Sequoia Grove Charter Alliance

Regularly Scheduled Board Meeting

Date and Time: **May 21, 2026**
6:30 pm

Location: Join Zoom Meeting
https://sequoiagrove-org.zoom.us/j/83519156721

Meeting ID: 835 1915 6721

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 - 3-19-26

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

Title: Chief Operations Officer

III. Director's Update

A. Director's Report – Desiree Miller

IV. Finances

A. Budget Update - Creative Back Office

B. Discussion and Potential Action on Board Resolution - Cost of Living Adjustment 2026-2

V. Operations:

A. Discussion and Potential Action on the Print Support Specialist Job Description

B. Discussion and Potential Action on the Charter Tech Services Agreement

C. Discussion and Potential Action on the Services Agreement with the Member Schools

D. Discussion and Potential Action on the Sale of the Mercedes Lending Library Van

E. Discussion and Potential Action on the Purchase of an additional Lending

Library Van

VI. Governance

A. Discussion and Potential Action on the Acceptance of Board Member for Sequoia Grover Charter Alliance as a Representative of Clarksville Charter School

a. Tiffany Farley - for Clarksville Charter School - May 21, 2026 - June 30, 2027

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
March 19, 2026

I. Opening Items:

A. Record Attendance

The following Board Members were present at Rollcall:

- Janeal Cimino
- Rose Faramarzi-Rad
- Glad Donahue

B. Janeal Cimino called the meeting to order at 6:34 pm.

C. Approval of the Agenda

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

D. Public Comments:

Janeal Cimino 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 November 20, 2025

Rose Faramarzi-Rad motioned to approve the regular board meeting minutes from November 20, 2025.
Glad Donahue seconded the motion.
Rollcall vote was taken. The motion passed unanimously.

ii. Special Board Meeting February 17, 2026

Rose Faramarzi-Rad motioned to approve the special board meeting minutes from February 17, 2026.
Glad Donahue seconded the motion.

SGCA Regular Board Meeting Minutes
March 19, 2026

Rollcall vote was taken. The motion passed unanimously.

II. Governance

A. Annual Board Brown Act Trainings

Kevin Davis from Procopio conducted the Board Annual Brown Act Training. Kevin Davis reviewed the following:

- What is the Brown Act.
- Why Sequoia Grove has chosen to comply with the Brown Act.
- What does the Brown Act mean for the Sequoia Grove Board.
- Sequoia Groves may act with written consent as long as the action does not relate directly to services provided by the member's charter schools.
- Notice of Board Meetings must be posted 72 hours before a regular meeting, 24 hours before a special meeting, and provided to the member schools.
- Meeting can be held at the corporation's principal office, any place within California that is designated within meeting notice, or via teleconference
- Items can be added to the agenda, but there are very strict requirements.
- Public Comments at the Board Meetings

B. Chief Operations Officer Evaluation Tool

Bryanna Brossman gave a little background about the work that was done previously to create an evaluation tool for the top employee at the Charter Services Organization. She also shared that this agenda item is being presented to the board so that they can consider how they would like to move forward with evaluating the Chief Operations Officer.

Janeal Cimino shared that previously there was not a strong evaluation tool and the input form the schools is extremely important because it helps the board to know if the CSO leadership is meeting the needs of the member schools.

Glad Donahue expressed that she really feels like the surveys from staff, from Sequoia Grove and from the member schools are extremely helpful.

Julie Haycock shared that when this evaluation was created, the CSO looked very different than it is right now, and she would caution the board from sending out surveys

to all of the school staff, but instead suggested that surveys be given to the people who work closely with Desiree on a regular basis such as Janell Sherman and Dr. Fernandez.

Glad Donahue expressed would like to see input from each of the schools participating in the surveys about how the CSO is doing.

Julie Haycock shared that there could be a committee that includes two board members and a representative from each of the schools to be on the evaluation committee. There were some questions about if the evaluation committee would be the ones to evaluate the Chief Operations Officer or to work on finalizing the evaluation tool. Bryanna Brossman clarified that the evaluation committee from before was formed to create the evaluation tool, not to evaluate the Chief Operations Officer.

Glad Donahue shared that she thinks it would be helpful to have a board committee to fine tune the survey questions and make some updates to the evaluation tool as the CSO structure has changed since the last time this tool was used.

Julie Haycock offered to help the committee come up with the questions for the surveys, and to help manage the distribution of those surveys. The board was very thankful for Julie Haycock being willing to help in that capacity as she has extensive background knowledge of the CSO and the Chief Operations Officer position.

Glad Donahue motioned to create a board committee consisting of Glad Donahue and Rose Faramarzi-Rad to finalize the COO Evaluation tool, work with Julie Haycock to distribute the staff and member schools surveys, and to bring that data back to the Board so they can evaluate the COO at the May Board Meeting.
Rose Faramarzi-Rad seconded the motion.
Rollcall vote was taken. The motion passed unanimously.

III. Directors Update - Desiree Miller

Desiree Miller gave a short update to the board about the following:

- The CSO received back the Workers Compensation Audit and it went extremely well.
- Health-A-Pooloza was a huge success with the school.
- The staff at the CSO has been gearing up for CAASP testing.

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- The events at the resource center have been a huge success.
- The annual active violence training has been rescheduled to June 24, 2026.
- There is a new suite next to the resource center that is opening up that would allow the schools to hold meetings.
- The Print Shop is a new department that Desiree has been working with the schools to have for the 2026-2027 school year. This would be a service where families could request to print items and there would be a designated staff member available to assist the families.

IV. Finances:

A. Budget Update - Creative Back Office

Matt Butler shared a budget update with the Board. He explained that Desiree, Dr. Fernandez and he have worked together to talk about the budget revision that is necessary to cover the additional costs that the CSO had related to the COLA payments, 403b matches, and postage. Overall, there is a net increase of $53,000 needed to cover the costs. The schools have discussed possible payment options to cover these costs. The plan is for the member schools to take their budget revisions to their boards at the April Board meeting for approval.

Lastly, Matt shared that they have been working very closely with the schools to start planning for the 2026-2027 school year and things are moving along well.

B. Discussion and Potential Action on the Mid-Year Budget Revision

Glad Donahue motioned to approve the Mid-Year Budget Revision that would then be taken to the member schools at the April board meeting.
Rose Faramarzi-Rad seconded the motion.
Rollcall vote was taken. The motion passed unanimously.

V. Operations

A. Discussion and Potential Action on the 2026-2027 Sequoia Grove Charter Alliance Calendar

Julie Haycock shared that the schools approved their calendars for the 2026-2027 school year, and the CSO has worked to create their calendar that includes the Board Meeting dates.

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Rose Faramarzi-Rad motioned to approve 2026-2027 Sequoia Grove Charter Alliance Calendar.
Glad Donahue seconded the motion.
Rollcall vote was taken. The motion passed unanimously.

B. Discussion and Potential Action on Job Descriptions:

i. **Office Manager**
ii. **Business Specialist**
iii. **Library Services Lead**
iv. **Library Services Manager**
v. **Mobile Library Specialist**
vi. **Resource Center Lead**
vii. **Resource Center Specialist**
viii. **Restitutions Lead**
ix. **Restitution Specialist**

Julie Haycock explained that Desiree Miller has been working with the CSO staff to ensure that the Job Descriptions are accurate and up-to-date given the changing structure of the CSO and the unique work in each department.

Glad Donahue motioned to approve the job descriptions.
Rose Faramarzi-Rad seconded the motion.
Rollcall vote was taken. The motion passed unanimously.

VI. Closing Items

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

There were no Directors Comments or Requests.

B. Announcement of Next Regular Scheduled Board Meeting

The next regularly scheduled board meeting is on May 21, 2026 at 6:30 pm.

C. Adjourn Meeting

SEQUOIA GROVE
CHARTER ALLIANCE

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Rose Faramarzi-Rad motioned to adjourn the meeting at 7:48 pm.
Glad Donahue seconded the motion.
Rollcall vote was taken. The motion passed unanimously.

Noted by:

_____

Board Secretary

DIRECTOR'S REPORT

MAY 2026

SEQUOIA
GROVE
CHARTER
ALLIANCE



CSO Updates

📊 Presented the CSO End-of-Year Report at April School Board Meetings.

✅ 2026–2027 Services Agreements approved by all school boards.

🎉CAASPP testing was a huge success.



2026-2027
Services Agreement Updates

📅School Event Reservations

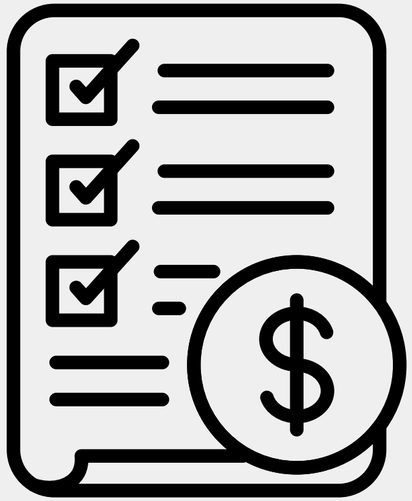
🖨️Print Shop Services

🤝Consulting Services





2026-2027
Budget & Renewals



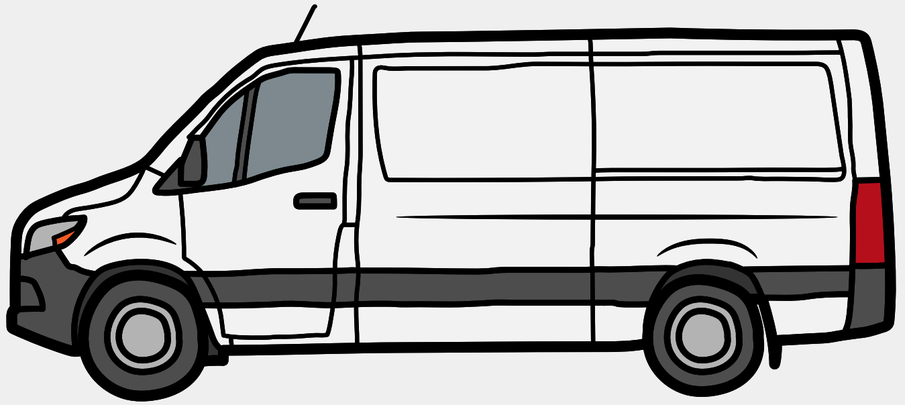
❤️Comfort Insurance
(Employee Health Benefits)

🛡️Newfront Renewal
(General Liability & Insurance Coverage)

🚐Purchase of New Library Van

🖨️Print Shop Operational Costs

📦Increased Shipping Costs



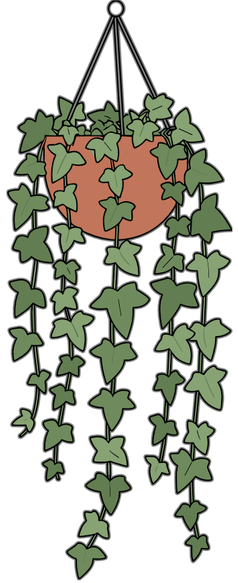
New Positions



💼Business Specialist interviews scheduled for the end of May.

🖨️Print Support Specialist recruitment beginning in June.

A New Space to Grow













Updates Completed ✓

Restitutions Team Updates:

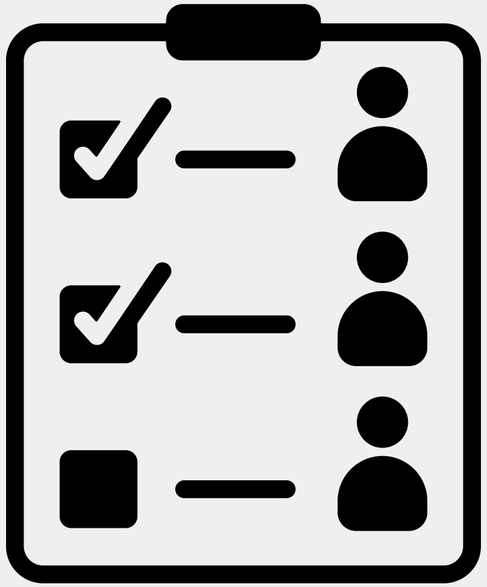


Isobella Payne-
Restitutions Lead



Denise Wright-
Restitutions Specialist





Technology Team:



2025-2026 Highlights

- Processed 3,400 tech store orders
- Deployed 2,645 Chromebooks
- Met 1:1 Criteria-Every student enrolled has a computer
- Help Desk-Answered 10,000 requests
- Chromebooks for testing

2026-2027 Tech Refresh consisted of:

- 200 laptops for staff
- 2,100 student Chromebooks
- Piloting 950 windows laptops for Virtual Academy for greater learning capacity

Growing Strong Together









Upcoming Events & Training

💬End-of-Year One-on-One Staff Meetings scheduled for May–June

❤️Open Benefit Enrollment for Staff-May 15th-29th

🛡️Active Violence Training – June 24th

🤝End-of-Year Staff Meeting & Team-Building Event – June 26th

📚Library Team Collaboration Day – July 2nd



THANK YOU



CreativeBackOffice

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2025-26 SGCA Budget Overview – May 21, 2026

Budget Update vs. Actuals thru April 30, 2026

- Revenue Received - $2,181,835
- Actual Expenditures - 2,027,180
- Current Year Surplus / (Deficit) - $154,654

Mid Year Budget February 2026

- 2025-26 Mid Year Budgeted Revenue - $2,671,778
- 2025-26 Mid Year Budgeted Expenditures- $2,671,778
- 2025-26 Mid Year Budgeted Projected Year End Balance $0.00
- Net Change of $53,576 **From adopted budget*

Adopted Budget July 2025

- 2025-26 Adopted Budgeted Revenue - $2,618,202
- 2025-26 Adopted Budgeted Expenditures- $2,618,202
- 2025-26 Adopted Budget Projected Year End Balance $0.00
- Net Change of $500,948

Sequoia Grove Charter Alliance
Budget Projections

Revenues

		Adopted 2025-26	Mid Year 2025-26	Mid Year Adjustments - (From Adopted Budget 2025-26	
Total Revenues					
Shared Service Agreement - Clarksville	39.0%	$ 1,021,099	1,041,994	86,833	20,895
Shared Service Agreement - Feather River	45.0%	$ 1,178,191	1,202,300	100,192	24,109
Shared Service Agreement - Lakeview	16.0%	$ 418,912	427,485	35,624	8,572
Total Revenue		**$ 2,618,202**	**$ 2,671,778**	**$ 53,576**	**2%**

Projected Expenditures

Salaries	2025-26 Adopted	2025-26 Mid Year	2025-26 Mid Year Adjustments	
Total, Non-Certificated Salaries	**$ 1,010,033**	**$ 1,059,749**	$ 49,716.00	5%
Employee Benefits & Taxes				
3300 - Medicare/ Social Security	$ 76,065	$ 79,868	$ 3,803.22	5%
3400 - Health and Welfare Benefits	$ 153,476	$ 144,000	$ (9,476.00)	-6%
3500 - Unemployment Insurance	$ 7,840	$ 8,500	$ 660.00	8%
3600 - Workers Compensation	$ 19,886	$ 21,000	$ 1,114.00	6%
3900 - 403B	$ 77,241	$ 50,000	$ (27,241.00)	-35%
Total, Employee Benefits	**$ 334,508**	**$ 303,368**	$ (31,139.78)	-9%
General Office Expenses				
4300 - Materials & Supplies	$ 60,000	$ 60,000	$ -	0%
4400 - Non-Cap Furniture & Equipment	$ 3,000	$ 3,000	$ -	0%
Total, General Office Expense	**$ 63,000**	**$ 63,000**	$ -	0%
Services & Operating				
5200 - PD & Conferences	$ 2,000	$ 2,000	$ -	0%
5300 - Vehicles & Fleet	$ 132,000	$ 132,000	$ -	0%
5400 - General Liability Insurance	$ 50,000	$ 45,000	$ (5,000.00)	-10%
5500 - Utilities & Housekeeping Services	$ 5,000	$ 5,000	$ -	0%
5600 - Facility Rent & Repairs	$ 331,081	$ 331,081	$ -	0%
5800 - Professional & Consulting Services	$ 561,580	$ 561,580	$ -	0%
5900 - Communications	$ 129,000	$ 169,000	$ 40,000.00	31%
Total, Services & Other Operating	**$ 1,210,661**	**$ 1,245,661**	$ 35,000.00	3%
Depreciation				
Total Expenditures	**$ 2,618,202**	**$ 2,671,778**	**$ 53,576**	**2%**

