



Three Rivers Charter School

Regular Board Meeting

Date and Time

Tuesday August 16, 2022 at 5:30 PM PDT

Location

Three Rivers Charter School
1211 Del Mar Dr. Fort Bragg, CA 95437
Jr. Highschool Classroom

This Board Meeting is being held in person at Three Rivers Charter School in the Jr. High Classroom. Meeting attendees may also join virtually using the Zoom link provided.

The agenda provides any citizen an opportunity to directly address the Board under the section entitled "Community Comment" on any item under the subject matter jurisdiction of the Board that is not on the agenda. The Public will be provided an opportunity to address the Board on agenda items before or during the Board's deliberation. Each public member will have 3 minutes for comment. Members attending virtually who wish to comment may use the "raise hand" option.

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Join Zoom Meeting

[https://us02web.zoom.us/j/86282301134?](https://us02web.zoom.us/j/86282301134?pwd=T3MrREtjbGFsRFFOZkw3R2UrRzJxUT09)
pwd=T3MrREtjbGFsRFFOZkw3R2UrRzJxUT09
Meeting ID: 862 8230 1134
Passcode: trcs

Agenda

	Purpose	Presenter	Time
I. Opening Items			5:30 PM
Opening items			
A. Call the Meeting to Order		Jade Tippet	1 m
B. Record Attendance and Guests		Jaime Ries	2 m
C. Changes to the Agenda?	Discuss	Jade Tippet	2 m
II. Community Comment			5:35 PM
A. Community Comment	Discuss	Jade Tippet	10 m
Each person wanting to speak may have 3 minutes to make their statements. The Board will not comment unless it is to quickly clarify a procedure, process or policy.			
B. Introduce Potential New Board Members	Discuss	Jade Tippet	10 m
Meet two board member applicants and discuss interests and qualifications.			
III. Approve Minutes			5:55 PM
A. Approve Minutes of Regular Meeting 6.21.22	Approve Minutes	Jade Tippet	2 m
B. Approve Minutes of Board Retreat 8.9.22	Approve Minutes	Jade Tippet	2 m
IV. Reports			5:59 PM
A. Teacher Reports	Discuss	Kim Morgan	10 m
B. Director's Report	Discuss	Kim Morgan	20 m
C. Financial Reports	Discuss	Jade Tippet	10 m
V. Discussion and Action Items- Board Organization			6:39 PM
Topics for discussion and action related to organization of the board.			
A. Accept Board Member Resignation	Vote	Jade Tippet	5 m
Accept resignation of Emily Forster.			
B. Renew Board Member Terms	Vote	Kim Morgan	10 m

	Purpose	Presenter	Time
Jaime Ries and Angela Dominguez to serve as board members for additional 2 year term. Ries to continue additional term as Secretary.			
C. Board Member Expectations	Discuss	Jaime Ries	10 m
Discuss board member expectations for attending in person or remotely.			
D. Determination of Live or Remote Meeting	Vote	Kim Morgan	10 m
As per AB 361 the board shall determine, by unanimous vote every 30 days, whether meeting in person is puts the health of attendees at risk during the declared state of emergency. State of Emergency Proclamation- Order N-12-21 Continuation of Emergency Proclamation until March 31, 2022- Order N-21-21 CDPH Social Distancing Requirement Mendocino County Recommendation Regarding Continued Remote Public Meetings of Governmental Bodies			

VI. Discussion and Action Items 7:14 PM

A. TRCS Covid Safety Plan	Vote	Kim Morgan	15 m
Discuss and approve TRCS Covid Safety Plan for beginning the 22-23 school year.			
B. CSMC Contract	Vote	Kim Morgan	5 m
Approve contract with rate increase for CSMC back office services over three year period.			
C. 2022-23 Consolidated Application	Vote	Kim Morgan	5 m
Approve submission of ConApp to considered for federal funds.			
D. Vendor Agreement with Harvest Market	Vote	Kim Morgan	10 m
Discuss and approve agreement with Harvest Market to provided vended school meals (lunch) to TCRS for 22-23 school year.			
E. TRCS Wellness Policy	Vote	Kim Morgan	10 m
Discuss and adopt revised Wellness Policy.			

VII. Closing Items 7:59 PM

A. Adjourn Meeting	FYI	Jade Tippett	1 m
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Coversheet

Approve Minutes of Regular Meeting 6.21.22

Section: III. Approve Minutes
Item: A. Approve Minutes of Regular Meeting 6.21.22
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Board Meeting on June 21, 2022

APPROVED



Three Rivers Charter School

Minutes

Regular Board Meeting

Date and Time

Tuesday June 21, 2022 at 5:30 PM

Location

This meeting will be held in person on the Three Rivers Charter School campus. Attendees may also join via Zoom using the link provided.

Join Zoom Meeting

[https://us05web.zoom.us/j/86282301134?](https://us05web.zoom.us/j/86282301134?pwd=T3MrREtjbGFsRFFOZkw3R2UrRzJxUT09)
[pwd=T3MrREtjbGFsRFFOZkw3R2UrRzJxUT09](https://us05web.zoom.us/j/86282301134?pwd=T3MrREtjbGFsRFFOZkw3R2UrRzJxUT09)

Meeting ID: 862 8230 1134

Passcode: trcs

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pwd=T3MrREtjbGFsRFFOZkw3R2UrRzJxUT09

Meeting ID: 862 8230 1134

Passcode: trcs

Directors Present

A. Dominguez, C. Peña, E. Forster, J. Ries, L. Norman

Directors Absent

J. Tippett

Guests Present

K. Morgan, Susan Lefkowitz (remote)

I. Opening Items

A. Call the Meeting to Order

J. Ries called a meeting of the board of directors of Three Rivers Charter School to order on Tuesday Jun 21, 2022 at 5:32 PM.

B. Record Attendance and Guests

C. Changes to the Agenda?

None

II. Community Comment

A. Community Comment

None

III. Reports

A. Teacher Reports

See Attached Teachers' Report

B. Director's Report

See Attached Director's Report

K. Morgan reported verbally regarding end of year events, COVID update, and enrollment update.

C. Financial Reports

See Attached Financial report prepared by J. Tippett.

K. Morgan verbally reported regarding details of Financial Report.

IV. Discussion and Action Items

A. Approve Minutes of Regular Meeting 5.17.22

E. Forster made a motion to approve the minutes from Regular Board Meeting on 05-17-22.

L. Norman seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

C. Peña	Aye
L. Norman	Aye
J. Tippet	Absent
J. Ries	Aye
A. Dominguez	Aye
E. Forster	Aye

B. Determination of Live or Remote Meeting

Discussion regarding whether meeting in person puts the health of attendees at risk during the declared state of emergency.

E. Forster made a motion to continue the option of meeting remotely to protect the health of the attendees during the declared state of emergency.

C. Peña seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

L. Norman	Aye
A. Dominguez	Aye
E. Forster	Aye
J. Ries	Aye
J. Tippet	Absent
C. Peña	Aye

C. Approve 2022-23 LCAP

See Attached 2022-23 proposed LCAP.

