

Orinda Network for Education Operating Agreement

This Orinda Network for Education Agreement (this “**Agreement**”) is entered into by and among the Del Rey Parents’ Club (“**DRPC**”), the Glorietta Parents’ Club (“**GPC**”), the Orinda Intermediate School Parents’ Club (“**OISPC**”), the Miramonte High School Parents’ Club (“**MHSPC**”), the Sleepy Hollow Parents’ Club (“**SHPC**”) and the Wagner Ranch Parents’ Club (“**WRPC**”) and is effective as of July 1, 2024 (the “**Effective Date**”). Each are a “**Party**” and collectively the “**Parties**” to this Agreement.

WHEREAS, the Parties each are non-profit organizations that raise funds for the support of public education in Orinda at the Orinda Schools;

WHEREAS, the Parties previously entered into an operating agreement on March 4, 2020 establishing Orinda Network for Education (“**ONE**”) generally describing how the Parties could will work together to fundraise for Orinda Schools;

NOW THEREFORE, the Parties agree as follows.

1. Background, Scope and Intent of this Agreement.

The Parties have successfully collaborated with each other over the last several years as ONE, increasing total fundraising dollars and building out a professional staff to support all Orinda fundraising efforts. Over time, it has become apparent that some of the policies and operational systems outlined in the original Operating Agreement need to be changed or discarded in order to increase operational efficiency and better match the current ONE operational systems and policies.

ONE will continue to be governed by a board consisting of representatives from each of the Parents’ Clubs and members of the Orinda community. ONE will also maintain an advisory board to maintain close ties with OUSD, AUHSD, the City of Orinda, and other leaders of Orinda’s active civic, volunteer and philanthropic communities. ONE will continue to employ full and part time professional staff to assist Parents’ Clubs with fundraising, manage the administration of funds and engage in direct fundraising efforts with high net worth donors, the Orinda community, potential corporate donors and foundations that may make grants to ONE.

ONE’s primary goal continues to be the growth of its endowment fund, or a substantial base of funds functioning as an endowment, comprised of ONE’s FFE “Funds Functioning as an Endowment” and a contribution of reserves from all of the participating Parents’ Club, so that all Orinda Schools can benefit from greater growth of those funds, including potentially higher returns that come from professional investment of an increased capital base.

This Agreement is intended to serve as an operating agreement to govern and provide guidance for the relationship between and among the different Parents’ Clubs and ONE.

2. Definitions.

- 2.1. “**Annual Grant Request**” has the meaning given to the term in Section 7.8.
- 2.2. “**Applicable Laws**” means all governmental laws, ordinances, codes, rules, regulations, and orders applicable to non-profit organizations raising funds for public schools in Orinda, including without limitation laws and regulations regulating organizations exempt from federal income tax under section 501(c)(3) of Title 26 of the United States Code.
- 2.3. “**AUHSD**” means that Acalanes Union High School District and any successor entity to it.
- 2.4. “**Baseline Reserve Requirement**” has the meaning given to that term in Section 10.3.1.
- 2.5. “**Budget Completion Date**” has the meaning given to the term in Section 7.1.
- 2.6. “**Confidential Information**” means any confidential or proprietary information disclosed or made available by one Party (the “**Discloser**”) to the other Party (the “**Recipient**”) that is (a) marked “confidential” or “proprietary” before its disclosure; (b) orally disclosed by Discloser to Recipient, if it

is identified as confidential by Discloser at the time of its disclosure and if, within thirty (30) days after disclosure, Discloser delivers to Recipient a written document describing such Confidential Information in detail; or (c) would reasonably be understood to be of a confidential nature, given the circumstances surrounding the disclosure and nature of the information. Confidential Information automatically includes Donor Data. Notwithstanding the foregoing, Confidential Information does not include any information that Recipient can demonstrate (a) was publicly available at the time of disclosure, or later became publicly available through no act or omission of Recipient; (b) was already in Recipient's possession at the time of disclosure; (c) was rightfully received by Recipient from a Third Party without any obligation of confidentiality; or (d) was independently developed by or for Recipient without use of Discloser's Confidential Information.

- 2.7. **"Data Laws"** means any laws applicable to the collection, storage or processing of Personal Data by a non-profit organization operating in California.
- 2.8. **"Donor Data"** means any and all information associated with a donation or matching grant made to ONE or a Parents' Club, including without limitation Personal Data, all financial information (e.g., amount of donations, frequency of donations and payment information), and whether or not the donor wishes to be publicly acknowledged. Donor Data does not include aggregate, anonymized information such as total donations raised or campaign participation rates, even when such information is identified by such non-personally identifiable factors such as school or grade year.
- 2.9. **"Emergency Loan"** has the meaning given to the term in Section 8.1.4.
- 2.10. **"FFE"** means funds functioning as an endowment. If ONE adopts a full endowment model in addition to or in lieu of FFE, then the references to FFE in this Agreement will also mean all ONE endowments that are not use-restricted.
- 2.11. **"Funding Requirement"** has the meanings given to the term in Section 7.5, 7.6 and 7.7.
- 2.12. **"Funding Year"** means the time period between and including July 1 of one calendar year and June 30 of the following calendar year for which an Annual Grant Request has been approved by ONE.
- 2.13. **"Fundraising Account"** has the meaning given that term in Section 9.1.
- 2.14. **"Fundraising Ask"** has the meaning given to the term in Section 5.1.1.
- 2.15. **"Maximum Reserves Amount"** has the meaning given to the term in Section 10.6.
- 2.16. **"ONE Articles"** means the amended articles of incorporation, attached as Appendix 1.
- 2.17. **"ONE Board"** means the board of directors of ONE.
- 2.18. **"ONE Bylaws"** means the bylaws of ONE, attached as Appendix 2,
- 2.19. **"Operating Budget"** means the budget approved by a Parents' Club for operations in a school year that includes funding for School District Payments and that club's general operating expenses.
- 2.20. **"Operating Revenue"** means revenue received by a Parents' Club through the provision or sale of goods or services.
- 2.21. **"Orinda Schools"** means Del Rey Elementary School, Glorietta Elementary School, Orinda Intermediate School, Miramonte High School, Sleepy Hollow Elementary School and/or Wagner Ranch Elementary School, individually or collectively as context requires.
- 2.22. **"OUSD"** means the Orinda Union School District and any successor entity to it.
- 2.23. **"Parents' Club(s)"** means DRPC, GPC, OISPC, MHSPC, SHPC and/or WRPC, individually or collectively as context requires.
- 2.24. **"PC Donations"** means donations solicited by Parents' Clubs to meet their Operating Budgets, whether by annual fund campaigns, auctions, or any other means.

