



THE COTTONWOOD SCHOOL

**Special Board Meeting
The Cottonwood School
June 30, 2020 – 4:00 pm
3840 Rosin Court #200
Sacramento, CA 95834**

**Through Teleconference
Join Zoom Meeting
<https://zoom.us/j/95691003573>**

Meeting ID: 956 9100 3573

**Dial by your location
+1 669 900 6833 US (San Jose)
Meeting ID: 956 9100 3573**

Find your local number: <https://zoom.us/u/abyHnxatHd>

AGENDA

1. Call to Order
2. Approval of the Agenda
3. Public Comments
4. Review and Consideration of Approval of the Contract with Provenance for the 20/21 School Year
5. Adjournment

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 with the administrative team 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 that requests are received. We ask that comments are limited to 2 minutes each, with no more than 15 minutes per single topic so that as many people as possible may be heard. 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 Cottonwood School 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 Governing Board Office at 951-290-3013 at least 48 hours before the scheduled board meeting so that we may make every reasonable effort to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

**EDUCATION AND SUPPORT SERVICES AGREEMENT
BETWEEN Provenance and The Cottonwood School**

This Education and Support Services Agreement (“*Agreement*”) is entered into as of July 1, 2020 (“*Effective Date*”) by and between Provenance, a California nonprofit public benefit corporation (“*Provenance*”) and The Cottonwood School, a public charter school organized as a California nonprofit public benefit corporation (“*School*”). Provenance and School may each be referred to herein as a “*Party*” or collectively as the “*Parties*” to this Agreement.

WHEREAS, Provenance, a nonprofit corporation with tax exempt status as a supporting organization under section 501(c)(3) of the Internal Revenue Code, is in the business of providing educational goods and administrative services to charter schools that are operated by separate corporations.

WHEREAS, School is authorized by Buckeye Union Elementary School District (“*District*”) to operate a California charter school for a term of 5 years, from July 1, 2018 through June 30, 2023, pursuant to a petition granted by District dated 1/17/18 (“*Charter*”).

WHEREAS, subject to the terms and conditions contained in this Agreement, School now desires to contract with Provenance for instructional and operational support services;

WHEREAS, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the Charter, and that this Agreement provides for Provenance to deliver educational goods and task-related services that are performed at the direction of the governing body of the School and over 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 and Scope of Authority. The relationship created by this Agreement between the Parties is that of an independent contractor, not a partnership, joint venture, or employment relationship. Under this Agreement, Provenance will deliver goods and perform task-related services 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 operation of the School. The governing body of the School, and not Provenance, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring School adheres to all applicable law and is accountable to the authorizing District pursuant to the Charter.

b. School shall at all times remain an independent, self-governing public body that shall comply with applicable transparency laws, including but not limited to the California Brown Act, Public Records Act, Political Reform Act, and effective January 1, 2020, the provisions of Government Code section 1090, et seq..

c. To the extent not otherwise specified as a duty of Provenance pursuant to the scope of Services, all duties applicable to the proper operation of School and maintenance of applicable academic standards shall remain the responsibility of School.

d. Provenance 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 Provenance's and/or School's reasonable control or would require Provenance or School to violate applicable law or cause Provenance to be considered an "entity managing a charter school" per Education Code section 47604.1(a).

e. Provenance will 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 Provenance is a nonprofit that is exempt from income taxation pursuant to Internal Revenue Code Section 501(c)(3).

2. Independent Contractor. Nothing in this Agreement shall confer upon any Provenance or School employee any rights or remedies, including any right to employment, as an employee of the other Party. The Parties agree as follows:

a. All Provenance employees providing services to School shall be and remain employed by Provenance and shall at all times be subject to the direction, supervision and control of Provenance. 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 Provenance employee providing services to the School. Provenance shall not have any right to terminate the employment of any School employee.

c. The Parties agree that Provenance 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 Provenance and Provenance will assist with providing payroll and related services pursuant to the scope of Services.

d. Provenance certifies that any of its employees who perform school-site services or transportation 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 Provenance shall otherwise comply with that statute.

3. Services Provided by Provenance. During the term of this Agreement, Provenance shall provide to School the services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the "**Services**"). Provenance 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. Provenance reserves the right to sub-contract with a third party for the provision of any of the Services subject to School's approval, which approval shall not be unreasonably withheld. 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 Provenance 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. To the extent there are any conflicts between the terms of the Charter and the terms of this Agreement, the terms of the Charter shall control.

