



SEQUOIA GROVE CHARTER ALLIANCE

Sequoia Grove Charter Alliance Regular Board Meeting

Date and Time:

**December 15, 2022
6:00 pm**

Location:

Join Zoom Meeting

<https://sequoiagrove-org.zoom.us/j/86205619905?pwd=eG8rY0JKWW1mTmFRZmpDYUxnWWR5UT09>

**Meeting ID: 862 0561 9905
Passcode: 987460**

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. Director's Report - Royce
 - a. By the numbers
 - b. Staff Moves
 - c. Holiday Party invitation
- B. Discussion: Finances - Cory
- C. Discussion and Possible Action: Draft Audit - Royce/ Cory
- D. Discussion: Draft Fiscal Policy
- E. Discussion and Possible Action: Calendar update January 2 (Federal holiday) -Royce
- F. Discussion and Possible Action: Bylaws update: Removal of Winship - Royce
- G. Discussion and Possible Action: Draft Service Agreement 2023/24 - Royce

IV. Closing items

- A. Board of Director's Comments & Requests
- B. Announcement of Next Regular Scheduled Board Meeting
- C. Adjourn Meeting

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 Sequoia Grove Office at (916) 526-3794 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)).

2022-23 SGCA Budget Update – December 2022

2022-23 Revenue Projection - \$4,510,811

- *Based on agreement with Partner Schools*

2022-23 Projected Expenditures - \$4,465,632

2022-23 Projected Ending Balance - \$45,179



2022-23 Budget Comparison**Sequoia Grove
Year - 2 Budget Projections****Projected Revenues**

	Adopted Budget 7-7-22		Budget Update 10-31-22		Change from Adopted
	2022-23		2022-23		
Revenues					
Shared Services Agreement	\$	4,510,811	\$	4,510,811	\$ -
Misc. Revenue	\$	-	\$	-	
Total Revenues	\$	4,510,811	\$	4,510,811	\$ -

Projected Expenditures

Salaries					
2900 - Salaries	\$	2,645,002	\$	2,679,630	\$ 34,628
Total, Non-Certificated Salaries	\$	2,645,002	\$	2,679,630	
Employee Benefits & Taxes					
3300 - Medicare/ Social Security	\$	196,513	\$	198,991	\$ 2,478
3400 - Health and Welfare Benefits	\$	308,055	\$	301,350	\$ (6,705)
3500 - Unemployment Insurance	\$	17,640	\$	18,060	\$ 420
3600 - Workers Compensation	\$	8,991	\$	9,104	\$ 113
3900 - 403B	\$	219,008	\$	198,356	\$ (20,652)
Total, Employee Benefits	\$	750,207	\$	725,861	\$ (24,346)
Books & Supplies					
4300 - Materials & Supplies	\$	129,829	\$	129,830	\$ 1
4400 - Non-Cap Furniture & Equipment	\$	21,500	\$	21,500	\$ -
4500 - Furniture	\$	12,000	\$	12,000	\$ -
Total, Materials & Equipment	\$	163,329	\$	163,330	\$ -
Services & Operating					
5200 - Travel & Conferences	\$	19,733	\$	19,730	\$ (3)
5300 - Vehicles & Fleet	\$	30,000	\$	30,000	\$ -
5400 - General Liability Insurance	\$	28,268	\$	47,768	\$ 19,500
5500 - Utilities & Housekeeping Services	\$	12,374	\$	12,375	\$ 1
5600 - Facility Rent & Repairs	\$	250,412	\$	250,410	\$ (2)
5800 - Professional & Consulting Services	\$	470,974	\$	471,063	\$ 89
5900 - Communications	\$	40,400	\$	40,400	\$ -
Total, Services & Other Operating	\$	852,161	\$	871,746	\$ 19,585
Depreciation					
6900 - Depreciation	\$	25,065	\$	25,065	\$ -
Total, Capital Outlay	\$	25,065	\$	25,065	\$ -
Total Expenditures	\$	4,435,764	\$	4,465,632	\$ 29,868
Fiscal Year Ending Fund Balance	\$	75,047	\$	45,179	\$ (29,868)



SGCA 2022-23 Budget vs. Actuals thru 10/31/2022**Sequoia Grove
Year - 2 Budget Projections**

Projected Revenues	Actuals thru 10/31/22		Budget Update 10-31-22		Percentage of Budget
	2022-23		2022-23		
Revenues					
Shared Services Agreement	\$	1,503,604	\$	4,510,811	33%
Misc. Revenue	\$	-	\$	-	
Total Revenues	\$	1,503,604	\$	4,510,811	33%

Projected Expenditures

Salaries					
2900 - Salaries	\$	751,100	\$	2,679,630	28%
Total, Non-Certificated Salaries	\$	751,100	\$	2,679,630	28%
Employee Benefits & Taxes					
3300 - Medicare/ Social Security	\$	55,738	\$	198,991	28%
3400 - Health and Welfare Benefits	\$	121,324	\$	301,350	40%
3500 - Unemployment Insurance	\$	1,221	\$	18,060	7%
3600 - Workers Compensation	\$	9,203	\$	9,104	101%
3900 - 403B	\$	20,899	\$	198,356	11%
Total, Employee Benefits	\$	208,385	\$	725,861	29%
Books & Supplies					
4300 - Materials & Supplies	\$	49,992	\$	129,830	39%
4400 - Non-Cap Furniture & Equipment	\$	2,303	\$	21,500	11%
4500 - Furniture	\$	4,004	\$	12,000	33%
Total, Materials & Equipment	\$	56,299	\$	163,330	34%
Services & Operating					
5200 - Travel & Conferences	\$	6,345	\$	19,730	32%
5300 - Vehicles & Fleet	\$	7,961	\$	30,000	27%
5400 - General Liability Insurance	\$	36,130	\$	47,768	76%
5500 - Utilities & Housekeeping Services	\$	240	\$	12,375	2%
5600 - Facility Rent & Repairs	\$	94,489	\$	250,410	38%
5800 - Professional & Consulting Services	\$	155,638	\$	471,063	33%
5900 - Communications	\$	21,607	\$	40,400	53%
Total, Services & Other Operating	\$	322,410	\$	871,746	37%
Depreciation					
6900 - Depreciation	\$	-	\$	25,065	0%
Total, Capital Outlay	\$	-	\$	25,065	0%
Total Expenditures	\$	1,338,194	\$	4,465,632	30%





AUDIT REPORT

**FOR THE YEAR ENDED
JUNE 30, 2022**

A NONPROFIT PUBLIC BENEFIT CORPORATION

SEQUOIA GROVE CHARTER ALLIANCE
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JUNE 30, 2022

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Sequoia Grove Charter Alliance
Sacramento, California

Opinion

We have audited the accompanying financial statements of Sequoia Grove Charter Alliance (the "Organization") which comprise the statement of financial position as of June 30, 2022, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Sequoia Grove Charter Alliance as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Sequoia Grove Charter Alliance and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Substantial Doubt about the Organization's Ability to Continue as a Going Concern

The accompanying financial statements have been prepared assuming the Organization will continue as a going concern. As discussed in Note 13 to the financial statements, Sequoia Grove Charter Alliance has a negative net asset balance as of June 30, 2022. As a result, a substantial doubt exists about the Charter's ability to continue as a going concern. Management evaluation of the events and conditions and management's plans regarding those matters are also described in Note 13. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Sequoia Grove Charter Alliance's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Sequoia Grove Charter Alliance's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Sequoia Grove Charter Alliance's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated **December 2, 2022**, on our consideration of Sequoia Grove Charter Alliance's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Sequoia Grove Charter Alliance's internal control over financial reporting and compliance.

San Diego, California
December 2, 2022

**SEQUOIA GROVE CHARTER ALLIANCE
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2022**

ASSETS

Current assets	
Cash and cash equivalents	\$ 63,923
Accounts receivable	40,173
Prepaid expenses	19,621
Total current assets	<u>123,717</u>
Noncurrent assets	
Deposits	17,894
Capital assets, net	101,054
Total noncurrent assets	<u>118,948</u>
Total Assets	<u>\$ 242,665</u>

LIABILITIES AND NET ASSETS

Liabilities	
Accounts payable	\$ 176,339
Deferred rent	19,161
Unearned revenue	84,921
Total liabilities	<u>280,421</u>
Net assets	
Without donor restrictions	<u>(37,756)</u>
Total net assets	<u>(37,756)</u>
Total Liabilities and Net Assets	<u>\$ 242,665</u>

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The notes to the financial statements are an integral part of this statement.

**SEQUOIA GROVE CHARTER ALLIANCE
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2022**

	Without Donor Restrictions
SUPPORT AND REVENUES	
Administrative support service fees	\$ 3,646,470
Miscellaneous income	2,155
Total Support and Revenues	<u>3,648,625</u>
EXPENSES	
Program services	2,969,516
Management and general	716,865
Total Expenses	<u>3,686,381</u>
CHANGE IN NET ASSETS	(37,756)
Net Assets - Beginning	<u>-</u>
Net Assets - Ending	<u>\$ (37,756)</u>

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The notes to the financial statements are an integral part of this statement.

**SEQUOIA GROVE CHARTER ALLIANCE
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2022**

	Program Services	Management and General	Total
EXPENSES			
Personnel expenses			
Salaries and wages	\$ 1,875,299	\$ 293,280	\$ 2,168,579
Pension plan contributions	53,436	8,357	61,793
Payroll taxes	160,533	25,106	185,639
Other employee benefits	278,974	43,629	322,603
Total personnel expenses	<u>2,368,242</u>	<u>370,372</u>	<u>2,738,614</u>
Non-personnel expenses			
Professional services	11,092	128,904	139,996
Advertising and promotion	-	7,468	7,468
Office expenses	66,985	49,093	116,078
Information technology	375,914	-	375,914
Occupancy	119,367	116,202	235,569
Travel	9,122	-	9,122
Conferences and meetings	18,794	-	18,794
Depreciation	-	17,904	17,904
Insurance	-	26,922	26,922
Total non-personnel expenses	<u>601,274</u>	<u>346,493</u>	<u>947,767</u>
Total Expenses	<u>\$ 2,969,516</u>	<u>\$ 716,865</u>	<u>\$ 3,686,381</u>

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The notes to the financial statements are an integral part of this statement.

**SEQUOIA GROVE CHARTER ALLIANCE
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2022**

CASH FLOWS FROM OPERATING ACTIVITIES	
Change in net assets	\$ (37,756)
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities	
Depreciation	17,904
(Increase) decrease in operating assets	
Accounts receivable	(40,173)
Prepaid expenses	2,566
Deposits	(1,982)
Increase (decrease) in operating liabilities	
Accounts payable	170,083
Deferred rent	19,161
Unearned revenue	(246,749)
Net cash provided by (used in) operating activities	<u>(116,946)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchase of capital assets	<u>(118,958)</u>
Net cash provided by (used in) investing activities	<u>(118,958)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(235,904)
Cash and cash equivalents - Beginning	<u>299,827</u>
Cash and cash equivalents - Ending	<u>\$ 63,923</u>
SUPPLEMENTAL DISCLOSURE	
Cash paid for interest	<u>\$ -</u>

The notes to the financial statements are an integral part of this statement.

