



Sequoia Grove Charter Alliance
Regular Scheduled Board Meeting

Date and Time: June 13, 2024
6:30 pm

Location: Join Zoom Meeting

<https://sequoiagrove-org.zoom.us/j/2195859039?omn=82730567215>

Meeting ID: 219 585 9039

Agenda:

I. Opening items

- A. Record Attendance
- B. Call the Meeting to Order
- C. Approval of the Agenda
- D. Public Comments on agenda and non-agenda items
- E. Approval of Minutes
 - a. Board Meeting 5-30-2024

II. Closed Session - Closed Session: PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov. Code section 54957(b)(1))

Title: Interim CEO

III. Operations

- A. Discussion and Potential Action on the 2024-2025 CEO Contract
- B. Discussion and Potential Action on the 2024-2025 Services Agreement with the Member Schools
- C. Discussion and Potential Action on the 2024-2025 Employee and Board Calendar

IV. Director's Update

- A. CEO Report - Julie Haycock-Cavender

V. Finances

- A. Budget Update - Creative Back Office
- B. Discussion and Potential Action on the 2024-2025 Budget

VI. Governance

- A. Discussion and Potential Action on the Reaffirming of Board Member Terms

- a. Glad Donahue for Lakeview Charter School - July 1, 2024 - June 30, 2026
- b. Rose Faramarzi-Rad for Feather River Charter School - July 1, 2024 - June 30, 2026
- c. Janeal Cimino for Clarksville Charter School - July 1, 2024 - June 30, 2026

VII. Closing Items Operations

- A. Board of Director's Comments & Requests For Future Agenda Items
- B. Announcement of Next Regular Scheduled Board Meeting
- C. Adjourn Meeting

Public Comment Rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, Zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate to the administrative team of your desire to address the Board or simply communicate orally your desire to address the Board when the Board asks for public comments. Speakers may be called in the order requests are received. Comments are limited to 2 minutes each, with no more than 16 minutes per single topic. If a member of the public utilizes a translator to address the Board, those individuals are allotted 4 minutes each. If the Board utilizes simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: The Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Sequoia Grove Office at (916) 526-3794 at least 48 hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 1213)).



**SGCA Regular Board Meeting Minutes
May 30, 2024**

**I. Opening Items
A. Record Attendance**

The following Board Members were present at Rollcall:

- o Janeal Cimino
- o Rose Faramarzi-Rad
- o Gloria Maxwell
- o Bob McGuire
- o Glad Donahue

**B. Bob McGuire called the meeting to order at 6:34 PM.
C. Approval of the Agenda**

Gloria Maxwell made a motion to approve the Agenda.
Rose Faramarzi-Rad seconded the motion.
Rollcall vote was taken. The motion passed unanimously.

D. Public Comments:

Bob McGuire read a statement about public comments and the chat function was disabled after the public comment period.

Who spoke	Subject Matter
No Public Comments	

E. Approval of Board Meeting Minutes:

i. Regular Board Meeting May 16, 2024

Glad Donahu motioned to approve the May 16, 2024 minutes with the amended change to the name Glad Maxell to Gloria Maxwell on page 8.
Janeal Cimino seconded the motion.
Rollcall vote was taken. The motion passed unanimously.



SGCA Regular Board Meeting Minutes May 30, 2024

II. Operations

A. Discussion and Potential Action on the 2024-2025 Creative Back Office Contract

Cory Cavanah presented the Board with a proposal for the 2024-2025 Creative Back Office Contract for \$78,000. This contract would be no increase in cost from the 2023-2024 contract and it included adding the payroll support.

Glad Donahue thanked Creative Back Office for the presentation and for the breakdown of services.

Gloria Maxwell thanked Creative Back Office for the breakdown of the budgets.

Julie Haycock-Cavender shared that Creative Back Office has been extremely helpful through the transition.

Bob McGuire expressed gratitude for Creative Back Office and their support during the challenging transition that took place this year.

Gloria Maxwell motioned to approve the 2024-2025 Creative Back Office Contract. Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken. The motion passed unanimously.

B. Discussion and Potential Action on the Business Manager Job Description

Julie Haycock-Cavender shared that after the last meeting there was a discussion about the scope of work that was approved for the Manager of Business and Operations. It was a very big job and would be better split between two jobs. One would focus on the business side and one that would focus on the operations and facilities side.

Gloria Maxwell asked about the new job descriptions and if these positions would be the replacement for the positions that were previously employed at SGCA. Julie Haycock-Cavender explained that yes these positions would replace the previous positions that are vacant. However, with the downsizing of the organization these positions would be at the coordinator level, not at the higher level on the salary schedule.



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Glad Donahue motioned to approve the Business Manager Job Description
Janeal Cimino seconded the motion.
Rollcall vote was taken. The motion passed unanimously.

C. Discussion and Potential Action on the Manager of Operations and Facilities Job Description

Glad Donahue asked if this new position would replace the previously approved receptionist position. Julie Haycock-Cavender stated no this would be in addition to the receptionist position that was approved last meeting.

Janeal Cimino asked about the receptionist position and asked if there was already a receptionist position at the CSO. Julie Haycock shared that yes they had a receptionist, but she was also a support for the Special Education Department with the schools and that would be going back under the schools.
Gloria Maxwell asked when would the job be posted to Edjoin. Julie Haycock-Cavender shared tomorrow.

Glad Donahue motioned to approve the Manger of Operations and Facilities Job Description.
Janeal Cimino seconded the motion.
Rollcall vote was taken. The motion passed unanimously.

D. Discussion and Potential Action on the CSO 401k 403b Plan - TCG

Chris Jamail with TCG presented information on the 401K and 403b options. The CSO had been in contact with Chris and his organization when the CSO and the question was what retirement plans were allowed for this type of organization. Chris and his team took a deep dive into the organization and if the retirement plan needed to comply with ERISA or not. Chirs Jamail put together a proposal and presented the proposed contract to the Board.

Julie Haycock-Cavender shared that previously there were different levels of matching for retirement accounts, and that was getting to be very complicated as it was hard to keep track of everything. The goal is to go to a straight 8% for everyone



SGCA Regular Board Meeting Minutes May 30, 2024

and it would be the same at the schools as well. The staff would have the ability to roll-over their funds into the new retirement accounts. The staff that is going to the schools will have the option to go to CalSTRS2 pension, but the CSO cannot participate and that is why we are looking into a new plan. She was thankful that there were options available for the new size of the CSO.

Bob McGuire asked to clarify that the employees staying in the CSO will no longer have a 401k plan and instead will have a 403b plan. Julie Haycock shared yes that is correct. Bob McGuire also asked about how this information would be shared with the CSO staff. Chris Jamail shared that they would do all the sharing with the staff about the benefits options.

Janeal Cimino asked a clarifying question about the staff being able to move their funds over. Julie Haycock shared that the staff would no longer be able to contribute to the old plan, but their money could stay there. However, Chris will need to review the previous plans document to make sure that there are no outstanding items that could make things complicated with the roll-over.

Janeal Cimino motioned to approve the CSOs change from a 401k to a 403b Retirement plan.

Gloria Maxwell seconded the motion.

Rollcall vote was taken. The motion passed unanimously.

E. Discussion and Potential Action on the Building Lease:

i. Zinfandel

Julie Haycock-Cavender shared that she brought the lease that the Board approved in the last meeting to our legal counsel and they are currently working on the redlined items. She wanted to update the Board and to get their directions on next steps and if they wanted her to bring the redlined contract back to be approved, or if she could be given permission to move forward with the contract once legal completion of their redline recommendations.



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Gloria Maxwell made a motion to allow Julie Haycock-Cavender to have the power to move forward with the lease and contract negotiations for the Zinfandel location.

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken. The motion passed unanimously.

III. Closing Items

A. Board of Director's Comments & Requests For Future Agenda Items

Bob McGuire asked about the status of the moving costs for the building. Julie Haycock shared that they are working on getting a quote from a company that specializes in office building moves including being in compliance with FERPA laws for the moving of student records. This will be brought back to the board at the next meeting.

Gloria Maxwell asked a question about the bank and the tracking of funds. Julie Haycock shared no they did not have an answer yet, but she has it on her calendar to call them again. Julie Haycock shared she would send one way communication as soon as she heard.

B. Announcement of Next Regular Scheduled Board Meeting

Bob McGuire announced that the next regular scheduled board meeting was on June 13, 2024 at 6:30 pm.

C. Adjourn Meeting

Janeal Cimino motioned to adjourn the meeting at 7:32 pm.

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken. The motion passed unanimously.

Noted by:



**SGCA Regular Board Meeting Minutes
May 30, 2024**

Board Secretary

SEQUOIA GROVE CHARTER ALLIANCE
AGREEMENT FOR EMPLOYMENT OF INTERIM CHIEF EXECUTIVE OFFICER

This Employment Agreement (“Agreement”) is entered into by and between the Sequoia Grove Charter Alliance (“SGCA”) and Julie Haycock-Cavender (“Interim CEO”) (either SGCA or Interim CEO may be referred to as Party, or collectively as the Parties), effective July 1, 2024 (“Effective Date”) with respect to the following recitals:

RECITALS

- A. Julie Haycock-Cavender has served as the Interim CEO since on or about March 4, 2024; and,
- B. The SGCA desires to extend the role of the Interim CEO on an interim, part-time basis to continue to assist the SGCA with CEO duties; and,
- C. Interim CEO desires to accept employment with the SGCA on the terms and conditions set forth in this Agreement.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. **Recitals.** The above recitals are true and correct and incorporated into the Agreement by reference.
- 2. **Term.** Interim CEO is hired commencing on July 1, 2024 and employment is anticipated to continue until on or about December 1, 2024 (based on operational needs), unless terminated by either Party pursuant to the provisions of this Agreement. It is estimated that Interim CEO will work on a full-time basis (i.e. forty (40) hours per week) during the month of July 2024. Thereafter, it is estimated that Interim CEO will work on a part-time basis of less than forty (40) hours per week, but at least eight (8) hours per week. Interim CEO is an at-will employee (see section 8). Interim CEO agrees that she will not work more than eight (8) hours per day or forty (40) hours per week unless approved by the SGCA Board of Directors or required by the immediate press of business.
- 3. **Duties.** Interim CEO agrees to satisfactorily perform all the duties of Interim CEO as prescribed by the laws of the State of California, the SGCA’s job description for the position of CEO, and such other duties as may be assigned by the Board.
- 4. **Compensation.** In consideration for the services to be rendered under this Agreement, SGCA will pay Interim CEO an hourly rate of \$75.00 per hour less all applicable withholdings and deductions. Wages will be paid on a semi-monthly basis beginning with the first pay period following the Effective Date of this Agreement and in accordance with SGCA’s regular payroll practices. Interim CEO is a non-exempt employee and therefore is eligible for overtime pay and must take meal and rest breaks in accordance with SGCA policy.

5. **Acceptance of Interim Assignment.** Interim CEO acknowledges that SGCA's offer of employment is based upon her voluntary willingness to perform interim, intermittent, and sporadic work. Interim CEO's employment is expressly subject to acceptance of such duties as assigned.
6. **Qualifications.** Interim CEO acknowledges that she has reviewed the SGCA's job description for the position and all other documents that set forth the required job qualifications. Interim CEO represents and warrants that she meets all required job qualifications.
7. **Status of Employment.** Interim CEO acknowledges that she is a temporary, at-will employee. Interim CEO specifically acknowledges that this Agreement does not establish any right to probationary or permanent employment status with the SGCA or ongoing work assignments.
8. **At Will Employment.** Interim CEO's employment with SGCA is at-will. This means that either SGCA or Interim CEO may terminate this Agreement and Interim CEO's employment at any time with or without cause or advance notice. Interim CEO also may be demoted or disciplined and the terms of employment be altered at any time, including, but not limited to, a change in duties and/or compensation, with or without cause or advance notice, at the discretion of SGCA. No one other than SGCA's Board of Directors ("Board") has the authority to alter this employment at-will relationship, to enter into an agreement for employment for a specified period of time other than what is provided in this Agreement, or to take any agreement contrary to this policy. Any such alteration or agreement must be in writing and must be approved by the Board.
9. **Fringe Benefits.** Interim CEO acknowledges that she shall not accrue vacation, compensatory time off, or any other entitlements or benefits as a result of this Agreement. Interim CEO voluntarily and knowingly waives all rights to all such benefits to the maximum extent permitted by law.
 - a. **Medical, Dental, and Vision Insurance.** Interim CEO shall be eligible to participate in health and other benefits for the Interim CEO and Interim CEO's family, subject to program and eligibility requirements established by SGCA for the benefit of its other regular employees, which from time to time may be amended and modified by SGCA in its sole and absolute discretion.
 - b. **Phone/Internet and Vehicle Allowance:** SGCA agrees to provide Interim CEO an allowance in the amount of \$300 per month to cover automobile/mileage expenses, internet use, and the use of personal cell phone for work-related purposes. This payment shall be subject to all appropriate taxes and withholdings. Interim CEO will be responsible for all insurance, maintenance, operating, and other expenses incurred in connection with the automobile. SGCA shall make appropriate reports of such payment to the Internal Revenue Service and the California Franchise Tax Board, as provided by applicable law. The allowance is intended to be in lieu of reimbursement all expenses incurred by Interim CEO for automobile/mileage,

internet and cell phone on behalf of SGCA. If the Interim CEO believes that this allowance does not adequately reimburse her for expenses incurred as a result of performing her duties for SGCA, Interim CEO shall promptly notify the SGCA Board of Directors.

- c. **Paid Sick Leave**: Interim CEO shall be allotted five (5) days of paid sick leave per year. Sick days do not accrue or carry over from year to year and are not paid out on termination. Employee's sick leave requests/notifications shall be submitted to the Chair of the Board. All other paid sick leave requirements will be set forth in Employer's personnel policies.

10. **Fingerprinting**. Interim CEO shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. The SGCA currently has a valid Department of Justice clearance for Interim CEO. Interim CEO further agrees and acknowledges that if at any time during her employment by SGCA, Interim CEO learns or becomes aware of additional information, which differs in any way from the representations set forth above, Interim CEO shall immediately notify SGCA and shall not have contact with SGCA students until the fingerprinting and background check requirements have been satisfied and SGCA determines whether any such contact is permissible.
11. **Assignment/Subcontracting**. Unless otherwise provided in this Agreement, SGCA is relying on the personal skill, expertise, training and experience of Interim CEO and no part of this Agreement may be assigned or subcontracted by Interim CEO without prior written consent of SGCA.
12. **Compliance with Law**. Interim CEO shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to Interim CEO's employees, Interim CEO shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.
13. **Conflict of Interest**. Interim CEO agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interest, including, but not limited to Government Code section 1090 et seq., and the Political Reform Act, Government Code section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. Interim CEO agrees that if any facts come to her attention which raise any questions as to the applicability of conflicts of interest laws, she will immediately inform the SGCA Board of Directors and provide all information needed for resolution of this question.
14. **Tax/Retirement Issues**. Notwithstanding any other provision of this Agreement, the SGCA shall not be liable for any retirement or state/federal tax consequences to the Interim CEO, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Interim CEO. The Interim CEO shall assume sole responsibility and liability for all state and federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Interim CEO as a result of the termination without cause

provision of this Agreement, retirement payments, expense reimbursements, automobile allowances, and payments for insurance.

