

**THE COLLABORATIVE CHARTER SERVICES ORGANIZATION
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

AGENDA



**THE
COLLABORATIVE**

**Friday, January 14, 2022
Special Meeting of the Board of Directors begins at 9:00 a.m.**

Zoom Meeting Information

Dial in: (669) 900-9128

Meeting ID: 885 8388 5926

Join URL: <https://us06web.zoom.us/j/88583885926>

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting The Collaborative Charter Services Organization at 760-494-9646.

The Board of Directors of The Collaborative Charter Services Organization will hold a regular meeting on the above-referenced date and time. Due to the ongoing COVID-19 pandemic and statewide stay-at-home order, the meeting will be held via teleconference and videoconference only. The purpose of the meeting is to discuss and/or to take action on the following agenda items.

1. CALL TO ORDER AND ROLL CALL

Time: _____

1.1. Roll Call

| | |
|------------------|----------------|
| Butch Owens | President |
| Dr. Nancy Girvin | Vice President |
| Stephen Lawler | Secretary |
| Dr. John White | Treasurer |
| Jana Jeltema | Member |

2. APPROVE/ADOPT AGENDA

It is recommended the Board of Directors adopt as presented, the agenda for the Special Board meeting of January 14, 2022.

Roll Call Vote:

Butch Owens
Dr. Nancy Girvin
Stephen Lawler
Dr. John White
Jana Jeltema

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

3. PUBLIC COMMENT - CLOSED SESSION

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board’s jurisdiction under section 8.0 Public Comments at Board Meetings.

4. ADJOURN TO CLOSED SESSION

Time: _____

The Board will consider and may act on any of the Closed Session matters listed in Agenda Item 5.0.

Roll Call Vote:

Butch Owens
Dr. Nancy Girvin
Stephen Lawler
Dr. John White
Jana Jeltema

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

5. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (§ 54956.9(d)(2)).
TR v. The Collaborative Services Organization, Case No. 37-2021-00022441-CU-WT-NC

6. RECONVENE MEETING

Time: _____

7. PLEDGE OF ALLEGIANCE

Led by: _____

8. PUBLIC COMMENTS/RECOGNITION/REPORTS

Please submit a Request to Speak to the Board of Directors using the chat feature on the right hand side of the Zoom platform. Please state the agenda item number that you wish to address prior to the agenda item being called by the Board President. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period.

If you have questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.

9. BUSINESS AND OPERATIONS

9.1. (Action) Approval of CSO Service Agreement Template

It is recommended the Board approve the CSO Service Agreement Template.

Roll Call Vote:

Butch Owens
Dr. Nancy Girvin
Stephen Lawer
Dr. John White
Jana Jeltema

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

10. CALENDAR

The next proposed meeting will be virtual on February 8, 2022.

11. BOARD COMMENTS

12. CEO COMMENTS

13. ADJOURNMENT

The special meeting of the Board of Directors adjourned at _____ a.m.

Roll Call Vote:

Butch Owens
Dr. Nancy Girvin
Stephen Lawler
Dr. John White
Jana Jeltema

Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

FOR MORE INFORMATION

For more information concerning this agenda, please contact
The Collaborative Charter Services Organization
Telephone, 760-494-9646.



THE
COLLABORATIVE

THE COLLABORATIVE CHARTER SERVICES ORGANIZATION

Agenda Item:

Date: January 14, 2022

Requires Board Action: X

For Information Only:

| | |
|---|-------------------------------------|
| | Correspondence/Proposals/Reports |
| | Consent Agenda |
| X | Business and Operations |
| | Education/Student Services |
| | Personnel Services |
| | Board Governance/Policy Development |

Item Requires Board Action: X

Item is for Information Only: _____

Item: Approval of CSO Service Agreement Template

Background:

As the CSO prepares for renewal of service agreements and initiates conversations with prospective clients, staff reviewed the service agreement template and received guidance from legal counsel to update the template. The service agreement template was updated to align with best practices. Additionally, the template draft provides further clarification of the distinct roles and scope of responsibility for each entity.

It is recommended the Board approve the CSO Service Agreement template for immediate use.