K. Morgan verbally reported regarding LCAP.

C. Peña made a motion to approve the 2022-23 LCAP.

E. Forster seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

A. Dominguez	Aye
L. Norman	Aye
J. Ries	Aye
C. Peña	Aye
E. Forster	Aye
J. Tippet	Absent

D. Approve 2022-23 Budget

S. Lefkowitz verbally presented regarding details of 2022-23 proposed budget.

See Attached 2022-23 Proposed Budget

A. Dominguez made a motion to approve 2022-23 Budget.

C. Peña seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

E. Forster Aye
A. Dominguez Aye
J. Ries Aye
J. Tippet Absent
C. Peña Aye
L. Norman Aye

E. Local Indicators for CA Dashboard

K. Morgan discussed California Dashboard, specifically local indicators and provided a copy for the board's review.

F. Approve 22-23 CharterSafe Membership Proposal

K. Morgan presented the proposal for CharterSafe Membership. Needs board approval for spending.
E. Forster made a motion to approve membership renewal to CharterSafe in the amount of \$34,559.
A. Dominguez seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

J. Ries Aye
J. Tippet Absent
L. Norman Aye
A. Dominguez Aye
E. Forster Aye
C. Peña Aye

G. Approve School Nutrition Coordinator Position

K. Morgan and E. Forster discussed the details of what Nutrition Coordinator responsibilities will be. Also discussed process of state reimbursement for meals.
A. Dominguez made a motion to approve the School Nutrition Coordinator position.
C. Peña seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

J. Tippet Absent
J. Ries Aye
A. Dominguez Aye
C. Peña Aye
E. Forster Aye
L. Norman Aye

H. Board Member Roles & Recruitment

Discussion regarding continuing need for Board Treasurer and additional Director.

I. Discuss Calendar items

K. Morgan discussed availability and date for board retreat in August. Board needs to complete CEO evaluation in preparation for retreat.
Board Retreat will take place August 9th, 9:00-1:00

V. Closing Items

A.

Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:02 PM.

Respectfully Submitted,
J. Ries

Coversheet

Approve Minutes of Board Retreat 8.9.22

Section: III. Approve Minutes
Item: B. Approve Minutes of Board Retreat 8.9.22
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Board Retreat on August 9, 2022

APPROVED



Three Rivers Charter School

Minutes

Board Retreat

Date and Time

Tuesday August 9, 2022 at 9:00 AM

Location

Harbor Lite Lodge Conference Room: 120 N. Harbor Dr. Fort Bragg, CA 95437.

Board meetings are held in public. The agenda provides any citizen an opportunity to directly address the Board under the section entitled "Community Comment" on any item under the subject matter jurisdiction of the Board that is not on the agenda. The Public will be provided an opportunity to address the Board on agenda items before or during the Board's deliberation. To request a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting, please submit your request in writing to the School Director or Board President at least 10 days before the scheduled meeting date. Any writings distributed either as part of the Board packet, or within 72 hours of a meeting, can be viewed at the school: 1211 Del Mar Drive, Suite 301, Fort Bragg, CA 95437. In compliance with Government Code section 54954.2(a) Three Rivers Charter School will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the school at (707) 964-1128 at least 72 hours prior to the meeting.

Directors Present

A. Dominguez, C. Peña, J. Ries, J. Tippett

Directors Absent

E. Forster, L. Norman

Guests Present

K. Morgan

I. Opening Items

A. Call the Meeting to Order

J. Tippett called a meeting of the board of directors of Three Rivers Charter School to order on Tuesday Aug 9, 2022 at 9:07 AM.

B. Record Attendance and Guests

C. Changes to the Agenda?

No changes to the agenda.

II. Community Comment

A. Community Comment

No community comment at this time.

III. Reports

A. Director's Report

Teachers came back to school on Monday. They are in the process of planning the school year.

Lunch program is getting finalized. Kim is working to get the vendor agreement executed. Details for breakfast program are being refined. There has been interest by various parents in serving on the board. Kim and the facilities committee are getting further in the process of negotiating a longer term lease. Kim is working to increase enrollment leading up to the beginning of the school year.

IV. Board Retreat

A. Reflection and Goal Setting

Reviewed goals set one year ago for the 2021-22 school year for the CEO.

Discussed CEO goals for the 2022-23.

Discussed Board goals for 2022-23:

- 1) Continue to support CEO and teachers;
- 2) Continue moving forward with facilities improvement project and long term lease with the college;
- 3) Fill open board positions and form and activate standing committees.

B. Board Member Recruitment and Needs

Board discussed need for additional board members. Some members of the TRCS parent community have expressed interest in serving on the board. Kim will invite 2 potential candidates to next board meeting.

C. Committees

Board discussed need for standing committees. Standing committees enumerated are the following:

Governance

Finance

Facilities

Academic Excellence

Community Outreach

Board will work to fill the open board positions and then form committees in the next few months.

D. Discuss CEO Evaluation Report

See attached draft CEO Evaluation Memorandum. Board discussed contents of evaluation.

Goals for 2022-23 school year for CEO:

- 1) Reaching full enrollment (up to 95);
- 2) Securing a long term lease and moving forward with the facilities improvement project;
- 3) Focus on academic acceleration by expanding academic and enrichment programs, and promoting social and emotional well-being.

V. Action Items

A. Accept CEO Evaluation

C. Peña made a motion to accept the CEO evaluation.

A. Dominguez seconded the motion.

The board **VOTED** to approve the motion.

B. Approve CEO Contract

Board reviewed CEO contract for Kim Morgan for the 2022-23 school year. The contract includes \$72,225 as a base salary and \$4,000 reimbursement for administrator inductions program expenses. See At-Will Employment Agreement between Kim Morgan and Three Rivers Charter School.

A. Dominguez made a motion to approve the CEO contract for the 2022-23 school year.

C. Peña seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

A. Dominguez	Aye
E. Forster	Absent
L. Norman	Absent
J. Tippet	Aye
J. Ries	Aye
C. Peña	Aye

C. Remote Meetings

A. Dominguez made a motion to extend the availability of remote meeting for another 30 days in consideration of the ongoing pandemic.

C. Peña seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

E. Forster	Absent
J. Tippet	Aye
A. Dominguez	Aye
C. Peña	Aye

Roll Call

L. Norman Absent
J. Ries Aye

D. Approve Board Mtg. Schedule

J. Ries made a motion to approve the 2022-23 board meeting schedule.
A. Dominguez seconded the motion.
The board **VOTED** to approve the motion.

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 12:25 PM.

Respectfully Submitted,
J. Ries

Coversheet

Director's Report

Section:	IV. Reports
Item:	B. Director's Report
Purpose:	Discuss
Submitted by:	
Related Material:	Director's Report 8.16.22.pdf

Director's Report **August 16, 2022**

- Board Retreat- Adopted Goals for Board and CEO (Director)
 - Director Goals:
 - Reaching full enrollment (up to 95)
 - Securing a long term lease and moving forward with the facilities improvement project
 - Focus on academic acceleration by expanding academic and enrichment programs, and promoting social and emotional well-being.
 - Board Goals:
 - Continue to support CEO and teachers
 - Continue moving forward with facilities improvement project and long term lease with the college
 - Fill open board positions and form and activate standing committees.

