initial questions

Scope of Specific Services

The specific services, work and tasks set forth above shall collectively be referred to as the “Services.” CSMC shall only be required to perform the Services, and shall not be required to perform any services, work or tasks other than the Services. If CSMC does perform services, work or tasks other than the Services, CSMC will not be required to do so in the future, and CSMC may with the consent of Customer seek reimbursement or payment from Customer for such services, work or tasks. Each agreement is different, and Customer acknowledges and agrees that the Services that CSMC is required to perform under this Agreement do not include all of the services CSMC has the ability to perform, and specifically does not include every service referred to or listed in CSMC’s website (www.csmci.com) or other materials.

Ongoing Fee for Services

In addition to the One-Time Set-Up Fee, AIMS shall pay to CSMC monthly installments of \$ 12,000 beginning in July 1, 2014. This fee shall cover payment to CSMC for the Services. AIMS shall pay this ongoing fee for the Services until the expiration or termination of this Agreement, at which time AIMS shall within 15 days pay CSMC any unpaid monthly fees for Services. AIMS will promptly pay to CSMC the amounts set forth in this Agreement upon receipt of each monthly billing statement. Customer’s payment obligation is absolute, and Customer may not withhold or deduct payment for any reason.

Term of Agreement

Setup will begin on or around July 1, 2014 and will last for all of that month.



The term of this Agreement and CSMC's obligation to perform the Services will begin on July 1, 2014 ("Start Date") and will be deemed automatically renewed on the annual anniversary of the Start Date, unless either party provides the other party with written notice 45 days in advance of the next anniversary of the Start Date of its intent to not renew this Agreement. If CSMC does not physically receive such a notice of non-renewal prior to or on the 45th day before the next Start Date, then CSMC may rely on the automatic renewal of the term of this Agreement. However, in no event shall the term of this Agreement exceed the charter of AIMS.

Parties – No Agency

This Agreement is not intended to, and shall not be construed to create the relationship of agent, employee, partnership, or joint venture, or any other relationship other than independent contractor between CSMC and AIMS. CSMC shall be free to provide similar services for other clients.

Communication Between the Parties

AIMS will direct all communication to the CSMC Account Manager and CSMC will direct all communication to AIMS's designated primary contact, unless either party designates another representative and provides written notification of the change to the other party. CSMC agrees to keep all communication and work product with AIMS confidential to the allowable extent of State and Federal Law.

Parties Are Sole Obligor

This Agreement is entered into by the AIMS for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. Any obligation of the parties to this Agreement is and shall remain the sole responsibility of the parties. CSMC agrees that no employee, executive, shareholder or director of AIMS shall be personally liable for payment or any breach of this Agreement, and that CSMC may only look to AIMS for payment or performance of the obligations required under this Agreement. Likewise, AIMS agrees that no employee, executive, shareholder or director of CSMC shall be personally liable for payment or any breach of this Agreement, and that AIMS may only look to CSMC for payment or performance of the obligations required under this Agreement. In addition, CSMC will be providing Services only to Customer, and will not be required to perform work or services to any company or person affiliated with Customer.



Document Retention

Customer agrees that it will be responsible for providing CSMC with all records pertinent to the Services, including information stored electronically such as e-mails and other computerized records. Customer agrees to retain, and not destroy, its records for the duration of any period mandated by applicable laws. CSMC shall retain its files for 3 years, after which time CSMC shall destroy its files unless Customer requests in writing that CSMC retain files for shorter or longer retention period.

No Guarantee – Limitation to Services and Exclusion of Liability for Other Work

CSMC cannot guarantee that the Services it provides under this Agreement will yield the results sought by AIMS. CSMC will use good faith efforts in providing Services to secure the reasonable objectives sought by AIMS during CSMC's performance of its Services under this Agreement. AIMS understands and agrees that it is retaining CSMC to perform only those Services listed above and defined in this Agreement as the Services. AIMS agrees that CSMC will have no liability for, or indemnity obligations arising out of, CSMC's provision of any services, task or work not included within the definition of Services.

No Liability for Referral

The Services which CSMC is required to perform under this Agreement do not include referring Customer to any other service provider, person or company. However, from time to time, customers sometimes seek a referral from CSMC. Customer acknowledges and agrees that if it seeks a referral from CSMC, Customer shall be responsible for interviewing, researching, and retaining any such service provider, person or company; and Customer shall rely on its own assessment in making any hiring decision. CSMC does not warrant or guarantee the services, work or results of any service provider, person or company which CSMC may refer to Customer.

CSMC's Right to Rely

In performing the Services under this contract, CSMC has the right to rely upon the truthfulness, completeness and accuracy of the information and data provided to CSMC by AIMS, its directors, officers, employees and agents. CSMC shall not be expected to, and AIMS may not rely on CSMC to, disclose errors, fraudulent financial reporting, and misappropriation of assets, or illegal acts that may exist at one or more schools or



offices operated by Customer. AIMS understands and agrees that CSMC has no responsibility to identify and communicate deficiencies in AIMS's internal controls as part of CSMC's provision of Services under this Agreement. In addition, AIMS shall have the responsibility to promptly notify CSMC of any material change in AIMS or AIMS's operations that might impact CSMC's ability to provide the Services under this Agreement.

Assignment



This Agreement is not assignable without the written consent of the parties hereto.

AIMS’s Direction - Indemnification

AIMS acknowledges that by providing the Services, CSMC performs an advisory and task-related function, and therefore provides the Services at the direction of AIMS. AIMS retains ultimate decision-making authority on the execution of agreements, transactions and payments, and the determination of rights, processes, controls and obligations rest entirely within the discretion and control AIMS. To the extent that AIMS properly directs CSMC, and to the extent that CSMC fails to properly perform the Services, CSMC shall indemnify and hold AIMS and its officers and employees harmless from and shall defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part, but only to the extent that they arise from CSMC's active negligence or express breach of its obligations under this Agreement. Nothing in this Agreement shall require CSMC to indemnify AIMS against claims, demands or suits based upon intentional or negligent acts of AIMS, its agents, officers or employees.

Professional Services Exclusion

Customer acknowledges and agrees that CSMC does not provide legal services or licensed accounting services, and that those and other licensed professional services are not included within the Services which CSMC is required to provide under this Agreement. Customer agrees to consult a lawyer and/or licensed accountant if Customer seeks legal or accounting advice, and shall not rely on CSMC for such advice, consultation or services.

Charter Revocation, Notice to Cure, or Closure

Unless included within the definition of Services for which CSMC is responsible under this Agreement, CSMC shall not be responsible to do any work or perform services related to any charter revocation, notice to cure or related notices; nor shall CSMC be responsible for doing any work or performing any services related to any closure of any school operated by Customer.

