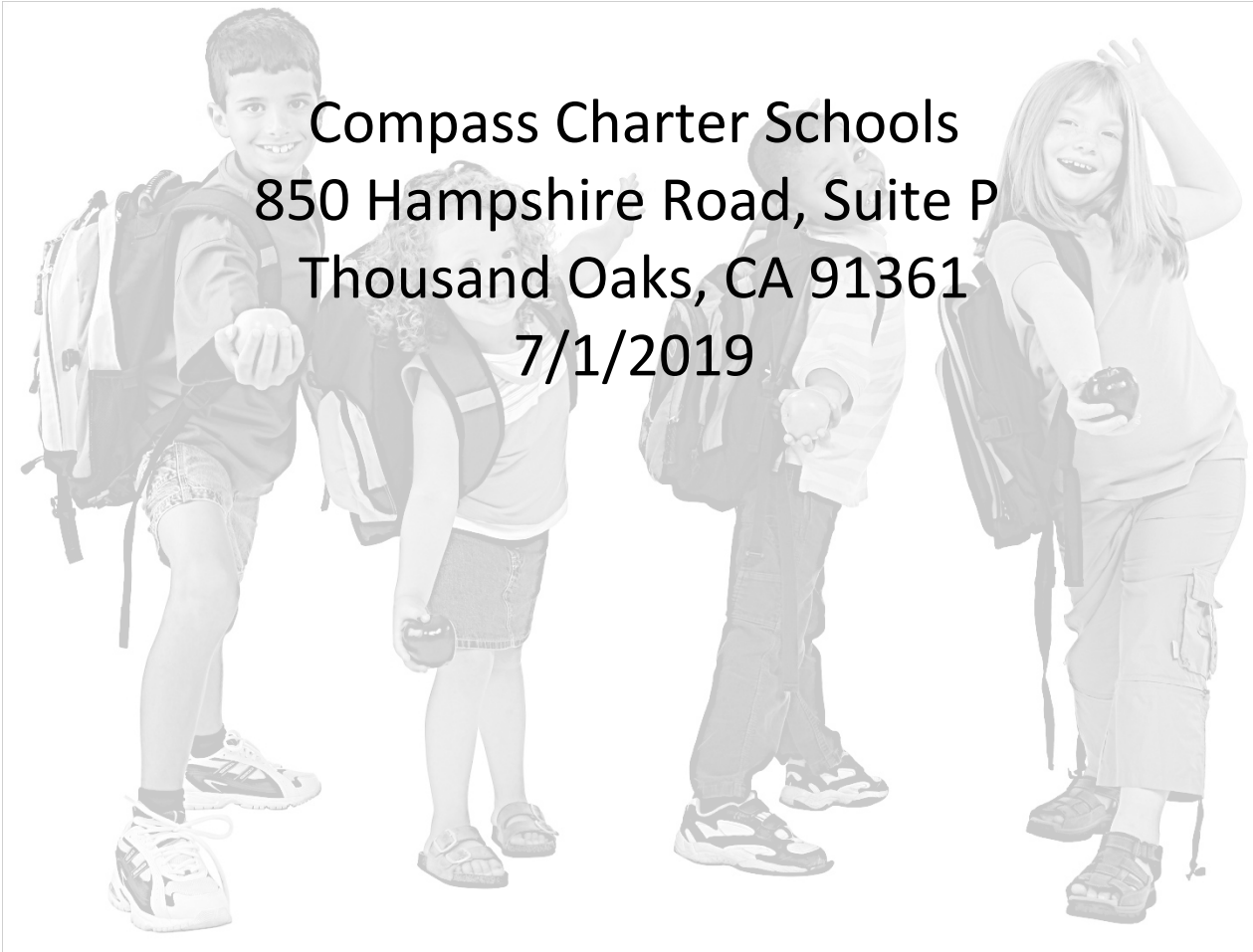




## Service Contract



Compass Charter Schools  
850 Hampshire Road, Suite P  
Thousand Oaks, CA 91361  
7/1/2019

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

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# CSMC CONTRACT : PRICE SHEET