Fiscal Impact:

Once executed the service agreements will be customized to each school and the service fees identified based on the level of services requested.

**THE COLLABORATIVE CHARTER SERVICES ORGANIZATION
ADMINISTRATIVE SUPPORT SERVICES AGREEMENT
([Insert School Name])**

Effective As of July 1, 2022

This Administrative Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2022 (“**Effective Date**”) by and between The Collaborative Charter Services Organization, a California nonprofit public benefit corporation (“**CSO**”) and [Insert School Name], 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, CSO is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3) as a supporting organization by providing task-related administrative support services and goods to California public charter schools, which are performed under the supervision and ultimate decision-making authority of the governing body of the public charter schools that the CSO supports.

WHEREAS, School operates the following California public charter school(s) pursuant to the charter(s) described below “**Charters**”:

- a. [Insert School Name], authorized by [Insert Authorizer Name] School District for a term of [Insert Term] years from July 1, [Insert Year] through June 30, [Insert Year];
- b. [Insert School Name], authorized by [Insert Authorizer Name] School District for a term of [Insert Term] years from July 1, [Insert Year] through June 30, [Insert Year]; and
- c. [Insert School Name], authorized by [Insert Authorizer Name] School District for a term of [Insert Term] years from July 1, [Insert Year] through June 30, [Insert Year].

WHEREAS, School desires to contract with CSO 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 Charters, and that this Agreement provides for CSO to deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

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. CSO will deliver task-related services and goods pursuant to this Agreement that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. 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 CSO, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring that the School adheres to all

applicable law and is accountable to the authorizers pursuant to the Charters.

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. To the extent not otherwise specified as a duty of CSO pursuant to the scope of Services, all duties applicable to the proper operation of the School's public charter schools and maintenance of applicable academic standards shall remain the responsibility of the School.

d. While CSO may make recommendations to the School and/or its governing body regarding any arrangements for legal services for the School pursuant to the scope of Services, School and its governing body may hire legal counsel as the School may deem appropriate and necessary.

e. CSO 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 CSO's and/or School's reasonable control, would require CSO or School to violate applicable law, or cause CSO to be considered an "entity managing a charter school" pursuant to the Charter Schools Act.

f. CSO will use, pursuant to the terms and conditions described in this Agreement, best efforts to provide all Services in a manner it believes to be in the best interests of School and with due care, in good faith, and in exchange for reasonable compensation taking into account that CSO is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).

g. To the extent there are any conflicts between the terms of the School's Charters and the terms of this Agreement, the terms of the Charters shall control. It shall be the School's sole responsibility to ensure that this Agreement and the Services provided by CSO to the School pursuant to this Agreement comply with and are consistent with the Charters.

2. Independent Service Provider. The Parties acknowledge that CSO is a nonprofit public benefit corporation with corporate members pursuant to California Corporations Code Section 5056, and they acknowledge and agree that this Agreement does not establish any membership or convey any rights, powers or authority of a corporate member of CSO to School. The relationship created by this Agreement is that of CSO as a service provider to School, it does not create a partnership, joint venture, or employment relationship. Nothing in this Agreement shall confer upon any CSO 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. All CSO employees providing services to School shall be and remain employed by CSO and shall at all times be subject to the direction, supervision and control of CSO. All School employees shall be and remain employed by School and shall at all times be subject to the direction, supervision and control of School.

b. School shall not have any right to terminate the employment of any CSO employee providing services to the School. CSO shall not have any right to terminate the employment of any School employee.

c. The Parties agree that CSO shall not lease its employees to the School. School shall employ all of its personnel, including certificated personnel responsible for the delivery of instruction. School shall determine and manage compensation (salary and benefit) plans for its employees; provided, however, that School shall oversee and may consult with CSO and CSO will assist with providing human resources, payroll, benefits and related services pursuant to the scope of Services. It shall be the School's sole responsibility to provide any applicable notice(s) to its employees regarding the CSO's performance of such services or access to School's records.

d. CSO certifies that any of its employees who perform school-site services for School, or who may have substantial contact with students at School as determined by School in its reasonable discretion, shall be screened in compliance with Education Code section 45125.1 and CSO shall otherwise comply with that statute.