- School Programs, Events, Highlights
 - Back to School BBQ- First Day @12pm
 - Free Breakfast and Lunch for all students
 - Tides Afterschool Program will expand to include Fridays (new hire)
 - After School Sports Program and Homework Club continue
 - Music Program and an expanded Art Program
 - Friday Rotating Electives including Student Council
 - School Community Events: STEAM Night, Science Fair, PTN Meetings and more!
 - Social Emotional Learning (SEL) curriculum
 - Tech upgrades- WiFi, charging carts

- Administrative, etc.
 - First Interim Budget under development for Sept. 15th deadline
 - Facilities proposal: Awaiting response from college
 - Enrollment for 22-23:
 - 78 Confirmed, 2 pending
 - Spaces in 1st, 4th , 7th & 8th

Coversheet

Financial Reports

Section:	IV. Reports
Item:	C. Financial Reports
Purpose:	Discuss
Submitted by:	
Related Material:	TreasurersReport2022-08-16.pdf Balance Sheet Detail 8-14-22.pdf

Three Rivers Charter School Treasurer's Report August 16, 2022

Operations and Financial Status

Summary:

According to the Balance Sheet Detail as of July 31, 2022 (attached):

- Cash in Bank: \$193,231
- Cash in County Treasury Account: \$1,216,848
- Cash in Booster Club Account: \$15,244
- Total Liabilities and Net Assets: \$1,436,205
- Accounts Receivables: \$4,616 (Due from Grantor Governments)
- Year to Date Net Gain (*Loss*): (73,862)

Notes:

- These numbers and the attached Balance Sheet Detail are as of July 31, 2022
- Reviewing the Actual to Budget Detail will give us no real insights as the school year is just beginning.
- I want to note the increase in the Total Liabilities and Net Assets from one year ago. The July 31, 2021 number was \$1,137,156. The July 31, 2022 number is \$1,436,205, or an increase of \$299,049. We should be getting the Unaudited Actuals from the 2021-22 fiscal year sometime in early September, which will give us a more accurate number for how our bottom line increased.
- Having said that, I can also say, Three Rivers is well positioned financially to take on the school rehabilitation project we are discussing with Mendocino College.
- Otherwise, we are too soon in the school year to compare Budget to Actuals numbers.

Presented by J. Tippett, Treasurer

Three Rivers Charter

July 2022

Segment Name	Filter Applied
Object	All
Restriction	All
Location	All
Lcp	All
Goal	All
Function	All
Fund	All

Group Description	Account	Account Description	
Liquidity Ratio			19.1
Assets			
Current Assets			
Cash	62-0000-0000-0000-9120-010-000	Cash in Bank(s) xxx7725	\$193,231
Cash	62-0000-0000-0000-9125-020-000	Cash in County Treasury Account	\$1,216,848
Cash	62-0000-0000-0000-9126-020-000	Cash in Booster Club Account xxx6247	\$15,244
Accounts Receivables	62-0000-0000-0000-9200-020-000	Accounts Receivables	\$284
Accounts Receivables	62-0000-0000-0000-9290-020-000	Due from Grantor Governments	\$4,616
Prepaid Expenses	62-0000-0000-0000-9330-020-000	Prepaid Expenses	\$583
Total Current Assets			\$1,430,805
Fixed Assets			
Buildings and Improvements	62-0000-0000-0000-9420-020-000	Building/Leasehold Improvements	\$11,297
Furniture and Fixtures	62-0000-0000-0000-9440-020-000	Furniture Fixtures and Equipment	\$12,853

Three Rivers Charter

July 2022

Construction in Progress	62-0000-0000-0000-9450-020-303	Construction in Progress	\$5,400
Accumulated Depreciation	62-0000-0000-0000-9425-020-000	Accumulated Depreciation - Building/Leasehold Improvements	(\$11,297)
Accumulated Depreciation	62-0000-0000-0000-9445-020-000	Accumulated Depreciation - Furniture, Fixtures & Equipment	(\$12,853)
Total Fixed Assets			\$5,400
Other Assets			
Total Other Assets			-
Total Assets			\$1,436,205
Liabilities And Net Assets			
Current Liabilities			
Accounts Payable	62-0000-0000-0000-9500-010-000	Accounts Payable-System	\$3,487
Accrued Salaries, Payroll Taxes, Postemployment Benefits	62-0000-0000-0000-9503-020-000	Accrued STRS	\$1,678
Deferred Revenue	62-2600-0000-0000-9650-020-000	Deferred Revenue	\$27,500
Deferred Revenue	62-3212-0000-0000-9650-020-000	Deferred Revenue	\$7,980
Deferred Revenue	62-3213-0000-0000-9650-020-000	Deferred Revenue	\$10,878
Deferred Revenue	62-3214-0000-0000-9650-020-000	Deferred Revenue	\$7,425
Deferred Revenue	62-3216-0000-0000-9650-020-000	Deferred Revenue	\$2,290
Deferred Revenue	62-3219-0000-0000-9650-020-000	Deferred Revenue	\$1,493
Deferred Revenue	62-7422-0000-0000-9650-020-000	Deferred Revenue	\$12,096
Total Current Liabilities			\$74,827

Three Rivers Charter

July 2022

Long Term Liabilities			
Total Long Term Liabilities			-
Total Liabilities			\$74,827
Net Assets			
Restricted Net Assets	62-0000-0000-0000-9770-020-000	Reserve for Economic Uncertainty	\$58,183
Restricted Net Assets	62-0000-0000-0000-9772-020-000	Designated Reserve for Capital Fund	\$800,000
Restricted Net Assets	62-0091-0000-0000-9780-020-000	Board Designated - Student Body	\$17,066
Unrestricted Net Assets	62-0000-0000-0000-9790-020-000	Undesignated Fund Balance	\$559,991
Profit/Loss YTD			(\$73,862)
Total Net Assets			\$1,361,378
Total Liabilities And Net Assets			\$1,436,205

Coversheet

Accept Board Member Resignation

Section: V. Discussion and Action Items- Board Organization
Item: A. Accept Board Member Resignation
Purpose: Vote
Submitted by:
Related Material: ForsterE TRCS Board Resignation.pdf

July 29, 2022

Kimberly Morgan
Three Rivers Charter School
1211 Del Mar Drive
Fort Bragg, CA 95437

Dear Kim,

Please accept this letter as my resignation from the Three Rivers Charter School Board of Directors, effective July 29, 2022. Thank you, and the Board, for the opportunity, and I look forward to continuing my relationship with the TRCS community in the capacity of Nutrition Services Coordinator for the 2022-23 school year.

Sincerely,

Emily Forster

Coversheet

Renew Board Member Terms

Section: V. Discussion and Action Items- Board Organization
Item: B. Renew Board Member Terms
Purpose: Vote
Submitted by:
Related Material: board 2022-23 - Sheet1.pdf

TRCS Board Terms						
Name	Position	Term-Start	Term-End	Officers	Pos. Term Start	Pos. Term End
Jade Tippett	Treasurer	9/28/17	9/26/23	Treasurer	5/21/19	5/20/23
Jaime Ries	Trustee	9/18/18	9/17/22	Secretary	5/21/19	5/20/21
Angela Domiguez	Trustee	9/15/20	9/15/22			
Corrina Peña	Trustee	10/19/21	10/19/23			
Lisa Norman	Trustee	12/2/21	12/2/23			

Coversheet

CSMC Contract

Section:	VI. Discussion and Action Items
Item:	B. CSMC Contract
Purpose:	Vote
Submitted by:	
Related Material:	Three Rivers Contract 22-25.pdf

CSMC Service Contract



Three Rivers Charter School

1211 Del Mar Drive, Suite 301

Fort Bragg, CA 95437

July 01, 2022

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



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CSMC Contract: Price Sheet

Three Rivers Charter School

1211 Del Mar Drive, Suite 301

Fort Bragg, CA 95437

Details - Initial Term: July 01, 2022 - June 30, 2023

Services Selected	Setup Fee	Monthly / Service Cost	Total
Back-Office Service, Payroll Service, Bundled: SIS Support, State Reporting, CALPADS	\$0.00	\$4,583.33	\$55,000.00
		Total	\$55,000.00