- 2.25. “**Personal Data**” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 2.26. “**Processing**” means processing or other actions taken with regard to Personal Data as described in applicable Data Laws.
- 2.27. “**Reserve Account**” means a separate numeric account maintained in the ONE Endowment to hold reserve funds for a Parents’ Club as described in Section 9.1.
- 2.28. “**School District Grant Payment(s)**” means the amount that any Parents’ Club or ONE, acting on behalf of one or more Parents’ Clubs, is obligated to pay either OUSD or AUHSD in any school year based on that Parents’ Club’s or ONE’s written grant agreement with the applicable school district.
- 2.29. “**Special Project**” and “**Special Project Funds**” have the meaning given those terms in Section 5.6.
- 2.30. “**Special Project Account**” has the meaning given to that term in Section 9.1.
- 2.31. “**Special Project Grant Request**” has the meaning given to that term in Section 7.12.
- 2.32. “**Supermajority Vote**” means a vote of (a) a majority of the directors of the ONE Board that were selected by Parents’ Clubs, and (b) a majority of all the ONE directors then in office.
- 2.33. “**Term,**” “**Initial Term**” and “**Renewal Term**” all have the meaning given to those terms in Section 13.1.
- 2.34. “**Termination by Agreement**” has the meaning given to the term in Section 13.5.
- 2.35. “**Third Party**” means any entity that is not a Party to this Agreement and/or any person who is not employed by or an officer of a Party to this Agreement.
- 2.36. “**Total PC Reserve Balance**” has the meaning given to the term in section 10.2.1.

3. Governance.

- 3.1. Parents Club Approvals of ONE Governing Documents. Each Party represents and warrants that:
 - 3.1.1. the Party’s board of directors or members reviewed the ONE Articles and the ONE Bylaws; and
 - 3.1.2. the Party’s board of directors or members approved creation of ONE, subject to the ONE Articles; and
 - 3.1.3. the Party’s board of directors or members approved creation of ONE, subject to the ONE Bylaws, and
 - 3.1.4. the Party’s board of directors or members approved the Party’s participation in ONE as described in the ONE Articles and ONE Bylaws,
 - 3.1.5. all in a manner complying with the Party’s own articles of incorporation and bylaws.

4. Independent Entities; Joint Cooperation.

- 4.1. Independent Entities. The Parties to this Agreement are independent entities and independent of each other. This Agreement is not intended to and does not create any relationship of partnership, joint venture, employment, franchise or agency between the Parties. No Party will have the power to bind any other Party or incur obligations on any other Party’s behalf. No Party is responsible for or has any authority over the Operating Budget or operations of any other Party. Each Party is solely liable for its own Operating Budget and operations and has no liability for any other Party’s Operating Budget or

operations. Except as expressly set forth in this Agreement, no Party has any obligation to raise funds for or to fund any other Party's Operating Budget or Annual Grant Request.

4.2. General Cooperation. Subject to Section 4.1:

- 4.2.1. The Parties will make reasonable, good-faith efforts to share best practices for budgeting, fundraising and operations.
- 4.2.2. The Parties will make reasonable, good-faith efforts to promote ONE and all fundraising efforts described in this Agreement.
- 4.2.3. The Parents' Clubs affiliated with schools that are part of OUSD will make reasonable, good-faith efforts to work together when negotiating with OUSD for funding to be granted to OUSD.
- 4.2.4. MHSPC will make reasonable, good-faith efforts to work together with other high schools in AUHSD when negotiating with AUHSD for funding to be granted to AUHSD.

4.3. Joint Reviews. The Parties will meet together at least twice every Funding Year to discuss issues including the progress of school fundraising campaigns, marketing plans, budgets, interactions between the Parents' Clubs and ONE Orinda, best practices, future plans and other relevant issues.

5. Fundraising

5.1. Fundraising Generally. Each Parents' Club is responsible for fundraising on behalf of ONE to meet that club's Funding Requirement from families with one or more students enrolled at the Orinda School affiliated with that Parents' Club.

5.1.1. *Fundraising Ask.* Working in collaboration with ONE, its school administration, and OUSD or AUHSD, as applicable, each Parents' Club will determine, for each school year, the total per student donation amount that it will ask families to donate to meet its Funding Requirement for that school year (the "**Fundraising Ask**"). The DRPC, GPC, SHPC and WRPC will cooperate with one another and make reasonable efforts to establish Fundraising Asks that do not vary significantly from school to school.

5.1.2. *Fundraising Methods.* Each Parents' Club will determine the method(s) (e.g., annual fund campaign, auction, walkathon) that it will use to raise funds to meet its Funding Requirement.

5.1.3. *Collection and Flow of Funds.* Each Parents' Club will organize its fundraising so that Annual Fundraising Ask Donations will be made directly to ONE for the benefit of the Parents' Club that solicited the donation. Operating Revenue, if any, will be collected and retained by the Parents' Club generating that revenue. Each Parents' Club can solicit and collect donations through any means selected by that Parents' Club; however (i) each electronically collected donation must be routed directly to an account designated by ONE, and (ii) each check must be written in favor of "Orinda Network for Education" or "ONE". Solicited checks should identify the school raising the funds in the check's information line or be otherwise identified by the Parents' Club collecting the check as being properly allocated to that Parents' Club. If a Parents' Club chooses a fundraising method that is not conducive to collecting donations through ONE (i.e. an auction or walk-a-thon), the Parents' Club will grant these donations to ONE before the end of the fiscal year for the purpose of fulfilling its Annual Funding Requirement. Nothing in this section or elsewhere in this Agreement is intended to restrict the ability of any Party to accept a non-cash donation of value, e.g., stocks, art, real estate, etc. that would be made to ONE.

5.1.4. *Eventual Collection and Flow of Funds.* The Parents' Clubs and ONE Orinda will continue to work together to determine the feasibility and efficiency of having all donations collected and managed directly by a single system operated by ONE.