4. Term. The term of this Agreement shall commence on July 1, 2020 and continue through June 30, 2021. This Agreement will be automatically renewed for a new 12-month term (July 1st through June 30th) ("Renewal Term) unless either Party provide Notice as set forth section 20 of this Agreement

prior to April 1, 2021 (and April 1st for each subsequent year that the Agreement has been renewed) that it will not be renewed. Upon automatic renewal the parties' obligations shall continue in full during the Term.

5. Annual Fee. For services in Exhibit A, School shall pay Provenance an annual fee of 10.125% of the School's revenue as calculated based on each reporting unit (i.e. charter school, department, location, central office and any other additional reporting units which may be added at the discretion of the School). Revenues shall not include one-time or federal, restricted grant funds such as PCSGP grants or other federal funding programs.

a. Beginning July 1, 2020, the annual fee shall be paid by *SCHOOL* to *Provenance* in twelve (12) equal monthly installments per year with each monthly payment made through ACH transfer and received by Provenance by the 8th of each month.

b. Provenance will submit monthly invoices based upon School's current school year budgeted revenue. Invoices may be adjusted based on the most current financial forecast.

c. **Right to Suspend Performance.** In the event of default or delay in payment greater than 30 days from the date of the invoice, Provenance reserves the right to suspend part or all of its performance of duties under this contract until all amounts for Services and Expenses are paid in full. In the event School disputes all or any portion of an invoice, School shall notify Provenance within 15 days of receipt of the invoice; and initiate the dispute resolution process under Section 19 hereof, but shall pay the undisputed portion of the invoice in full, pending the outcome of such process.

d. **Late Payments.** Unless School receives prior written approval from Provenance, payments made after the payment terms, except for those contested amounts in subsection c above, are subject to a late payment penalty equal to 5% of invoiced amount for each full week the payment is overdue. If the fees are received in the ICS bank account by the 14th of the month, no late fee will be assessed.

e. At the end of each fiscal year, after the P-2 ADA certification by the California Department of Education, which should occur no later than June 30th, a reconciliation of payments shall be made based upon the School's actual revenues in said year. In the event that the total amount of installment payments made by School for the subject year exceeds the total amount due based upon School's actual Revenues, Provenance shall refund the total amount of said overpayment to School within thirty (30) days of the end of the fiscal year. 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 actual Revenues, School shall pay the total amount of said underpayment to Provenance within thirty (30) days of the end of the fiscal year.

f. In the event this Agreement is renewed, the annual fee may be reviewed and renegotiated by the Parties, however, no new annual fee rate shall be imposed unless agreed to in writing and signed by the Parties.

6. Costs. In addition to the annual fee, School shall reimburse Provenance for direct "pass-through" costs and expenses incurred in performing the Services, including, but not limited to: equipment, materials, or supplies purchased from third parties at the request of, or on behalf of the School; platform subscription fees (i.e. student information systems, learning management systems); travel (including mileage, airfare, lodging, meals, and ground transportation); filing or corporate fees; marketing and development costs incurred solely for School (i.e. print materials, postage for mailers, and costs of newspaper, radio, television, billboard or other broadcast advertisements); and fees of other third parties

consulted by Provenance. All pass through costs must be authorized in advance in writing by the School.

a. In the event that Provenance purchases equipment, materials, or supplies at the request of or on behalf of the School, Provenance shall comply 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 Provenance purchases on behalf of the School shall be and remain the property of the School.

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

7. Annual Notices. As a supporting organization to School, Provenance 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 School, and its most current articles and bylaws, not later than the 15th day of the 5th month after the close of the year for which the Form 990 is filed.

8. Cooperation. School shall make available to Provenance, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for Provenance to provide the Services under this Agreement. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with Provenance to facilitate Provenance's effective performance and delivery of the Services. All data, files, documents and other information and records provided by School to Provenance shall be subject to the provisions of Section 11 ("Confidentiality") and 12 ("Student Information") below.

9. Conflicts of Interest. School and Provenance recognize that it is important that School be assured that Provenance staff acts at all times with integrity. School has adopted a conflict of interest code under the California Political Reform Act. Provenance acknowledges that School may require certain Provenance staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that Act. Provenance also agrees to adopt and provide to School copies of conflict of interest policies required by the IRS, as well as an anti-nepotism policy and a policy regarding inconsistent employment for compensation, which policies shall meet Federal requirements for grant and funding program administration.

