



# SEQUOIA GROVE CHARTER ALLIANCE

## Sequoia Grove Charter Alliance

### Regular Board Meeting

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**Date and Time:**

**June 17, 2021  
6:00 pm**

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Join Zoom Meeting:

<https://zoom.us/j/98340420950?pwd%3DZWUo4dUhWS0xuR3lzdEhnVUpFL1JqQT09>

Meeting ID: 983 404 20950

Passcode: 268361

Call in:

(669) 900-6833

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**Agenda:**

**I. Opening items**

- A. Record Attendance
- B. Call the Meeting to Order
- C. Approval of the Agenda
- D. Public Comments
- E. Approval of Minutes

**II. Action Items**

- A. Discussion and Possible Action: Service Agreement with Member Schools
- B. Discussion and Possible Action: Contract with Creative Back Office

- C. Discussion and Possible Action:  
Compensation Study for the position of: Chief Executive Officer
- D. Discussion and Possible Action:  
Salary Schedule for the position of: Chief Executive Officer
- E. Discussion and Possible Action: Chief Executive Officer Contract
- F. Update: Facilities
- G. Update: Technology
- H. Discussion and Possible Action: Budget

#### **IV. Closing items**

- A. Board of Director's Comments & Requests
- B. Announcement of Next Regular Scheduled Board Meeting  
July 1, 2021  
6:00 pm
- C. Adjourn Meeting

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Public Comment Rules: Members of the public may address the Board on agenda or non-agenda items through the teleconference platform, Zoom. Zoom does not require the members of the public to have an account or login. Please either utilize the chat option to communicate to the administrative team of your desire to address the Board or simply communicate orally your desire to address the Board when the Board asks for public comments. Speakers may be called in the order requests are received. Comments are limited to 2 minutes each, with no more than 16 minutes per single topic. If a member of the public utilizes a translator to address the Board, those individuals are allotted 4 minutes each. If the Board utilizes simultaneous translation equipment in a manner that allows the Board to hear the translated public testimony simultaneously, those individuals are allotted 2 minutes each. By law, the Board is allowed to take action only on items on the agenda. The Board may, at its discretion, refer a matter to school staff or calendar the issue for future discussion.

Note: The Governing Board encourages those with disabilities to participate fully in the public meeting process. If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Governing Board Office at (562) 584-0427 at least 48 hours before the scheduled board meeting so every reasonable effort can be made to accommodate you. (Government Code § 54954.2; Americans with Disabilities Act of 1990, § 202 (42 U.S.C. § 12132)).

## ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2021 (“**Effective Date**”) by and between Sequoia Grove Charter Alliance, a California nonprofit public benefit corporation (“**SGCA**”) and Clarksville Charter School, a California nonprofit public benefit corporation (“**School**”), each of which may be referred to herein as a “**Party**” or collectively as the “**Parties**”, with respect to the following:

**WHEREAS**, SGCA formed to serve as a supporting organization pursuant to Internal Revenue Code Section 501(c)(3) by providing task-related administrative support services and goods to the public charter schools operated by its members, and under the supervision and ultimate decision-making authority of the governing body of its members.

**WHEREAS**, School is a member of SGCA pursuant to Corporations Code Section 5056 and the Bylaws of SGCA. School operates a California public charter school by the same name, Clarksville Charter School, pursuant to a charter authorized by the Buckeye Union School District for a term of five years from July 1, 2020 through June 30, 2025 (“**Charter**”).

**WHEREAS**, School desires to contract with SGCA for administrative support services pursuant to the terms and conditions of this Agreement.

**WHEREAS**, the Parties acknowledge and intend that the terms of this Agreement shall at all times be consistent with the terms of the School’s Charter, and that this Agreement provides for SGCA to deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

**NOW, THEREFORE**, in consideration of their mutual promises set forth in this Agreement, the Parties agree as follows:

**1. Relationship of the Parties; Scope of Authority.** SGCA will deliver task-related services and goods pursuant to this Agreement that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority. The Parties understand and agree as follows:

a. The governing body of the School shall at all times retain its duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. The governing body of the School, and not SGCA, has fiduciary responsibility for the School. The governing body of the School is ultimately responsible for ensuring that the School adheres to all applicable law and is accountable to its authorizer pursuant to the Charter.

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

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

d. While SGCA 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.

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

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

g. To the extent there are any conflicts between the terms of the School's Charter and the terms of this Agreement, the terms of the Charter shall control.

h. SGCA will not have the authority to enter into or bind the School in any contract or other obligation absent express written authority from School.

**2. Independent Service Provider.** The Parties acknowledge that School is a member of SGCA pursuant to California Corporations Code Section 5056. The relationship created by this Agreement is that of SGCA as a service provider to School, it does not create a partnership, joint venture, or employment relationship. Nothing in this Agreement shall confer upon any SGCA 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 SGCA employees providing services to School shall be and remain employed by SGCA and shall at all times be subject to the direction, supervision and control of SGCA. 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 SGCA employee providing services to the School. SGCA shall not have any right to terminate the employment of any School employee.

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

d. SGCA 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 SGCA shall otherwise comply with that statute.

**3. Services Provided by SGCA.** During the term of this Agreement, SGCA shall provide to School the goods and services, including the staff necessary to provide the services, listed in Attachment A to this Agreement (the "**Services**"). SGCA 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. SGCA

reserves the right to subcontract with third parties for the provision of the Services. The Parties may mutually agree to modify the Services at any time by amending Attachment A in writing; provided, however, the Parties will also adjust the Annual Fee commensurately pursuant to Section 5, if necessary, and SGCA shall only deliver task-related services that are performed at the direction of the governing body of the School and for which the governing body of the School retains ultimate decision-making authority.

**4. Term.** The term of this Agreement shall commence on July 1, 2021 and continue through June 30, 2022 and shall automatically renew for consecutive one (1) year terms unless otherwise terminated pursuant to section 14, subject to any amendments to the Services or Annual Fee in accordance with Sections 3 and 5. This Agreement may be amended in accordance with Section 22 or terminated in accordance with Section 14.

**5. Annual Fee.** As compensation for the Services during the first year of the Term (the 2021- 22 fiscal year), School shall pay SGCA an annual fee of nine percent (9%) of the School's annual "Revenue" while the Parties determine SGCA's actual costs for performing such Services. For purposes of this Agreement, Revenue shall mean the amount received in the current fiscal year from the local control funding formula calculated pursuant to Education Code Section 42238.02 and implemented by Section 42238.3. Revenue shall not include charitable contributions made to the School, one-time or federal restricted grant funds such as PCSGP grants, or other federal funding programs.

a. The Annual Fee shall be paid by School to SGCA in twelve (12) monthly installments per fiscal year with each payment being due no later than the tenth (10<sup>th</sup>) day of each month in which a payment is due.

b. At the end of each fiscal quarter and annually no later than June 30, SGCA shall reconcile its actual expenses to provide the Services to its four (4) members per quarter and in said year. In the event that the total revenue that SGCA receives exceeds its actual expenses, SGCA shall refund the school's proportionate share of said overpayment to School within thirty (30) days of the end of the fiscal year. In the event that the total amount of the Annual Fee paid by School for the subject year is less than the school's share of SGCA's actual expenses based on the third quarter financials, SGCA will request the governing board of the school to approve an additional payment by the end of the fiscal year.

c. The Annual Fee shall be reviewed and renegotiated by the SGCA and its members at the end of each fiscal year based on SGCA's projected annual costs to provide the Services for the coming fiscal year. In addition, any member or SGCA may propose at any time during the term

adjustments to increase or decrease the Annual Fee, taking into account that SGCA is organized as a 501(c)(3) tax-exempt supporting organization. The SGCA and its members shall negotiate any such adjustments in good faith, and any adjustment of the Annual Fee shall be documented in writing approved by both Parties' governing bodies.

**6. Costs.** In addition to the Annual Fee, School shall reimburse SGCA for direct "pass through" costs and expenses, according to the pass through agreement, incurred in performing the Services specifically for School with prior approval of the school consistent with school fiscal policies and procedures, including, but not limited to: equipment, materials, or supplies purchased from third parties at the request of the School; platform subscription or license fees; filing or corporate fees; marketing communication, and development costs (e.g. print materials, postage for mailers, and costs of newspaper, radio, television, billboard or other broadcast advertisements); and fees of other third parties consulted by SGCA at the request of the School. However, no pass-through costs will be owed for expenses that are built into SGCA's Annual Fee, including services provided by subcontractors.

a. In the event that SGCA purchases equipment, materials, or supplies at the request of the School pursuant to this Agreement, SGCA shall be responsible for compliance with the procurement policies and processes approved by the governing body of the School and shall not include any mark-up, added fees or charges with the cost of equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies that SGCA purchases on behalf of the School shall be and remain the property of the School.

b. Marketing, communication and development costs charged to School with prior approval shall be limited to those costs specific to the School's program, and shall not include any costs for the marketing of the Sequoia Grove Charter Alliance brand or development of SGCA goods, service or intellectual property.

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

**7. Annual Notice.** As a supporting organization for its members, SGCA 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 its members, and its most current articles and bylaws, not later than the 5<sup>th</sup> day of the 5<sup>th</sup> month after the close of the year for which the Form 990 is filed.