Customer’s Premises/Facilities

Customer agrees that it, and not CSMC, is responsible for the physical premises and facilities Customer operates, including whether those premises/facilities comply with



the American Disabilities Act and any other applicable statutes or regulations. Customer is responsible for complying with all applicable health and fire code requirements and zoning laws. Customer shall maintain all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances.

Customer's Insurance Responsibility

Customer represents and warrants that it has obtained property general liability insurance, workers' compensation insurance, automobile insurance (to the extent applicable), and insurance coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability.

No Employee Raiding

Customer recognizes and acknowledges that CSMC expends considerable time and effort and incurs substantial expense in recruiting and retaining qualified personnel. Customer agrees to not hire as an employee or independent contractor, either directly or indirectly, any employee of CSMC during the term of this Agreement and for period of one hundred twenty (120) days after such person's termination of employment with CSMC. Customer agrees that a breach of the foregoing restriction would cause irreparable harm to CSMC's business and the damages therefrom would be difficult if not impossible to measure. Consequently, if Customer breaches this provision, Customer will pay to CSMC liquidated damages fixed at twenty-five percent (25%) of the CSMC employee's yearly compensation, or projected yearly compensation, at the time of any such breach.

Termination of Agreement

AIMS may terminate this Agreement without cause by providing written notice of cancellation to CSMC at least 30 days prior to cancellation. Within 15 days of transmittal of a cancellation notice, AIMS shall pay to CSMC all unpaid fees and AIMS shall reimburse CSMC for all costs incurred by AIMS to provide the Services. The parties agree that those reimbursable costs would be difficult to calculate and therefore agree that if AIMS terminates this Agreement without cause within the first year from the Start Date, AIMS will pay to CSMC as liquidated damages fees equivalent to three months of the standard monthly fee for Services. If AIMS terminates without cause in year two following the Start Date, the liquidated damages payable to AIMS shall be



two months of the fees for Services. AIMS may terminate the Agreement without cause and without paying liquidated damages at any time following the second anniversary of the Start Date. CSMC may terminate this Agreement at any time without cause and without liability by providing AIMS written notice of cancellation 30 days prior to termination. However, if AIMS terminates this Agreement for cause (e.g., due to lack of payment), AIMS need not provide advance notice of cancellation.

Sole and Entire Agreement

This Agreement sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal modifications, additions, or deletions from this Agreement shall be permitted. All changes to this Agreement must be made in writing and signed by both parties.

Governing Law, Arbitration and Time-Bar on Claims

This Agreement shall be construed in accordance with the laws of the State of California. CSMC and AIMS agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. Arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in Orange County, California. The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement, and that any claim commenced or filed after that time shall be timebarred as a matter of law.

Severability

The provisions of this Agreement are severable, and if any part of it is found unenforceable, the other paragraphs shall remain fully valid and enforceable.



Notice

Any and all notices required under this Agreement shall be delivered by overnight mail by a nationally recognized carrier to the following addresses:

CSMC HEADQUARTERS
Attn. Mr. Sandro Lanni
40925 County Center Drive
Suite 110
Temecula, CA 92591

American Indian Model Schools
Ruben Ruiz
171 12th Street
Oakland, CA 94607

Signatures

CSMC

Customer

Sandro Lanni, President
Model Schools

Ruben Ruiz, CSMC American Indian

Date: _____

Date: _____



CSMC

*Charter School Management Corporation
Helping Charter Schools Succeed
Corporate Headquarters
40925 County Center Drive
Temecula, CA 92590*

September 11, 2013

Proposal for American Indian Model Schools (AIMS)

Introduction

For 20 years California has been at the forefront of the charter school movement, and overall, the charter school model in California has been a solid success. Unfortunately, during that time period, many promising charter schools have run into financial management issues. Most charter school founders and operators are educators, not finance managers. Errors in required report filings or mismanagement of bookkeeping systems can lead to cash flow crises and unnecessary audit exceptions. This is where Charter School Management Corporation (CSMC) can help. By managing the financial and business side of your charter school, CSMC can free you to manage your core mission: education. CSMC is dedicated exclusively to assisting charter schools, and we are experts at what we do. CSMC can manage your raw data—such as daily attendance records, bills, and payroll information—and we will compile, track, analyze, and report this information for you and to you. A review of our References Section will confirm that our clients appreciate our flexibility, professionalism, and expertise. We are confident you will, too. Together, we can ensure that you remain financially viable and available to focus your energies on your primary program: delivering your kids the high-quality education they deserve.

With acceptance of this proposal, CSMC will promptly assign an individual School Business Manager to American Indian Model Schools. The School Business Manager will be your primary contact for all CSMC services and support. Your personal School Business Manager will interface directly with your executive staff and will act as the principal conduit for information between AIMS and CSMC.



CSMC

CSMC Scope of Service Summary

Summary of AIMS

Number of schools = 3
Approximate number of students* = 600
Authorizing agency or agencies = State Board of Education

Summary of services offered within:

- Back-Office Services
- Strategic Planning and Leadership Positioning Support
- Charter Vision Access

Contract Period:

September 13th, 2013 through June 30th, 2014 (At the discretion of CSMC, CSMC may begin to provide services earlier in effort to ensure success; however, the client shall not be obligated for payment until the contract period begins)

Summary of Pricing:

Setup Fee = \$15,000
Ongoing Monthly Fee = \$10,000

*Our proposal is predicated on our shared understanding of your support needs. If your number of students is appreciably different from this number, we will adjust our fees accordingly. With that principle in mind, we remain open to modify elements of our program to accommodate your changing needs.



CSMC Scope of Service Detail

In order to fully support AIMS, CSMC proposes the following support services:

- 1) **Strategic Planning and Leadership Repositioning**
 - a) Assign primary CSMC staff to AIMS. This person shall be the primary liaison and support person for AIMS as you go through the appeals process, and will provide advice and suggestions on the process.
 - b) Assist board in managing search process for the addition of no fewer than two and no more than four new board members for the AIMS board.
 - c) Our understanding is that the current director is interim. Assuming that, coordinate search process for permanent executive director.
 - d) Strategize facilities transition for 12th Street campus, including the possible sale of building to AIMS or affiliated AIMS organization.
 - e) Provide support and guidance in specific content areas as follows: business and financial systems, governance, and school policies.
 - f) Assist in the strategizing for, writing and editing of any public messaging. Provide written feedback on public documents.
 - g) Publicly advocate for AIMS in the media and at public hearings.