3. **Services Provided by CSO.** During the term of this Agreement, CSO shall provide to School the goods and services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the "**Services**"). CSO is not obligated to devote all of its time or efforts to School, but shall devote the time, effort, and skill reasonably necessary to provide the Services to School. CSO reserves the right to subcontract with third parties for the provision of the Services. The Parties may mutually agree to modify the Services at any time by amending Attachment A in writing; provided, however, the Parties will also adjust the annual fee commensurately pursuant to Section 5, if necessary, and CSO shall only deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

4. **Term.** The term of this Agreement shall commence on July 1, 2022 and continue through June 30, 2023, and shall automatically renew for consecutive one (1) year terms, 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 22 or terminated in accordance with Section 14.

5. **Annual Fee.** As compensation for the Services, School shall pay CSO an annual fee based on the mutually agreed upon tier of service and projected enrollment (see Attachment B) for the one-year term. The fees for the 2022-2023 school year shall be \$[Insert Amount].

6. The School shall make an initial contribution of 25% of the annual fee to the CSO July 1, 2022. The remaining 75% of the annual fee shall be paid in twelve (12) monthly installments due no later than the tenth (10th) day of each month. The same payment schedule, and percentage of the annual fee to be paid, shall apply for each subsequent one-year renewal term of the Agreement.

a. The School acknowledges that the late payment of any installment of the annual fee, or the pass-through costs described in Section 6, may cause the CSO to incur costs and expenses, the exact amount of which is difficult to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on the CSO. If any installment of the annual fee, or payment of pass-through costs, from School is received by CSO after the tenth (10th) day of the month, School shall pay a late fee of five percent (5%) of the amount due, which shall be paid with the current installment of the annual fee or pass-through cost. CSO's right to collect a late fee shall not constitute a waiver as to any default by School. The CSO's acceptance of late fee shall not be deemed an extension of the ongoing due date, or prevent the CSO from exercising any other rights and remedies under this Agreement and as provided by law.

b. At the end of each fiscal year, which should occur no later than June 30, CSO shall reconcile School's annual fee payments and its student enrollment in said year. In the event that the total payments made by School for the subject year exceeds the total amount due based upon School's highest day of enrollment, CSO shall refund the total amount of said overpayment to School within thirty (30) days of the end of the fiscal year. Conversely, in the event that the total amount of installment payments made by School for the subject year is less than the total amount due based upon School's highest day of enrollment, School shall pay the total amount of said underpayment to CSO within thirty (30) days of the end of the fiscal year.

c. The annual fee shall be reviewed and renegotiated by CSO and the School by March 1 each fiscal year. In addition, School may propose at any time during the term adjustments to increase or decrease the annual fee, taking into account that CSO is organized as a 501(c)(3) tax-exempt supporting organization and any applicable school budget adjustments as determined by the State apportionment or allocation to the School. The School and CSO shall negotiate any such adjustments in good faith, and any adjustment of the annual fee shall be documented in writing approved by both Parties' governing bodies. The CSO budget shall be reviewed in alignment with the School's budget timeline.

7. **Costs.** In addition to the annual fee, School shall reimburse CSO for direct "pass-through" costs and expenses incurred in performing the Services specifically for School, including, but not limited to: equipment, materials, or supplies purchased from third parties at the request of, and pre-approved in writing by, the School director; platform subscription fees; travel (including mileage, airfare, lodging, meals, and ground transportation); filing or corporate fees; marketing communication, and development costs (e.g. print materials, postage for mailers, and costs of newspaper, radio, television, billboard or other broadcast advertisements); and fees of other third parties consulted by CSO at the request of or on behalf of the School. However, no pass-through costs will be owed for expenses that are built into CSO's annual fee, including services provided by subcontractors.

a. In the event that CSO purchases equipment, materials, or supplies at the request of or on behalf of the School pursuant to this Agreement, CSO 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 CSO purchases on behalf of the School shall be and remain the property of the School.

b. Marketing, communication and development costs charged to School shall be limited to those costs specific to the School's program, and shall not include any costs for the marketing of The Collaborative Charter Services Organization brand or development of CSO goods, services or intellectual property.

c. All reimbursable costs of CSO charged to School shall be itemized on CSO invoices, with reference to specific dollar amounts and with backup documentation for such costs (e.g. copies of receipts or purchase orders).

