

**EDUCATION AND SUPPORT SERVICES AGREEMENT
BETWEEN INSPIRE DISTRICT OFFICE
AND PACIFIC COAST ACADEMY**

This Education and Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2019 (“**Effective Date**”) by and between Provenance, (doing business as Inspire District Office), a California nonprofit public benefit corporation (“**IDO**”) and Pacific Coast Academy, a public charter school organized as a California nonprofit public benefit corporation (“**School**”). IDO and School may each be referred to herein as a “**Party**” or collectively as the “**Parties**” to this Agreement.

WHEREAS, IDO, 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 doing business under the trade-name of Inspire (collectively the “Inspire Charter Schools”) and using the business methods and proprietary goods and services developed by IDO and by Inspire-model schools, and implementing the ethos of Inspire schools to provide high quality learning opportunities through a Personalized Learning Model, partnering with parents and embracing homeschooling within the framework of a public charter school.;

WHEREAS, School is authorized by Dehesa Elementary School District (“**District**”) to operate a California charter school for a term of five (5) years, from July 1, 2017 through June 30, 2022, pursuant to a petition granted by District dated April, 20 2017 (“**Charter**”).

WHEREAS, the Charter provides that the School will implement the Inspire independent study model and may contract for educational and administrative support services;

WHEREAS, subject to the terms and conditions contained in this Agreement, School now desires to contract with IDO for educational and administrative 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 IDO 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, IDO 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 IDO, 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 IDO 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. School shall pay for an annual audit of School to be conducted in compliance with California law and regulations. The annual audit shall be performed by an independent certified public accountant selected and retained by the governing body of the School.

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

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

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

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

d. IDO 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 IDO shall otherwise comply with that statute.

3. Services Provided by IDO. During the term of this Agreement, IDO shall provide to School the services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the “**Services**”). IDO 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. IDO reserves the right to sub-contract with a third party for the provision of any 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 IDO 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, 2019 and continue through June 30, 2024. This Agreement may be renewed for consecutive terms upon mutual written agreement of the Parties.

5. Annual Fee. As compensation for the Services, School shall pay IDO an annual fee of fifteen percent (15 %) (3.5% allocated to operational/administrative services and, 11.5% to licensing the Inspire IP described in Attachment B, including the provision of supporting educational goods and services) of the School’s annual **Revenues**. For purposes of this Agreement, Revenues shall mean the amount received in the current fiscal year from all revenue sources, notwithstanding, the school shall keep all restricted revenue sources to be used according to the requirements of the grantor.

a. Beginning July 1, 2018, the annual fee shall be paid by **SCHOOL** to **IDO** in twelve (12) monthly installments per year with each monthly payment being due no later than the tenth (10th) day of each month in which a payment is due. The amount of each monthly installment shall be based upon **SCHOOL**’s current school year budgeted **Revenue**.

b. 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 made based upon **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**, IDO 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 **IDO** within thirty (30) days of the end of the fiscal year.

c. In the event this Agreement is renewed, the annual fee shall be reviewed and renegotiated by the Parties.

6. Costs. In addition to the annual fee, School shall reimburse IDO 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 (e.g. 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 (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 IDO at the request of or on behalf of the School. However, no costs will be owed for services provided by subcontractors, such as Charter Impact [or legal counsel?]

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

b. Marketing and development costs charged to School shall be limited to those costs specific to the School program, and shall not include any costs for the marketing of the Inspire brand or development of IDO goods, services or intellectual property.

c. All reimbursable costs of IDO charged to School shall be itemized on IDO 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, IDO 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 5th 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 IDO, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for IDO to provide the Services under this Agreement. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with IDO to facilitate IDO's effective performance and delivery of the Services.

9. Conflicts of Interest. School and IDO recognize that it is important that School be assured that IDO staff acts at all times with integrity. School has adopted a conflict of interest code under the California Political Reform Act. IDO acknowledges that School may require certain IDO staff to file annual financial interest disclosures as consultants under that code and abide by the disclosure and disqualification provisions of that Act. IDO 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. IDO grants School a non-exclusive, non-transferable irrevocable, United States limited license to use, display and print graphic images of the Inspire IP in connection with School's operation of the Charter. The Inspire IP is described in Attachment B and may include copyrights, patents, trademarks, technology, and intellectual property of every kind (the "***Inspire IP***"). The Parties acknowledge that IDO has extensively invested in developing and improving the Inspire 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, IDO 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 Inspire IP in IDO and shall do nothing inconsistent with such ownership. School acknowledges that all use of the Inspire IP shall inure to the benefit of and be on behalf of IDO. School acknowledges that nothing in this Agreement shall give School any right, title, or interest in and to the Inspire 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 Inspire IP in any manner that would

diminish their value or harm the reputation of IDO or any other Inspire organization. The nature and quality of all services rendered by School in connection with the Inspire IP, all goods sold by School under the Inspire IP, and all related advertising, promotional and other related uses of the Inspire IP by School shall conform to standards set by and be under the control of IDO.