15. **Governing Law/Venue**. This Agreement, and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California.
16. **Dispute Resolution**. If a dispute arises out of or relating to this Agreement, or the breach thereof, that could otherwise be brought in a court of law and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.
17. **Construction of Agreement**. This Agreement shall not be construed more strongly against either party regardless of which party is responsible for its preparation.
18. **Entire Agreement**. This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and no party has relied upon any representations, express or implied, not contained in this Agreement. All prior understandings, terms or conditions are deemed to be merged into this Agreement.
19. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.
20. **Headings**. Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
21. **Notices**. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent via email, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

[Continued on Following Page]

SGCA:

8950 Cal Center Dr. Bldg One
Suite 110
Sacramento, CA 95826

Interim CEO:

Julie Haycock-Cavender
5224 Maddux Way
Roseville, CA 95747

Notice personally delivered is effective when delivered. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

22. **Conflict with Laws/Severability**. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.
23. **Waiver**. Any waiver of any breach of any term or provision of this Agreement shall be in writing and shall not be construed to be a waiver of any other breach of this Agreement.
24. **Execution of Agreement/Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of DocuSign, or another electronic signature technology.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Interim CEO

Sequoia Grove Charter Alliance

Julie Haycock-Cavender

Signatory of the Board

Date

Date

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2024 (“**Effective Date**”) by and between Sequoia Grove Charter Alliance, a California nonprofit public benefit corporation (“**SGCA**”), and Clarksville Charter School, a California nonprofit public benefit corporation (“**School**”), each of which may be referred to herein as a “**Party**” or collectively as the “**Parties**”, with respect to the following:

WHEREAS, SGCA was formed by the member schools to serve as a supporting organization pursuant to Internal Revenue Code Section 501(c)(3) by providing task-related administrative support services and goods to the public charter schools operated by the member schools and under the supervision and ultimate decision-making authority of the governing body of the member schools.

WHEREAS, the School is a member of SGCA pursuant to Corporations Code Section 5056 and the Bylaws of SGCA. The School operates a California public charter school by the same name, Clarksville Charter School, pursuant to a charter authorized by the Buckeye Union School District (“**Authorizer**”) through June 30, 2028 (“**Charter**”).

WHEREAS, the School desires to contract with SGCA for administrative support services pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the School’s charter and applicable law.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Relationship of the Parties; Scope of Authority. SGCA will deliver task-related services and goods pursuant to this Agreement. The Parties understand and agree as follows:

- a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. The governing body of the School, and not SGCA, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring that the School adheres to all applicable laws and is accountable to its authorizer pursuant to the Charter.
- b. School shall at all times remain an independent, self-governing public body that shall comply with applicable laws, including but not limited to the California Brown Act, Public Records Act, Political Reform Act, and the provisions of Government Code section 1090, *et seq.*
- c. SGCA will follow the Brown Act for all governing board meetings which includes publishing their board agenda and packet online for the member schools and public to view. To the extent not otherwise specified as a duty of SGCA pursuant to the scope of Services, all duties applicable to the proper operation of the School’s public charter schools shall remain the

responsibility of the School.

- d. SGCA will not be required to provide any service set forth in this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause or causes outside SGCA's and/or School's reasonable control, would require SGCA or School to violate applicable law or cause SGCA to be considered an "entity managing a charter school" pursuant to the Charter Schools Act. If any service is terminated pursuant to this subdivision the parties shall renegotiate the agreement and service fees accordingly.
- e. SGCA will use, pursuant to the terms and conditions described in this Agreement, best efforts to provide all Services with due care, in good faith, and in exchange for reasonable compensation taking into account that SGCA is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).
- f. To the extent there are any conflicts between the terms of the School's charter and the terms of this Agreement, the terms of the charter shall control. It shall be the School's sole responsibility to ensure that this Agreement and the Services provided by SGCA pursuant to this Agreement comply with and are consistent with the Charter.
- g. SGCA will not have the authority to enter into or bind the School in any contract or other obligations absent express written authority from the School.
- h. SGCA shall collaborate with the School in the development, management, and implementation of the services under this Agreement, including best efforts to schedule and participate in the following:
 - Regular as agreed upon meetings between school administration and administrative members of the CSO including the CEO and Business Director;
 - The CFO of the School will attend regularly scheduled budget meetings of the CSO;
 - Meetings shall occur regularly as agreed upon with the Instructional Materials Administrator of the School and the CSO Library Coordinator;
- i. All of the School's funds shall be maintained in the School's accounts, over which the governing body of the School (and its designee) shall have signature authority, to allow payment of expenses contemplated in the Board-approved budget and fees from the School's accounts.
- j. The School shall be solely responsible for maintaining day-to-day relations with the Authorizers or other appropriate regulators.

2. Independent Service Provider. The Parties acknowledge that the School is a member of SGCA pursuant to California Corporations Code Section 5056. The relationship

created by this Agreement is that of SGCA as a service provider to the School. It does not create a partnership, joint venture, or employment relationship. Nothing in this Agreement shall confer upon any SGCA or School employee any rights or remedies, including any right to employment or joint-employment, as an employee of the other Party. The Parties agree as follows:

a. **Employment and Supervision:** All SGCA employees providing services to the School shall be and remain employed by SGCA and shall at all times be subject to the direction, supervision, and control of SGCA. All School employees shall be and remain employed by the School and shall at all times be subject to the direction, supervision, and control of the School.

b. **Employment Termination:** The School shall not have any right to terminate the employment of any SGCA employee providing services to the School. SGCA will notify the school of any SGCA employee termination, hiring, or employment change. SGCA shall not have any right to terminate the employment of any School employee.

c. **Employee Leasing Prohibition:** The Parties agree that SGCA shall not lease its employees to the School. The School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. The School shall determine and manage compensation (salary and benefit) plans for its employees. The School may consult with SGCA regarding the provision of services, but ultimate responsibility for employment decisions shall rest with the School. It shall be the School's sole responsibility to provide any applicable notice(s) to its employees regarding SGCA's provision of such support to the School or access to the School's records to support the brokering of medical insurance.

d. **Screening:** SGCA certifies that any of its employees who perform school-site services or transportation services for the School, or who may have substantial contact with students at the School as determined by the School in its reasonable discretion, shall be screened in compliance with Education Code section 45125.1 and SGCA shall otherwise comply with that statute. SGCA shall provide the School with documentation evidencing compliance with these requirements.

3. Services Provided by SGCA. During the term of this Agreement, SGCA shall provide to the School the goods and services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the "**Services**"). With prior written permission of the School, SGCA may subcontract with third parties for the provision of the Services. Any subcontracting arrangement shall not relieve SGCA of its responsibilities and obligations under this Agreement. The Parties reserve the right to modify the Services at any time by amending Attachment A in writing. Any adjustments to the Services shall be accompanied by corresponding adjustments to the Annual Fee as specified in Section 5 of this Agreement. As of the Effective Date, SGCA certifies and warrants that it is and shall remain in compliance with all local, state, and federal laws, ordinances, regulations, and statutes relating to this Agreement and the performance of the Services ("Applicable Laws"), including, but not limited to Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"). The School shall be responsible for all services and operations that are not otherwise expressly to be provided by SGCA in Attachment A (Services).

4. Term. The term of this Agreement shall commence on July 1, 2024, and continue through June 30, 2025, and be subject to any amendments to the Services or Annual Fee in accordance with Sections 3 and 5. This Agreement may be amended in accordance with Section 24 or terminated in accordance with Section 16.

5. Annual Fee. Clarksville Charter School shall pay SGCA an annual fee of \$727,242.00 (Annual Fee).

- a. The Annual Fee shall be paid by the School to SGCA in twelve (12) monthly installments per fiscal year, with each payment being due no later than the tenth (10th) day of each month. SGCA will invoice the School monthly.
- b. Forty-five (45) days after the end of the fiscal year, SGCA will refund the School any proportional amount of unspent revenue from the current fiscal year minus a 3% reserve (based on the current fiscal year budget).
- c. A mid-year budget-to-actuals review shall occur to include cash on hand, fund balance, and budget versus actuals. SGCA shall provide a copy of this review to the School no later than 1/30/2025.
- d. The Annual Fee shall be reviewed and renegotiated by SGCA and the member schools annually during the third quarter based on SGCA's current year actuals and the next fiscal year's projections. SGCA will meet with and provide the School with a draft of the next fiscal year's budget to include its Total Costs to provide the Services for the coming fiscal year and all sections of the budget.
- e. Any member or SGCA may propose adjustments at any time to increase or decrease the Annual Fee (e.g., as a result of the schools' increased enrollment causing SGCA to hire additional employees), taking into account that SGCA is organized as a 501(c)(3) tax-exempt supporting organization. SGCA and its members shall negotiate any such adjustments in good faith, and any adjustment of the Annual Fee shall be documented in writing and approved by the governing bodies of the member schools at a regularly scheduled board meeting.
- f. Detailed quarterly budget reports from SGCA shall be provided to the School's board for review.
- g. SGCA shall provide monthly financial presentations to its board.

6. Costs. In addition to the Annual Fee, School shall reimburse SGCA for direct "pass-through" costs and expenses, if any, incurred in performing the Services with prior approval of the School consistent with the School's fiscal policies and procedures, including, but not limited to equipment, materials, or supplies purchased from third parties at the request of the School; platform subscription or license fees; filing or corporate fees; and fees of other third parties consulted by SGCA at the request of the School. However, no pass-through costs will be owed for expenses that are built into SGCA's Annual Fee, including services provided

by subcontractors. Additionally, no costs will be covered unless expressly agreed to by the School in writing.

- a. In the event that SGCA purchases equipment, materials, or supplies at the request of the School pursuant to this Agreement, SGCA shall be responsible for compliance with the procurement policies and processes approved by the governing body of the School and shall not include any mark-up, added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies that SGCA purchases on behalf of the School shall be and remain the property of the School.
- b. All agreed-upon reimbursable costs of SGCA charged to the School shall be itemized on SGCA invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g., copies of receipts or purchase orders).

7. Annual Notice. As a supporting organization for its member schools, SGCA shall, at least annually, provide the School with a copy of its most recent Form 990, a description of the support, in services and otherwise, provided to its members, and its most current articles and bylaws, not later than the 5th day of the 5th month after the close of the year for which the Form 990 is filed. Any and all changes to articles and bylaws shall be done with the approval of the member schools.

8. Cooperation. The School shall make available to SGCA, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for SGCA to provide the Services under this Agreement. School staff shall work closely and cooperatively with SGCA to facilitate SGCA's effective performance and delivery of the Services. SGCA shall make available to the School, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for the School to meet compliance deadlines and operational requirements.

9. Conflicts of Interest. The Parties recognize that it is important that the School be assured that SGCA staff acts at all times with integrity. The School has adopted a conflict of interest code under the California Political Reform Act. SGCA acknowledges that the School may require certain SGCA staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that act.

10. Intellectual Property. The intellectual property, including any work product, materials, products, inventions, works, and deliverables ("**Intellectual Property**"), independently developed or prepared by SGCA pursuant to this Agreement is and shall remain the exclusive property of SGCA. Similarly, any Intellectual Property owned by the School, or another member school supported by SGCA, and used by SGCA related to this Agreement is and shall remain the property of the School, or the other member school. Neither party shall be allowed to alter, arrange, transform, modify, or create derivative works from the Intellectual Property of the other without express written permission. All Intellectual Property created independently by either party shall remain that party's Intellectual Property. No Party shall have the right to grant a license, sublicense, or any other use or rights to the Intellectual Property of the other Party. Upon expiration or termination of this Agreement, the Intellectual Property of each Party in the possession of the other Party shall be returned and/or destroyed, as

applicable. All jointly created materials and documents shall be shared by both parties in the event that the service agreement is terminated.

- a. **Domain Name, Google emails, and Data.** The School is the registered owner of the domain name. All member schools' email and data housed on the Google tenant platform shared with SGCA is owed by the member school. The Google tenant is shared and administered in collaboration with SGCA. This co-hosting does not waive the legal ownership of all email and data for the member schools housed within the Google tenant. The member school reserves the right to have supervised administrative access to the Google tenant for the purpose of data migration. There is no presumed access to member school email and data housed on the Google tenant by SGCA. Member schools maintain exclusive ownership of their emails and data. No breach of this firewall may occur without explicit written permission from the member school's Executive Director.
- b. **Websites.** The School will support SGCA in the development and upkeep of the SGCA website, content, and messaging.

11. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall maintain and enforce administrative, technical, and physical safeguards to protect the confidentiality of the other Party's Confidential Information.

- a. **"Confidential Information"** means non-public information (i.e., not subject to disclosure under the Public Records Act) whether or not marked as "confidential" or "proprietary." Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure to the recipient; (ii) is released to any other person or entity (including governmental agencies) without restriction as required by law; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.
- b. If disclosure of Confidential Information is requested pursuant to law, statute, rule, or regulation (including a subpoena, a request made to the School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.
- c. The Parties understand and acknowledge that the School's financial, educational, and student records are School property and may be subject to the California Public Records Act. SGCA shall make all School records physically or electronically available to the School, upon School's request.
- d. The finance and other records of the School maintained by SGCA shall be made available to the School's independent auditor upon request of the

School.

- e. SGCA's monthly financial reports of the fiscal components showing budget to actuals for each object code as well as the confidential payroll tab will be provided to the Executive Director and CFO at regular meetings.
- f. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and SGCA shall not keep copies of any School confidential information.
- g. SGCA shall ensure that only those with a need to have access to School confidential information have access to these records. SGCA agrees that their staff will sign confidentiality agreements if requested by the School.

12. Student Information. The Parties will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy. SGCA is a "third party" that may receive pupil records under California Education Code Section 49073.1(d)(6).

- a. SGCA shall be designated as having a legitimate educational interest in accessing the School's student education records, as that term is defined by and for purposes of FERPA, thereby allowing SGCA to access personally identifiable information from student education records from the School in order to provide its services. For purposes of this Agreement, the term "personally identifiable information" ("PII") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.
- b. SGCA shall not use or disclose pupil records, including personally identifiable information, received from or on behalf of the School except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by the School. SGCA shall protect the pupil records it receives from or on behalf of the School in compliance with applicable state and federal law. SGCA will designate and train responsible individuals to ensure the security and confidentiality of pupil records. SGCA shall develop, implement, maintain, and use administrative, technical, and physical security measures to preserve the confidentiality of all electronically transmitted pupil records received from or on behalf of the School. In the event of an unauthorized disclosure of PII, SGCA shall notify the School as soon as practicable, and shall, upon the School's request, notify affected parents, legal guardians, and eligible pupils using reasonably available technological means such as electronic mail.
- c. SGCA shall not use PII in pupil records to engage in targeted advertising.
- d. Within 60 days of the termination or expiration of this Agreement, SGCA shall certify in writing that all protected student information in the

possession of SGCA has been returned.

13. Insurance.

- a. The School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. The School shall name SGCA as an additional insured under all the School's policies.