- 5.2. Fundraising by ONE.** ONE will serve as a resource for Parents' Clubs and engage in its own direct fundraising for Orinda Schools. In fulfilling those roles, ONE will use its best efforts to (a) assist Parents' Clubs as reasonably requested to fundraise from school families; (b) raise funds from the general Orinda community directly, through community fundraising events or by any other means; (c) raise funds from corporate donations; (d) raise funds from available government, private foundation or corporate grants, if any; (e) raise funds for special projects (e.g., the Wagner Ranch Nature Area); and (f) develop fundraising plans for Orinda School alumni, among other efforts. ONE may seek restricted or unrestricted funds, and nothing in this section is intended to limit the scope of ONE fundraising.
- 5.2.1. *Flow of Funds.*** Funds raised directly by ONE (e.g., as described in Section 5.2 (b) – (d)) will be held by ONE for ONE operating expenses and FFE or, if one is established, a general endowment unless the source of such funds requires that the funds be restricted for a specific purpose or to a specific school.
- 5.3. Tax Receipts.** ONE will be responsible for providing its donors with legally compliant tax receipts.. Each tax receipt will provide ONE Orinda's tax identification number. ONE is not responsible for providing tax receipts for donations made directly to a Parents Club.
- 5.4. Matching Fund and Institutional Remittances.** ONE will both encourage and assist all donors that may wish to pursue a corporate match donation.
- 5.4.1.** When ONE Orinda receives a donation or a match from any institution, including, for example, donor advised funds or charitable foundations, that indicates the name of the student(s) on whose behalf the donation or match is made, ONE will allocate those funds to the Fundraising Account for the Parents' Club affiliated with the Orinda School attended by that student, as described in Section 9.1.
- 5.4.2.** If a donation or match indicates it is made on behalf of students attending different schools (e.g., two siblings, one of whom attends an elementary school and the other who attends OIS), then ONE will first attempt to allocate the funds to the appropriate Parents' Club account based on the Fundraising Asks by each Parents' Club. If the total amount of the donation or match is more than the combined Fundraising Asks of each Parents' Club, then the excess amount will be allocated to the account of each Parents' Club on a pro-rata basis. If the total amount of the donation or match is less than the combined Fundraising Ask of each Parents' Club, then the total amount will be allocated to the account of each Parents' Club on a pro-rata basis.
- 5.4.3.** If a donation or match does not indicate that it is made on behalf of any specific student, then ONE will make a good faith effort to determine the family associated with the donation or match and then allocate the donation or match to the appropriate Parents' Club(s) account(s) based on the student(s) school enrollment as described above. If, having made a good faith effort, ONE is unable to determine the family associated with the donation or match, then the resulting funds will be treated as funds raised directly by ONE as described in Section 5.2.1.
- 5.4.4.** Upon request of a Parents' Club, and to the extent legally permitted, ONE will provide that Parents' Club with access to matching gift gateways / portals so that the Parents' Club can assist with determining the students / families associated with matching gifts.
- 5.5. Misdirected Funds.** Parents Clubs all agree that Annual Fundraising Ask Donations and Corporate Matching Donations should be directed to and collected by ONE. If a Parents' Club receives an Annual Fundraising Ask or Corporate Matching Donation that is directed to it instead of ONE – e.g., a matching check made payable to the Parents' Club or ACH transfers into the Parents' Club bank account – that Parents' Club will (a) track those funds and designate them for ONE; (b) aggregate all such funds; (c) transfer all such funds to ONE at intervals to be agreed upon between ONE and the Parents' Club; and (d) inform ONE of the amount collected but not yet transferred at intervals to be agreed between those Parties. Upon receipt, ONE will designate the transferred funds into the appropriate Fundraising Account(s) for the Parents' Club transferring the funds.

5.6. Special Projects. From time to time, a Parents' Club may want to undertake a special fundraising project to fulfill a specific need for their school that would not customarily be included in that club's annual Operating Budget (a "**Special Project**"). Fundraising for Special Projects can also take place through ONE. A Parents' Club raising funds for a Special Project must still raise sufficient funds to meet its Funding Requirement, subject to this Agreement, during the time of the Special Project campaign. Donations for Special Projects ("**Special Project Funds**") should be designated as restricted funds for that project.

6. Database; Access; Personal Data and Data Security.

- 6.1. Compliance. The Parties will all comply with Data Laws at all times when performing the obligations of this Agreement, including without limitations the requirements in this Section 6. A Party will be excused from performing any obligation that conflicts with Data Laws now or in the future, but in the case of such conflicts will work in good faith with the Party(ies) to which the obligation(s) flow to find alternative methods to meet the same general intent, if any exist.
- 6.2. General. ONE will maintain, at a minimum, a database that will track Donor Data and make Donor Data available to each Parents' Club for the student(s) attending the school associated with that Parents' Club. When a student moves between Orinda Schools, ONE will make all the historical Donor Data for that student's family available to the Parents' Club for the school where the student is currently enrolled.
- 6.3. Sharing of Donor Data with ONE. Until and unless all PC Donations are processed by a single system maintained by ONE, each Parents' Club agrees to provide ONE with the Donor Data available to that Parents' Club, excluding any private financial account information. Parents' Clubs will provide all such information in any available format reasonably requested by ONE and at intervals agreed upon between each Parents' Club and ONE.
- 6.4. Sharing of Donor Data by ONE Orinda. ONE Orinda will share with or make available to any requesting Parents' Club any or all of the following: (i) Donor Data for the specific fundraising campaign being conducted by that Parents' Club; (ii) historical Donor Data for fundraising campaigns conducted by that Parents' Club; (iii) historical Donor Data for families with students currently enrolled at the Orinda School associated with that Parents' Club; provided, however, that ONE shall not share financial account information.
- 6.5. Confidentiality of Data. The Parties agree that all Donor Data is Confidential Information under this Agreement and may not be used or disclosed except for purposes of fundraising to support Orinda Schools and as otherwise provided in this Agreement.
- 6.6. No Sharing Data with Third Parties. No Party may sell or share Donor Data with any Third Party, except that the Parties may (a) publicly acknowledge donors who have granted permission to do so; (b) disclose aggregated data that cannot be used to identify specific donors; and (c) use vendors to process Donor Data as required to raise funds and/or perform the Party's obligations subject to the requirements in Section 6.8.
- 6.7. Data Retention. The Parties agree that ONE should adopt a data retention policy that recognizes the need to retain historical donation data throughout the time a family has children enrolled in Orinda Schools, the need to retain data regarding community and recurring donors, and other considerations recommended by ONE professionals, balanced with the need to respect individual data privacy, information security and compliance with Data Laws.
- 6.8. Requirements for ONE Orinda Vendors. ONE will ensure that its agreements with vendors for processing donations, processing donor information and/or storing donor information all require (a) that the vendor comply with all applicable Data Laws; (b) that the vendor will use Donor Data only as necessary to provide the services requested by ONE; (c) that the vendor will not use Donor Data for

any other purpose; (d) that the vendor will not sell, use, retain, disclose, or further collect Donor Data for the vendor's own commercial benefit; and (e) that vendor will comply with all applicable laws, rules, regulations and directives related to information security.