Sequoia Grove Charter Alliance
Expenditure Projections

		Year 5 2025-26
Total, Non-Certificated Salaries & Employee Benefits	$	1,363,117
4315 - Office Expense	$	60,000
4400 - Furniture	$	3,000
Conferences & PD		
5210 - Conferences & Travel	$	1,500
5211 - Professional Development	$	500
Vehicles & Fleet		
5301 - Insurance & Registration	$	22,000
5302 - Fuel	$	15,000
5303 - Maintenance / Oil Changes	$	20,000
5304 - New Van Purchase	$	75,000
Insurance - General Office Expenditures		
5400 - General Insurance + Directors	$	45,000
Utilities and Housekeeping - Facility Costs		
5501 - Facility Security	$	5,000
5505 - Utilities		
5515 - Custodial Service		
Rentals, Leases, Repairs - Facility Costs		
5610 - Facility Lease	$	291,081
- Sacramento - 8590 Cal Center Drive	$	-
- Roseville - 1544Eureka Rd	$	127,501
- Zin -	$	163,580
5615 - Repairs & Maintenance	$	10,000
5616 - Security Deposit	$	-
5620 - Equipment Lease	$	30,000
Professional & Consulting Services		
5803 - Audit & Tax Return	$	10,740
5805 - General Consulting	$	20,000
5812 - Business Services	$	92,000
5840 - Banking & Payroll Fees	$	10,000
5845 - Legal Expenses	$	10,000
5851 - Advertising/Marketing	$	1,000
5860 - Fingerprinting/Personnel Fees	$	200
5869 - Events & Supports	$	6,500
5870 - New Arrival Package	$	1,500
5871 - Founders Awards	$	1,000
5872 - Community E. & D. - Staff Events & Team Building	$	2,000
5874 - Community E. & D. - Staff Gear	$	1,200
5875 - Community E. & D. - Staff Appreciation	$	2,000
5878 - 403B Quarterly Admin Fee	$	5,000
5887 - Tech Services	$	370,440
5889 - Student ID Cards	$	16,000
5890 - Board Stipend (Formally Misc. Operating)	$	12,000
Communications - Facility Costs		
5910 - Phone & Internet - Comcast/Verizon	$	36,000
5911 - Phone & Internet - Zoom	$	10,000
5920 - Postage/UPS	$	123,000

Profit and Loss

July 2025 - April 2026

	Total
INCOME	
Shared Services Agreement	2,181,835.10
Total Income	**2,181,835.10**
GROSS PROFIT	**2,181,835.10**
EXPENSES	
2900 Salaries	832,518.76
2901 Salaries - Overtime	1,212.03
2903 Salaries - Coaching Hours	1,593.75
Total 2900 Salaries	**835,324.54**
3300 Medicare/ Social Security	63,579.43
3400 Health and Welfare Benefits	105,503.23
3500 Unemployment Insurance	8,486.23
3600 Workers Compensation	20,618.00
3900 403B	33,168.43
4301 Office Expenses Total	
4315 Office Expense	18,661.20
4316 Admin Supplies Clarksville	4,416.62
4317 Admin Supplies Roseville	2,452.94
4318 Zinfandel Office Snacks	4,611.55
4319 Zinfandel Office Supplies	4,749.93
4320 Lending Library Supplies	10,512.29
4321 Clarksville Office Snacks	1,326.86
4322 Roseville Office Snacks	4,139.92
Total 4301 Office Expenses Total	**50,871.31**
4500 Furniture	2,914.51
5200 Professional Development & Travel	
5210 Conferences	208.95
5211 Professional Development	500.00
5213 Per Diem	42.53
5214 Travel	1,449.64
Total 5200 Professional Development & Travel	**2,201.12**
5301 Insurance & Registration	8,115.42
5302 Fuel	10,367.27
5303 Maintenance / Oil Changes	6,643.25
5304 Van Purchase	6,526.76
5400 General Liability Insurance	28,282.73
5501 Facility Security	2,732.16
5610 Facility Lease	252,573.42
5615 Repairs & Maintenance	511.10
5620 Equipment Lease	20,521.25
5803 Audit & Tax Return	12,375.00

	Total
5805 General Consulting	2,472.50
5812 Business Services	75,000.00
5840 Banking & Payroll Fees	5,719.69
5845 Legal Expenses	1,504.00
5851 Advertising/Marketing	144.79
5860 Fingerprinting/Personnel Fees	1,850.00
5869 Events & Supports	7,630.83
5870 New Arrival Package	1,463.47
5872 Community E. & D. - Staff Events & Team Building	584.38
5875 Community E. & D. - Staff Appreciation	5,268.51
5878 403B Fees	3,547.50
5887 Tech Services	309,490.28
5888 Student ID Cards	15,548.64
5890 Board Stipend	2,000.00
5910 Phone & Internet - Comcast Verizon	26,791.28
5911 Phone & Video Calling -Zoom	4,176.50
5920 Postage	1,206.60
5921 UPS	79,333.05
5922 SendPro/Metered Mail/Postage	11,803.15
5923 Pitney Bowes Lease	329.89
Total 5920 Postage	**92,672.69**
Total Expenses	**2,027,180.22**
NET OPERATING INCOME	**154,654.88**
NET INCOME	**$154,654.88**

Balance Sheet

As of April 30, 2026

	Total
ASSETS	
Current Assets	
Bank Accounts	
Checking (6779)	471,058.24
Total Bank Accounts	**471,058.24**
Total Current Assets	**471,058.24**
Fixed Assets	
9450 Transportation Vans	93,599.31
9451 Van Depreciation	-25,532.84
Accumulated Depreciation - Start Up Equipment & Furniture	-71,614.92
Fixed Assets - Start Up Equipment & Furniture	118,957.87
Total Fixed Assets	**115,409.42**
Other Assets	
ROU Eureka Lease	277,670.40
ROU Zinfandel	621,231.94
Security Deposit	43,889.04
Total Other Assets	**942,791.38**
TOTAL ASSETS	**$1,529,259.04**
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable (A/P)	1,375,584.58
Total Accounts Payable	**1,375,584.58**
Credit Cards	
Divvy (8578)	537.00
Total Credit Cards	**537.00**
Other Current Liabilities	
9501 Accrued Salaries	42,369.82
9511 Accrued Vacation (PTO)	2,501.35
9539 Pending Payment by FRC	-230.00
9540 Pending Payment by LV	-259,333.10
9541 Pending Payment by CCS	-44,082.68
9542 Paid by Schools	-1,170,200.90
9546 Cadet Program Funds	6,984.59
9800 Fundraising (Stripe)	6,810.27
Deferred Revenue	218,183.51
ST Lease Liability Eureka	25,799.13
ST Lease Liability Zinfandel	6,353.01
Total Other Current Liabilities	**-1,164,845.00**
Total Current Liabilities	**211,276.58**

	Total
Long-Term Liabilities	
LT Lease Liability Eureka	252,283.09
LT Lease Liability Zinfandel	620,295.91
Partner School's Investment	20,000.00
Total Long-Term Liabilities	**892,579.00**
Total Liabilities	**1,103,855.58**
Equity	
Retained Earnings	270,748.58
Net Income	154,654.88
Total Equity	**425,403.46**
TOTAL LIABILITIES AND EQUITY	**$1,529,259.04**

Sequoia Grove Charter Alliance

Check Detail Report

March-April, 2026

Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
Checking (6779)						
03/02/2026	Bill Payment (Check)	4747	Elizabeth Platt		Cleared	-41.44
03/02/2026	Bill Payment (Check)	4747	Elizabeth Platt			-41.44
03/02/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-6,288.21
03/02/2026	Bill Payment (Check)		Charter Tech Services			-6,288.21
03/02/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-6,308.22
03/02/2026	Bill Payment (Check)		Charter Tech Services			-6,308.22
03/02/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-55.00
03/02/2026	Bill Payment (Check)		Charter Tech Services			-55.00
03/02/2026	Bill Payment (Check)		Leaf		Cleared	-1,626.81
03/02/2026	Bill Payment (Check)		Leaf			-1,626.81
03/02/2026	Bill Payment (Check)		Bryanna Brossman		Cleared	-225.00
03/02/2026	Bill Payment (Check)		Bryanna Brossman			-225.00
03/02/2026	Bill Payment (Check)		Creative Back Office		Cleared	-7,500.00
03/02/2026	Bill Payment (Check)		Creative Back Office			-7,500.00
03/03/2026	Expense	INV07038893	Paycor, Inc.		Cleared	-500.52
03/03/2026	Expense	INV07038893	Paycor, Inc.	Monthly Service Charges		500.52
03/03/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260301 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX1291850 EED:260303 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX1850 TC	Cleared	-1,054.76

Sequoia Grove Charter Alliance

Check Detail Report

March-April, 2026

Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
03/03/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260301 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX1291850 EED:260303 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX1850 TC		1,054.76
03/04/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX3031324 EED:260304 IND ID:EFOUMJXS8KBP9OF IND NAME:Se quoia Grove Charter EWALLET - Divvy csVGcxAWk9sWwrv TRN: XXXXXX1324 TC	Cleared	-3,177.01
03/04/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX3031324 EED:260304 IND ID:EFOUMJXS8KBP9OF IND NAME:Se quoia Grove Charter EWALLET - Divvy csVGcxAWk9sWwrv TRN: XXXXXX1324 TC	Uncleared	-3,177.01
03/04/2026	Expense		Chase	SERVICE CHARGES FOR THE MONTH OF FEBRUARY	Cleared	-7.50
03/04/2026	Expense		Chase	SERVICE CHARGES FOR THE MONTH OF FEBRUARY		7.50
03/05/2026	Bill Payment (Check)	4746	The Ballon Butler		Cleared	-888.94
03/05/2026	Bill Payment (Check)	4746	The Ballon Butler			-888.94
03/05/2026	Bill Payment (Check)		Lake View Charter School		Cleared	-1,638.51
03/05/2026	Bill Payment (Check)		Lake View Charter School			-1,638.51
03/05/2026	Bill Payment (Check)		Brooklyn Rayne		Cleared	-139.00
03/05/2026	Bill Payment (Check)		Brooklyn Rayne			-139.00
03/05/2026	Bill Payment (Check)		Christopher Hermann		Cleared	-250.00

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Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
03/05/2026	Bill Payment (Check)		Christopher Hermann			-250.00
03/07/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:tax fund SEC:CCD TRACE#:XXXXXXXX5470330 EED:260309 IND ID:XXXXXXXX4810040 IND NAME:S EQUOIA GROVE CHARTER XXXXXXXXXXX6002 TRN: XXXXXX0330 TC	Cleared	-10,574.79
03/07/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:tax fund SEC:CCD TRACE#:XXXXXXXX5470330 EED:260309 IND ID:XXXXXXXX4810040 IND NAME:S EQUOIA GROVE CHARTER XXXXXXXXXXX6002 TRN: XXXXXX0330 TC	Uncleared	-10,574.79
03/07/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:DD - FUND SEC:CCD TRACE#:XXXXXXXX5470323 EED:260309 IND ID:XXXXXXXX5458389 IND NAME: SEQUOIA GROVE CHARTER XXXXXXXXXXX6001 TRN: XXXXXX0323 TC	Cleared	-27,244.04
03/07/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:DD - FUND SEC:CCD TRACE#:XXXXXXXX5470323 EED:260309 IND ID:XXXXXXXX5458389 IND NAME: SEQUOIA GROVE CHARTER XXXXXXXXXXX6001 TRN: XXXXXX0323 TC	Uncleared	-27,244.04
03/07/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX5470325 EED:260309 IND ID:FJCAHY57Y5ZTVK8 IND NAME:Se quoia Grove Charter EWALLET - Divvy oGv0Yhxh5QscDQF TRN: XXXXXX0325 TC	Cleared	-19,608.89
03/07/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX5470325 EED:260309 IND ID:FJCAHY57Y5ZTVK8 IND NAME:Se quoia Grove Charter EWALLET - Divvy oGv0Yhxh5QscDQF TRN: XXXXXX0325 TC	Uncleared	-19,608.89

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Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
03/07/2026	Bill Payment (Check)		HUB International 403B (TCG)		Cleared	-3,531.46
03/07/2026	Bill Payment (Check)		HUB International 403B (TCG)			-3,531.46
03/10/2026	Bill Payment (Check)	4749	Pacific Shredding		Cleared	-480.00
03/10/2026	Bill Payment (Check)	4749	Pacific Shredding			-480.00
03/10/2026	Bill Payment (Check)	4748	Wizix Technology Group, Inc		Cleared	-942.03
03/10/2026	Bill Payment (Check)	4748	Wizix Technology Group, Inc			-942.03
03/10/2026	Expense		Pitney Bowes Global Financial Services LLC	ORIG CO NAME:PITNEY BOWES ORIG ID:XXXXXX6389 DESC DATE:260309 CO ENTRY DESCR:PAYMENT SEC:CCD TRACE#:XXXXXXXX7596546 EED:260310 IND ID:XXXXXXXX1094880 IND NAME:A ccounts Payable TRN: XXXXXX6546 TC	Cleared	-200.00
03/10/2026	Expense		Pitney Bowes Global Financial Services LLC	ORIG CO NAME:PITNEY BOWES ORIG ID:XXXXXX6389 DESC DATE:260309 CO ENTRY DESCR:PAYMENT SEC:CCD TRACE#:XXXXXXXX7596546 EED:260310 IND ID:XXXXXXXX1094880 IND NAME:A ccounts Payable TRN: XXXXXX6546 TC		200.00
03/10/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260308 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX9800590 EED:260310 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX0590 TC	Cleared	-967.19
03/10/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260308 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX9800590 EED:260310 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX0590 TC		967.19

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Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
03/10/2026	Bill Payment (Check)		Clarksville Charter School*		Cleared	-3,007.88
03/10/2026	Bill Payment (Check)		Clarksville Charter School*			-3,007.88
03/10/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-30,870.00
03/10/2026	Bill Payment (Check)		Charter Tech Services			-30,870.00
03/10/2026	Bill Payment (Check)		Zoom Video Communications, Inc.		Cleared	-1.17
03/10/2026	Bill Payment (Check)		Zoom Video Communications, Inc.			-1.17
03/10/2026	Bill Payment (Check)		Aetna Behavioral Health LLC		Cleared	-493.35
03/10/2026	Bill Payment (Check)		Aetna Behavioral Health LLC			-493.35
03/11/2026	Bill Payment (Check)	4750	Elizabeth Platt		Cleared	-42.86
03/11/2026	Bill Payment (Check)	4750	Elizabeth Platt			-42.86
03/11/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX9433125 EED:260311 IND ID:C4TUX60RFJ2D5WA IND NAME:Sequoia Grove Charter EWALLET - Divvy PjR23HxkDNEjZOg TRN: XXXXXX3125 TC	Cleared	-588.73
03/11/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX9433125 EED:260311 IND ID:C4TUX60RFJ2D5WA IND NAME:Sequoia Grove Charter EWALLET - Divvy PjR23HxkDNEjZOg TRN: XXXXXX3125 TC	Uncleared	-588.73
03/13/2026	Expense	March_815560044136868	Comcast		Cleared	-261.64

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Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
03/13/2026	Expense	March_815560044136868	Comcast	March 2026 - Acct # 8155 60 044 1368688 - 3101 ZINFANDEL DR STE 350		261.64
03/16/2026	Bill Payment (Check)	4752	The Advantage Group		Cleared	-2,477.75
03/16/2026	Bill Payment (Check)	4752	The Advantage Group			-2,477.75
03/16/2026	Bill Payment (Check)	4751	Sutter Health Plans		Cleared	-163,270.70
03/16/2026	Bill Payment (Check)	4751	Sutter Health Plans			-163,270.70
03/16/2026	Bill Payment (Check)		Touch-Type Read and Spell (TTRS)		Cleared	-78.00
03/16/2026	Bill Payment (Check)		Touch-Type Read and Spell (TTRS)			-78.00
03/16/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-14,600.10
03/16/2026	Bill Payment (Check)		Charter Tech Services			-14,600.10
03/16/2026	Bill Payment (Check)		Renaissance		Cleared	-4,695.32
03/16/2026	Bill Payment (Check)		Renaissance			-4,695.32
03/17/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260315 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX0448810 EED:260317 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX8810 TC	Cleared	-1,150.16

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Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
03/17/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260315 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX0448810 EED:260317 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX8810 TC		1,150.16
03/18/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX3938165 EED:260318 IND ID:VZ3DRA9IK0Z0BGF IND NAME:Se quoia Grove Charter EWALLET - Divvy TYz4sY9VJLc6VPy TRN: XXXXXX8165 TC	Cleared	-5,169.02
03/18/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX3938165 EED:260318 IND ID:VZ3DRA9IK0Z0BGF IND NAME:Se quoia Grove Charter EWALLET - Divvy TYz4sY9VJLc6VPy TRN: XXXXXX8165 TC	Uncleared	-5,169.02
03/19/2026	Bill Payment (Check)		HUB International 403B (TCG)		Cleared	-3,608.64
03/20/2026	Bill Payment (Check)	4753	Glad Donahue		Cleared	-200.00
03/20/2026	Bill Payment (Check)	4753	Glad Donahue			-200.00
03/20/2026	Bill Payment (Check)		Rosalin Faramarzi-Rad		Cleared	-200.00
03/20/2026	Bill Payment (Check)		Rosalin Faramarzi-Rad			-200.00
03/23/2026	Bill Payment (Check)		Metlife Group Benefits		Cleared	-44,036.43
03/23/2026	Bill Payment (Check)		Metlife Group Benefits			-44,036.43