10. Non-Exclusive, Non-Transferable Intellectual Property License. Provenance grants School a non-exclusive, non-transferable irrevocable, United States limited license to use, display and print graphic images of the Provenance IP in connection with the School's operation of the Charter. The Provenance IP is described in Attachment B and may include copyrights, patents, trademarks, technology, and intellectual property of every kind (the "**Provenance IP**"). The Parties acknowledge that Provenance has extensively invested in developing and improving the Provenance IP and in marketing, refining, advertising, promoting, and publicizing it, all of which have become well and favorably known to the public throughout the United States, and as a result of such efforts, Provenance has acquired valuable goodwill therein. The non-exclusive, non-transferable license granted to School is subject to the following terms and conditions:

a. **Ownership.** School acknowledges the ownership of the Provenance IP and shall do nothing inconsistent with such ownership. School acknowledges that all use of the Provenance IP shall inure to the benefit of and be on behalf of Provenance. School acknowledges that nothing in this Agreement shall give School any right, title, or interest in and to the Provenance IP other than the right to use the intellectual property in accordance with the terms of this Agreement.

b. Quality Standards. School shall not utilize the Provenance IP in any manner that would diminish their value or harm the reputation of Provenance or any other Provenance organization. The nature and quality of all services rendered by School in connection with the Provenance IP, all goods sold by School under the Provenance IP, and all related advertising, promotional and other related uses of the Provenance IP by School shall conform to standards set by and be under the control of Provenance.

c. School agrees that School will not frame, copy, or feature any trademarks, logos, content from Provenance's websites or marketing materials at any website owned or controlled by School without Provenance's prior express written permission.

d. Neither School nor any entity owned or controlled by them will directly or indirectly file, apply for, prosecute, register, maintain, obtain, and/or acquire any domain names, trademark applications, or trademark registrations, for any mark or name comprised of or containing the Provenance IP, or for any other confusingly similar marks, names, or terms. Further, neither School nor any entity owned or controlled by School will directly or indirectly challenge, contest, or interfere with Provenance's ownership, use, registration, or enforcement of its Provenance IP.

e. School shall not have the right to grant a license, sublicense, or any other rights to the Provenance IP.

f. The license and rights granted to School herein are subject to any limitations imposed by any applicable government grant or government contract entered into by Provenance.

g. School shall use the Provenance IP only in the manner and for the duration expressly permitted in writing by Provenance.

h. Upon termination or expiration of this Agreement, School shall have no right to make any use whatsoever of the Provenance IP and must remove all Provenance IP previously used by School in accordance with section 14, Termination.

i. Infringement Proceedings. School shall promptly inform Provenance of any infringements or other violations of the Provenance IP. Provenance shall have the exclusive right at its sole discretion to determine whether to take any action, including litigation, against such infringements or other violations. For any such action Provenance decides to take: (a) School will reasonably cooperate with and assist Provenance; (b) Provenance shall bear all costs, attorney's fees, and expenses; and (c) Provenance shall receive and retain all monetary awards, judgments, damages, and settlement proceeds. If Provenance decides not to take any action against an infringement or other violation of the Provenance IP, Provenance will notify School of its decision, at which time School may request Provenance's permission for School to take action, including litigation. If Provenance permits School to take action: (a) Provenance will reasonably cooperate with and assist School; (b) School will bear all costs, attorney's fees, and expenses; (c) School will obtain Provenance's prior approval of any settlement, such approval to not be unreasonably withheld; and (e) School will receive and retain all monetary awards, judgments, damages, and settlements proceeds.

j. Notwithstanding the foregoing, the School shall own all proprietary rights to curriculum or educational materials that: (1) are both directly developed and paid for by School; or (2) were developed by Provenance at the direction of the governing body of the School with School funds dedicated for the specific purpose of developing such curriculum or materials unless

otherwise agreed in writing.

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 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; or (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. 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. All School records shall be physically or electronically available, upon School's request, at the physical record storage location. Records shall also be made available to School electronically on Provenance's software platforms, when such platforms exist.

d. The records of the School maintained by Provenance shall be made available to the School's independent auditor upon request.

e. 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.

12. Student Information. Provenance and School 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. Provenance is a "third party" which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. Provenance 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 Provenance 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. Provenance shall not use or disclose pupil records, including personally identifiable information, 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. Provenance shall protect the pupil records it receives from or on behalf of School no less rigorously than it protects its own Confidential Information. Provenance will designate and train responsible individuals to ensure the security and confidentiality of pupil records. Provenance 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, Provenance 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. Within 60 days of the termination or expiration of this Agreement, Provenance shall certify in writing that protected student information in the possession of Provenance shall be returned and/or destroyed.

d. Prohibition on Targeted Marketing. Provenance shall not use PII in pupil records to engage in targeted advertising contrary to California law.

e. Cyber Liability Insurance and Indemnity. Provenance shall obtain and maintain for the Term of this Agreement Cyber Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) aggregate including but not limited to coverage for claims involving security and privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of information, business interruption, cyber extortion and corruption, and denial of service.

f. Provenance shall indemnify, defend and hold School (including its officers, directors and employees) from and against all claims, losses, liabilities, damages, expenses or judgments involving a third party, including School's costs and reasonable attorney's fees, which arise as a result of any such unauthorized disclosures or misuse of pupil records through the services provided by Provenance, excluding those claims, liabilities, damages or judgments arising from the sole active negligence or willful misconduct of School.