Summary: Entirety of Terms Set Forth

Terms	Start Date	End Date	Total
Initial Term	July 01, 2022	June 30, 2023	\$55,000.00
Year 2	July 01, 2023	June 30, 2024	\$60,000.00
Year 3	July 01, 2024	June 30, 2025	\$65,000.00

*I authorize CSMC to automatically charge my account monthly for amounts due that are outlined in this pricing sheet. **# of Estimated Payments: 12 | Estimated Monthly Amount: \$4,583.33***

Signed By:

Name: Kimberly Morgan

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 the budget for board meetings or as requested.
- **Charter Vision Access for Board Reports** - Charter School has access to the Charter Vision financial portal, which contains a convenient Board Report function that produces year-to-date financials 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 for information from the authorizing entity. Upon request, CSMC can also develop financial health analysis so the 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 the 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 the accumulated depreciation. Charter School is responsible for tagging and conducting inventories 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 the 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 packages (unless another time frame is agreed upon) of invoices, deposits, and 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 the 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 schools 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 can assist clients in preparing basic 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** – CSMC attends board meetings via teleconference and presents financial reports and analyses. In the rare event that in-person attendance and presentation are necessary, or if the Charter School prefers occasional in-person attendance, CSMC and Charter School will make appropriate arrangements.

- **CSMC can provide guidance** to assist the board in staying in compliance with the Brown Act.

4. FACILITIES

- **The facility needs assessment and planning** – CSMC works with Charter School to identify available appropriate state funding, create budget scenarios, and help clients think creatively about their facility needs to come up with viable options and solutions. (Depending on the scope of work, additional fees may apply)
- **Prop 39** – CSMC provides prior year, current year, and upcoming year ADA projections for the preparation of compliant Prop 39 requests and educates Charter schools about the Prop 39 process.

5. COMPLIANCE & 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 may provide 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 the district or state regulations.

6. CHARTER DEVELOPMENT & GRANT 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 assists in the preparation and filing of 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 can 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. (Depending on the scope of work, additional fees may apply)
- **Training** - CSMC offers an assessment of operational office systems and efficiencies to ensure compliance and efficiency. CSMC provides ongoing training to ensure that school site operations run smoothly and that all school staff understands 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. (Depending on the scope of work, additional fees may apply)
- **Facility Maintenance** - CSMC will provide analysis and devise a plan for the Charter School facilities that minimize costs while providing safe, well-maintained facilities for students.
- **IT infrastructure support** - CSMC can 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** can provide robust petition support for existing and future schools. (Depending on the scope of work, additional fees may apply)
- **CSMC can assist with the creation of charter petitions**, petition review, budget and financial plan creation, and advocacy support. (Depending on the scope of work, additional fees may apply)
- **Handbooks** - CSMC can provide the Charter School with resources to create non-financial manuals, including Principal handbooks, Employee Handbooks and Operations Manuals.
- **HR Support & systems** - CSMC has 20 years of experience providing Human Resources support for charter schools and looks forward to crafting a hybrid Human Resources support solution that works effectively for the Charter School.

8. SERVICE DELIVERY – CLIENT STANDING CALLS

CSMC utilizes a **CLIENT STANDING CALL** routine with most clients.

- This is a pre-set, recurring meeting, set to fit your schedule.
- It gives you direct access to your key CSMC contacts in each service division. One-stop.
- Ensures Responsiveness and Accessibility to Your Client Services and Support Team.
- Your assigned CSMC School Business Manager, Account Manager, and Payroll Tech participate in these calls along with your School Leadership and Business Operations team.
- CSMC facilitates the development of an advance agenda with you to address your priorities while providing your school team with the evolving information, support, and training it needs.

- Each CSMC service division contributes to this agenda to keep everyone ahead of upcoming deadlines and keep your team coordinated with ours.
- CSMC follows up with a written summary of your agreed-upon action steps and delegated tasks for our team and yours.

CSMC routinely includes these important topics on these calls:

- Review of All Compliance Due Dates. Calendar Look Ahead that integrates into Board meeting planning.
- Restricted funds spending; and tracking. Coding of invoices.
- LCAP coding; spending; and tracking

CSMC's strategic onboarding and transition plan will include a schedule of these meetings. For most new client partners, these meetings occur weekly and then transition to bi-weekly or monthly.

This time is solely for **your school, and your team**, to collaborate with your entire CSMC Client Services and Support Team!

Roles & Responsibilities - Back-Office

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 - Back-Office

CSMC	Three Rivers 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 the 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

Client is responsible for the payment of payroll processing fees to the 3rd party payroll provider. The Estimated Annual Fee is \$4,060.00

1. 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 the 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, per 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.
- CSMC clients have discovered that corrections are needed to retirement reporting (STRS/PERS) that was done before hiring CSMC as their back-office service provider. Often these required corrections may not be recognized or identified by clients, their employees, or the agencies involved until a time after the clients have contracted with CSMC. Resolution of these issues can often take months, including penalties and interest due to how the retirement agencies process and audit correcting reports. CSMC recognizes the importance of ensuring accurate retirement reporting for all your employees. CSMC has the expertise and

experience to support our clients with resolving these issues, however, depending on the time and effort required, CSMC's support may require a fee for this service arrangement.

2. 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 & Responsibilities - Payroll

Clarity on certain roles and responsibilities between CSMC and Charter School will help ensure high-quality, timely business services. Table 2 below outlines the roles and responsibilities of both parties:

Table 2: Roles & Responsibilities - Payroll

CSMC	Three Rivers 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 is sent to the client for approval by at least one working day before Charter School's payroll approval date • Advice on setting up STRS/PERS • CSMC will provide all payroll tax filing and W-2s 	<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 timecard 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 modifications. The latest Timecards and Changes can be accepted is three business days before the 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 Three Rivers Charter School 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 to solve a ticket or to gather information for 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 school's 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 regarding the utilization of the Help Desk services.
2. Present clear, concise, and measurable descriptions of each service provided to the customer.
3. Describe "Best Practices" for utilizing CSMC Help Desk services.
4. Provide opportunities for feedback to the Customer and 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 specifically identified in this agreement.

This agreement also includes provisions for the 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

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 before 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.

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 no critical data elements are missing from student records.

2.3 AUTHORIZED TECHNICAL CONTACTS

CSMC's number one priority is to protect the data of your school. 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.

ATCs 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. T

he Primary Point of Contact can contact the Help Desk to add/remove ATCs 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 can re-open the ticket by simply replying to the closed ticket notification.

2.5 SIS USER ACCESS

School personnel is 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.

This must be managed precisely to ensure that your database is secure and that only authorized staff members always have access. As staff members leave or are terminated, their accounts should immediately be deactivated as a security measure.

2.6 SUPPLEMENTAL SYSTEM ACCESS

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 account. If the LEA Administrator's 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 the completion of each item above.