c. School agrees that School will not frame, copy, or feature any trademarks, logos, content from IDO's websites or marketing materials at any website owned or controlled by School without IDO'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 Inspire 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 IDO's ownership, use, registration, or enforcement of its Inspire IP.

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

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

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

i. Infringement Proceedings. School shall promptly inform IDO of any infringements or other violations of the Inspire IP. IDO 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 IDO decides to take: (a) School will reasonably cooperate with and assist IDO; (b) IDO shall bear all costs, attorney's fees, and expenses; and (c) IDO shall receive and retain all monetary awards, judgments, damages, and settlement proceeds. If IDO decides not to take any action against an infringement or other violation of the Inspire IP, IDO will notify School of its decision, at which time School may request IDO's permission for School to take action, including litigation. If IDO permits School to take action: (a) IDO will reasonably cooperate with and assist School; (b) School will bear all costs, attorney's fees, and expenses; (c) School will obtain IDO'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, ISO 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 IDO 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 School's physical location. Records shall also be made available to School electronically on IDO's software platforms, when such platforms exist.

d. The finance and other records of the School maintained by IDO shall be made available 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. IDO 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. IDO is a "third party" which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. IDO 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 IDO 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. IDO 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. IDO shall protect the pupil

records it receives from or on behalf of School no less rigorously than it protects its own Confidential Information. IDO will designate and train responsible individuals to ensure the security and confidentiality of pupil records. IDO 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, IDO 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. IDO 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, IDO 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.

d. IDO 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.

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

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

g. Cyber Liability Insurance and Indemnity. IDO 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.

h. IDO 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 IDO, 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 IDO as an additional insured under all School's policies.

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

14. Termination.

a. Either Party may terminate this Agreement 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.

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 School and IDO 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:

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

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

iii. School shall cease all use of the Inspire IP, as described in Attachment B, as soon as reasonably practicable, but in no event later than 180 days or the end of the then current School fiscal year.

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

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.

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 IDO:

Email: _dr.jayne.gray@gmail.com

To School:

Email: karrajgordon@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 IDO at any time, and shall be brought to the governing bodies of School and IDO 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 IDO, 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 IDO 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, dba, Inspire District Office, a
California nonprofit public benefit corporation

By: _____
Name: Dr. Jayne Gray
Its: Board President
Date: _____, 2019

Pacific Coast Academy, a California nonprofit
public benefit corporation and charter school

By: _____
Name: Karra Gordon
Its: Board President
Date: _____, 2019

**ATTACHMENT A
DESCRIPTION OF IDO SERVICES**

1. Public Relations and IP. **IDO** shall provide public relations services to **SCHOOL**, as determined by further mutual agreement of the **Parties**, in order to advance the shared mission of **IDO** and **SCHOOL** as set forth above in the recitals to this **Agreement**. **SCHOOL** may provide **IDO** a non-exclusive, limited license to use those Inspire **Marks** or any other Inspire intellectual property as may be owned or under license to **SCHOOL**, as may be requested by **IDO** from time to time, whether registered or unregistered, whether subject to application or not (the “**Inspire IP**”). Without limitation, and subject to the direction of **SCHOOL**, **IDO** shall be available to represent School on all matters relating to public relations and public information, including, without limitation, preparing press releases on topics relating to the shared mission of **IDO** and **SCHOOL**, subject to approval of School’s Board or designated representative.