7. Operating Budgets, Annual Grant Requests and Funding Agreements.

- 7.1. Annual Budgets. Each Parents' Club, working together with its school's administration and OUSD or AUHSD as applicable, will create an Operating Budget for the subsequent school year by June 1st of each year. (the "**Budget Completion Date**").
- 7.2. Inclusion of Per Pupil Personnel Expenses in Elementary School Parents' Club's Operating Budget. Elementary School Parents' Club's agree to share, on a per pupil basis, the total expense of the agreed upon OUSD Personnel Positions (Music, Art, Wellness, PE, Librarians, Teachers on Special Assignment (TOSA), Instructional Aides and Extra Teaching Positions for Class Size Reduction) based on the student enrollment of each elementary school. These expenses, negotiated with OUSD by ONE, will be included in the Operating Budget of each elementary school Parents Club.
- 7.3. Inclusion of Equitable Spending Ranges for Common Site and Curriculum Expenses in Elementary School Parents' Club's Operating Budget. It is the intent of all parties that each Orinda elementary school student have access to an equitable high quality educational experience, regardless of the Orinda elementary school that he or she may attend. In order to create an equitable high quality educational experience across all Orinda elementary schools, wherein all students have access to high quality curriculum, materials and supplemental education opportunities, Elementary School Parents' Clubs will work with ONE to define equitable per student expense ranges for identified Common Site and Curriculum Expenses to be included in the Parents' Club Operating Budgets.
- 7.4. Inclusion of Per Pupil OUSD Technology Fund in all OUSD Parents' Club's Operating Budgets. Each year, all Parents' Club's will include a per pupil expense in their Operation Budgets for the OUSD Technology Fund. This amount will be agreed upon by ONE and OUSD. The purpose of the OUSD Technology Fund is to pay for all classroom technology needs across the district and is managed by the OUSD Director of Technology and Instructional Innovation.
- 7.5. Calculating a Funding Requirement - Elementary Schools. An elementary school Parents' Club's "**Funding Requirement**" for each Funding Year is equal to the sum total of (i) its Per Pupil Personnel Expenses (ii) its Common Site and Curriculum Expenses and (iii) its per pupil contribution to the OUSD Technology Fund.
- 7.6. Calculating a Funding Requirement - Orinda Intermediate School. Orinda Intermediate School Parents' Club (OIS) "**Funding Requirement**" for Funding Year is equal to the identified and agreed to OIS Personnel Expenses (Electives, Lunch Time Sports, Counselors, Librarian, Wellness, Lunch Time Sports and Programmatic Stipends) and the per pupil OUSD Technology Fund expense.
- 7.7. Calculating a Funding Requirement - Miramonte High School. Miramonte High School Parents' Club "**Funding Requirement**" for Funding Year is equal to the sum of (1) identified and agreed to Miramonte Personnel Expenses (Additional Class Sections, Wellness, Teacher on Special Assignment, College and Career Center) and (ii) identified and agreed to Programmatic Supports (Academic Supports and Supplies, Field Trips).
- 7.8. Funding Grants by ONE Orinda. On or before the Budget Completion Date each Parents' Club will submit its approved Operating Budget and request that ONE make a grant to fund its Funding Requirement. The amount requested by a Parents' Club under this Section is its "**Annual Grant Request.**"
- 7.9. Automatic Approval of Annual Grant Requests. ONE will approve a grant in the amount of any Annual Grant Request if any one of the following conditions is met:

- 7.9.1. The Operating Budget supporting the Annual Grant Request funds substantially similar activities as the previous school year's budget and is no more than five percent higher than the prior Funding Year's Funding Requirement for the Parents' Club submitting the request.
- 7.9.2. In the case of the Parents' Clubs associated with Orinda Schools in OUSD, if the increase in the Annual Grant Request as compared to the prior year's Annual Grant Request is due to documented increased costs charged by OUSD.
- 7.9.3. In the case of MHSPC, if the increase in the Annual Grant Request as compared to the prior year's Annual Grant Request is due to documented increased costs charged by AUHSD.
- 7.10. Discretionary Approval of Annual Grant Requests. If a Parents' Club's Annual Grant Request does not meet one of the automatic approval conditions set out in Section 7.9, then ONE, in its sole discretion, may either (a) approve the Annual Grant Request; (b) reject the Annual Grant Request and require that the Parents' Club resubmit an Annual Grant Request that meets at least one of the conditions in Section 7.9; or (c) approve a different Annual Grant Request amount determined by ONE to satisfy one of the conditions in Section 7.9.
- 7.11. Good Faith Effort by Parents' Clubs to raise Annual Grant Request Funds and ONE Obligation. . Parents' Clubs will use good faith, best efforts to raise the amount of the Annual Grant Request from the families with students attending the Orinda School affiliated with the Parents' Club. ONE is obligated to make required Annual Grant Request payments to OUSD or AUHSD, as applicable, on behalf of the Parents' Club and in accord with Section 9.3.1.
- 7.12. Special Project Grant Requests. If a Parents' Club wants to fund a Special Project, that club should present ONE with a separate grant request for that Special Project (a "**Special Project Grant Request**"). Each Special Project Grant Request will set out the purpose for the grant, a plan for raising the Special Project funds or using established Reserve Funds, the time frame for the fundraising effort, and the club's plan to ensure that the Special Project campaign does not impact annual fundraising required to meet the annual Funding Requirement. ONE may approve or decline a Special Project Grant Request in its sole discretion.
- 7.13. No ONE Orinda Budgeting Authority. Except under extraordinary circumstances as set forth in Section 7.14, (i) ONE Orinda's sole authority with respect to Operating Budgets is to approve or not approve Annual Grant Requests under Section 7.9 and/or Section 7.10; (ii) ONE will have no authority to change Operating Budgets submitted by Parents' Clubs; (iii) ONE may not require changes to an Operating Budget as a condition of approving any Annual Grant Request; and (iv) no Parents' Club will be required to obtain permission from ONE to deviate from its Operating Budget.
- 7.14. Extraordinary Circumstances. In order to protect all the Parties from extraordinary circumstances, including fraud or mismanagement, involving any single Party, all the Parties agree that ONE may (a) require changes to any Parents' Club's Operating Budget; (b) require changes to any Parents' Club's Annual Grant Request; and /or (c) reject an Annual Grant Request and require that a Parents' Club withdraw from this Agreement on a temporary or permanent basis if the ONE Board finds by a Supermajority Vote that one or more of the following extraordinary circumstances has occurred or is occurring:
- 7.14.1. There is clear and convincing evidence that the Parents' Club has committed fraud or is continuing to commit fraud.
- 7.14.2. There is mismanagement of the Parents' Club such that ONE and/or the remaining Parents' Clubs would be forced to take on a disproportionate share of funding for that Parents' Club as compared to historical norms.
- 7.14.3. There is mismanagement of the Parents' Club that poses a threat to the financial viability of ONE or other Parents' Clubs. A threat to the ability of ONE to make School District Payments

for other Parents' Clubs is one example of a threat to the financial viability of ONE or other Parents' Clubs.