- 2) **Fiscal**
 - a) **Complete Bookkeeping Support** – Utilizing an enterprise-quality bookkeeping system from Sage, one of the country’s largest bookkeeping software companies, CSMC will provide a complete bookkeeping solution to AIMS. Specifically, CSMC will:
 - i) **Chart of Accounts** – Create a Standard Account Code Structure (SACS) and Generally Accepted Accounting Principles (GAAP) compliant and AIMS tailored Chart of Accounts.
 - ii) **General Ledger** – Create and maintain SACS and GAAP compliant General Ledger. CSMC will modify, revise, and incorporate more or less detail in account code structure as requested by AIMS.
 - iii) **Accounts Receivable** – Monitor receipt of revenues tied to budget and expected entitlements. Includes all collection activities necessary to obtain past due funding.
 - iv) **Accounts Payable** – Process all vendor invoices and payments. Includes utilizing GAAP system for verification, approval, and payment. System includes utilization of AP batch approvals, and check register reviews. Includes preparation of all 1099’s.

- v) **Fund / Restricted Accounts** – Track any legally-restricted revenues (e.g. Title I) and/or other revenues client wishes to separately track (e.g. parent fundraising) and corresponding expenditures via unique account coding to yield separate net income / loss per account.
- b) **Fixed Assets and Inventory Control** – Create and maintain asset tracking and depreciation schedule system which is integrated into the General Ledger.
- c) **Associated Student Body (ASB) Bookkeeping** – If your school has such student-specific funds, CSMC will maintain separate ASB accounts and reconcile them into your larger bookkeeping structure.

3) Payroll

- a) **Payroll setup** – Based upon the payroll information from AIMS, CSMC will enter each full- and part-time employee into an enterprise-class payroll service (e.g., Ceridian), and ensure each is paying appropriate withholdings, taxes and other deductions. AIMS will be responsible for paying the payroll service's fees directly.
- b) **Payroll processing** – Includes updating, maintenance, and regular, emergency and special payroll entry, as requested by AIMS. Payroll processing includes all of the following:
 - i. Complete PERS reporting through the County Office of Education. Please note that some Counties or Districts charge a fee to charter schools to transmit PERS information to the PERS systems. If the county or district charges such a fee, AIMS will be responsible for paying this fee directly.
 - ii. Voluntary Deductions (e.g. 403(b))
 - iii. Distribution of pay warrants and direct deposit administration
 - iv. Distribution of W2's
 - v. Processing of Worker's Compensation
 - vi. Salary adjustments
 - vii. Verify Budget Numbers, Dates and Rates of Pay
 - viii. Prepare and Maintain Annual Calendars
 - ix. Process Exit Forms (resignations, terminations, etc.)
- c) **Insurance services and coordination** – CSMC will act as the bookkeeping liaison for workers compensation and Health and Welfare policies. CSMC will assist in the selection of insurance service providers, emphasizing selecting a provider that will provide high value support to the charter school.

4) External Reporting

- a) **Preparation and data submittal of required budget reports in SACS format** - includes 1st Interim, 2nd Interim, next year proposed, and unaudited actual to district, county and state entities.
- b) **Attendance** – includes preparation and data submittal of Period 1 (P1), Period 2 (P2), and annual (P Final) attendance reports to district, county and state entities.

- c) **Audit** – CSMC will act as the lead point of contact with AIMS’s auditor and will work with the auditor through finalization of the audit report. Based on completion of consolidated financial statement audit, CSMC will coordinate the preparation and submission of Federal Form 990 and California Form 199 by applicable deadlines.
- d) **Categorical program budgeting and oversight** – separate fund tracking for all restricted or categorically relevant programs.
- e) **Consolidated Application** – If AIMS wishes to apply, CSMC will complete Parts 1 and 2 of the No Child Left Behind Consolidated Application, which is used to apply for federal Title funds (e.g. Title I). Additionally, CSMC will provide assistance during the audit required by the Single Audit Act of 1984.
- f) **National School Lunch Program (NSLP)** – If AIMS participates in this program, CSMC will assist with NSLP bookkeeping, submission of monthly food program reimbursement forms and completion of required annual reports.
- g) **CBEDS** – Assist schools in the completion of their School Information Form for Independently Reporting Charter Schools CBEDS annual survey.
- h) **General Reporting** – includes any necessary grant, award, program, state, county, and district report related to financial, or operating activity. This section does not apply to CALPADS data reporting.

5) **Internal Reporting and Budgeting**

- a) **Budgeting/Cash Flow** – CSMC collaboratively with AIMS shall develop and modify both current and future year budgets and pro forma cash flow models. All state mandated development and adoption timelines shall be incorporated into the planning process. At least one budget revision shall occur each year upon certification of the P1 report. Other modifications are to be performed as necessary or requested by AIMS, including for strategic planning purposes. In today’s challenging economic times, it is crucial that the budget is constantly reviewed and modified as needed; therefore, there are no limits to the number of budget revisions that may be requested by AIMS. Cash flow timing and Budget to Actual reporting on a monthly basis shall be reported to AIMS.
- b) **Internal Monthly Reporting** – Please note that CSMC’s Charter Vision® web portal (described in item #5 below) provides anytime, anywhere client access to dozens of detailed financial reports. In addition to this, CSMC will create and send to AIMS *monthly* reports including:
 - i) Budget to actual income statement
 - ii) Balance sheet
 - iii) Cash flow projections
 - iv) Fiscal analysis and commentary as applicable
- c) **Board Meeting Support** – CSMC’s School Business Manager will be available as requested for AIMS’s board meetings to present financial reports and/or answer financial questions (by teleconference or in person). There is no limitation to the number of times AIMS may request the School Business Manager’s attendance – on average, CSMC’s clients tend to request the School

Business Manager's presence every other month. Additionally, CSMC will provide your board of directors training and access to our Charter Vision system. This will allow the board to retrieve financial statements and "board reports" 24 hours a day, 7 days a week.

6) Charter Vision®

- a) Charter Vision is CSMC's online, client-specific business information portal. Charter Vision has your school's latest and detailed financial metrics and reports, upcoming deadlines, shared document templates, latest announcements, and upcoming deadlines. Access this portal anywhere, anytime. CSMC believes this is a great tool for increasing access and transparency to internal constituents. For instance, charter school board members can access the latest board and financial reports directly through Charter Vision.

7) Policies

- a) **Fiscal/Operating Procedures** – With the collaboration of AIMS, CSMC will assist in the development and maintenance of fiscal and operating procedures and control policies.
- b) **Safety Manual** – With the collaboration of AIMS, CSMC will develop and maintain complete and compliant Safety Manual.

8) Client Support

- a) **Client Support** – At AIMS request, CSMC will provide unlimited assistance with funding, budgeting, strategy, fiscal control, or other operational/financial questions or issues.

9) Charter Development and GRANTS Administration

- a) **Grants** – Track direct and allocate costs to grants.
- b) **Charter Renewal** – On a separate fee basis, CSMC will assist with a charter petition for renewal.