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Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
03/24/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260322 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX3288560 EED:260324 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX8560 TC	Cleared	-1,091.89
03/24/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260322 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX3288560 EED:260324 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX8560 TC		1,091.89
03/24/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:DD - FUND SEC:CCD TRACE#:XXXXXXXX3597450 EED:260324 IND ID:XXXXXXXX2280634 IND NAME: SEQUOIA GROVE CHARTER XXXXXXXXXXX6001 TRN: XXXXXX7450 TC	Cleared	-28,432.79
03/24/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:DD - FUND SEC:CCD TRACE#:XXXXXXXX3597450 EED:260324 IND ID:XXXXXXXX2280634 IND NAME: SEQUOIA GROVE CHARTER XXXXXXXXXXX6001 TRN: XXXXXX7450 TC	Uncleared	-28,432.79
03/24/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:tax fund SEC:CCD TRACE#:XXXXXXXX3597448 EED:260324 IND ID:XXXXXXXX8010740 IND NAME:S EQUOIA GROVE CHARTER XXXXXXXXXXX6002 TRN: XXXXXX7448 TC	Cleared	-10,899.90
03/24/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:tax fund SEC:CCD TRACE#:XXXXXXXX3597448 EED:260324 IND ID:XXXXXXXX8010740 IND NAME:S EQUOIA GROVE CHARTER XXXXXXXXXXX6002 TRN: XXXXXX7448 TC	Uncleared	-10,899.90
03/24/2026	Bill Payment (Check)		Dani Tal LLC (Professional Property Services, inc.)		Cleared	-10,625.06

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Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
03/24/2026	Bill Payment (Check)		Dani Tal LLC (Professional Property Services, inc.)			-10,625.06
03/24/2026	Bill Payment (Check)		Fox Creek Fund LLC		Cleared	-13,631.67
03/24/2026	Bill Payment (Check)		Fox Creek Fund LLC			-13,631.67
03/25/2026	Expense		Immediate	ORIG CO NAME:Immediate Soluti ORIG ID:XXXXXX7000 DESC DATE:260324 CO ENTRY DESCR:ImmedPay SEC:CCD TRACE#:XXXXXXXX1750434 EED:260325 IND ID:165 IND NAME:Sequoia Grove Charter ImmediatePay TRN: XXXXXX0434 TC	Cleared	-30.00
03/25/2026	Expense		Immediate	ORIG CO NAME:Immediate Soluti ORIG ID:XXXXXX7000 DESC DATE:260324 CO ENTRY DESCR:ImmedPay SEC:CCD TRACE#:XXXXXXXX1750434 EED:260325 IND ID:165 IND NAME:Sequoia Grove Charter ImmediatePay TRN: XXXXXX0434 TC		30.00
03/25/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX7410539 EED:260325 IND ID:07 U872B46OBXP7K IND NAME:Se quoia Grove Charter EWALLET - Divvy AYAYbWmKiY3n7uP TRN: XXXXXX0539 TC	Cleared	-7,539.33
03/25/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX7410539 EED:260325 IND ID:07 U872B46OBXP7K IND NAME:Se quoia Grove Charter EWALLET - Divvy AYAYbWmKiY3n7uP TRN: XXXXXX0539 TC	Uncleared	-7,539.33
03/31/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260329 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX4257721 EED:260331 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX7721 TC	Cleared	-1,114.53

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Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
03/31/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260329 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX4257721 EED:260331 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX7721 TC		1,114.53
03/31/2026	Expense	261488989540	Kaiser Foundation Health Plan	ORIG CO NAME:KAISER GROUP DUE ORIG ID:XXXXXX0030 DESC DATE:260328 CO ENTRY DESCR:INTERNET SEC:WEB TRACE#:XXXXXXXX7310992 EED:260331 IND ID:XXXXXXXX2097656 IND N AME:XXXXXXXXXXXXXXXXXX7247 TELECHK XXX-XXX-9263 TRN: XXXXXX0992 TC	Cleared	-2,362.87
03/31/2026	Expense	261488989540	Kaiser Foundation Health Plan	April 2026 Kaiser SGCA		2,362.87
04/01/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX3259836 EED:260401 IND ID:TUDPMOAU7H1HZ61 IND NAME:Se quoia Grove Charter EWALLET - Divvy sc1rYQtzZ4vGoXF TRN: XXXXXX9836 TC	Cleared	-2,591.03
04/01/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX3259836 EED:260401 IND ID:TUDPMOAU7H1HZ61 IND NAME:Se quoia Grove Charter EWALLET - Divvy sc1rYQtzZ4vGoXF TRN: XXXXXX9836 TC	Uncleared	-2,591.03
04/02/2026	Bill Payment (Check)		HUB International 403B (TCG)		Cleared	-3,638.98
04/02/2026	Bill Payment (Check)		HUB International 403B (TCG)			-3,638.98
04/03/2026	Bill Payment (Check)	4756	Pacific Shredding		Cleared	-80.00
04/03/2026	Bill Payment (Check)	4756	Pacific Shredding			-80.00
04/03/2026	Bill Payment (Check)	4755	The Advantage Group		Cleared	-2,490.95

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Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
04/03/2026	Bill Payment (Check)	4755	The Advantage Group			-2,490.95
04/03/2026	Bill Payment (Check)	4754	Convergent Systems		Cleared	-145.00
04/03/2026	Bill Payment (Check)	4754	Convergent Systems			-145.00
04/03/2026	Expense		Chase	SERVICE CHARGES FOR THE MONTH OF MARCH	Cleared	-2.50
04/03/2026	Expense		Chase	SERVICE CHARGES FOR THE MONTH OF MARCH		2.50
04/03/2026	Bill Payment (Check)		Creative Back Office		Cleared	-7,500.00
04/03/2026	Bill Payment (Check)		Creative Back Office			-7,500.00
04/03/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-532.00
04/03/2026	Bill Payment (Check)		Charter Tech Services			-532.00
04/03/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-6,282.21
04/03/2026	Bill Payment (Check)		Charter Tech Services			-6,282.21
04/03/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-185.70
04/03/2026	Bill Payment (Check)		Charter Tech Services			-185.70
04/03/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-1,412.30
04/03/2026	Bill Payment (Check)		Charter Tech Services			-1,412.30

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Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
04/03/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-1,328.81
04/03/2026	Bill Payment (Check)		Charter Tech Services			-1,328.81
04/03/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-1,556.08
04/03/2026	Bill Payment (Check)		Charter Tech Services			-1,556.08
04/03/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-3,443.48
04/03/2026	Bill Payment (Check)		Charter Tech Services			-3,443.48
04/03/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-3,480.00
04/03/2026	Bill Payment (Check)		Charter Tech Services			-3,480.00
04/06/2026	Bill Payment (Check)		Lake View Charter School		Cleared	-1,638.51
04/06/2026	Bill Payment (Check)		Lake View Charter School			-1,638.51
04/06/2026	Bill Payment (Check)		Clarksville Charter School*		Cleared	-2,788.15
04/06/2026	Bill Payment (Check)		Clarksville Charter School*			-2,788.15
04/07/2026	Bill Payment (Check)	4757	Mr. Handyman		Cleared	-564.97

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Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
04/07/2026	Bill Payment (Check)	4757	Mr. Handyman			-564.97
04/07/2026	Expense		Paycor, Inc.		Cleared	-500.52
04/07/2026	Expense		Paycor, Inc.	Payroll Fees		500.52
04/07/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260405 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX3702368 EED:260407 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX2368 TC	Cleared	-774.71
04/07/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260405 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX3702368 EED:260407 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX2368 TC		774.71
04/07/2026	Expense		Pitney Bowes Global Financial Services LLC	ORIG CO NAME:PITNEY BOWES ORIG ID:XXXXXX6389 DESC DATE:260406 CO ENTRY DESCR:PAYMENT SEC:CCD TRACE#:XXXXXXXX3543730 EED:260407 IND ID:XXXXXXXX1094880 IND NAME:A ccounts Payable TRN: XXXXXX3730 TC	Cleared	-401.00
04/07/2026	Expense		Pitney Bowes Global Financial Services LLC	ORIG CO NAME:PITNEY BOWES ORIG ID:XXXXXX6389 DESC DATE:260406 CO ENTRY DESCR:PAYMENT SEC:CCD TRACE#:XXXXXXXX3543730 EED:260407 IND ID:XXXXXXXX1094880 IND NAME:A ccounts Payable TRN: XXXXXX3730 TC		401.00
04/08/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX6044634 EED:260408 IND ID:4 ANORTB5FLXEFOJ IND NAME:Se quoia Grove Charter EWALLET - Divvy bS26QtgrgnowKBo TRN: XXXXXX4634 TC	Cleared	-274.04
04/08/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX6044634 EED:260408 IND ID:4 ANORTB5FLXEFOJ IND NAME:Se quoia Grove Charter EWALLET - Divvy bS26QtgrgnowKBo TRN: XXXXXX4634 TC	Uncleared	-274.04

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Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
04/08/2026	Bill Payment (Check)		Bright Thinker		Cleared	-50,400.00
04/08/2026	Bill Payment (Check)		Bright Thinker			-50,400.00
04/09/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:DD - FUND SEC:CCD TRACE#:XXXXXXXX7664220 EED:260409 IND ID:XXXXXXXX9875998 IND NAME: SEQUOIA GROVE CHARTER XXXXXXXXXXX6001 TRN: XXXXXX4220 TC	Cleared	-31,897.78
04/09/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:DD - FUND SEC:CCD TRACE#:XXXXXXXX7664220 EED:260409 IND ID:XXXXXXXX9875998 IND NAME: SEQUOIA GROVE CHARTER XXXXXXXXXXX6001 TRN: XXXXXX4220 TC	Uncleared	-31,897.78
04/09/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:tax fund SEC:CCD TRACE#:XXXXXXXX7664222 EED:260409 IND ID:XXXXXXXX8309242 IND NAME:S EQUOIA GROVE CHARTER XXXXXXXXXXX6002 TRN: XXXXXX4222 TC	Cleared	-12,744.67
04/09/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:tax fund SEC:CCD TRACE#:XXXXXXXX7664222 EED:260409 IND ID:XXXXXXXX8309242 IND NAME:S EQUOIA GROVE CHARTER XXXXXXXXXXX6002 TRN: XXXXXX4222 TC	Uncleared	-12,744.67
04/10/2026	Expense		Immediate	ORIG CO NAME:Immediate Soluti ORIG ID:XXXXXX7000 DESC DATE:260409 CO ENTRY DESCR:ImmedPay SEC:CCD TRACE#:XXXXXXXX8168288 EED:260410 IND ID:165 IND NAME:Sequoia Grove Charter ImmediatePay TRN: XXXXXX8288 TC	Cleared	-250.00
04/10/2026	Expense		Immediate	ORIG CO NAME:Immediate Soluti ORIG ID:XXXXXX7000 DESC DATE:260409 CO ENTRY DESCR:ImmedPay SEC:CCD TRACE#:XXXXXXXX8168288 EED:260410 IND ID:165 IND NAME:Sequoia Grove Charter ImmediatePay TRN: XXXXXX8288 TC		250.00

Sequoia Grove Charter Alliance

Check Detail Report

March-April, 2026

Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
04/10/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-374,422.28
04/10/2026	Bill Payment (Check)		Charter Tech Services			-374,422.28
04/10/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-42,028.42
04/10/2026	Bill Payment (Check)		Charter Tech Services			-42,028.42
04/13/2026	Expense	April_815560044136868	Comcast		Cleared	-261.64
04/13/2026	Expense	April_815560044136868	Comcast	April 2026 - Acct # 8155 60 044 1368688 - 3101 ZINFANDEL DR STE 350		261.64
04/13/2026	Expense		Comcast	ORIG CO NAME:COMCAST-XFINITY ORIG ID:XXXXXX3249 DESC DATE:260412 CO ENTRY DESCR:CABLE SVCSSEC:PPD TRACE#:XXXXXXXX4532387 EED:260413 IND ID:5327362 IND NAME:SEQU OIA *CHARTER XXX-XXX-2278 TRN: XXXXXX2387 TC	Cleared	-591.55
04/13/2026	Expense		Comcast	ORIG CO NAME:COMCAST-XFINITY ORIG ID:XXXXXX3249 DESC DATE:260412 CO ENTRY DESCR:CABLE SVCSSEC:PPD TRACE#:XXXXXXXX4532387 EED:260413 IND ID:5327362 IND NAME:SEQU OIA *CHARTER XXX-XXX-2278 TRN: XXXXXX2387 TC	Uncleared	-591.55
04/14/2026	Bill Payment (Check)	4760	Wizix Technology Group, Inc		Cleared	-876.85
04/14/2026	Bill Payment (Check)	4760	Wizix Technology Group, Inc			-876.85
04/14/2026	Bill Payment (Check)	4759	The Advantage Group		Cleared	-2,444.75
04/14/2026	Bill Payment (Check)	4759	The Advantage Group			-2,444.75
04/14/2026	Bill Payment (Check)	4758	Convergent Systems		Cleared	-611.79

Sequoia Grove Charter Alliance

Check Detail Report

March-April, 2026

Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
04/14/2026	Bill Payment (Check)	4758	Convergent Systems			-611.79
04/14/2026	Bill Payment (Check)		Clarksville Charter School*		Cleared	-2,706.59
04/14/2026	Bill Payment (Check)		Clarksville Charter School*			-2,706.59
04/14/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260412 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX1757365 EED:260414 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX7365 TC	Cleared	-548.48
04/14/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260412 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX1757365 EED:260414 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX7365 TC		548.48
04/14/2026	Expense		Pitney Bowes Global Financial Services LLC	ORIG CO NAME:Pitney Bowes ORIG ID:XXXXXX4287 DESC DATE:260413 CO ENTRY DESCR:DIRECT DEBSEC:CCD TRACE#:XXXXXXXX2110977 EED:260414 IND ID:PBLeasing IND NAME:Royce Gough XXXXXX6444 TRN: XXXXXX0977 TC	Cleared	-85.64
04/14/2026	Expense		Pitney Bowes Global Financial Services LLC	ORIG CO NAME:Pitney Bowes ORIG ID:XXXXXX4287 DESC DATE:260413 CO ENTRY DESCR:DIRECT DEBSEC:CCD TRACE#:XXXXXXXX2110977 EED:260414 IND ID:PBLeasing IND NAME:Royce Gough XXXXXX6444 TRN: XXXXXX0977 TC		85.64
04/14/2026	Bill Payment (Check)		Bryanna Brossman		Cleared	-285.00

Sequoia Grove Charter Alliance

Check Detail Report

March-April, 2026

Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
04/14/2026	Bill Payment (Check)		Bryanna Brossman			-285.00
04/14/2026	Bill Payment (Check)		Aetna Behavioral Health LLC		Cleared	-493.35
04/14/2026	Bill Payment (Check)		Aetna Behavioral Health LLC			-493.35
04/14/2026	Bill Payment (Check)		Leaf		Cleared	-1,626.81
04/14/2026	Bill Payment (Check)		Leaf			-1,626.81
04/14/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-30,870.00
04/14/2026	Bill Payment (Check)		Charter Tech Services			-30,870.00
04/15/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX9347722 EED:260415 IND ID:BAE6VUL7IZW0VCP IND NAME:Sequoia Grove Charter EWALLET - Divvy K336ouEuQ3V6Xo0 TRN: XXXXXX7722 TC	Cleared	-5,089.58
04/15/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX9347722 EED:260415 IND ID:BAE6VUL7IZW0VCP IND NAME:Sequoia Grove Charter EWALLET - Divvy K336ouEuQ3V6Xo0 TRN: XXXXXX7722 TC	Uncleared	-5,089.58
04/21/2026	Bill Payment (Check)		HUB International 403B (TCG)		Cleared	-3,521.76
04/21/2026	Bill Payment (Check)		HUB International 403B (TCG)			-3,521.76