3.0 CSMC SCOPE OF SERVICES

CSMC's Help Desk offers a specific, but limited, an array of support services for Schools. Our catalog of services includes essential services that are often too complex or costly for smaller schools, CMOS, 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. The name of the report you are running, parameters you are setting, and screenshots 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 the 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 students. 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 on the following three levels:

Urgency	Definition
High	Requires immediate attention
Medium	Requires resolution soon



Low	Does not require significant urgency
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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	1	2	3
Medium	2	3	4
Low	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 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 the 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 set up as stated in the application setup guide.

3.4 ON-SITE SIS TRAINING

To ensure your school or district's 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 training 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 reports, etc.
- Scheduling Students
 - How to view and modify an individual student's 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 Administrator training include Administrators, Principals, Office Staff, Counselors, Registrars, Secretaries, Special Education Coordinators, and Lunch Staff.

Teacher Training Topics Covered:

- Logging in to take attendance vs. logging in to grade book
- 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. A school administrator must 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 training, Authorized Technical Contacts at each school will have unlimited Help Desk support which includes remote assistance. If, however, additional on-site training is requested CSMC offers customized Administrative and Teacher training 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 an 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 the 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 users, server management plays an important role in the smooth operation of your PowerSchool instance. It helps in the scalability, performance, and capacity of your site. The two options for hosting your PowerSchool server are (1) Self-Hosting, and (2) PowerSchool 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.

3.8 SIS CONVERSIONS

Many schools do not remain with the same SIS for various reasons. CSMC provides support for SIS conversions. We will provide the Primary Point of Contact or the school's 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's 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 it as needed before importing it 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 consider this 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.

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 Enrollment, Multiple Identifiers, and Exit Reason Discrepancies to ensure certification.
- Create new SSIDs and exit transferred students on CALPADS on a bi-weekly basis. Urgent SSID requests can be expedited by submitting a Help Desk ticket.
- Provide a Primary Point of Contact with all aggregate reports and a sign-off sheet with each of the three submissions.
- Work with the Primary Point of Contact before and during the 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 aid 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. Customers 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 before 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. Customers 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 staffing will be communicated immediately to CSMC so that at least one Primary Point of Contact is always maintained.
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. Customers 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 the implementation project will be invoiced and paid by the 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. The 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. Customers will provide data and information requested in a timely and efficient manner and work cooperatively with CSMC during the setup and configuration of all schools.
10. Customers 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. The 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. Customers 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 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, the Customer's leadership team and specifically the Primary Point of Contact must 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" 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 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 COMPLIANT ESCALATION & RESOLUTION PROCEDURES

Registering a formal complaint.

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

- The expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document regarding 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, the rationale for the change, and the effect the change will have on the project.

8.2 PCR REVIEW

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.

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, 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 a copy (e.g., written documents) for school websites.
7. CSMC does not complete data entry tasks. An 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 mobile 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 are 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 page? If so, we can customize PowerSchool to meet your needs.

Customization requests 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's 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's 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 training 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 data entered on this form.

E. PowerScheduler Load Process (\$2500)

PowerScheduler is a powerful tool that can schedule most of 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 schools with less than 500 students.

F. Custom PowerSchool Reports - \$95/hr

Have 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 in 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 & Three Rivers Charter School

This Master Services Agreement ("Agreement") is entered into as of **July 01, 2022** ("Effective Date"), by and between Charter School Management Corporation ("CSMC"), and Three Rivers Charter School ("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 June 30, 2025 (the "Initial Term"). This Agreement shall automatically renew for consecutive additional 3-year terms unless either party provides written notice of non-renewal to the other at least 90 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 outlined in the 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 the Scope Services at any time.
3. **Excluded Services:** Other than the Services outlined in the 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 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:
 - a. **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 outlined in the Scope of Service ("Services Fee"). This Services Fee shall apply to the provision of Services starting **July 01, 2022**
 - i. **Revision of Services Fee During Term:** Upon mutual written agreement, the parties may modify the Services Fee by revising the 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 good faith discussions to increase or decrease the Services Fee.

- b. **The 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.
 - i. The A la carte services may include grant-writing (e.g., PCSGP), any in-person board attendance beyond 24 hours in a year, drafting new and renewal charter petitions, facility acquisition and lease negotiation support, and 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 the Scope of Services, Charter School shall be responsible for the following:
 - c. **Timely Submission of Information:** 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) fail 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.
 - d. **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, 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.
 - e. **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.
 - f. **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.

- g. **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 a 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, a 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 the 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 all claims, damages, and costs (including legal fees) of the Charter School arising from this Agreement is limited to the number 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) 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 assessment in making any hiring decision. CSMC does not warrant or

guarantee the services, work, or results of any service provider, person, or company that 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 a period of **30** months after such person terminates 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 CSMC an amount equal to **30%** 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 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. The arbitration shall be governed by the JAMS Comprehensive Arbitration Rules and Procedures conducted in 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:**
 - h. Either party may terminate this Agreement for breach of a material term or condition of this Agreement upon **90** 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 before the effective date of termination.
 - i. 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 before the effective date of termination, and Charter School shall also pay CSMC for 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 outlined in its charter(s).
16. **Indemnification:** Charter School shall indemnify CSMC and hold harmless its directors, officers, employees, and agents from and against 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 during this Agreement they may have access to certain information proprietary to each other, which may include but are 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. If either party receives a request for disclosure of the other party's information, including Proprietary Information, (whether according 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 products 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 any agency, partnership, joint venture, or any other type of relationship except the contract relationships established herein. CSMC shall be free to provide similar services to 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 under this Section.

CSMC
<p>CSMC 43460 Ridge Park Dr. Temecula, CA 92590 slanni@csmci.com Attn: Sandro Lani</p>

Three Rivers Charter School
<p>Three Rivers Charter School 1211 Del Mar Drive, Suite 301 Fort Bragg, CA 95437 director@trcschool.org Attn:Kimberly Morgan</p>

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 concerning the subject matter contained herein and supersedes all agreements, representations, and understandings of the parties concerning such subject matter made or entered into before 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. A 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.

Charter School Management Corporation
Name: Sandro Lanni
Title: President
Date:
Signature:

Three Rivers Charter School
Name: Kimberly Morgan
Title: School Leader/Principal
Date:
Signature:

Coversheet

2022-23 Consolidated Application

Section:	VI. Discussion and Action Items
Item:	C. 2022-23 Consolidated Application
Purpose:	Vote
Submitted by:	
Related Material:	22-23 Con App approval.pdf

**Three Rivers Charter
BOARD OF DIRECTORS AGENDA ITEM
Action Item**

RECOMMENDATION: Approve the 2022-23 Consolidated Application.

BACKGROUND INFORMATION:

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits Part I of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs.

Part II of the application is submitted in the fall of each year and contains the school's entitlements for each funded program. Out of each state and federal program entitlement, districts can allocate funds for indirect costs of administration, for programs operated by the district office, and for programs operated at schools.

CURRENT INFORMATION:

Title I, Part A Basic Grant- ESSA

Funds are used to support effective, evidence-based educational strategies that close the achievement gap and enable the students to meet the state's challenging academic standards.

Title II, Part A, Teacher Quality

Funds are designated to ensure compliance with professional development activities and to support teachers meeting state and ESSA credentialing requirements.

TITLE III, Language Instruction of English Learners - NA

Funds are to assist EL students to acquire English and meet grade-level achievement and graduation goals.

Title IV. Part A, Student Support

This program provides funding to improve students' academic achievement by increasing school district capacity to:

1. Provide all students with access to a well-rounded education;
2. Improve school conditions for student learning; and
3. Improve the use of technology in order to improve the academic achievement and digital literacy of all students.

