

**CALIFORNIA CHARTER SCHOOLS  
JOINT POWERS AUTHORITY**

(as amended effective May 7, 2012)

THIS AGREEMENT, is entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Articles 1 through 4, (Section 6500, et seq.) of the California Government Code, relating to joint exercise of powers, between and among California charter schools, school districts, and other government entities which operate public schools, and which have signed this Agreement, and those that may sign hereafter, for the reestablishment of a joint powers authority, previously known as the California Charter Schools Association Joint Powers Authority, and which shall, as of the effective date of this amended agreement, be known as the California Charter Schools Joint Powers Authority (“Authority” or “CCS-JPA”).

WHEREAS, it has been determined by the parties that group self-insurance of workers compensation liabilities, general liabilities and/or group purchasing of insurance and other products and services, cooperative financing programs are of value on a mutual basis; and

WHEREAS, the financing of group self-insurance, risk management, claims administration and related programs for public schools can be effected on a more cost-effective basis through a joint effort; and

WHEREAS, Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the “Joint Exercise of Powers Act”) authorizes joint exercise by two or more public agencies of any power common to them; and

WHEREAS, on or about May 7, 2004, members of the Authority entered into a joint powers agreement pursuant to the Joint Exercise of Powers Act to establish the Authority, and whereas such agreement was amended on or about February 28, 2006; and

WHEREAS, this Agreement shall supersede the prior joint powers agreement as amended on or about February 28, 2006;

NOW, THEREFORE, for and in consideration of the mutual advantages to be derived, and in consideration of the execution of this Agreement by charter schools and other governmental entities, each of the parties hereto does hereby agree that the California Charter Schools Joint Powers Authority (“Authority” or “CCS-JPA”) be reestablished as follows:

I

DEFINITIONS AND GENERAL PROVISIONS

1. “Authority” shall mean the California Charter Schools Joint Powers Authority.

2. “Board” shall mean the board of directors of the Authority, consisting of representatives of Participants, and charged with the responsibility of governing the Authority and its programs.

3. “Funds” shall mean, unless the context otherwise specifies, all monies paid into the Authority or any of its programs, including any earnings thereon, or any other sums coming to the Authority from any source.

4. “Governmental Entity” means any political subdivision or nonprofit corporation operating a charter school or other public school of the State of California which is considered a local government agency for the purposes of any program offered by the Authority and empowered to execute this Agreement under the laws of the State of California.

5. “Participant” means any charter school, school district, or governmental entity, which is a signatory member of the Authority; provided, however, that this definition shall not be construed to prevent the Authority from permitting any subsidiary, or wholly-owned or affiliated entity, upon terms and conditions approved by the Board, from participating in any program of the Authority.

6. “Program Administrator” means the contractor or consultant retained, or staff employed by the Board to administer the Authority.

7. “Risk management” shall mean the process of identifying, evaluating, reducing, transferring, sharing, financing, and eliminating any operational, business or educational risk in the management of a public school. Risk management includes various elements of insurance, law, administration, technology, accounting, and general business to effectively manage hazards and losses to which Participants may be exposed.

8. “Risk pooling or sharing” shall mean any common fund: (1) which is composed of cash, investments permitted by law, and other assets; (2) to which two or more Participants have agreed to contribute; (3) from which claims and risk management costs of any contributor to that common fund shall be paid; and (4) which operates in accordance with this Agreement.

9. “Self-insurance” shall mean providing for claims, losses, and risk management by risk pooling and the maintenance of reserve funds by or on behalf of Participants, and which, when conducted or administered by the Authority, ordinarily provides for the transfer of risks from a Participant to the Authority, and for the potential transfer of risks between and among Participants.

## II

### PURPOSES AND TERM

1. Purposes. The purposes of the Authority are to provide cost-effective mechanisms for financing risks of operating charter schools and other governmental entities; to provide essential protection to Participants otherwise not obtainable; to secure reinsurance and excess insurance on a group basis; to provide Participants with the mechanisms to jointly

purchase insurance, goods and services; to reduce financing costs; to accumulate, administer and invest funds to insure or self-insure as a group various liabilities up to a specified, predetermined amount; and to effect cost savings to Participants in the administration of management and risk management programs as may be established by the Authority in order to reduce the administrative costs of delivering educational services to public school students.