At a minimum, SGCA shall procure and maintain general liability insurance covering all activities of SGCA personnel performing the obligations of this Agreement with coverage of not less than one million dollars (\$1,000,000) for any incident, two million dollars (\$2,000,000) annual aggregate per incident, and three million dollars (\$3,000,000) excess liability policy for a minimum of five million dollars (\$5,000,000) aggregate limit. At a minimum, SGCA shall procure and maintain professional liability insurance covering all activities of SGCA personnel performing the obligations of this Agreement with coverage of not less than three million dollars (\$3,000,000). Coverage should include abuse and molestation and assault and battery coverage with no exclusions, which coverage shall be obtained by SGCA as soon as practicable. SGCA shall add the School as an additional insured to SGCA's insurance policies and shall provide the School with such proof upon the School's request. SGCA's applicable policies shall be primary and noncontributory and waiver of subrogation endorsements. SGCA shall name the School as an additional insured under all SGCA's policies.

- b. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.
- c. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School and not employees of SGCA; and that the staff of SGCA are employees of SGCA and not employees of the School.

14. Quality Control. SGCA agrees to use its best efforts to maintain high-quality and responsive services at all times. If the School has a concern regarding the quality of any SGCA Service (or a concern regarding any SGCA employee providing services to the School), it shall provide the details of the concern in writing to the CEO of SGCA noting the particular service and the concerns and facts supporting the quality concern ("Notice of Concern"). SGCA will work to improve any service quality concern noted in the Notice of Concern pursuant to this section as quickly as possible, but in no event more than five (5) business days following receipt of the Notice of Concern. If the School continues to have a concern regarding the quality of the service noted in the Notice of Concern, the School may issue a Corrective Action Plan ("CAP") to SGCA reasonably designed to ameliorate the quality concern. The CAP will include (1) an assessment of the quality deficiency; (2) a synopsis of the corrective action(s) to be taken; and (3) a planned CAP completion date – when all corrective actions will be completed. If SGCA fails to fully implement the CAP or fails to fully implement the CAP by the date specified therein, the School may take over that particular service(s) and determine how

much the School's Service Fee, as described in Section 5, shall be reduced by the reduction in services.

15. Evaluations.

- a. Annual Customer Evaluation Survey. In addition to the Quality Control measures provided in Section 14, at least once annually, SGCA will send the member schools a customer service evaluation in the second half of the school year to allow the member schools to provide feedback and input to SGCA.
- b. Annual SGCA Leadership Staff Evaluations. Before the Annual Evaluation of SGCA's Leadership Staff, member schools will be allowed to provide SGCA's Board with feedback and input regarding SGCA's Leadership Staff. The actual evaluations will remain the responsibility of the SGCA.
- c. Annual SGCA CEO Evaluations. Before the Annual Evaluation of SGCA's CEO, member schools will be allowed to provide SGCA's Board with feedback and input regarding SGCA's CEO. The actual evaluation will remain the responsibility of the SGCA Board.

16. Termination.

- a. The School may terminate this Agreement without cause or a financial penalty upon at least sixty (60) days written notice to SGCA, and such termination shall be effective as of the end of the then-current school year to minimize disruptions to the School's operations and the operations of the other member schools supported by SGCA.
- b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure. If the other party fails to cure the breach to the satisfaction of the other, the Agreement may be terminated immediately following the cure period.
- c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of the Parties in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.
- d. In the event of termination for any reason, the following conditions shall

apply:

- The School shall pay SGCA any due and unpaid portion of the Annual Fee and costs for Services performed by SGCA through the effective date of termination.
- SGCA shall provide assistance to the School to transition to another service provider, during which time the School shall reimburse SGCA for all reasonable expenses incurred by SGCA in providing such transition assistance.
- The School shall cease all use of the Intellectual Property of SGCA as soon as reasonably practicable but in no event later than the current school year. SGCA shall cease all use of the Intellectual Property of the School as soon as reasonably practicable but in no event later than the current school year.
- As soon as practicable, SGCA shall return to the School all student-related, fiscal, and human resources data, and all other records of the School maintained by SGCA, whether held in electronic or physical form. SGCA shall additionally: complete a full data migration of the School's data and records in a disaggregated and accessible/usable format; migrate Google accounts from the current domain to a new domain, if applicable; configure new G-Suite domains, if applicable; transfer any ownership rights in the School's Intellectual Property, including domain name(s).

17. Liability. Each Party shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of the other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.

18. Indemnification.

- a. SGCA shall indemnify, defend, and hold harmless the School, and its officers, employees, and agents ("School Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("Claims"), raised by third parties against any School Indemnitees arising out of the SGCA's performance of its obligations under this agreement, negligence, or willful misconduct, except for such loss or damage arising from the sole negligence or willful misconduct of the School Indemnitees. In the event any School Indemnitee is made a party to any Claim arising from SGCA's actions, SGCA shall provide a defense to the School Indemnitees or at the School's option reimburse the School Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

School shall indemnify, defend, and hold harmless the SGCA, and its officers, employees, and agents ("SGCA Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or

damages, including reasonable attorneys' fees and costs of litigation ("Claims"), raised by third parties against any SGCA Indemnitees arising out of the School's performance of its obligations under this agreement, negligence, or willful misconduct, except for such loss or damage arising from the sole negligence or willful misconduct of the SGCA. In the event any SGCA Indemnitee is made a party to any Claim arising from School's actions, School shall provide a defense to the SGCA Indemnites or at the SGCA's option reimburse the SGCA Indemnites their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

- b. **Notice and Defense.** The indemnified party pursuant to Section 18a above (the "Indemnified Party") shall give the party providing indemnification thereunder (the "Indemnifying Party") prompt written notice of any claims, losses, damages, liabilities, penalties, fines, expenses or costs subject to indemnification ("Indemnified Claims"), and if requested by the Indemnified Party requests, the Indemnifying Party shall undertake the defense thereof by representatives chosen by the Indemnifying Party and agreed to by the Indemnified Party, which agreement will not be unreasonably withheld, delayed, or conditioned. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, solely for the use of the Indemnifying Party and its representatives in defending any such Indemnified Claim, and shall in other respects give reasonable cooperation in such defense.

19. Fiduciary Obligations. The governing bodies for both Parties have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the Services contained herein are in the best interests of their respective organizations, and that the compensation to be paid is fair and reasonable.

20. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

21. Dispute Resolution. If a dispute arises out of, or in connection with this Agreement, and the Parties do not resolve some or all of the dispute through negotiation, then the Parties agree to attempt to resolve the matter through mediation prior to the filing of any litigation. Following negotiations, either Party may submit a notice of intent to mediate. This notice shall be in writing and shall specify the issue(s) in dispute. The Parties agree to jointly select a mediator. Each Party shall be responsible for its own costs and expenses related to participation in mediation. Each Party shall cooperate fully and fairly with the mediator and shall attempt to reach a mutually satisfactory compromise on the matter in dispute. If the matter is not resolved pursuant to this section within thirty (30) days from initiation of the dispute resolution either party may resort to any legal remedy available to that party including

litigation.

22. Notice. All notices, requests, demands, or other communications (collectively “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 receipt if transmitted by email or personally served on the Party to whom Notice is to be given, 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:

To SGCA: Sequoia Grove Charter Alliance
ATTN: Julie Haycock-Cavender
8950 Cal Center Drive, Suite 110
Sacramento, CA 95826
Email: julie.haycock@sequoiagrove.org

To School: Clarksville Charter School
ATTN: Jenell Sherman, Executive Director
4818 Golden Foothill Pkwy, Suite #9
El Dorado Hills, CA 95762
Email: jenell.sherman@sequoiagrove.org

23. Headings. The descriptive headings of the sections and/ or 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.

24. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both Parties indicating an intent to amend this Agreement. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the Annual Fee, if necessary. Such amendments may be negotiated directly by the staff of the School and SGCA at any time and shall be brought to the governing body of each Party to approve, if necessary. If any Authorizer raises material concerns in relation to this Agreement or the delivery of the Services, the Parties will discuss and negotiate in good faith how to address such concerns and whether any modifications to the Services or this Agreement are necessary.

25. Entire Agreement. This Agreement 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

26. Arm’s Length and Independent Counsel. This Agreement has been negotiated at arm’s length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by or had an opportunity to seek advice from, its independent counsel regarding this Agreement.

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 California 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 purpose of this Agreement.

29. Governing Law. This Agreement shall be governed by and interpreted under California law.

30. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

31. Counterparts. This Agreement may be executed in two or more counterparts, including by DocuSign or other electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date above.

Sequoia Grove Charter Alliance, a California nonprofit public benefit Corporation
By: _____
Name: _____
Title: _____
Date: _____

Clarksville Charter School, a California nonprofit public benefit Corporation
By: _____
Name: _____
Title: _____
Date: _____



ATTACHMENT A DESCRIPTION OF SGCA SERVICES

- 1. INSURANCE / GROUP RATE FOR MEDICAL BENEFITS / ENROLLMENT AND SUPPORT**
 - A. Support with securing group rates for Medical Benefits
 - B. Split bill the Schools for Medical Benefits

- 2. PASS-THROUGH GROUP LICENSING AND GROUP ENROLLMENT**
 - A. Work with the School as an “honest broker” to purchase requested group licenses shared amongst the member schools.
 - B. Subscriptions vary year to year based on school input and availability.
 - C. Split bill the schools for pass-through bulk contracts

- 3. TECHNOLOGY – FIREWALLS – TECHNICAL SUPPORT – PHONE SERVICES – INTERNET SERVICE – SOFTWARE LICENSING - BULK PRICING, SUPPORT, ORDER FULFILLMENT**
 - A. Student Tech Equipment Order Fulfillment, Returns, and Repairs
 - B. Teacher & Staff Tech Equipment Order Fulfillment, Returns, and Repairs
 - C. Set-up and maintenance of AWS account
 - D. Set-up, maintenance, and distribution of Testing computers
 - E. Procurement, maintenance, and distribution of internet hotspots
 - F. Set up and maintenance of telecommunication systems (phones)
 - G. Information Technology Desktop Support for Staff & Students
 - H. Set up and maintenance of equipment in physical offices (internet, infrastructure, printing)
 - I. Accounting and inventory of all Tech assets
 - J. Maintain software agreements and licensing
 - K. Tech Vendor interface
 - L. AUP (Acceptable Use Policy) Compliance Support
 - M. Network and Device Content Filtering and Virus Support (Compliance with: The Children Internet Protection Act (CIPA), Children’s Online Privacy Protection Act and Rule (COPPA), Family Educational Rights and Privacy Act (FERPA), and Health Insurance Portability and Accountability Act of 1996 (HIPAA))
 - N. Maintain firewall between member school and Sequoia Grove to ensure ownership and confidentiality of emails and data
 - O. Maintain shared Google tenant for member school and Sequoia Grove
 - P. Coordinating bulk hardware and software purchases
 - Q. Shipping costs for family/ student Tech and Teacher devices billed back at the actual cost to the appropriate School
 - R. Ensure adequate tech equipment is available for all schools for local and state testing
 - S. Track and oversee computer and router numbers
 - T. Provide support to all test locations and teachers throughout the window, including, but not limited to basic tech troubleshooting and student login issues. Assist with DAY-OF testing site delivery and support

4. LENDING LIBRARY –VEHICLES – DRIVER – INVENTORY CONTROLS

- A. Maintain Lending Library System
- B. Maintain Lending Library Materials/Inventory
- C. Collaborate with schools on library schedule and maintain the calendar
- D. Maintain Returns System
- E. Implement the Charter Inventory Returns Process/ restitution process
- F. Provide mobile lending library van(s) and driver(s)
- G. Community engagement i.e Newsletters and Social Media posts
- H. Participate in and support school events
- I. Perform shipping process for library materials
- J. Check inventory to ensure all items are included and in good working order for each order
- K. Maintain Van registration, insurance, repairs, and maintenance

5. EVENTS

- A. School Events
 - a. Provide assistance as requested for staff, student, and community events, including but not limited to dances, graduation, showcases, fall events, planner distribution, technology distribution, CAASPP, PFT, etc. Support may include securing facilities, preparation of consumable materials, delivering and set-up of requested food, beverages, or prizes, event set-up, teardown, storing of event materials, and staffing of events or other requested services.
 - b. Other events can be added with additional negotiated rates
- B. Testing Events
 - a. Create and maintain Physical Fitness Testing (PFT) test boxes: ruler, stopwatch, etc. approx.
 - b. Provide and prepare snacks and awards for students at the Health and Wellness Fair/PFT and CAASPP (SGCA-funded)
 - i. Collaborate with Testing Coordinators for supply order
 - c. Schedule Library pick-up and delivery day in conjunction with Testing locations/dates
 - d. Provide live tech support during testing sessions

6. OPERATIONS – FACILITIES MANAGEMENT – WORKSPACE

- A. Assist member schools with school-operated facilities as requested, including leases, utility contracts, janitorial, appropriate licensing
- B. Provide open workspace and access for school staff and teachers in both Sequoia Grove office buildings inclusive of appropriate seating, internet access, copy/fax, and comfort control

7. FUNDRAISING- DONATIONS- SPECIAL EVENTS

- A. Provide and coordinate fundraising efforts on behalf of the member schools to support their special projects
- B. Collect, verify, and keep a record of all charitable donations
- C. SGCA will keep an appropriate accounting record of all fundraising, donations, and special event monies received. SGCA and the Schools will meet regularly to determine the appropriate usage of said funds.
- D. SGCA will provide payment to vendors as needed
- E. Provide all donors with an appropriate charitable donation receipt. Any thank-you gift for the donor should be paid for from the donations collected and recorded on

the accounting register.

- F. Provide regular updates and regular accounting while fundraising projects are underway

8. **RECOGNITION**

- A. Annual Founders Award for graduate
 - a. Provide ongoing support for the funding of the Annual Founders Award scholarship fund
 - b. Provide one \$1000 Founders Award Scholarship
- B. Staff Appreciation
 - a. In collaboration with school staff, design and provide a Baby Care package for staff members who add an infant family member during the school year, SGCA-funded
 - b. Other staff appreciation events and/ or packages as agreed upon with schools

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2024 (“**Effective Date**”) by and between Sequoia Grove Charter Alliance, a California nonprofit public benefit corporation (“**SGCA**”), and Feather River Charter School, a California nonprofit public benefit corporation (“**School**”), each of which may be referred to herein as a “**Party**” or collectively as the “**Parties**”, with respect to the following:

WHEREAS, SGCA was formed by the member schools to serve as a supporting organization pursuant to Internal Revenue Code Section 501(c)(3) by providing task-related administrative support services and goods to the public charter schools operated by the member schools and under the supervision and ultimate decision-making authority of the governing body of the member schools.

WHEREAS, the School is a member of SGCA pursuant to Corporations Code Section 5056 and the Bylaws of SGCA. The School operates a California public charter school by the same name, Feather River Charter School, pursuant to a charter authorized by the Winship-Robbins School District (“**Authorizer**”) through June 30, 2027 (“**Charter**”).

WHEREAS, the School desires to contract with SGCA for administrative support services pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the School’s charter and applicable law.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Relationship of the Parties; Scope of Authority. SGCA will deliver task-related services and goods pursuant to this Agreement. The Parties understand and agree as follows:

- a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. The governing body of the School, and not SGCA, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring that the School adheres to all applicable laws and is accountable to its authorizer pursuant to the Charter.
- b. School shall at all times remain an independent, self-governing public body that shall comply with applicable laws, including but not limited to the California Brown Act, Public Records Act, Political Reform Act, and the provisions of Government Code section 1090, *et seq.*
- c. SGCA will follow the Brown Act for all governing board meetings which includes publishing their board agenda and packet online for the member schools and public to view. To the extent not otherwise specified as a duty of SGCA pursuant to the scope of Services, all duties applicable to the proper operation of the School’s public charter schools shall remain the

responsibility of the School.