- 7.14.4. The Parents' Club has adopted an Operating Budget with an extraordinary expense that falls outside the historical norms of the expenses that have been funded by general Parents' Club fundraising (e.g., a significant capital expense or a staffing expense that has not been traditionally funded or which would create inequity between comparable Orinda Schools).
- 7.14.5. The Parents' Club has made insufficient efforts to raise funds from within its parent community for at least two of the three Funding Years preceding the vote by the ONE Board under this section (which can include the Funding Year in which the vote is being taken) as demonstrated by a significant decline in participation rate or funding amounts as compared to historical data for that Parents' Club.
- 7.14.6. An Emergency Loan, as described in Section 8.1.4, is made in an amount exceeding 10% of the Annual Grant Request for the Funding Year in which the Emergency Loan is made.
- 7.14.7. Emergency Loans are made to the same Parents' Club in two or more consecutive years.

8. Fulfilling Approved Annual Grant Requests.

8.1. Funds Used to Fulfill Approved Annual Grant Requests. ONE will fulfill each approved Annual Grant Request using available funds from the following sources, in order:

- 8.1.1. First the funds raised during the Funding Year by the Parents' Club that submitted the Annual Grant Request.
- 8.1.2. If a deficit remains after using all the funds referenced in Section 8.2.1, then the second source of funds to be used to fulfill a Parents' Club's Annual Grant Request will be funds from that Parents' Clubs' Reserve Account if the Reserve Account possesses funds greater than the Baseline Reserve Requirement. Only funds above the Minimum Reserve Requirement may be used for this purpose.
- 8.1.3. If a deficit remains after using all the funds referenced in Sections 8.2.1 - 8.2.2, then the third source of funds to be used to fulfill a Parents' Club's Annual Grant Request will FFE and/or ONE unallocated general operating funds.
- 8.1.4. If a deficit remains after using all the funds referenced in Sections 8.2.1 - 8.2.3, then the final source of funds to be used to fulfill a Parents' Club's Annual Grant Request will be a loan made to the Parents' Club by ONE using funds drawn equally from every other Parents' Club Reserve Accounts on a pro-rata basis, subject to the requirements of Section 10.5 (an "**Emergency Loan**"). The Emergency Loan will bear no interest. A Parents' Club receiving an Emergency Loan (i) will refund the Emergency Loan in a reasonable time; (ii) will include the repayments in the Parents' Club's subsequent Operating Budget(s); and (iii) agrees that, until such time as the Emergency Loan has been completely refunded, all funds raised from PC Donations in excess of the amounts needed to meet that Parents' Club's Funding Requirement in subsequent Funding Years will be used to refund the Emergency Loan.
- 8.1.5. On a case by case basis, and subject to Section 8.1, the ONE Board of Directors may change the order of funding sources in Sections 8.2.1 through 8.2.4 by a Supermajority Vote.

8.2. Funds Used to Fulfill Approved Special Project Grant Requests. ONE will fulfill approved Special Project Grant Requests using only restricted funds donated for the Special Project or Reserve Funds approved for use by the respective Parents' Club.

9. Maintenance and Disbursement of Funds.

9.1. Designated Parents' Club Accounts. ONE will track and record PC Donation funds generated by each Parents' Club in separate "Fundraising Accounts" whose funds will be restricted primarily for the payment

of each respective Parents' Club's Annual Grant Request. If a Special Project Grant Request has been approved, ONE will create a separate "**Special Project Account.**" Restricted funds received for a Special Project will be allocated to the applicable Special Project Account. ONE will also hold any PC Reserve Funds, made up of PC operational reserve transfers and PC donation surpluses, in a "Reserve Account"

9.2. Bank Accounts. So long as it complies with Section 10.1, ONE may keep PC Donation and Special Project funds in one or more actual bank account(s) at its sole discretion.

9.3. Disbursement of Funds. ONE will disburse funds to meet approved Annual Grant Requests as follows:

9.3.1. **Payments to OUSD and AUHSD.** Each Parents' Club hereby authorizes ONE (i) to retain PC Donation funds as set forth in Section 10.1 for the purpose of making School District Grant Payments; (ii) to invest such funds in appropriate revenue generating accounts while the funds are held by ONE; and (iii) to make School District Grant Payments on a payment schedule mutually agreed between the Parents' Club, ONE and either OUSD or AUHSD, as applicable, each year.

9.3.2. **Surplus Fundraising Funds at Year End.** If the Annual Grant Request has been fully paid to OUSD and AUHSD by ONE and surplus funds remain in the PC Fundraising Account, all remaining surplus funds will be transferred to each respective Parents' Club ONE Reserve Account.

9.3.3. **Deficit of Fundraising Funds at Year End.** If there are insufficient funds in a PC Fundraising Account to satisfy the payment of the Annual Grant Request for that respective PC, the deficit will be funded in the order detailed in section 8.1.

9.4. Transfer of Parents' Club Operating Revenue to ONE Orinda. If a Parents' Club's Operating Budget relies on PC Operating Revenue to fund the Annual Grant Request, that Parents' Club will transfer the required amounts of Operating Revenue to ONE at intervals and in installment amounts to be determined between ONE Orinda and the Parents' Club for disbursement under Section 10.3.1.

9.5. Disbursement of Reserve Account Funds. During the Funding Year, a Parents' Club can request disbursement to it of any funds in that Parents' Club's Reserve Account above the Baseline Reserve Requirement obligation.

9.6. Disbursement of Special Project Account Funds. ONE will disburse Special Project Account funds as requested by the Parents' Club for which the account has been established.

9.7. Cash Flow. The Parties acknowledge that ONE will need to engage in cash flow management based on the differing schedules for receipt of PC Donations and Operating Revenue compared to the timing of Annual Grant Request payments and Parents' Club expenses requiring disbursement. The Parties will work collaboratively to manage cash flow and agree that ONE can use, but is not limited to, the following tools for cash flow management:

9.7.1. Advancing of funds from FFE; or

9.7.2. Advancing of funds from a Parents' Club's Reserve Account, subject to the limitations of Section 10.5, to be used for expenses allocable to that Parents' Club;

9.7.3. In each case to be replaced by applicable PC Donations or Operating Revenue transferred under Section 9.4.

10. FFE and Parents' Club Reserves.

10.1. ONE FFE. Initially, ONE Orinda will maintain its FFE. ONE will seek to grow revenue and the FFE through the solicitation of donations and through investment of the FFE. ONE will invest its FFE in compliance with Applicable Law and as determined by investment policies established by the ONE Board. Nothing in this section is intended to limit, proscribe or dictate the establishment of one or more endowment funds by ONE.