2. Term. This Agreement shall become effective as of the date hereof, and shall continue in full force and effect until it is terminated and the Authority is dissolved as provided herein. It is the intent of the parties hereto that the separate public agency created under this Agreement have an indefinite life, and shall continue to exist so long as necessary to carry out the purposes of this Agreement, including the orderly wind-up of the affairs of the Authority. It is the further intent of the parties that the withdrawal or termination of any Participant from any program of the Authority, or from the Authority itself, shall not terminate such program or this Agreement as to the remaining Participants therein, nor relieve any Participant or former Participant from any obligations it may have under this Agreement.

### III

#### CREATION OF AUTHORITY

Pursuant to Section 6500 et seq. of the Government Code, there is hereby created a public entity, separate and apart from the parties hereto, to be known as the California Charter Schools Joint Powers Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any party to this Agreement. Nor shall any party to this Agreement have any right, title or interest in the assets of the Authority, or in any contributions, consideration or property paid or donated by a party to the Authority, or any of its programs, except as expressly provided in this Agreement.

### IV

#### ORGANIZATION & ADMINISTRATION

1. Responsibility. The overall responsibility for administration of the Authority shall be vested in the Board.

2. Agents. Each Participant hereby appoints the Board and its delegates or designees to act as its agents in executing all contracts, reports, waivers, agreements and service contracts and to make and arrange for the payment of claims and all other things required for the proper and orderly operation of the programs of the Authority.

3. Bylaws. The Authority shall be governed pursuant to this Agreement and to the Bylaws. Amendment of the Bylaws may be proposed by any Participant or member of the Board. A copy of the proposed amendment and the reasons therefor shall be presented to the Board if not proposed by the Board. All proposed amendments shall be approved by a two-thirds vote of the Board. Upon its approval, the amendment shall be disseminated to all Participants. Each party to this Agreement agrees to comply with and be bound by the provisions of the said Bylaws and further agrees that the Authority shall be operated pursuant to

this Agreement and the said Bylaws. In the event of any conflict between the Bylaws and this Agreement, this Agreement shall prevail.

4. Board. Upon approval by the Participants of this amended Agreement, the Board shall be responsible for overseeing the operation of CCS-JPA and organization and operation of the Authority, as provided herein. The Board shall establish such policies and guidelines as may be necessary to carry out the programs of the Authority. The organization and structure of the Board shall be established in the Bylaws.

## V

### POWERS OF AUTHORITY

1. The Authority shall have the following common powers and is hereby authorized to do all acts necessary for the exercise of said common powers:

A. To make and enter into contracts, including but not limited to contracts of employment, insurance, reinsurance and self-insurance for itself and its Participants, and providing for risk pooling, risk financing and sharing, financing and purchasing, whether or not subject to regulation under the Insurance Code, to the extent and in the manner permitted under Government Code Sections 990, 990.4, 990.8, and 6508, or any other provision of law;

B. To hire employees, and contract with consultants and legal counsel;

C. To invest and reinvest money in the treasury of the Authority pursuant to Government Code Section 53601 or other provisions of law as may be applicable;

D. To incur debts, liabilities, or obligations;

E. To acquire, hold, lease, or dispose of property;

F. To sue and be sued in its own name; and

G. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

2. Said powers shall be exercised pursuant to the terms hereof, subject to the restrictions upon the manner of exercising the powers applicable to The Accelerated School, a California public charter school organized and operating as a nonprofit public benefit corporation.

## VI

### BOARD; ANNUAL MEETINGS

1. Number. The Authority shall be governed by the Board which is hereby established and which shall be composed of not less than 3, nor more than 11 representatives of

the Participants, who shall be elected by the Participants, in accordance with the Bylaws of the Authority.

2. Term. Each member of the Board shall serve for a term of three years and until a successor is elected or appointed. Each Board member shall have one vote.

3. Participants' Meetings. There shall be an annual meeting of Participants for the purpose of electing members of Board and to transact any other Authority business. The annual meeting, and any additional meetings, shall be held at the call of the Chair. Thirty percent of the Participants may also call a meeting of Participants. A majority of the Participants shall constitute a quorum of transaction of business at the meeting. Each Participant shall be represented at meetings by its chief executive officer or his or her designee. If a designee is to represent the Participant, written notice from the Participant's governing body shall be provided to the Authority.

## VII

### POWERS OF THE BOARD

A. The Board shall review, modify, if necessary, and approve the annual operating budget of the Authority.

B. The Board shall receive and review periodic accountings of all funds under this Agreement.

C. The Board shall have the power to conduct, on behalf of the Authority, all business of the Authority, which the Authority may conduct under the provisions hereof and pursuant to law.