**8. Cooperation.** School shall make available to SGCA, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for SGCA to provide the Services under this Agreement. School staff, and the governing body of the School as necessary, shall work closely and cooperatively with SGCA to facilitate SGCA's effective performance and delivery of the Services.

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

**10. Intellectual Property.** The intellectual property, including any work product, materials, products, inventions, works, and deliverables ("**Intellectual Property**"), developed or prepared by SGCA pursuant to this Agreement is and shall remain the exclusive property of SGCA. Similarly, any Intellectual Property owned by School, or another member of SGCA, and used by SGCA related to this Agreement is and shall remain the property of School, or the other member of SGCA. No Party shall have the right to grant a license, sublicense, or any other use or rights to the Intellectual Property of the other Party. Upon expiration or termination of this Agreement, the Intellectual Property of each Party in the possession of the other Party shall be returned and/or destroyed, as applicable.

**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 does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental

agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this Agreement or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including a subpoena, a request made to School under the California Public Records Act, or other similar form of process), the Party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other Party with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the other Party to seek a restraining order or other appropriate relief.

c. 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. SGCA shall make all School records physically or electronically available to School, upon School's request.

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

e. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and/or destroyed.

**12. Student Information.** The Parties will each comply with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("**FERPA**"), federal Children's Online Privacy and Protection Act (15 U.S.C. §§ 6501–6506) ("**COPPA**"), and other applicable state and federal laws pertaining to student information and privacy. SGCA is a "third party" which may receive pupil records under California Education Code Section 49073.1(d)(6).

a. SGCA 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 SGCA 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. SGCA 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. SGCA shall protect the pupil records it receives from or on behalf of School in full compliance with state and federal law. SGCA will designate and train responsible individuals to ensure the security and confidentiality of pupil records. SGCA 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, SGCA 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.

b. SGCA shall not use PII in pupil records to engage in targeted advertising contrary to California law.

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

### **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 SGCA as an additional insured under all School's policies.

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

### **14. Termination.**

a. Either Party may terminate this Agreement without cause or a financial penalty upon at least sixty (60) days' written notice to the other Party, and such termination shall be effective as of the end of the then-current school year to minimize disruptions to the School's operations and the other members of SGCA.

b. Either Party may terminate this Agreement for breach of a material term or condition of this Agreement upon sixty (60) days' written notice to the other Party. Such written notice shall identify the breach and provide thirty (30) days for the other Party to cure.

c. In the event that any new enactment, repeal, or change of any federal, state, or local law, regulation, or court or administrative decision or order materially affects the performance of the Parties in conformity with this Agreement, the Parties shall promptly commence negotiations in good faith regarding a mutually agreeable approach (including without limitation, an amendment to the Agreement) to address the changes. If, despite such good faith negotiations, the Parties are unable to agree upon an acceptable approach, then either Party may elect to terminate the Agreement without further obligation or liability to the other, by delivering written notice of termination to the other at least ninety (90) days in advance of the effective date of such termination, or in such lesser time as is reasonable under the circumstances.

d. In the event of termination for any reason, the following conditions shall apply:

- i. School shall pay SGCA any due and unpaid portion of the Annual Fee and costs for Services performed by SGCA through the effective date of termination.

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



iii. SGCA shall work with schools to assign any equipment, vehicle or facility leases used solely by or for the benefit of or use by School.

iv. As soon as practicable, SGCA shall return to School and destroy all student-related, fiscal, human resources data, and all other records of School maintained by SGCA, whether held in electronic or physical form. SGCA shall additionally: complete a full data migration of the School's data and records in a disaggregated and accessible/usable format; migrate Google accounts from current domain to a new domain, if applicable; configure new G-Suite domains, if applicable; any transfer any ownership rights in the School's Intellectual Property, including domain name(s), website (including information on and from the website), logos, mascots, etc.

**15. Liability.** Each Party shall remain and be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on a Party any liability arising out of the operations of the other Party, except as such liability may result from the performance of the first Party's obligations under this Agreement.

**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.** If a dispute arises out of, or in connection with this Agreement, and the Parties do not resolve some or all of the dispute through negotiation, then the Parties agree to attempt to resolve the matter through mediation prior to the filing of any litigation. Following negotiations, either Party may submit a notice of intent to mediate. This notice shall be in writing and shall specify the issue(s) in dispute. The Parties agree to jointly select a mediator. Each Party shall be responsible for its own costs and expenses related to participation in mediation. Each Party shall cooperate fully and fairly with the mediator and shall attempt to reach a mutually satisfactory compromise of the matter in dispute.

**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 SGCA:**

Sequoia Grove Charter Alliance  
8950 Cal Center Drive, Ste. 110  
Sacramento, CA 95826

**To School:**

Clarksville Charter School  
4818 Golden Foothill Parkway  
El Dorado Hills, Ca 95762

**21. 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.

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

**23. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this Agreement. If School seeks to enter into a lease, promissory notes or other negotiable instruments, other agreement, or to enter into a lease-purchase agreement or other financing relationships with SGCA, 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 SGCA and continue operation of the School.

**24. 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.

**25. 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.

**26. 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.

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

**28. 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.

**29. 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.

**IN WITNESS WHEREOF**, the Parties execute this Agreement as of the Effective Date above.

Sequoia Grove Charter Alliance,  
a California nonprofit public benefit corporation

By:  
Name:  
Its:  
Date: , 2021

Clarksville Charter School,  
a California nonprofit public benefit corporation

By:  
Name:  
Its:  
Date: , 2021

**ATTACHMENT A  
DESCRIPTION OF SGCA SERVICES**

<b>Description of Services</b>
<p><b>Enrollment:</b> School Pathways, Compliance, CALPADS, SAA, Reg Online, Live Registration Support, Reporting and analysis, Attendance data reports, maintain accurate data for staff, Collaborates on State and Federal Reporting</p>
<p><b>Records:</b> Withdrawals, Transcripts, Work Permits, Diplomas, Cumulative Files, SPED Records, Military Security Clearance Forms</p>
<p><b>Accountability &amp; Compliance:</b> Verifies &amp; Audits Attendance Logs, Work Samples, Household Data Collection Forms, Prepares all documents for Annual Audit Guide, State Attendance Reports, SIS support to staff and families,</p>
<p><b>Tech Services:</b> Contract with Charter Tech Services- Google Suite, Domain Maintenance, Google Admin Console, Firewalls, Technical Support, Phone Services, Internet Service, Software Licensing, Technology Bulk Pricing, Support, Order Fulfillment, Student &amp; Staff Tech Equipment Order Fulfillment, Returns, and Repairs, Accounting and inventory of all Tech assets, Website support, etc..</p>
<p><b>Procurement:</b> Ordering System, Order Processing, Curriculum Ordering, Bulk Purchases, Invoice Allocations, Invoicing, Groups Licensing &amp; Group Enrollment, coordinate subscriptions ordered through the OPS system, Process and check all enrichment orders, Provide customer phone support, Audit accounts and make sure funds are correct. All procurement and curriculum support is subject to school policy and prior approval by school.</p>
<p><b>Mobile Lending Library:</b> Hub Lease, Van Purchase, Driver, Inventory Oversight, Restitution process</p>
<p><b>Field Trips/Events:</b> Maintain Field Trip Ordering System, Process all Field Trip Requests, Coordinate insurance, Assist with bulk orders. Support schools with staff and student events as requested. Support schools with fundraising events, the proceeds from which shall remain with the schools.</p>
<p><b>Community Partners:</b> Relations, Invoicing &amp; Onboarding, Enrichment Certificate reconciliation/adjustments, Maintain vendor supporting document including insurance and W-9s</p>
<p><b>Business:</b> MOU Calculations, Divvy Card Users, Payroll Master Compilation: Stipend Forms, Submission, Tax Account Set Up AP Invoice. Processing: Smartsheet Administration, Invoice Routing, Audit Compliance</p>
<p><b>HR:</b> Clocking, Contracts, Credentialing, Employment Verification, Compliance Training, Onboarding. Sequoia Grove will not make hiring/firing/evaluation decisions on behalf of the school.</p>
<p><b>Insurance:</b> Procure and maintain Insurance Coverage: Events, Facilities, Board &amp; Officers, Retirement Program Administration, Medical Benefits</p>
<p><b>Facilities:</b> Lease Agreement, Business License, Alarms, Security, Pest Control, Emergency Handbook, Facilities Repairs</p>

Date: June 14<sup>th</sup>, 2021

Client: Sequoia Grove Charter Alliance

### Introduction to Scope of Services & Company Mission

At Creative Back Office our mission is to provide reliable, accurate and innovative business solutions for each of our clients. Our expertise lies not only in Client budgeting and finance, but also in delivering exceptional customer service to our clients thru years of consulting experience.

The goal of our firm is to provide specialized business services for your organization thru a customized service offering. We want to work with you on solutions that add value to your organization. As a result, we envision the services listed below as a menu; and your organization is welcome choose the bundle that best meet your needs.

We want to deliver only what you need, not charge you for what you don't.

As you review the services below, our hope is that you think about how best Creative Back Office can support your organization. Just as there is no "one size fits all" formula for educating students, we believe the same principle holds true for providing high quality back office services. Therefore we are here to help in a capacity that best adds value to your organization.



## SCHEDULE A

### SCOPE OF SERVICES

Services and responsibilities to be rendered by the Consultant, for the Client are listed below and hereinafter will be referred to as the “Services.”