Sequoia Grove Charter Alliance

Check Detail Report

March-April, 2026

Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
04/21/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260419 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX2542643 EED:260421 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX2643 TC	Cleared	-735.68
04/21/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260419 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX2542643 EED:260421 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX2643 TC		735.68
04/21/2026	Bill Payment (Check)		Metlife Group Benefits		Cleared	-43,617.94
04/21/2026	Bill Payment (Check)		Metlife Group Benefits			-43,617.94
04/22/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX2495419 EED:260422 IND ID:DC7HN11HIMILPNC IND NAME:Se quoia Grove Charter EWALLET - Divvy JrhLPboklf6tMzZ TRN: XXXXXX5419 TC	Cleared	-2,561.67
04/22/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX2495419 EED:260422 IND ID:DC7HN11HIMILPNC IND NAME:Se quoia Grove Charter EWALLET - Divvy JrhLPboklf6tMzZ TRN: XXXXXX5419 TC	Uncleared	-2,561.67
04/23/2026	Bill Payment (Check)	4762	Sutter Health Plans		Cleared	-160,288.10
04/23/2026	Bill Payment (Check)	4762	Sutter Health Plans			-160,288.10
04/23/2026	Bill Payment (Check)	4761	Department of Justice		Uncleared	-200.00

Sequoia Grove Charter Alliance

Check Detail Report

March-April, 2026

Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
04/23/2026	Bill Payment (Check)	4761	Department of Justice			-200.00
04/23/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:tax fund SEC:CCD TRACE#:XXXXXXXX4289477 EED:260423 IND ID:XXXXXXXX0693968 IND NAME:S EQUOIA GROVE CHARTER XXXXXXXXXXX6001 TRN: XXXXXX9477 TC	Cleared	-11,787.66
04/23/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:tax fund SEC:CCD TRACE#:XXXXXXXX4289477 EED:260423 IND ID:XXXXXXXX0693968 IND NAME:S EQUOIA GROVE CHARTER XXXXXXXXXXX6001 TRN: XXXXXX9477 TC	Uncleared	-11,787.66
04/23/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:DD - FUND SEC:CCD TRACE#:XXXXXXXX4289475 EED:260423 IND ID:XXXXXXXX1755798 IND NAME: SEQUOIA GROVE CHARTER XXXXXXXXXXX6002 TRN: XXXXXX9475 TC	Cleared	-30,096.01
04/23/2026	Expense		Paycor, Inc.	ORIG CO NAME:PAYCOR INC. ORIG ID:XXXXXX9990 DESC DATE:136747 CO ENTRY DESCR:DD - FUND SEC:CCD TRACE#:XXXXXXXX4289475 EED:260423 IND ID:XXXXXXXX1755798 IND NAME: SEQUOIA GROVE CHARTER XXXXXXXXXXX6002 TRN: XXXXXX9475 TC	Uncleared	-30,096.01
04/24/2026	Expense	April_815560045193279	Comcast		Uncleared	-581.42
04/24/2026	Expense	April_815560045193279	Comcast	8155600451932795 - Apr 21 2026 - May 20, 2026 - 1544 EUREKA RD	Uncleared	-581.42
04/24/2026	Expense		Immediate	ORIG CO NAME:Immediate Soluti ORIG ID:XXXXXX7000 DESC DATE:260423 CO ENTRY DESCR:ImmedPay SEC:CCD TRACE#:XXXXXXXX1071828 EED:260424 IND ID:165 IND NAME:Sequoia Grove Charter ImmediatePay TRN: XXXXXX1828 TC	Cleared	-250.00
04/24/2026	Expense		Immediate	ORIG CO NAME:Immediate Soluti ORIG ID:XXXXXX7000 DESC DATE:260423 CO ENTRY DESCR:ImmedPay SEC:CCD TRACE#:XXXXXXXX1071828 EED:260424 IND ID:165 IND NAME:Sequoia Grove Charter ImmediatePay TRN: XXXXXX1828 TC		250.00

Sequoia Grove Charter Alliance

Check Detail Report

March-April, 2026

Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
04/24/2026	Bill Payment (Check)		Fox Creek Fund LLC		Cleared	-13,631.67
04/24/2026	Bill Payment (Check)		Fox Creek Fund LLC			-13,631.67
04/24/2026	Bill Payment (Check)		Dani Tal LLC (Professional Property Services, inc.)		Cleared	-10,625.06
04/24/2026	Bill Payment (Check)		Dani Tal LLC (Professional Property Services, inc.)			-10,625.06
04/27/2026	Bill Payment (Check)	4763	Christy White, Inc.		Cleared	-2,000.00
04/27/2026	Bill Payment (Check)	4763	Christy White, Inc.			-2,000.00
04/27/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-1,077,273.75
04/27/2026	Bill Payment (Check)		Charter Tech Services			-1,077,273.75
04/27/2026	Bill Payment (Check)		HUB Investment Partners, LLC		Cleared	-1,180.00
04/27/2026	Bill Payment (Check)		HUB Investment Partners, LLC			-1,180.00
04/27/2026	Bill Payment (Check)		Bright Thinker		Cleared	-9,240.00
04/27/2026	Bill Payment (Check)		Bright Thinker			-9,240.00
04/27/2026	Bill Payment (Check)		Charter Tech Services		Cleared	-5,721.78

Sequoia Grove Charter Alliance

Check Detail Report

March-April, 2026

Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
04/27/2026	Bill Payment (Check)		Charter Tech Services			-5,721.78
04/28/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260426 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX4409494 EED:260428 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX9494 TC	Cleared	-839.90
04/28/2026	Expense		UPS	ORIG CO NAME:UPSBILLCTR ORIG ID:XXXXXX0436 DESC DATE:260426 CO ENTRY DESCR:PAYMENT SEC:PPD TRACE#:XXXXXXXX4409494 EED:260428 IND ID:0000046 FY8 IND NAME:Sequoia Grove Charter Log in to the UPS Billing Center fo r payment details. TRN: XXXXXX9494 TC		839.90
04/29/2026	Expense		Kaiser Foundation Health Plan	ORIG CO NAME:KAISER GROUP DUE ORIG ID:XXXXXX0030 DESC DATE:260427 CO ENTRY DESCR:INTERNET SEC:WEB TRACE#:XXXXXXXX0602983 EED:260429 IND ID:XXXXXXXX9002662 IND N AME:XXXXXXXXXXXXXXXXXX3640 TELECHK XXX-XXX-9263 TRN: XXXXXX2983 TC	Cleared	-2,362.87
04/29/2026	Expense		Kaiser Foundation Health Plan	ORIG CO NAME:KAISER GROUP DUE ORIG ID:XXXXXX0030 DESC DATE:260427 CO ENTRY DESCR:INTERNET SEC:WEB TRACE#:XXXXXXXX0602983 EED:260429 IND ID:XXXXXXXX9002662 IND N AME:XXXXXXXXXXXXXXXXXX3640 TELECHK XXX-XXX-9263 TRN: XXXXXX2983 TC		2,362.87
04/29/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX3351045 EED:260429 IND ID:QZRXMSOM9OBBXCE IND NAME:Se quoia Grove Charter EWALLET - Divvy 6YTkbDRDpKCKkJW TRN: XXXXXX1045 TC	Cleared	-623.49

Sequoia Grove Charter Alliance

Check Detail Report

March-April, 2026

Transaction date	Transaction type	Num	Name	Description	Cleared	Amount
04/29/2026	Expense		Divvy	ORIG CO NAME:EWALLET - Divvy ORIG ID:XXXXXX4657 DESC DATE: CO ENTRY DESCR:Divvy CredSEC:CCD TRACE#:XXXXXXXX3351045 EED:260429 IND ID:QZRXMSOM9OBBXCE IND NAME:Sequoia Grove Charter EWALLET - Divvy 6YTkbDRDpKCKkJW TRN: XXXXXX1045 TC	Uncleared	-623.49
04/30/2026	Bill Payment (Check)	4765	Sign Chef, Inc.		Cleared	-144.79
04/30/2026	Bill Payment (Check)	4765	Sign Chef, Inc.			-144.79
04/30/2026	Bill Payment (Check)	4764	Lynn Michiko Tashiro		Uncleared	-500.00
04/30/2026	Bill Payment (Check)	4764	Lynn Michiko Tashiro			-500.00

RESOLUTION OF THE BOARD OF SEQUOIA GROVE CHARTER ALLIANCE REGARDING A COST OF LIVING ADJUSTMENT (COLA) FOR THE 2025–2026 SCHOOL YEAR - 2026-2

WHEREAS, the Board ("Board") of Sequoia Grove Charter Alliance (the "CSO") recognizes the importance of supporting and retaining qualified employees and honoring the service of retirees through compensation practices that respond to increases in the cost of living; and

WHEREAS, the Board desires to provide a cost-of-living adjustment ("COLA") tied directly to base salary earned during the 2025–2026 school year as a means of partially offsetting increased living expenses; and

WHEREAS, the Board intends that this COLA be applied equitably to eligible employees and retirees based on actual periods of service during the school year;

NOW, THEREFORE, BE IT RESOLVED by the Board of Sequoia Grove Charter Alliance as follows:

1. The CSO shall provide a Cost of Living Adjustment (COLA) for the 2025–2026 school year equal to five percent (5%) of an eligible individual's base salary earned during the applicable periods of service.
2. The second COLA payment shall be paid:
   a. A July payment covering the period of service from January 1st through June 30th;
   The COLA shall be calculated based on the base earnings actually worked and paid, including approved paid time off such as sick leave, paid time off (PTO), and paid holidays to the eligible individual during each respective period of service. Periods not actively worked, including unpaid or partially paid leaves of absence, shall be excluded from the COLA calculation. Over time, stipends, bonuses, differentials, other supplemental or one-time compensation, etc., shall be excluded from the COLA calculation.
3. Eligibility for the COLA shall include:
   a. All staff members who are actively employed by the CSO at the time each COLA payment is issued and/or who performed service during the applicable COLA period;
   b. Retirees, including classified and certificated employees who rendered service to the School during the applicable COLA period prior to retirement.
4. Any COLA payment made pursuant to this Resolution shall correspond only to the period of service completed and base compensation earned during the applicable timeframe.
5. The COLA provided under this Resolution shall not be construed as a permanent increase to salary schedules or base compensation. This resolution shall apply solely to the 2025–2026 school year, as stated herein.
6. The COLA authorized by this Resolution is expressly subject to the availability of funds. In the event that implementation of the COLA would cause the School's ending fund balance reserve to fall below six percent (6%), the COLA, or any remaining unpaid

portion thereof, may be reduced, delayed, or suspended in whole or in part, as necessary to maintain the required reserve level.

BE IT FURTHER RESOLVED that the administration of the CSO is authorized to take all actions necessary to implement this Resolution in accordance with applicable laws, regulations, and fiscal requirements.

The foregoing Resolution was introduced by Board Member _____, who moved its adoption, seconded by Board Member _____, and adopted by roll call on _____, 2026.

AYES: _____ NOES: _____ ABSENT OR ABSTENTION: _____

Board Secretary

Print Support Specialist

Job Title	Print Support Specialist
Direct Report	Library Services Manager
FLSA Status	Non Exempt, Hourly
Position Type	Full Time, M-F -7:30 AM to 4:00 PM
Salary Schedule	Team 1
Classification	Classified
Board Approved	
Revised	

SUMMARY OF POSITION

Under the supervision of the Library Services Manager, the Print Support Specialist is responsible for processing incoming print requests for families and staff, ensuring accuracy, efficiency, and timely fulfillment. This role supports document preparation, printing, finishing, and distribution for pickup or mailing.

The Print Support Specialist also supports the Library Services Department with basic resource center operations and assists with additional tasks as needed.

REPRESENTATIVE DUTIES

The duties listed below represent the essential functions of the position. This list is not intended to be exhaustive and may be adjusted based on organizational needs.

ESSENTIAL FUNCTIONS

- Process incoming print requests accurately and efficiently according to established guidelines.
- Review submitted documents to ensure proper formatting, completeness, and print readiness.
- Operate and maintain printing equipment, ensuring quality output and minimizing errors.

- Track and manage print orders using spreadsheets or internal systems.
- Prepare printed materials for distribution, including organizing for pickup or shipment.
- Charge student ordering system accounts in alignment with school policies.
- Maintain a clean, organized, and efficient print workspace.
- Monitor supply levels and coordinate ordering of print-related materials as needed.
- Provide clear and professional communication with staff and families regarding print requests.
- Ensure confidentiality and proper handling of all student and family materials.
- Assist with basic library and resource center support tasks as assigned.
- Support resource center events as needed.
- Provide excellent customer service to staff, students, and families.
- Perform other duties as assigned.

REQUIRED SKILLS/ABILITIES

- Strong attention to detail and accuracy in document processing.
- Excellent organization and time-management skills.
- Ability to manage multiple print requests and meet deadlines.
- Strong communication and customer service skills.
- Ability to maintain confidentiality and handle sensitive materials.
- Proficiency with Google Workspace, Microsoft Office, and standard office equipment.
- Ability to troubleshoot basic printing or formatting issues.
- Ability to work independently and collaboratively in a fast-paced environment.

EDUCATION/EXPERIENCE

Any combination of education, training, and experience that demonstrates the required knowledge and abilities will be considered. Typical qualifications include:

- Bachelor's degree and two (2) years of experience in a library, educational, or equivalent administrative setting; or
- Associate's degree and three (3) years of relevant experience; or
- High school diploma and five (5) years of progressively responsible experience in a library, educational, or equivalent setting.
- Experience in print services, document processing, or office support preferred.

WORK ENVIRONMENT/PHYSICAL DEMANDS

Work is performed on-site; regular attendance is required.

- Office environment with prolonged sitting or standing.
- Frequent use of computers, keyboards, and office equipment.
- Repetitive hand and wrist movements required.
- Ability to kneel, bend, reach overhead, and retrieve or store materials.
- Ability to push or pull carts weighing approximately 25–200 pounds.
- Ability to lift up to 30 pounds.
- Occasional travel for off-site meetings or events may be required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EOE STATEMENT

Sequoia Grove Charter Alliance is an equal-opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws. This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. Sequoia Grove Charter Alliance makes hiring decisions based solely on qualifications, merit, and business needs at the time.

ADDITIONAL REQUIREMENTS

Maintain a valid California Driver's License
Proof of Automobile Insurance
Maintain a clean driving record.
DOJ fingerprint Clearance
Internal Professional Development/Training

cts charter tech services

The Gold Standard in California K-12 Support
Reliable. Local. Dedicated to Student Success.
Managing school technology shouldn't feel like a lesson in frustration. With over **20 years of experience** serving California schools, we provide the state's largest private K-12 helpdesk, ensuring your educators can focus on teaching while we handle the tech.

Why California Schools Trust Us
We aren't just a service provider; we are a part of your educational community:

- **Proven Scale:** We support over **55,000 students** across the state.
- **Deep Expertise:** Our recommendations are **informed by a diverse portfolio** of client schools, enabling us to efficiently scale best practices to your organization.
- **100% Google Certified:** Every member of our staff is Google Certified, ensuring seamless management of your Chromebooks and Workspace for Education environment.
- **Local Support:** Our team members live and work in your community. We **never** outsource overseas—providing you with clear communication and fast, local response times.
- **Right-Sized**: Whether you need help executing a single, high-impact technical project or full-scale dedicated staffing for an entire school district, our services scale instantly to meet your organization's specific demands.

The "No-Risk" Promise
We believe our service speaks for itself. That's why we offer the most transparent onboarding in the industry:

- **30-Day Zero-Obligation Trial:** Test our service for a full month. If you aren't satisfied, cancel for any reason.
- **Fully Protected:** We carry **$2M in professional liability insurance** for your school's peace of mind.
- **Verified Success:** Extensive **references** are available from California schools of all sizes.

Commitment to the Community

- We are proud members of the **CCSA, CSDC, and APLUS+**
- **The 10% Pledge:** We donate **10% of all proceeds** back to school sponsorships and fundraisers. Your IT budget doesn't just fix computers; it helps fund your students' next big event.

MASTER CLIENT AGREEMENT
GENERAL TERMS

This Master Client Agreement (the "Agreement" or "MCA") is entered into as of 7/1/2026 (the "Effective Date") between Charter Tech Services or ("CTS"), located at 302 Washington St. #811 San Diego, CA 92103 and Sequoia Grove Charter Alliance, a charter services organization located at 3101 Zinfandel Dr, Rancho Cordova, CA 95670 ("Client"). CTS and Client are each referred to herein as a "Party" and together as, the "Parties."