**SEQUOIA GROVE CHARTER ALLIANCE
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2022**

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Sequoia Grove Charter Alliance (the “Organization” or “SGCA”) was formed as a nonprofit public benefit corporation on January 4, 2021 for the purpose of providing task-related administrative support to the following public charter schools operated by, and under the supervision and ultimate decision-making authority of, the nonprofit public benefit corporations established under the same name:

- Feather River Charter School (Charter No. 1801 authorized by Winship-Robbins Elementary School District)
- Winship Community School (Charter No. 1826 authorized by Winship-Robbins Elementary School District)
- Clarksville Charter School (Charter No. 1891 authorized by Buckeye Union School District)
- Lake View Charter School (Charter No. 2069 authorized by Lake Elementary School District)

The supported organizations listed above are referred to as the partner or member schools. Funding sources primarily consist of service fees from the partner schools. The main focus of the Organization is to support and expand home teaching programs and educational opportunities for families enrolled in the member schools. The Organization’s board composition consists of one representative from each member school.

B. Basis of Accounting

The Organization’s policy is to prepare its financial statements on the accrual basis of accounting; consequently, revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed.

C. Financial Statement Presentation

The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) “Audit and Accounting Guide for Not-for-Profit Organizations” (the “Guide”). ASC 958-205 was effective July 1, 2018. Under the Guide, Sequoia Grove Charter Alliance is required to report information regarding its financial position and activities according to two classes of net assets:

Net assets without donor restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net assets with donor restrictions – These assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires (that is until the stipulated time restriction ends or the purpose of the restriction is accomplished) the net assets are restricted. When a restriction expires, restricted net assets are reclassified to net assets without donor restrictions.

D. Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures, such as depreciation expense and the net book value of capital assets. Accordingly, actual results could differ from those estimates.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

E. Service Fee Revenue

The Organization has adopted FASB Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The core principle of this ASU is that an entity should recognize revenue to depict the transfer of goods and services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. The standard provides a five-step model for revenue recognition.

The Organization holds an administrative support services agreement with each member school that identifies the performance obligations and the transaction price for each performance obligation. The Organization recognizes service fee revenue when it has satisfied the stated performance obligation.

F. Contributions

Unconditional contributions are recognized when pledged and recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Conditional promises to give are recognized when the conditions on which they depend are substantially met. Gifts of cash and other assets are reported with donor restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported on the statement of activities as “net assets released from restrictions.” Donor-restricted contributions whose restrictions are met in the same reporting period are reported as net assets without donor restriction support. Contributions restricted for the acquisition of land, buildings, and equipment are reported as net assets without restriction upon acquisition of the assets and the assets are placed in service.

Non-cash contributions of goods, materials, and facilities are recorded at fair value at the date of contribution. Contributed services are recorded at fair value at the date of contribution if they are used to create or enhance a non-financial asset or require specialized skills, are provided by someone possessing those skills, and would have to be purchased by the organization if not donated.

G. Functional Expenses

The costs of providing services have been summarized on a functional basis in the statement of activities and detailed in the statement of functional expenses. Certain costs and expenses have been allocated between program and supporting services based on management’s estimates.

H. Cash and Cash Equivalents

Sequoia Grove Charter Alliance considers all highly liquid deposits and investments with an original maturity of less than ninety days to be cash equivalents.

I. Investments

The Organization’s method of accounting for most investments is the fair value method. Fair value is determined by published quotes when they are readily available. Gains and losses resulting from adjustments to fair values are included in the accompanying statement of activities. Investment return is presented net of any investment fees.

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

J. Receivables and Allowances

Accounts receivable are stated at the amount management expects to collect from outstanding balances. An allowance for doubtful accounts is established, as necessary, based on past experience and other factors which, in management's judgment, deserve current recognition in estimating bad debts. Such factors include the relationship of the allowance for doubtful accounts to accounts receivable and current economic conditions. Based on review of these factors, the Organization establishes or adjusts the allowance for specific revenue sources as a whole. At June 30, 2022, an allowance for doubtful accounts was not considered necessary as all accounts receivable were deemed collectible.

K. Capital Assets

Sequoia Grove Charter Alliance has not yet adopted a policy to capitalize asset purchases; however, management has elected to capitalize all start-up purchases of furniture and equipment valued over \$1,000 and with a useful life over one-year. Capital assets are depreciated using the straight-line method over the estimated useful lives of the furniture and equipment, which has been estimated at seven (7) years.

L. Unearned Revenue

Unearned revenue arises when potential revenue does not meet the criteria for recognition in the current period and when resources are received by the organization prior to the incurrence of expenses. In subsequent periods, when both revenue recognition criteria are met, the liability for unearned revenue is removed from the statement of financial position and revenue is recognized.

M. Income Taxes

Sequoia Grove Charter Alliance is a 509(a)(1) publicly supported nonprofit organization that is exempt from income taxes under Section 501(a) and 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation. The Organization is exempt from state franchise or income tax under Section 23701(d) of the California Revenue and Taxation Code. The Organization is required to register with the California Attorney General as a charity and adhere to annual registration filing requirements.

The Organization's management believes all of its significant tax positions would be upheld under examination; therefore, no provision for income tax has been recorded. The Organization's information and/or tax returns are subject to examination by the regulatory authorities for up to four years from the date of filing.

N. Fair Value Measurements

FASB ASC 820, *Fair Value Measurement*, establishes a fair value hierarchy that prioritizes inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. The three levels of the fair value hierarchy are described below:

- Level 1 Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.
- Level 2 Inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.
- Level 3 Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

SEQUOIA GROVE CHARTER ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2022

NOTE 1 – SIGNIFICANT ACCOUNTING POLICIES (continued)

O. New Accounting Pronouncement

Leases

In February 2016, FASB issued ASU No. 2016-02, *Leases (Topic 842)*. The objective of the ASU is to increase transparency and comparability in financial reporting by requiring balance sheet recognition of leases and note disclosure of certain information about lease arrangements. The new FASB ASU topic on leases consists of five subtopics: overall, lessee, lessor, sale and leaseback transactions, and leveraged lease arrangements. ASU No. 2016-02 is applicable to any entity that enters into a lease. The new lease standard is effective for private nonprofits with fiscal years beginning after December 15, 2021. The Organization will determine the impact on the financial statements once required to implement in the 2022-23 fiscal year.

NOTE 2 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents, as of June 30, 2022, consists of cash in banks of \$63,923 held in non-interest bearing accounts. As of June 30, 2022, Sequoia Grove Charter Alliance’s bank balance was not exposed to custodial credit risk as there were no deposits over \$250,000 in accounts at any one insured bank. Custodial credit risk is the risk that in the event of a bank failure, an organization’s deposits may not be returned to it. Sequoia Grove Charter Alliance does not have a policy for custodial credit risk for deposits. The FDIC insures up to \$250,000 per depositor per insured bank.

NOTE 3 – ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2022, consists of \$40,173 due from two member schools for service fees.

NOTE 4 – CAPITAL ASSETS

A summary of activity related to capital assets during the year ended June 30, 2022 consists of the following:

	July 1, 2021	Additions	Disposals	June 30, 2022
Furniture and equipment				
Office furniture	\$ -	\$ 36,428	\$ -	\$ 36,428
Computer equipment	-	82,530	-	82,530
Total property and equipment	-	118,958	-	118,958
Less accumulated depreciation	-	(17,904)	-	(17,904)
Capital Assets, net	\$ -	\$ 101,054	\$ -	\$ 101,054

NOTE 5 – ACCOUNTS PAYABLE

Accounts payable consists of \$176,339 for costs incurred but not yet paid for as of June 30, 2022. These costs relate to the following:

Salaries and benefits	\$ 93,317
Vendor payables	83,022
Total Accounts Payable	\$ 176,339

SEQUOIA GROVE CHARTER ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2022

NOTE 6 – UNEARNED REVENUE

Deferred revenue as of June 30, 2022, consists of the following:

Overpayment of service fees	\$ 64,921
Deposits held for member schools	20,000
Total Unearned Revenue	\$ 84,921

NOTE 7 – DEFERRED RENT LIABILITY

Sequoia Grove Charter Alliance held a deferred rent liability of \$19,161 as of June 30, 2022. The deferred rent liability is associated with the lease agreements disclosed in Note 12 (operating leases). In accordance with generally accepted accounting principles, multi-year lease agreements with varying lease payments should be expensed using a straight-line basis over the life of the lease. Consequently, lease expense attributed to the lease agreements was \$201,950, which differs from actual lease payments made of \$182,790 for the year ended June 30, 2022. Future minimum lease payments, lease expense, and the difference between these amounts are as follows:

Fiscal Year Ending June 30,	Lease Payments	Lease Expense	Prepaid/ (Deferred)
2023	\$ 208,718	\$ 201,950	\$ (6,768)
2024	152,002	141,181	(10,821)
2025	20,038	18,466	(1,572)
Total	\$ 380,758	\$ 361,597	\$ (19,161)

NOTE 8 – NET ASSETS

As of June 30, 2022, the Organization did not hold any net assets with donor restrictions. Certain designations or reserves have been made for the use of net assets without donor restrictions either by the board, management or by nature of the financial assets held by the Organization. At June 30, 2022, the Organization's net assets without donor restrictions consists of the following:

Net investment in capital assets	\$ 101,054
Undesignated	(138,810)
Total Net Assets without Donor Restrictions	\$ (37,756)

NOTE 9 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The following table reflects the Organization's financial assets as of June 30, 2022, reduced by amounts not available for general expenditure within one year. Financial assets are considered not available for general use when illiquid or not convertible to cash within one year, consist of assets held for others or are held aside by the governing board for specific contingency reserves. Any board designations could be drawn upon if the board approves that action.

Financial assets	
Cash and cash equivalents	\$ 63,923
Accounts receivable	40,173
Prepaid expenses	19,621
Financial assets available to meet cash needs for expenditures within one year	\$ 123,717

SEQUOIA GROVE CHARTER ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2022

NOTE 10 – RETIREMENT PLAN

Sequoia Grove Charter Alliance sponsors a defined contribution plan, which covers employees that the Organization determines to be eligible to participate each year. The plan provides for a discretionary contribution of the covered employees' eligible compensation. Contributions to the plan for the year ended June 30, 2022, were \$61,793.

NOTE 11 – RELATED PARTY TRANSACTIONS

Partner Schools

Sequoia Grove Charter Alliance participated in a joint venture with the four (4) partner charter schools listed in Note 1A. Currently, the Organization's board is comprised of one board member from the board of each partner charter school, with the exception of Feather River Charter School, whose position is vacant with the Organization as of June 30, 2022. The relationship between the Organization and the partner schools is such that the Organization is not financially inter-related to the partner schools for financial reporting purposes.

