



CSDC Membership Agreement

Version 2023-07-27

Parties to Agreement: This is an agreement by and between the Charter Schools Development Center, hereinafter referred to as “CSDC,” and the organization that has been granted and fully paid for a term of CSDC membership, hereinafter referred to as “Member Organization.”

Types of Membership, Eligibility, and Rates: To support the different types of organizations working within the California charter school sector, CSDC has created numerous membership types, each possessing different eligibility requirements and benefits.

The Member Organization agrees that it meets the definition as specified below for the type of membership granted to the Member Organization by CSDC:

- **Charter School:** Intended for an organization that is itself an active California charter school and that has no formal relationship with any other California charter school, where “formal relationship” might include shared leadership, governance, and/or legal structure.
 - The annual rate for a Member Organization of type “Charter School” is \$3 per student enrolled, with a \$500 annual minimum.
- **Charter Management Organization (CMO):** Intended for an organization with a formal relationship with 2 or more active California charter schools, where “formal relationship” might include shared leadership, governance, and/or legal structure.
 - The Member Organization agrees that the enrollments of each of its active California charter schools must be included in the calculation of its membership dues and understands that CSDC cannot grant membership to individual school sites and/or personnel within a broader charter management organization.
 - The annual rate for a Member Organization of type “Charter Management Organization (CMO)” is \$3 per student enrolled, with a \$2,000 annual minimum.
- **Authorizer:** Intended for California district and county offices of education that oversee the chartering terms of 1 or more active California charter schools.
 - The Member Organization agrees that only its employed staff have access to membership benefits and agrees not to share, disseminate, or provide access to benefits to the personnel of the California charter schools it oversees and/or vendors, consultants, or suppliers with which it currently (or prospectively) contracts.
 - The annual rate for a Member Organization of type “Authorizer” is \$1,000 for the authorizer and first charter authorized, plus \$100 for each additional charter school authorized.

Term: Unless otherwise agreed by both parties, a standard membership term shall begin upon receipt of the Member Organization's completed membership form and payment in full and remain active for 365 days. This agreement may be terminated by either party prior to the end of its term, upon thirty (30) days of written notice. In face of cancellation, the Member Organization shall be liable for any costs incurred prior to the cancellation.

Benefits Received: The parties mutually agree that CSDC will provide the following services to assist the Member Organization in the development, operation, and oversight of their charter school(s):

(1) Regular email updates analyzing major fiscal, legislative, and regulatory changes affecting California charter schools.

(2) A specified number of user accounts on CSDC's website, www.chartercenter.org, with permissions to access password-protected resources and tools pertaining to charter school leadership, management, and operations.

"User" is defined here as an active employee of the Member Organization who consents to providing CSDC with their email address and using their email address for the purposes of establishing a distinct username. A user may not create more than one user account.

CSDC retains the right to reassign or deactivate a user account at its discretion, without notice, and for any reason, including in the event a user is suspected or known to have ceased employment with the Member Organization.

All resources and tools accessed on CSDC's website are subject to the limited nonexclusive license provision of this agreement.

Depending on membership type, the following user accounts may be provisioned for the Member Organization:

- *Charter School:* Up to 10 user accounts
- *Charter Management Organization (CMO):* Up to 10 user accounts per active California charter school
- *Authorizer:* Up to 10 user accounts

(3) Access to a limited number of hours of "Technical Assistance" hours (hereinafter referred to as "TA"), during which CSDC's charter school specialists may address the Member Organization's specific questions regarding charter school operations and management via phone or email.

TA may not be used for detailed document reviews, legislative representation or advocacy, appearance as an expert witness, direct collect bargaining assistance, or the providing of depositions or declarations for legal issues.

The Member Organization understands that TA inquiries are typically resolved 2-3 business days and that complex and/or specialized TA requests may take longer to resolve or may require a consulting agreement and entail additional costs. Member Organization agrees that CSDC may not be able to answer every TA inquiry and resultingly not all TA inquiries may be fully resolved.

Member Organization may not exceed 5 hours of TA per calendar year (365 days). This agrees limit may be prorated as necessary where a membership term is less than 365 days. Member Organization agrees that time counted towards this limit resets at the beginning of each new membership term and that underutilized time may not be applied to a subsequent membership term and/or other CSDC offering or service.

(4) Access to special rates and discounts on CSDC leadership trainings and events. The Member Organization understands that these discounts may not be automatically applied at point of sale and that its registrants may be required to proactively ascertain, select, and/or apply the relevant discount code or rate.

(5) Access to periodic, members-only webinars on critical charter school policy, fiscal, governance, and accountability matters.

(6) Advocacy on behalf of the charter school movement at both the state and federal level.

Independent Contractor Relationship: Both parties agree that CSDC, while performing the duties under this contract, is an independent contractor. This agreement is not intended to, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture, or any other relationship other than independent contractor. CSDC shall be free to provide similar services to other member and/or non-members.

Limited Nonexclusive License: CSDC grants to member a limited, non-exclusive license to utilize Charter Currents, as well as documents, templates and samples created by CSDC and provided to member for the development, operation, and oversight of member's charter school. Member agrees not to copy or otherwise distribute, in any form, these documents to other schools, consultants, school development groups, or other entities or individuals without express written permission by CSDC. CSDC retains the copyright to all of these documents.

No Verbal Modifications: This agreement is the full and complete agreement between the parties. Nothing other than items agreed to in this document have been agreed upon by the parties. No verbal modifications, additions to, or deletions from this agreement shall be permitted.