- d. SGCA will not be required to provide any service set forth in this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause or causes outside SGCA's and/or School's reasonable control, would require SGCA or School to violate applicable law or cause SGCA to be considered an "entity managing a charter school" pursuant to the Charter Schools Act. If any service is terminated pursuant to this subdivision the parties shall renegotiate the agreement and service fees accordingly.
- e. SGCA will use, pursuant to the terms and conditions described in this Agreement, best efforts to provide all Services with due care, in good faith, and in exchange for reasonable compensation taking into account that SGCA is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).
- f. To the extent there are any conflicts between the terms of the School's charter and the terms of this Agreement, the terms of the charter shall control. It shall be the School's sole responsibility to ensure that this Agreement and the Services provided by SGCA pursuant to this Agreement comply with and are consistent with the Charter.
- g. SGCA will not have the authority to enter into or bind the School in any contract or other obligations absent express written authority from the School.
- h. SGCA shall collaborate with the School in the development, management, and implementation of the services under this Agreement, including best efforts to schedule and participate in the following:
 - Regular as agreed upon meetings between school administration and administrative members of the CSO including the CEO and Business Director;
 - The CFO of the School will attend regularly scheduled budget meetings of the CSO;
 - Meetings shall occur regularly as agreed upon with the Instructional Materials Administrator of the School and the CSO Library Coordinator;
- i. All of the School's funds shall be maintained in the School's accounts, over which the governing body of the School (and its designee) shall have signature authority, to allow payment of expenses contemplated in the Board-approved budget and fees from the School's accounts.
- j. The School shall be solely responsible for maintaining day-to-day relations with the Authorizers or other appropriate regulators.

2. Independent Service Provider. The Parties acknowledge that the School is a member of SGCA pursuant to California Corporations Code Section 5056. The relationship

created by this Agreement is that of SGCA as a service provider to the School. It does not create a partnership, joint venture, or employment relationship. Nothing in this Agreement shall confer upon any SGCA or School employee any rights or remedies, including any right to employment or joint-employment, as an employee of the other Party. The Parties agree as follows:

a. **Employment and Supervision:** All SGCA employees providing services to the School shall be and remain employed by SGCA and shall at all times be subject to the direction, supervision, and control of SGCA. All School employees shall be and remain employed by the School and shall at all times be subject to the direction, supervision, and control of the School.

b. **Employment Termination:** The School shall not have any right to terminate the employment of any SGCA employee providing services to the School. SGCA will notify the school of any SGCA employee termination, hiring, or employment change. SGCA shall not have any right to terminate the employment of any School employee.

c. **Employee Leasing Prohibition:** The Parties agree that SGCA shall not lease its employees to the School. The School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. The School shall determine and manage compensation (salary and benefit) plans for its employees. The School may consult with SGCA regarding the provision of services, but ultimate responsibility for employment decisions shall rest with the School. It shall be the School's sole responsibility to provide any applicable notice(s) to its employees regarding SGCA's provision of such support to the School or access to the School's records to support the brokering of medical insurance.

d. **Screening:** SGCA certifies that any of its employees who perform school-site services or transportation services for the School, or who may have substantial contact with students at the School as determined by the School in its reasonable discretion, shall be screened in compliance with Education Code section 45125.1 and SGCA shall otherwise comply with that statute. SGCA shall provide the School with documentation evidencing compliance with these requirements.

3. Services Provided by SGCA. During the term of this Agreement, SGCA shall provide to the School the goods and services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the "**Services**"). With prior written permission of the School, SGCA may subcontract with third parties for the provision of the Services. Any subcontracting arrangement shall not relieve SGCA of its responsibilities and obligations under this Agreement. The Parties reserve the right to modify the Services at any time by amending Attachment A in writing. Any adjustments to the Services shall be accompanied by corresponding adjustments to the Annual Fee as specified in Section 5 of this Agreement. As of the Effective Date, SGCA certifies and warrants that it is and shall remain in compliance with all local, state, and federal laws, ordinances, regulations, and statutes relating to this Agreement and the performance of the Services ("Applicable Laws"), including, but not limited to Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"). The School shall be responsible for all services and operations that are not otherwise expressly to be provided by SGCA in Attachment A (Services).

4. Term. The term of this Agreement shall commence on July 1, 2024, and continue through June 30, 2025, and be subject to any amendments to the Services or Annual Fee in accordance with Sections 3 and 5. This Agreement may be amended in accordance with Section 24 or terminated in accordance with Section 16.

5. Annual Fee. Feather River Charter School shall pay SGCA an annual fee of \$839,125.39 (Annual Fee).

- a. The Annual Fee shall be paid by the School to SGCA in twelve (12) monthly installments per fiscal year, with each payment being due no later than the tenth (10th) day of each month. SGCA will invoice the School monthly.
- b. Forty-five (45) days after the end of the fiscal year, SGCA will refund the School any proportional amount of unspent revenue from the current fiscal year minus a 3% reserve (based on the current fiscal year budget).
- c. A mid-year budget-to-actuals review shall occur to include cash on hand, fund balance, and budget versus actuals. SGCA shall provide a copy of this review to the School no later than 1/30/2025.
- d. The Annual Fee shall be reviewed and renegotiated by SGCA and the member schools annually during the third quarter based on SGCA's current year actuals and the next fiscal year's projections. SGCA will meet with and provide the School with a draft of the next fiscal year's budget to include its Total Costs to provide the Services for the coming fiscal year and all sections of the budget.
- e. Any member or SGCA may propose adjustments at any time to increase or decrease the Annual Fee (e.g., as a result of the schools' increased enrollment causing SGCA to hire additional employees), taking into account that SGCA is organized as a 501(c)(3) tax-exempt supporting organization. SGCA and its members shall negotiate any such adjustments in good faith, and any adjustment of the Annual Fee shall be documented in writing and approved by the governing bodies of the member schools at a regularly scheduled board meeting.
- f. Detailed quarterly budget reports from SGCA shall be provided to the School's board for review.
- g. SGCA shall provide monthly financial presentations to its board.

6. Costs. In addition to the Annual Fee, School shall reimburse SGCA for direct "pass-through" costs and expenses, if any, incurred in performing the Services with prior approval of the School consistent with the School's fiscal policies and procedures, including, but not limited to equipment, materials, or supplies purchased from third parties at the request of the School; platform subscription or license fees; filing or corporate fees; and fees of other third parties consulted by SGCA at the request of the School. However, no pass-through costs will be owed for expenses that are built into SGCA's Annual Fee, including services provided

by subcontractors. Additionally, no costs will be covered unless expressly agreed to by the School in writing.

- a. In the event that SGCA purchases equipment, materials, or supplies at the request of the School pursuant to this Agreement, SGCA shall be responsible for compliance with the procurement policies and processes approved by the governing body of the School and shall not include any mark-up, added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies that SGCA purchases on behalf of the School shall be and remain the property of the School.
- b. All agreed-upon reimbursable costs of SGCA charged to the School shall be itemized on SGCA invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g., copies of receipts or purchase orders).

7. Annual Notice. As a supporting organization for its member schools, SGCA shall, at least annually, provide the School with a copy of its most recent Form 990, a description of the support, in services and otherwise, provided to its members, and its most current articles and bylaws, not later than the 5th day of the 5th month after the close of the year for which the Form 990 is filed. Any and all changes to articles and bylaws shall be done with the approval of the member schools.

8. Cooperation. The School shall make available to SGCA, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for SGCA to provide the Services under this Agreement. School staff shall work closely and cooperatively with SGCA to facilitate SGCA's effective performance and delivery of the Services. SGCA shall make available to the School, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for the School to meet compliance deadlines and operational requirements.

9. Conflicts of Interest. The Parties recognize that it is important that the School be assured that SGCA staff acts at all times with integrity. The School has adopted a conflict of interest code under the California Political Reform Act. SGCA acknowledges that the School may require certain SGCA staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that act.

10. Intellectual Property. The intellectual property, including any work product, materials, products, inventions, works, and deliverables ("**Intellectual Property**"), independently developed or prepared by SGCA pursuant to this Agreement is and shall remain the exclusive property of SGCA. Similarly, any Intellectual Property owned by the School, or another member school supported by SGCA, and used by SGCA related to this Agreement is and shall remain the property of the School, or the other member school. Neither party shall be allowed to alter, arrange, transform, modify, or create derivative works from the Intellectual Property of the other without express written permission. All Intellectual Property created independently by either party shall remain that party's Intellectual Property. No Party shall have the right to grant a license, sublicense, or any other use or rights to the Intellectual Property of the other Party. Upon expiration or termination of this Agreement, the Intellectual Property of each Party in the possession of the other Party shall be returned and/or destroyed, as

applicable. All jointly created materials and documents shall be shared by both parties in the event that the service agreement is terminated.

- a. **Domain Name, Google emails, and Data.** The School is the registered owner of the domain name. All member schools' email and data housed on the Google tenant platform shared with SGCA is owed by the member school. The Google tenant is shared and administered in collaboration with SGCA. This co-hosting does not waive the legal ownership of all email and data for the member schools housed within the Google tenant. The member school reserves the right to have supervised administrative access to the Google tenant for the purpose of data migration. There is no presumed access to member school email and data housed on the Google tenant by SGCA. Member schools maintain exclusive ownership of their emails and data. No breach of this firewall may occur without explicit written permission from the member school's Executive Director.
- b. **Websites.** The School will support SGCA in the development and upkeep of the SGCA website, content, and messaging.

11. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall maintain and enforce administrative, technical, and physical safeguards to protect the confidentiality of the other Party's Confidential Information.

- a. **"Confidential Information"** means non-public information (i.e., not subject to disclosure under the Public Records Act) whether or not marked as "confidential" or "proprietary." Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure to the recipient; (ii) is released to any other person or entity (including governmental agencies) without restriction as required by law; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.
- b. If disclosure of Confidential Information is requested pursuant to law, statute, rule, or regulation (including a subpoena, a request made to the School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.
- c. The Parties understand and acknowledge that the School's financial, educational, and student records are School property and may be subject to the California Public Records Act. SGCA shall make all School records physically or electronically available to the School, upon School's request.
- d. The finance and other records of the School maintained by SGCA shall be made available to the School's independent auditor upon request of the

School.

- e. SGCA's monthly financial reports of the fiscal components showing budget to actuals for each object code as well as the confidential payroll tab will be provided to the Executive Director and CFO at regular meetings.
- f. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and SGCA shall not keep copies of any School confidential information.
- g. SGCA shall ensure that only those with a need to have access to School confidential information have access to these records. SGCA agrees that their staff will sign confidentiality agreements if requested by the School.

12. Student Information. The Parties will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy. SGCA is a "third party" that may receive pupil records under California Education Code Section 49073.1(d)(6).

- a. SGCA shall be designated as having a legitimate educational interest in accessing the School's student education records, as that term is defined by and for purposes of FERPA, thereby allowing SGCA to access personally identifiable information from student education records from the School in order to provide its services. For purposes of this Agreement, the term "personally identifiable information" ("PII") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.
- b. SGCA shall not use or disclose pupil records, including personally identifiable information, received from or on behalf of the School except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by the School. SGCA shall protect the pupil records it receives from or on behalf of the School in compliance with applicable state and federal law. SGCA will designate and train responsible individuals to ensure the security and confidentiality of pupil records. SGCA shall develop, implement, maintain, and use administrative, technical, and physical security measures to preserve the confidentiality of all electronically transmitted pupil records received from or on behalf of the School. In the event of an unauthorized disclosure of PII, SGCA shall notify the School as soon as practicable, and shall, upon the School's request, notify affected parents, legal guardians, and eligible pupils using reasonably available technological means such as electronic mail.
- c. SGCA shall not use PII in pupil records to engage in targeted advertising.
- d. Within 60 days of the termination or expiration of this Agreement, SGCA shall certify in writing that all protected student information in the

possession of SGCA has been returned.

13. Insurance.

- a. The School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. The School shall name SGCA as an additional insured under all the School's policies.

At a minimum, SGCA shall procure and maintain general liability insurance covering all activities of SGCA personnel performing the obligations of this Agreement with coverage of not less than one million dollars (\$1,000,000) for any incident, two million dollars (\$2,000,000) annual aggregate per incident, and three million dollars (\$3,000,000) excess liability policy for a minimum of five million dollars (\$5,000,000) aggregate limit. At a minimum, SGCA shall procure and maintain professional liability insurance covering all activities of SGCA personnel performing the obligations of this Agreement with coverage of not less than three million dollars (\$3,000,000). Coverage should include abuse and molestation and assault and battery coverage with no exclusions, which coverage shall be obtained by SGCA as soon as practicable. SGCA shall add the School as an additional insured to SGCA's insurance policies and shall provide the School with such proof upon the School's request. SGCA's applicable policies shall be primary and noncontributory and waiver of subrogation endorsements. SGCA shall name the School as an additional insured under all SGCA's policies.

- b. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.
- c. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School and not employees of SGCA; and that the staff of SGCA are employees of SGCA and not employees of the School.

14. Quality Control. SGCA agrees to use its best efforts to maintain high-quality and responsive services at all times. If the School has a concern regarding the quality of any SGCA Service (or a concern regarding any SGCA employee providing services to the School), it shall provide the details of the concern in writing to the CEO of SGCA noting the particular service and the concerns and facts supporting the quality concern ("Notice of Concern"). SGCA will work to improve any service quality concern noted in the Notice of Concern pursuant to this section as quickly as possible, but in no event more than five (5) business days following receipt of the Notice of Concern. If the School continues to have a concern regarding the quality of the service noted in the Notice of Concern, the School may issue a Corrective Action Plan ("CAP") to SGCA reasonably designed to ameliorate the quality concern. The CAP will include (1) an assessment of the quality deficiency; (2) a synopsis of the corrective action(s) to be taken; and (3) a planned CAP completion date – when all corrective actions will be completed. If SGCA fails to fully implement the CAP or fails to fully implement the CAP by the date specified therein, the School may take over that particular service(s) and determine how

much the School's Service Fee, as described in Section 5, shall be reduced by the reduction in services.

15. Evaluations.

- a. Annual Customer Evaluation Survey. In addition to the Quality Control measures provided in Section 14, at least once annually, SGCA will send the member schools a customer service evaluation in the second half of the school year to allow the member schools to provide feedback and input to SGCA.
- b. Annual SGCA Leadership Staff Evaluations. Before the Annual Evaluation of SGCA's Leadership Staff, member schools will be allowed to provide SGCA's Board with feedback and input regarding SGCA's Leadership Staff. The actual evaluations will remain the responsibility of the SGCA.
- c. Annual SGCA CEO Evaluations. Before the Annual Evaluation of SGCA's CEO, member schools will be allowed to provide SGCA's Board with feedback and input regarding SGCA's CEO. The actual evaluation will remain the responsibility of the SGCA Board.