Administrative support service agreements with each partner school includes an annual fee of 9% of the partner school's revenues. Fees collected and recognized as revenue for the Organization totaled \$3,646,470 for the fiscal year ended June 30, 2022. Service fee revenue by each partner school is as follows:

Feather River Charter School	\$ 1,556,290
Winship Community School	225,464
Clarksville Charter School	1,323,709
Lake View Charter School	541,007
Total Administrative Support Service Fees	\$ 3,646,470

NOTE 12 – COMMITMENTS AND CONTINGENCIES

Specific Concentrations

During the year ended June 30, 2022, Sequoia Grove Charter Alliance received approximately 99.9% of its support and revenues from the four partner schools listed in Note 1A. A significant reduction in the level of support from these sources, if this were to occur, may have an effect on the Organization's program and activities.

Partner School Authorization

The charter schools that are partner or member schools of Sequoia Grove Charter Alliance are approved to operate as public charter schools through authorization by the school districts listed in Note 1A. As such, the charter schools are subject to the risk of possible non-renewal or revocation at the discretion of their respective authorizing agency if certain criteria for student outcomes, management, and/or fiscal solvency are not met.

Pending or Threatened Litigation

The Organization is involved in various litigation arising from the normal course of business. In the opinion of management and legal counsel, the disposition of all litigation pending is not expected to have a material adverse effect on the overall financial position of the Organization as of June 30, 2022.

SEQUOIA GROVE CHARTER ALLIANCE
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2022

NOTE 12 – COMMITMENTS AND CONTINGENCIES (continued)

Operating Leases

In June 2021, the Organization entered into a lease agreement to occupy space located in Sacramento, California. The lease called for a security deposit of \$5,893, which has been recorded as a noncurrent asset on the statement of financial position. The lease agreement covers a term beginning July 1, 2021 through October 31, 2023.

Also in June 2021, the Organization entered into a lease agreement to occupy space located in Roseville, California. The lease called for a security deposit of \$10,019, which has been recorded as a noncurrent asset on the statement of financial position. The lease agreement covers a term beginning June 1, 2021 through August 31, 2024.

In July 2021, the Organization entered into a lease agreement to occupy space located in Sacramento, California. The lease called for a security deposit of \$1,982, which has been recorded as a noncurrent asset on the statement of financial position. The lease agreement covers a term beginning July 1, 2021 through October 31, 2023.

During the fiscal year ended June 30, 2022, the Organization paid \$182,790 in lease payments under these operating leases. Future minimum lease payments are disclosed in the table at Note 7.

NOTE 13 – GOING CONCERN/NEGATIVE NET ASSETS

At June 30, 2022, the Organization's net asset balance was a deficit \$37,756. The negative net asset balance along with recent closure of one of its partner schools are key factors that raise substantial doubt about the Organization's ability to continue as a going concern. The accompanying financial statements have been prepared on a going concern basis and do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classifications of liabilities that may result should the Organization be unable to continue as a going concern. Management's plans to mitigate the conditions and events that raise substantial doubt about the Organization's ability to continue as a going concern include the following:

Sequoia Grove Charter Alliance's 2022-23 operating budget is projected to be \$68,500 positive, which will erase the negative fund balance from the 2021-22 fiscal year and allow the organization to have a modest reserve as of 6/30/2023. It should be noted that 2021-22 was the first year of operations for SGCA and the organization incurred \$115,000 of one-time expenses for start-up legal services, technology services, and facility improvements that are not considered to be on-going expenditures.

Additionally, for the 2022-23 fiscal year SGCA changed their operating agreement with the (3) remaining partner schools to a fixed-cost model compared to the percentage of revenue calculation that was in place for 2021-22. As a result, SGCA's revenue for 2022-23 is projected at \$4,510,811 which is \$864,341 more than 2021-22 revenue.

Furthermore, the collective enrollment of the (3) partner schools is over 5,000. This cumulative enrollment is 300 greater than the 2021-22 enrollment of the (then) 4 partner schools, which ensures sustainability across the Organization's related parties and future revenues. It should also be noted 100% of the enrollment from Winship Community School was transferred over to Feather River Charter, which is one of the (3) remaining partner schools.

These actions would bring the Organization's net assets to a positive balance. The Organization's ability to restore its net asset balance to a surplus is mainly dependent on its ability to meet its operating budget goals; however, there have been no assurances that the Organization will be successful in its efforts.

NOTE 14 – SUBSEQUENT EVENTS

Sequoia Grove Charter Alliance has evaluated subsequent events for the period from June 30, 2022 through **December 2, 2022**, the date the financial statements were available to be issued.

Effective June 30, 2022, Winship Community School closed its public charter school (Charter No. 1826). Consequently, no future revenues are expected to be collected after this date, which results in possible early termination or modification to the multi-year administrative support services agreement held between this partner school and Sequoia Grove Charter Alliance.

Management did not identify any other transactions or events that require disclosure or that would have an impact on the financial statements.

DRAFT

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Independent Auditors' Report

To the Board of Directors of
Sequoia Grove Charter Alliance
Sacramento, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of Sequoia Grove Charter Alliance (the "Organization") as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Organization's basic financial statements and have issued our report thereon dated **December 2, 2022**.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting ("internal control") as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as Finding 2022-001 that we consider to be a significant deficiency.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Sequoia Grove Charter Alliance's Response to Finding

Government Auditing Standards requires the auditor to perform limited procedures on Sequoia Grove Charter Alliance's response to the finding identified in our audit described in the accompanying schedule of findings and questioned costs as the corrective action plan. The Organization's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

San Diego, California

December 2, 2022

DRAFT

**SEQUOIA GROVE CHARTER ALLIANCE
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 FOR THE YEAR ENDED JUNE 30, 2022**

PART I – SUMMARY OF AUDITORS’ RESULTS

Financial Statements

Type of auditors' report issued	<u>Unmodified</u>
Internal control over financial reporting:	
Material weakness(es) identified?	<u>No</u>
Significant deficiency(ies) identified not considered to be material weaknesses?	<u>Yes</u>
Noncompliance material to financial statements noted?	<u>None</u>

Federal Awards

The entity did not expend more than \$750,000 in federal awards; therefore, a Federal Single Audit under OMB Uniform Grant Guidance is not applicable.

PART II – FINANCIAL STATEMENT FINDINGS

FINDING 2022-001: LACK OF WRITTEN FISCAL POLICIES AND PROCEDURES

Criteria: The Organization should design, implement, and maintain internal controls relevant to its financial transactions. Written fiscal policies and procedures are used to establish an entity’s internal controls and for ensuring compliance with regulatory standards.

Condition: Upon inquiry of management personnel, it was noted that the Organization lacked written fiscal policies and procedures to document general business operations and cover major financial transactions. Internal procedures for oversight, evaluation, monitoring, and control of the Organization were informal and based primarily on knowledge from and were at the discretion of the Organization’s management staff and its external business services consultant. The Organization incurred a significant amount of start-up costs, which were recorded as fixed assets, yet no capital asset threshold had been established. Expenses did not appear to have a clear pre-approval process prior to being incurred.

Cause: The Organization was in its first year of operation and had not yet established such policies.

Effect: Lack of written policies and procedures allows for the possibility of improper and inconsistent accounting for transactions as well as a disruption in operations should the Organization experience staff turnover.

Repeat Finding: This is not a repeat finding.

Recommendation: We recommend that the Organization create and board-approve a fiscal policies and procedures manual to include significant components of its financial management system including financial planning and reporting, revenue/receivables, expenses/payables, payroll/human resources, and fixed asset management. The manual should be referenced for proper accounting of transactions as well as for general business operations. Further, the manual should be reviewed and updated as necessary.

Corrective Action Plan: SGCA administrators will work with its Back Office to develop a Fiscal Policies & Procedures that will be brought before the SGCA board for approval. The Fiscal Policies & Procedures will include all the items listed in the audit (financial planning & reporting, revenue / receivables, expenses / payables et. al) as well as additional procedures as necessary for SGCA's operations and related party transactions with our partner schools.

**SEQUOIA GROVE CHARTER ALLIANCE
SCHEDULE OF FINDINGS AND QUESTIONED COSTS, continued
FOR THE YEAR ENDED JUNE 30, 2022**

PART III – SUMMARY OF PRIOR AUDIT FINDINGS

This schedule presents the status of actions taken by the Organization on each of the findings and recommendations reported in the prior year audit; however, there was no audit conducted nor required to be conducted in the year ended June 30, 2021.

DRAFT

2022-2023 CSO Staff Calendar



SEQUOIA
GROVE
CHARTER
ALLIANCE

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

School Year Dates

Aug 1 Teachers Return to Work
Jun 2 Last Teacher Work Day

Non-Instructional Days

July 1 Sequoia Grove Birthday
July 4 Independence Day
Sep 5 Labor Day
Nov 11 Veteran's Day
Nov 21-25 Thanksgiving Break
Dec 26-Dec 30 Winter Break
Jan 16 Martin Luther King, Jr. Day
Feb 17 Lincoln Day
Feb 20 Washington Day
May 29 Memorial Day
June 19 Juneteenth

OPTIONAL WEEK Paid Break
Option A Jan 2nd to Jan 6th Extended Winter
Option B April 3rd to April 7th Spring Break

Staff Meetings 9 am

Office Closed/ Paid Holiday

Optional Week - One or the other - selection made to Director no later than September 30th 2022

Office closed - non paid day

First & Last Day of School

*Adopted 12.15.22



Fiscal Policies & Procedures

Adopted 12.15.2022

SECTION 1 - INTRODUCTION

PLACE HOLDER

AMENDED AND RESTATED BYLAWS
OF
SEQUOIA GROVE CHARTER ALLIANCE
(A California Nonprofit Public Benefit Corporation)

ADOPTED DECEMBER 15, 2022

ARTICLE I. NAME

Section 1.01 Corporate Name. The name of this corporation is Sequoia Grove Charter Alliance (hereinafter the "Corporation").

ARTICLE II. OFFICES

Section 2.01 Principal Office. The Corporation's principal office is located at ~~4305 South Meridian Road~~8950 Cal Center Drive, Meridian Building One, CA 95957 Suite 101, Sacramento, CA 95826. The Board of Directors ("Board") may change the principal office from one location to another within the State of California.

Section 2.02 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

ARTICLE III. PURPOSES

Section 3.01 Description in Articles. The Corporation's general and specific purposes are described in its Articles of Incorporation.

ARTICLE IV. DEDICATION OF ASSETS

Section 4.01 Dedication of Assets. This Corporation's assets are irrevocably dedicated to charitable and educational purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or officer of the Corporation. Upon dissolution of the Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed as set forth in its Articles of Incorporation.

