



Service Contract

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:

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 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.

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

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).

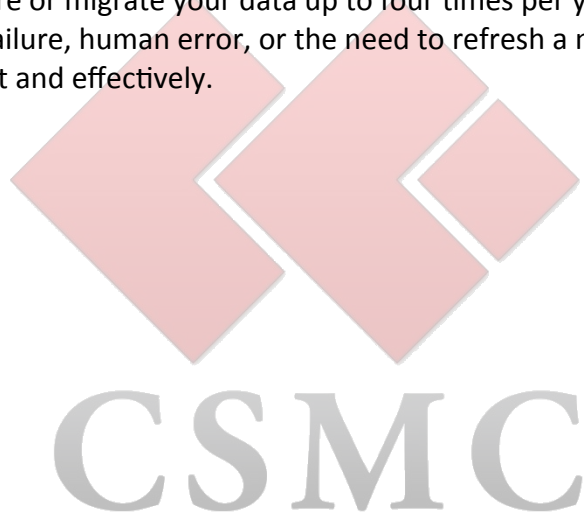
3.7 Server Hosting

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

The logo for CSMC (California State Model Schools) is a large, light red watermark in the center of the page. It consists of a stylized diamond shape with a white outline, and the letters "CSMC" in a large, grey, serif font below it.

CSMC

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: _____