16. Termination.

- a. The School may terminate this Agreement without cause or a financial penalty upon at least sixty (60) days written notice to SGCA, and such termination shall be effective as of the end of the then-current school year to minimize disruptions to the School's operations and the operations of the other member schools supported by SGCA.
- b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure. If the other party fails to cure the breach to the satisfaction of the other, the Agreement may be terminated immediately following the cure period.
- c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of the Parties in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.
- d. In the event of termination for any reason, the following conditions shall

apply:

- The School shall pay SGCA any due and unpaid portion of the Annual Fee and costs for Services performed by SGCA through the effective date of termination.
- SGCA shall provide assistance to the School to transition to another service provider, during which time the School shall reimburse SGCA for all reasonable expenses incurred by SGCA in providing such transition assistance.
- The School shall cease all use of the Intellectual Property of SGCA as soon as reasonably practicable but in no event later than the current school year. SGCA shall cease all use of the Intellectual Property of the School as soon as reasonably practicable but in no event later than the current school year.
- As soon as practicable, SGCA shall return to the School all student-related, fiscal, and human resources data, and all other records of the School maintained by SGCA, whether held in electronic or physical form. SGCA shall additionally: complete a full data migration of the School's data and records in a disaggregated and accessible/usable format; migrate Google accounts from the current domain to a new domain, if applicable; configure new G-Suite domains, if applicable; transfer any ownership rights in the School's Intellectual Property, including domain name(s).

17. Liability. Each Party shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of the other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.

18. Indemnification.

- a. SGCA shall indemnify, defend, and hold harmless the School, and its officers, employees, and agents ("School Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("Claims"), raised by third parties against any School Indemnitees arising out of the SGCA's performance of its obligations under this agreement, negligence, or willful misconduct, except for such loss or damage arising from the sole negligence or willful misconduct of the School Indemnitees. In the event any School Indemnitee is made a party to any Claim arising from SGCA's actions, SGCA shall provide a defense to the School Indemnitees or at the School's option reimburse the School Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

School shall indemnify, defend, and hold harmless the SGCA, and its officers, employees, and agents ("SGCA Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or

damages, including reasonable attorneys' fees and costs of litigation ("Claims"), raised by third parties against any SGCA Indemnitees arising out of the School's performance of its obligations under this agreement, negligence, or willful misconduct, except for such loss or damage arising from the sole negligence or willful misconduct of the SGCA. In the event any SGCA Indemnitee is made a party to any Claim arising from School's actions, School shall provide a defense to the SGCA Indemnites or at the SGCA's option reimburse the SGCA Indemnites their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

- b. **Notice and Defense.** The indemnified party pursuant to Section 18a above (the "Indemnified Party") shall give the party providing indemnification thereunder (the "Indemnifying Party") prompt written notice of any claims, losses, damages, liabilities, penalties, fines, expenses or costs subject to indemnification ("Indemnified Claims"), and if requested by the Indemnified Party requests, the Indemnifying Party shall undertake the defense thereof by representatives chosen by the Indemnifying Party and agreed to by the Indemnified Party, which agreement will not be unreasonably withheld, delayed, or conditioned. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, solely for the use of the Indemnifying Party and its representatives in defending any such Indemnified Claim, and shall in other respects give reasonable cooperation in such defense.

19. Fiduciary Obligations. The governing bodies for both Parties have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the Services contained herein are in the best interests of their respective organizations, and that the compensation to be paid is fair and reasonable.

20. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

21. Dispute Resolution. If a dispute arises out of, or in connection with this Agreement, and the Parties do not resolve some or all of the dispute through negotiation, then the Parties agree to attempt to resolve the matter through mediation prior to the filing of any litigation. Following negotiations, either Party may submit a notice of intent to mediate. This notice shall be in writing and shall specify the issue(s) in dispute. The Parties agree to jointly select a mediator. Each Party shall be responsible for its own costs and expenses related to participation in mediation. Each Party shall cooperate fully and fairly with the mediator and shall attempt to reach a mutually satisfactory compromise on the matter in dispute. If the matter is not resolved pursuant to this section within thirty (30) days from initiation of the dispute resolution either party may resort to any legal remedy available to that party including

litigation.

22. Notice. All notices, requests, demands, or other communications (collectively “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 receipt if transmitted by email or personally served on the Party to whom Notice is to be given, 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:

To SGCA: Sequoia Grove Charter Alliance
ATTN: Julie Haycock-Cavender
8950 Cal Center Drive, Suite 110
Sacramento, CA 95826
Email: julie.haycock@sequoiagrove.org

To School: Feather River Charter School
ATTN: Jenell Sherman, Executive Director
4818 Golden Foothill Pkwy, Suite #9
El Dorado Hills, CA 95762
Email: jenell.sherman@sequoiagrove.org

23. Headings. The descriptive headings of the sections and/ or 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.

24. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both Parties indicating an intent to amend this Agreement. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the Annual Fee, if necessary. Such amendments may be negotiated directly by the staff of the School and SGCA at any time and shall be brought to the governing body of each Party to approve, if necessary. If any Authorizer raises material concerns in relation to this Agreement or the delivery of the Services, the Parties will discuss and negotiate in good faith how to address such concerns and whether any modifications to the Services or this Agreement are necessary.

25. Entire Agreement. This Agreement 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

26. Arm’s Length and Independent Counsel. This Agreement has been negotiated at arm’s length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by or had an opportunity to seek advice from, its independent counsel regarding this Agreement.

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 California 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 purpose of this Agreement.

29. Governing Law. This Agreement shall be governed by and interpreted under California law.

30. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

31. Counterparts. This Agreement may be executed in two or more counterparts, including by DocuSign or other electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date above.

Sequoia Grove Charter Alliance, a California nonprofit public benefit Corporation
By: _____
Name: _____
Title: _____
Date: _____

Feather River Charter School, a California nonprofit public benefit Corporation
By: _____
Name: _____
Title: _____
Date: _____



ATTACHMENT A DESCRIPTION OF SGCA SERVICES

- 1. INSURANCE / GROUP RATE FOR MEDICAL BENEFITS / ENROLLMENT AND SUPPORT**
 - A. Support with securing group rates for Medical Benefits
 - B. Split bill the Schools for Medical Benefits

- 2. PASS-THROUGH GROUP LICENSING AND GROUP ENROLLMENT**
 - A. Work with the School as an “honest broker” to purchase requested group licenses shared amongst the member schools.
 - B. Subscriptions vary year to year based on school input and availability.
 - C. Split bill the schools for pass-through bulk contracts

- 3. TECHNOLOGY – FIREWALLS – TECHNICAL SUPPORT – PHONE SERVICES – INTERNET SERVICE – SOFTWARE LICENSING - BULK PRICING, SUPPORT, ORDER FULFILLMENT**
 - A. Student Tech Equipment Order Fulfillment, Returns, and Repairs
 - B. Teacher & Staff Tech Equipment Order Fulfillment, Returns, and Repairs
 - C. Set-up and maintenance of AWS account
 - D. Set-up, maintenance, and distribution of Testing computers
 - E. Procurement, maintenance, and distribution of internet hotspots
 - F. Set up and maintenance of telecommunication systems (phones)
 - G. Information Technology Desktop Support for Staff & Students
 - H. Set up and maintenance of equipment in physical offices (internet, infrastructure, printing)
 - I. Accounting and inventory of all Tech assets
 - J. Maintain software agreements and licensing
 - K. Tech Vendor interface
 - L. AUP (Acceptable Use Policy) Compliance Support
 - M. Network and Device Content Filtering and Virus Support (Compliance with: The Children Internet Protection Act (CIPA), Children’s Online Privacy Protection Act and Rule (COPPA), Family Educational Rights and Privacy Act (FERPA), and Health Insurance Portability and Accountability Act of 1996 (HIPAA))
 - N. Maintain firewall between member school and Sequoia Grove to ensure ownership and confidentiality of emails and data
 - O. Maintain shared Google tenant for member school and Sequoia Grove
 - P. Coordinating bulk hardware and software purchases
 - Q. Shipping costs for family/ student Tech and Teacher devices billed back at the actual cost to the appropriate School
 - R. Ensure adequate tech equipment is available for all schools for local and state testing
 - S. Track and oversee computer and router numbers
 - T. Provide support to all test locations and teachers throughout the window, including, but not limited to basic tech troubleshooting and student login issues. Assist with DAY-OF testing site delivery and support

4. LENDING LIBRARY –VEHICLES – DRIVER – INVENTORY CONTROLS

- A. Maintain Lending Library System
- B. Maintain Lending Library Materials/Inventory
- C. Collaborate with schools on library schedule and maintain the calendar
- D. Maintain Returns System
- E. Implement the Charter Inventory Returns Process/ restitution process
- F. Provide mobile lending library van(s) and driver(s)
- G. Community engagement i.e Newsletters and Social Media posts
- H. Participate in and support school events
- I. Perform shipping process for library materials
- J. Check inventory to ensure all items are included and in good working order for each order
- K. Maintain Van registration, insurance, repairs, and maintenance

5. EVENTS

- A. School Events
 - a. Provide assistance as requested for staff, student, and community events, including but not limited to dances, graduation, showcases, fall events, planner distribution, technology distribution, CAASPP, PFT, etc. Support may include securing facilities, preparation of consumable materials, delivering and set-up of requested food, beverages, or prizes, event set-up, teardown, storing of event materials, and staffing of events or other requested services.
 - b. Other events can be added with additional negotiated rates
- B. Testing Events
 - a. Create and maintain Physical Fitness Testing (PFT) test boxes: ruler, stopwatch, etc. approx.
 - b. Provide and prepare snacks and awards for students at the Health and Wellness Fair/PFT and CAASPP (SGCA-funded)
 - i. Collaborate with Testing Coordinators for supply order
 - c. Schedule Library pick-up and delivery day in conjunction with Testing locations/dates
 - d. Provide live tech support during testing sessions

6. OPERATIONS – FACILITIES MANAGEMENT – WORKSPACE

- A. Assist member schools with school-operated facilities as requested, including leases, utility contracts, janitorial, appropriate licensing
- B. Provide open workspace and access for school staff and teachers in both Sequoia Grove office buildings inclusive of appropriate seating, internet access, copy/fax, and comfort control

7. FUNDRAISING- DONATIONS- SPECIAL EVENTS

- A. Provide and coordinate fundraising efforts on behalf of the member schools to support their special projects
- B. Collect, verify, and keep a record of all charitable donations
- C. SGCA will keep an appropriate accounting record of all fundraising, donations, and special event monies received. SGCA and the Schools will meet regularly to determine the appropriate usage of said funds.
- D. SGCA will provide payment to vendors as needed
- E. Provide all donors with an appropriate charitable donation receipt. Any thank-you gift for the donor should be paid for from the donations collected and recorded on

the accounting register.

- F. Provide regular updates and regular accounting while fundraising projects are underway

8. **RECOGNITION**

- A. Annual Founders Award for graduate
 - a. Provide ongoing support for the funding of the Annual Founders Award scholarship fund
 - b. Provide one \$1000 Founders Award Scholarship
- B. Staff Appreciation
 - a. In collaboration with school staff, design and provide a Baby Care package for staff members who add an infant family member during the school year, SGCA-funded
 - b. Other staff appreciation events and/ or packages as agreed upon with schools

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2024 (“**Effective Date**”) by and between Sequoia Grove Charter Alliance, a California nonprofit public benefit corporation (“**SGCA**”), and Lake View Charter School, a California nonprofit public benefit corporation (“**School**”), each of which may be referred to herein as a “**Party**” or collectively as the “**Parties**”, with respect to the following:

WHEREAS, SGCA was formed by the member schools to serve as a supporting organization pursuant to Internal Revenue Code Section 501(c)(3) by providing task-related administrative support services and goods to the public charter schools operated by the member schools and under the supervision and ultimate decision-making authority of the governing body of the member schools.

WHEREAS, the School is a member of SGCA pursuant to Corporations Code Section 5056 and the Bylaws of SGCA. The School operates a California public charter school by the same name, Lake View Charter School, pursuant to a charter authorized by the Lake Elementary School District (“**Authorizer**”) through June 30, 2027 (“**Charter**”).

WHEREAS, the School desires to contract with SGCA for administrative support services pursuant to the terms and conditions of this Agreement.

WHEREAS, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the School’s charter and applicable law.

NOW, THEREFORE, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

1. Relationship of the Parties; Scope of Authority. SGCA will deliver task-related services and goods pursuant to this Agreement. The Parties understand and agree as follows:

- a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. The governing body of the School, and not SGCA, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring that the School adheres to all applicable laws and is accountable to its authorizer pursuant to the Charter.
- b. School shall at all times remain an independent, self-governing public body that shall comply with applicable laws, including but not limited to the California Brown Act, Public Records Act, Political Reform Act, and the provisions of Government Code section 1090, *et seq.*
- c. SGCA will follow the Brown Act for all governing board meetings which includes publishing their board agenda and packet online for the member schools and public to view. To the extent not otherwise specified as a duty of SGCA pursuant to the scope of Services, all duties applicable to the proper operation of the School’s public charter schools shall remain the

responsibility of the School.

- d. SGCA will not be required to provide any service set forth in this Agreement to the extent that it is or becomes impracticable, in any material respect, as a result of a cause or causes outside SGCA's and/or School's reasonable control, would require SGCA or School to violate applicable law or cause SGCA to be considered an "entity managing a charter school" pursuant to the Charter Schools Act. If any service is terminated pursuant to this subdivision the parties shall renegotiate the agreement and service fees accordingly.
- e. SGCA will use, pursuant to the terms and conditions described in this Agreement, best efforts to provide all Services with due care, in good faith, and in exchange for reasonable compensation taking into account that SGCA is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).
- f. To the extent there are any conflicts between the terms of the School's charter and the terms of this Agreement, the terms of the charter shall control. It shall be the School's sole responsibility to ensure that this Agreement and the Services provided by SGCA pursuant to this Agreement comply with and are consistent with the Charter.
- g. SGCA will not have the authority to enter into or bind the School in any contract or other obligations absent express written authority from the School.
- h. SGCA shall collaborate with the School in the development, management, and implementation of the services under this Agreement, including best efforts to schedule and participate in the following:
 - Regular as agreed upon meetings between school administration and administrative members of the CSO including the CEO and Business Director;
 - The CFO of the School will attend regularly scheduled budget meetings of the CSO;
 - Meetings shall occur regularly as agreed upon with the Instructional Materials Administrator of the School and the CSO Library Coordinator;
- i. All of the School's funds shall be maintained in the School's accounts, over which the governing body of the School (and its designee) shall have signature authority, to allow payment of expenses contemplated in the Board-approved budget and fees from the School's accounts.
- j. The School shall be solely responsible for maintaining day-to-day relations with the Authorizers or other appropriate regulators.