ARTICLE V. MEMBERS

Section 5.01 Identification of Members. The Corporation shall have one class of members that are identified in **Attachment 1**, which may be amended from time to time to reflect changes in membership pursuant to Sections 5.03 or 5.04 without amending these Bylaws. The Corporation may use the term "member" to refer to other persons or entities associated with it, but such persons or entities shall not be members within the meaning of Section 5056 of the California Nonprofit Corporation Law or these Bylaws unless or until they are elected pursuant to Section 5.03.

Section 5.02 Rights of Members. The members shall have the rights provided by Section 5056 of the California Nonprofit Corporation Law and as set forth in these Bylaws. Membership in this Corporation is not transferable.

Adopted December 15, 2022

Section 5.03 Election and Qualification of Members. ~~With the exception of the initial four (4) members, new~~ New members shall be elected by a majority vote of the existing members. Each member shall be a California nonprofit public benefit corporation that operates one or more public charter schools and qualifies for tax exemption pursuant to Internal Revenue Code Section 501(c)(3) and California Revenue & Taxation Code Section 23701d. All members shall pay any annual dues set by the Corporation and shall contract with the Corporation for task-related administrative support services as a condition of membership for the entirety of its membership in the Corporation.

Section 5.04 Resignation or Termination of Membership. A member may resign at any time upon written notice to the CEO or to the Board, or to each of the other members of the Corporation, and such resignation shall be effective immediately unless the notice specifies a later effective date of such resignation. Membership shall be terminated in a fair and reasonable manner as required by Section 5341 of the California Nonprofit Corporation Law and as follows:

(a) the member shall be given at least sixty (60) days' prior notice of the proposed termination and the reasons therefor;

(b) the member shall have an opportunity to be heard, orally or in writing, by the other members not less than fifteen (15) days before the effective date of the proposed termination; and

(c) the decision whether to terminate the membership shall be made by a majority vote of the other members.

A member who resigns or is terminated may continue to contract with the Corporation for task-related administrative support services, and shall remain liable for any charges incurred, services or benefits actually rendered, dues, assessments or fees incurred before the resignation or termination, whether arising from contract or otherwise, if approved by the Corporation.

Section 5.05 Meetings of the Members. The members shall meet at least annually for purposes of appointing representatives to the Board, and any other actions that require approval of the members. Meetings of the members may be called by the CEO or by the Board, or by a majority of the members. Notice of meetings shall be given to all current members, as of the date of the notice, at least fifteen (15) days before the meeting in order to give each member's representative sufficient time to consult with its board of directors, if necessary. The notice shall state the place, date and time of the meeting, and shall describe the general nature of the business to be transacted at the meeting, including those matters which the Board intends to present for action by the members. The CEO shall preside as chair during meetings of the members.

Section 5.06 Quorum and Voting. Quorum for meetings of the members shall be a majority of the existing members. All current members, as of the date of the meeting, shall be entitled to vote at the meeting. Each member shall designate in writing one (1) representative to vote on behalf of the member and shall have one (1) vote on each matter submitted for a vote of the members. A member may authorize in writing for another member to act as its proxy at the meeting, subject to the limitations set forth in Section 5613 of the California Nonprofit Corporation Law.

Section 5.07 Participation by Teleconference and Electronic Meetings; and Board Meetings. Members may participate in meetings of the members through teleconference, electronic video communication, or other similar electronic communications or electronic transmission, so long as the following apply:

(a) All members participating in the meeting can communicate with each other concurrently; and,

(b) Each member is provided with the means of participating in all matters before the members, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the members.

(c) Member representatives shall also have the right to attend meetings of the Board of the Corporation, subject to any limitations imposed by law.

ARTICLE VI. BOARD OF DIRECTORS

Section 6.01 General Powers. Subject to the powers of the members as provided by law and as set forth in these Bylaws, and limitations on the Board or this Corporation set forth in the Articles of Incorporation, these Bylaws, or the California Nonprofit Corporation Law and other applicable laws, the Corporation's activities and affairs shall be conducted, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may delegate the management of the Corporation's activities to any person(s), management company, or committees, however composed, provided that the Corporation's activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 6.02 Specific Powers. Without prejudice to such general powers, but subject to the same limitations, the Board shall have the following powers:

(a) To approve personnel policies and monitor their implementation; to select and remove certain officers, agents, and employees of the Corporation, and to prescribe such powers and duties for them as are compatible with law, the Articles of Incorporation, or these Bylaws; to fix their compensation;

(b) To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations therefor which are not inconsistent with law, the Corporation's Articles of Incorporation, or these Bylaws;

(c) To change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; and conduct its activities in or outside California;

(d) To borrow money and incur indebtedness for the Corporation's purposes, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and security therefore;

(e) To carry on a business and apply any revenues in excess of expenses that result from the business activity to any activity that it may lawfully engage in;

(f) To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of real and personal property;

(g) To act as trustee under any trust incidental to the principal object of the Corporation, and to receive, hold, administer, exchange, and expend funds and property subject to such trust; and

(h) To establish annual dues to be paid by members, in addition to fees to be paid under any service agreements, for capital or other non-recurring purposes;

(i) To enter into any contracts or other instruments, and do any and all other things incidental to or expedient for attainment of the Corporation's purposes.

Section 6.03 Number and Appointment of Directors. The Board shall be comprised of five (5) Directors, which number may be modified from time to time by resolution of the Board to reflect changes in membership pursuant to Sections 5.03 or 5.04 without amending these Bylaws. Each member of the Corporation shall appoint at least one (1) Director to serve on the Board. ~~For so long as there are four (4) members of the Corporation, the fifth (5th) Director shall be appointed by the four (4) members together or through a policy or process agreed upon by the four (4) members. See Attachment 2 for current member agreed upon structure for appointing Directors to the Board, which may be amended from time to time by the members to reflect changes in appointing Directors without amending these Bylaws.~~ All Directors shall have full voting rights. The members shall endeavor to appoint persons not currently serving as directors of the members.

Section 6.04 Terms of Office. Each Director shall hold office for a two (2) year term, and until a successor has been appointed by the member represented by such office. The members may stagger the terms of the Directors. There shall be no limitation on the number of consecutive terms to which a Director may be reappointed.

Section 6.05 Vacancies. A vacancy on the Board shall be deemed to exist if a Director dies, resigns, is removed, or if the number of Directors is increased to reflect new members. The Board or a majority of the members may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, convicted of a felony, or found by a final order or judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law. Vacancies on the Board shall be filled by the member represented by such Director; ~~provided that if the member fails to do so within 60 days, the Board may appoint a Director to fill the vacancy until such time as the member approves a replacement.~~

Section 6.06 Removal. A Director may be removed by a majority vote of the entire Board, by the member that appointed such Director, or by a majority vote of all members. Any vacancy caused by the removal of a Director shall be filled as provided in Section 6.05.

Section 6.07 Resignation. Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Director may resign effective upon giving written notice to the CEO, or the Board as a whole, unless the notice specifies a later time for the effectiveness of such resignation. The Corporation shall notify the member that appointed the resigning Director, and such member shall appoint a new Director to fill the vacancy. If the resignation is effective at a future time, a successor may be appointed by such member to take office when the resignation becomes effective. No Director may resign when the Corporation would then be left without at least one (1) Director in charge of its affairs.

Section 6.08 Brown Act. In an effort to be transparent to its members and stakeholders at the members' public charter schools, the Corporation voluntarily agrees to comply with the notice and public

participation requirements of the Ralph M. Brown Act (Government Code Sections 54950, *et seq.*) (“Brown Act”) for meetings of the Board, in addition to rights of members pursuant to the provisions of Section 5.07(c).

Section 6.09 Place of Meetings. Meetings of the Board may be held at the Corporation’s principal office, or at any other place within or without the State of California that has been designated in the notice of the meeting, or if there is no notice, at such place as has been designated from time to time by resolution of the Board.

Section 6.10 Annual Meetings. The Board shall meet annually for the purpose of organization, election of officers, approving the regular meeting schedule, and the transaction of such other business as may properly be brought before the meeting. The Secretary shall provide the current members a copy of the regular meeting schedule upon approval at the annual meeting.

Section 6.11 Regular Meetings. Regular meetings of the Board, including the annual meetings, shall be held at such times and places as may be fixed by the Board and the agendas for such meetings will be posted seventy-two (72) hours prior to the meeting in a location that is freely accessible to the public, on the Corporation’s website, if it has one, and a copy of the agenda shall be sent to each of the Corporation’s members representatives. The notice shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 6.12 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the CEO, the Secretary, or any two Directors. Notice of the time and place of special meetings shall be delivered to each Director personally or by telephone or email at least twenty-four (24) hours prior to the meeting, and shall be posted in a location that is freely accessible to the public, on the Corporation’s website, if it has one, and a copy sent to each of the Corporation’s members representatives at the same time such notice is given to the Directors. The notice shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 6.13 Quorum. A majority of the actual number of Directors then in office shall constitute a quorum. Every action taken or decision made by a majority of the Directors present at a meeting duly held at which a quorum is present is an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directors, (c) creation of and appointments to committees of the Board, and (d) indemnification of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, but no action can be taken unless and until a quorum is restored. Directors may not vote by proxy.

Section 6.14 Participation by Teleconference and Electronic Meetings. Directors may participate in a meeting of the Board through teleconference, electronic video communication, or other similar electronic communications or electronic transmission, so long as the following apply:

(a) All Directors participating in the meeting can communicate with each other concurrently; and,

(b) Each Director is provided with the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by

the Corporation.

Section 6.15 Waiver of Notice. Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting the lack of notice to such Director prior thereto or at its commencement. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 6.16 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 6.17 Action Without Meeting. Notwithstanding Section 6.08 of these Bylaws, any action required or permitted to be taken by the Board may be taken without a meeting if all Directors shall individually or collectively consent in writing to such action, provided that either: (1) the member representatives are given seven (7) days' notice of any such proposed action, or (2) such actions do not relate directly to the provision of services to the members' charter schools. Such consent(s) shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board. For purposes of this Section only, the phrase "all Directors" shall not include any "interested persons" as defined in Section 6.19 herein.

Section 6.18 Fees and Compensation. Directors may receive just and reasonable compensation for their service on the Board. The Board may approve the reimbursement of a Director's actual and necessary expenses incurred when conducting the Corporation's business. Subject to Section 6.19 herein and the California Nonprofit Public Benefit Corporation Law, nothing herein shall preclude a Director from serving the Corporation in any other capacity, including, but not limited to, as an officer, agent, or employee of the Corporation, and receiving compensation for such service.

Section 6.19 Restriction on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be interested persons. An interested person is (a) any person being compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director for service on the Board; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 6.20 Standard of Care.