Coversheet

Vendor Agreement with Harvest Market

Section: VI. Discussion and Action Items
Item: D. Vendor Agreement with Harvest Market
Purpose: Vote
Submitted by:
Related Material: TRCS Harvest Market Vending Agreement 8.5.22 (1).pdf



Vended Meals Contract For the National School Lunch Program Between Three Rivers Charter School and Harvest Market

This Agreement (“Agreement”) is entered into by and between Three Rivers Charter School “TRCS” hereinafter referred to as the School Food Authority (SFA), and Harvest Market, hereinafter referred to as the Vendor. The effective date of this Agreement is August 1, 2022.

This Agreement sets forth the terms and conditions upon which the SFA retains the Vendor to provide meals for the SFA’s nonprofit and a la carte food service program. Furthermore, this Agreement sets forth the terms and conditions upon which the SFA will purchase meals from the Vendor and the Vendor will provide meals for the SFA’s nonprofit food service program. The SFA and Vendor agree to abide by the rules and regulations governing the Child Nutrition Programs, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR 210 (National School Lunch Program), 7 CFR 215 (Special Milk Program), 7 CFR 220 (School Breakfast Program), 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk), 7 CFR 250 (Food Distribution Program), 7 CFR 225 (Summer Food Service Program for Children), and 7 CFR 3052 (Audit Requirements).

Food Service Vendor:

Harvest Market
171 Boatyard Drive
Fort Bragg, CA 95437
707-964-7000 ext. 38
Contact: William White

School Food Authority:

Three Rivers Charter School
1211 Del Mar Drive, Suite 301
Fort Bragg, CA 95437
707-964-1128
Contact: Kimberly Morgan

Schedule: Monday through Friday 11:00am, following the 2022-23 TRCS calendar

Cost per meal: \$6.00 /meal **does not include milk or fresh fruit*

Menu: Attachment B attached to this agreement outlines meals for two week rotating menu.

A. Agreement Period

The initial agreement period shall be August 1, 2022 to June 30, 2023. Both parties agree to enter into this Agreement for one-year period with the option to renew the Agreement for up to four (4) additional one-year periods by mutual agreement of the SFA and Vendor. Renewal shall be based on customer satisfaction with products, service, and price.

Annual Escalator Clause; changes in the per-meal price may be considered by the SFA only at the time of renewal. Any proposed per-meal price changes must be accompanied by documentation supporting such increase. The SFA reserves the right to accept or reject any proposed price changes, in the best interest of the SFA. If the proposed per-meal price changes are accepted, they shall become effective on the first day of the contract renewal period.

Conditions for an annual escalator clause; the fixed per-meal price may be subject to an annual escalator as stipulated in this Agreement. Adjustment factors may include changes in third-party price indices from the Consumer Price Index (CPI); U.S. Bureau of Labor Statistics, Division of Consumer Prices and Price Indexes, PSB Suite 3130, 2 Massachusetts Avenue, NE Washington, DC 20212-0001 for all urban consumers for the Lake and Mendocino County area; website at <http://www.bls.gov/cpi>. SFA will consider the lesser of the following two options either—1) the average CPI (Food Away From Home) for the previous year or 2) three percent (3%).

In the event of a general price decrease the SFA reserves the right to revoke the bid award unless the decrease is passed on to the SFA.

B. The Vendor Agrees to

1. Invoice SFA for unitized meals in accordance with the number of meals requested.
2. Provide the SFA, for approval, a proposed cycle menu for the operational period, at least five operating days prior to the beginning of the period to which the menu applies. Any changes to the menu made after SFA approval must be approved by the SFA, and documented on the menu records. Meals must be planned, prepared, and served (if applicable) to meet the USDA meal pattern requirements and nutritional standards as outlined in Attachment A, Minimum Food Specifications.
3. Maintain full and accurate records that document:
 - a. the menus were provided to the SFA during the term of this Agreement,
 - b. a listing of all components of each meal,
 - c. an itemization of the quantities of each component used to prepare said meal, and
 - d. providing the SFA with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.

The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the *USDA Food Buying Guide* or child nutrition labels or manufacturers' product information statement when calculating and recording the quantity of food prepared for each meal.

4. Maintain cost records such as invoices, receipts, and/or other documentation that exhibit the purchase or otherwise availability to the Vendor of the meal components and quantities itemized in the meal preparation records.
5. Maintain, on a daily basis, an accurate count of the number of meals, by meal type, prepared for and provided to the SFA. Meal count documentation must include the number of meals requested by the SFA.
6. Allow the SFA to increase or decrease the number of meal orders, as needed, when the request is made within 24 hours of the scheduled delivery time.
7. Present to the SFA an invoice accompanied by reports which itemizes the previous month's meals provided to the SFA no later than the 15th day of each month. The Vendor agrees to forfeit payment for meals which are not ready within one (1) hour of the agreed upon time for meals to be provided to the SFA, are spoiled, or unwholesome at the time of pickup by the SFA, or do not otherwise meet the meal requirements contained in this Agreement. The Vendor shall pay the SFA the full amount of any meal overclaims which are attributable to the Vendor's negligence, including those overclaims based on reviews or audit findings that occurred during the effective dates of original and renewal of the awarded contracts. In cases of nonperformance or noncompliance on the part of the Vendor, the Vendor shall pay the SFA for any excess costs the SFA incurs by obtaining meals from another source.
8. Provide the SFA with a copy of all permits and licenses required by California law for the food service facility in which it prepares meals for the National School Lunch Program/School Breakfast Program (NSLP/SBP). The Vendor shall ensure that all health and sanitation requirements of the California Retail Food Code are met at all times.
9. Operate in accordance with current NSLP/SBP regulations. The Vendor agrees to comply with all other USDA regulations regarding food service vendors including those specified for commercial food service if applicable.
10. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
11. Be paid by the SFA for all meals provided to the SFA in accordance with this Agreement and NSLP/SBP meal pattern requirements. Neither the California Department of Education (CDE) nor USDA will assume any liability for payment of differences between the number of meals prepared by Vendor for the SFA and the number of meals served by the SFA that are not eligible for reimbursement.
12. Make substitutions in the food components of the meal pattern for students with disabilities when the disability is certified by a signed statement from a licensed physician. For nondisabled students who are unable to consume regular meals because of medical or other special dietary need substitutions shall be made on a case-by-case basis when supported by a signed statement from a medical doctor or recognized medical authority, or in the case of a request for a milk substitution, by a medical authority or a parent. There will be no additional charge to the student for such substitutions.
13. Provide access, with or without notice, to all of the Vendor's facilities for purposes of inspection and audit.