1. MASTER CLIENT AGREEMENT

1.1 Scope of MCA. This MCA, all statements of work, and orders either attached hereto as an exhibit or incorporated herein by reference, including any statement of work setting forth the work to be performed, goods, services and intellectual property to be sold or licensed, any related pricing and any other order for goods, licensing, services and any related agreement for services (for example, agreements for back-up disaster and recovery or cloud IT services), whether or not attached hereto or otherwise explicitly incorporated herein by reference (each of which may hereinafter be referred to as a "Statement of Work", "SOW", "Infrastructure as a Service", "IaaS", or an "Order", as applicable and collectively hereinafter referred to as "SOW"), shall contractually obligate Client, and any Client affiliate of CTS or any affiliates of CTS, or any successors and assigns thereto, for all goods ("Goods") and services ("Services"), including for any licensing of intellectual property. Goods and Services may include, but are not limited to, software, licenses, subscriptions, back-up, disaster, and recovery services, cloud services, hardware, trouble support, and ticketing services, call center and maintenance services, combined software and services, identification verification processes, policies, and systems, cybersecurity systems, applications, software, policies, and enhancements, voice over internet protocol ("VoiP"), telephone and internet services. Goods and Services shall be collectively referred to hereinafter as "Products" or, individually as a "Product", regardless of whether such Product or Products are provided to Client by CTS directly or through any third party vendor, wholesaler, reseller, supplier, channel partners, trade partner, consultant, or trade group member, including but not limited to independent contractors, agents or distributors of CTS, as the case may be, under the circumstances then appertaining.

1.2 Affiliate. For purposes of this Agreement, "Affiliate" means any entity that directly or indirectly, through one or more entities, controls and/or owns or is controlled and/or owned by Client or CTS, or is under common control and/or ownership with Client or CTS.

1.3 Statements of Work. Any SOW provided pursuant to this MCA may require the acknowledgment by Client either in writing, electronic or other means acceptable to CTS. Whenever reasonably practicable, an initial Statement of Work may be, but is not required to be, attached hereto as an exhibit upon execution of the MCA by the Parties. The failure to attach any SOW to the MCA shall not void Client's obligations (financial or otherwise) to CTS. The Parties agree and acknowledge that the Parties may, in the course of their dealings, execute multiple SOWs pursuant to this MCA. Such SOWs need not be appended to this MCA, but shall be deemed to be incorporated herein by reference even if such SOWs are not attached to this MCA. In the event of a conflict between the terms of this MCA and any SOW, the terms of this MCA shall prevail, except with respect to the SOW's provisions regarding the description, scope, nature of services, fees, expenses and payment terms.

2. TERM AND TERMINATION

2.1 Term. The Services and Goods provided under this MCA will commence on 7/1/2026 (the "Commencement Date") and will continue for one (1) year (the "MCA Term") or until each SOW initiated within the MCA Term is fulfilled, expires or renews, except as otherwise set forth herein or as otherwise agreed by the Parties in writing. This Agreement will automatically renew for twelve months unless either party gives the other written notice of termination at least ninety (90) days prior to expiration of the then-current term. Upon each automatic renewal of this Agreement, the rates will be increased by five percent (5%) from the then-current rate (the "Adjustment Rate"), effective as of the first day of the applicable renewal term. All SOWs shall renew in accordance with the MCA's renewal provisions. Client acknowledges that the cost of labor and expense incurred by CTS during the onboarding process is amortized over the length of the MCA Term and shall be waived if Client (a) does not commit an uncured material breach during the MCA Term, and (b) completes the full term of the Agreement.

2.2 Trial Period. The initial term of this Agreement shall include a non-binding Trial Period of thirty (30) calendar days beginning on the Commencement Date (the "Trial Period").

(a) During the Trial Period, either Party may terminate this Agreement or SOW for any reason or no reason by providing written notice of termination to the other Party at least one (1) business day prior to the last day of the Trial Period.

(b) Upon termination becoming effective during the Trial Period, neither Party shall have any further obligations under this Agreement except for payment obligations for Services and Goods provided up to the effective date of termination.

(c) If no notice of termination is delivered by either Party at least one (1) business day before the end of the Trial Period, this Agreement shall convert to the MCA Term as set forth in Section 2.1 and may thereafter be terminated only as provided in Sections 2.3 or 2.4 or as otherwise expressly permitted by this Agreement.

2.3 MCA Termination Events. MCA termination events include, but shall not be limited to (i) Client's material breach of any provision of the MCA or SOW, or (ii) Client's failure to make any payment when due under this MCA and/ or any SOW (each, a "MCA Termination Event" and collectively, "MCA Termination Events") and provided Client has not cured the default within ten (10) calendar days of written notice thereof from CTS to Client (the "Cure Period"), unless otherwise mutually agreed to in writing by the Parties. In the event of non-payment by Client that is subject to a good-faith dispute, either Party may, in its sole discretion, provide written notice to the other, requiring that such payment dispute be submitted to mandatory mediation in California ("Mediation"). Mediation shall be conducted within thirty (30) days of the expiration of the Cure Period, and the Parties agree to split the costs of Mediation, which shall observe the American Rule with respect to fees and costs unless a Party reasonably determines that filing of a suit or claim is necessary to preserve a claim and/or avoid the expiration of any applicable statute of limitations. While mediation is pending, services shall continue to be provided and all

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fees and expenses under the MCA shall continue to accrue and be due to CTS in the ordinary course of business. Notwithstanding the foregoing, if any undisputed invoice remains unpaid more than ten (10) days after its due date, CTS may, upon ten (10) days' written notice to Client, suspend all or any portion of the Services until such overdue amounts are paid in full. During suspension, Client shall remain responsible for all fees accruing under this MCA and any SOW. Services will be reinstated promptly upon receipt of payment.

2.4 Client Termination. Client may terminate this Agreement if CTS materially defaults with respect to any of CTS's provisions of the MCA or SOW and provided that CTS has not cured such default within ten (10) calendar days of written notice thereof (the "Cure Period"), unless otherwise mutually agreed to in writing by the Parties. In the event that Client provides notice of termination to CTS, either Party may, in its sole discretion, provide written notice to the other, requiring that any request for termination be submitted to Mediation. Mediation shall be conducted within thirty (30) days of the expiration of the Cure Period, and the Parties agree to split the costs of Mediation, which shall observe the American Rule with respect to fees and costs unless a Party reasonably determines, in their sole discretion, that filing a suit or claim is necessary to preserve the claim and/or avoid expiration of any applicable statute of limitations. While mediation is pending, services shall continue to be provided and all fees and expenses under the MCA shall continue to accrue and be due to CTS in the ordinary course of business. The Parties agree to act in good faith and to use commercially reasonable efforts to resolve any dispute.

2.5 Effect of Termination.

(a) Upon any termination of the MCA and/or any SOW in whole or in part, Client shall immediately uninstall or cease using any software designated by CTS, return any of CTS's hardware, and otherwise cease to use and return any Product to CTS, together with all related documentation, hardware, intellectual property, and software, and any hard, cyber or digital copies thereof (collectively, the "Ancillaries") in a manner (and at a time and place) reasonably acceptable to CTS in CTS's sole discretion and at Client's sole expense.

(b) Upon written request of CTS, Client will within three (3) business days certify in writing to CTS that all Products and Ancillaries have been returned, or if so directed by CTS in writing to Client, have been destroyed in accordance with applicable law. Client agrees to assume liability to CTS and the CTS Release Parties for any unauthorized use of Products and Ancillaries and any destruction and disposal of same in accordance with applicable law.

(c) Client shall hold harmless, indemnify and defend CTS and the CTS Release Parties for any and all claims by Client and by any third party or government entity arising from any failure of Client to use or dispose of any Product and/or Ancillaries in accordance with applicable law, regardless of whether CTS has provided Client with advance written consent to maintain, use or destroy any Product and/or Ancillaries.

(d) If the MCA or any SOW is terminated in whole or in part prior to the expiration of the MCA Term, unless otherwise mutually agreed upon by the Parties in writing (the "Early Termination Date"), Client shall be liable to CTS for the balance of payments due under the MCA and applicable Statements of Work through the expiration of their respective terms as liquidated damages. In addition, Client shall be liable to CTS and reimburse CTS for the time and expense of offboarding arising from a material breach, including migration of data and recovery of hardware at CTS's standard hourly rates, as liquidated damages. The Parties acknowledge and agree that actual damages in the event of early termination or material breach are uncertain and difficult to ascertain at the time of contracting due to (i) non-recoupable onboarding and implementation expenses, (ii) disruption of CTS's resource planning and capacity allocation, and (iii) costs of re-assigning personnel. The Parties further stipulate that the agreed upon calculation of liquidated damages is not a penalty, but rather a reasonable measure and calculation of damages resulting from Client's breach, based upon costs relating to non-recoupable onboarding expenses, disruption of resource planning, and re-assignment of personnel, which such costs were amortized over the MCA Term interest free.

2.6 Client Onboarding Compliance. Client acknowledges that upon the commencement of Services, a mandatory onboarding period is required in order for CTS to fully deliver the Services. The onboarding process includes, but is not limited to, Client providing necessary information, access to Client systems, and cooperation as requested by CTS. The failure by Client to comply with the onboarding requirements shall constitute an MCA Termination Event upon which CTS may provide thirty (30) days written notice of such breach to Client; provided such breach remains uncured at the expiration of the notice period, CTS may proceed with enforcement of its rights and remedies as set forth in this Agreement. Client acknowledges that the amounts due under the MCA and any applicable SOW are amortized over the MCA Term. If the MCA or any SOW is terminated in whole or in part prior to the expiration of the MCA Term, as a result of Client's failure to comply with the onboarding requirements, unless otherwise mutually agreed to in writing by the Parties, Client shall be liable to CTS for the balance of payments under the MCA and applicable Statements of Work through the expiration of their respective terms.

2.7 Liability Relating to Client Data Post-Termination. Client acknowledges that neither CTS nor the CTS Release Parties have any liability to Client for breach, harm, ransom, storage, hacking, modification, duplication, destruction or loss of any data (including, but not limited to, Client data, data of any employees of Client, data of Client's customers, data of any employees of Client's customer's, or data of any other third parties) after the termination of this MCA and/or any SOW, regardless of where or how the data is maintained, including off-site maintenance by third party storage vendors, and regardless of whether CTS or Client was or was not in direct privity or contract with such third party vendor. Client hereby releases and waives any and all claims against CTS or any of the CTS Release Parties, covenants not to sue CTS, holds CTS harmless, and agrees to indemnify and defend CTS from and in relation to any and all claims, damages, suits, demands, trials, tribunals, dispute resolution proceedings and causes of action arising from any consequences resulting from data breaches of Client, Client's employees, Client's customers, employees of Client's customers, or any third parties post-termination.

3. PAYMENT AND DELIVERY

Client shall be billed by CTS on a monthly basis and Client shall pay to CTS all fees and expenses incurred under this MCA and/or any SOW (including any Post-Termination Transition Fee) in accordance with and upon receipt of an Invoice (as that term is hereinafter defined) generated by CTS to Client specifying the amounts due for fees and reimbursable expenses (collectively, the "Fees"). The payment of any Fees shall occur by automatic ACH transfer, credit card, or other automatic electronic means designated by CTS unless otherwise agreed to or required by CTS in writing. All Fees payable under this MCA are exclusive of sales, use, VAT, customs duties, excise, and any other applicable

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transaction taxes, which Client is responsible for paying, reporting or remitting, unless otherwise required by applicable law. If payment is not received on or before any invoice due date, interest shall begin to accrue and be payable from the date due until paid in full at the rate of the lesser of (i) one and one-half percent (1.5%) of the then outstanding balance per month, or (ii) the maximum rate permitted by applicable law, whichever is lower). Client shall pay all expenses, including, but not limited to, any accounting and expert fees incurred by CTS, or its representatives in enforcing its rights under this MCA. Client's obligation to pay any Fees and CTS's right to all such amounts are absolute and unconditional and not subject to setoff by Client. All Goods are FOB at the shipping point. Client agrees to pay or reimburse CTS for all actual, necessary, and reasonable expenses incurred by CTS for all Products. CTS will submit invoices for Fees (each an "Invoice") to Client for remittance, and each Invoice will designate the terms of payment, including (but not limited to) payment in advance, payment immediately upon receipt of Invoice, payment upon completion, and payment at designated intervals. Resource quantities may be added or subtracted and per unit or per user charges will be added or subtracted accordingly. When changes occur, the Invoice will be adjusted in the month that any unit or user cost is added, or in the month after any unit or user cost is removed. Notwithstanding the options to add or subtract resource quantities, the Minimum Monthly Fee (as such term is defined in the applicable SOW) will be set forth in the applicable Statement of Work. "Expense Escalation" means price increases from time to time for products and services due to cost adjustments and market conditions as provided by CTS and third party vendors. with or without up-charges, carrying, transportation or handling charges, including but not limited to Microsoft 365 and Office 365 services, regardless of whether the Products are offered separately or in a bundle. The Expense Escalations relating to Products are not subject to proration. In the event that emergent Products or licenses are provided or commenced at Client's request prior to the issuance of a SOW or invoice, payment for all such items shall be due immediately upon the completion of the service or the delivery of the Product or license, or upon the presentation of the SOW or Invoice, whichever occurs first. Absent statement of terms in any SOW or Invoice, the default shall be immediate payment upon presentation of SOW or Invoice, unless otherwise agreed to in writing.

4. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

4.1 Proprietary Rights. CTS, any Affiliates of CTS and/or their licensors shall retain all rights, title and interest in any and all intellectual property, informational property, industrial property and any copies thereof. CTS neither grants nor otherwise transfers any rights of ownership in the Product, licenses, or intellectual property to Client, including CTS's proprietary software for network management (e.g., monitoring platforms, ticketing systems, cybersecurity applications); configurations for client networks; methods for managing the network; client credentials, including passwords, and any manuals, runbooks, guides, or reports associated therewith. By signing this Agreement, Client acknowledges that the Products are protected by applicable copyright, confidentiality, non-disclosure, and trade secret laws and regulations, as well as other forms of intellectual property, informational property and industrial property protections throughout the world.

4.2 Product. Client may only use and disclose Product in accordance with the terms of this MCA and any applicable SOWs. CTS reserves all rights in and to the Product not expressly granted in this MCA. Client may not disassemble or reverse-engineer any software Product or decompile or otherwise attempt to derive any software Product's source code from executable code, except to the extent expressly permitted by applicable law, or provide a third party with the results of any functional evaluation of, benchmarking of, or performance tests on, the Products without CTS's prior written approval. Except as expressly authorized pursuant to this Agreement or an applicable SOW, Client shall not (i) license, sublicense, sell, rent, lease, sublease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Product, programming, documentation, reports, or any other Product Services available to any third party, or (ii) operate the Product in an outsourcing or service provider business to process the data of third parties. Additional usage restrictions may apply to certain third party files or programs embedded in the Product - applicable installation instructions or release notes will contain such relevant details.

4.3 Product Licensed Under This Agreement.

(a) License. Subject to the terms of this MCA and any applicable SOWs thereunder, CTS grants Client a non-exclusive, non-transferable license to use all programming, documentation, reports, and any other Product provided by CTS pursuant to this MCA solely for Client's own internal use.

(b) Pre-Existing License Agreements. Any software Product provided to Client by CTS as a wholesaler, channel partner or reseller for a third party, which is licensed to Client under a separate software license agreement with such third party (such agreement, an "SLA"), will continue to be governed by the SLA. The fulfillment of the obligations under the MCA will not relieve or alter the obligations or responsibilities of either party (or of any third party) in regards to the software product licensed under the SLA.

4.4 Data Ownership and Responsibility.

(a) Data Ownership. The Client retains all rights, title, and interest in and to all data provided to the Service Provider or generated in connection with the services performed under this Agreement ("Client Data").

(b) Client Responsibility. Client is solely responsible for the content, accuracy, and legality of the Client Data to which CTS is given access. Client warrants that it has all necessary rights, licenses, and consents to use and provide access to the Client Data. CTS is not liable for claims or losses arising from the Client's non-compliance.

4.5 Confidentiality. This Section 4.5 sets out the terms for identification of information which is considered confidential and proprietary by CTS, and restrictions against use and disclosure of such Confidential Information (as defined herein) by Client.

(a) Definition. The term "Confidential Information" means all proprietary, confidential or otherwise non-public information that is disclosed by one Party (the "Disclosing Party") to the other Party, its affiliates, suppliers, and licensors (the "Receiving Party"), and includes, among other things (i) any and all non-public information relating to Products provided by CTS, any Client-related information and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials; and (ii) the terms of this MCA.

(b) Use and Disclosure Restrictions. The Receiving Party may not use the Confidential Information of the Disclosing Party except in the ordinary course of performance as necessary to

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provide the services set forth in the MCA and SOWs in connection herewith.

(c) Proprietary Legends. The Receiving Party may not remove, obscure, or alter any proprietary legend relating to the Disclosing Party's rights on or from any form of Confidential Information of CTS without the prior written consent of the Disclosing Party, except as expressly authorized in a SOW.