2. Independent Service Provider. The Parties acknowledge that the School is a member of SGCA pursuant to California Corporations Code Section 5056. The relationship

created by this Agreement is that of SGCA as a service provider to the School. It does not create a partnership, joint venture, or employment relationship. Nothing in this Agreement shall confer upon any SGCA or School employee any rights or remedies, including any right to employment or joint-employment, as an employee of the other Party. The Parties agree as follows:

a. **Employment and Supervision:** All SGCA employees providing services to the School shall be and remain employed by SGCA and shall at all times be subject to the direction, supervision, and control of SGCA. All School employees shall be and remain employed by the School and shall at all times be subject to the direction, supervision, and control of the School.

b. **Employment Termination:** The School shall not have any right to terminate the employment of any SGCA employee providing services to the School. SGCA will notify the school of any SGCA employee termination, hiring, or employment change. SGCA shall not have any right to terminate the employment of any School employee.

c. **Employee Leasing Prohibition:** The Parties agree that SGCA shall not lease its employees to the School. The School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. The School shall determine and manage compensation (salary and benefit) plans for its employees. The School may consult with SGCA regarding the provision of services, but ultimate responsibility for employment decisions shall rest with the School. It shall be the School's sole responsibility to provide any applicable notice(s) to its employees regarding SGCA's provision of such support to the School or access to the School's records to support the brokering of medical insurance.

d. **Screening:** SGCA certifies that any of its employees who perform school-site services or transportation services for the School, or who may have substantial contact with students at the School as determined by the School in its reasonable discretion, shall be screened in compliance with Education Code section 45125.1 and SGCA shall otherwise comply with that statute. SGCA shall provide the School with documentation evidencing compliance with these requirements.

3. Services Provided by SGCA. During the term of this Agreement, SGCA shall provide to the School the goods and services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the "**Services**"). With prior written permission of the School, SGCA may subcontract with third parties for the provision of the Services. Any subcontracting arrangement shall not relieve SGCA of its responsibilities and obligations under this Agreement. The Parties reserve the right to modify the Services at any time by amending Attachment A in writing. Any adjustments to the Services shall be accompanied by corresponding adjustments to the Annual Fee as specified in Section 5 of this Agreement. As of the Effective Date, SGCA certifies and warrants that it is and shall remain in compliance with all local, state, and federal laws, ordinances, regulations, and statutes relating to this Agreement and the performance of the Services ("Applicable Laws"), including, but not limited to Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPAA"). The School shall be responsible for all services and operations that are not otherwise expressly to be provided by SGCA in Attachment A (Services).

4. Term. The term of this Agreement shall commence on July 1, 2024, and continue through June 30, 2025, and be subject to any amendments to the Services or Annual Fee in accordance with Sections 3 and 5. This Agreement may be amended in accordance with Section 24 or terminated in accordance with Section 16.

5. Annual Fee. Lake View Charter School shall pay SGCA an annual fee of \$298,355.69 (Annual Fee).

- a. The Annual Fee shall be paid by the School to SGCA in twelve (12) monthly installments per fiscal year, with each payment being due no later than the tenth (10th) day of each month. SGCA will invoice the School monthly.
- b. Forty-five (45) days after the end of the fiscal year, SGCA will refund the School any proportional amount of unspent revenue from the current fiscal year minus a 3% reserve (based on the current fiscal year budget).
- c. A mid-year budget-to-actuals review shall occur to include cash on hand, fund balance, and budget versus actuals. SGCA shall provide a copy of this review to the School no later than 1/30/2025.
- d. The Annual Fee shall be reviewed and renegotiated by SGCA and the member schools annually during the third quarter based on SGCA's current year actuals and the next fiscal year's projections. SGCA will meet with and provide the School with a draft of the next fiscal year's budget to include its Total Costs to provide the Services for the coming fiscal year and all sections of the budget.
- e. Any member or SGCA may propose adjustments at any time to increase or decrease the Annual Fee (e.g., as a result of the schools' increased enrollment causing SGCA to hire additional employees), taking into account that SGCA is organized as a 501(c)(3) tax-exempt supporting organization. SGCA and its members shall negotiate any such adjustments in good faith, and any adjustment of the Annual Fee shall be documented in writing and approved by the governing bodies of the member schools at a regularly scheduled board meeting.
- f. Detailed quarterly budget reports from SGCA shall be provided to the School's board for review.
- g. SGCA shall provide monthly financial presentations to its board.

6. Costs. In addition to the Annual Fee, School shall reimburse SGCA for direct "pass-through" costs and expenses, if any, incurred in performing the Services with prior approval of the School consistent with the School's fiscal policies and procedures, including, but not limited to equipment, materials, or supplies purchased from third parties at the request of the School; platform subscription or license fees; filing or corporate fees; and fees of other third parties consulted by SGCA at the request of the School. However, no pass-through costs will be owed for expenses that are built into SGCA's Annual Fee, including services provided

by subcontractors. Additionally, no costs will be covered unless expressly agreed to by the School in writing.

- a. In the event that SGCA purchases equipment, materials, or supplies at the request of the School pursuant to this Agreement, SGCA shall be responsible for compliance with the procurement policies and processes approved by the governing body of the School and shall not include any mark-up, added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies that SGCA purchases on behalf of the School shall be and remain the property of the School.
- b. All agreed-upon reimbursable costs of SGCA charged to the School shall be itemized on SGCA invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g., copies of receipts or purchase orders).

7. Annual Notice. As a supporting organization for its member schools, SGCA shall, at least annually, provide the School with a copy of its most recent Form 990, a description of the support, in services and otherwise, provided to its members, and its most current articles and bylaws, not later than the 5th day of the 5th month after the close of the year for which the Form 990 is filed. Any and all changes to articles and bylaws shall be done with the approval of the member schools.

8. Cooperation. The School shall make available to SGCA, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for SGCA to provide the Services under this Agreement. School staff shall work closely and cooperatively with SGCA to facilitate SGCA's effective performance and delivery of the Services. SGCA shall make available to the School, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for the School to meet compliance deadlines and operational requirements.

9. Conflicts of Interest. The Parties recognize that it is important that the School be assured that SGCA staff acts at all times with integrity. The School has adopted a conflict of interest code under the California Political Reform Act. SGCA acknowledges that the School may require certain SGCA staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that act.

10. Intellectual Property. The intellectual property, including any work product, materials, products, inventions, works, and deliverables ("**Intellectual Property**"), independently developed or prepared by SGCA pursuant to this Agreement is and shall remain the exclusive property of SGCA. Similarly, any Intellectual Property owned by the School, or another member school supported by SGCA, and used by SGCA related to this Agreement is and shall remain the property of the School, or the other member school. Neither party shall be allowed to alter, arrange, transform, modify, or create derivative works from the Intellectual Property of the other without express written permission. All Intellectual Property created independently by either party shall remain that party's Intellectual Property. No Party shall have the right to grant a license, sublicense, or any other use or rights to the Intellectual Property of the other Party. Upon expiration or termination of this Agreement, the Intellectual Property of each Party in the possession of the other Party shall be returned and/or destroyed, as

applicable. All jointly created materials and documents shall be shared by both parties in the event that the service agreement is terminated.

- a. **Domain Name, Google emails, and Data.** The School is the registered owner of the domain name. All member schools' email and data housed on the Google tenant platform shared with SGCA is owed by the member school. The Google tenant is shared and administered in collaboration with SGCA. This co-hosting does not waive the legal ownership of all email and data for the member schools housed within the Google tenant. The member school reserves the right to have supervised administrative access to the Google tenant for the purpose of data migration. There is no presumed access to member school email and data housed on the Google tenant by SGCA. Member schools maintain exclusive ownership of their emails and data. No breach of this firewall may occur without explicit written permission from the member school's Executive Director.
- b. **Websites.** The School will support SGCA in the development and upkeep of the SGCA website, content, and messaging.

11. Confidentiality. Each Party acknowledges that during the term of this Agreement, it will have access to certain Confidential Information of the other Party, as defined below. Each Party shall maintain and enforce administrative, technical, and physical safeguards to protect the confidentiality of the other Party's Confidential Information.

- a. **"Confidential Information"** means non-public information (i.e., not subject to disclosure under the Public Records Act) whether or not marked as "confidential" or "proprietary." Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure to the recipient; (ii) is released to any other person or entity (including governmental agencies) without restriction as required by law; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.
- b. If disclosure of Confidential Information is requested pursuant to law, statute, rule, or regulation (including a subpoena, a request made to the School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.
- c. The Parties understand and acknowledge that the School's financial, educational, and student records are School property and may be subject to the California Public Records Act. SGCA shall make all School records physically or electronically available to the School, upon School's request.
- d. The finance and other records of the School maintained by SGCA shall be made available to the School's independent auditor upon request of the

School.

- e. SGCA's monthly financial reports of the fiscal components showing budget to actuals for each object code as well as the confidential payroll tab will be provided to the Executive Director and CFO at regular meetings.
- f. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and SGCA shall not keep copies of any School confidential information.
- g. SGCA shall ensure that only those with a need to have access to School confidential information have access to these records. SGCA agrees that their staff will sign confidentiality agreements if requested by the School.

12. Student Information. The Parties will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy. SGCA is a "third party" that may receive pupil records under California Education Code Section 49073.1(d)(6).

- a. SGCA shall be designated as having a legitimate educational interest in accessing the School's student education records, as that term is defined by and for purposes of FERPA, thereby allowing SGCA to access personally identifiable information from student education records from the School in order to provide its services. For purposes of this Agreement, the term "personally identifiable information" ("PII") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.
- b. SGCA shall not use or disclose pupil records, including personally identifiable information, received from or on behalf of the School except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by the School. SGCA shall protect the pupil records it receives from or on behalf of the School in compliance with applicable state and federal law. SGCA will designate and train responsible individuals to ensure the security and confidentiality of pupil records. SGCA shall develop, implement, maintain, and use administrative, technical, and physical security measures to preserve the confidentiality of all electronically transmitted pupil records received from or on behalf of the School. In the event of an unauthorized disclosure of PII, SGCA shall notify the School as soon as practicable, and shall, upon the School's request, notify affected parents, legal guardians, and eligible pupils using reasonably available technological means such as electronic mail.
- c. SGCA shall not use PII in pupil records to engage in targeted advertising.
- d. Within 60 days of the termination or expiration of this Agreement, SGCA shall certify in writing that all protected student information in the

possession of SGCA has been returned.

13. Insurance.

- a. The School shall maintain customary and reasonable insurance coverage, including professional liability for errors or omissions and/or directors and officers coverages, comprehensive general liability coverage, and automobile liability coverage. The School shall name SGCA as an additional insured under all the School's policies.

At a minimum, SGCA shall procure and maintain general liability insurance covering all activities of SGCA personnel performing the obligations of this Agreement with coverage of not less than one million dollars (\$1,000,000) for any incident, two million dollars (\$2,000,000) annual aggregate per incident, and three million dollars (\$3,000,000) excess liability policy for a minimum of five million dollars (\$5,000,000) aggregate limit. At a minimum, SGCA shall procure and maintain professional liability insurance covering all activities of SGCA personnel performing the obligations of this Agreement with coverage of not less than three million dollars (\$3,000,000). Coverage should include abuse and molestation and assault and battery coverage with no exclusions, which coverage shall be obtained by SGCA as soon as practicable. SGCA shall add the School as an additional insured to SGCA's insurance policies and shall provide the School with such proof upon the School's request. SGCA's applicable policies shall be primary and noncontributory and waiver of subrogation endorsements. SGCA shall name the School as an additional insured under all SGCA's policies.

- b. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.
- c. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School and not employees of SGCA; and that the staff of SGCA are employees of SGCA and not employees of the School.

14. Quality Control. SGCA agrees to use its best efforts to maintain high-quality and responsive services at all times. If the School has a concern regarding the quality of any SGCA Service (or a concern regarding any SGCA employee providing services to the School), it shall provide the details of the concern in writing to the CEO of SGCA noting the particular service and the concerns and facts supporting the quality concern ("Notice of Concern"). SGCA will work to improve any service quality concern noted in the Notice of Concern pursuant to this section as quickly as possible, but in no event more than five (5) business days following receipt of the Notice of Concern. If the School continues to have a concern regarding the quality of the service noted in the Notice of Concern, the School may issue a Corrective Action Plan ("CAP") to SGCA reasonably designed to ameliorate the quality concern. The CAP will include (1) an assessment of the quality deficiency; (2) a synopsis of the corrective action(s) to be taken; and (3) a planned CAP completion date – when all corrective actions will be completed. If SGCA fails to fully implement the CAP or fails to fully implement the CAP by the date specified therein, the School may take over that particular service(s) and determine how

much the School's Service Fee, as described in Section 5, shall be reduced by the reduction in services.

15. Evaluations.

- a. Annual Customer Evaluation Survey. In addition to the Quality Control measures provided in Section 14, at least once annually, SGCA will send the member schools a customer service evaluation in the second half of the school year to allow the member schools to provide feedback and input to SGCA.
- b. Annual SGCA Leadership Staff Evaluations. Before the Annual Evaluation of SGCA's Leadership Staff, member schools will be allowed to provide SGCA's Board with feedback and input regarding SGCA's Leadership Staff. The actual evaluations will remain the responsibility of the SGCA.
- c. Annual SGCA CEO Evaluations. Before the Annual Evaluation of SGCA's CEO, member schools will be allowed to provide SGCA's Board with feedback and input regarding SGCA's CEO. The actual evaluation will remain the responsibility of the SGCA Board.

16. Termination.

- a. The School may terminate this Agreement without cause or a financial penalty upon at least sixty (60) days written notice to SGCA, and such termination shall be effective as of the end of the then-current school year to minimize disruptions to the School's operations and the operations of the other member schools supported by SGCA.
- b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure. If the other party fails to cure the breach to the satisfaction of the other, the Agreement may be terminated immediately following the cure period.
- c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of the Parties in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.
- d. In the event of termination for any reason, the following conditions shall

apply:

- The School shall pay SGCA any due and unpaid portion of the Annual Fee and costs for Services performed by SGCA through the effective date of termination.
- SGCA shall provide assistance to the School to transition to another service provider, during which time the School shall reimburse SGCA for all reasonable expenses incurred by SGCA in providing such transition assistance.
- The School shall cease all use of the Intellectual Property of SGCA as soon as reasonably practicable but in no event later than the current school year. SGCA shall cease all use of the Intellectual Property of the School as soon as reasonably practicable but in no event later than the current school year.
- As soon as practicable, SGCA shall return to the School all student-related, fiscal, and human resources data, and all other records of the School maintained by SGCA, whether held in electronic or physical form. SGCA shall additionally: complete a full data migration of the School's data and records in a disaggregated and accessible/usable format; migrate Google accounts from the current domain to a new domain, if applicable; configure new G-Suite domains, if applicable; transfer any ownership rights in the School's Intellectual Property, including domain name(s).

17. Liability. Each Party shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of the other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.

18. Indemnification.

- a. SGCA shall indemnify, defend, and hold harmless the School, and its officers, employees, and agents ("School Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("Claims"), raised by third parties against any School Indemnitees arising out of the SGCA's performance of its obligations under this agreement, negligence, or willful misconduct, except for such loss or damage arising from the sole negligence or willful misconduct of the School Indemnitees. In the event any School Indemnitee is made a party to any Claim arising from SGCA's actions, SGCA shall provide a defense to the School Indemnitees or at the School's option reimburse the School Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

School shall indemnify, defend, and hold harmless the SGCA, and its officers, employees, and agents ("SGCA Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or

damages, including reasonable attorneys' fees and costs of litigation ("Claims"), raised by third parties against any SGCA Indemnitees arising out of the School's performance of its obligations under this agreement, negligence, or willful misconduct, except for such loss or damage arising from the sole negligence or willful misconduct of the SGCA. In the event any SGCA Indemnitee is made a party to any Claim arising from School's actions, School shall provide a defense to the SGCA Indemnites or at the SGCA's option reimburse the SGCA Indemnites their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

- b. **Notice and Defense.** The indemnified party pursuant to Section 18a above (the "Indemnified Party") shall give the party providing indemnification thereunder (the "Indemnifying Party") prompt written notice of any claims, losses, damages, liabilities, penalties, fines, expenses or costs subject to indemnification ("Indemnified Claims"), and if requested by the Indemnified Party requests, the Indemnifying Party shall undertake the defense thereof by representatives chosen by the Indemnifying Party and agreed to by the Indemnified Party, which agreement will not be unreasonably withheld, delayed, or conditioned. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, solely for the use of the Indemnifying Party and its representatives in defending any such Indemnified Claim, and shall in other respects give reasonable cooperation in such defense.