13. 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 Provenance as an additional insured under all School's policies.

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

14. Termination.

a. As set forth in Section 4 above, either Party may elect not to renew this Agreement with or without cause or financial penalty by providing Notice (as set forth in section 20) by April 1 each school year that the Agreement will not be renewed.

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 breaching Party fails to cure the breach within thirty (30) days, the Agreement shall be deemed terminated on the 61st day after the written notice ("Effective Termination Date").

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 School and Provenance 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 statutory and/or regulatory 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 and survive the termination of the Agreement:

i. School shall pay Provenance any due and unpaid portion of the annual fee and costs for Services performed by Provenance until the effective date of termination within thirty (30) days of the Effective Termination Date. Provenance shall refund and pay to School any portion of the annual fee that has been overpaid by School as set forth in Section 5.e. above within thirty (30) days of the Effective Termination Date.

ii. Provenance shall provide reasonable assistance to School to transition to another service provider, during which time School shall reimburse Provenance for all reasonable expenses incurred by Provenance that have been authorized in writing by School in providing such transition assistance.

iii. School shall cease all use of the Provenance IP, as described in Attachment B, upon the termination of Agreement.

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

v. The Parties' respective duties and obligations pursuant to Sections 11 ("Confidentiality") and 12 ("Student Information") of this Agreement shall survive the termination of this Agreement.

15. Liability. Each of the Parties 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.

16. Indemnification. The Parties shall defend, indemnify, and hold each other, their employees, officers, directors, and agents, free and harmless against any liability, loss, claims, demands, damages, expenses, and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

17. 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.

18. 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.

19. Dispute Resolution. The Parties shall attempt to negotiate in good faith to resolve any dispute arising from or relating to this Agreement before resorting to litigation. In the event of a dispute between the Parties, disputing Party must frame the issue in written format ("dispute statement"). School representative and Provenance Executive Director shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than 5 business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the School representative and Provenance Executive Director and attempt to resolve the dispute within 15 business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the School representative and Provenance Executive Director shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the School representative and Provenance Executive Director. Mediation shall be held within sixty business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the Parties. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the Parties.

20. 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 Provenance:
Attn: Steven Lawrence
1150 W 5th St
Azusa, CA 91702
And Email: stevenl@inspireschools.org

To School:
Attn: Julie Haycock
PO Box 760,
Orangevale CA 95662
And Email: julie.haycock@cottonwood.school

With a Copy to:
Dr. Norman Lorenz, Board Chair
Email: nlorenzedd@gmail.com

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.

21. Amendments. No supplement, modification, or amendment of this Agreement or the Services described in Attachment A 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, if necessary. Such amendments may be negotiated directly by staff of School and Provenance at any time, and shall be brought to the governing bodies of School and Provenance respectively to approve or ratify.

22. 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, or to enter into a lease-purchase agreement or other financing relationships with Provenance, 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 Provenance and continue operation of the School.

23. 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.

24. 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.

25. 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.

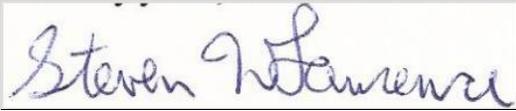
26. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

27. 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.

28. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .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.

Provenance, a California nonprofit public benefit corporation

The Cottonwood School, a California nonprofit public benefit corporation and charter school

By: 
Name: Steven Lawrence
Its: Executive Director
Date: June 2, 2020

By: _____
Name: _____
Its: _____
Date: _____, 2020

ATTACHMENT A
DESCRIPTION OF PROVENANCE SERVICES

1. Legal and Compliance Updates, Corporate Filings, and Consulting

- A. Compliance Support
- B. Development
- C. Orientation
- D. Meeting Support
 - a. Scheduling
 - b. Compilation and Creation of the Board Packets and Agendas
 - c. Posting of Agendas
- E. New Member Recruitment Support
- F. Governance and Board Training
- G. Policies (Draft development, annual review, etc.)