2. Financial Services (Accounting, Bookkeeping, Payroll, Procurement, and other Financial Functions). Subject to the terms of this **Agreement**, the budget approved by Board of School and approval by School’s designated representative, **IDO** shall be responsible and accountable for:

A. Preparation and submission to School and, as required by law, all required *State* financial reports, including but not limited to annual audited financial reports, annual budgets, 1st and 2nd Interims, unaudited actual reporting, P1 and P2 reporting, non-classroom based funding determinations when applicable, annual LCAP spending reporting, as well as providing monthly financial statements to the Board of School;

B. Coordination and processing of payments of SCHOOL’s expenditures:

a. Management of cash balances to cover SCHOOL’s payroll and payments to vendors, pursuant to School policy;

b. Coordination and processing of SCHOOL’s payroll and tax reporting and other filings in accordance with the specific procedures and guidelines as designated and updated from time to time by SCHOOL personnel;

c. Coordination and management of the annual independent audit of SCHOOL. The cost of the audit will be the sole expense of SCHOOL.

d. Assistance with Western Association of Schools and Colleges (WASC) financial reviews, when applicable.

e. Coordination and management of all facility, vehicle and equipment leasing agreements, including holding title or leasehold on behalf of School, with School’s consent;

f. Assistance and monitoring of spending and general administration of grant funding in compliance with specific terms and conditions of said grants and participation in any audits related thereto; and,

g. Identification and management of external financing, as needed.

h. Recommending, negotiating and managing leases as approved by the Board.

C. Subcontracting. IDO may subcontract with Charter Impact or other backoffice service provider to provide any of these services, with consent of School provided that no such subcontract permitted hereunder shall relieve or discharge IDO from any obligation or liability under this Agreement

and provided that no such subcontract permitted hereunder shall constitute a majority of IDO's duties under this Agreement..

3. Board Facilitation. IDO shall coordinate the scheduling of and documentation of meetings of the *Board*, including the preparation of agendas, preparation of minutes per Board policy. IDO will coordinate annual *Board* member training to include training in *SCHOOL* protocols, best practices and legal updates, including any training required by the Charter.

4. Strategic Planning and Implementation. IDO will support *SCHOOL* in the development of key long term goals for *SCHOOL* in meeting its academic, funding, reporting, accountability, growth requirements, development and preparation of charter renewals, material charter modifications and other changes to School's charter, as needed or directed by the Board of School.

5. SCHOOL Policies. IDO shall ensure ready access to *SCHOOL* policies by all personnel, including, policies, rules, regulations, procedures, personnel, and budget. For the avoidance of doubt, *SCHOOL* retains sole and complete control over the foregoing policies.

6. Human Capital Management. Under the supervision and direction of School, and subject to the authority of the Board and School management to employ, discipline or dismiss all persons employed by School:

A. IDO shall support School's management and Board in recruiting, screening and recommending certificated and non- certificated individuals for employment by SCHOOL;

B. IDO shall also provide pre-employment screening services, verify, check and monitor credentials for certificated staff;

C. IDO shall coordinate and administer health, life and retirement benefits for SCHOOL employees, including certificated and non-certificated staff provided by SCHOOL and as approved by the Board and its designated representative;

D. IDO will support the provision of School's new hire employee orientation, training; onboarding (at the time of hiring) and off-boarding (upon termination). IDO will also coordinate the provision of all State and federally mandated training to SCHOOL employees;

E. IDO will track leave of absence benefits (including time off, sick days and other leaves) and monitor and provide information on the handling employee work-related injuries in coordination with School's workers compensation provider pursuant to School policies and subject to School direction

F. IDO will maintain and recommend revisions to School's employment policies and employee handbook.

7. Risk Management. IDO shall facilitate the School's selection and maintenance of insurance coverages for School, in amounts that are no less than the minimum levels set by SCHOOL, or mandated by its Charter or applicable law. However, IDO shall not act as, or receive any compensation as broker for insurance, including any liability, casualty, property, directors' and officers' liability or workers compensation coverages.

8. Files and Records. IDO shall maintain custody and provide ready access to all School files and records relating to the Services. IDO acknowledges that all records, data, communications, and other

property of *SCHOOL* entrusted or loaned to *IDO* during the term of this *Agreement* are *SCHOOL*'s property and *IDO* agrees to return any such material to *SCHOOL* immediately upon the termination of this Agreement. *IDO* shall support School's responses to requests for records, including Public Records Act requests, at the direction of School.

9. Reporting Requirements to the Board. *IDO* shall provide to the *Board* an annual year-end report and more frequently as the *Board* shall reasonably request summarizing the services and financial support provided, any changes to *IDO*'s governing documents, and a copy of its Form 990.

10. Educational Services

A. Educational Program: *IDO* will work in collaboration with *SCHOOL* on development and implementation of the Inspire educational model licensed and provided to *SCHOOL*. *IDO* will work with *SCHOOL* to effectuate any necessary changes to the educational program requested by School or mandated by law, recognizing that essential principle of this educational model is its flexibility, adaptability and capacity to change in the interest of continuous improvement of efficiency.