Proposed Fees

One-Time Setup Fee – \$15,000 This fee includes all of the activities necessary to get your information into the CSMC system to enable the above services. This includes such information as:

1. Exporting information from your current bookkeeping system (if you are an operating charter school) or gathering initial bookkeeping information (if you are a new school) into our enterprise-quality software system
2. Working with you to input all of your employees' personal- and compensation-related information into our payroll system

3. Identifying all of the revenue programs your school is possibly eligible for, assisting you to make strategic decisions about which ones to pursue, and helping you to apply to any you might have missed to ensure your school receives as much revenue as possible
4. Projecting your cash flow needs for the upcoming contract period and helping you start identifying possible ways of surviving any gaps
5. Identifying which financial reports you would like to see on an ongoing basis to help you make the best strategic decisions and keep other stakeholders informed
6. Assessing your current operational and financial policies, comparing them to current best practices, and improving those that need to be updated
7. Ensure that you are comfortable with how CSMC will support you and answer any of your initial questions

Ongoing Fee for Services – Monthly installments of \$10,000 beginning in September 2013. This fee covers all of the ongoing services listed in this contract after the initial setup period.

Proposed Contract Period

Setup will begin on or around September 13th 2013 and will last for all of that month. Ongoing services will begin on September 13th, 2013 and will end on June 30th, 2014, unless American Indian Model Schools renews its contract with CSMC.

References

We know that choosing a business back office provider like CSMC is an important decision for you and your school. If we were in your place, we would want to talk with some actual, current CSMC clients to see how well CSMC supports its clients. In case you would like to talk with such references, below are the contact name, school, school summary information and phone number of several CSMC client schools which are similar to your school:

Temecula Valley Charter	Joann Burnett, Principal	951-926-9037
Ivy Bound Academy	Kiumars Arzani, CEO	818-808-0158
International School of Monterey	Sean Madden, Director	831 583 2166
Vielka Mc Farlane Celerity Educational Group,	President & CEO	310 922 4262

Parties

This contract for charter school business support services is between the Charter School Management Corporation (hereinafter referred to as “CSMC”) and American Indian Model Schools (hereinafter referred to as “AIMS”). It is understood that this is an agreement whereby AIMS desires to retain CSMC, because of CSMC’s expertise, prior experience and comprehensive service offerings, as they relate to AIMS’s operation of a charter school, and that CSMC desires to provide expertise for the benefit of AIMS using

its knowledge, skills, experience and abilities. This contract is not intended to, and shall not be construed to create the relationship of agent, employee, partnership, or joint venture, or any other relationship other than independent contractor between CSMC and AIMS. CSMC shall be free to provide similar services for other clients.

Timing of Services

The parties shall agree upon a mutually acceptable time schedule for submission, review and return of the above documents and services.

Communication Between the Parties

Client will direct all communication to the CSMC Account Manager and CSMC will direct all communication to AIMS's designated primary contact, unless either party designates another representative and provides written notification of the change to the other party. CSMC agrees to keep all communication and work product with AIMS confidential within the full allowable extent of State and Federal Law.

Sole Entity

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

No Guarantee

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

Right to Rely

In performing its duties and obligations under this contract, CSMC has the right to rely upon the truthfulness, completeness and accuracy of the information and data provided by AIMS, its directors, officers, employees and agents.

Assignment

This Agreement is not assignable without written consent of the parties hereto.

Indemnification

CSMC shall indemnify and hold AIMS and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from CSMC's negligence or breach of any of its obligations under this agreement; provided that nothing herein shall require CSMC to indemnify AIMS against and hold harmless AIMS from claims, demands or suits based solely upon the conduct of AIMS, its agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) CSMC's agents or employees and (b) AIMS, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to AIMS of defending such claims and suits shall be valid and enforceable only to the extent of CSMC's negligence or the negligence of the CSMC's agents or employees. AIMS

acknowledges that the CSMC performs an advisory and task related function, and therefore provides services at the direction of AIMS. Ultimate decisions on the execution of agreements and transactions, and the determination of rights, processes, controls and obligations rest entirely with AIMS.

Payment for Services

AIMS will pay to CSMC the amount outlined in the Proposed Fees section of CSMC's proposal to AIMS. CSMC will submit a written billing statement to Client on a monthly basis. AIMS will make payments to CSMC promptly upon receipt of the monthly billing statements.

Termination of Contract

This contract shall continue in full force for the period stated in the section Proposed Contract Period section of CSMC's proposal to AIMS, unless terminated earlier as provided below.

AIMS may cancel the contract at any time without cause by providing written notice of the cancellation, provided, however, that AIMS shall pay CSMC for all fees incurred up until the date of notice of cancellation based on the rates noted in CSMC's proposal to AIMS.

CSMC may cancel the contract at any time without cause by providing written notice of cancellation.

Sole and Entire Agreement

This contract sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal modifications, additions, or deletions from this contract shall be permitted. All changes to this document must be made in writing and agreed to by both parties.

Severability

The provisions of this contract are severable, and if any part of it is found unenforceable, the other paragraphs shall remain fully valid and enforceable.

Governing Law

This contract is made and entered into in the State of California and all of its provisions shall be governed and interpreted under California law.

Notice

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


CSMC HEADQUARTERS
40925 County Center Drive
Suite 110
Temecula, CA 92591

American Indian Model Schools
171 12th Street
Oakland, CA 94607

Signatures



Sandro Larri, President
President, CSMC



Nedhar Bey
Board Vice President
American Indian Model Schools

Date: 9-12-2013

Date: 9-12-13



Joe Schickman <joe.schickman@aimschools.org>

Fwd: Thank you for meeting with us

Christopher Edington <chris.edington@aimschools.org>
To: Joe Schickman <joe.schickman@aimschools.org>

Fri, May 25, 2018 at 3:05 PM

----- Forwarded message -----

From: **Kiumars Arzani** <karzani@csmci.com>

Date: Fri, May 18, 2018 at 5:31 PM

Subject: Thank you for meeting with us

To: Maya Woods-Cadiz <maya.woods-cadiz@aimschools.org>, "Chris Edington" <chris.edington@aimschools.org>

Cc: Adrienne Barnes <abarnes@csmci.com>, Tom Nichols <tnichols@csmci.com>, Lorrina Thorp <lthorp@csmci.com>, Pat Meckes <pmeckes@csmci.com>, Sandro Lanni <slanni@csmci.com>

Dear Maya & Chris,

First, it was great to meet with your team (in person or phone), and I sincerely appreciated the honest conversations and reflections that we had. I am glad that I was at the meeting to hear your concerns and suggestions, because ultimately, the buck stops with me. If we can not serve your needs, we do not deserve to have your business.

Second, I am glad that I could freely share our perceptions and concerns with you as well, so that through open and honest dialogue going forward, we can better serve you.