(a) A Director shall perform the duties of a Director, including duties as committee-member of any committee of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the Corporation's best interests and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

(b) In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by: (i) one or more of the Corporation's officers or employees whom the Director believes to be reliable and competent in the matters presented; (ii) legal counsel, independent

accountants, or other persons as to matters that the Director believes to be within such person's professional or expert competence; or (iii) a committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as, in any such case, the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 6.21 Non-Liability of Directors. No Director shall be personally liable for the Corporation's debts, liabilities, or other obligations.

Section 6.22 Common Directorships. Pursuant to Section 5234 of the California Nonprofit Public Benefit Corporation Law, the Corporation shall not be a party to a transaction with another corporation, firm or association in which one or more of its Directors is also a director or directors ("Overlapping Director(s)") unless, 1) prior to entering into the transaction, the material facts of the transaction and the Overlapping Director's other directorship are fully disclosed or known to the Board and the Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the Overlapping Director, or 2) the contract or transaction is just and reasonable to the Corporation at the time it is authorized, approved or ratified. This provision does not apply to transactions covered by Section 5233(b) of the California Nonprofit Public Benefit Corporation Law.

Section 6.23 Executive Compensation Review. In any year in which this Corporation is legally required to do so pursuant to Section 5213 of the California Nonprofit Public Benefit Corporation Law, the Board (or a Board Committee) shall review any compensation packages (including all benefits) of the CEO, the President and the Treasurer or Chief Financial Officer, regardless of job title, and shall approve such compensation only after determining that the compensation is just and reasonable. This review and approval shall occur when such officer is hired, when the term of employment of such officer is renewed or extended, and when the compensation of such officer is modified, unless the modification applies to substantially all of the employees of this Corporation.

ARTICLE VII. OFFICERS

Section 7.01 Required Officers. The officers of this Corporation shall be a Chief Executive Officer (who may be referred to as the Executive Director), a President (who may be referred to as the Board Chair), a Secretary, and a Treasurer (who may be referred to as the Chief Financial Officer). Any number of offices may be held by the same person, except that the Secretary, the Treasurer, or the Chief Financial Officer, if any, may not serve concurrently as the President of the Board.

Section 7.02 Permitted Officers. The Board of Directors may elect one or more Vice Presidents, and such other Board officers as the business of the Corporation may require, such as a Chief Financial Officer who will serve the Board and who may be separate from the Treasurer, each of whom shall be elected to hold office, have such authority and perform such duties as the Board at its pleasure from time to time may determine.

Section 7.03 Election. Except for initial officers appointed by Board resolution and the CEO who may serve by employment contract, the officers of this Corporation shall be elected annually by the Board, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under contract of employment and subject to approval by the members.

Section 7.04 Removal. Any officer may be removed, with or without cause, by the Board at any time, or by a majority vote of the members. Any removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

Section 7.05 Resignation. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect upon receipt of that notice or at any later time specified by that notice and, unless otherwise specified in that notice, the acceptance of such resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of this Corporation under any contract to which the officer is a party.

Section 7.06 Vacancies. A vacancy in any office for any reason shall be filled in the same manner as these Bylaws provide for election to that office, provided that such vacancies shall be filled as they occur.

Section 7.07 Chief Executive Officer. The Corporation shall have a CEO (who may be referred to as the Executive Director) who shall be the general manager and chief executive officer of the Corporation, and, subject to the control of the Board and his or her contract of employment, shall generally supervise, direct, and control the activities, affairs, and employees of the Corporation; and shall see that all resolutions of the Board are carried into effect, and shall perform any and all other duties assigned by the Board, these Bylaws or his or her employment contract.

Section 7.08 President of the Board. The Board may elect one Director to serve as Chair of the President. He or she shall preside as Chairperson at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 7.09 Secretary. The Secretary shall supervise the keeping of a full and complete record of the proceedings of the members, the Board and its committees, shall supervise the giving of such notices as may be proper and necessary, shall supervise the keeping of the minute books of this Corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7.10 Treasurer. The Treasurer (who may be referred to as the Chief Financial Officer) shall be the chief financial officer of this Corporation and shall supervise the charge and custody of all funds of this Corporation, the deposit of such funds in the manner prescribed by the Board, and the keeping and maintaining of adequate and correct accounts of this Corporation's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7.11 Compensation of Officers. The salaries of officers, if any, shall be fixed from time to time by resolution of the Board, or in the case subordinate officers appointed by the CEO, the CEO shall also have the authority to fix such officers' salaries, if any. In all cases, any salaries received by officers of the Corporation shall be fair and reasonable and given in return for services actually rendered for the Corporation which relate to the performance of the charitable purposes of the Corporation, and subject to Section 6.23 above, as applicable.

ARTICLE VIII. COMMITTEES

Section 8.01 Board Committees. The Board may create one or more committees, each consisting of two (2) or more Directors to serve at the pleasure of the Board, and may delegate to such

committee any of the authority of the Board, except with respect to:

- (a) Final action on any matter that, by law, requires approval of all of the Directors or a majority of all of the Directors;
- (b) The filling of vacancies on the Board or on any committee which has the authority of the Board;
- (c) The fixing of compensation, if any, of the Directors for serving on the Board or on any committee;
- (d) The amendment or repeal of the Corporation's Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) The appointment of other committees having the authority of the Board;
- (g) The expenditure of corporate funds to support a nominee for Director; or
- (h) The approval of any self-dealing transaction as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law, except as permitted under Section 5233.

Committees must be created, and the committee-members thereof appointed, by resolution adopted by a majority of the actual number of Directors then in office. The Board may appoint, in the same manner, alternate committee-members who may replace an absent committee-member at any meeting of the committee.

Section 8.02 Meetings and Action of Board Committees. Meetings and actions of Board committees shall be governed generally by, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board, including Section 5.07, but other than Section 6.08, except that special meetings of committees may also be called by resolution of the Board. The Board may prescribe the manner in which proceedings of any such committee shall be conducted, so long as such rules are consistent with these Bylaws. In the absence of any such rules by the Board, each committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Minutes shall be kept of each meeting of each committee and shall be filed with the corporate records.

Section 8.03 Revocation of Delegated Authority to Board Committees. The Board may, at any time, revoke or modify any or all of the authority so delegated to a committee, increase or decrease, but not below two (2), the numbers of its committee-members, and may fill vacancies therein from the Directors of the Board.

Section 8.04 Advisory Committees. The Board or the CEO, subject to any limitations imposed by the Board, may establish one or more Advisory Committees to the Board. The Advisory Committee may consist of Directors or non-Directors and may be appointed as the Board determines. Advisory committees may not exercise the authority of the Board to make decisions on behalf of this Corporation, but shall be restricted to making recommendations to the Board or Board Committees, and implementing

Board or Board Committee decisions and policies under the supervision and control of the Board or Board Committee.

Section 8.05 Audit Committee. For any tax year in which this Corporation has gross revenues of \$2 million or more, and if required by law, this Corporation shall have an Audit Committee whose committee-members shall be appointed by the Board, and who may include both Directors and non-Directors, subject to the following limitations: (a) members of the Finance Committee, if any, shall constitute less than one-half of the membership of the Audit Committee; (b) the Chair of the Audit Committee may not be a member of the Finance Committee, if any; (c) the Audit Committee may not include any of the Corporation's staff, including the CEO, the President, or the Treasurer or Chief Financial Officer; (d) the Audit Committee may not include any person who has a material financial interest in any entity doing business with this Corporation; and (e) Audit Committee-members who are not Directors may not receive compensation greater than the compensation paid to Directors for their Board service.

The Audit Committee shall: (1) recommend to the full Board for approval the retention and, when appropriate, the termination of an independent certified public accountant to serve as auditor; (2) subject to the supervision of the full Board, negotiate the compensation of the auditor on behalf of the Board; (3) confer with the auditor to satisfy the Audit Committee-members that the financial affairs of this Corporation are in order; (4) review and determine whether to accept the audit; and (5) approve performance of any non-audit services provided to this Corporation by the auditor's firm.

Section 8.06 Other Committees.

(a) The President of the Board or the CEO, subject to any limitations imposed by the Board, may create other committees, either standing or special, permanent or temporary, to serve the Board which do not have the powers of the Board, and shall appoint committee-members to serve on such committees, and shall designate the Chair of the committee. If a Director is on such committee, he or she shall be the Chair of the committee.

(b) Meetings of a committee may be called by the President of the Board, the CEO, the Chair of the committee or a majority of the committee-members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee-members of the time and place of the meeting. A majority of the committee-members shall constitute a quorum for the transaction of business at any meeting of the committee, and a committee may take action by majority vote. Each committee may keep minutes of its proceedings and shall report periodically to the Board.

(c) Committee-members shall serve until resignation or removal. Any committee-member may resign at any time by giving written notice to the President of the Board or the CEO. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The President of the Board or the CEO, with prior approval of the Board if the Board so requires, or the Board, may remove any committee-member, and shall appoint a member to fill a vacancy in any committee or any position created by an increase in the committee-membership.

ARTICLE IX. INDEMNIFICATION AND INSURANCE

Section 9.01 Indemnification. To the fullest extent permitted by law, the Corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code Section

5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. “Expenses” shall have the same meaning herein as in Section 5238(a) of the Corporations Code. On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238(b) or Section 5238(c), the Board of Directors shall promptly decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board of Directors shall authorize indemnification.

Section 9.02 Other Indemnification. No provision made by the Corporation to indemnify its Directors or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, Bylaws, a resolution of Directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such Directors and officers may be entitled by contract or otherwise.

Section 9.03 Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising from the officer’s, Director’s, employee’s, or agent’s status as such.

ARTICLE X. OTHER PROVISIONS

Section 10.01 Maintenance of Corporate Records. The Corporation shall keep (a) adequate and correct books and records of account; (b) written minutes of the proceedings of the Board and committees of the Board; (c) the original or a copy of its Articles of Incorporation and Bylaws, as amended to date; and (d) such reports and records as required by law. All such records shall be kept at the Corporation’s principal office, or if its principal office is outside the State of California, at its principal office in this state.

Section 10.02 Inspection. Every Director and member of the Corporation shall have the right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the Corporation, subject to applicable law. Such inspection by a Director or member may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 10.03 Annual Report. Pursuant to Corporations Code Section 6321, within 120 days after the close of its fiscal year the Corporation shall send each Director, each member, and any other persons designated by the Board, a report containing the following information in reasonable detail:

- (a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.
- (b) The principal changes in the assets and liabilities, including trust funds, during the fiscal year.
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year.

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 10.04 Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all Directors and members, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and deliver to each Director and member of the Corporation any information required by Corporations Code Section 6322 with respect to the preceding year.

Section 10.05 Public Inspection and Disclosure. The Corporation shall have available for public inspection at its principal office a copy of each of its annual exempt organization information returns for each of the last three years and a copy of its state and federal applications for recognition of exemption.

Section 10.06 Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

Section 10.07 Fiscal Year. The fiscal year of the Corporation shall end on June 30 each year.