B. Professional Development: *IDO* will provide the resources and plans to the *SCHOOL* staff to enhance their effectiveness in delivering the Inspire educational program, and to help the School's students master educational standards established by the State of California, including training manuals and courses such as Zoom, PLC templates, CPACE, and Fresno Pacific, and guidance on achievement goals and reporting under LCAP, SARC and CSI.

C. Testing and Assessments: *IDO* will assist *SCHOOL* in the administration of all *State* required testing and other State mandated assessments, including a series of assessments designed to gauge the Student's mastery of core concepts and readiness for the State of California's mandated standardized testing, including identifying and securing testing sites approved by School;

D. Student Records Support: *IDO* will maintain and support School's access to and response to requests for *SCHOOL*'s Student Records in accordance with state, local and federal requirements.

E. Technology: *IDO* will provide a comprehensive Computer Technology and IT infrastructure solution to *SCHOOL* and its employees which shall include procuring, imaging, delivering, repairing, replacing, warehousing and collection of such Computer Technology, as well as other related comprehensive logistical support services required for delivery of the Inspire educational program licensed to School.

F. Meeting the need of Special Needs Students: *IDO* will support *SCHOOL*'s employees in the development of Special Education Protocols and educational materials for the provision of Special Education Services, consistent with the requirements and policies of the Special Education Local Plan Area (SELPA) in which School participates. *IDO* will assist school in identifying and procuring qualified service providers for students with special education needs. *SCHOOL* personnel, together with SELPA and Authorizer representatives, consistent with any agreements which may be in place, shall be responsible for developing an Individualized Education Program ("IEP") for students with identified special needs. All service provider costs will be the sole responsibility of *SCHOOL*.

G. Instructional Materials: **IDO** shall develop curriculum and coordinate the purchase of the curriculum and instructional materials to be used by **SCHOOL**, as approved by the Board, in order to offer interesting and challenging curricula for the purpose of allowing students to progress as quickly as their capabilities will allow. Materials shall be designed in a language and format that are readily accessible, and students will be allowed to complete course work at their own pace, as the program will be formulated based on the School's initial assessment of the student's skill levels in reading, math and other core courses. School staff and students will also be provided access by IDO to library materials stored, maintained for the use of Inspire schools served by IDO. IDO will track and coordinate inter-School library materials loans. **SCHOOL** will be responsible for all Board-approved curriculum and instructional material costs. **IDO** shall retain all ownership and copyrights to any curricular material created by **IDO** for the use by **SCHOOL**.

H. Enrichment Services: IDO will maintain a system for ordering and providing risk management review and tracking of vendor contracts and their compliance with School policies, and coordinating Schools' teachers' selection, approval and provision and registration for selected enrichment services and organization of field trips for students.


11. Marketing/Branding: **IDO** will provide **SCHOOL** the design of all Inspire-branded materials, including promo items, website design, collateral, wearables, print assets including tri-fold brochures, rack cards, newsletters, event fliers, graduation programs, and more, based upon the Board-approved budget and policies. **IDO** will establish brand and communication strategies across all channels and promote the brand. **IDO** will maintain the **SCHOOL** public website that will contain any information required by **SCHOOL** and applicable state law. **IDO** will review and provide a periodic report to School of all social media properties, which may include Facebook, Twitter, Instagram, and LinkedIn and provide refinements to increase traffic. **IDO** will coordinate and manage all School-approved third party vendors on behalf of **SCHOOL**. **SCHOOL** will be solely responsible for those third party vendor costs.

12. Community Relationships: **IDO** shall coordinate **SCHOOL**'s community relationships, including with local non-profits, governmental agencies, local businesses and higher education institutions in concert with the Board.

13. Student Enrollment and Information: **IDO** will provide and maintain School's enrollment system portal, and serve as the liaison between **SCHOOL** and the Student Information System Provider; perform quality data tracking, including but not limited to student data such as attendance, performance, etc.; and, shall coordinate and manage school data as the technology system is developed and maintained. **IDO** shall prepare and submit all required State reporting regarding student demographics, etc. **IDO** will provide periodic reports on student performance, and assessments of whether educational goals and measurements are being achieved.

14. School Calendar: To the extent necessary or requested by **SCHOOL**, and consistent with the School's charter and policies, **IDO** will assist with the development of calendars suitable for **SCHOOL**'s purposes, including for funding qualification and maximization.

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