C. The SFA Agrees to:

1. Request by telephone no later than 24 hours, an accurate number of meals to be provided to the SFA each day. Notify the Vendor of necessary increases/decreases in the number of meals ordered within 24 hours of the scheduled time. Errors in meal orders shall be the responsibility of the SFA making the error.
2. Ensure that a SFA representative is available at the pickup site, at the specified time on each specified day to receive, inspect, and sign for the requested number of meals. This individual will verify the temperature, quality, and quantity of each meal provided to the SFA. The SFA assures the Vendor that this individual will be trained and knowledgeable in the recordkeeping and meal requirements of the NSLP/SBP, and with local health and safety codes. Provide personnel to serve meals, clean the serving and eating areas, and assemble transport carts and auxiliary items for pick up by the Vendor (if applicable) on all service days.
3. Notify the Vendor within ten days of receipt of the next month's proposed cycle menu of any changes, additions, or deletions.
4. Provide the Vendor with information on how to access or a copy of the federal NSLP/SBP meal pattern requirements, the USDA Food Buying Guide; and all other technical assistance materials pertaining to the food service requirements of the NSLP/SBP. The SFA will, within 24 hours of receipt from CDE, advise the Vendor of any changes in the food service requirements.
5. Pay the Vendor by the 30th day of each month the full amount as presented on the monthly itemized invoice. Notify the Vendor within 48 hours of receipt of any discrepancy in the invoice. Pay the Vendor for all meals SFA in accordance with the agreement. Neither CDE nor USDA assumes any liability for payment of the difference between the number of meals prepared, and the number of meals served by the SFA that are ineligible for reimbursement.
6. Retain control of the quality, extent, and general nature of the food service operation; and establish all program and non-program meal and a la carte prices.
7. Be responsible for loss or damage to equipment owned by the Vendor while in the possession of the SFA.
8. Submit a signed copy of the annual renewal amendment to the CDE prior to approval of the SFA online contract for participation in NSLP.

D. USDA FOODS

If SFA desires to participate in the USDA Foods Program and the Vendor agrees to use USDA Foods in accordance with federal and state regulations, then both the SFA and Vendor will need to sign the "Addendum to the Vended Meals Agreement for Participation in USDA Foods Program".

E. Termination

1. **Mutual Agreement Termination:** With mutual agreement of both parties to this Agreement, upon receipt and acceptance of not less than sixty (60) days of written notice, this Agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.
2. **Non-Performance of Agreement and Termination:**
 - a. Except as may be otherwise provided by this Agreement, this Agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
 - b. The SFA may terminate this Agreement immediately upon written notice to Vendor if the Vendor becomes the subject of a proceeding under state or federal law for the relief of debtors or if an assignment is made for the benefit of creditors, or if Vendor loses its license or other ability to provide the required products and services, or if Vendor takes any action that violates any applicable laws (including, but not limited to, state and federal law governing the NSLP/SBP).
 - c. Any agreement termination resulting from any cause other than a Force Majeure event or termination for non appropriations will be deemed valid reason for not considering any future proposal or bid from the defaulting Vendor.
3. **Termination for Convenience:** The SFA may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Vendor.
4. **Final Payments:** Upon any termination of this Agreement, the SFA will pay for all meals received up to the effective date of termination. The Vendor shall submit all required reports and other information.

F. Standard Terms and Conditions

1. **Terms and Conditions:** Vendor must be fully acquainted with terms and conditions relating to the performance of this Agreement. Failure or omission of Vendor to be familiar with existing conditions shall in no way relieve the Vendor of obligation with respect to this agreement.
2. **State and Federally Required Contractual Provisions:** Vendor must have obtained, and will continue to maintain during the entire term of this Agreement, all permits, approvals or licenses necessary for lawful performance of its obligations under this Agreement. In addition, Vendor is responsible to abide by all applicable federal and state laws and policies of CDE and state and local boards of education, as applicable, when providing services under this Agreement.
3. **Equal Employment Opportunity:** Vendor shall comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
4. **Labor and Civil Rights Laws:** Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment. In connection with Vendor's performance of work under this Agreement, Vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of sex, age, race, color, religion, creed, sexual orientation, gender identity, national origin, or disability. Vendor shall also comply with applicable Civil Rights laws as amended including but not limited to Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-6, Civil Rights Compliance and Enforcement in School Nutrition Programs.
5. **Clean Air Act and Energy Policy and Conservation Act:** Vendor shall comply with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), as applicable, as well as the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871, and any related state energy laws, as applicable. Vendor shall report all violations to the SFA and to the relevant federal or state agency as appropriate.
6. **Breach of this Agreement and Remedies:** If Vendor fails to comply with any of the terms and conditions of this Agreement; the SFA has the option to send Vendor a ten (10) business day Notice to Cure the defect or breach. During the ten-day Notice to Cure, the parties may meet and confer to discuss the resolution of the defect or breach.

If there is not a satisfactory resolution at the end of the ten-day Notice to Cure, the SFA has the option to immediately cancel all or any part of the order. Such cancellation shall not be deemed a waiver by SFA of any rights or remedies for any breach by Vendor. SFA expressly reserves all rights and remedies provided by statute or common law in the event of such breach. Without limiting the foregoing, the SFA may, at its option, require Vendor to repair or replace, at Vendor's expense, any products or goods, which caused the breach.

The remedies of the SFA is cumulative, and additional to any/or other further remedies provided by law. No waiver of any breach shall constitute a waiver of any other breach.

- a. **Indemnify and Hold Harmless:** Vendor shall indemnify, defend, and hold harmless the SFA, its directors, officers, employees, and agents from and against and all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Vendor's negligence, breach, defect in food products, or other performance of the Agreement, or violation of any law or right of a third party, or that of Vendors' employees, subcontractors, or agents. Vendor agrees to notify the SFA by certified mail return receipt request, or by overnight courier immediately upon knowledge of any claim, suit, action, or proceedings.
 - b. Such indemnification obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligations to indemnify, which would otherwise exist as to any party or person.
8. **Force Majeure:** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, fires, floods, quarantine restrictions, strikes or other labor disputes, illegality, and/or any other cause beyond the reasonable control of the party whose performance is affected.

9. **Waiver:** No claims or rights arising out of a breach of this Agreement can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved party.
10. **Taxes:** The SFA has tax-exempt status.
11. **Buy American:** Vendor will comply with the Buy American requirement, which dictates that SFAs participating in the federal school meal programs are required to purchase domestic commodities and products for SFA meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the U.S. and a food product that is processed in the U.S. substantially (at least 51 percent) using agricultural commodities that are produced in the U.S. (7CFR210.21, 220.16).
12. **Food Laws:** Vendor shall operate in accordance with all applicable laws, ordinances, regulations and rules of federal, state, and local authorities, including but not necessarily restricted to a Hazard Analysis and Critical Control Point (HACCP) plan. SFA may inspect Vendor's facilities and vehicles.
13. **Food Recall:** Vendor shall comply with all federal, state, and local mandates regarding the identification and recall of foods from the commercial and consumer marketplace. Vendor shall have a process in place to effectively respond to a food recall; the process must include accurate and timely communications to the SFA and assurance that unsafe products are identified and removed from SFA sites in an expedient, effective, and efficient manner. Vendor shall maintain all paperwork required for immediate and proper notification of recalls for full and split cases.
14. The Vendor shall comply with all other pertinent state and federal laws.
15. **Records:** Vendor and SFA shall retain all required records for a period of three (3) years after SFA makes final payment and all other pending matters are closed including any ongoing audits or the end of the fiscal year to which they pertain, whichever is greater. Upon request, make all accounts and records pertaining to the Agreement available to the certified public accountant hired by the SFA, representatives CDE, USDA, and the Office of Inspector General (OIG) for audits or administrative reviews at a reasonable time and place. Surrender to the SFA, upon termination of the Agreement, all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order, complete, and legible.
16. **Insurance:** Vendor shall carry and maintain during the entire term of this Contract the following insurance coverage:
 - (a) Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy(ies) so secured and maintained shall include, among other things, coverage for contractual or assumed liability, products liability, and owned, hired and non-owned automobiles insurance and shall be maintained with so self-insured retention; Workers' Compensation Insurance in such amounts as may be required by law; and Such other insurance as is customarily maintained by large-scale processors and distributors of food products of the type, quality and grade provided for under this Contract.
 - (b) Vendor shall furnish to the SFA certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the SFAs board's approval of the Contract or prior to the first delivery of food products hereunder, whichever occurs first, which certificates shall be endorsed as follows:

"This policy shall not be suspended, canceled, reduced in coverage, or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the SFA. Date of suspension, cancellation, reduction, or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the SFA with respect to the matters covered by such policy shall be excess and non-contributing."
 - (c) The certificates of insurance and insurance policies required under this Contract shall name the SFA indemnities as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the SFA within the time period provided in subsection (b) above, the SFA may declare the Contract unexecuted and void. The SFA reserves the right to require complete certified copies of the required insurance policies.