#### **Sequoia Grove Core Services**

- 1.0 Accounts Payable, Accounts Receivable, & Credit Card Processing – The Consultant will handle the complete processing of payables, receivables, and credit card management for the Client.
  - 1.1 Accounts Payable Processing – the Consultant will provide complete Accounts Payable Processing and Management. The Consultant will receive approved invoices from the Client, input the invoices into the Client’s accounting system, and process the checks via print and mail.
  - 1.2 Accounts Receivable Processing – the Consultant will provide complete Accounts Receivable Processing and Management. The Consultant will process wire transfers, receive checks for deposit from the Client, deposit the checks into the Client’s bank account, and input deposits into the Client’s accounting system.
  - 1.3 Credit/Debit Card Management – the Consultant will provide complete Credit/Debit Card management. The Consultant will monitor Credit/Debit card purchases made by the Client, manage Credit/Debit Card receipts, code expenditures into Client’s general ledger, and pay monthly card balances.
- 2.0 Chart of Accounts Development, Accounting System & General Ledger Monitoring– The Consultant will provide an in-depth analysis of the Client’s current chart of accounts and general ledger set up.
  - 2.1 Chart of Accounts – the Consultant will develop and maintain the Client’s General Ledger & Chart of Accounts.
  - 2.2 General Ledger Account Coding Review – The Consultant will provide a monthly review of the General Ledger to ensure proper coding and account reconciliations are maintained.
- 3.0 Financial Statement & Reports Evaluation – The Consultant will be responsible for developing and evaluating the Client’s internal and external financial reports.



- 3.1 Internal financial statements to be developed and evaluated by the Consultant will include: Income Statement, Balance Sheet, Trial Balance, General Ledger, Budget vs. Actual Report, Cash Flow Statement.

#### 4.0 Annual & Multi Year Budget Preparation – The Consultant will work with the Client to develop annual budgets.

- 4.1 The Consultant will develop an annual budget for internal use by the Client. During the course of the budget development, the Consultant will recommend strategies and solutions to ensure the Client's long-term fiscal sustainability. The Consultant will provide the Client with at a minimum two (2) budget updates during a given fiscal year.
- 4.2 The Consultant will provide a quarterly review and analysis of the Budget vs. Actuals Report for the Client's use.
- 4.3 The Consultant will develop an annual and multi-year cash flow for the Client's use. Cash Flow projections will reflect the revenues and expenditures outlined in the Budget.

#### 5.0 Tax Preparation Support – During the course of the contract, the Consultant will provide guidance on preparing the Client's financial statements for Tax Reporting.

- 5.1 Bank Account Reconciliations – the Consultant will complete monthly bank account reconciliations for all Client associated accounts. Client associated accounts include general checking, savings, petty cash, and credit card accounts. If the Client has additional accounts to be reconciled, an additional service charge may apply.
- 5.2 Tax Preparation Support - prior to the annual IRS Tax Filing deadline, the Consultant will conduct a thorough review of the Client's financials. Specifically, the Consultant will review documentation of revenues and expenditures, verify correct accrued accounts receivable and accounts payable balances, and account balance for all Client accounts (bank, credit card, etc.) at the close of the fiscal year.

- 5.2.1 Please note, the Consultant is not Certified Tax Accountant and is not responsible for preparing and/or filing the Client's Tax Returns. Additionally, all advice provided by the Consultant is not to serve as official tax planning guidance.

#### 6.0 Client Meetings & On-Site Consultation – The Consultant will schedule various on-site development meetings to discuss budget considerations and other strategic planning.





6.1 The Consultant will arrange various virtual and on-site strategic development meetings with Client to discuss the financial position of the Client. The Consultant will be available to discuss on the current financial activity of the Client and any items pertaining to the contracted services listed above. The consultant will provide relevant materials as necessary

6.1.1 The Consultant will be responsible for all travel and accommodation expenses related to the On-Site visits.

7.0 Payroll Processing & Retirement Reporting – The Consultant will provide payroll processing services and submission of the School’s monthly retirement reporting.

7.1 Payroll Processing – The Consultant will facilitate payroll processing for the client thru a third-party payroll provider (at the Client’s expense) and in conjunction with the client’s designated payroll calendar.

7.1.1 The Client will provide all the Consultant will all relevant payroll information for newly hired employees for entry into the payroll system.

7.1.1.1 Note – The Client is responsible for providing accurate and current information to the Consultant pertaining to all School employee payroll information. This includes salary information, W-4 status forms, direct deposit forms, retirement status forms, health insurance forms, wage garnishments, and all other forms determining an employee’s pay.

7.2 Retirement Reporting – The Consultant will compile and submit the Client’s monthly retirement reports thru the designated plan provider.

### **Supplemental Services**

*Sequoia Grove helps support and manage the operations of (4) partner charter schools. The services outlined below are ancillary services provided by the Consultant to help Sequoia Grove better support their partner schools. In the below section the use of the “School” is in reference the (4) partner charter schools.*

8.0 Internal Accounting Procedures & Policies Evaluation – The Consultant will monitor the School’s current accounting procedures and policies.

8.1 The Consultant will monitor the School’s current processes for administering Accounts Payable (A/P) and Accounts Receivable (A/R). The Consultant will provide recommendations on best practices for A/P and A/R management and processing.



8.2 The Consultant will monitor the School's current process for Credit/Debit Card purchasing, internal controls pertaining to school issued cards, and receipt management. The Consultant will provide recommendations on best practices for Credit/Debit Card management.

9.0 Financial Statement & Reports Evaluation – The Consultant will review, evaluate and provide recommendations on the School's internal and external financial reports created by the School's current back office provider. Analysis of the reports will be done to gain an understanding of the School's financial position, maintain that the School is operating within CDE guidelines, and ensure the long-term sustainability of the School.

9.1 Internal financial statements to be evaluated by the Consultant will include: Income Statement, Balance Sheet, Trial Balance, General Ledger, Budget vs. Actual Report, Cash Flow Statement.

9.2 External financial statements to be evaluated by the Consultant will include: Budget, 1<sup>st</sup> Interim Financial Report, 2<sup>nd</sup> Interim Financial Report, Unaudited Actual Report, and applicable Special Education, Funding Determination and Federal Reports outlined below.

10.0 Annual & Multi Year Budget Preparation – The Consultant will work with the School to analyze annual and multi-year budgets.

10.1 The Consultant will review the annual Adopted Budget, Interim Report Budget, Unaudited Actuals Report and Audit Report that are required to be submitted to the authorizing district, county, and state offices.

10.2 The Consultant will provide a monthly review and analysis of the Budget vs. Actuals Report. The report will be aligned the effective working budget (Adopted, 1<sup>st</sup> Interim, 2<sup>nd</sup> Interim).

10.3 The Consultant will analyze the annual and multi-year cash flow.

10.4 During a Funding Determination year, the Consultant will provide analysis throughout the course of the fiscal year to ensure the School is compliant with the SB-740 requirements of the Funding Determination Form.

10.5 Special Education Budget Compliance – In conjunction with monitoring the annual budget, the Consultant will monitor special education revenues and expenditures to ensure compliance and appropriate use of funds.



10.6 Federal Compliance – In conjunction with monitoring the annual budget, the Consultant will monitor Federal revenues and expenditures to ensure compliance and appropriate use of funds.

10.6.1 For the Fiscal Year 2020-21, the Consultant will provide assistance and management of Federal Funding related to the Coronavirus Aid & Recovery Act (CARES Act) including reporting requirements.

11.0 General Consultation – The Consultant will be available for strategic planning and to answer any fiscal and operational questions as they arise to support the long-term sustainability of the school.



## SCHEDULE B COMPENSATION

Consultant agrees to undertake and complete the Services (as defined in Exhibit A) in accordance with the Terms of this Agreement to be charged below:

### Scope of Services and Compensation Package:

The Scope of Services and Compensation Schedule outlined in Schedule A and B are comprehensive (total) service costs for Sequoia Grove Charter Alliance and Sequoia Grove's (4) partner schools: Winship Charter School, Lakeview Charter School, Feather River Charter, and Clarksville Charter School.

### Term of Contract

The proposed contract will cover (25) months June 1<sup>st</sup>, 2021 – June 30<sup>st</sup>, 2023.

### Compensation Schedule:

Proposed contract is \$75,000 annually to be paid in monthly installments of \$6,250.

### Compensation Components

Core Services: \$50,000

Supplemental Services: \$25,000

### Additional Services Outside of Contract Scope

If the Client requests additional services that fall outside of the services outlined in Sections 1.0 – 12.0 the Consultant will provide a written service proposal to the Client prior to beginning the requested work. The written proposal will include estimated total hours and an estimated total cost. The Consultant's hourly rate ranges from \$75 - \$175 and will be determined on the overall scope of the additional service project.



## ARTICLE 1 SERVICE AGREEMENT

1.1 **Service Agreement.** Outlined in the agreement below, Creative Back Office (hereinafter referred to as “Consultant”) will provide outsourced business services for Sequoia Grove Charter Alliance (hereinafter referred to as “Client”). Consultant will provide the services outlined Exhibit A (collectively, the “consulting services”)

1.2 **Confidentiality.** In order for Consultant to perform the consulting services, it may be necessary for The Client to provide Consultant with Confidential Information (as defined below), regarding the Client’s business and products. The Client will rely heavily upon Consultant’s integrity and prudent judgment to use this information only in the best interests of the Client.