Third, based on our conversation, I am forwarding to you three contracts that within them, you have the scope of work that we will be doing for you (as you requested). In the contracts, I have also included (in the addendum) your request of having a person assigned to your schools for regular weekly visits to gather documents, help with developing better systems, and provide the necessary information to be processed at our Temecula headquarters. This means that in addition to your school business manager (Adrienne Barnes), you will also be assigned a school service manager to be the support for Ms. Barnes for greater access to our team. As always, these two will be the quarterback for the rest of the CSMC team that manages your work.

Finally, as discussed with you during our side meeting in Maya's office, AIM has been underpriced from day one, and has been on a month to month contract with CSMC for the past two years. We will honor this for the rest of this school year, with the end date of June 30th, 2018.

Per your request, I am forwarding three (1, 3, and 5 year) contracts. Obviously, the longer the contract, the lower the dollar amount. I do understand that you may or may not know the going market rate for Back Office services. Our; however, for comparison, our competitors price their contracts at 3 to 5% of total revenues. CSMC prices its contracts at 2 to 3% of total revenue. Aim was

priced at just over 1%. We are the oldest, biggest and the most comprehensive, and we are the only service provider that does wrap-around service for our clients.

With all of that said, here is the breakdown of the contracts that includes having in addition to Adrienne, a school service manager for more regular weekly visits to the school:

1. One-year contract for the 2018-19 school-year:
 - Your estimated 2018-19 school-year overall budget is \$14,684,695.
 - I will keep your 1-year contract at just around 2.74% which I will round down to \$402,000 annual (\$33,500 per month). This will be your rate starting July 1st, 2018 if you decide to only go with a 1-year contract. This contract will give you the opportunity to shop around if you feel it necessary.
2. Three-year contract for the 2018-21 school-years:
 1. Overall annual budgets:
 - Your estimated 2018-19 school-year overall budget is \$14,684,695.
 - Your estimated 2019-20 school-year overall budget is \$16,056,414.
 - Your estimated 2020-21 school-year overall budget is \$17,334,383.
 2. If you were to go with a 3-year budget, I would reduce our percentage to 2.5%, and would honor that regardless of any growth in school size or revenue.
 - Year 1 would be rounded down to \$366,000 annually or (\$30,500 per month).
 - Year 2 would be rounded down to \$402,000 annually or (\$33,500 per month)
 - Year 3 would be rounded down to \$432,000 annually or (\$36,000 per month)
 3. If you choose to go with a 3-year contract, your new rate will start July 1st, 2018 and we will honor it by not increasing prices during the term of the contract regardless of your increase in size or number of schools.
3. Five-year contract for the 2018-23 school-years:
 1. Overall annual budgets:
 - Your estimated 2018-19 school-year overall budget is \$14,684,695.
 - Your estimated 2019-20 school-year overall budget is \$16,056,414.
 - Your estimated 2020-21 school-year overall budget is \$17,334,383.
 - Your estimated 2021-22 school-year overall budget is \$18,030,472.
 - Your estimated 2022-23 school-year overall budget is \$18,527,926.
 2. If you were to go with a 5-year budget, I would reduce our percentage to 2.25%, and would honor that regardless of any growth in school size or revenue.
 - Year 1 would be rounded down to \$330,000 annually or (\$27,500 per month).
 - Year 2 would be rounded down to \$360,000 annually or (\$30,000 per month)
 - Year 3 would be rounded down to \$384,000 annually or (\$32,000 per month)
 - Year 4 would be rounded down to \$396,000 annually or (\$33,000 per month)
 - Year 5 would be rounded down to \$408,000 annually or (\$34,000 per month)
 3. If you choose to go with a 5-year contract, your new rate will start July 1st, 2018 and we will honor it by not increasing prices during the term of the contract regardless of your increase in size or number of schools.

The budget amounts that I used for my calculations came from your 7-year plan; however, I significantly reduced my contract amounts to take into consideration that these are only estimates. The benefit of a longer contract for you is that if your enrollment goes up, we will not increase your contract amount, but if they go down, we will decrease our contract amount. I keep our contract percentage significantly lower than any other Back Office service provider, because as a past operator, I want to keep as much of your revenue in the classroom.

	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
AIM 1	\$1,723,766.00	\$1,846,647.00	\$1,916,586.00	\$1,993,490.00	\$2,051,283.00	\$2,070,248.00
AIM 2	\$8,016,780.00	\$8,161,895.00	\$8,375,944.00	\$8,620,033.00	\$8,833,090.00	\$8,914,968.00
AIM HS	\$4,944,149.00	\$6,047,872.00	\$7,041,853.00	\$7,416,949.00	\$7,643,553.00	\$7,717,430.00

Total AIM Budget	\$14,684,695.00	\$16,056,414.00	\$17,334,383.00	\$18,030,472.00	\$18,527,926.00	\$18,702,646.00
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Again, thank you for your time for our visit, and please feel free to contact me with any questions or concerns.

Have a great weekend.

Kiumars Arzani

Executive Vice President of Operations

"At CSMC, We Rise by Lifting Others"

43460 Ridge Park Dr #100, Temecula, CA. 92590

1210 W. Burbank Blvd. Suite B, Burbank, CA. 91506

O: (951) 694 - 3050 x233 C: (818) 625 - 0319

www.csmci.com



3 attachments

American Indian Model Schools 5-Year Contract.pdf
1051K

American Indian Model Schools_3-Year Contract.pdf

5/25/2018

1052K



American Indian Model Schools_One-Year Contract.pdf

1052K



*Charter School Management Corporation
Helping Charter Schools Succeed
Corporate Headquarters
40925 County Center Drive
Temecula, CA 92591*

May 13, 2016

Services Agreement for American Indian Model Schools

This Services Agreement (“Agreement”) for charter school business support services is between the Charter School Management Corporation (hereinafter referred to as “CSMC”) and *AIMS* (hereinafter referred to as “Customer” or “you”). CSMC and *AIMS* are each individually a “party” and sometimes referred to collectively as the “parties.”

The parties to this Agreement understand that this is an agreement whereby *AIMS* desires to retain CSMC, because of CSMC’s expertise, prior experience and comprehensive service offerings, as they relate to *AIMS* operation of one or more charter schools, and that CSMC desires to provide expertise for the benefit of *AIMS* using its knowledge, skills, experience and abilities.



CSMC Scope of Service Summary

Summary of American Indian Model Schools

The following information regarding *AIMS* operations, size and authorizing agency(ies) has been provided by *AIMS*, and CSMC may rely on such information.