19. Fiduciary Obligations. The governing bodies for both Parties have reviewed the scope of Services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the Services contained herein are in the best interests of their respective organizations, and that the compensation to be paid is fair and reasonable.

20. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party. This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

21. Dispute Resolution. If a dispute arises out of, or in connection with this Agreement, and the Parties do not resolve some or all of the dispute through negotiation, then the Parties agree to attempt to resolve the matter through mediation prior to the filing of any litigation. Following negotiations, either Party may submit a notice of intent to mediate. This notice shall be in writing and shall specify the issue(s) in dispute. The Parties agree to jointly select a mediator. Each Party shall be responsible for its own costs and expenses related to participation in mediation. Each Party shall cooperate fully and fairly with the mediator and shall attempt to reach a mutually satisfactory compromise on the matter in dispute. If the matter is not resolved pursuant to this section within thirty (30) days from initiation of the dispute resolution either party may resort to any legal remedy available to that party including

litigation.

22. Notice. All notices, requests, demands, or other communications (collectively “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 receipt if transmitted by email or personally served on the Party to whom Notice is to be given, 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:

To SGCA: Sequoia Grove Charter Alliance
ATTN: Julie Haycock-Cavender
8950 Cal Center Drive, Suite 110
Sacramento, CA 95826
Email: julie.haycock@sequoiagrove.org

To School: Lake View Charter School
ATTN: Jenell Sherman, Executive Director
4818 Golden Foothill Pkwy, Suite #9
El Dorado Hills, CA 95762
Email: jenell.sherman@sequoiagrove.org

23. Headings. The descriptive headings of the sections and/ or 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.

24. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both Parties indicating an intent to amend this Agreement. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the Annual Fee, if necessary. Such amendments may be negotiated directly by the staff of the School and SGCA at any time and shall be brought to the governing body of each Party to approve, if necessary. If any Authorizer raises material concerns in relation to this Agreement or the delivery of the Services, the Parties will discuss and negotiate in good faith how to address such concerns and whether any modifications to the Services or this Agreement are necessary.

25. Entire Agreement. This Agreement 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

26. Arm’s Length and Independent Counsel. This Agreement has been negotiated at arm’s length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Agreement. Each Party has been advised by or had an opportunity to seek advice from, its independent counsel regarding this Agreement.

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 California 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 purpose of this Agreement.

29. Governing Law. This Agreement shall be governed by and interpreted under California law.

30. Authority to Contract. Each Party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this Agreement.

31. Counterparts. This Agreement may be executed in two or more counterparts, including by DocuSign or other electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date above.

Sequoia Grove Charter Alliance, a
California nonprofit public benefit
Corporation

By: _____
Name: _____
Title: _____
Date: _____

Lake View Charter School, a California
nonprofit public benefit Corporation

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A
DESCRIPTION OF SGCA SERVICES

- 1. INSURANCE / GROUP RATE FOR MEDICAL BENEFITS / ENROLLMENT AND SUPPORT**
 - A. Support with securing group rates for Medical Benefits
 - B. Split bill the Schools for Medical Benefits

- 2. PASS-THROUGH GROUP LICENSING AND GROUP ENROLLMENT**
 - A. Work with the School as an “honest broker” to purchase requested group licenses shared amongst the member schools.
 - B. Subscriptions vary year to year based on school input and availability.
 - C. Split bill the schools for pass-through bulk contracts

- 3. TECHNOLOGY – FIREWALLS – TECHNICAL SUPPORT – PHONE SERVICES – INTERNET SERVICE – SOFTWARE LICENSING - BULK PRICING, SUPPORT, ORDER FULFILLMENT**
 - A. Student Tech Equipment Order Fulfillment, Returns, and Repairs
 - B. Teacher & Staff Tech Equipment Order Fulfillment, Returns, and Repairs
 - C. Set-up and maintenance of AWS account
 - D. Set-up, maintenance, and distribution of Testing computers
 - E. Procurement, maintenance, and distribution of internet hotspots
 - F. Set up and maintenance of telecommunication systems (phones)
 - G. Information Technology Desktop Support for Staff & Students
 - H. Set up and maintenance of equipment in physical offices (internet, infrastructure, printing)
 - I. Accounting and inventory of all Tech assets
 - J. Maintain software agreements and licensing
 - K. Tech Vendor interface
 - L. AUP (Acceptable Use Policy) Compliance Support
 - M. Network and Device Content Filtering and Virus Support (Compliance with: The Children Internet Protection Act (CIPA), Children’s Online Privacy Protection Act and Rule (COPPA), Family Educational Rights and Privacy Act (FERPA), and Health Insurance Portability and Accountability Act of 1996 (HIPAA))
 - N. Maintain firewall between member school and Sequoia Grove to ensure ownership and confidentiality of emails and data
 - O. Maintain shared Google tenant for member school and Sequoia Grove
 - P. Coordinating bulk hardware and software purchases
 - Q. Shipping costs for family/ student Tech and Teacher devices billed back at the actual cost to the appropriate School
 - R. Ensure adequate tech equipment is available for all schools for local and state testing
 - S. Track and oversee computer and router numbers
 - T. Provide support to all test locations and teachers throughout the window, including, but not limited to basic tech troubleshooting and student login issues. Assist with DAY-OF testing site delivery and support

- 4. LENDING LIBRARY –VEHICLES – DRIVER – INVENTORY CONTROLS**
 - A. Maintain Lending Library System

- B. Maintain Lending Library Materials/Inventory
- C. Collaborate with schools on library schedule and maintain the calendar
- D. Maintain Returns System
- E. Implement the Charter Inventory Returns Process/ restitution process
- F. Provide mobile lending library van(s) and driver(s)
- G. Community engagement i.e Newsletters and Social Media posts
- H. Participate in and support school events
- I. Perform shipping process for library materials
- J. Check inventory to ensure all items are included and in good working order for each order
- K. Maintain Van registration, insurance, repairs, and maintenance

5. EVENTS

- A. School Events
 - a. Provide assistance as requested for staff, student, and community events, including but not limited to dances, graduation, showcases, fall events, planner distribution, technology distribution, CAASPP, PFT, etc. Support may include securing facilities, preparation of consumable materials, delivering and set-up of requested food, beverages, or prizes, event set-up, teardown, storing of event materials, and staffing of events or other requested services.
 - b. Other events can be added with additional negotiated rates
- B. Testing Events
 - a. Create and maintain Physical Fitness Testing (PFT) test boxes: ruler, stopwatch, etc. approx.
 - b. Provide and prepare snacks and awards for students at the Health and Wellness Fair/PFT and CAASPP (SGCA-funded)
 - i. Collaborate with Testing Coordinators for supply order
 - c. Schedule Library pick-up and delivery day in conjunction with Testing locations/dates
 - d. Provide live tech support during testing sessions

6. OPERATIONS – FACILITIES MANAGEMENT – WORKSPACE

- A. Assist member schools with school-operated facilities as requested, including leases, utility contracts, janitorial, appropriate licensing
- B. Provide open workspace and access for school staff and teachers in both Sequoia Grove office buildings inclusive of appropriate seating, internet access, copy/fax, and comfort control

7. FUNDRAISING- DONATIONS- SPECIAL EVENTS

- A. Provide and coordinate fundraising efforts on behalf of the member schools to support their special projects
- B. Collect, verify, and keep a record of all charitable donations
- C. SGCA will keep an appropriate accounting record of all fundraising, donations, and special event monies received. SGCA and the Schools will meet regularly to determine the appropriate usage of said funds.
- D. SGCA will provide payment to vendors as needed
- E. Provide all donors with an appropriate charitable donation receipt. Any thank-you gift for the donor should be paid for from the donations collected and recorded on the accounting register.
- F. Provide regular updates and regular accounting while fundraising projects are underway

8. **RECOGNITION**

- A. Annual Founders Award for graduate
 - a. Provide ongoing support for the funding of the Annual Founders Award scholarship fund
 - b. Provide one \$1000 Founders Award Scholarship
- B. Staff Appreciation
 - a. In collaboration with school staff, design and provide a Baby Care package for staff members who add an infant family member during the school year, SGCA-funded
 - b. Other staff appreciation events and/ or packages as agreed upon with schools

4874-1745-2227, v. 3

SGCA 2024-2025

260 Day Staff Calendar



July 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

21

22

20

23

15

14

School Year Dates

Aug 5	Teachers Return to Work
Aug 19	First Day of School
June 5th	Last Teacher Day

Holidays

Jul 4	4th of July
Jul 5	SGCA Birthday Observed
Sep 2	Labor Day
Nov 11	Veterans Day
Nov 25-Nov 29	Fall Break
Dec 23-Jan 3	Winter Break
Jan 20	Martin Luther King, Jr. Day
Feb 14	Lincoln Day
Feb 17	Washington Day
Apr 14-18	Spring Break
May 26	Memorial Day
Jun 19	Juneteenth

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

19

18

21

16

21

20

School Closed

Board Meetings

Staff Meetings

CEO Report

June 13, 2024



SEQUOIA GROVE
CHARTER ALLIANCE



We made it!

Our teams have worked so hard to get to the finish line!

I would like to give a huge shout out to all of our teams who worked so hard, and especially through all of the changes, to continue supporting our schools!



Enrollment Team

- They've been able to pull from the Feather River and Clarksville waitlist each week. The number of spaces that open up vary each week.
- They have cleared the lottery waitlist in Clarksville, and will continue to pull from the waitlist as space becomes available.
- They were able to pull from the waitlist in Lake View and move about 25 completed applications to the next step of the enrollment process.
- The team continues to process new students in School Pathways and review applications that are in process.
- To date, approximately 6,000 students have been enrolled to start in August

Records Team

Department Growth:

- o Cross-trained in how to update exit codes in CALPADS.
- o Weekly check-in meetings with manager and participation in monthly meetings with the directors of the schools.

Highlights:

- o Streamline and clarification of roles throughout the withdrawal process
- o Department revamp in procedures - established new processes, gained more knowledge in cross-training with other departments, and took on additional responsibilities that would naturally fall under department's umbrella.
- o Two team members from the Records department attended their first School Pathways Conference. The goal was to learn more about the SIS and how we can utilize more of its tools to help process our workflow.

Improvements:

- o Collaborated with schools and SIS team in updating the HS withdrawal survey so it is more streamlined and user-friendly for our teachers.
- o Updated withdrawal follow-up process with the guidance and vision from school staff
- o Collaborated with school staff on researching and updating exit codes from our graduating cohort list.
- o Our SPED Records department grew as well by taking on the shipping of SPED materials to the teachers.
- o Created a 'Custody Order/Restraining Order' Process in order to continue helping improve the safety of our students and families. This is a multi-department procedure that starts from enrollment to compliance.

Ordering Team

Order Type	Total	
Product	50,386	
Services	28,306	
COS	1,520	
All Access	2,692	
Ski Passes	629	
Total	83,533	5/30/2024



Library Services Team

Library services has seen tremendous growth this year. There has been a 10.97% increase in total library usage from the 2022-23 school year to the 2023-24 school year. This year has seen greater turnouts at park days and amazing feedback from families and staff. We are excited to start next year off strong with new materials and more park day locations.



Team

2023-2024 School Year	
Reviewed	
Document Type	Count
Attendance Claims	1779
Assignment Work Record	47096
Grid Log Check	47012
HDCForm	5486
StudentMA	7102
StudentMAAddendum	4377
Work Samples	48590
Total	161442

Team

- Planning 24/25 team workflow calendar in tandem with school leadership
- Refining processes with the Enrollment team relating to duplicate enrollment resolution and teacher changes before the AY begins.
- Working through CALPADS EOY Data to meet reporting deadline
 - Reconciling initial student enrollment dates for students.
 - Completed EL Duplicate Record Cleanup -2700 records deleted.
- Processing new hires, credential updates and exits
 - Hires - 12
 - Exits - 12
 - Credential updates -5
- Creating weekly reports for enrollment & curriculum teams
- Supporting HS Team in creating new curricula for 24/25

A/P Team

The A/P Department is doing really well.
We are all caught up and processing invoices as
they arrive in our boxes.
To date we have invoiced 57,095 invoices.



Wrapping Up

- Lease for Zinfandel Building finalized
- Manager of Operations position posted
- Receptionist/Business Assistant position posted
- Benefits portal open
- 403(b) plan moving forward
- Transition meetings/emails from the schools to our staff who are moving over
- Working with Chipman to coordinate our move



Thank You!

Thank you to all of the board members who have dedicated your time to ensure the continuance and growth of the CSO over this past school year. We are so grateful for your support and guidance through our many changes.