2. Assistance with Audits

3. Group Rate for Medical Benefits / Benetrac

- A. BeneTrac Site Maintenance
- B. Open Enrollment
- C. Manage group rates

4. Access to the Enrichment Ordering System (EOS) and all related systems

- A. EOS
- B. FTE System
- C. Curriculum Ordering System (COS)
- D. Lending Library System
- E. Vendor Portal
- F. Online Subscription Package (OSP) System

5. EOS Services

- A. EOS Maintenance
- B. Uploading of Student and Staff Data

- C. Planning Amount Drop Programming & Coordination
- D. All new development and updates to the system
- E. Supporting Documentation

6. OSP Groups Licensing and Group Enrollment

- A. OSP system maintenance
- B. Maintain Single Sign-On through clever with the various subscriptions.
(Subscriptions to vary year to year based on school input and availability)
- C. Negotiate bulk pricing
- D. Coordinate bulk purchases and subscriptions

7. Curriculum Order fulfillment

- A. Manage standardized curriculum options
 - a. Manage Curriculum Ordering System (COS)
 - b. Load student accounts for Inspire managed curriculum
 - c. Provide information, support, and load all curriculum
 - d. Manage deduction of annual or multi-year planning amounts
- B. Provide curriculum information and training for Homeschool Teacher Handbook
- C. Maintain the curriculum support site with updated tutorials for school staff

8. Work with Charter Impact on Shared Employee Cost

- A. Based on weekly hourly data reports support Charter Impact to maintain a monthly spreadsheet that identifies cost distribution for each shared employee

9. Google Suite - Website - HST Handbook

- A. Google Suite
 - a. Domain management
 - b. Email management
- B. Maintain School Website
 - a. Design, launch, and maintain all websites
 - b. Coordinate with the web development team on daily website edits
 - c. Facilitate photoshoots to procure images for websites
- C. Provide Template for HST Handbook

10. Enrollment – School Pathways – CALPADS – Records – School Accountability & Compliance

- A. Enrollment
 - a. Live Registration Support
 - i. Regional Phone Hotline
 - ii. Email
 - iii. SMS
 - iv. Remote Assistance
 - v. Supported Languages (Spanish, Russian, Chinese, Japanese)
 - b. Registration System (Reg-Online) Administration
 - i. Configuration and Update
 - ii. Student Registration
 - 1. New
 - 2. Returning
 - 3. Sibling
 - iii. Household Account Management
 - c. Student Information System (SIS) Administration
 - i. Data Entry
 - ii. Post-Import Revisions
 - iii. Internal Audits
 - iv. Custom Tags
 - d. Enrollment Reporting and Analysis
 - i. Trend Analysis & Projections
 - ii. Provide Enrollment Strategies and Support
 - e. Lottery System Management and Implementation
- B. **School Pathways**
 - a. Align student data collection with CALPADS
 - b. Programming of Student Information System
 - c. Liaison between Student Information System and Schools
 - d. Maintenance of School Pathways
 - e. Collaborates on State and Federal Reporting
 - i. Fall I, II, and EOY CALPADS Reporting
 - ii. Civil Rights Data Collection Report
 - iii. CBEDS Report

- f. Manage attendance data requests and reports
- g. Upon request, review and recommend updates to School's attendance policies
- h. Monitors, maintains, and updates the school's data within CALPADS
- i. Create staff accounts
- j. Update and maintain accurate data for staff
 - i. Credentials
 - ii. SEID number
 - iii. Classification
 - iv. Personnel Information
 - v. Job Title
 - vi. Employment date
- k. Work with staff to provide necessary access to data in Pathways related to job duties
- l. Maintain accurate FTE counts for all staff
- m. Process changes to Proof of Residence in Pathways
- n. Report Immunizations
- o. Facilitate student transfers between schools
- p. Maintain course catalogs

C. Records

- a. New Enrollments
 - i. Request student CUMEs from previous schools
 - ii. House and maintain all student records (CUMEs)
 - iii. Store SPED records
 - iv. Work with Registrars from other schools/districts to ensure overlapping enrollments are satisfactorily resolved
- b. Withdrawals
 - i. Maintain and update Withdrawal Survey
 - ii. Process CUME requests and send student records to new schools
 - iii. Collaborate with School Accountability & Compliance to ensure proper documentation is being received from teacher/family upon withdrawal
 - iv. Confirm and verify in writing which school the withdrawing student will be attending