8. **Annual Notice.** As a supporting organization, CSO shall, at least annually, provide School with a copy of its most recent Form 990, a description of the support, in services and otherwise, provided to the School, 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.

9. **Cooperation.** School shall make available to CSO, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for CSO to provide the Services under this Agreement. It shall be the School's sole responsibility to provide any applicable notice(s) regarding the School's disclosure and release of such information and records to CSO. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with CSO to facilitate CSO's effective performance and delivery of the Services.

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

11. **Intellectual Property.** The intellectual property, including any work product, materials, products, inventions, works, and deliverables ("**Intellectual Property**"), developed or prepared by CSO pursuant to this Agreement is and shall remain the exclusive property of CSO. Similarly, any Intellectual Property owned by School and used by CSO related to this Agreement is and shall remain the property of School. 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.

12. **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 reasonable administrative, technical, and physical safeguards to reasonably protect the confidentiality of the other Party's Confidential Information.

a. "**Confidential Information**" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, intellectual property, business or strategic plans, contractual arrangements or negotiations, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (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 School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) 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. It shall be the School's sole responsibility to provide any applicable notice(s) to

any applicable parties regarding the School's release or disclosure of Confidential Information to the CSO.

d. The Parties understand and acknowledge that School's financial, educational, and student records are School property and may be subject to the California Public Records Act. CSO shall make all School records physically or electronically available to School, upon School's request. Neither Party shall restrict access to School's records by a school district that authorizes one of School's Charters.

e. The finance and other records of the School maintained by CSO shall be made available to the School's independent auditor upon request.

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/or destroyed.

13. 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. CSO is a "third party" which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. CSO shall be designated as having a legitimate educational interest in accessing School's student education records, as that term is defined by and for purposes of FERPA, thereby allowing CSO to access personally identifiable information from student education records from 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. CSO shall not use or disclose pupil records, including PII, received from or on behalf of School except as necessary to provide the Services, as required by law, or as otherwise authorized in writing by School. CSO shall protect the pupil records it receives from or on behalf of School no less rigorously than it protects its own Confidential Information. CSO will designate and train responsible individuals to ensure the security and confidentiality of pupil records. CSO shall develop, implement, maintain and use reasonable administrative, technical and physical security measures to preserve the confidentiality and availability of all electronically transmitted pupil records received from or on behalf of School. In the event of an unauthorized disclosure of PII, CSO shall notify School as soon as practicable, and shall, upon School's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

c. It shall be the School's sole responsibility to provide any applicable notice(s) regarding the School's release or disclosure of PII to the CSO.

d. CSO shall allow parents, legal guardians and eligible students to access their student records in compliance with applicable federal and state law. If such access is not immediately available through access to the electronic record system, CSO shall provide access to the requested records via a secure means within five (5) business days of the request for such information, or such other time as the parties agree.

e. CSO shall provide a process and contact information to allow parents, legal guardians and eligible students to make written requests to modify erroneous student records as required under federal and state law in accordance with School policies.

f. CSO shall not use PII in pupil records to engage in targeted advertising contrary to California law.

g. Within 60 days of the termination or expiration of this Agreement, CSO shall certify in writing that protected student information in the possession of CSO shall be returned and/or destroyed.

14. Insurance.

a. 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. School shall name CSO as an additional insured under all School's policies.

b. CSO 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. CSO shall name School as an additional insured under all CSO'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 CSO.

15. Termination.

a. Either Party may terminate this Agreement on or before March 1 each year without cause or a financial penalty upon written notice to the other Party, 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 other schools supported by the CSO.

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.

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:

i. School shall pay CSO any due and unpaid portion of the annual fee and costs for Services performed by CSO through the effective date of termination.

ii. CSO shall provide reasonable assistance to School to transition to another service provider, during which time School shall reimburse CSO for all reasonable expenses incurred by CSO in providing such transition assistance.

iii. School shall cease all use of the Intellectual Property of CSO as soon as reasonably practicable, but in no event later than the current school year.

iv. CSO shall offer to assign any equipment, vehicle or facility leases used solely by or for the benefit of or use by School.

v. As soon as practicable, CSO shall return to School and/or destroy, as appropriate, all student-related, fiscal, and other records of School maintained by CSO.