2023-24 SGCA Budget Overview – June 13, 2024

Adopted Budget July 2023

- 2023-24 Adopted Budgeted Revenue - \$4,669,390
- 2023-24 Adopted Budgeted Expenditures- \$4,666,942
- 2023-24 Adopted Budget Projected Year End Balance \$2,448

Budget Update December 2023

- Adopted Budget Revenue - \$4,669,390
- Updated Budget Expenditures - \$4,680,942 (\$14,000 increase)
- Updated Budget Projected Year End Balance – (\$11,552) (\$14,000 decrease)

Budget Update April 2024

- Updated Budget Revenue - \$4,669,390 (\$0.00 change)
- Updated Budget Expenditures - \$4,663,119 (\$17,823 decrease)
- Updated Budget Projected Year End Balance - \$6,271 (\$17,823 increase)

Projected Cumulative Ending Balance

- Beginning balance 7/1/2023 - \$110,219 **Retained Earnings after Year 1 & 2*
- 2023-24 Projected Balance - \$6,271
- Projected Cumulative Balance 6/30/2024 - \$116,491

Budget Update vs. Actuals thru 05/31/2024

- Revenues Received – \$4,280,274
- Actual Expenditures – \$4,234,713

Sequoia Grove Charter Alliance
Budget Overview: FY 2023-24 Working Budget - Apr 2024 - FY24 P&L
 July 2023 - June 2024

	Total
Income	
Shared Services Agreement	4,669,390.00
Total Income	\$ 4,669,390.00
Gross Profit	\$ 4,669,390.00
Expenses	
2900 Salaries	2,815,792.56
2901 Salaries - Overtime	7,000.00
Total 2900 Salaries	\$ 2,822,792.56
3300 Medicare/ Social Security	209,098.00
3400 Health and Welfare Benefits	385,984.00
3500 Unemployment Insurance	19,354.00
3600 Workers Compensation	9,567.00
3900 403B	116,654.00
4300 Software	35,000.00
4315 Office Expense	45,000.00
4342 Business Meals	2,500.00
4400 Non-Cap Computers & Equipment	9,100.00
4500 Furniture	10,000.00
5200 Professional Development & Travel	
5210 Conferences	25,000.00
5211 Professional Development	6,500.00
5212 Staff Retreat	23,500.00
5213 Per Diem	5,000.00
5214 Travel	5,000.00
Total 5200 Professional Development & Travel	\$ 65,000.00
5301 Insurance & Registration	7,500.00
5302 Fuel	12,500.00
5303 Maintenance / Oil Changes	6,000.00
5400 General Liability Insurance	38,000.00
5501 Facility Security	4,000.00
5515 Custodial Service	0.00
5610 Facility Lease	246,566.00
5615 Repairs & Maintenance	8,000.00
5620 Equipment Lease	20,000.00
5803 Audit & Tax Return	10,740.00
5805 General Consulting	17,500.00
5812 Business Services	82,000.00
5840 Banking & Payroll Fees	14,000.00
5845 Legal Expenses	20,000.00
5851 Advertising/Marketing	2,000.00
5860 Fingerprinting/Personnel Fees	200.00
5869 Events & Supports	8,000.00
5870 New Arrival Package	500.00
5871 Founders Awards	1,000.00
5872 Community E. & D. - Staff Events & Team Building	9,000.00
5874 Community E. & D. - Staff Gear	3,500.00
5875 Community E. & D. - Staff Appreciation	1,500.00
5887 Tech Services	336,000.00
5890 Board Stipend	11,500.00
5910 Phone & Internet - Comcast Verizon	20,000.00
5911 Phone & Internet - Ring Central	20,000.00
5920 Postage	8,000.00
6900 Depreciation	25,065.00
Total Expenses	\$ 4,663,120.56
Net Operating Income	\$ 6,269.44
Net Income	\$ 6,269.44

Sequoia Grove Charter Alliance
Budget vs. Actuals: FY 2023-24 Working Budget - Apr 2024 - FY24 P&L
July 2023 - May 2024

	Actual	Total Budget	% of Budget
Income			
Shared Services Agreement	4,280,274.00	4,669,390.00	91.67%
Total Income	\$ 4,280,274.00	\$ 4,669,390.00	91.67%
Gross Profit	\$ 4,280,274.00	\$ 4,669,390.00	91.67%
Expenses			
2900 Salaries	2,548,567.95	2,815,792.56	90.51%
2901 Salaries - Overtime	5,110.29	7,000.00	73.00%
2902 Salaries - Medical Opt Out	56,700.00		
Total 2900 Salaries	\$ 2,610,378.24	\$ 2,822,792.56	92.48%
3300 Medicare/ Social Security	191,045.53	209,098.00	91.37%
3390 Federal Income Tax Withheld	0.00		
3400 Health and Welfare Benefits	337,034.76	385,984.00	87.32%
3500 Unemployment Insurance	21,850.96	19,354.00	112.90%
3590 CA State Income Tax Withheld	0.00		
3600 Workers Compensation	8,879.00	9,567.00	92.81%
3900 403B	105,207.98	116,654.00	90.19%
4300 Software	10,047.82	35,000.00	28.71%
4315 Office Expense	32,305.73	45,000.00	71.79%
4342 Business Meals	1,410.16	2,500.00	56.41%
4400 Non-Cap Computers & Equipment	584.85	9,100.00	6.43%
4500 Furniture	7,504.21	10,000.00	75.04%
5200 Professional Development & Travel			
5210 Conferences	23,245.65	25,000.00	92.98%
5211 Professional Development	1,758.34	6,500.00	27.05%
5212 Staff Retreat	23,348.00	23,500.00	99.35%
5213 Per Diem	3,000.00	5,000.00	60.00%
5214 Travel	5,594.73	5,000.00	111.89%
Total 5200 Professional Development & Travel	\$ 56,946.72	\$ 65,000.00	87.61%
5301 Insurance & Registration	6,175.44	7,500.00	82.34%
5302 Fuel	9,857.59	12,500.00	78.86%
5303 Maintenance / Oil Changes	6,917.41	6,000.00	115.29%
5400 General Liability Insurance	37,528.56	38,000.00	98.76%
5501 Facility Security	3,521.60	4,000.00	88.04%
5610 Facility Lease	253,222.33	246,566.00	102.70%
5615 Repairs & Maintenance	4,270.16	8,000.00	53.38%
5620 Equipment Lease	18,614.40	20,000.00	93.07%
5803 Audit & Tax Return	8,790.00	10,740.00	81.84%
5805 General Consulting	11,400.11	17,500.00	65.14%
5812 Business Services	78,847.50	82,000.00	96.16%
5840 Banking & Payroll Fees	12,152.90	14,000.00	86.81%
5845 Legal Expenses	16,124.05	20,000.00	80.62%
5851 Advertising/Marketing	1,309.76	2,000.00	65.49%
5860 Fingerprinting/Personnel Fees	100.00	200.00	50.00%
5869 Events & Supports	5,165.43	8,000.00	64.57%
5870 New Arrival Package	176.18	500.00	35.24%
5871 Founders Awards	1,000.00	1,000.00	100.00%
5872 Community E. & D. - Staff Events & Team Building	9,503.86	9,000.00	105.60%
5874 Community E. & D. - Staff Gear	2,320.72	3,500.00	66.31%
5875 Community E. & D. - Staff Appreciation	662.74	1,500.00	44.18%
5887 Tech Services	308,000.00	336,000.00	91.67%
5890 Board Stipend	11,200.00	11,500.00	97.39%
5899 Misc. Operating Services	267.78		
5910 Phone & Internet - Comcast Verizon	14,377.46	20,000.00	71.89%
5911 Phone & Internet - Ring Central	17,380.77	20,000.00	86.90%
5920 Postage	12,630.50	8,000.00	157.88%
Total Expenses	\$ 4,234,713.21	\$ 4,663,120.56	90.81%
Net Operating Income	\$ 45,560.79	\$ 6,269.44	726.71%
Net Income	\$ 45,560.79	\$ 6,269.44	726.71%

CASH FLOW	Projected		
	Budget	JUNE 2024	Total
Revenue			
Revenue Limit Sources			
Shared Service Agreement - Clarksville	\$ 1,821,062	\$ 151,755	\$ 1,821,062
Shared Service Agreement - Feather River	\$ 2,147,919	\$ 178,993	\$ 2,147,919
Shared Service Agreement - Lakeview	\$ 700,408	\$ 58,367	\$ 700,408
Misc. Revenue	\$ -	\$ -	\$ -
	\$ 4,669,390	\$ 389,116	\$ 4,669,390
TOTAL REVENUE	\$ 4,669,390	\$ 389,116	\$ 4,669,390
EXPENSES			
2900 - Salaries	\$ 2,815,793	\$ 182,414	\$ 2,815,793
2901 - Overtime	\$ 7,000	\$ 1,890	\$ 7,000
Total Salaries	\$ 2,822,793	\$ 184,304	\$ 2,822,793
Employee Benefits			
3300 - Medicare/ Social Security	\$ 209,098	\$ 18,052	\$ 209,098
3400 - Health and Welfare Benefits	\$ 385,982	\$ 48,947	\$ 385,982
3500 - Unemployment Insurance	\$ 19,354	\$ (2,497)	\$ 19,354
3600 - Workers Compensation	\$ 9,567	\$ 688	\$ 9,567
3900 - 403B	\$ 116,654	\$ 11,444	\$ 116,654
Total Employee Benefits	\$ 740,655	\$ 76,637	\$ 740,655
General Supplies			
4300 - Software	\$ 35,000	\$ 23,473	\$ 35,000
4315 - Office Expense	\$ 45,000	\$ 14,015	\$ 45,000
4342 - Business Meals	\$ 2,500	\$ 390	\$ 2,500
4400 - Non-Cap Computers & Equipment	\$ 9,100	\$ (5,000)	\$ 9,100
4500 - Furniture	\$ 10,000	\$ 8,310	\$ 10,000
Total General Supplies	\$ 101,600	\$ 41,186	\$ 101,600
Services, Other Operating Expenses			
5210 Conferences	\$ 25,000	\$ 1,754	\$ 25,000
5211 Professional Development	\$ 6,500	\$ 4,742	\$ 6,500
5212 Staff Retreat	\$ 23,500	\$ (302)	\$ 23,500
5213 Per Diem	\$ 5,000	\$ 1,413	\$ 5,000
5214 Travel	\$ 5,000	\$ (49)	\$ 5,000
5301 Insurance & Registration	\$ 7,500	\$ 1,325	\$ 7,500
5302 Fuel	\$ 12,500	\$ 2,642	\$ 12,500
5303 Maintenance / Oil Changes	\$ 6,000	\$ (917)	\$ 6,000
5400 General Liability Insurance	\$ 38,000	\$ 471	\$ 38,000
5501 Facility Security	\$ 4,000	\$ 479	\$ 4,000
5515 Custodial Service	\$ -	\$ -	\$ -
5610 Facility Lease	\$ 246,566	\$ (6,656)	\$ 246,566
5615 Repairs & Maintenance	\$ 8,000	\$ 3,730	\$ 8,000
5620 Equipment Lease	\$ 20,000	\$ 1,386	\$ 20,000
5803 Audit & Tax Return	\$ 10,740	\$ 1,950	\$ 10,740
5805 General Consulting	\$ 17,500	\$ 6,100	\$ 17,500
5812 Business Services	\$ 82,000	\$ 3,153	\$ 82,000
5840 Banking & Payroll Fees	\$ 14,000	\$ 1,847	\$ 14,000
5845 Legal Expenses	\$ 20,000	\$ 3,876	\$ 20,000
5851 Advertising/Marketing	\$ 2,000	\$ 690	\$ 2,000
5860 Fingerprinting/Personnel Fees	\$ 200	\$ 100	\$ 200
5869 Events & Supports	\$ 8,000	\$ 2,835	\$ 8,000
5870 New Arrival Package	\$ 500	\$ 324	\$ 500
5871 Founders Awards	\$ 1,000	\$ -	\$ 1,000
5872 Community E. & D. - Staff Events & Team Building	\$ 9,000	\$ (944)	\$ 9,000
5874 Community E. & D. - Staff Gear	\$ 3,500	\$ 1,179	\$ 3,500
5875 Community E. & D. - Staff Appreciation	\$ 1,500	\$ 1,278	\$ 1,500
5887 Tech Services	\$ 336,000	\$ 28,000	\$ 336,000
5890 Board Stipend	\$ 11,500	\$ 300	\$ 11,500
5899 - Misc. Operating Services	\$ -	\$ (268)	\$ -
5910 Phone & Internet - Comcast Verizon	\$ 20,000	\$ 5,623	\$ 20,000
5911 Phone & Internet - Ring Central	\$ 20,000	\$ 2,405	\$ 20,000
5920 Postage	\$ 8,000	\$ (3,925)	\$ 8,000
	\$ 973,004	\$ 64,541	\$ 973,004
Capital Outlay			
6900 - Depreciation	\$ 25,065	\$ -	\$ 25,065
Total Capital Outlay	\$ 25,065	\$ -	\$ 25,065
TOTAL EXPENDITURES	\$ 4,663,118	\$ 366,668	\$ 4,663,118
FY ENDING FUND BALANCE	\$ 6,272	\$ 22,448	\$ 6,272
	\$ 6,272	\$ 22,448	\$ 6,272
Change in Accounts Receivable	\$ -	\$ -	
Prepaid Expenses	\$ (25,596)	\$ -	
Accounts Payable	\$ (89,015)	\$ (698,885)	
Divvy	\$ 18,227	\$ (998)	
Accrued Salaries & Taxes	\$ -	\$ -	
Paid By Schools	\$ (10,517)	\$ 366,340	
	\$ -	\$ -	
	\$ -	\$ -	
Other Current Liabilities	\$ (42,694)	\$ -	
Net Cash Provided/(used) by Operating Activities	\$ (610,892)	\$ (311,094)	\$ 6,272
Capital Expenditures	\$ -	\$ -	
Other Investing Activities	\$ -	\$ -	
Net Cash Provided/(used) by Investing Activities	\$ 218,864	\$ -	\$ -
Deferred Rent	\$ -	\$ -	
Net Cash Provided/(used) by Financing Activities	\$ (148,596)	\$ -	\$ -
Monthly Cash Balance	\$ 111,518	\$ 269,012	
	Beginning Cash	Projected Cash Balance 6/30/24	

2024-25 SGCA Adopted Budget

Adopted Budget July 2024

- 2024-25 Adopted Budgeted Revenue - \$1,864,723
- 2024-25 Adopted Budgeted Expenditures- \$1,864,723
- 2024-25 Adopted Budget Projected Year End Balance \$0.00

Projected Cumulative Ending Balance

- Beginning balance 7/1/2024 - \$116,491 **Retained Earnings after Year 1 - 3*
- 2024-25 Projected Balance - \$0.00
- Projected Cumulative Balance 6/30/2025 - \$116,491

Sequoia Grove Charter Alliance
Budget Overview: FY 2024-25 Adopted Budget - FY25 P&L
 July 2024 - June 2025

	Total
Income	
Shared Service Agreement - Clarksville	727,242.00
Shared Service Agreement - Feather River	839,125.00
Shared Service Agreement - Lakeview	298,356.00
Shared Services Agreement	1,864,723.00
Total Income	\$ 1,864,723.00
Gross Profit	\$ 1,864,723.00
Expenses	
2900 Salaries	709,876.00
3300 Medicare/ Social Security	53,204.00
3400 Health and Welfare Benefits	75,075.00
3500 Unemployment Insurance	7,280.00
3600 Workers Compensation	2,434.00
3900 403B	51,318.00
4315 Office Expense	10,000.00
4500 Furniture	20,000.00
5200 Professional Development & Travel	
5211 Professional Development	500.00
Total 5200 Professional Development & Travel	\$ 500.00
5301 Insurance & Registration	10,000.00
5302 Fuel	15,000.00
5303 Maintenance / Oil Changes	10,000.00
5400 General Liability Insurance	20,000.00
5501 Facility Security	3,500.00
5610 Facility Lease	281,119.00
5615 Repairs & Maintenance	10,000.00
5616 Security Deposit Zin	27,977.00
5620 Equipment Lease	15,000.00
5803 Audit & Tax Return	10,740.00
5805 General Consulting	5,000.00
5812 Business Services	78,000.00
5840 Banking & Payroll Fees	10,000.00
5845 Legal Expenses	10,000.00
5851 Advertising/Marketing	1,000.00
5860 Fingerprinting/Personnel Fees	200.00
5869 Events & Supports	6,000.00
5870 New Arrival Package	1,500.00
5871 Founders Awards	1,000.00
5872 Community E. & D. - Staff Events & Team Building	2,000.00
5874 Community E. & D. - Staff Gear	1,200.00
5875 Community E. & D. - Staff Appreciation	2,000.00
5878 403B Set Up Fee	4,000.00
5887 Tech Services	352,800.00
5889 Moving Cost	20,000.00
5890 Board Stipend	12,000.00
5910 Phone & Internet - Comcast Verizon	5,000.00
5911 Phone & Internet	10,000.00
5920 Postage	10,000.00
Total Expenses	\$ 1,864,723.00
Net Operating Income	\$ 0.00
Net Income	\$ 0.00