D. The Board shall have such other powers and functions as are provided for in this Agreement and the Bylaws.

## VIII

### MEETINGS OF BOARD

1. Meetings. Board shall provide for its regular, adjourned regular, and special meetings upon call of the Chair, Vice Chair (if any), or Program Administrator; provided, however, that it shall hold at least two (2) regular meetings annually, as set forth in the Bylaws.

2. Minutes. The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

3. Quorum. A majority of the voting members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of a quorum present at a meeting shall be sufficient to constitute action by the Board, except as otherwise specifically set forth in this Agreement or in the Bylaws.

## IX

### OFFICERS OF THE AUTHORITY

1. Chair, Vice Chair, Secretary and Treasurer-Auditor. The Board shall elect from the Board a Chair, Secretary and Treasurer-Auditor of the Authority for terms of not less than one nor more than four years, as provided in the Bylaws, each to hold office until a successor is elected. A Vice Chair may also be elected. In the event an officer so elected ceases to be a member of the Board, the resulting vacancy in the office shall be filled at the next regular meeting of the Board held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair, if any, shall act as Chair. The Chair, or in his or her absence the Vice Chair, shall preside at and conduct all meetings of the Board.

2. Other Officers. The Board shall have the power to appoint such other officers as may be necessary to carry out the purposes of this Agreement.

## X

### PARTICIPANTS

1. Each Participant is entitled to the rights and privileges and is subject to the obligations as provided for in this Agreement and the Bylaws. Each Participant Agency shall comply with the rules and policies of the Authority.

2. A new Participant may be accepted upon application to the Authority and upon acceptance by the Board by two-thirds vote, and subject to acceptance by the prospective member of the terms and conditions of participation in the Authority and of the financial arrangements and fund contributions specified by the Board.

3. Each Participant shall be entitled to one voting representative at meetings of the Participants. Each representative shall be designated by appointment by the Participant's governing body. Such governing body may delegate the authority to appoint that Participant's representatives to its chief executive officer or principal.

## XI

### CONTRIBUTIONS AND OPERATIONS

1. Contributions. The parties agree that each Participant in the workers compensation and other group self-insurance programs shall make payment of contributions for coverage under those programs in which they elect to participate, as well as for the operations of the Authority. The Board shall be authorized and directed to establish the rate of contribution for each Participant, and the time schedule for payment of such contribution. Participants acknowledge that the rates established by Board for coverage under the workers compensation and other group self-insurance and insurance programs may reflect overall changes in coverage, changes in exposure and the past or projected experience of the Participants, as a group during the life of the program, and will not necessarily reflect the experience of an individual Participant during any specific period of participation. Consequently, there can be no assurance that current or former Participants will benefit equally from changes in the workers compensation program or

other group self-insurance programs (including, but not limited to changes in eligibility for participation credits, dividends or retrospective rating adjustments or enlargements of coverage grants), nor that the burdens will be equally shared (including, but not limited to rate increases, restrictions on coverage, or unanticipated claims expenses). The timely payment of all required contributions shall be a condition precedent to the continuation of participation by each Participant in the workers compensation and other group self-insurance programs and the Authority. A Participant has no title or interest in the Participant's contributions, whether equitable or otherwise, except as expressly provided in this Agreement.

2. Terms of Participation: Participants joining the Authority and participating in any Authority self-insurance, group purchase or other programs offered by the Authority shall commit to participate in the program for a minimum term which is typically two years unless stated otherwise in a duly adopted Board policy. The Board of the Authority shall establish by separate policy the minimum participation terms for each self-insurance, group purchase or other program offered by the Authority, including Workers Compensation, liability and any other program. Terms of participation shall be counted by the Authority's fiscal year, commencing with July 1 of each year.

3. Computation and Notice of Rates; Assessments. The rates to be used in calculating contributions for each Participant for participation in the workers compensation, general liability and other group self-insurance programs shall be determined by the Board, to the extent practicable, no later than sixty (60) days prior to the commencement of the coverage year and communicated to all current participants as soon as practicable thereafter. However, if at any time the Board determines that the amount contributed for a given year is insufficient, each Participant agrees to promptly pay the Authority the full amount of any assessments levied by the Board, which shall not to exceed two hundred percent (200%) of the annual amount of the Participant's contribution for coverage for any group self-insurance program for that year, as may be required to meet the Authority's expenses associated with the provision of coverage for the Participants for that year and line of coverage. Such assessments shall be allocated and attributed to each Participant based upon a methodology approved by the Board, which may include consideration of payroll, the actual or projected costs incurred by the Authority to provide for program liabilities of the Participant's employees, Participant's compliance with risk management policies, the total actual or projected costs incurred by the Authority as a whole, and other factors. In the event such an assessment, together with any other resources available to the Authority, is insufficient to pay the costs of the Authority for any group self-insurance program during any fiscal year, each Participant contributing to the shortfall shall share the shortfall proportionately, and the Authority shall have no further obligation to pay such costs.