**Compass Charter Schools**  
 850 Hampshire Road, Suite P  
 Thousand Oaks, CA 91361

Details : Initial Term 7/1/2019 - 6/30/2020

Services Selected	Setup Fee	Unit Cost	Units	Total Cost
Bundled-Back Office, Payroll, Attendance & CALPADS	\$0		12	3% of Total Revenues
			<b>Total</b>	<b>\$0</b>

Summary : Entirety of Terms Set Forth

Term Description	Term Start Date	Term End Date	Total Price
Initial Term	7/1/2019	6/30/2020	3% of Total Revenues
Year 2	7/1/2020	6/30/2021	3% of Total Revenues
Year 3	7/1/2021	6/30/2022	3% of Total Revenues

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

**Signed By:**

**Name: J.J. Lewis**

**Date:**

**Signature:**



### 1. FINANCE & ACCOUNTING

#### Budgeting:

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

#### Financial Statements:

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

#### Accounting:

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

required.

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

## Accounts Payable & Receivable:

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

## Purchasing:

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

## Government Financial Reporting:

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

## SB 740 compliance

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

## 2. BUSINESS CONSULTING

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

## 3. BOARD MEETING SUPPORT

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

## 4. FACILITIES

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

## 5. COMPLIANCE AND ACCOUNTABILITY

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

## 6. CHARTER DEVELOPMENT AND GRANTS ADMINISTRATION

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

## 7. OPERATIONS SUPPORT

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



## Roles and Responsibilities

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

**Table 1: Roles & Responsibilities**

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

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

### LATE FEES AND WARNINGS

**Accounts Payable:**

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

### Payroll Support

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

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

### Human Resources & Benefits

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

## Roles and Responsibilities

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

**Table 1: Roles & Responsibilities**

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

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

### LATE FEES and WARNINGS

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

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

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

#### Attendance Support Services Include:

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

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

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

### Charter 20 Day Report

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

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

### CALPADS Support

There are over 100 data entry points within a Student Information System that are required for the various submission phases of CALPADS. With each passing year, your CALPADS data is becoming more and more critical to funding (LCFF), accountability (defining of subgroups), and assessment functions (TIDE & Smarter Balanced). The necessity of submitting accurate data to CDE is vital to the success of your school.

CSMC assists you through the entire CALPADS process from extracting your files, uploading your data, and correcting all certification errors for you.

#### CALPADS Services Included:

- ✓ 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, SWAV, SCTE).
- ✓ 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.
- ✓ Communicate with school and neighboring districts in resolving Concurrent Enrollments, Multiple Identifiers, and Exit Reason Discrepancies to ensure certification.
- ✓ Create new SSID's and exit transferred students on CALPADS on a weekly basis. Minimum required student information is required to be populated in PowerSchool in order for CSMC to provide this service. The fields required are (Last Name, First Name, Date of Birth, Gender, Birth Country, Enrollment Start Date, Enrollment Status, & Grade Level). Refer to CALPADS Validation tool.
- ✓ Provide Primary Point of Contact with all aggregate reports and a sign off sheet with each of the three submissions.
- ✓ Work with Primary Point of Contact before and during amendment window in correcting any data entry errors.

## MASTER SERVICES AGREEMENT BETWEEN CSMC & Compass Charter Schools

This Master Services Agreement ("Agreement") is entered into as of 7/1/2019 ("Effective Date"), by and between Charter School Management Corporation ("CSMC"), and Compass Charter Schools ("Charter School" or "Client"), for CSMC's provision of back office services to Charter School on the terms set forth herein:

**1. Term:** The term of this Agreement shall be from the Effective Date until 6/30/2020 (the "Initial Term"). This Agreement shall automatically renew for consecutive additional 2 year terms unless either party provides written notice of non-renewal to the other at least 60 days prior to the expiration of the then-current term (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) are referred to as the Term.

**2. Services:** CSMC shall perform the services set forth in Scope of Services attached hereto and incorporated herein, which may include finance and accounting, payroll and human resources support, business consulting, board meeting support, facilities guidance, compliance, and charter development and grants administration support services. Upon mutual written agreement, the parties may modify the scope of Services by revising Scope of Services at any time.