1.3 **Standard of Conduct.** In rendering consulting services under this Agreement, Consultant shall conform to high professional standards of work and business ethics. Consultant shall not use time, materials, or equipment of the Client without the prior written consent of the Client. In no event shall Consultant take any action or accept any assistance or engage in any activity that would result in any university, governmental body, research institute or other person, entity, or organization acquiring any rights of any nature in the results of work performed by or for the Client.

1.4 **Client’s Responsibility.** As the Consultant is a third party contractor, the Consultant will rely on the Client to provide requested information in a timely and comprehensive manner to allow the Consultant to carry out the agreed upon services. If after three requests and ten (10) business days, information is not provided to the Consultant in a timely and complete manner, the Consultant’s ability to carry out agreed upon services will be in jeopardy and result in the Consultant issuing a formal memorandum to the Client outlining the requested information. Additionally, in the event that a change in the Client’s operations may affect the ability of the Consultant to carry out agreed upon services, the Client must inform the Consultant in writing within 7 (seven) business days of the effective change.

## ARTICLE 2 INDEPENDENT CONTRACTOR

2.1 **Independent Contractor.** Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Client. The manner in which Consultant’s services are rendered shall be within Consultant’s sole control and discretion. Consultant is not authorized to speak for, represent, or obligate the Client in any manner without the prior express written authorization from an officer of the Client.



2.2 Taxes & Benefits. Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Client on behalf of Consultant or his/her employees. Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan of the Client.

### ARTICLE 3 COMPENSATION FOR CONSULTING SERVICES

3.1 Compensation. The Client shall pay the Consultant, per the payment scheduled outlined in Exhibit B which will be based on the agreed upon services outlined in Exhibit A.

3.2 Reimbursements. Per the agreement, The Consultant will not bill the Client for internal administrative costs. Internal administrative costs include Consultant's internal printing and reproduction, standard postage expenses, phone expenses, and travel & lodging expenses for contracted meetings per the agreement. Expenses that are not listed above are considered to be "Reimbursable Expenses" to be paid back to the Consultant. These expenses include, but are not limited to the following: express postage, materials that require external printing and reproduction, and travel & lodging expenses for meetings outside the contracted agreement. Prior to the Consultant executing any "Reimbursable Expenses," the Consultant will inform the Client of the estimated charges and will seek prior approval from the Client. "Reimbursable Expenses" will be billed at cost, plus 15% in an invoice to be generated by the Consultant.

### ARTICLE 4 TERMS AND TERMINATION

4.1 Term. This Agreement shall be effective as of 7/1/2021 and shall continue in full force and effect until 6/31/2023. The Client and Consultant may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue. The Agreement will automatically renew for an additional one (1) year unless either party provides written notice of nonrenewal to the other party at least ninety (90) days prior to the expiration of the current term.

4.2 Termination for Cause. The Client may terminate this Agreement for "Cause," after giving Consultant written notice of the reason. Cause means: (1) Consultant has breached the provisions of Article 5 of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 30 days without cure by Consultant following receipt of a notice from the Client; (2) Consultant



has committed fraud, misappropriation, or embezzlement in connection with the Client's business; (3) Consultant has been convicted of a felony; or (4) Consultant's use of narcotics, liquor, or illicit drugs has a detrimental effect on the performance of his or her employment responsibilities, as determined by the Client.

4.3 Termination Payment Terms. If this Agreement is terminated pursuant to either of the above provisions, the Client shall still be obligated to pay agreed upon monthly rates to the Consultant for all services rendered up until the effective date of the termination of the agreement.

4.4 Responsibility upon Termination. Any equipment provided by the Client to the Consultant in connection with or furtherance of Consultant's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the Client.

4.5 Survival. The provisions of Articles 5, 6, 7, and 8 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

## ARTICLE 5 CONFIDENTIAL INFORMATION

5.1 Obligation of Confidentiality. In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Client. Consultant agrees that Consultant will not and Consultant's employees, agents, or representatives will not use, directly or indirectly, such Confidential Information for the benefit of any person, entity, or organization other than the Client, or disclose such Confidential Information without the written authorization of the Client, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

5.2 Definition. "Confidential Information" means information not generally known and proprietary to the Client or to a third party for whom the Client is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Client, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Client, any confidential secret development or research work of the Client, or any other confidential information or proprietary aspects of the business of the Client. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the Client as being Confidential Information, shall be presumed to be Confidential Information.



5.3 Property of the Client. Consultant agrees that all documents and tangible items developed by the Consultant on behalf of the Client in connection with services rendered under this Agreement are and shall remain the exclusive property of the Client. Promptly upon the expiration or termination of this Agreement, or upon the request of the Client, Consultant shall return to the Client all documents and tangible items, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including, without limitation, all Confidential Information, together with all copies and abstracts thereof.

## ARTICLE 6 RIGHTS AND DATA

All documents and tangible items prepared as instruments of services, shall remain the property of the Consultant whether the agreement for which they are made is executed or not. They are not to be used by the Client, by other vendors or extensions to external accounting systems except by agreement in writing to the Consultant.

Any unauthorized modification or reuse of the instruments of service shall be at the Client's sole risk and the Consultant agrees to defend, indemnify and hold designer harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these instruments of service.

## ARTICLE 7 INDEMNIFICATION

7.1 Consultant's Indemnification. The Consultant shall indemnify, defend and hold you harmless against any claims brought against you to the extent the Consultant infringed or misappropriated classified information to a third party.

7.2 Client's Indemnification. Subject to the preceding paragraph, you agree to indemnify, defend and hold the Consultant harmless against any claims brought against the Consultant to the extent those claims are based upon allegations that you (a) infringed intellectual property rights or (b) breached your agreement (if any) with any third parties.

7.3 Conditions to Indemnification. The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is





claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

7.4 Definition of “Claims.” For purposes of Section 8, “Claims” means losses, actions, liabilities, damages, expenses and reasonable attorneys’ fees and court costs.

## ARTICLE 8 GENERAL PROVISIONS

8.1 Construction of Terms. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

8.2 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of California

8.3 Complete Agreement. This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

8.4 Dispute Resolution. If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney’s fees and expert’s fees, of all parties incurred in any dispute that is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

8.5 Modification. No modification, termination, or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.



8.6 **Waiver of Breach.** The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

8.7 **Successors and Assigns.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the Client without Consultant's consent in the event the Client is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

8.8 **No Conflict.** Consultant warrants that Consultant has not previously assumed any obligations inconsistent with those undertaken by Consultant under this Agreement.



IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

[Sequoia Grove Charter Alliance]

Royce Gough

Executive Director

Date:

[Creative Back Office]

Cory Cavanah

President

Date:



Addendum | December 2020

# Charter School CEO Compensation

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Supplemental data from our first-ever survey of charter school CEOs.

Presented by



# The following slides share CEO salary findings relative to the respondents':

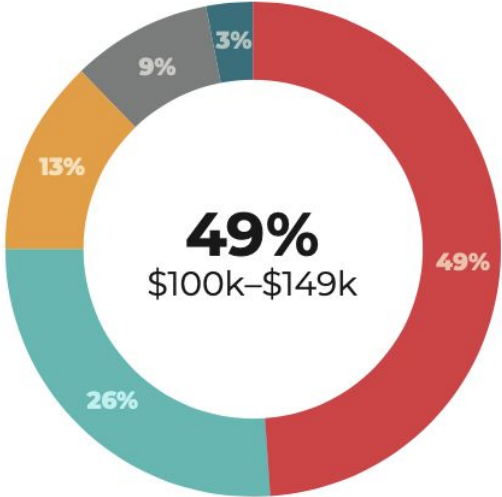
- Demographics
- Geography
- Organization size and scale

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# Demographics

# At face value, charter school CEOs' compensation nationwide is fairly simple.

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- Nationwide, the majority (75%) earn between \$100k and \$199k annually.
- 12% earn salaries below \$100k annually
- 13% earn salaries of \$200k or more annually

■ \$74k or less      ■ \$150k-\$199k  
■ \$75k-\$99k      ■ \$200k or more  
■ \$100k-\$149k

# Gender

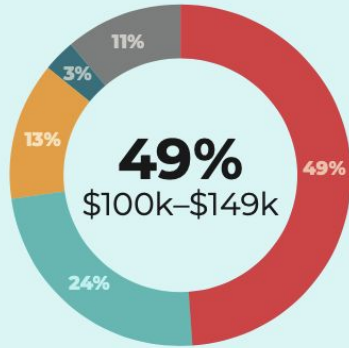
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One of the most [surprising results of our research](#) was the suggestion of a pay ceiling for women. And, while our data set in this first study was limited, Edgility's research has also shown these disparities.

Panelist Allison Wyatt of Edgility stated in no uncertain terms [during our webinar discussion](#) that there is a gender pay gap in the education space. What's more, it's actually even more pronounced in the education space than it is in the broader world. And it widens over time.