4. Loss Control and Risk Management. Participants in any insurance or self-insurance program agree to follow the loss prevention and risk management recommendations of the Board, and to abide by all conditions, requirements, rules and regulations regarding loss control and risk management which may be promulgated by the Authority, including, but not limited to adopting policies prohibiting sexual harassment.

5. Right to Inspect. Each Participant agrees that the Authority, its Program Administrator, or any of its respective agents, servants, employees or attorneys shall be permitted at any reasonable time to inspect Participant's property and operations and to examine

Participant's books, documents and records as necessary in the proper operation of the group self-insurance programs or the Authority, to the maximum extent allowed by law.

6. Audit. Board shall obtain an annual audit of the financial affairs of the Authority, by a certified public accountant at the end of each fiscal year in accordance with generally accepted accounting principles. A copy of the annual audit report shall be available to each Participant, and shall be filed as required by law. The costs of such audit shall be paid from the funds of the Authority.

7. Binding Nature. Any Governmental Entity which makes application for participation in any of the group self-insurance program of the Authority, and is accepted as a Participant and signs this Agreement, shall thereupon become a party to this Agreement and shall be bound by all the terms and conditions hereof; provided, however, that any charter school or Governmental Entity may be refused admission to the Authority or any program thereof in the sole discretion of Board.

8. Deposit of Funds. Participants shall pay contributions to the Authority for the programs in which they participate and for operations of the Authority. The contributions and income therefrom shall be accumulated to pay the expenses of the programs for which they are determined or assessed. Funds received by Authority as contributions shall be deposited and invested in accordance with laws of the State of California pertaining to the investment of excess funds of charter schools.

9. Contributions by Participants. Without in any way limiting the powers otherwise provided for in this Agreement, the Bylaws, or by statute, the Authority shall have the power and authority to receive, accept and utilize the services of personnel offered by any Participants or its representatives or agents; to receive, accept, and utilize property, real or personal, from any Participant or its agents or representatives; and to receive, accept, expend and disburse funds, contract or otherwise, for purposes consistent with the provisions of this Agreement, which funds may be provided by any Participant, its agents, or representatives.

10. Excess Insurance and Reinsurance. The Authority shall obtain or cause to be obtained such excess insurance or reinsurance as may be necessary and prudent in the judgment of Board. The expense of such excess insurance or reinsurance shall be paid from the Funds of the Authority.

## XII

### CLAIMS ADMINISTRATION & PAYMENT OF LOSSES

1. General. The principal purpose for the establishment of the Authority is to provide for the orderly presentment, examination, investigation, defense or settlement of claims against the Participants which are covered under group self-insurance and insurance programs of the Authority. It is agreed and understood that the Authority shall use the sums contributed by the Participants for such programs to pay such losses and claims.

2. Presentment of Claims. The services and benefits to be provided by the Authority shall be paid or furnished to or for the benefit of a Participant with respect to a



particular incident or claim only if the Authority is notified as required by the applicable coverage agreement.

3. Investigation and Defense. Program Administrator will investigate, or cause to be investigated, all such claims and will attempt to adjust or settle such claims, in accordance with the authority delegated to Program Administrator by Board or the Participant involved. As required, and subject to the provisions of the Coverage Contracts, the Authority, through designated defense counsel will provide legal defense of claims against Participants. The Participant agrees to aid the Authority in such matters and to provide and make available all information and personnel as may be reasonably required in the opinion of Program Administrator to fully investigate and resolve the claim.

It is understood that Board and Program Administrator shall use their discretion in making judgments and assumptions as to the actual value of any claim and making such reserves based on such judgments.