**3. Excluded Services:** Other than the Services set forth in Scope of Services, CSMC is not responsible for any other services, unless mutually agreed to in writing. Examples of excluded services include, but are not limited to, legal services or legal costs, technology installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant-writing or fund-raising, hiring, meetings with outside parties (e.g., the Charter School Board or authorizer) beyond those meetings required to accomplish the Services, Special Education administration, testing, assessment, compliance with the Every Student Succeeds Act, compliance with government grant requirements, audits, attendance accounting, employee performance reviews, Student Information Systems support, and other outside professional services costs (“Excluded Services”). If the Charter School wishes to obtain Student Information Systems support, the parties shall enter into a supplemental service level agreement that outlines the parameters of all student data services.

**4. Compensation:** In exchange for CSMC’s provision of the Services, Charter School agrees to pay as follows:

- **Services Fee:** CSMC does not solely base its fees on the number of students at a charter school. Instead, it provides an economic, tailored flat rate that is a result of CSMC’s discussion with the school about its specific needs. The fee for Services for Charter School shall be as set forth in Scope of Service (“Services Fee”). This Services Fee shall apply to the provision of Services starting 7/1/2019.
  - **Revision of Services Fee During Term:** Upon mutual written agreement, the parties may modify the Services Fee by revising Scope of Services at any time, e.g. to reflect an agreed-upon change in the scope of Services. CSMC also closely tracks the hours it spends on performing the tasks for Charter School. If at any time CSMC or Charter School believes the Services Fee does not accurately reflect the amount of work and resources expended by CSMC, the parties shall enter into good faith discussions to increase or decrease the Services Fee.
- **Rate for A La Carte Services:** Should Charter School desire a la carte services at any time during the Term, CSMC would be pleased to provide such a la carte services subject to CSMC’s capacity and written agreement. A la carte services shall be provided at the Discounted Fee Rate described in subsection 4.b above, unless the parties mutually agree on another rate.
  - The A la carte services may include: grant-writing (e.g., PCSGP), LCAP and annual updates, LEA plans, and School Wide plans, any in-person board attendance beyond 24 hours in a year, drafting new and renewal charter petitions, facility acquisition and lease negotiation support, Charter Vision Achievement module support, charter revocation and notice compliance support, and implementation of computer systems.

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

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

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

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

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

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

responsible for performing any services related to any closure of any school operated by Charter School.

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

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

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

**12. Employee Recruitment Restriction:** Charter School recognizes and acknowledges that CSMC expends considerable time and effort and incurs substantial costs in recruiting, training, and retaining qualified personnel. Charter School agrees to not hire as an employee or independent contractor, either directly or indirectly, any employee of CSMC, who has provided services to Charter School under this Agreement, during the term of this Agreement and for period of 6 months after such person's termination of employment with CSMC. Charter School agrees that a breach of the foregoing restriction would cause irreparable harm to CSMC's business and the damages therefrom would be difficult if not impossible to measure. Consequently, if Charter School breaches this provision, Charter School agrees to pay to CSMC an amount equal to 25% of the individual's projected annual compensation from CSMC.

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



#### 14. Termination:

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

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

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

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

**18. No Joint Venture:** The parties acknowledge that they will not hold themselves out as an agent, partner or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship except the contract relationships established

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herein. CSMC shall be free to provide similar services for other clients.

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

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

**21. Notice:** All notices, requests, offers or demands or other communications (each, a “Notice”) given to or by the parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the party to whom Notice is to be given, by electronic mail at the address below, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the party to whom Notice is to be given, at such party’s address set forth below, or such other address for such party as shall be specified in a Notice given in accordance with this Section.

For CSMC	For Charter School
CSMC 43460 Ridge Park Dr. Temecula, CA 92590 slanni@csmci.com Attn: Sandro Lanni	Compass Charter Schools 850 Hampshire Road, Suite P Thousand Oaks CA91361 jlewis@compasscharters.org Attn: J.J. Lewis

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

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

**24. Entire Agreement:** This Agreement, including its attachments, constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

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

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

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

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

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

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

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

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

Compass Charter Schools
By: _____
Name: _____
Title: _____
Date: _____