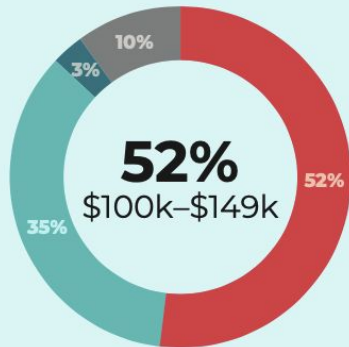


## Men's Salaries



→ 13% of the men surveyed earn \$200k or more

## Women's Salaries



→ None of the women surveyed earn at this level



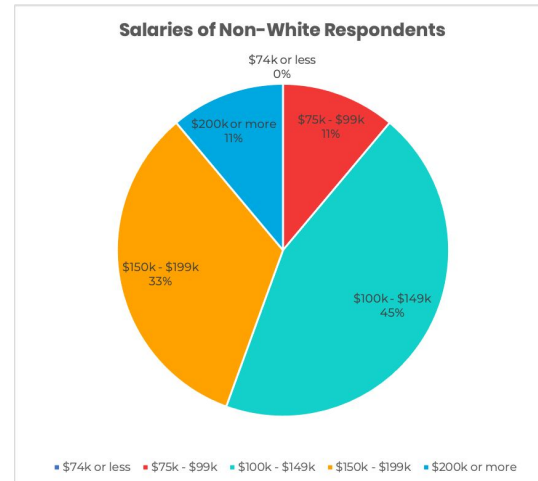
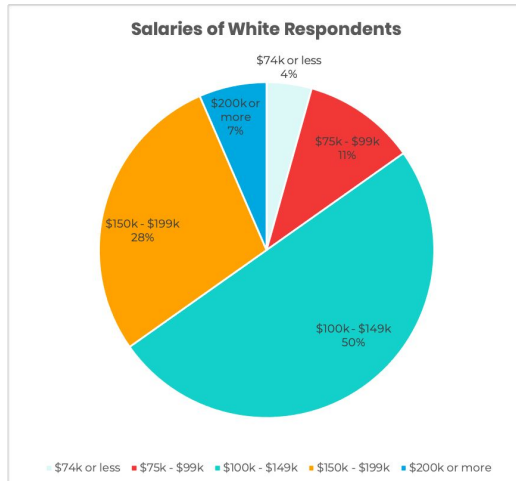
# Race

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Our data found very little difference in compensation for white and non-white respondents.

Approximately 70% of respondents were white; 17% identified as Black or African American; 5% as Latino; 3% as Asian or Pacific Islander; 4% chose not to respond.

In fact, the only differences were: 1) none of the non-white respondents earn below \$75k per year, and 2) a higher percentage (11% vs. 7%) of the non-white respondents earn \$200k or more per year.



# Education

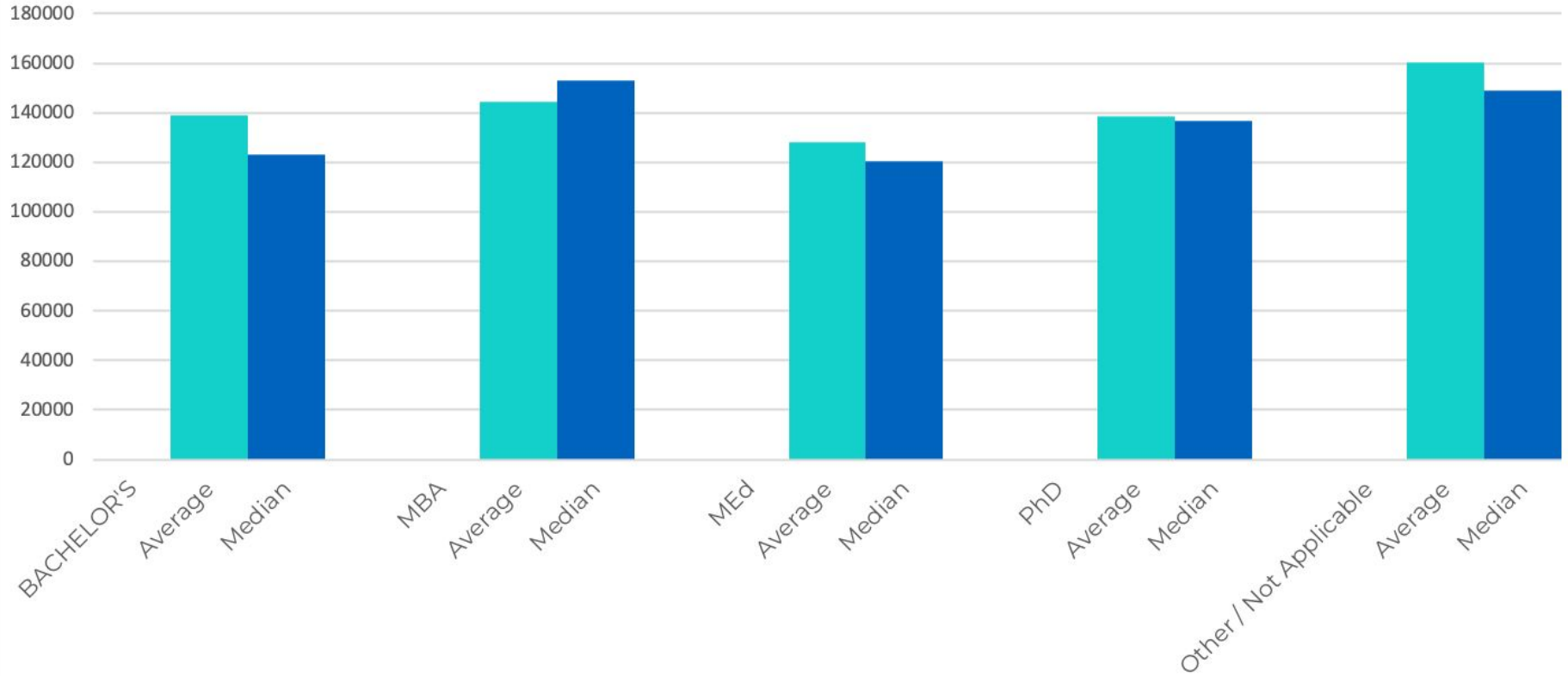
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The majority of our respondents — 65% — named their highest degree as a Masters of Education. A number of respondents hold a PhD, MBA, or Bachelor's. And 7% stated none of the above was applicable to their highest degree earned.

Those who report an MEd degree as their highest degree earned actually earn the lowest salaries when measured by either average or median. Their average salary is \$127,850; the median \$121,000. It's not dramatically lower than that of those reporting Bachelor's or PhD.

Still, it begs the question of the martyr syndrome that Allison and Marci discussed on our recent webinar. Do educators who become charter school CEOs refrain from advocating for higher salaries for themselves?

# Average and Median Salaries Based on Highest Degree Earned



# Experience

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Does a CEO's years experience in the charter school sector overall or years in current role have any bearing on experience?

The bulk of respondents have been in their current role for 10 years or less, with pretty even distribution across their first five years or in years 6 to 10.

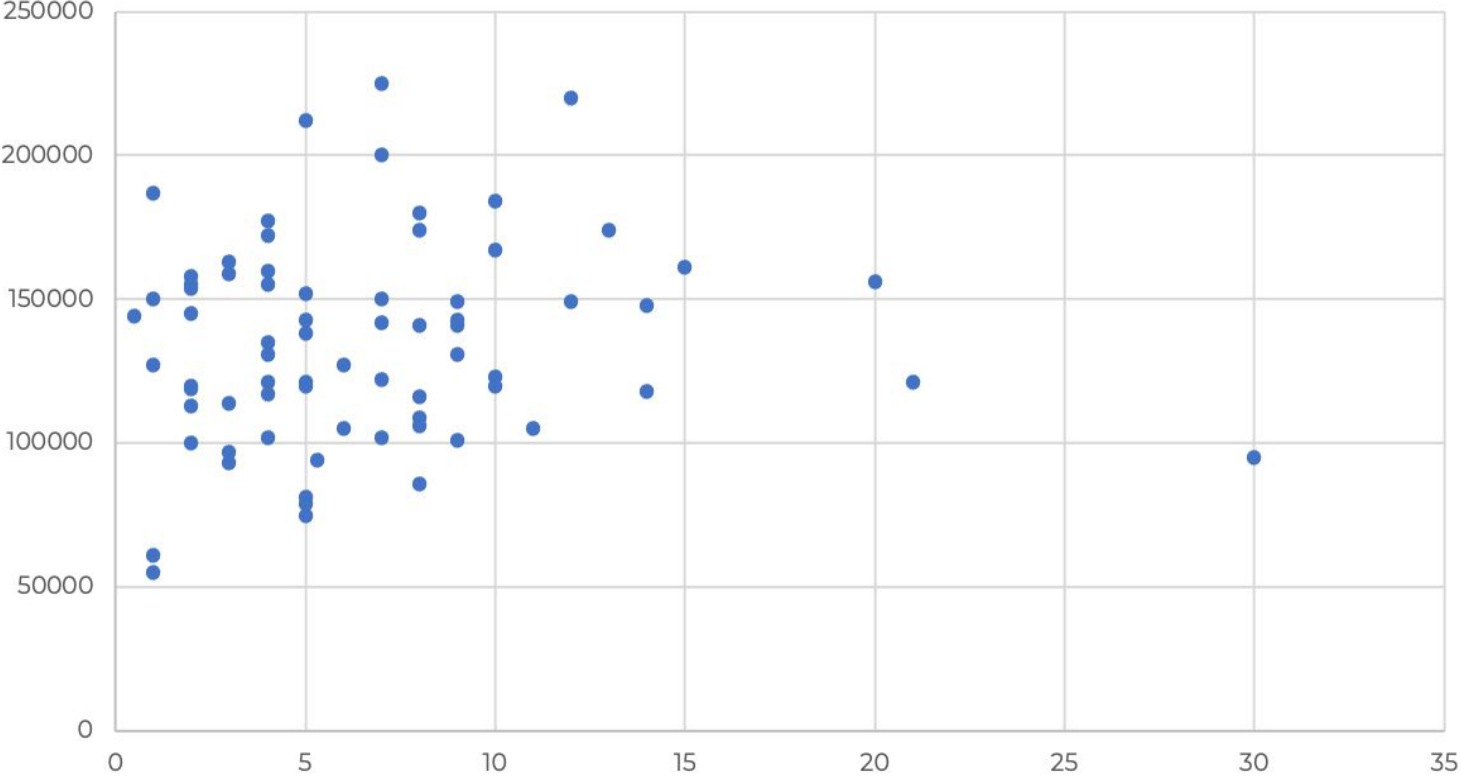
While very few respondents have been in the same role for 10 to 15 years, a considerable portion of them earn salaries of \$150k+.