(d) Return of Confidential Information. Upon written request of the Disclosing Party, and upon any expiration or earlier termination of this MCA, the Receiving Party will promptly return to the Disclosing Party any and all of the Disclosing Party's Confidential Information in its care, custody or control, including all copies and records thereof. The Receiving Party will not withhold the return of Confidential Information for any reason, including as a result of a dispute between the Parties, regardless of the subject of the dispute.

(f) Injunctive Relief. The Receiving Party acknowledges that a violation of the Disclosing Party's confidential information as described in Section 4 of this MCA will cause the Disclosing Party immediate and irreparable harm. In the event of a breach of Section 4 by the Receiving Party or any third party, Disclosing Party may seek, in addition to any and all other remedies under this Agreement or available at law, an injunction, specific performance, or other appropriate relief, including liquidated damages, loss or profits, enterprise value, business disruption, or harm to reputation.

5. ALLOCATION OF RISK

5.1 EXCLUSION OF CERTAIN DAMAGES. CTS IS NOT LIABLE TO CLIENT, ITS AFFILIATES, THIRD PARTY VENDORS, OR ITS LICENSORS, FOR CONSEQUENTIAL DAMAGES, INCLUDING SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, ARISING OUT OF (OR RELATING TO) ANY PRODUCT OR RIGHTS OF CTS, AS WELL AS THOSE ARISING UNDER OR RELATED TO THIS MCA OR STATEMENTS OF WORK, INCLUDING CTS'S PERFORMANCE OR PROVISION OF PRODUCT UNDER ANY LEGAL THEORY OR FACTUAL BASIS, WHETHER ALLEGED TO BE BASED UPON STRICT LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE, EVEN IF CTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS USED IN THIS MCA. "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, LOST PROFITS, LOST COMPUTER USAGE, INTERRUPTION OF BUSINESS OR LOSS OF USE OF CLIENT DATA.

5.2 THIRD PARTY SERVICES. IN ADDITION TO AND WITHOUT LIMITING SECTION 5.1, CTS, ITS MEMBERS, EMPLOYEES, AGENTS, DIRECTORS, AND/OR REPRESENTATIVES, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS AND SERVICES PROVIDED BY THIRD PARTY VENDORS TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. FURTHER, CTS, ITS MEMBERS, EMPLOYEES, AGENTS, DIRECTORS, AND/OR REPRESENTATIVES ARE NOT LIABLE FOR ANY LOSSES, INJURIES, OR DAMAGE OF WHATEVER KIND OR NATURE, RESULTING FROM OR ARISING OUT OF ANY MISTAKES, ERRORS, OMISSIONS, DELAYS, INTERRUPTIONS OR OTHERWISE RELATED TO, IN CONNECTION WITH OR ARISING FROM THIRD PARTY SERVER DATA STORAGE, DUPLICATION, ARCHIVING, FILTERING, FIREWALL, THIRD PARTY CO-LOCATION, EQUIPMENT, SOFTWARE, OR HARDWARE, OR OTHER SERVICE, SEEN OR UNFORESEEN, (COLLECTIVELY, "CLOUD SERVICES") AND WHETHER OR NOT CAUSED BY INTENTIONAL OR UNLAWFUL ACTIVITY INCLUDING HACKING, RANSOM, VIRUS OR SECURITY BREACHES, OR FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTY VENDOR, CONTRACTOR, CHANNEL PARTNER, LICENSOR, LICENSEE, OR ANY OTHER PARTY. CLIENT FULLY AND FOREVER RELEASES AND DISCHARGES CTS AND THE CTS RELEASE PARTIES (AS DEFINED IN SECTION 1.4), AND HEREBY COVENANTS NOT TO SUE CTS OR THE CTS RELEASE PARTIES, FROM OR FOR ANY AND ALL INJURIES, LOSSES, DAMAGES, CLAIMS (INCLUDING NEGLIGENCE CLAIMS), DEMANDS, LAWSUITS, EXPENSES, AND ANY OTHER LIABILITY OF ANY KIND, OF OR TO CLIENT, ITS PROPERTY, CLIENT'S CUSTOMERS, EMPLOYEES, SUPPLIERS OR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH SERVICES PROVIDED BY THIRD PARTY VENDORS.

5.3 LIMITATION OF LIABILITY. CTS'S ENTIRE LIABILITY FOR ANY CLAIM, SERIES OF CLAIMS, OR FOR ANY DAMAGES RELATED IN ANY WAY TO ANY PRODUCT OR RIGHTS OF CTS, AS WELL AS THOSE ARISING UNDER OR RELATED TO THIS MCA OR STATEMENTS OF WORK, INCLUDING CTS'S PERFORMANCE OR PROVISION OF PRODUCT UNDER ANY LEGAL THEORY OR FACTUAL BASIS, WHETHER ALLEGED TO BE BASED UPON STRICT LIABILITY, NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE, IS LIMITED TO CLIENT'S DIRECT CLAIMS AGAINST CTS AND ANY THIRD PARTIES' CLAIMS FOR DIRECT DAMAGES ASSERTED AGAINST CLIENT FOR WHICH CLIENT ATTEMPTS TO COLLECT FROM CTS, SEEKS ANY CONTRIBUTION FROM CTS, OR ASSERTS THAT CTS IS LIABLE IN WHOLE OR IN PART TO CLIENT, OR THAT CTS IS LIABLE TO CLIENT OR FOR ANY THIRD PARTY CLAIMS. THE TOTAL LIABILITY FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT CLIENT PAID TO CTS UNDER THIS AGREEMENT IN THE _____ PERIOD IMMEDIATELY PRECEDING THE FACTS OR CIRCUMSTANCES GIVINIG RISE TO THE LAST CLAIM OF DAMAGE. THIS PROVISION IS INDEPENDENT OF ANY OTHER LIMITATION OF LIABILITY AND REFLECTS A SEPARATE ALLOCATION OF RISK FROM PROVISIONS SPECIFYING OR LIMITING A PARTY'S REMEDIES.

5.4 Indemnification and Duties.

(a) If Client, its Affiliates, or any of its respective employees, agents, vendors, or suppliers, is faced with a legal claim by a third party arising out of CTS's actual or alleged gross negligence, negligence, willful misconduct, violation of law, or failure to meet the security obligations required by the MCA, or a legal claim alleging patent, trade secret, or copyright infringement, then Client must forward notice of the legal claim to CTS within three (3) business days of receipt of the claim.

(b) If CTS, its Affiliates, or any of its respective employees, agents, vendors, channel partners, contractors, licensees, licensors, or suppliers is faced with a legal claim by a third party arising out of Client's actual or alleged gross negligence, negligence, willful misconduct, violation of law, failure to meet the security obligations required by the Agreement, and/or violation of Client's agreement with its clients, customers or end users, then Client shall at all times indemnify and hold harmless CTS, its successors and assigns and any of its officers, directors, employees representatives, and/or agents, and their heirs, executors, administrators, successors and assigns or each of them against and from the first dollar against any and all third party claims, including any claims in respect of any liability resulting from services provided by third parties, any and all

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claims, damages, liabilities, costs and expenses, including the cost of defending the claim (including reasonable attorney's fees), and any damages award, fine or other amount that is imposed on CTS in a final non-appealable judgment as a result of the claim. Client's obligations under this subsection include claims arising out of the acts or omissions of Client's employees, any other person to whom Client has given access to the Product, and any person who gains access to the Product as a result of Client's failure to use reasonable security precautions, even if the acts or omissions of such persons were not authorized by Client, including unlawful acts of data intruders.

5.5 Client Reimbursement of Legal Fees for Third Party Discovery. In the event CTS, its Affiliates, or the CTS Release Parties (as defined in Section 1.4) are required to respond to discovery requests, including but not limited to subpoenas, document production, interrogatories, depositions, or other legal processes, arising from any dispute, claim, or proceeding between Client and a third party to which CTS is not a party (a "Third Party Dispute"), Client shall promptly reimburse CTS for all reasonable costs and expenses incurred, including but not limited to attorneys' fees, expert fees, and administrative costs. Client's reimbursement obligation applies regardless of whether the Third Party Dispute involves Services, Goods, or data provided under this MCA or any Statement of Work. CTS's assistance in responding to such discovery requests shall be subject to a mutually agreeable Discovery Services Agreement, as provided in Section 9.10, and Client shall advance all associated costs unless otherwise agreed to in writing by the Parties.

5.6 Additional Protections.

(a) CTS SHALL NOT BE LIABLE FOR ANY UNLAWFUL OR UNAUTHORIZED ACCESS, DAMAGE, LOSS ENCRYPTION OF CLIENT DATA, OR INTRUSION TO CLIENT DATA, ENCRYPTION OF CUSTOMER DATA OR INTRUSION TO CUSTOMER DATA, OR LOSS, THEFT, MISAPPROPRIATION, OR UNAUTHORIZED TRANSFER OF FUNDS, MONIES, FINANCIAL ASSETS, OR INSTRUMENTS (INCLUDING DIGITAL CURRENCIES AND ELECTRONIC PAYMENTS), NOR SHALL CTS BE LIABLE FOR ANY UNLAWFUL OR UNAUTHORIZED ACCESS, DAMAGE, LOSS, ENCRYPTION OF DATA, OR INTRUSION TO ANY DATA OF CLIENT'S CUSTOMERS OR CLIENTS, ANY DATA OF ANY ENTITY OR PERSON SERVICED BY CLIENT, AND/OR ANY ENTITY OR PERSON TO WHOM CLIENT OTHERWISE OWES A DUTY OF CARE, WHETHER SUCH DUTY OF CARE ARISES PURSUANT TO ANY CONTRACT OR AS A MATTER OF APPLICABLE LAW. CLIENT SHALL BE SOLELY RESPONSIBLE FOR DETERMINING WHAT APPLICABLE COMPLIANCE STANDARDS, IF ANY, IT MUST OR SHOULD ADHERE TO OR MAINTAIN FOR ITSELF, ITS CUSTOMERS OR CLIENTS, OR OTHER THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DATA SECURITY, COMPLIANCE, STORAGE, BACKUP, RETENTION AND RESTORATION FOR ANYONE TO WHOM CLIENT IS RESPONSIBLE AND/OR OTHERWISE OWES A DUTY OF CARE, INCLUDING BUT NOT LIMITED TO DATA SECURITY, COMPLIANCE, STORAGE, BACKUP, RETENTION AND RESTORATION.

(b) Client will hold harmless and not initiate any claim, lawsuit, court action, or other legal proceeding or demand against CTS or any of the CTS Release Parties, nor join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries, losses, or damages sustained by Client, its customers, employees or suppliers, other parties, or any such person's property in connection with any services provided by third party vendors.

(c) CTS shall not be liable for any inability of CTS, Client or Client's customers or clients to access, maintain, recover or restore any of Client Data, including (but not limited to) any inability as a result of force majeure, acts of God and nature, war, terrorism, bankruptcy, insolvency or shutdown of any business of Client, Client's customer or client, Client's vendors, or CTS's vendor or vendors, channel partners, licensees or licensors, VOIP service providers, or agents, except as otherwise required by law. For purposes of this section, "vendor" or "vendors" includes, but is not limited to, vendors storing Client Data or the data of Client's customers or clients in the "cloud", such as offsite storage facilities.

(d) In the event of the insolvency, liquidation, or restructuring of Client, Client agrees for any continuation of Product that CTS may provide, in its sole discretion, that CTS shall be considered, for purposes of applicable state and federal law, including federal bankruptcy law, as a "critical vendor," and CTS shall be paid immediately for any outstanding pre-filing Invoices that are outstanding. Additionally, in the event of the insolvency, liquidation, or restructuring of the Client, Client shall waive any and all rights to bring any avoidance action, actions for clawback of amounts paid/transfers made, actions for preferential transfer/treatment, and actions for fraudulent transfer, whether such actions arise under state or federal law, including (but not limited to) federal bankruptcy law.

(e) Each and every payment under this MCA shall be considered (and is hereby acknowledged by the parties as) a contemporaneous exchange for new value.

(f) CTS makes no representations or warranties, express or implied, in regard to compliance with any applicable United States federal or state privacy laws or regulations, or any international or foreign privacy laws or regulations, including without limitation the GDPR (General Data Protection Regulation) as enacted by the European Parliament and the Council of the European Union, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, or the United Kingdom's General Data Protection Regulation.

(g) CTS shall not be responsible for the unauthorized or authorized use of any devices, artificial intelligence software, applications, or hardware, including the use thereof by third parties, including minors, by Client and third parties, including Client's customer, which results in the willful or inadvertent violation of any foreign, international, U.S. state or U.S. federal data and privacy laws, or social media laws that results in damages or fines, or associated fees incurred by Client and third parties, including Client's customer.

6. INSURANCE.

6.1 CTS Insurance. CTS will provide and maintain during its rendition of the Services and sale of Product: (a) worker's compensation and related insurance as prescribed by the law of the state applicable to the employees performing such Services; (b) employer's liability insurance with limits statutorily required and at least one million dollars ($1,000,000) for each occurrence; (c) commercial general liability insurance (including products liability) with one million dollars ($1,000,000) per occurrence

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combined single limit and one million dollars ($1,000,000) in the aggregate, including coverage for the use of subcontractors, products liability and completed operations, and not containing an exclusion for explosion, collapse and underground coverage; and (d) Technology Errors & Omissions insurance covering the effects of errors and omissions in the performance of professional services, as well as cyber insurance type coverages with limits in the amount of two million dollars ($2,000,000) for each occurrence and in the aggregate.

6.2 Client Insurance**.** Due to the complexity and severity of the exposures created by the use of computers, Client shall consult with a qualified risk manager to evaluate its exposures, unless otherwise agreed by the Parties in writing. Client shall carry, at a minimum, the following insurance policies:

(a) Commercial general liability insurance. Client shall maintain coverage with limits no less than one million dollars ($1,000,000) per occurrence combined single limit and one million dollars ($1,000,000) in the aggregate, including coverage for contractually assumed liability as contained herein.

(b) Property insurance. Client shall maintain property insurance with a coverage extension for electronic data. The computer equipment policy will pay for loss or damage caused by or resulting from an accident to computer equipment. Computer equipment means covered property that is electronic computer or other data processing equipment, including media and peripherals used in conjunction with such equipment, including loss of income. Alternatively, the requirements set forth in subsections (a) & (b) can be combined into a Business Owners Policy (BOP).

(c) Cyber and privacy insurance. Client shall procure and maintain, at its own expense, cyber insurance with minimum limits of one million dollars ($1,000,000) per occurrence and in the aggregate, including the following coverages:

1. Ransomware Coverage. Costs related to ransomware attacks, including ransom payments, negotiator, data restoration, and system recovery.
2. Legal Fees and Forensic Investigation Coverage. Expenses for legal services, including attorneys' fees, and forensic analysis to investigate and remediate cyber incidents.
3. Cyber Crime, Social Engineering, and Reverse Social Engineering Coverage. Losses from fraudulent activities, including funds transfer fraud, phishing, social engineering, and reverse social engineering schemes.
4. Business Interruption Coverages. Losses from business interruption, contingent business interruption, system failure business interruption, and voluntary shutdowns necessitated by a cyber incident.
5. Extra Expense Coverage. Additional costs incurred to minimize or mitigate business interruption.
6. Breach Notification, Credit Monitoring, and Crisis Management Expenses. Costs for notifying affected parties, providing credit monitoring, and managing public relations or crisis response.
7. Information Privacy and Network Security Liability. Liability for breaches of personal or sensitive information and network security failures.
8. Media Liability Coverage. Liability for claims arising from digital content, such as defamation or privacy violations.
9. Reputational Harm Coverage. Losses due to reputational damage caused by a cyber incident.
10. Regulatory Fines and Penalties Coverage. Costs for fines, penalties, and legal expenses related to regulatory investigations or actions following a cyber incident.
11. Data Restoration and System Recovery Costs. Expenses to restore or recreate data and systems damaged or lost due to a cyber incident, beyond ransomware or forensic costs.
12. Extortion Costs. Expenses related to cyber extortion threats, including but not limited to ransomware.
13. Cyberterrorism Coverage. Losses from cyber incidents classified as acts of cyberterrorism.
14. Any other cyber and privacy coverage deemed prudent by a qualified risk manager to address Client's specific cyber risks.

6.3 Client's Insurance. The policies shall be endorsed, where allowed by the Client's insurance carrier naming CTS as additional insured and shall contain a provision that such policies are primary and non-contributory to any insurance carried by CTS. Client's insurance policies shall contain an endorsement providing that they may not be cancelled without first providing CTS with thirty (30) days written advance notice of cancellation or non-renewal. Client shall deliver to CTS such thirty (30) days written advance notice of cancellation or non-renewal of the Client's insurance policies. Upon request, Client shall provide CTS with a certificate of insurance and all applicable endorsements for any insurance policies referenced in section 6.2.