ARTICLE XI. AMENDMENTS

Section 11.01 Bylaw Amendments. Subject to Section 5.02 above, the Board may adopt, amend, or repeal these Bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these Bylaws requires a majority vote of the actual number of Directors, and is not effective until approved by the members. Any amendment to the Articles of Incorporation or these Bylaws which would terminate memberships or affect the rights of the members shall comply with the notice and approval requirements in Section 5342 of the California Nonprofit Corporation Law.

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CERTIFICATE OF ADOPTION

I certify that I am the Secretary of Sequoia Grove Charter Alliance, a California nonprofit public benefit corporation, and that the foregoing Bylaws of such corporation was duly adopted by the corporation's Board of Directors on ~~January~~ December 15, 2021.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the corporation to this certificate on ~~January~~ December 15, 20212.

Secretary, Sequoia Grove Charter Alliance

Adopted December 15, 2022

Attachment 1
Identification of Members

(Updated ~~January~~, December 15, 2022)

As of the date indicated above, the members of Sequoia Grove Charter Alliance are the following nonprofit public benefit corporations:

~~1. Winship Community School;~~

~~2.~~1. Feather River Charter School;

~~3.~~2. Clarksville Charter School; and

3. Lake View Charter School.

Attachment 2
Board of Directors Appointment Structure
(Updated December 15, 2022)

As of the date indicated above, the members of Sequoia Grove Charter Alliance agree that Clarksville and Feather River each appoint two (2) Directors, and Lake View appoints one (1) Director, to the Board. This process may be agreed upon or changed by the current member's School Boards in the future, and any updates or changes shall be added hereto as an updated Attachment 2 to the Bylaws of Sequoia Grove Charter Alliance without requiring an amendment to the bylaws.

**AMENDED AND RESTATED BYLAWS
OF
SEQUOIA GROVE CHARTER ALLIANCE**
(A California Nonprofit Public Benefit Corporation)

ADOPTED DECEMBER 15, 2022

ARTICLE I. NAME

Section 1.01 Corporate Name. The name of this corporation is Sequoia Grove Charter Alliance (hereinafter the “Corporation”).

ARTICLE II. OFFICES

Section 2.01 Principal Office. The Corporation’s principal office is located at 8950 Cal Center Drive, Building One, Suite 101, Sacramento, CA 95826. The Board of Directors (“Board”) may change the principal office from one location to another within the State of California.

Section 2.02 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where this Corporation is qualified to conduct its activities.

ARTICLE III. PURPOSES

Section 3.01 Description in Articles. The Corporation’s general and specific purposes are described in its Articles of Incorporation.

ARTICLE IV. DEDICATION OF ASSETS

Section 4.01 Dedication of Assets. This Corporation’s assets are irrevocably dedicated to charitable and educational purposes. No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any Director or officer of the Corporation. Upon dissolution of the Corporation, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed as set forth in its Articles of Incorporation.

ARTICLE V. MEMBERS

Section 5.01 Identification of Members. The Corporation shall have one class of members that are identified in **Attachment 1**, which may be amended from time to time to reflect changes in membership pursuant to Sections 5.03 or 5.04 without amending these Bylaws. The Corporation may use the term “member” to refer to other persons or entities associated with it, but such persons or entities shall not be members within the meaning of Section 5056 of the California Nonprofit Corporation Law or these Bylaws unless or until they are elected pursuant to Section 5.03.

Section 5.02 Rights of Members. The members shall have the rights provided by Section 5056 of the California Nonprofit Corporation Law and as set forth in these Bylaws. Membership in this Corporation is not transferable.

Adopted December 15, 2022

Section 5.03 Election and Qualification of Members. New members shall be elected by a majority vote of the existing members. Each member shall be a California nonprofit public benefit corporation that operates one or more public charter schools and qualifies for tax exemption pursuant to Internal Revenue Code Section 501(c)(3) and California Revenue & Taxation Code Section 23701d. All members shall pay any annual dues set by the Corporation and shall contract with the Corporation for task-related administrative support services as a condition of membership for the entirety of its membership in the Corporation.

Section 5.04 Resignation or Termination of Membership. A member may resign at any time upon written notice to the CEO or to the Board, or to each of the other members of the Corporation, and such resignation shall be effective immediately unless the notice specifies a later effective date of such resignation. Membership shall be terminated in a fair and reasonable manner as required by Section 5341 of the California Nonprofit Corporation Law and as follows:

(a) the member shall be given at least sixty (60) days' prior notice of the proposed termination and the reasons therefor;

(b) the member shall have an opportunity to be heard, orally or in writing, by the other members not less than fifteen (15) days before the effective date of the proposed termination; and

(c) the decision whether to terminate the membership shall be made by a majority vote of the other members.

A member who resigns or is terminated may continue to contract with the Corporation for task-related administrative support services, and shall remain liable for any charges incurred, services or benefits actually rendered, dues, assessments or fees incurred before the resignation or termination, whether arising from contract or otherwise, if approved by the Corporation.

Section 5.05 Meetings of the Members. The members shall meet at least annually for purposes of appointing representatives to the Board, and any other actions that require approval of the members. Meetings of the members may be called by the CEO or by the Board, or by a majority of the members. Notice of meetings shall be given to all current members, as of the date of the notice, at least fifteen (15) days before the meeting in order to give each member's representative sufficient time to consult with its board of directors, if necessary. The notice shall state the place, date and time of the meeting, and shall describe the general nature of the business to be transacted at the meeting, including those matters which the Board intends to present for action by the members. The CEO shall preside as chair during meetings of the members.

Section 5.06 Quorum and Voting. Quorum for meetings of the members shall be a majority of the existing members. All current members, as of the date of the meeting, shall be entitled to vote at the meeting. Each member shall designate in writing one (1) representative to vote on behalf of the member and shall have one (1) vote on each matter submitted for a vote of the members. A member may authorize in writing for another member to act as its proxy at the meeting, subject to the limitations set forth in Section 5613 of the California Nonprofit Corporation Law.

Section 5.07 Participation by Teleconference and Electronic Meetings; and Board Meetings. Members may participate in meetings of the members through teleconference, electronic video communication, or other similar electronic communications or electronic transmission, so long as the following apply:

(a) All members participating in the meeting can communicate with each other concurrently; and,

(b) Each member is provided with the means of participating in all matters before the members, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the members.

(c) Member representatives shall also have the right to attend meetings of the Board of the Corporation, subject to any limitations imposed by law.

ARTICLE VI. BOARD OF DIRECTORS

Section 6.01 General Powers. Subject to the powers of the members as provided by law and as set forth in these Bylaws, and limitations on the Board or this Corporation set forth in the Articles of Incorporation, these Bylaws, or the California Nonprofit Corporation Law and other applicable laws, the Corporation's activities and affairs shall be conducted, and all corporate powers shall be exercised, by or under the direction of the Board. The Board may delegate the management of the Corporation's activities to any person(s), management company, or committees, however composed, provided that the Corporation's activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 6.02 Specific Powers. Without prejudice to such general powers, but subject to the same limitations, the Board shall have the following powers:

(a) To approve personnel policies and monitor their implementation; to select and remove certain officers, agents, and employees of the Corporation, and to prescribe such powers and duties for them as are compatible with law, the Articles of Incorporation, or these Bylaws; to fix their compensation;

(b) To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations therefor which are not inconsistent with law, the Corporation's Articles of Incorporation, or these Bylaws;

(c) To change the principal office or the principal business office in California from one location to another; cause the Corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; and conduct its activities in or outside California;

(d) To borrow money and incur indebtedness for the Corporation's purposes, and to cause to be executed and delivered therefore, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and security therefore;

(e) To carry on a business and apply any revenues in excess of expenses that result from the business activity to any activity that it may lawfully engage in;

(f) To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of real and personal property;

(g) To act as trustee under any trust incidental to the principal object of the Corporation, and to receive, hold, administer, exchange, and expend funds and property subject to such trust; and

(h) To establish annual dues to be paid by members, in addition to fees to be paid under any service agreements, for capital or other non-recurring purposes;

(i) To enter into any contracts or other instruments, and do any and all other things incidental to or expedient for attainment of the Corporation's purposes.

Section 6.03 Number and Appointment of Directors. The Board shall be comprised of five (5) Directors, which number may be modified from time to time by resolution of the Board to reflect changes in membership pursuant to Sections 5.03 or 5.04 without amending these Bylaws. Each member of the Corporation shall appoint at least one (1) Director to serve on the Board. See Attachment 2 for current member agreed upon structure for appointing Directors to the Board, which may be amended from time to time by the members to reflect changes in appointing Directors without amending these Bylaws. All Directors shall have full voting rights. The members shall endeavor to appoint persons not currently serving as directors of the members.

Section 6.04 Terms of Office. Each Director shall hold office for a two (2) year term, and until a successor has been appointed by the member represented by such office. The members may stagger the terms of the Directors. There shall be no limitation on the number of consecutive terms to which a Director may be reappointed.

Section 6.05 Vacancies. A vacancy on the Board shall be deemed to exist if a Director dies, resigns, is removed, or if the number of Directors is increased to reflect new members. The Board or a majority of the members may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, convicted of a felony, or found by a final order or judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law. Vacancies on the Board shall be filled by the member represented by such Director.

Section 6.06 Removal. A Director may be removed by a majority vote of the entire Board, by the member that appointed such Director, or by a majority vote of all members. Any vacancy caused by the removal of a Director shall be filled as provided in Section 6.05.

Section 6.07 Resignation. Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Director may resign effective upon giving written notice to the CEO, or the Board as a whole, unless the notice specifies a later time for the effectiveness of such resignation. The Corporation shall notify the member that appointed the resigning Director, and such member shall appoint a new Director to fill the vacancy. If the resignation is effective at a future time, a successor may be appointed by such member to take office when the resignation becomes effective. No Director may resign when the Corporation would then be left without at least one (1) Director in charge of its affairs.

Section 6.08 Brown Act. In an effort to be transparent to its members and stakeholders at the members' public charter schools, the Corporation voluntarily agrees to comply with the notice and public participation requirements of the Ralph M. Brown Act (Government Code Sections 54950, *et seq.*) ("Brown Act") for meetings of the Board, in addition to rights of members pursuant to the provisions of Section 5.07(c).

Section 6.09 Place of Meetings. Meetings of the Board may be held at the Corporation's principal office, or at any other place within or without the State of California that has been designated in the notice of the meeting, or if there is no notice, at such place as has been designated from time to time by resolution of the Board.

Section 6.10 Annual Meetings. The Board shall meet annually for the purpose of organization, election of officers, approving the regular meeting schedule, and the transaction of such other business as may properly be brought before the meeting. The Secretary shall provide the current members a copy of the regular meeting schedule upon approval at the annual meeting.