**Interestingly, the split of salaries as compared to total number of years in the charter school sector is a bit different.**

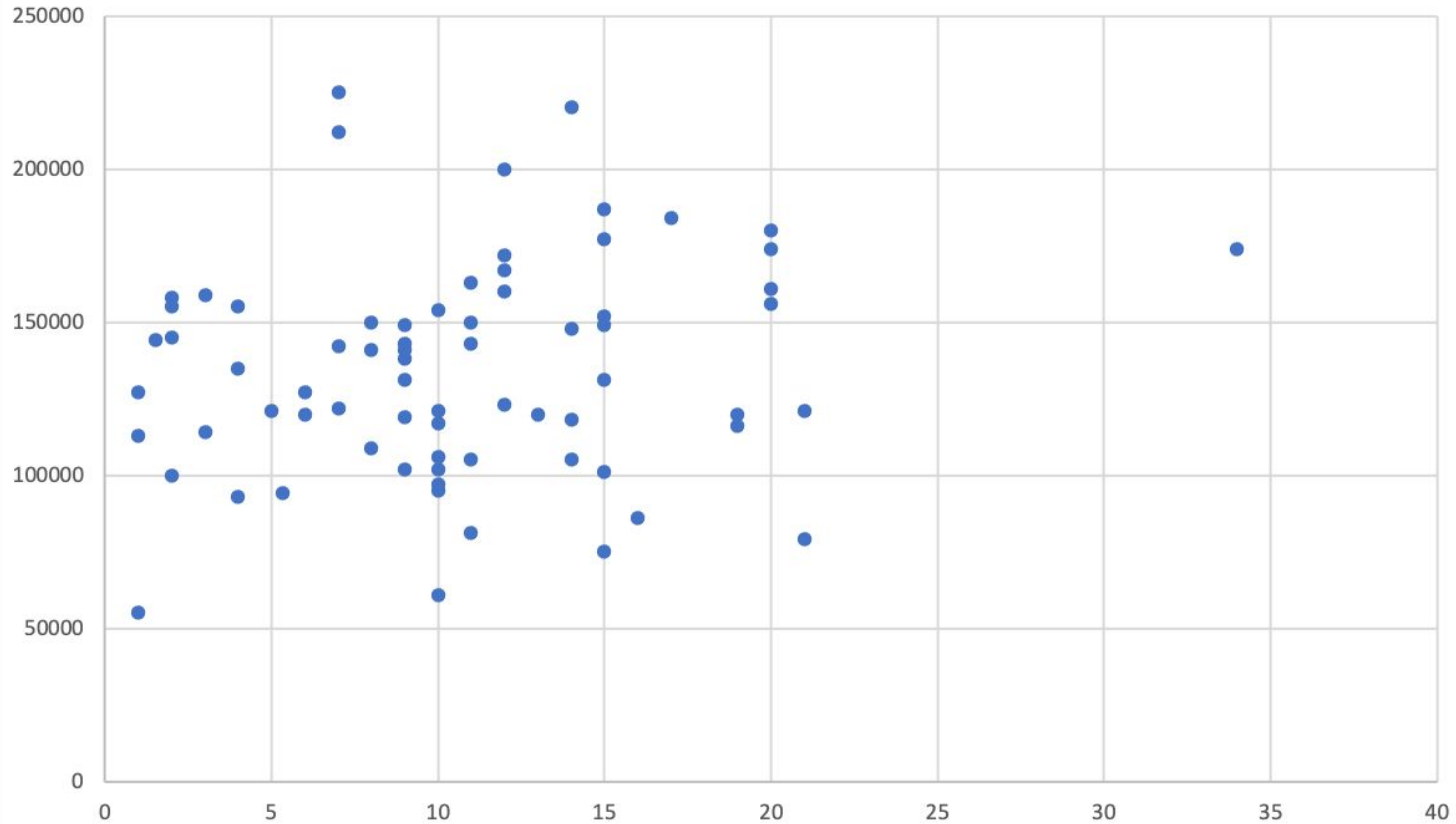
We see salaries below \$150k and even below \$100k persisting across the spectrum, while people who've been in their current role for longer are far less likely to earn below \$150k, and the only salaries at below \$100k are reported by people who've been in their current roles for a year or two.

A number of people have asked if the data shows a difference in compensation for founding CEOs as compared to non-founders. We're looking forward to exploring that in the next iteration of the survey.

### Salaries and Years in Current Role



## Salaries and Years in the Charter School Sector



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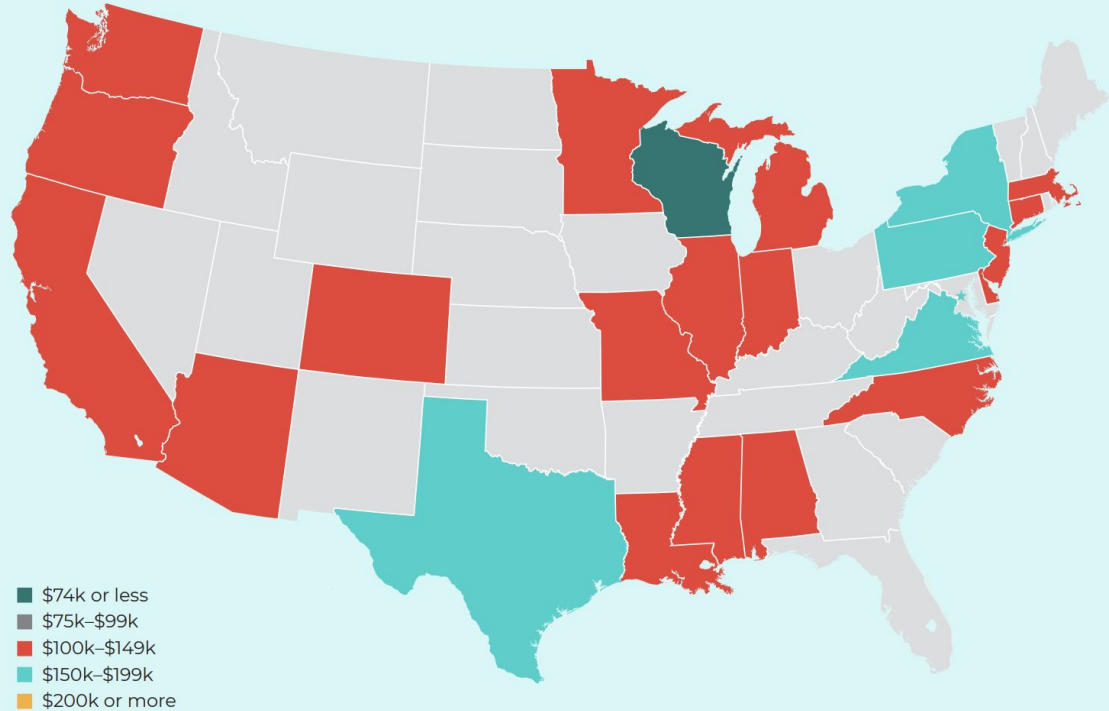
# Geography