- 10.2. Reserves Contributions. Each Parents' Club will contribute any annual PC operational surplus to ONE, except that each Parents' Club may retain up to \$150,000 to manage for cash flow from year to year.
- 10.2.1. ONE will track and record the PC operating reserve amounts contributed to ONE each year by each Parents' Club as well as the annual PC fundraising surpluses. The total of all of these funds (minus any requested withdrawals) will be the Total PC Reserve Balance.
- 10.3. Baseline Reserves. Baseline Reserves are the minimum amount that a Parents' Club must retain as the Total PC Reserve Balance to use only for urgent situations, such as when that club's fundraising revenues in a particular school year are insufficient to cover its operating costs and commitments to the school. The Parties recognize that it is in their best interests to agree to a Baseline Reserve Requirement that each Parents' Club should meet for the stability of the Parents' Clubs, ONE and the schools that they serve.
- 10.3.1. *Determining Baseline Reserve Requirements.* A Parents' Club's "**Baseline Reserve Requirement**" for any school year will equal 50% of the amount of that club's Annual Grant Request for that year.
- 10.4. Access to Reserve Account Funds. Any Parents' Club may request that ONE make a distribution of funds to that Parents' Club from its Reserve Account for any reason and at any time so long as the requested disbursement of such funds does not cause the PC Reserve Balance to fall below the required Baseline Reserve Requirement. ONE must make the requested distribution if the PC Reserve Balance remains above the Baseline Reserve Requirement. If ONE could make some, but not all, of the requested distribution without causing the PC Reserve Balance to fall below the required Baseline Reserve Requirement, then ONE must distribute whatever amount it can without causing the PC Reserve Balance to fall below the required Baseline Reserve Requirement.
- 10.5. Protection of Baseline Reserves. Neither ONE nor any Parents' Club can take any action (e.g., make a distribution, withdrawal or transfer of funds) that would result in an immediate reduction of the PC Reserve Balance to an amount below the Baseline Reserve Requirement unless the ONE Board approves such an action by a Supermajority Vote. At the request of any Parents' Club, the ONE Board will call a special meeting to consider approval of an action otherwise prohibited under this section.
- 10.6. Maximum Reserves. The Parties agree that it would not be in line with the goals of the Parties for ONE if any Parents' Club accumulates excessive funds in its Reserve Account. The Parties therefore agree that no Reserve Account can exceed a Parents' Club's total Operating Budget for the applicable School Year (the "**Maximum Reserves Amount**"). Those Parent Clubs whose Reserve Accounts exceed the Maximum Reserve on the Effective Date of this Agreement will have 3 years to expend any funds above their Maximum Reserves Amount. On July 1, 2027 (three years after the Effective Date), and every July 1st thereafter, any funds in any of the PC Reserve Accounts that exceed the Maximum Reserve will be permanently transferred to the FFE with the following exception:
- 10.6.1. Maximum Reserves and Allocated Project Funds. On July 1 2027 or any July 1st thereafter, if any Parent Club has funds in its Reserve Account above the Maximum Reserves Amount that are being held for expenses associated with future or ongoing projects that have been previously approved by the OUSD Board of Directors or the AUHSD Board of Directors, those funds will remain in the respective Reserve Accounts until those project expenses are realized.
- 10.7. Allocation of Investment Returns or Losses. All investment returns and losses will be allocated to FFE or ONE Orinda general operating accounts. If losses exceed the total value of the FFE and the ONE general operating account then losses will be apportioned across Parents' Clubs Reserve Accounts on a pro-rata basis.

- 10.8. No Investment Company Status. All Parties acknowledge that ONE is not an investment company registered under the Investment Company Act of 1940 or any other similar law, regardless of whether or not it holds endowment funds or other funds from or for Parents' Clubs.

11. Accounting; Audit and Reconciliation of Accounts.

- 11.1. GAAP. ONE Orinda will maintain complete and accurate accounting records in accordance with U.S. Generally Accepted Accounting Principles.
- 11.2. Audit. ONE Orinda financial statements will be audited yearly by an independent external auditor selected by the ONE Board. In addition, any Parents' Club, or a certified public accountant or auditor on behalf of any Parent's Club, may, upon reasonable notice and during normal business hours, inspect the records of ONE Orinda for any purpose.
- 11.3. Year End Reconciliation of Accounts. At the end of each Funding Year, ONE Orinda and each Parents' Club will engage in account reconciliation to encompass at least the following:
- 11.3.1. An accounting of all PC Donations received into and all disbursements made from the Parents' Club's Fundraising Account and Reserves Account.;
- 11.3.2. An accounting of all amounts, if any, remaining to be paid from such accounts for obligations accrued during the Funding Year;
- 11.3.3. Allocation of any funds remaining in a Parents' Club's Fundraising Account to that Parents' Club's Reserve Account; and
- 11.3.4. An accounting of all debits and credits to the Parents' Club's Reserve Account.

12. ONE Orinda Operating Expenses

- 12.1. General. ONE Orinda will use (i) funds generated by the investment of FFE and Reserve Account funds and (ii) unrestricted funds raised directly by ONE Orinda to pay for ONE Orinda operating expenses. If such funds are insufficient to pay ONE Orinda operating expenses, ONE Orinda may use FFE to pay such expenses.