- (d) The insurance companies providing the insurance required under this Contract shall be subject to the SFA's prior written approval, which shall not be unreasonably withheld.

- (e) If Vendor fails to purchase and maintain any insurance required under this Section, the SFA may, but shall not be obligated to, upon five (5) days' written notice to Vendor, purchase such insurance on behalf of Vendor and shall be entitled to be reimbursed by Vendor promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Vendor hereunder. Any amounts expended by the SFA hereunder shall bear interest from the date expended until repaid to the SFA at the rate of ten percent (10%) per annum.

21. Non-Exclusive. The provisions of this contract shall in no way prohibit the SFA from making incidental purchases from another vendor or supplier for the same or similar good and/or services listed herein.

G. General Assurances

1. **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.
2. **Sole Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.
3. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service, or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address or facsimile number as set forth below, or as subsequently modified by written notice.
4. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (1) such provision shall be excluded from this Agreement, (2) the balance of the Agreement shall be interpreted as if such provision were so excluded and (3) the balance of the Agreement shall be enforceable in accordance with its terms.
5. **Advice of Counsel.** Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. CDE is not a party to any contractual relationship between a SFA and a Vendor. CDE is not obligated, liable, or responsible for any action or inaction taken by a SFA or Vendor based on this Agreement template. CDE's review of the Agreement is limited to assuring compliance with federal and state procurement requirements. CDE does not review or judge the fairness, advisability, efficiency, or fiscal implications of the Agreement

School Food Authority and Vendor Signatures

Kimberly Morgan, School Director

Date

1211 Del Mar Dr. Ste. 301
Fort Bragg, CA 95437
707-964-1128

Jennifer Bosma, Vice President

Date

171 Boatyard Drive,
Fort Bragg, CA 95437
707-964-7000

Minimum Food Specifications

To be completed by SFA. CDE does not approve, evaluate, or endorse specifications.

Examples may include the following listed below.

Meat/Seafood—All meats, meat products, poultry products, and fish must be government-inspected.

- Beef, lamb, and veal shall be USDA Grade Choice or better
- Pork shall be U.S. No.1 or U.S. No. 2
- Poultry shall be U.S. Government Grade A
- Seafood to be top grade, frozen fish—must be a nationally distributed brand, packed under continuous inspection of the USDA

Dairy Products—All dairy products must be government-inspected.

- Fresh eggs, USDA Grade A or equivalent, 100 percent candled
- Frozen eggs, USDA—inspected
- Milk, pasteurized Grade A

Fruits and Vegetables

- Fresh fruits and vegetables selected according to written specifications for freshness, quality, and color—U.S. Grade A Fancy
- Canned fruits and vegetables selected to requirements—U.S. Grade A Choice or Fancy (fruit to be packed in light syrup or natural juices)
- Frozen fruits and vegetables shall be U.S. Grade A Choice or better

Baked Products

- Bread, rolls, cookies, pies, cakes, and puddings either prepared or baked on premises or purchased on a quality level commensurate with meeting USDA breakfast and lunch requirements, as applicable

Staple Groceries

- Staple groceries to be a quality level commensurate with previously listed standards

Attachment B

The following meals will be prepared by Harvest Market for Three Rivers Charter School at a cost of **\$6.00 per meal**.

Three Rivers Charter School Rotating Lunch Menu**Week 1**

Monday	Tuesday	Wednesday	Thursday	Friday
Turkey and cheese Sandwich with Lettuce & Tomato Side of Baby Carrots	Black Bean and Cheese Burrito Side of Corn	Veggie Lasagna With sauteed Zucchini & Pesto Parmesan Bread	Black Bean Chili & Corn Bread	Ham and Cheese with Veggies Wrap Side of Baby Carrots

Week 2

Monday	Tuesday	Wednesday	Thursday	Friday
Chicken or Veggie Pizza Side of Baby Carrots	Orange Chicken with Brown Rice and Stir Fried Vegetables	Ham and Cheese Sandwich with Lettuce & Tomato Side of Baby Carrots	Whole Grain Pasta Bake with Sauteed Zucchini	Turkey and Cheese with Veggies Wrap Side of Baby Carrots

Coversheet

TRCS Wellness Policy

Section:	VI. Discussion and Action Items
Item:	E. TRCS Wellness Policy
Purpose:	Vote
Submitted by:	
Related Material:	Student Wellness Policy Rev. 8.6.22.docx.pdf



Three Rivers Charter School

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Student Wellness - TRCS Board Policy 5.7

The Executive Director or designee shall build a coordinated school health system that supports and reinforces health literacy through health education, physical education, health services, nutrition services, psychological and counseling services, health promotion for staff, a safe and healthy school environment, and parent/guardian and community involvement.

Nutrition Education and Physical Activity Goals

The Board shall adopt goals for nutrition education, physical activity, and other school-based activities that are based on research, consistent with the expectations established in the state's curriculum frameworks, and designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

Nutrition education shall be provided as part of the health education program, which fosters and promotes health literacy. Health literacy is defined as the capacity of an individual to obtain, interpret, and understand basic health information and services and the competence to use such health information and services in ways that are health-enhancing.

All students shall have the opportunity, support and encouragement to be physically active on a regular basis through physical education instruction and physical activity programs.

Goals for Other School-based Activities

The Board believes that other school-based activities should support and promote optimal health and shall adopt goals to relate such activities to student wellness.

Program Implementation and Evaluation

It is the general responsibility of the entire school community to strive to uphold the school's goals set forth for proper nutrition and physical activity.

The Executive Director or designee shall recommend for Board approval specific quality indicators that will be used to measure the implementation of the policy district-wide and at each district school.



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Legal Reference:

EDUCATION CODE

49430-49436 Pupil Nutrition, Health, and Achievement Act of 2001

49510-49520 Nutrition

49530-49536 Child Nutrition Act

51222 Physical education

51223 Physical education, elementary schools

CODE OF REGULATIONS, TITLE 5

15530-15535 Nutrition education

WEB SITES

CSBA: <http://www.csba.org>

Ca. Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California Department of Health Services: <http://www.dhs.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition): <http://www.californiaprojectlean.org>

Centers for Disease Control and Prevention (CDC): <http://www.cdc.gov>

Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>

National Association of State Boards of Education: <http://www.nasbe.org>

National School Boards Association: <http://www.nsba.org>

School Nutrition Association: <http://www.schoolnutrition.org>

Society for Nutrition Education: <http://www.sne.org>

U.S. Department of Agriculture: http://www.fns.usda.gov/tn/Healthy/wellnesspolicy_steps.html

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Revised: August 16, 2022

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