- v. Follow up with a School letter when unable to verify new school
 - vi. Call all withdrawing families and perform a short Exit Survey
 - vii. Follow up with Private Schools that are not listed on CALPADS
- c. High School Support
- i. Fill out, sign, and return High School Work Permit Applications
 - ii. Maintain and update Transcript Request Survey
 - iii. Provide official/unofficial transcripts to families
 - iv. Request transcripts from previous schools
 - v. Check-in high school and college transcripts from previous schools
 - vi. Process high school Concurrent Enrollments (CCE's) that require transcript attachment
 - vii. Fill out, sign, and return Military Security Clearance Forms
 - viii. Print and mail High School Diplomas and official transcripts to families upon graduation
 - ix. Archive and house graduated senior CUMEs
- d. Student/Teacher Services
- i. Fill out, sign, and return Entertainment Work Permit Applications
 - ii. Provide Enrollment Verification letters to families
 - iii. Provide Withdrawal Verification letters to families
 - iv. In collaboration with teachers, SPED case managers, and counselors - Fill out, sign, and return DSS, SS, DCFS, CWS teacher and administrative questionnaires
 - v. Provide copies of student CUME's to parents
 - vi. Process and mail 5th and 8th grade Promotion Certificates to families
- e. Miscellaneous
- i. File ELL, RFEP identification letters into student CUME's
 - ii. Process legal name changes and upload appropriate legal paperwork to student's dashboard
 - iii. Ensure CalPads information is up to date and accurate for each student. Work with CALPADS Team to ensure dual enrollments are resolved in an accurate and timely manner.

- iv. Archive and maintain Legal Documents including restraining orders and custody arrangements.
- v. End of year CUME cleanup - forward all withdrawn student CUME's that have not been requested to schools listed on CALPADS
- vi. Provide student information/student records to law offices, law enforcement agencies, and probation departments as requested

D. School Accountability & Compliance

- a. State Compliance Documents
 - i. Verifies & Audits Independent Study Agreement
 - ii. Verifies & Audits Attendance Logs
 - iii. Verifies & Audits Work Samples
 - iv. Verifies & Audits Household Data Collection Forms (HDCF)
 - v. Performs Internal Audit
 - vi. Prepares all documents for Annual Audit Guide including:
 - 1. CALPADS 1.18 and 1.17
 - 2. Student Selections: Master Agreement, Attendance, Work Samples
 - 3. Special Programs documentation (HDCF & EL)
- b. State Attendance Reports
 - i. Prepares all state reports: Review, analyze, and clarify data with teachers
 - 1. 20-day Report
 - 2. P1
 - 3. P2
 - 4. EOY
 - 5. Estimated Attendance Reports
- c. Student Information System Support to Homeschool Teachers
 - i. Parent Portal
 - ii. Troubleshoot Student Information System (SIS)
 - iii. Update demographics in SIS
 - iv. Provide Attendance Codes, Printing, Archiving
 - v. Provide resources to support teachers with work sample, printing, archiving

- vi. Provide resources to support in generating report card
- vii. Add TK8 Classes to teachers
- viii. Presentations on compliance documents via PowerPoint, video, or in person
- ix. Provide Weekly Updates
- d. Live Support to Homeschool Teachers
 - i. Individualized Support
 - ii. SAA Email Group
 - iii. SAA Phonenumber
 - iv. Virtual Conference

11. Enrichment Ordering

- A. Process and check all enrichment orders
- B. Provide customer phone support
- C. Audits accounts and makes sure funds are correct
- D. Social Media moderating support related to Enrichment questions

12. 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. Information Technology Desktop Support for Staff & Students
- D. Set up and maintenance of equipment in physical offices (internet, infrastructure, printing)
- E. Accounting and inventory of all Tech assets
- F. Maintain software agreements and licensing
- G. Tech Vendor management
- H. AUP (Acceptable Use Policy) Compliance Support
- I. Network and Device Content Filtering and Virus Support (Compliance with: The Children Internet Protection Act (CIPA), Children’s Online Privacy Protection Act and Rule (COPPA), Family Educational Rights and Privacy Act (FERPA), and Health Insurance Portability and Accountability Act of 1996 (HIPAA))
- J. Coordinating bulk hardware and software purchases

13. Lending Library –Van – Driver – Inventory Management

- A. Maintain Lending Library System
- B. Maintain Lending Library Materials/Inventory
- C. Manage Lending Library Schedule
- D. Maintain Return Management System
- E. Manage Inventory Returns Process

14. Field Trips

- A. Maintain Field Trips Ordering System
- B. Process all Field Trip Requests
- C. Coordinate logistics with various field trip vendors and field trip venues
- D. Coordinate insurance with CharterSafe
- E. Reporting and support for any accident or incident that occurs at a School sponsored field trip