### XIII

#### TERMINATION OR WITHDRAWAL OF PARTICIPANT

1. Withdrawal of Participant. A Participant may terminate its participation in any Authority self-insurance, group purchase, or in other programs of the Authority, or from all programs of the Authority and from the Authority itself, following the minimum terms established in accordance with Article XI, section 2, hereof, by giving 90 days advanced written notice, unless another notice period is adopted by the Board. A withdrawing Participant shall remain liable for any unpaid contribution which shall have accrued under any program or coverage agreement it may have accepted, and for any liability it may have to the Authority itself, through the effective date of termination. Upon its voluntary withdrawal or its termination as a Participant in the Authority or any program of the Authority, a former Participant becomes ineligible to participate in any program of self-insurance of the Authority, except that the rights of a Participant after termination shall be limited to those benefits, such as the defense and indemnity of claims covered under coverage agreements issued by the Authority, which have accrued as of the date of termination as determined by the provisions of the applicable program. A withdrawing or terminating Participant shall have no other rights in any assets of the Authority or of any program of the Authority, whether denominated as equity, surplus, contributions or otherwise, except upon windup of the program or the Authority.

2. Involuntary Termination. A Participant may be terminated by the Authority from any program of the Authority, or from the Authority itself, for:

(i) Failure to comply with any term or condition of this Agreement, a coverage agreement, insurance policy, or other evidence of coverage issued by, through or on behalf of the Authority; or

(ii) With or without cause, upon a 2/3 vote of the members of Board.

3. Adjustment. Whether termination is voluntary or involuntary, a Participant shall remain liable for any unpaid contribution which shall have accrued prior to

withdrawal or termination of its participation in any program of the Authority, or the Authority itself. Adjustment for amounts of contribution due to the Authority upon termination shall be made within thirty (30) days of the time at which cancellation is effective.

4. Continued Liability. After a Participant withdraws or terminates, such withdrawing party shall be subject to assessment by the Authority to maintain the solvency of any program of the Authority for any year during which the party was a Participant, unless the coverage agreement otherwise provides.

5. Coverage Disputes. If a Participant disputes a coverage determination, the Participant must appeal to the Board prior to seeking any other remedy.

#### XIV

##### PROGRAM ADMINISTRATOR

1. Appointment of Program Administrator. The Board shall appoint a Program Administrator to administer the Authority. The duties of the Program Administrator may be further delegated to a person, association, partnership, corporation, contracted or employed staff, or any other form of entity, subject to such limitations as the Board may specify.

2. Duties of Program Administrator. Program Administrator shall have all such duties and authority as may be delegated to it by Board. Board shall enter into a service agreement or establish policies and procedures which shall specify all of the duties and obligations of the Program Administrator.

#### XV

##### ACCOUNTS AND RECORDS

1. Annual Budget. The Board shall annually adopt an operating budget for the Authority.

2. Funds and Accounts. The Treasurer-Auditor of the Authority shall establish and maintain such funds and accounts as required by the Board and as required by good accounting practice. Books and records of the Authority in the hands of the Treasurer-Auditor shall be open to inspection at all reasonable times by the Board and as otherwise required by law.

3. Bond. A bond in the amount determined adequate by Board shall be required of all officers and personnel authorized to disburse funds of the Authority. Such bond may be paid for by the Authority.

#### XVI

##### ACTUARY

1. Appointment. Board shall retain an Actuary.

2. Duties. Actuary shall have all duties and authorities as may be delegated to it by Board in a written contract between Actuary and Board. It is contemplated that the duties of Actuary shall include but not necessarily be limited to the following:

- (a) Recommend contribution rates;
- (b) Review rating structure;
- (c) Monitor claims and analyze loss reserves;
- (d) Monitor participation in all self-insurance and insurance programs;
- (e) Assist Board in financial planning;
- (f) Evaluate reinsurance proposals.

3. Payment. The professional fee paid Actuary for its services shall be an expense of the Authority. The professional fee may be based on a flat sum, an hourly rate, or another method as the parties may specify.

## XVII

### LEGAL COUNSEL

1. Appointment. Board shall appoint an attorney for the Authority to serve as General Counsel. Board may retain Special Counsel as needed.

2. Payment. The professional fees of General and any Special Counsel for services rendered to the Authority shall be based on a retainer, an hourly rate, or other method as the parties may specify.

## XVIII

### AMENDMENT AND TERMINATION

1. Amendment. Participants may amend this Agreement at any time and from time to time by an instrument in writing approved by a majority vote of Board and executed by a majority of the Participants, provided, however, that:

(a) No amendment shall retroactively reduce the benefits which any Participant is entitled to receive under any Coverage Contract for any coverage year in which a Participant was a fully qualified Participant without their written consent.