13. Term and Termination.

- 13.1. Term. Unless terminated earlier under its terms, this Agreement will renew on the Renewal Date and continue through June 30, 2029 . The Agreement will automatically renew for consecutive renewal terms of one year each (each a "**Renewal Term**"). Any Parents' Club may elect to withdraw from the Agreement at any time under Section 13.2.
- 13.2. Parents' Club Withdrawal from Agreement. Any Parents' Club may withdraw from this Agreement at any time by providing each other Party with written notice (email is acceptable) at least 60 days prior to the intended date of withdrawal.
- 13.2.1. *Effect of Parents' Club Withdrawal on the Agreement.* The withdrawal of any number fewer than all of the Parents' Clubs will not terminate this Agreement, and the Agreement will remain binding on ONE and all remaining Parents' Clubs. The withdrawal of all Parents' Clubs will terminate this Agreement and trigger the application of Section 13.6.
- 13.2.2. *Agreement to Resign from Board.* If a Parents' Club withdraws from this Agreement, it agrees that its representative on the ONE Board will submit a resignation from the board to be effective as of the date of the withdrawal.
- 13.2.3. *Entitlements.* Upon providing written notice of withdrawal, and to the extent permitted by applicable law, a withdrawing Parents' Club will be entitled to:
- (i) a final accounting of all undisbursed PC Donation funds and Reserve Account funds associated with that Parents' Club;

- (ii) a disbursement to the Parents' Club of all such PC Donation funds and Reserve Account funds on the date of withdrawal; and
 - (iii) an opportunity to receive donor history data for donations associated with every student having at least one more year of enrollment at the Orinda School associated with the Parents' Club in a format reasonably acceptable to both parties or, if no agreement can be reached, a .csv file.
- 13.2.4. *Obligations.* Any Parents' Club that withdraws from this Agreement will be solely responsible for making that club's Annual Grant Request due following the date of final withdrawal.
- 13.2.5. *No Further Benefits or Obligations.* As of the date of final withdrawal, and except as set forth in Sections 13.2.3 and 13.2.4, (i) a withdrawing Parents' Club will no longer be entitled to any of the benefits or be subject to any further obligations of this Agreement; and (ii) none of the Parties remaining in this Agreement will have any obligations under this Agreement to the withdrawn Parents' Club.
- 13.2.6. *Survival.* Notwithstanding the withdrawal of a Parents' Club from this Agreement, the Parties agree that the sections identified in Section 13.9 as surviving the termination of this Agreement will continue to apply to the withdrawing Parents' Club.
- 13.3. ONE Withdrawal from Agreement. ONE Orinda may withdraw from this Agreement at any time by providing each other Party with written notice (email is acceptable) at least 180 days prior to the intended date of withdrawal. If ONE withdraws from this Agreement this Agreement will terminate on the date of withdrawal and Section 13.6 will apply.
- 13.4. Automatic Withdrawal Based on Failure to Maintain Non-Profit Status. The loss by any Party of its status as a tax-exempt non-profit entity under 26 U.S.C. §501(c)(3) will result in the immediate withdrawal of that Party from this Agreement under either Section 13.2 or 13.3, as applicable, except that (i) the withdrawal will be automatic and immediate, with no notice period required; and (ii) the Party may be reinstated as a Party to this Agreement if all members of the ONE Board, excluding any director associated with the withdrawn Party, agrees and votes unanimously that the loss of non-profit status under 26 U.S.C. §501(c)(3) by that Party will not endanger the 26 U.S.C. §501(c)(3) status of ONE or any Parents' Club (other than the Party) should the Party remain a party to this Agreement.
- 13.5. Termination by Agreement. The Parties to this Agreement may agree to terminate this Agreement at any time (a "Termination by Agreement"). A Termination by Agreement must be agreed to by all parties to this Agreement as of the date of the Termination by Agreement in a writing approved by the board of directors of each such party and signed by each such party. Section 13.6 will not apply to Termination by Agreement unless the parties agreeing to such termination agree in writing that it will.
- 13.6. Result of Termination. If this Agreement is terminated for any reason other than Termination by Agreement, then each Parents' Club will be entitled to receive, on or before the date of Termination:
- 13.6.1. a final accounting of all undisbursed PC Donation funds and Reserve Account funds associated with that Parents' Club;
 - 13.6.2. a disbursement to the Parents' Club of all such PC Donation funds and Reserve Account funds on the date of withdrawal; and
 - 13.6.3. an opportunity to receive donor history data for donations associated with every student having at least one more year of enrollment at the Orinda School associated with the Parents' Club in a format reasonably acceptable to both parties or, if no agreement can be reached, a .csv file.
- 13.7. Collaboration. If this Agreement terminates for any reason, the parties to the Agreement at the time of termination agree to meet, confer and work together to create a plan for termination that meets the requirements and the intent of this Agreement.

- 13.8. Not an Exclusive Remedy. Termination is not an exclusive remedy and the exercise by any Party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement or otherwise.
- 13.9. Survival. Sections 2 (Definitions), 4.1 (Independent Contractors), 6.1 and 6.5 - 6.8 (Database; Access; Personal Data and Data Security), 13.5 - 13.7 (Term and Termination), 15 (Confidential Information), 18 (Limitation of Remedies and Damages), and 19 (General) will survive any termination or expiration of this Agreement.

14. Modifications and Amendments of this Agreement

- 14.1. Modifications. The Parties recognize that the idea of collective fundraising, having one fundraising ask and working collaboratively with ONE in the manner described in this Agreement is complex. While the terms of this Agreement are intended to be binding, the Parties also recognize that flexibility will be required as the Parties agree that any Parents' Club and ONE may modify this Agreement as between them if (a) the modification would not have an effect on any other Parents' Club; (b) the modification is agreed to by both in a writing acknowledged by both (email is acceptable); (c) a description of the modification is shared with all other Parents' Clubs; and (d) no Parents' Club objects to the modification within five business days of receiving that description. If one or more Parents' Clubs objects to the proposed modification, then the modification can only be approved and made effective by a Supermajority Vote approving the modification.
- 14.2. Amendments. The Agreement may be amended for all Parties at any time in a writing executed by a duly authorized representative of every Party to this Agreement.

15. Confidential Information.

Any Recipient of Confidential Information will hold that Confidential Information in confidence and not disclose any Confidential Information. A Recipient may only use Confidential Information to perform its obligations, receive services and raise funds in accord with the requirements of this Agreement. If Recipient is requested or required by law, government action, subpoena or other court order to disclose any Confidential Information, Recipient may disclose such information without liability under this Agreement, provided that (i) Recipient has given Discloser a reasonable opportunity to (a) intervene in any proceeding to try to protect the Confidential Information and (b) review the text or contents of such disclosure before it is made; and (ii) the disclosure is limited to only the Confidential Information specifically required to be disclosed. The Recipient acknowledges that remedies at law may be inadequate to protect the Discloser against any actual or threatened disclosure of Confidential Information by the Recipient or its representatives and, without prejudice to any other rights and remedies otherwise available to the Discloser, Recipient agrees to the granting of injunctive or other equitable relief in the Discloser's favor preventing disclosure, without proof of actual damages or the requirement of posting a bond or other security.

16. Warranties.

Each Party represents and warrants to the others that: (1) it has all rights and authority necessary to enter into this Agreement and to carry out its terms and conditions; (2) entering this Agreement will not conflict with or cause violation of any agreement between that Party and any Third Party; (3) it will comply with all Applicable Laws.