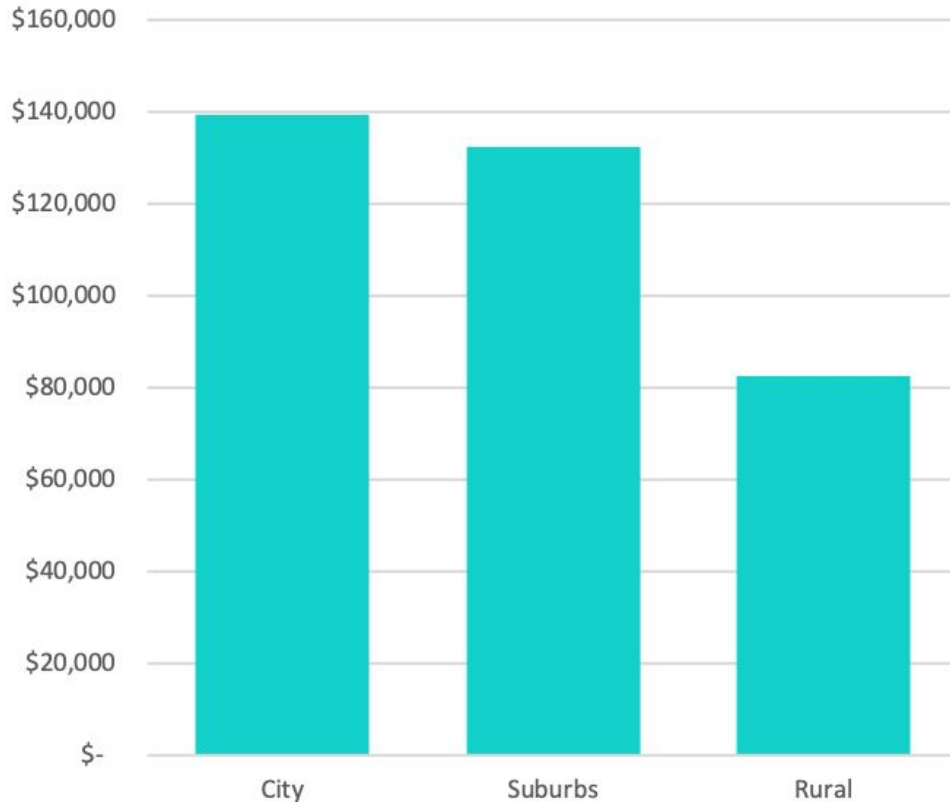
**Salary ranges are somewhat influenced by geography.**

While averages are fairly even, the CEOs in the higher salary brackets (\$150k–\$199k) and (\$200k+) tend to be in states where the cost of living is elevated.

## Average Charter School CEO Salary by State



## Average Salaries by Community Type



As might be expected, the highest average and media salaries happen in cities, where living expenses are also highest.

Schools located in suburban areas follow close behind.

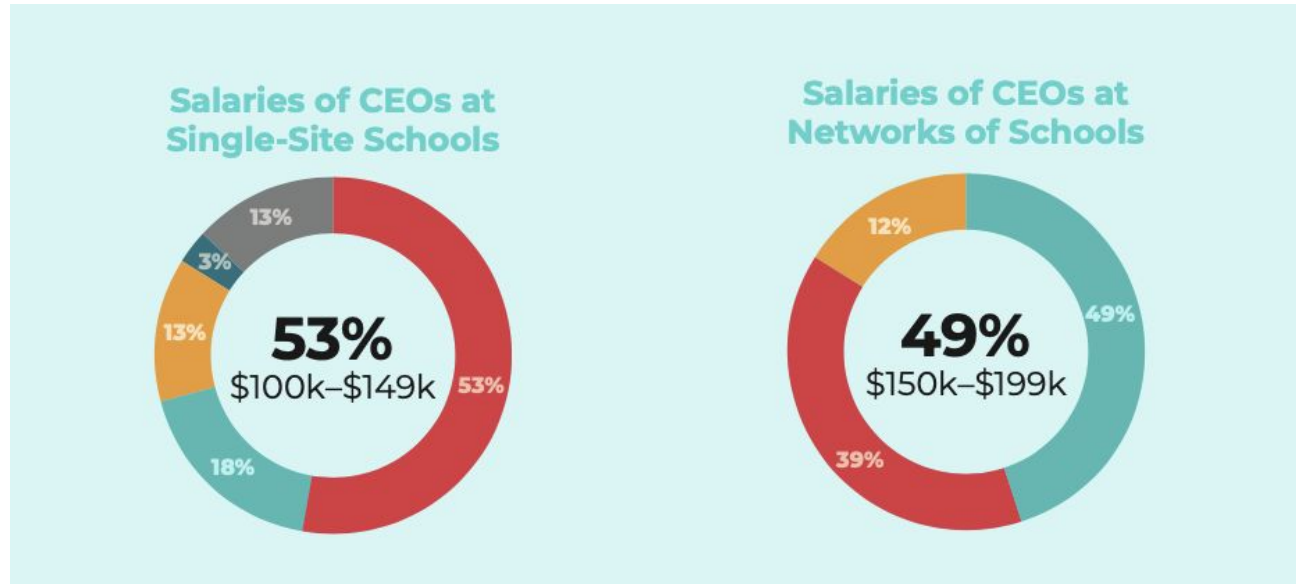
Rurally-located schools showing an average salary at 40% lower than that of urban counterparts and 38% lower than suburban counterparts.

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# Organization Size

# CEOs at networks of schools are far more likely to fall in the higher salary brackets, regardless of location.

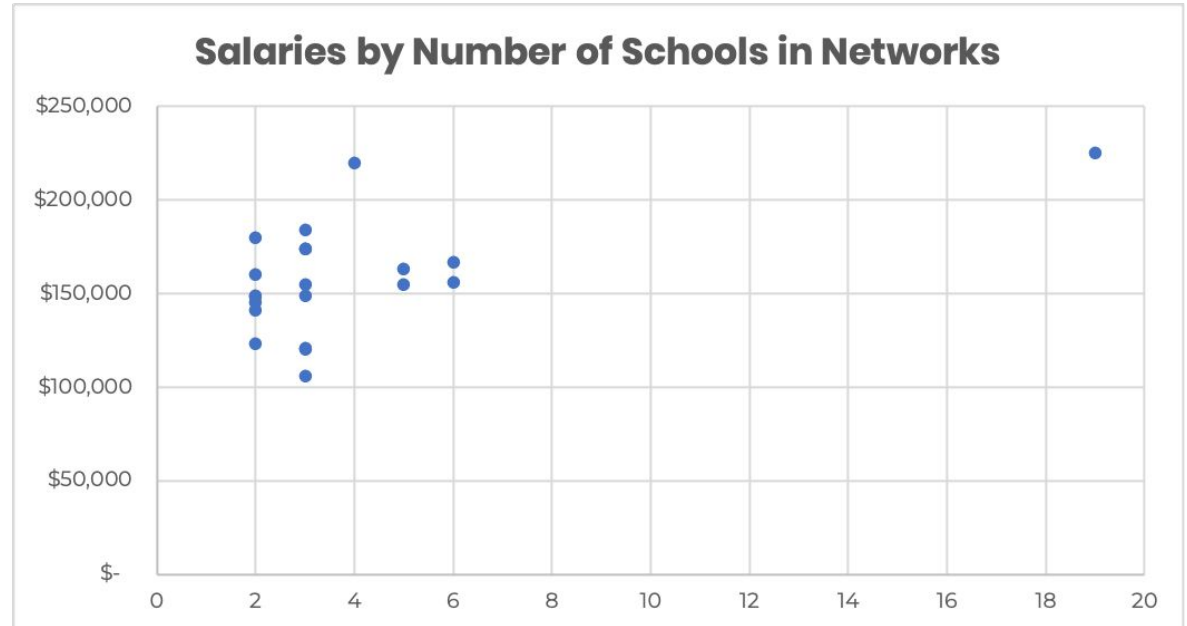
- \$74k or less
- \$75k-\$99k
- \$100k-\$149k
- \$150k-\$199k
- \$200k or more



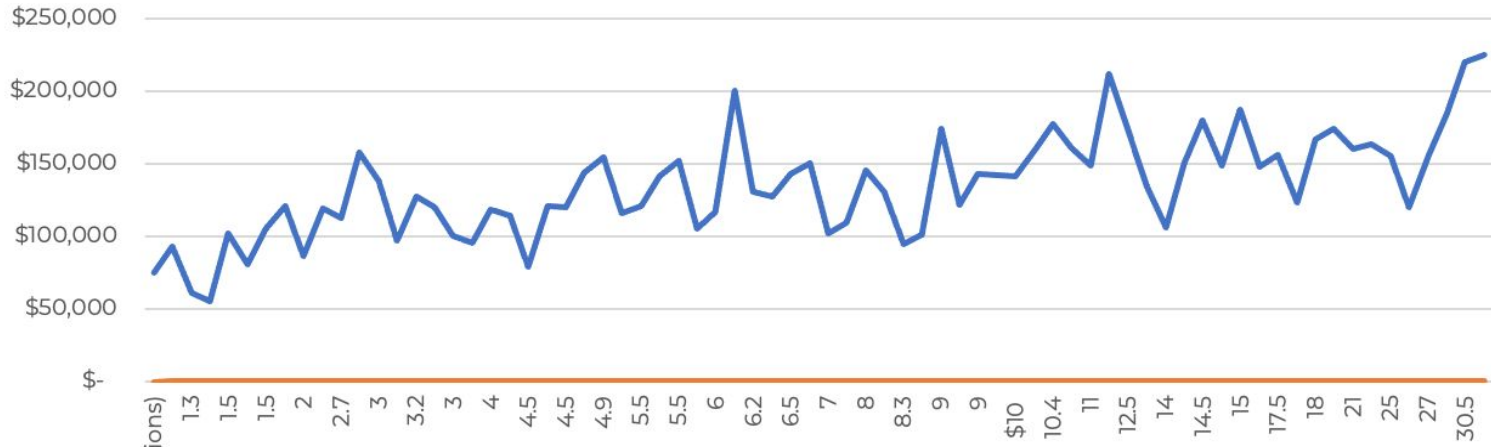
## Size of the network

[The original report confirmed that CEOs at networks of schools are far more likely to earn higher salaries,](#) regardless of location. But what about the size of those networks?

More data is needed here. With the limited data set, we're not seeing conclusive correlations between network size and annual CEO salary.