15. Marketing – Website – Social Media – SWAG – Flyers - Marketing Events – Payment of Booths - Graduation / Promotion – Diplomas / Certificates – Programs – RSVPs – Caps and Gowns

- A. Graphic Design
 - a. Develop logos, advertisements, and collateral for School and special projects for the School (i.e. PowerPoint templates, letterhead, Graduation Programs, Certificates)
 - b. Design graphics to represent the School
 - c. Design and order promotional flyers
 - d. Create social media graphics for School programs and events
- B. Spirit Wear
 - a. Develop new spirit wear items
 - b. Facilitate bulk orders for special events (conferences, retreats, meetings)
- C. Website Management
 - a. Design, launch, and maintain all School websites
 - b. Coordinate with the web development team on daily website edits
 - c. Facilitate photoshoots to procure images for websites
- D. Communication

- a. Draft and send emails to parents using school-wide communication platform
- b. Manage Smore accounts
- E. Social Media Management
 - a. Develop, manage, and assess a coordinated social media strategy for School
 - b. Oversee social media channels and curation of content on the following platforms: Facebook (Pages & moderate Groups), Twitter, Instagram, Pinterest
 - c. Share out School news (School announcements, policy changes) and monitor real-time social media sentiment and engagement, especially during crisis moments or when the School is in the news
 - d. Provide guidance and messaging to Family Liaisons (or other School contact(s)) to disseminate on regional Facebook Groups
 - e. Provide customer service support to prospective families by answering inquiries with accuracy
 - f. Manage social media advertising, ensuring that money is spent strategically to accomplish the goals of the social media strategy for School
- F. Events
 - a. Graduation
 - i. Maintain Graduation Manual
 - ii. Provide guidance to all regional graduation leads
 - iii. Facilitate payments for venues
 - iv. Manage statewide formal RSVP form
 - v. Verify ceremony logistics and order of events
 - vi. Sort and ship loaner caps and gowns
 - vii. Design, print and ship ceremony programs
 - viii. Design, print, and mail promotion certificates to families
 - b. Staff Events
 - i. Assist with planning, logistics, and execution of high priority staff events, including:
 - 1. Back to School Professional Development In-Person Meetings

- 2. Classified Professional Development Meetings
 - 3. School Leadership / School Staff Meetings
 - 4. Holiday Celebrations
 - ii. Coordinate catering, research, and book venues, set up and tear down, create a checklist of supplies needed, ship materials needed for events
 - iii. Research and order staff appreciation gifts
 - c. Recruiting/Community Events
 - i. Support School Leader, Teachers, and Family Liaisons by completing event applications, managing payment, and facilitating insurance certificates for local community events
 - ii. Lead and coordinate School's presence as a sponsor/vendor at events
 - 1. Set up and tear down booths
 - 2. Coordinate staffing
- G. Promotional Material
 - a. Inventory stock of recruiting supplies
 - b. Place orders of recruiting supplies
 - c. Ship supplies to staff as-needed
- H. Branding
 - a. Ensure brand consistency and promote uniformity
 - b. Identify brand-building areas and develop a plan to educate organization members (i.e. Style Guide)
 - c. Format and proofread documents for consistency (i.e. school planners, Parent Student Handbook)
 - d. Review business card proofs for mistakes before they go to print
- I. Miscellaneous
 - a. School Planners
 - i. Work with vendor to create custom planner books that meet the needs of homeschool families
 - ii. Project grade-level enrollment growth to determine order quantities
 - iii. Design front cover, create handbook pages, insert holidays and calendar dates

iv. Orchestrate delivery logistics for planner distribution

16. Benchmark and State Testing – TOMS Accounts – Order Materials – Coordinate Accommodations – CAASPP – ELPAC – PFT – EL Monitoring – Testing Tech

A. Star 360

- a. Monitor/recommend purchasing of licenses
- b. Create, maintain, problem solve bridge with Pathways and Renaissance Portal
- c. Set up Renaissance portal with school year dates, benchmark windows, and other settings for the school year
- d. Provide School with training for teachers and messaging to families
- e. Create, implement, and monitor paper assessment process
- f. Create and share Not Tested Report for School staff to monitor completion
- g. Upload scores to student dashboard on School Pathways
- h. Answer general questions from School team regarding use of the program
- i. Delete invalid assessments at the request of Homeschool Teacher (HST)
- j. Create and share reports with scores to School
- k. Create accounts for school administrators without students
- l. Provide HST with their correct username and password as needed