Section 6.11 Regular Meetings. Regular meetings of the Board, including the annual meetings, shall be held at such times and places as may be fixed by the Board and the agendas for such meetings will be posted seventy-two (72) hours prior to the meeting in a location that is freely accessible to the public, on the Corporation's website, if it has one, and a copy of the agenda shall be sent to each of the Corporation's members representatives. The notice shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 6.12 Special Meetings. Special meetings of the Board for any purpose may be called at any time by the CEO, the Secretary, or any two Directors. Notice of the time and place of special meetings shall be delivered to each Director personally or by telephone or email at least twenty-four (24) hours prior to the meeting, and shall be posted in a location that is freely accessible to the public, on the Corporation's website, if it has one, and a copy sent to each of the Corporation's members representatives at the same time such notice is given to the Directors. The notice shall contain a brief general description of each item of business to be transacted or discussed at the meeting.

Section 6.13 Quorum. A majority of the actual number of Directors then in office shall constitute a quorum. Every action taken or decision made by a majority of the Directors present at a meeting duly held at which a quorum is present is an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directors, (c) creation of and appointments to committees of the Board, and (d) indemnification of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, but no action can be taken unless and until a quorum is restored. Directors may not vote by proxy.

Section 6.14 Participation by Teleconference and Electronic Meetings. Directors may participate in a meeting of the Board through teleconference, electronic video communication, or other similar electronic communications or electronic transmission, so long as the following apply:

(a) All Directors participating in the meeting can communicate with each other concurrently; and,

(b) Each Director is provided with the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Corporation.

Section 6.15 Waiver of Notice. Notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof,

whether before or after the meeting, or who attends the meeting without protesting the lack of notice to such Director prior thereto or at its commencement. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 6.16 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 6.17 Action Without Meeting. Notwithstanding Section 6.08 of these Bylaws, any action required or permitted to be taken by the Board may be taken without a meeting if all Directors shall individually or collectively consent in writing to such action, provided that either: (1) the member representatives are given seven (7) days' notice of any such proposed action, or (2) such actions do not relate directly to the provision of services to the members' charter schools. Such consent(s) shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board. For purposes of this Section only, the phrase "all Directors" shall not include any "interested persons" as defined in Section 6.19 herein.

Section 6.18 Fees and Compensation. Directors may receive just and reasonable compensation for their service on the Board. The Board may approve the reimbursement of a Director's actual and necessary expenses incurred when conducting the Corporation's business. Subject to Section 6.19 herein and the California Nonprofit Public Benefit Corporation Law, nothing herein shall preclude a Director from serving the Corporation in any other capacity, including, but not limited to, as an officer, agent, or employee of the Corporation, and receiving compensation for such service.

Section 6.19 Restriction on Interested Directors. Not more than twenty percent (20%) of the persons serving on the Board at any time may be interested persons. An interested person is (a) any person being compensated by the Corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director for service on the Board; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 6.20 Standard of Care.

(a) A Director shall perform the duties of a Director, including duties as committee-member of any committee of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the Corporation's best interests and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.

(b) In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by: (i) one or more of the Corporation's officers or employees whom the Director believes to be reliable and competent in the matters presented; (ii) legal counsel, independent accountants, or other persons as to matters that the Director believes to be within such person's professional or expert competence; or (iii) a committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as, in any such case, the Director acts in good faith, after reasonable inquiry when the

need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 6.21 Non-Liability of Directors. No Director shall be personally liable for the Corporation's debts, liabilities, or other obligations.

Section 6.22 Common Directorships. Pursuant to Section 5234 of the California Nonprofit Public Benefit Corporation Law, the Corporation shall not be a party to a transaction with another corporation, firm or association in which one or more of its Directors is also a director or directors ("Overlapping Director(s)") unless, 1) prior to entering into the transaction, the material facts of the transaction and the Overlapping Director's other directorship are fully disclosed or known to the Board and the Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the Overlapping Director, or 2) the contract or transaction is just and reasonable to the Corporation at the time it is authorized, approved or ratified. This provision does not apply to transactions covered by Section 5233(b) of the California Nonprofit Public Benefit Corporation Law.

Section 6.23 Executive Compensation Review. In any year in which this Corporation is legally required to do so pursuant to Section 5213 of the California Nonprofit Public Benefit Corporation Law, the Board (or a Board Committee) shall review any compensation packages (including all benefits) of the CEO, the President and the Treasurer or Chief Financial Officer, regardless of job title, and shall approve such compensation only after determining that the compensation is just and reasonable. This review and approval shall occur when such officer is hired, when the term of employment of such officer is renewed or extended, and when the compensation of such officer is modified, unless the modification applies to substantially all of the employees of this Corporation.

ARTICLE VII. OFFICERS

Section 7.01 Required Officers. The officers of this Corporation shall be a Chief Executive Officer (who may be referred to as the Executive Director), a President (who may be referred to as the Board Chair), a Secretary, and a Treasurer (who may be referred to as the Chief Financial Officer). Any number of offices may be held by the same person, except that the Secretary, the Treasurer, or the Chief Financial Officer, if any, may not serve concurrently as the President of the Board.

Section 7.02 Permitted Officers. The Board of Directors may elect one or more Vice Presidents, and such other Board officers as the business of the Corporation may require, such as a Chief Financial Officer who will serve the Board and who may be separate from the Treasurer, each of whom shall be elected to hold office, have such authority and perform such duties as the Board at its pleasure from time to time may determine.

Section 7.03 Election. Except for initial officers appointed by Board resolution and the CEO who may serve by employment contract, the officers of this Corporation shall be elected annually by the Board, and each shall serve at the pleasure of the Board, subject to the rights, if any, of an officer under contract of employment and subject to approval by the members.

Section 7.04 Removal. Any officer may be removed, with or without cause, by the Board at any time, or by a majority vote of the members. Any removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

Section 7.05 Resignation. Any officer may resign at any time by giving written notice to the Board. Any such resignation shall take effect upon receipt of that notice or at any later time specified by that notice and, unless otherwise specified in that notice, the acceptance of such resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of this Corporation under any contract to which the officer is a party.

Section 7.06 Vacancies. A vacancy in any office for any reason shall be filled in the same manner as these Bylaws provide for election to that office, provided that such vacancies shall be filled as they occur.

Section 7.07 Chief Executive Officer. The Corporation shall have a CEO (who may be referred to as the Executive Director) who shall be the general manager and chief executive officer of the Corporation, and, subject to the control of the Board and his or her contract of employment, shall generally supervise, direct, and control the activities, affairs, and employees of the Corporation; and shall see that all resolutions of the Board are carried into effect, and shall perform any and all other duties assigned by the Board, these Bylaws or his or her employment contract.

Section 7.08 President of the Board. The Board may elect one Director to serve as Chair of the President. He or she shall preside as Chairperson at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board may assign from time to time.

Section 7.09 Secretary. The Secretary shall supervise the keeping of a full and complete record of the proceedings of the members, the Board and its committees, shall supervise the giving of such notices as may be proper and necessary, shall supervise the keeping of the minute books of this Corporation, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7.10 Treasurer. The Treasurer (who may be referred to as the Chief Financial Officer) shall be the chief financial officer of this Corporation and shall supervise the charge and custody of all funds of this Corporation, the deposit of such funds in the manner prescribed by the Board, and the keeping and maintaining of adequate and correct accounts of this Corporation's properties and business transactions, shall render reports and accountings as required, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7.11 Compensation of Officers. The salaries of officers, if any, shall be fixed from time to time by resolution of the Board, or in the case subordinate officers appointed by the CEO, the CEO shall also have the authority to fix such officers' salaries, if any. In all cases, any salaries received by officers of the Corporation shall be fair and reasonable and given in return for services actually rendered for the Corporation which relate to the performance of the charitable purposes of the Corporation, and subject to Section 6.23 above, as applicable.

ARTICLE VIII. COMMITTEES

Section 8.01 Board Committees. The Board may create one or more committees, each consisting of two (2) or more Directors to serve at the pleasure of the Board, and may delegate to such committee any of the authority of the Board, except with respect to:

(a) Final action on any matter that, by law, requires approval of all of the Directors or a majority of all of the Directors;

- (b) The filling of vacancies on the Board or on any committee which has the authority of the Board;
- (c) The fixing of compensation, if any, of the Directors for serving on the Board or on any committee;
- (d) The amendment or repeal of the Corporation's Bylaws or the adoption of new Bylaws;
- (e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) The appointment of other committees having the authority of the Board;
- (g) The expenditure of corporate funds to support a nominee for Director; or
- (h) The approval of any self-dealing transaction as such transactions are defined in Section 5233(a) of the California Nonprofit Public Benefit Corporation Law, except as permitted under Section 5233.

Committees must be created, and the committee-members thereof appointed, by resolution adopted by a majority of the actual number of Directors then in office. The Board may appoint, in the same manner, alternate committee-members who may replace an absent committee-member at any meeting of the committee.

Section 8.02 Meetings and Action of Board Committees. Meetings and actions of Board committees shall be governed generally by, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board, including Section 5.07, but other than Section 6.08, except that special meetings of committees may also be called by resolution of the Board. The Board may prescribe the manner in which proceedings of any such committee shall be conducted, so long as such rules are consistent with these Bylaws. In the absence of any such rules by the Board, each committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Minutes shall be kept of each meeting of each committee and shall be filed with the corporate records.

Section 8.03 Revocation of Delegated Authority to Board Committees. The Board may, at any time, revoke or modify any or all of the authority so delegated to a committee, increase or decrease, but not below two (2), the numbers of its committee-members, and may fill vacancies therein from the Directors of the Board.

Section 8.04 Advisory Committees. The Board or the CEO, subject to any limitations imposed by the Board, may establish one or more Advisory Committees to the Board. The Advisory Committee may consist of Directors or non-Directors and may be appointed as the Board determines. Advisory committees may not exercise the authority of the Board to make decisions on behalf of this Corporation, but shall be restricted to making recommendations to the Board or Board Committees, and implementing Board or Board Committee decisions and policies under the supervision and control of the Board or Board Committee.

Section 8.05 Audit Committee. For any tax year in which this Corporation has gross revenues of \$2 million or more, and if required by law, this Corporation shall have an Audit Committee whose

committee-members shall be appointed by the Board, and who may include both Directors and non-Directors, subject to the following limitations: (a) members of the Finance Committee, if any, shall constitute less than one-half of the membership of the Audit Committee; (b) the Chair of the Audit Committee may not be a member of the Finance Committee, if any; (c) the Audit Committee may not include any of the Corporation's staff, including the CEO, the President, or the Treasurer or Chief Financial Officer; (d) the Audit Committee may not include any person who has a material financial interest in any entity doing business with this Corporation; and (e) Audit Committee-members who are not Directors may not receive compensation greater than the compensation paid to Directors for their Board service.

The Audit Committee shall: (1) recommend to the full Board for approval the retention and, when appropriate, the termination of an independent certified public accountant to serve as auditor; (2) subject to the supervision of the full Board, negotiate the compensation of the auditor on behalf of the Board; (3) confer with the auditor to satisfy the Audit Committee-members that the financial affairs of this Corporation are in order; (4) review and determine whether to accept the audit; and (5) approve performance of any non-audit services provided to this Corporation by the auditor's firm.