16. 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.

17. Indemnification. CSO shall defend, indemnify and hold free and harmless the School, and its employees, officers, directors, and agents, against any liability, loss, claims, demands, damages, expenses and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) (collectively, any "Loss") arising out of or related to CSO's breach of this Agreement caused solely by its negligence or willful misconduct. CSO shall not be liable to the School, or to anyone who may claim any right due to any relationship with the School, for any acts or omissions of the School. The School shall defend, indemnify and hold free and harmless the CSO, and its employees, officers, directors, members, clients and agents, against any Loss, of any and every kind or nature, arising out of or related to School's conduct and operations, including as examples but without limitation, School's performance of its obligations under this Agreement, the operation of its public charter school(s) and other programs or activities, any Loss claimed or asserted by School's employees, vendors, contractors, subcontractors, affiliates, volunteers, representatives, creditors, suppliers, or other persons in a relationship with School, including with regard to taxes and withholdings, insurance contributions, benefits, workers' compensation law, or other laws applicable to School, and any other act or omission by the School, except for such Loss caused solely by the negligence or willful misconduct of the CSO.

18. 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.

19. Assignment. No Party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other Party.

This Agreement shall be binding on, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

20. Dispute Resolution. The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this Agreement with mediation / arbitration in order to attempt to resolve the dispute before resorting to litigation.

21. 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 CSO: The Collaborative Charter Services Organization
 ATTN: David Franklin, Chief Executive Officer
 100 E. San Marcos Blvd., Suite 350
 San Marcos, CA 92069
 Email: dfranklin@collaborativecso.org

To School: [Insert School Name]
 ATTN: [Insert Name, and Title]
 [Insert Street Address]
 [Insert City], CA [Insert Zip Code]
 Email: [Insert Email Address]

22. 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.

23. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both Parties. The Parties anticipate additional and/or revised services to be provided through amendments to Attachment A and commensurate adjustment of the annual fee through amendments to Attachment B, if necessary. Such amendments may be negotiated directly by staff of School and CSO at any time, and shall be brought to the governing body of each Party to approve or ratify, if necessary.

24. 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. If School seeks to enter into a lease, promissory notes or other negotiable instruments, other agreement, or to enter into a lease-purchase agreement or other financing relationships with CSO, such agreements shall be separate documents and not be incorporated into this Agreement or any amendments thereto. Such agreements shall be consistent with the School’s authority to terminate CSO and continue operation of the School.

25. 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 opportunity to seek advice from, its independent counsel regarding this Agreement.

26. 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.

27. 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.

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

29. 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.

30. Counterparts. This Agreement may be executed in two or more counterparts, including through electronic execution, 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.

The Collaborative Charter Services Organization,
a California nonprofit public benefit corporation

[Insert School Name],
a California nonprofit public benefit corporation

By: _____
Name: _____
Its: _____
Date: _____, 2022

By: _____
Name: _____
Its: _____
Date: _____, 2022

**ATTACHMENT A
DESCRIPTION OF CSO SERVICES**

(see attached)

[Insert Scope of Services]

Additional Services: At any time, School may request and CSO may agree to perform additional services or provide additional supports that are not already built into the Services described above, without an amendment to this Attachment A or the annual fee in Section 5 of the Agreement pursuant to the process described in Section 3 of the Agreement. In such instance, CSO shall provide the additional services or support at a rate of \$175 per hour, which shall be invoiced to School for payment by School along with the monthly installments of the annual fee described in Section 5.a. of the Agreement. The Parties may agree in writing to a different hourly rate based on type and scope of additional services or support requested by the School and agreed to by the CSO. To be clear, such additional services and support are Services, as described in the Agreement and subject to the terms and conditions of the Agreement.

**ATTACHMENT B
SERVICE FEE STRUCTURE**

(see attached)

[Insert Fee Structure]