B. ELPAC (Initial and Summative)

- a. Train School Testing staff to determine which student(s) need the Initial ELPAC, CALPADs, and Pathways reports
- b. Train School Testing staff to enter ELAS information on EL Tab in Pathways
- c. Supply emails for notifying HSTs and instructions for Moodle proctor training
- d. Order and track supplies for Initial and Summative ELPAC
- e. Monitor ELPAC spreadsheet to see when tests need to be mailed out
- f. Mail and collect returned materials; Advise School Testing staff on follow up to ensure all students are tested within the appropriate window
- g. Review materials to make sure bubbles are completed and spot check books for scoring errors

- h. Input scores for Initial ELPAC into TOMS LST
 - i. Upload scores to spreadsheet for mail merged school letter
 - j. Print and mail score reports with mail merged ELPAC letter to parents
 - k. Upload scores to student dashboard on Pathways
 - l. Add labels and prepare materials to be returned to the state for RSVP Initial ELPAC tests
 - m. Scan or inventory unused materials and return to State
 - n. Monitor TOMS ELPAC eligible students to verify testing or correction of ELAS as needed
 - o. Track students tested, materials returned, scores received and mailed to families for all eligible students for
 - p. Share score spreadsheet with EL Designee
- C. Physical Fitness Test (PFT)
- a. Train and provide sample emails for School Testing staff to communicate with School staff regarding:
 - i. Test window/locations/dates for each region
 - ii. Enrollment numbers/size of test locations
 - iii. Assist with proof of liability insurance when needed
 - iv. Monitor payment for locations when needed
 - v. Flyers for test locations
 - vi. Proctor assignments
 - vii. Hold training meetings for School Testing staff
 - viii. HST instructions for student registration
 - ix. Follow-up on student registration
 - x. Test participation by HST
 - b. Set up and manage all aspects of the back end of student registration in Pathways
 - c. Create and maintain PFT Data Collection spreadsheet
 - d. Prepare and upload data sheets to school PFT portal
 - e. Provide sample parent information and communication including location master list
- D. CAASPP
- a. Train and provide sample emails for School Testing staff to communicate with School staff regarding:

- i. Test window
 - ii. Test locations/dates for each region
 - iii. Enrollment numbers/size of test locations
 - iv. Assist with proof of liability insurance when needed
 - v. Monitor payment for locations when needed
 - vi. Flyers for test locations
 - vii. HST instructions for student registration
 - viii. Follow-up on student registration (which HSTs still need to register students)
 - ix. Proctor assignments
 - x. Test participation by HST (during the testing window; which teachers have students who still need to complete testing)
- b. Enter instructional calendar and set up test window for each LEA in TOMS
 - c. Set up and manage all aspects of the back end of student registration in Pathways
 - d. Work with SPED and Student Support departments to ensure that all students have accurate accommodations and that they are properly implemented at test locations
 - e. Upload student accommodations and designated supports into TOMS
 - f. Generate reports for Not-tested and Expiring Tests
 - g. Process opt-outs internally and in TOMS
 - h. Work with Tech department to ensure adequate equipment is available for all schools
 - i. Track and manage computer and router numbers
 - j. Hold training meetings for School Testing Staff
 - k. Provide location master list
 - l. Monitor security affidavits in TOMS
 - m. Produce teacher trainings and support documents on various topics, including but not limited to:
 - i. Talking points for families
 - ii. Designated supports and how to enter them
 - iii. Test security
 - iv. Proctoring

- v. Checking student demographics and test settings (designated supports) in TOMS
- n. Provide support to all test locations and teachers throughout the window, including but not limited to:
 - i. Basic tech troubleshooting
 - ii. Student login issues

17. Accounts Payable Invoice Processing

- A. Smartsheet management
- B. Invoice routing
- C. Audit compliance

18. Vendor Invoicing and Onboarding

- A. Vendor invoicing
 - a. Enrichment Certificate reconciliation/adjustments
 - b. Liaison between Accounts Payable and vendors, and teachers and families when issues arise
- B. Vendor onboarding
- C. Manage Vendor Portal (Maintain vendor supporting document including insurance and W-9s)

Attachment B

Mark	Class	Goods/Services	Reg. No.	Reg. Date
	41	Educational services in the nature of charter schools	5467904	May 15, 2018
INSPIRE CHARTER SCHOOLS	41	Educational services in the nature of charter schools	5467903	May 15, 2018
INSPIRATION STATION	41	Providing a website featuring blogs and non-downloadable publications in the nature of articles in the field of homeschooling and education	5545765	Aug. 21, 2018