7. SERVICE-SPECIFIC TERMS.

7.1 All Necessary Rights. If, as part of its Services, CTS is required to use, copy or modify any third party hardware, software or other technology provided or licensed to Client, then prior to CTS's performance of such Services, Client will acquire all rights necessary for CTS to perform such Services and shall indemnify CTS for any claims arising therefrom.

7.2 Independent Contractor. Nothing in this MCA will be construed to make either Party an employer, employee, agent or partner of the other, and this MCA will not be construed to create rights, express or implied, on behalf of or for the use of any Party other than CTS and Client. All of the Services performed by CTS will be performed as an independent contractor. CTS will perform such Services under the general direction of Client, but CTS will have sole discretion to determine the manner, method and means of performing such Services subject to the provisions of this MCA and any applicable SOW. Neither Party will have any authority to make any contract in the name of, or otherwise to bind the other Party. CTS will be responsible for, and will pay, all unemployment, social security and other payroll taxes, and all worker's compensation claims, worker's compensation insurance premiums and other insurance premiums, with respect to CTS and CTS's employees.

7.3 Offered Assistance. Client shall not unreasonably reject solutions offered by CTS when offered assistance relating to services contained in the Statement of Work.

7.4 Administrative Passwords. For security purposes, Client agrees that access to the administrative passwords (the "Passwords") is limited to CTS. Should Client request access to the Passwords, Client agrees to sign an agreement which provides for, among other things, the release from any liability for loss or damage to Client's IT infrastructure, including but not limited to Client's data or data of Client's customer or client, arising out of transfer of the Passwords to Client.

7.5 Onsite Staffing. Onsite staff are subject to normal occurring absences, including but not limited to sick leave, vacation, jury duty, and other federal or state-protected leaves. CTS will make best efforts to provide coverage during extended absences, but such substitutions are subject to availability.

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7.6 Disclaimer of Implied Warranties.

(a) CTS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ITS SERVICES OR GOODS, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; AND (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

(b) FOR THE AVOIDANCE OF DOUBT, CTS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) THE FOREGOING LIMITATION OF WARRANTIES SHALL IN NO WAY LIMIT OR IMPAIR ANY WARRANTIES RELATED TO HARDWARE OR SOFTWARE FROM THE SUPPLIER/DEVELOPER/MANUFACTURER OF SUCH HARDWARE OR SOFTWARE, TO THE EXTENT SUCH WARRANTIES ARE TRANSFERRED TO CLIENT.

8. ALTERNATIVE DISPUTE RESOLUTION.

8.1 MEDIATION. THE PARTIES SHALL RESOLVE ANY DISPUTE, CONTROVERSY, SUIT, OR CLAIM ARISING OUT OF A MATERIAL BREACH OR RELATING TO THE PRODUCT AND/OR THIS MCA, OR THE BREACH, TERMINATION OR INVALIDITY HEREOF (EACH, A "DISPUTE"), UNDER THE PROVISIONS OF THIS SECTION. THE PROCEDURES SET FORTH IN SECTIONS 8 SHALL BE THE EXCLUSIVE MECHANISM FOR RESOLVING ANY DISPUTE THAT MAY ARISE FROM TIME TO TIME. THE PARTIES SHALL COOPERATE WITH ONE ANOTHER IN SCHEDULING THE CERTIFIED MEDIATION BY A MEDIATOR ON A COURT APPROVED PANEL OR AS OTHERWISE MUTUALLY SELECTED BY THE PARTIES. ALL MEDIATION SHALL BE BY VIDEO CONFERENCES, UNLESS OTHERWISE AGREED UPON BY THE PARTIES IN WRITING. THE MEDIATION SHALL BE CONDUCTED IN THE STATE OF CALIFORNIA. IF THE PARTIES CANNOT RESOLVE ANY DISPUTE FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF EITHER PARTY TO AGREE TO ENTER INTO A SETTLEMENT CONFERENCE OR AGREE TO ANY SETTLEMENT PROPOSED BY THE MEDIATOR, EITHER PARTY MAY CHOOSE LITIGATION.

8.2 GOVERNING FORUM AND LAW. THIS MCA IS GOVERNED BY THE LAWS AND THE COURT OF THE STATE OF CALIFORNIA, EXCEPT AS TO CONFLICTS OF LAW, WHICH IN ALL CASES SHALL CAUSE TO BE SELECTED THE LAWS OF THE STATE OF CALIFORNIA. ALL DISPUTES UNDER THIS MCA SHALL BE RESOLVED IN ACCORDANCE WITH SECTION 8.1. IN THE EVENT THAT LITIGATION SHALL OCCUR, THE PARTIES AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA, INCLUDING THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF CALIFORNIA, AND THE PARTIES AGREE TO ACCEPT ALL SERVICE OF PROCESS RELATED TO SUITS AND CLAIMS COMMENCED IN THE STATE AND FEDERAL COURTS OF CALIFORNIA AND HEREBY WAIVE ANY SERVICE OF PROCESS OR VENUE DEFENSES OTHERWISE AVAILABLE TO IT.

8.3 COLLECTIONS. PROVIDED HOWEVER, THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTIONS 8.1 AND 8.2, CTS, IN ITS SOLE DISCRETION, MAY BEGIN COLLECTIONS ADMINISTRATIVELY OR IN A COURT OF COMPETENT JURISDICTION WITHOUT FIRST PROCEEDING TO MEDIATION FOR FAILURE OF CLIENT TO PAY FOR ANY FEES RELATED TO CTS'S PROVISIONS OF ANY GOODS AND SERVICES OR LIQUIDATED DAMAGES THAT MAY BE TRIGGERED AND DUE, OR FEES ESCALATED UPON EARLY TERMINATION OR MATERIAL BREACH OF THE MCA BY CLIENT.

9. MISCELLANEOUS/OTHER PROVISIONS.

9.1 Severability, No Recovery of Fees. Should any provision of this MCA be invalid, or unenforceable, the remainder of the provisions will remain in full force and effect.

9.2 Notices. Unless otherwise provided, notices to the Parties will be in writing to the address indicated above and deemed effective when received by U.S. mail by first class, express mail, or by electronic means.

9.3 Verification. Upon CTS's written request, Client will provide CTS with a certification signed by an officer of Client verifying that Product is being used pursuant to the terms of this MCA, including (without limitation) the licensed capacity of the Product. CTS may, at its expense, audit Client's use of Product to confirm Client's compliance with this MCA. Any such audit will be conducted during regular business hours at Client's facilities and will not unreasonably interfere with Client's business activities. If an audit reveals that Client has underpaid Fees to CTS, Client will pay such underpaid Fees. If the underpaid Fees exceed five percent (5%) of Fees paid, then Client will also pay CTS's reasonable costs of conducting the audit.

9.4 Assignment. Client may not assign this MCA or any rights granted in this MCA to any third party, including by Change of Control as defined in section 9.12 herein, except with the prior written consent of CTS. CTS may assign, in its sole discretion, all or any portion of this MCA to provide more reasonable and competent equipment, software, or services to Client.

9.5 No Waivers. Failure of a Party to require performance by the other Party under this MCA will not affect the right of such Party to require performance in the future. A waiver by a Party of any breach of any term of this MCA will not be construed as a waiver of any continuing or succeeding breach.

9.6 Force Majeure. Any delay or failure of either Party to perform any obligation under this MCA caused by federal, state or municipal government orders restricting mobility, setting curfews or requiring shelter in place, labor disputes, acts of terrorism, cyber-espionage or hacking, storms or natural disasters, emergency, diseases, epidemics, pandemics, quarantines, riots, protests, electro-magnetic pulses, biohazards, or other causes beyond the reasonable control of such Party (a "Force Majeure Event") will not be deemed a breach of this MCA. In the event of power failure or internet, satellite or loss of customer or utilities due to a Force Majeure Event or any other event beyond the control of either Party or a third party vendor or of agent of either CTS or Client, such Party shall not be liable for the loss of network connectivity, internet connectivity or primary internet service that results in the Client's inability to access data, third party services, VOIP, or satellite services. Further, neither Party is required to

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seek a writ of habeas corpus in the event of a government order restricting the other Party's ability to perform.

9.7. Entire Agreement. This MCA, together with each SOW, constitutes the entire agreement between Client and CTS, and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, concerning this subject matter. This MCA and each SOW, may be modified only by a mutually- signed writing between Client and CTS.

9.8 Export Controls. Client will cooperate with CTS as reasonably necessary to permit CTS to comply with the laws and regulations of the United States and all other relevant countries relating to the control of exports ("Export Laws"). Client may not import, export or re-export, directly or indirectly, including via remote access, any part of the Product into or to any country for which a validated license is required for such import, export or re-export under applicable Export Laws without first obtaining such validated license.

9.9 Referencing. Client agrees that CTS, and any Affiliates of CTS, may refer to Client as a Client of CTS, both internally and in externally-published media, to include (but not be limited to) use of Client name, logo, and the fact of the relationship in promotional materials, although Client may cancel the above-described referencing rights upon thirty (30) days' prior written notice to CTS. Client also agrees to instruct appropriate personnel within its organization that Client has agreed to receive and participate in calls, from time to time, with potential clients of CTS who wish to evaluate the technical specifications of Product.

9.10 Litigation Holds. Any and all discovery, (including electronic data) that Client determines to voluntarily produce or is required or compelled to produce pursuant to process or court order in suits, claims, proceedings or disputes with third parties shall be at Client's sole expense and in a manner in form and substance compliant with applicable law, process or court order. CTS's assistance with such discovery and the provision of Products and Services in connection therewith, shall be subject to a separate services agreement (a "Discovery Services Agreement") mutually agreeable to CTS and Client. In no event shall CTS be required under any such Discovery Services Agreement to advance costs, fees or expenses; any such costs, fees, and expenses shall be disbursed by Client in advance, unless otherwise agreed to in writing by the Parties.

9.11 Non-disparagement. Neither Party shall, directly or indirectly, make or authorize the making of any statement that disparages or creates any material negative inference with respect to the other Party's respective officers, directors, affiliates, personnel, products or related companies, by words, actions or other communications, or by any omission to speak, act or otherwise communicate.

9.12 Change of Control. In the event of an acquisition or other change in control of Client, this MCA, all statements of work, and orders either attached hereto as an exhibit or incorporated herein by reference, shall remain in full force and effect. "Change in Control" means, for any person, either (a) any sale, exchange, transfer, conveyance or termination of any equity or ownership interests in Client, or any corporate, limited liability company or partnership reorganization, restructure, merger, acquisition, transfer of assets, consolidation or adjustment with respect to Client, in each case if the persons currently in control of Client would no longer have such control after such event, or (b) any other change in the direct or indirect control of, or the ability or right to control, a majority of the voting shares of any class of securities or ownership rights in Client or in the right or the power to control the election of the board of directors or other managing body of Client, in each case, if the persons currently in control of Client would no longer have such control after such event. If Client fails to notify CTS in writing at least sixty (60) days prior to any Change in Control, unless otherwise agreed upon by Client and CTS mutually in writing, the balance of payments remaining under the MCA and applicable Statements of Work through the expiration of their respective terms shall be immediately due and payable by Client, and, regardless of whether such notice is given, any and all SOWs either attached hereto as an exhibit or incorporated herein by reference remain in full force and effect. In addition, Client shall be liable to CTS and reimburse CTS for the costs of transition, including migration of data and recovery of hardware at CTS's standard hourly rates, as full and complete liquidated damages as set forth in Section 2.

9.13 Litigation**.** In the event of litigation or threatened litigation between Client and a third party, the scope of this MCA referenced in Section 1.1 shall not include assistance by CTS to preserve documents, including electronically stored information ("ESI"), as may be requested by counsel or as ordered by a court of competent jurisdiction.

9.14 Limitation of Liability for Device and Desktop Misuse and Unidentified Devices. CTS, its Affiliates, and the CTS Release Parties (as defined in Section 1.4) shall not be liable for any claims, demands, damages, liabilities, costs, or expenses (including attorneys' fees) brought by or on behalf of Client's employees, independent contractors, or any third parties arising from or related to the use of any devices, desktops, software, or systems (collectively, "Client Systems") provided or managed by CTS under this MCA, where such use is outside the scope of their employment, independent contractor agreement, or the authorized purposes set forth in this MCA or any applicable SOW. This limitation applies to all claims, whether based on contract, tort, negligence, strict liability, or any other legal theory, and includes, but is not limited to, claims for data breaches, loss of data, property damage, or personal injury resulting from unauthorized or improper use of Client Systems. Additionally, CTS, its Affiliates, and the CTS Release Parties shall not be liable for any claims, demands, damages, liabilities, costs, or expenses (including attorneys' fees) arising from or related to devices or systems (collectively, "Unidentified Devices") not disclosed in writing by Client to CTS, whether or not such devices access or interact with Client Systems managed by CTS, including but not limited to data breaches or losses caused by Unidentified Devices or for any failure of Unidentified Devices to block or prevent any data breaches or losses. Client shall be solely responsible for identifying and disclosing all devices accessing its network to CTS in writing, and CTS's obligations under this MCA extend only to Client Systems identified in the applicable SOW.

9.15 EULA. Portions of the Services may require Client, its customer, or their respective users, to accept the terms of one or more third party end user license agreements ("EULAs"). If the acceptance of a EULA is required to provide the Services to Client, then Client hereby grants CTS permission and Client's authorization as Client's agent to accept the EULA on Client's behalf. EULAs may contain service levels, warranties, liability limitations, or other terms that are different than those contained in this Agreement. Client agrees to be bound by the terms of such EULAs as contractually required and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, CTS is required to comply with a third party EULA and the third party EULA is modified or amended, CTS reserves the right to modify or amend any applicable SOW with Client to ensure its continued compliance with the terms of the third party EULA. Client agrees to defend, hold harmless and indemnify CTS against Client violation of any of the terms and conditions included in any subject EULA.

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9.16 Use of Artificial Intelligence. CTS expressly disclaims all liability in respect of Client or Client's customer's or third party actions taken or not taken based on the use of artificial intelligence technology ("A.I. Technology"), unless CTS offers A.I. Technology created, maintained and provided solely by CTS as a Service in a Statement of Work.

9.17 Attorneys Fees. Each party shall observe the "American Rule" and bear its own respective costs, expenses, experts, and attorneys' fees.

9.18 Survival. Sections 1, 2, 4, 5, 6, 7, 8 and 9 will survive the termination or expiration of this MCA.

This MCA is effective only upon execution by CTS and Client. Each of the Parties represents and warrants that the person who executes this Agreement on behalf of such Party has been duly authorized on behalf of such Party to execute this Agreement on behalf of such Party and, in the case of an entity, that such authority has been validly obtained in accordance with the articles of incorporation and/or bylaws (or other organizational documents) of such Party, and the laws of the state of its organization for such Party.

CTS

Signature:_____

Name: _____

Title: _____

Date: _____

Sequoia Grove Charter Alliance

Signature: _____

Name: _____

Title: _____

Date: _____

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Comprehensive Technology Support Service

This Statement of Work or ("SOW") is entered into by and between Charter Tech Services ("CTS") and Sequoia Grove Charter Alliance (the "Client") and is effective as of the last signature below. This SOW is governed by and incorporated into the Master Client Agreement dated 7/1/2026 ("Agreement") between CTS and Client and shall remain in full force and effect until terminated pursuant to the Agreement or specified herein.

Service rendered under this Agreement may include but are not limited to:

1. Strategic Planning & Innovation
    a. Participate in recurring meetings with school administration to review service quality, response times, and discuss upcoming projects
    b. Evaluate emerging technologies for educational use
    c. Align IT initiatives with school goals and operational plans
2. Device Management
    a. Perform asset management, including inventory tagging, secure asset tracking, and planning of long-term equipment needs
    b. Deploy and maintain student, teacher, and staff devices (e.g., Chromebooks, iPads, desktops)
3. Infrastructure Management
    a. Maintain network infrastructure
    b. Ensure reliable internet connectivity and bandwidth allocation
    c. Manage servers, storage systems, and cloud services
    d. Manage communications platforms for students, teachers and staff
4. Software & Systems Support
    a. Install, configure, and update educational software and productivity tools
    b. Provide support for classroom technologies (e.g., smartboards, projectors, etc.)
5. Help Desk & Technical Support
    a. Provide a help desk for administrators, staff, students and parents
    b. Provide onsite technicians to proactively handle routine tech support, repair requests and equipment deployment
    c. Track support requests via a ticketing system whereby requests are received by phone, email, and in-person, including case management for 3rd party support needs.
    d. Provide escalation resources as needed for complex IT needs and additional onsite assistance (subject to availability) for board meetings, special events, and times of higher need.
6. Hardware and Software Procurement
    a. Leverage existing relationships with industry leading suppliers and manufacturers
    b. Compile requirements, research solutions, and reconcile options with client budget
    c. Execute purchasing agreements, provide logistics, and manage deployment

Total Cost: $32,413.50 per month
Full-time equivalent staff: 3
Onsite time: 5 days per week

Terms of Service:

The Services will begin on the date signed and the term of the Service will be 12 months from this date. The trial period and renewals shall occur per Section 2 of the Agreement. Services will be billed for in advance at the beginning of each month.