Number of schools = 3

Approximate number of students* = 1,050

Authorizing agency or agencies = Oakland Unified

Summary of services offered within:

- Back-Office Services
- Charter Vision Access
- Fully Supported PowerSchool Services (as defined in Attachment A) PowerSchool licensing to remain with AIMS and be paid directly to PowerSchool by AIMS.
- CALPADS support (as defined in Attachment A)

Contract Period:

The Contract Period shall be *July 1, 2016* through *June 30, 2017*

Summary of Pricing:

Setup Fee = \$ 0

Ongoing Monthly Fee = \$ 12,000

*The pricing set forth above is predicated on CSMC's understanding of AIMS's support needs, based on AIMS' representations. If AIMS's number of students is appreciably different from this number, CSMC will adjust its fees accordingly. With that principle in mind, CSMC will use reasonable efforts to modify elements of its program to accommodate AIMS' changing needs.



CSMC Scope of Services

In order to support AIMS, CSMC shall provide the following specific services (defined below as the “Services”):

1) Fiscal

- a) **Bookkeeping Support** – Utilizing an enterprise-quality bookkeeping system from Sage, one of the country’s largest bookkeeping software companies, CSMC will provide a complete bookkeeping solution to AIMS. Specifically, CSMC will:
 - i) **Chart of Accounts** – Create a Standard Account Code Structure (SACS) and Generally Accepted Accounting Principles (GAAP) compliant and AIMS tailored Chart of Accounts.
 - ii) **General Ledger** – Create and maintain SACS and GAAP compliant General Ledger. CSMC will modify, revise, and incorporate more or less detail in account code structure as requested by AIMS.
 - iii) **Accounts Receivable** – Monitor receipt of revenues tied to budget and expected entitlements. Includes all collection activities necessary to obtain past due funding.
 - iv) **Accounts Payable** – Process all vendor invoices and payments. Includes utilizing GAAP system for verification, approval, and payment. System includes utilization of AP batch approvals, and check register reviews. Includes preparation of all 1099’s.
 - v) **Fund / Restricted Accounts** – Track restricted revenues (e.g. Title I) and/or other revenues client requests in writing that CSMC separately track (e.g. parent fundraising) and corresponding expenditures via unique account coding to yield separate net income / loss per account.

2) Payroll

- a) **Payroll setup** – Based upon the payroll information from AIMS, CSMC will enter each full- and part-time employee into an enterprise-class payroll service, for purposes of calculating appropriate withholdings, taxes and other deductions. AIMS will be responsible for paying the payroll service’s fees directly.
- b) **Payroll processing** – Includes updating, maintenance, and regular, emergency and special payroll entry, as requested by AIMS. Payroll processing includes all of the following:
 - i. Complete STRS and PERS reporting through the County Office of Education.



Please note that some Counties or Districts charge a fee to charter schools to transmit STRS and PERS information to the STRS and PERS systems. If the county or district charges such a fee, AIMS will be responsible for paying this fee directly.

- ii. Voluntary Deductions (e.g. 403(b))
 - iii. Distribution of pay warrants and direct deposit administration
 - iv. Distribution of W2's
 - v. Processing of Worker's Compensation
 - vi. Salary adjustments
 - vii. Verify Budget Numbers, Dates and Rates of Pay
 - viii. Prepare and Maintain Annual Calendars
 - ix. Process Exit Forms (resignations, terminations, etc.)
- c) **Insurance services and coordination** – CSMC will act as the bookkeeping liaison for workers compensation and Health and Welfare policies. CSMC will assist in the selection of insurance service providers (if requested by school), emphasizing selecting a provider that will provide high value support to the charter school.
- d) **Credential and TB Tracking** – If client makes a written request, CSMC will provide tuberculosis and credential checks and implement monitors and alerts to ensure teachers' credentials and TB clearances are up to date, valid, and provide notice when expired. Client must provide a desire for this service in a separate written request.

3) External Reporting

- a) **Preparation and data submittal of required budget reports in SACS format** – includes 1st Interim, 2nd Interim, next year proposed, and unaudited actual to district, county and state entities.
- b) **Attendance** – includes preparation and data submittal of Period 1 (P1), Period 2 (P2), and annual (P Final) attendance reports to district, county and state entities.
- c) **Audit** – CSMC will act as the lead point of contact with AIMS's auditor and will work with the auditor through finalization of the audit report. Based on completion of consolidated financial statement audit, CSMC will coordinate the preparation and submission of Federal Form 990 and California Form 199 by applicable deadlines with external accounting firm.
- d) **Categorical program budgeting and oversight** – separate fund tracking for all



restricted or categorically relevant programs.

- e) **Consolidated Application** – If AIMS wishes to apply, CSMC will complete Parts 1 and 2 of the No Child Left Behind Consolidated Application, which is used to apply for federal Title funds (e.g. Title I). Additionally, CSMC will provide assistance during the audit required by the Single Audit Act of 1984.
- f) **National School Lunch Program (NSLP)** – If your school participates in this program, CSMC will assist with NSLP bookkeeping, submission of monthly food program reimbursement forms and completion of required annual reports. If client wishes for CSMC to assist with NSLP, client must request so in writing and notify CSMC that client is in participation of the program.
- g) **CBEDS** – Assist schools in the completion of their School Information Form for Independently Reporting Charter Schools CBEDS annual survey.
- h) **General Reporting** – includes any necessary grant, award, program, state, county, and district report related to financial, or operating activity. This section does not apply to CALPADS data reporting.

4) Internal Reporting and Budgeting

- a) **Budgeting/Cash Flow** – CSMC collaboratively with AIMS shall develop and modify both current and future year budgets and pro forma cash flow models. All state mandated development and adoption timelines shall be incorporated into the planning process. At least one budget revision shall occur each year upon certification of the P1 report. Other modifications are to be performed as necessary or requested by AIMS, including for strategic planning purposes. In today's challenging economic times, it is crucial that the budget is constantly reviewed and modified as needed; therefore, there are no limits to the number of budget revisions that may be requested by AIMS. Cash flow timing and Budget to Actual reporting on a monthly basis shall be reported to AIMS.
- b) **Internal Monthly Reporting** – Please note that CSMC's Charter Vision® web portal (described in item #5 below) provides anytime, anywhere client access to dozens of detailed financial reports. In addition to this, CSMC will create and send to AIMS *monthly* reports including:
 - i) Budget to actual income statement
 - ii) Balance sheet
 - iii) Cash flow projections
 - iv) Fiscal analysis and commentary as applicable



- c) **Board Meeting Support** – CSMC’s School Business Manager will be available as requested for AIMS’s board meetings to present financial reports and/or answer financial questions (by teleconference or in person). There is no limitation to the number of times AIMS may request the School Business Manager’s attendance – on average, CSMC’s clients tend to request the School Business Manager’s presence every other month. Additionally, CSMC will provide your board of directors with training and access to our Charter Vision system. This will allow the board to retrieve financial statements and “board reports” 24 hours a day, 7 days a week.
- 5) **Charter Vision®**
- a) Charter Vision is CSMC’s online, client-specific business information portal. Charter Vision has your school’s latest and detailed financial metrics and reports, upcoming deadlines, shared document templates, latest announcements, and upcoming deadlines. Access this portal anywhere, anytime. CSMC believes this is a great tool for increasing access and transparency to internal constituents. For instance, charter school board members can access the latest board and financial reports directly through Charter Vision. School may add as many licenses and grant access to an unlimited number of people at **no charge**.
- 6) **Policies**
- a) **Fiscal/Operating Procedures** – With the collaboration of AIMS, CSMC will assist in the development and maintenance of fiscal and operating procedures and control policies.
- b) **Safety Manual** – With the collaboration of AIMS, CSMC will develop and maintain a complete and compliant Safety Manual.
- 7) **Client Support**
- a) **Client Support** – At AIMS’s written request, CSMC will provide assistance with funding, budgeting, strategy, fiscal control, or other operational/financial questions or issues.
- 8) **Charter Development and GRANTS Administration**
- a) **Grants** – Track direct and allocate costs to grants.
- b) **Charter Renewal** – On a separate fee basis, CSMC will assist with a charter petition for renewal.