17. Special Warranty Regarding Non-Profit Status.

Each Party represents and warrants to the others that: (1) it is a non-profit entity exempt from federal income tax under section 26 U.S.C. §501(c)(3); (2) it will maintain its status as a non-profit entity under 26 U.S.C. §501(c)(3) during the Term of this Agreement; (3) it will take no action that would cause it or any other Party to lose its status under 26 U.S.C. §501(c)(3) during the Term; and (4) it will not fail to take any action required in order to maintain its status under 26 U.S.C. §501(c)(3) during the Term.

18. Limitations of Remedies and Damages.

NO PARTY TO THIS AGREEMENT WILL BE LIABLE TO ANY OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUE), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

EXCEPT IN CASES OF INTENTIONAL BREACH OR GROSS NEGLIGENCE, THE LIABILITY OF ANY PARENTS' CLUB TO ANOTHER PARTY ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF THAT PARENTS' CLUB'S RESERVE ACCOUNT.

EXCEPT IN CASES OF INTENTIONAL BREACH OR GROSS NEGLIGENCE, THE LIABILITY OF ONE ORINDA TO ANY PARENTS' CLUB UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF THAT PARENTS' CLUB'S RESERVE ACCOUNT PLUS THE FUNDS RAISED BY THAT PARENTS' CLUB AND HELD BY ONE ORINDA, LESS ALL FUNDS PAID TO OR ON BEHALF OF THAT PARENTS' CLUB AS OF THE DATE OF PAYMENT FOR SUCH LIABILITY.

THE PRECEDING LIMITATIONS OF LIABILITY DO NOT APPLY TO LIABILITIES THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAWS.

19. General.

19.1. Assignment. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. No Party may assign this Agreement (or any part thereof) without the advance written consent of the other Parties, which consent will not be unreasonably withheld. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 19.1 will be null and void.

19.2. Severability. If any court of competent jurisdiction adjudges any provision of this Agreement to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

19.3. Governing Law; Dispute Resolution. This Agreement is governed by the laws of the State of California and the United States without regard to their conflicts of laws provisions.

19.3.1. Before any Party may take another Party to litigation, arbitration or any other adjudicatory proceeding to address a dispute or controversy that may arise between them (a "**Dispute**"), the Parties must first meet and confer in good faith to attempt to resolve the Dispute. To begin the meet and confer process, a Party shall serve on the other Party(ies) involved in the Dispute (a) written notice of the claim, specifying the exact nature of the Dispute, including any amount claimed to be owed under this Agreement, and the provision of the Agreement or other authority for the claim; and (b) a copy of all supporting documents. Within 10 business days after receiving notice of a Dispute, the responding Party(ies) and the initiating Party will meet to discuss resolution of the Dispute. Each Party must bring at least one person to the negotiation with full authority to resolve the dispute on any terms. The written claim notice and any documents produced by any Party, but not the subsequent discussion, shall be admissible in any subsequent proceeding.

19.3.2. If the Parties are unable to resolve a Dispute through the process described in Section 19.3.1, the Parties must submit the Dispute to mediation before proceeding to adjudication. The administrative costs of the mediation, including the mediator's fee, shall be borne by the Parties equally. Otherwise, each Party shall be responsible for its own costs and expenses relating to the mediation, including any attorneys' fees. Disclosures made by any Party during the mediation will be treated as confidential and may not be offered as evidence in any subsequent proceeding unless the proceeding is initiated to enforce the terms of an agreement arising from the mediation.

19.3.3. If the dispute resolution mechanisms set forth above fail to resolve the Dispute, any Party involved in the dispute may commence an action in court or in arbitration. If a responding Party

refuses to participate in the meet and confer and/or mediation processes described above, then initiating Party may immediately commence an action in court or in arbitration.

19.3.4. Notwithstanding the foregoing, each Party shall have the right to seek an immediate injunction, specific performance, or other equitable relief in any court of competent jurisdiction without completing the dispute resolution process set forth above to prevent imminent harm.

19.3.5. Jurisdiction and venue for all court actions related to this Agreement are the State of California courts located in and the United States federal courts for Contra Costa County, California, and all Parties hereby submit to the exclusive personal jurisdiction of such courts.

- 19.4. Notices and Reports. Any notice which may be or is required to be given under this Agreement will be in writing, and will be deemed to have been received: (a) when delivered personally; (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one (1) day after having been sent by a commercial overnight carrier with written verification of receipt. Either Party may change its notice address by written notice to the other.

All notices related to or arising under this Agreement will be addressed (i) to Parents' Clubs at address of the school with which the Parents' Club is affiliated, and (ii) to ONE c/o Orinda Union School District, 8 Altarinda Rd, Orinda, CA 94563.

- 19.5. Amendments; Waivers. No supplement, modification, or amendment of this Agreement will be binding unless it meets the applicable requirements of Section 15. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the Party claimed to have waived.
- 19.6. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. This Agreement supersedes and terminates the Memorandum of Understanding between the Parties signed in 2019 and Version 1 of the Operating Agreement signed on March 11, 2020
- 19.7. Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to events which are beyond the reasonable control of such Party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by a government agency.
- 19.8. Electronic Acceptance; Counterparts. The Parties have consented to the use of electronic signatures for purposes of signing this Agreement, intending to become legally bound. This Agreement may be executed in any number of counterparts, each of which will be considered an original and all of which when taken together will constitute a single fully signed original. Facsimile and other electronic means of signatures on this Agreement are binding.

Acknowledged and Agreed:

Del Rey Parents' Club

By: Jin Sun Park

Its: President

Printed Name: Jin Sun Park

Date: 6/18/24

Glorietta Parents' Club

By: Stacy Hersher

Its: President

Printed Name: Stacy Hersher

Date: 6/17/24

Orinda Intermediate School Parents' Club

By: Lynn Spiegel

Its: chair

Printed Name: Lynn Spiegel

Date: 6/18/24

Miramonte High School Parents' Club

By: Corrino Dugan

Its: Chair

Printed Name: Corrino Dugan

Date: 6/12/24

Sleepy Hollow Parents' Club

By: Stephanie Wraight

Its: President

Printed Name: Stephanie Wraight

Date: 6/11/24

Wagner Ranch Parents' Club

By: Morgan Tarr

Its: President

Printed Name: Morgan Tarr

Date: 6/11/24

Orinda Network for Education

By: Brian Rogers

Date: 6/11/24

Its: President

Printed Name: Brian Rogers

Date: 6/11/24