(b) Upon approval, by Board, and upon execution of any amendment by a majority of the Participants, the said amendment shall immediately be effective and binding upon all Participants. Any Participant which has failed to sign the amendment shall have the option of withdrawing from the Authority on the first day of the month next following the month in which a majority of the Participants have completed approval of the amendment, or remaining in the Authority and being bound by such amendment.

2. Termination by Agreement. Participants may terminate any program of the Authority or the Authority without a successor program or entity effective as of the end of the then-current coverage year by an instrument in writing approved by a majority vote of Board, executed by a majority of the Participants; provided, however, if any insurance program of the Authority or the Authority shall be so terminated, such termination shall not reduce or terminate the rights, benefits, and obligations of any Participant as to any claim theretofore presented.

3. Termination by Withdrawals. If, at any time, by reason of withdrawals or terminations of Participants, the Actuary shall advise and Board concurs that any program of the Authority is no longer economically feasible or actuarially sound, then such program or programs shall be terminated and dissolved by Board.

4. Disposition of Funds Upon Termination. Upon termination of any program of the Authority, the Authority shall retain in a liquidation fund such sums up to the entire amount held by the Authority for the benefit of the Participants in such program as the Board deems sufficient to pay the remaining obligations of the program. In the alternative, the Authority may insure or reinsure all outstanding liabilities of Participants in such program. Any funds remaining after termination of a program of the Authority, after adequate provision for all liabilities and claims thereunder, shall be distributed to the then-current Participants in the same proportion as each Participant's total contributions paid by that Participant, reduced by the amount of losses and allocated claims expenses paid on behalf of that Participant, bear to all contributions paid by all Participants, reduced by the total losses and allocated claims expenses paid on behalf of all Participants from the inception of that program to its termination. If the Authority insures or reinsures all outstanding liabilities of Participants, any funds remaining in excess of amounts necessary to pay the cost of such insurance or reinsurance shall be distributed to Participants in accordance with this Section, not later than twelve (12) months after payment of the final insurance or reinsurance premium. If the Authority elects to liquidate the liabilities by means of a liquidation fund, any excess funds shall be distributed not later than twenty-five (25) years following the date of termination. Board shall determine such distribution within six months after disposal of the last pending claim or loss covered by the program being terminated.

5. Termination of the Authority. The Authority itself may be terminated and dissolved in the same manner and subject to the same conditions as any program may be terminated; provided that, in addition, the Treasurer-Auditor shall disburse any funds in the treasury as directed by Board. Board is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority.

## XIX

### CLAIMS, LITIGATION, OR JUDGMENTS AGAINST THE AUTHORITY

1. Defense of Claims. As to any claim or action against the Authority which is based on or arises out of an occurrence involving an officer or employee of the Authority during the course and in the scope of such duties, who is also an officer or employee of a Participant, such claim or action against the Authority will be defended by the Authority to the extent authorized by law. Such claims or actions shall not be considered claims or actions against such Participant solely as a result of employment by the Authority.

2. Claims and Judgment Against the Authority. Claims and judgments against the Authority, its agents, Board members, officers or employees, shall be paid from, or charged to, the appropriate coverages or self-insured funds the Authority has established and/or purchased against such claims, judgments or losses. Such amounts shall be paid from the Authority's own coverage or self-insured funds.

XX

MISCELLANEOUS

1. Binding Nature. This Agreement contains the entire agreement of the parties and supersedes all discussions, negotiations or promises made prior to the execution of this Agreement. This Agreement shall be binding upon and inure to the benefit of the original parties hereto and any substitute or additional parties who are bound hereby in accordance with the provisions hereof, their successors and assigns.

2. Notices. Any notices required by law or this Agreement shall be sufficient if given in writing and deposited in the United States mail, postage prepaid, addressed to the Participant at the last address on file with the Authority. Notices to be given to the Authority shall be directed to such address as the Authority shall designate for such purpose.

3. Partial Invalidity. If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement shall to any extent be judged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

4. Successors. This Agreement shall be binding upon and shall inure to the benefit of successors of the parties.

5. Counterparts. This Agreement may be executed in one or more counterparts, and shall be deemed effective as to all signatories as though signed in one document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunto duly authorized, and their official seals to be affixed as of January 29, 2018.

Compass Charter Schools

By: J.J. Lewis  
Its: President & CEO  
"PARTICIPANT"