9) Student Information System (SIS)

a) **PowerSchool Premier** – PowerSchool is the market leader for SIS products. CSMC assists with the implementation, maintenance, troubleshooting, and updating. CSMC provides an ongoing program to assist you with your charter school operations. CSMC’s support will not only dramatically ease your implementation of PowerSchool, but lower your overall support and operational costs. CSMC’s support consists of but not limited to:

- i) Initial Product Roll out
- ii) Initial Product Training
- iii) On Going Maintenance & Support
- iv) Access to CSMC Help Desk

See Service level agreement (Attachment A) for specifics

10) CALPADS State Reporting Services – Full-Service CALPADS Support - CSMC and AIMS agree to discuss specifics regarding CALPADS support and shall memorialize the specific level of service for such support in a separate agreement.

Fees

One-Time Setup Fee – \$ 0

This fee includes all of the activities necessary to get your information into the CSMC system to enable the above services. This includes such information as:

1. Exporting information from your current bookkeeping system (if you are an operating charter school) or gathering initial bookkeeping information (if you are a new school) into our enterprise-quality software system
2. Working with you to input all of your employees’ personal- and compensation-related information into our payroll system
3. Identifying all of the revenue programs your school is possibly eligible for, assisting you to make strategic decisions about which ones to pursue, and helping you to apply to any you might have missed to ensure your school receives as much revenue as possible
4. Projecting your cash flow needs for the upcoming contract period and helping you start identifying possible ways of surviving any gaps



5. Identifying which financial reports you would like to see on an ongoing basis to help you make the best strategic decisions and keep other stakeholders informed
6. Assessing your current operational and financial policies, comparing them to current best practices, and improving those that need to be updated
7. Ensure that you are comfortable with how CSMC will support you and answer any of your initial questions

Scope of Specific Services

The specific services, work and tasks set forth above shall collectively be referred to as the "Services." CSMC shall only be required to perform the Services, and shall not be required to perform any services, work or tasks other than the Services. If CSMC does perform services, work or tasks other than the Services, CSMC will not be required to do so in the future, and CSMC may with the consent of Customer seek reimbursement or payment from Customer for such services, work or tasks. Each agreement is different, and Customer acknowledges and agrees that the Services that CSMC is required to perform under this Agreement do not include all of the services CSMC has the ability to perform, and specifically does not include every service referred to or listed in CSMC's website (www.csmci.com) or other materials.

Ongoing Fee for Services

In addition to the One-Time Set-Up Fee, AIMS shall pay to CSMC monthly installments of \$ 12,000 beginning in July 1, 2016. This fee shall cover payment to CSMC for the Services. AIMS shall pay this ongoing fee for the Services until the expiration or termination of this Agreement, at which time AIMS shall within 15 days pay CSMC any unpaid monthly fees for Services. AIMS will promptly pay to CSMC the amounts set forth in this Agreement upon receipt of each monthly billing statement. Customer's payment obligation is absolute, and Customer may not withhold or deduct payment for any reason.

Term of Agreement

Setup will begin on or around July 1, 2016 and will last for all of that month.

The term of this Agreement and CSMC's obligation to perform the Services will begin on July 1, 2016 ("Start Date") and will be deemed automatically renewed on the annual anniversary of the Start Date, unless either party provides the other party with written notice 45 days in advance of the next anniversary of the Start Date of its intent to not renew this Agreement. If CSMC does not physically receive such a notice of non-



renewal prior to or on the 45th day before the next Start Date, then CSMC may rely on the automatic renewal of the term of this Agreement. However, in no event shall the term of this Agreement exceed the charter of AIMS.

Parties – No Agency

This Agreement is not intended to, and shall not be construed to create the relationship of agent, employee, partnership, or joint venture, or any other relationship other than independent contractor between CSMC and AIMS. CSMC shall be free to provide similar services for other clients.

Communication Between the Parties

AIMS will direct all communication to the CSMC Account Manager and CSMC will direct all communication to AIMS's designated primary contact, unless either party designates another representative and provides written notification of the change to the other party. CSMC agrees to keep all communication and work product with AIMS confidential to the allowable extent of State and Federal Law.

Parties Are Sole Obligors

This Agreement is entered into by the AIMS for itself alone and not on behalf of, or as an agent for, any other entity, agency, school, or school district. Any obligation of the parties to this Agreement is and shall remain the sole responsibility of the parties. CSMC agrees that no employee, executive, shareholder or director of AIMS shall be personally liable for payment or any breach of this Agreement, and that CSMC may only look to AIMS for payment or performance of the obligations required under this Agreement. Likewise, AIMS agrees that no employee, executive, shareholder or director of CSMC shall be personally liable for payment or any breach of this Agreement, and that AIMS may only look to CSMC for payment or performance of the obligations required under this Agreement. In addition, CSMC will be providing Services only to Customer, and will not be required to perform work or services to any company or person affiliated with Customer.

Document Retention

Customer agrees that it will be responsible for providing CSMC with all records pertinent to the Services, including information stored electronically such as e-mails and other computerized records. Customer agrees to retain, and not destroy, its records for the duration of any period mandated by applicable laws. CSMC shall retain its files for 3 years, after which time CSMC shall destroy its files unless Customer requests in writing that CSMC retain files for shorter or longer retention period.



No Guarantee – Limitation to Services and Exclusion of Liability for Other Work

CSMC cannot guarantee that the Services it provides under this Agreement will yield the results sought by AIMS. CSMC will use good faith efforts in providing Services to secure the reasonable objectives sought by AIMS during CSMC's performance of its Services under this Agreement. AIMS understands and agrees that it is retaining CSMC to perform only those Services listed above and defined in this Agreement as the Services. AIMS agrees that CSMC will have no liability for, or indemnity obligations arising out of, CSMC's provision of any services, task or work not included within the definition of Services.