Excluded Services:

Services rendered under this Agreement do not include:

- The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- The cost of any parts, equipment, or shipping charges of any kind.
- Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- Failure due to building modifications, power failures or other adverse environmental conditions or factors. Service and repair made necessary by the alteration or modification of equipment other than that authorized by CTS, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than CTS.
- Maintenance of Application software packages, whether acquired from CTS or any other source.
- The cost of remediating a cyber-attack and/or ransomware.
- Website design and maintenance.
- Custom application programming.
- On-premises wiring.

Sequoia Grove Charter Alliance

Name: _____ Signature: _____

Title: _____ Date: _____

CTS

Name: _____ Signature: _____

Title: _____ Date: _____

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement ("Agreement") is entered into as of July 1, 2026 ("Effective Date") by and between Sequoia Grove Charter Alliance, a California nonprofit public benefit corporation ("SGCA"), and Clarskville 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 the 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 meetings as agreed upon between the school administration and administrative members of the CSO, including the COO and Business Team;
- 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 benefits) 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, 2026, and continue through June 30, 2027, 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 $1,176,767.06.

   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 (10^{th}) 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 1/30/2027.

   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 financial presentations at regularly scheduled SGCA board meetings.

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 shallbe made 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 the 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 its 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.

b. 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 a three million dollars ($3,000,000) excess liability policy for a minimum of three million dollars (3,000,000) 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.

c. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

d. 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 COO 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' Administration staff 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 COO Evaluations. Before the Annual Evaluation of SGCA's COO, member schools will be allowed to provide SGCA's Board with feedback and input regarding SGCA's COO. 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. 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 Indemnities. 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 Indemnitees or, at the SGCA's option, reimburse the SGCA Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

a. 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 insure 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: Desiree Miller
3101 Zinfandel Drive
Suite 350
Rancho Cordova, CA 95650
Email:desiree.miller@sequoiagrove.org

To School: Clarksville Charter School
4818 Golden Foothill Pkwy. Ste 9
El Dorado Hills, CA 95762

ATTN: Jenell Sherman, Executive Director
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's 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 security privileges between the 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 are 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.
   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 the 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 the 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. PRINT SHOP

A. Operate The Print Shop
B. Basic digital black and white/ color printing services
C. Binding as requested
D. Park Day pick-up or shipping services

6. SUPPLIES FOR PRINT SERVICES

7. 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, delivery 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 events, including but not limited to the Health and Wellness Fair/PFT and CAASPP (SGCA-funded)
        i. Collaborate with Testing Coordinators for the supply order
        ii. Collaborate with event leads for supply orders
    c. Schedule Library pick-up and delivery day in conjunction with Testing locations/dates
    d. Provide live tech support during testing sessions

8. OPERATIONS – FACILITIES MANAGEMENT – WORKSPACE

A. Assist member schools with school-operated facilities as requested, including but not limited to leases, utility contracts, janitorial, improvement, and maintenance project management, including

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

9. 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

10. RECOGNITION

A. Annual Founders Award for graduates
    a. Provide ongoing support for the funding of the Annual Founders Award scholarship fund
    b. Provide one Founders Award Financial 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

9. CONSULTING SERVICES

Available to the school as requested through the invoicing process

Coaching and/or mentoring for school employees

Other agreed-upon services between the school and CSO

4874-1745-2227, v. 3

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement ("Agreement") is entered into as of July 1, 2026 ("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 Elementary 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 the 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 meetings as agreed upon between the school administration and administrative members of the CSO, including the COO and Business Team;
   - 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 benefits) 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, 2026, and continue through June 30, 2027, 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 $1,327,634.63.

   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 (10^{th}) 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 1/30/2027.

   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 financial presentations at regularly scheduled SGCA board meetings.

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 made 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 the 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 its 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.

b. 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 a three million dollars ($3,000,000) excess liability policy for a minimum of three million dollars (3,000,000) 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.

c. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

d. 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 COO 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' Administration staff 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 COO Evaluations. Before the Annual Evaluation of SGCA's COO, member schools will be allowed to provide SGCA's Board with feedback and input regarding SGCA's COO. 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. 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 Indemnities. 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 Indemnitees or, at the SGCA's option, reimburse the SGCA Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

a. 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 insure 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**: Desiree Miller 3101 Zinfandel Drive Suite 350 Rancho Cordova, CA 95650 Email:desiree.miller@sequoiagrove.org
To School:	Feather River Charter School 4305 S. Meridian Road Meridian, CA 95957 **ATTN:** Jenell Sherman, Executive Director 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's 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 security privileges between the 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 are 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.
   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 the 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 the 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. PRINT SHOP

A. Operate The Print Shop
B. Basic digital black and white/ color printing services
C. Binding as requested
D. Park Day pick-up or shipping services

6. SUPPLIES FOR PRINT SERVICES

7. 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, delivery 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 events, including but not limited to the Health and Wellness Fair/PFT and CAASPP (SGCA-funded)
        i. Collaborate with Testing Coordinators for the supply order
        ii. Collaborate with event leads for supply orders
    c. Schedule Library pick-up and delivery day in conjunction with Testing locations/dates
    d. Provide live tech support during testing sessions

8. OPERATIONS – FACILITIES MANAGEMENT – WORKSPACE

A. Assist member schools with school-operated facilities as requested, including but not limited to leases, utility contracts, janitorial, improvement, and maintenance project management, including

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

9. 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

10. RECOGNITION

A. Annual Founders Award for graduates
    a. Provide ongoing support for the funding of the Annual Founders Award scholarship fund
    b. Provide one Founders Award Financial 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

9. CONSULTING SERVICES

Available to the school as requested through the invoicing process

Coaching and/or mentoring for school employees

Other agreed-upon services between the school and CSO

4874-1745-2227, v. 3

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement ("Agreement") is entered into as of July 1, 2026 ("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, 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 the 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 meetings as agreed upon between the school administration and administrative members of the CSO, including the COO and Business Team;
   - 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 benefits) 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, 2026, and continue through June 30, 2027, 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 $512,949.74.

   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 (10^{th}) 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 1/30/2027.

   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 financial presentations at regularly scheduled SGCA board meetings.

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 shallbe made 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 the 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 its 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.

b. 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 a three million dollars ($3,000,000) excess liability policy for a minimum of three million dollars (3,000,000) 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.

c. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

d. 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 COO 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' Administration staff 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 COO Evaluations. Before the Annual Evaluation of SGCA's COO, member schools will be allowed to provide SGCA's Board with feedback and input regarding SGCA's COO. 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. 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 Indemnities. 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 Indemnitees or, at the SGCA's option, reimburse the SGCA Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

a. 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 insure 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: Desiree Miller
3101 Zinfandel Drive
Suite 350
Rancho Cordova, CA 95650
Email:desiree.miller@sequoiagrove.org

To School: Lake View Charter School
4672 County Road N
Orland, CA 95963
ATTN: Jenell Sherman, Executive Director
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's 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 security privileges between the 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 are 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.
   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 the 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 the 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. PRINT SHOP

A. Operate The Print Shop
B. Basic digital black and white/ color printing services
C. Binding as requested
D. Park Day pick-up or shipping services

6. SUPPLIES FOR PRINT SERVICES

7. 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, delivery 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 events, including but not limited to the Health and Wellness Fair/PFT and CAASPP (SGCA-funded)
        i. Collaborate with Testing Coordinators for the supply order
        ii. Collaborate with event leads for supply orders
    c. Schedule Library pick-up and delivery day in conjunction with Testing locations/dates
    d. Provide live tech support during testing sessions

8. OPERATIONS – FACILITIES MANAGEMENT – WORKSPACE

A. Assist member schools with school-operated facilities as requested, including but not limited to leases, utility contracts, janitorial, improvement, and maintenance project management, including

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

9. 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

10. RECOGNITION

A. Annual Founders Award for graduates
    a. Provide ongoing support for the funding of the Annual Founders Award scholarship fund
    b. Provide one Founders Award Financial 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

9. CONSULTING SERVICES

Available to the school as requested through the invoicing process

Coaching and/or mentoring for school employees

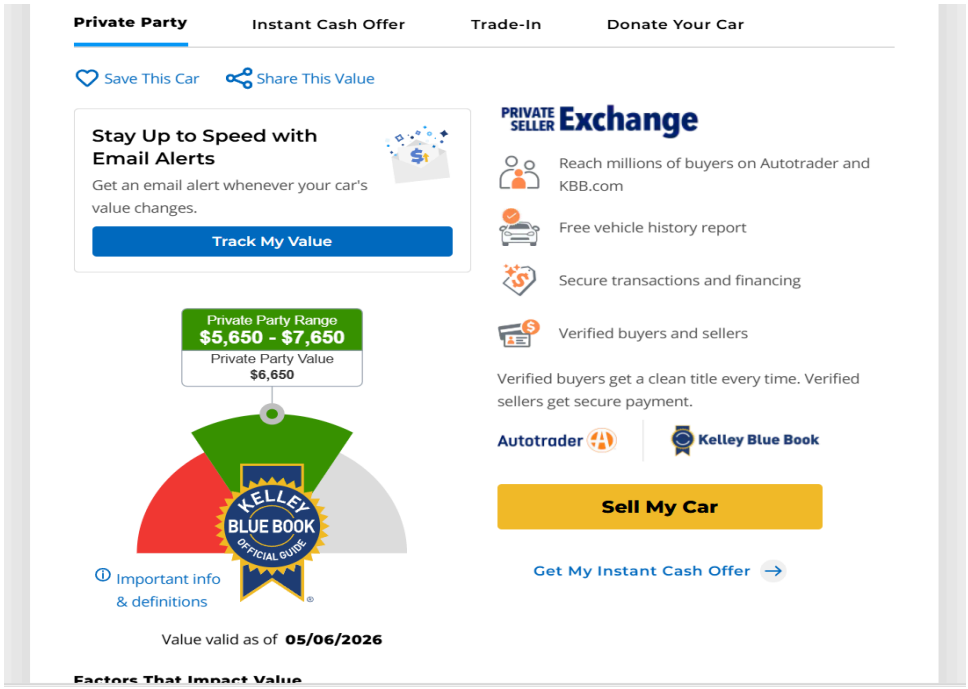
Other agreed-upon services between the school and CSO

4874-1745-2227, v. 3

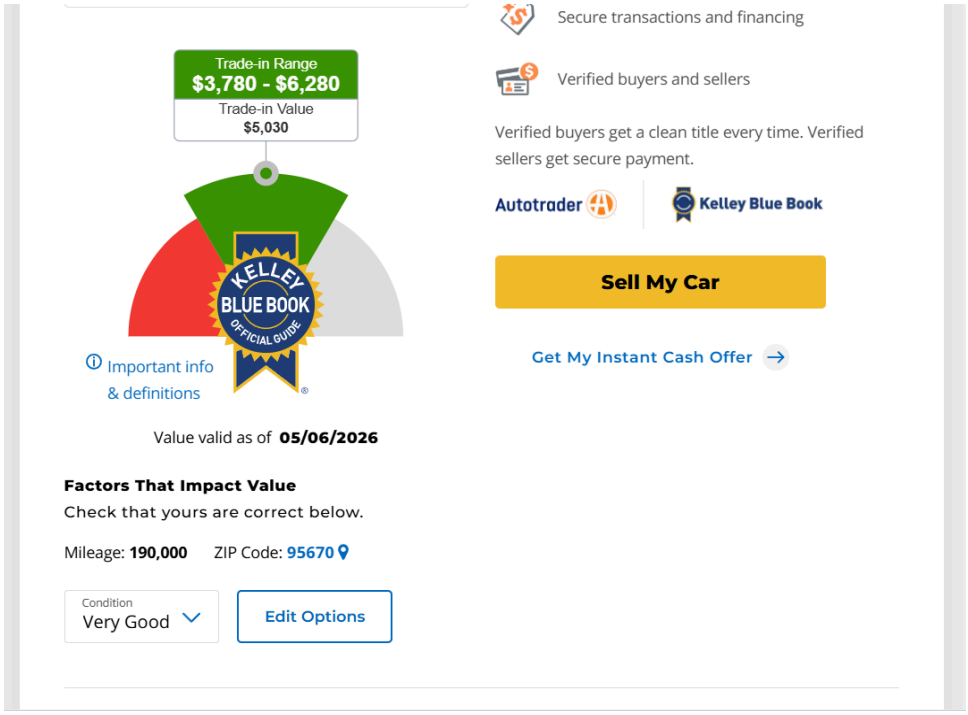
2018 MERCEDES-BENZ METRIS
VIN:WD3PG3EA6J3388150
Current Mileage: 190,273
Cost to remove wrap (Gensis): $750-1,000



Private Party Sale Value:



Trade In Value:



Advertisement

My Car's Value

2018 Mercedes-Benz Metris Cargo Long WB Van 3D

4.1 (11 Ratings) Write a Review

VIN: **WD3PG3EA6J3388150**

Print

Your Values

Private Party Instant Cash Offer Trade-In Donate Yo

Save This Car Share This Value

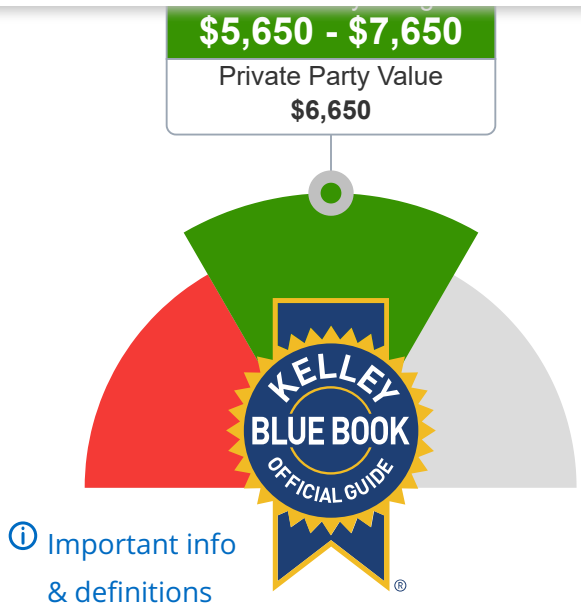
Stay Up to Speed with Email Alerts

Get an email alert whenever your car's value changes.



Track My Value

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Important info & definitions

Value valid as of **05/06/2026**

Factors That Impact Value

Check that yours are correct below.

Mileage: **190,000** ZIP Code: **95670**

Condition
Very Good

Edit Options

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My Car's Value

2018 Mercedes-Benz Metris Cargo Long WB Van 3D

4.1 (11 Ratings) Write a Review

VIN: **WD3PG3EA6J3388150**

Print

Values Recall Alerts (10)

Your Values

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Value valid as of **05/06/2026**

Factors That Impact Value

Check that yours are correct below.

Mileage: **190,000** ZIP Code: **95670**

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Edit Options

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(•) VIN ( ) License Plate

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FUTURE FORD OF SACRAMENTO

Miller
2026 FORD TRANSIT CARGO VAN BASE
VIN: 1FTYE1Y89TKA59920
Stock# CV75443
Salesperson: Hamid
3/23/2026 12:31 PM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 8.75% Tax

CASH PURCHASE	
MSRP	52,555.00
Market Adjustment	9,999.00
Market Value	62,554.00
Discount and Rebate Savings	- 13,499.00
Vehicle (after Savings)	49,055.00
Taxes / Fees	5,321.25
Due On Delivery	**54,376.25**

Cost of new library van

Interest Rates, Pricing, Rebates and Terms are estimates, subject to change and apply only on 3/23/2026.
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April 24, 2026

Dear Sequoia Grove Charter Alliance Board,

On behalf of the Clarksville Charter School Board, I am writing to inform you that we will be bringing forward a nomination to fill the current Clarksville Charter School representative vacancy on the Sequoia Grove Charter Alliance Board.

We would like to nominate Tiffiny Farley for consideration. Ms. Farley previously served as a member of the Clarksville Charter School Board and brings with her a strong understanding of the school's operations, governance, and its ongoing relationship with the SGCA. Her prior experience positions her well to contribute thoughtfully and effectively in this role.

We respectfully request that her nomination be placed on the agenda at the next appropriate Sequoia Grove Charter Alliance Board meeting for consideration.

Please let us know if any additional information is needed in advance of the meeting. We appreciate your time and consideration.

Thank you,

Darcy Belleza