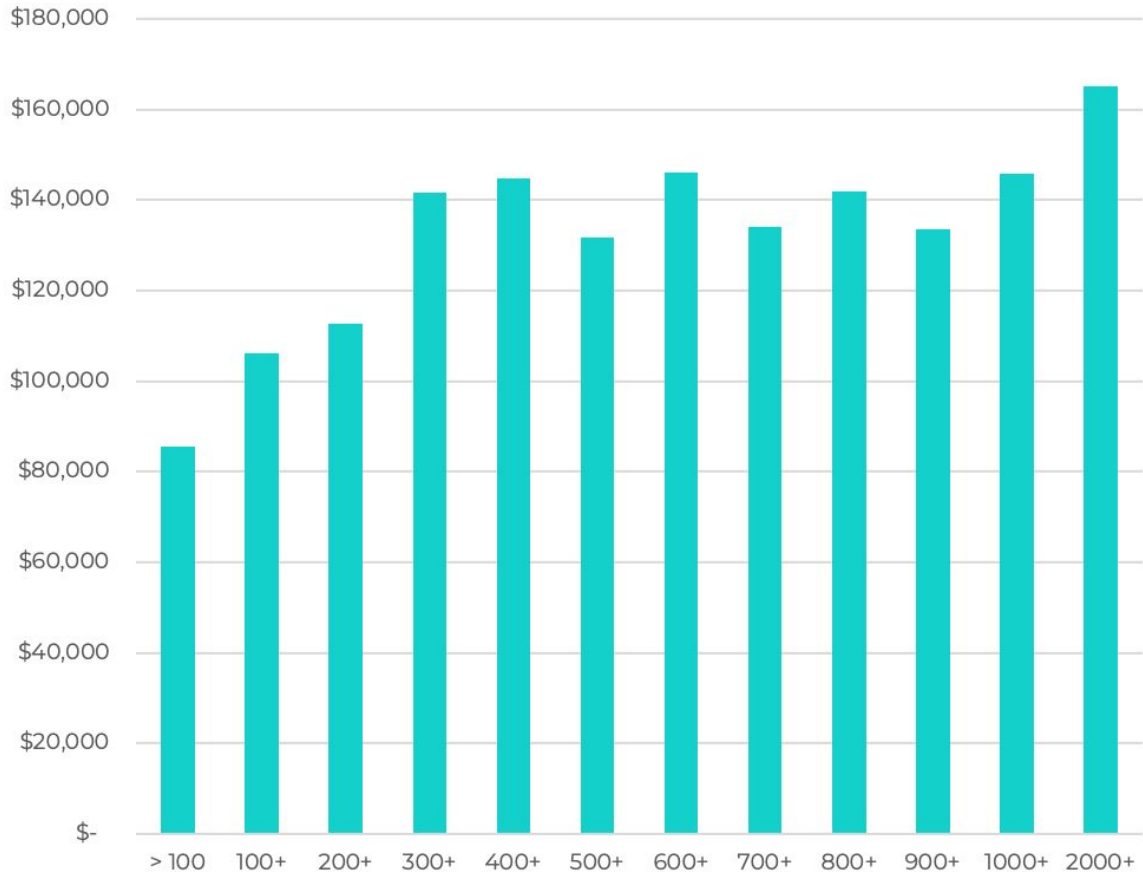


## CEO Salaries as Compared to Annual Operating Budget



While there is a general upward trend of CEO salaries alongside annual operating budget, there is too much variation at each level to serve as a rule.

## Average CEO Salary by Student Count



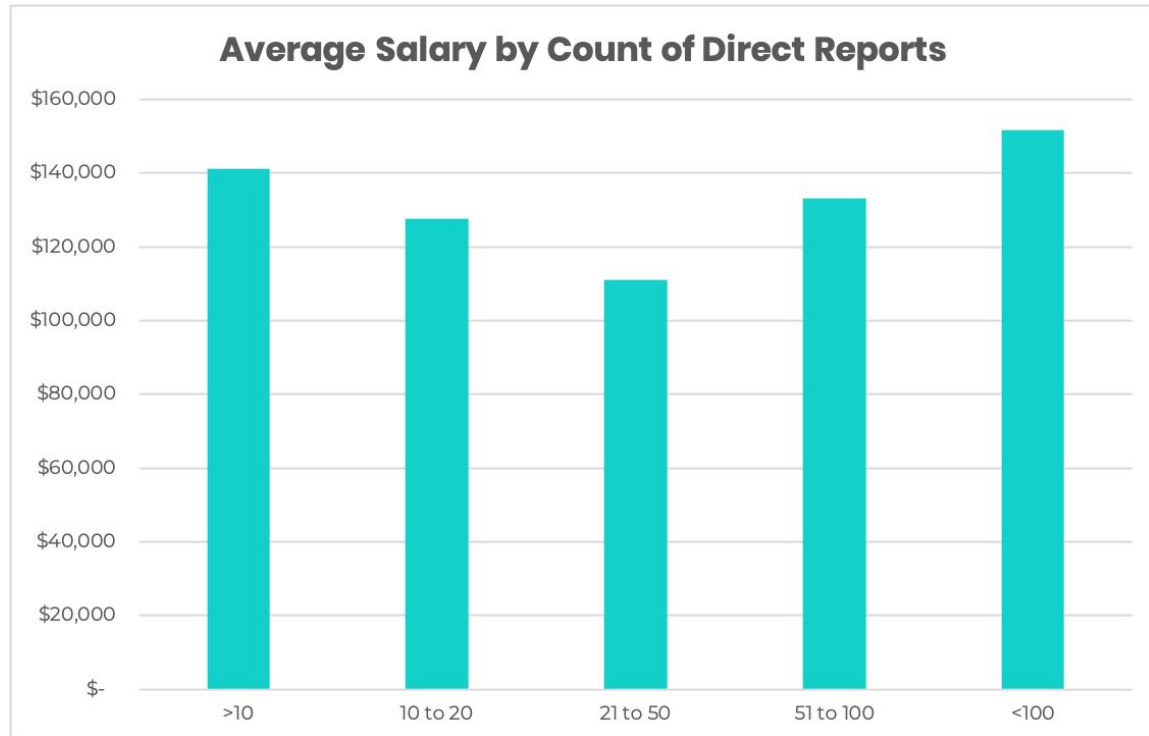
### Number of Students or Number of Employees

Overall, average CEO salary increases alongside student counts, with some outliers causing dips along the way.

However, there are wider variations when we look at CEO salary alongside their counts of direct reports.

Why does average salary fall steadily as the count of direct reports increases?

Several outliers in the set reporting 10 to 50 direct reports, and earning under \$100k annually. All but two of these are part of that cohort of MEd degree holders, who disproportionately skew towards the lower end of the salary scale.





# Download the full report to learn:

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1. How your board stacks up against the five key differences for boards who understand their CEO's role well
2. How and why to run an effective annual CEO evaluation
3. How the board-CEO partnership, CEO evaluation, and board's understanding of the CEO's role correlate with salary **and** CEO's likelihood to have plans to leave

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Visit [boardontrack.com/ceo](https://boardontrack.com/ceo) to download the report.

# **Knowledge + Action = Results**

How can we help you put this knowledge into action?

Ask us anything!

Comparisons									
Name	Location	# of Schools	Enrollment	Role/Services	# Days/Grades	Position	Current Base Salary	Percs/benefits	Advanced Degree Stipends
Average EXD Salary	CA	NA	NA	By employees		Executive Director	80,210	Bonus-25,000	
Average CEO	CA	NA	NA	By Employees		Chief Executive Officer	145,801	Profit Sharing	
CEO	CA	2 or more	** under 10-200	District		CEO	100,000-199,000		
Average Dist Superintendent	CA	Small-large	1,000 or less-over 4,000			Superintendent	138.667-250,285		
Golden Valley Charters	Sacramento/Placer	3	900	District	225/K-12	Executive Director	132,500		
Sequoia Grove	Sutter/Glenn CO/EL Dorado	4	4000*	Purchasing, materials/library, technology, personnel (HR), Enrollment, Alliance budget and Governance, Alliance facilities,	225. K-12	Executive Director	155,000-172,689	100% (M/D) 700/month phone/mileage, longevity	500-MA, 5000-DR
RAFOS	Placer CO	5	2500+	District	PreK-12	Superintendent	170,000	12,000 (H/W), 720/phone, 3000 longevity RBD	2500 DR
Key Academy	Hayward	2	559	District	225 K-8	Executive Director	175,000	full benefits	DR- 1,800
Gateway Community Charters	McClelland Park	9	4,700	District	225	Superintendent/CEO	219,000		
IEM	El Dorado	3		District	K-8	CEO			
Visions in Education	Sacramento	10	7,200	District	225/ 9-12	Superintendent	268,444	100%, Car, Phone	
Rocketship Education	5 states	12 in CA	20,000+	District	K-12	CEO			

\*\* employees supervised  
\* fall 2021

Suggested Salary Schedule

1	2	3	4	5	6	7	8	10
155,000	157,689	160,189	162,689	165,189.00	167,689.00	170,189.00	172,689.00	Longevity bonus TBD

Suggested total compensation include: 700 phone and mileage/month (annual), 100% benefits (M/D-annual), and DR stipend -\$5,000 if applicable.

# Building 1 First Floor



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Suite 112



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Suite 106