No Liability for Referral

The Services which CSMC is required to perform under this Agreement do not include referring Customer to any other service provider, person or company. However, from time to time, customers sometimes seek a referral from CSMC. Customer acknowledges and agrees that if it seeks a referral from CSMC, Customer shall be responsible for interviewing, researching, and retaining any such service provider, person or company; and Customer shall rely on its own assessment in making any hiring decision. CSMC does not warrant or guarantee the services, work or results of any service provider, person or company which CSMC may refer to Customer.

CSMC's Right to Rely

In performing the Services under this contract, CSMC has the right to rely upon the truthfulness, completeness and accuracy of the information and data provided to CSMC by AIMS, its directors, officers, employees and agents. CSMC shall not be expected to, and AIMS may not rely on CSMC to, disclose errors, fraudulent financial reporting, and misappropriation of assets, or illegal acts that may exist at one or more schools or offices operated by Customer. AIMS understands and agrees that CSMC has no responsibility to identify and communicate deficiencies in AIMS's internal controls as part of CSMC's provision of Services under this Agreement. In addition, AIMS shall have the responsibility to promptly notify CSMC of any material change in AIMS or AIMS's operations that might impact CSMC's ability to provide the Services under this Agreement.

Assignment

This Agreement is not assignable without the written consent of the parties hereto.

AIMS's Direction - Indemnification



AIMS acknowledges that by providing the Services, CSMC performs an advisory and task-related function, and therefore provides the Services at the direction of AIMS. AIMS retains ultimate decision-making authority on the execution of agreements, transactions and payments, and the determination of rights, processes, controls and obligations rest entirely within the discretion and control AIMS. To the extent that AIMS properly directs CSMC, and to the extent that CSMC fails to properly perform the Services, CSMC shall indemnify and hold AIMS and its officers and employees harmless from and shall defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part, but only to the extent that they arise from CSMC's active negligence or express breach of its obligations under this Agreement. Nothing in this Agreement shall require CSMC to indemnify AIMS against claims, demands or suits based upon intentional or negligent acts of AIMS, its agents, officers or employees.

Professional Services Exclusion

Customer acknowledges and agrees that CSMC does not provide legal services or licensed accounting services, and that those and other licensed professional services are not included within the Services which CSMC is required to provide under this Agreement. Customer agrees to consult a lawyer and/or licensed accountant if Customer seeks legal or accounting advice, and shall not rely on CSMC for such advice, consultation or services.

Charter Revocation, Notice to Cure, or Closure

Unless included within the definition of Services for which CSMC is responsible under this Agreement, CSMC shall not be responsible to do any work or perform services related to any charter revocation, notice to cure or related notices; nor shall CSMC be responsible for doing any work or performing any services related to any closure of any school operated by Customer.

Customer's Premises/Facilities

Customer agrees that it, and not CSMC, is responsible for the physical premises and facilities Customer operates, including whether those premises/facilities comply with the American Disabilities Act and any other applicable statutes or regulations. Customer is responsible for complying with all applicable health and fire code requirements and zoning laws. Customer shall maintain all local approvals including applicable fire marshal clearances, certificates of occupancy, signed building permit inspections and approved zoning variances.

Customer's Insurance Responsibility



Customer represents and warrants that it has obtained property general liability insurance, workers' compensation insurance, automobile insurance (to the extent applicable), and insurance coverage for negligence, errors and omissions/educators legal liability, abuse and molestation, and employment practices liability.

No Employee Raiding

Customer recognizes and acknowledges that CSMC expends considerable time and effort and incurs substantial expense in recruiting and retaining qualified personnel. Customer agrees to not hire as an employee or independent contractor, either directly or indirectly, any employee of CSMC during the term of this Agreement and for period of one hundred twenty (120) days after such person's termination of employment with CSMC. Customer agrees that a breach of the foregoing restriction would cause irreparable harm to CSMC's business and the damages therefrom would be difficult if not impossible to measure. Consequently, if Customer breaches this provision, Customer will pay to CSMC liquidated damages fixed at twenty-five percent (25%) of the CSMC employee's yearly compensation, or projected yearly compensation, at the time of any such breach.

Termination of Agreement

AIMS may terminate this Agreement without cause by providing written notice of cancellation to CSMC at least 30 days prior to cancellation. Within 15 days of transmittal of a cancellation notice, AIMS shall pay to CSMC all unpaid fees and AIMS shall reimburse CSMC for all costs incurred by AIMS to provide the Services. The parties agree that those reimbursable costs would be difficult to calculate and therefore agree that if AIMS terminates this Agreement without cause within the first year from the Start Date, AIMS will pay to CSMC as liquidated damages fees equivalent to three months of the standard monthly fee for Services. If AIMS terminates without cause in year two following the Start Date, the liquidated damages payable to AIMS shall be two months of the fees for Services. AIMS may terminate the Agreement without cause and without paying liquidated damages at any time following the second anniversary of the Start Date. CSMC may terminate this Agreement at any time without cause and without liability by providing AIMS written notice of cancellation 30 days prior to termination. However, if AIMS terminates this Agreement for cause (e.g., due to lack of payment), AIMS need not provide advance notice of cancellation.

Sole and Entire Agreement

This Agreement sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal



modifications, additions, or deletions from this Agreement shall be permitted. All changes to this Agreement must be made in writing and signed by both parties.

Governing Law, Arbitration and Time-Bar on Claims

This Agreement shall be construed in accordance with the laws of the State of California. CSMC and AIMS agree that any and all disputes or controversies of any nature relating to or arising at any time under this Agreement or otherwise in connection with the rights and obligations under this Agreement shall be resolved by binding arbitration, which shall constitute the sole forum for any disputes between the parties to this Agreement. This means by signing this Agreement, each party is waiving the right to take court action and is waiving the right to a jury. Each party also agrees to, and hereby does, waive any right to compel the other party to participate as a defendant, cross-defendant or in any other capacity in any court action, including any action for indemnity. Arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in Orange County, California. The parties to this Agreement further agree that any arbitration demand must be filed with JAMS within 12 months from the time of any breach of this Agreement, and that any claim commenced or filed after that time shall be time-barred as a matter of law.

Severability

The provisions of this Agreement are severable, and if any part of it is found unenforceable, the other paragraphs shall remain fully valid and enforceable.



Notice

Any and all notices required under this Agreement shall be delivered by overnight mail by a nationally recognized carrier to the following addresses:

CSMC HEADQUARTERS
Attn. Mr. Sandro Lanni
40925 County Center Drive
Suite 110
Temecula, CA 92591

American Indian Model Schools
Maya Woods-Cadiz
171 12th Street
Oakland, CA 94607

Signatures

CSMC

Customer

Sandro Lanni, President
CSMC

Maya Woods-Cadiz, Superintendent
American Indian Model Schools

Date: _____

Date: _____