Section 8.06 Other Committees.

(a) The President of the Board or the CEO, subject to any limitations imposed by the Board, may create other committees, either standing or special, permanent or temporary, to serve the Board which do not have the powers of the Board, and shall appoint committee-members to serve on such committees, and shall designate the Chair of the committee. If a Director is on such committee, he or she shall be the Chair of the committee.

(b) Meetings of a committee may be called by the President of the Board, the CEO, the Chair of the committee or a majority of the committee-members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee-members of the time and place of the meeting. A majority of the committee-members shall constitute a quorum for the transaction of business at any meeting of the committee, and a committee may take action by majority vote. Each committee may keep minutes of its proceedings and shall report periodically to the Board.

(c) Committee-members shall serve until resignation or removal. Any committee-member may resign at any time by giving written notice to the President of the Board or the CEO. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The President of the Board or the CEO, with prior approval of the Board if the Board so requires, or the Board, may remove any committee-member, and shall appoint a member to fill a vacancy in any committee or any position created by an increase in the committee-membership.

ARTICLE IX. INDEMNIFICATION AND INSURANCE

Section 9.01 Indemnification. To the fullest extent permitted by law, the Corporation shall indemnify its Directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses" shall have the same meaning herein as in Section 5238(a) of the Corporations Code. On written request

to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238(b) or Section 5238(c), the Board of Directors shall promptly decide under Corporations Code Section 5238(e) whether the applicable standard of conduct set forth in Corporations Code Section 5238(b) or Section 5238(c) has been met and, if so, the Board of Directors shall authorize indemnification.

Section 9.02 Other Indemnification. No provision made by the Corporation to indemnify its Directors or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, Bylaws, a resolution of Directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article IX shall affect any right to indemnification to which persons other than such Directors and officers may be entitled by contract or otherwise.

Section 9.03 Insurance. The Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, Directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising from the officer's, Director's, employee's, or agent's status as such.

ARTICLE X. OTHER PROVISIONS

Section 10.01 Maintenance of Corporate Records. The Corporation shall keep (a) adequate and correct books and records of account; (b) written minutes of the proceedings of the Board and committees of the Board; (c) the original or a copy of its Articles of Incorporation and Bylaws, as amended to date; and (d) such reports and records as required by law. All such records shall be kept at the Corporation's principal office, or if its principal office is outside the State of California, at its principal office in this state.

Section 10.02 Inspection. Every Director and member of the Corporation shall have the right at any reasonable time, and from time to time, to inspect all books, records, and documents of every kind and the physical properties of the Corporation, subject to applicable law. Such inspection by a Director or member may be made in person or by agent or attorney and the right of inspection includes the right to copy and make extracts.

Section 10.03 Annual Report. Pursuant to Corporations Code Section 6321, within 120 days after the close of its fiscal year the Corporation shall send each Director, each member, and any other persons designated by the Board, a report containing the following information in reasonable detail:

(a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.

(b) The principal changes in the assets and liabilities, including trust funds, during the fiscal year.

(c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year.

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

The annual report shall be accompanied by any report thereon of independent accountants or, if there is no such report, by the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation.

Section 10.04 Annual Statement of Certain Transactions and Indemnifications. As part of the annual report to all Directors and members, or as a separate document if no annual report is issued, the Corporation shall, within 120 days after the end of the Corporation's fiscal year, annually prepare and deliver to each Director and member of the Corporation any information required by Corporations Code Section 6322 with respect to the preceding year.

Section 10.05 Public Inspection and Disclosure. The Corporation shall have available for public inspection at its principal office a copy of each of its annual exempt organization information returns for each of the last three years and a copy of its state and federal applications for recognition of exemption.

Section 10.06 Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

Section 10.07 Fiscal Year. The fiscal year of the Corporation shall end on June 30 each year.

ARTICLE XI. AMENDMENTS

Section 11.01 Bylaw Amendments. Subject to Section 5.02 above, the Board may adopt, amend, or repeal these Bylaws unless doing so would be a prohibited amendment under the California Corporations Code. Any amendment to these Bylaws requires a majority vote of the actual number of Directors, and is not effective until approved by the members. Any amendment to the Articles of Incorporation or these Bylaws which would terminate memberships or affect the rights of the members shall comply with the notice and approval requirements in Section 5342 of the California Nonprofit Corporation Law.

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CERTIFICATE OF ADOPTION

I certify that I am the Secretary of Sequoia Grove Charter Alliance, a California nonprofit public benefit corporation, and that the foregoing Bylaws of such corporation was duly adopted by the corporation's Board of Directors on December 15, 2022.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the corporation to this certificate on December ___, 2022.

Secretary, Sequoia Grove Charter Alliance

Adopted December 15, 2022

Attachment 1
Identification of Members
(Updated December 15, 2022)

As of the date indicated above, the members of Sequoia Grove Charter Alliance are the following nonprofit public benefit corporations:

1. Feather River Charter School;
2. Clarksville Charter School; and
3. Lake View Charter School.

Attachment 2
Board of Directors Appointment Structure
(Updated December 15, 2022)

As of the date indicated above, the members of Sequoia Grove Charter Alliance agree that Clarksville and Feather River each appoint two (2) Directors, and Lake View appoints one (1) Director, to the Board. This process may be agreed upon or changed by the current member's School Boards in the future, and any updates or changes shall be added hereto as an updated Attachment 2 to the Bylaws of Sequoia Grove Charter Alliance without requiring an amendment to the bylaws.

ADMINISTRATIVE SUPPORT SERVICES AGREEMENT

This Administrative Support Services Agreement (“**Agreement**”) is entered into as of July 1, 2023 (“**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 was formed by the member schools 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 the member schools and under the supervision and ultimate decision-making authority of the governing body of the member schools. SGCA will follow the Brown Act for all governing board meetings which includes publishing their board agenda and packet online for the member schools and public to view.

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 applicable law, 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 its designee) 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. 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.

e. SGCA will use, pursuant to the terms and conditions described in this Agreement, best efforts to provide all Service 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).

f. 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. It shall be the School's sole responsibility to ensure that this Agreement and the Services provided by SGCA pursuant to this Agreement comply with and are consistent with the Charter.

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

h. SGCA shall collaborate with the School in the development, management and implementation of the services under this Agreement, including best efforts to schedule and participate in the following:

- Weekly meetings between school administration and administrative members of the CSO including CEO and Business Director;
- CFO of schools will attend weekly budget meetings of the CSO;
- Weekly meetings shall occur with CFO of schools and CSO Business Director;
- Weekly meetings shall occur with school leadership and the enrollment team of the CSO;
- Weekly meetings shall occur with school leadership and the compliance team of the CSO; and
- Weekly meetings shall occur with the Instructional Materials Administrator of the Schools and CSO departments including ordering, libraries and vendors.

i. All of the School's funds shall be maintained in School's accounts, over which the governing body of the School (and its designee) shall have signature authority, to allow payment of expenses contemplated in the Board-approved budget and fees from School's accounts.

j. School shall be solely responsible to maintain day-to-day relations with the Authorizers or other appropriate regulators.

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 or joint-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 support in the areas of human resources, payroll, benefits and related services pursuant to the scope of Services. It shall be the School's sole responsibility to provide any applicable notice(s) to its employees regarding SGCA's provision of such support to the School or access to the School's records.

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, 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 using its best efforts. With written permission of the School, SGCA may 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. As of the Effective Date, SGCA certifies that it is and shall remain in compliance with all local, state, and federal laws, ordinances, regulations, and statutes relating to this Agreement and the performance of the Services ("**Applicable Laws**"), including, but not limited to FERPA and the Health Insurance Portability and Accountability Act ("**HIPAA**").

4. Term. The term of this Agreement shall commence on July 1, 2023 and continue through June 30, 2024, and 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 23 or terminated in accordance with Section 15.

5. Annual Fee. Clarksville Charter School shall pay SGCA an annual fee of \$xxxxxxx (Annual Fee).

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 (10th) day of each month. The annual fee will be invoiced monthly using the following Goal Code and percentage breakdown:

Instructional Services: 70% of the annual fee divided by 12

Management Fee: 30% of the annual fee divided by 12

b. The Annual Fee shall be reviewed and renegotiated by SGCA and the member schools at the end of each fiscal year based on SGCA's projection for its Total Costs to provide the Services for the coming fiscal year and the manner by which SGCA and the member schools that it will support during the coming fiscal year agree to apportion the projected Total Costs between the schools. In addition, any member or SGCA may propose at any time during the term adjustments to increase or decrease the Annual Fee (e.g., as a result of the schools' increased enrollment causing SGCA to hire additional employees), taking into account that SGCA is organized as a 501(c)(3) tax-exempt supporting organization. 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 the governing bodies of the member schools at a regularly scheduled board meeting.

c. Detailed monthly budget reports from SGCA shall be provided to the school boards for review.

6. Costs. In addition to the Annual Fee, School shall reimburse SGCA for direct "pass through" costs and expenses, pursuant to a written pass through agreement, if any, incurred in performing the Services with prior approval of the School consistent with the School's 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. All agreed upon 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 member schools, 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 5th day of the 5th month after the close of the year for which the Form 990 is filed. Any and all changes to articles and bylaws shall be done with the approval of the member schools.

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. SGCA shall make available to School, in a timely manner, all data, files, documents, and other information and records necessary or appropriate for School to meet compliance deadlines and operational requirements.

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 school supported by SGCA, and used by SGCA related to this Agreement is and shall remain the property of School, or the other member school. Neither party shall be allowed to alter, arrange, transform, modify or create derivative works from the Intellectual Property of the other. All Intellectual Property created independently by either party shall remain that party's Intellectual Property. 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. All jointly created materials and documents shall be shared by both parties in the event that the service agreement is terminated.

a. Domain Name, Google emails, and Data. The member school is the registered owner of the Domain name. All member school email and data housed on the Google tenant platform shared with Sequoia Grove is owed by the member school. The Google tenant is shared and administered in collaboration with Sequoia Grove. This co-hosting does not waive the legal ownership of all email and data for the member schools housed within the Google tenant. The member school reserves the right to have supervised administrative access to the Google tenant for the purpose of data migration. There is no presumed access to member school email and data housed on the Google tenant by Sequoia Grove. Member schools maintain exclusive ownership of their emails and data. No breach of this firewall may occur without explicit written permission from the member school's Executive Director.

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 administrative, technical, and physical safeguards to 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 of the School.

e. Monthly financial reports of the fiscal components of SGCA will be provided to the Executive Director, CFO, and Board President for the Member Charter School.

f. Upon the termination or expiration of this Agreement, Confidential Information of each Party in the possession of the other Party shall be returned and SGCA shall not keep copies of any School confidential information.

g. SGCA shall ensure that only those with a need to have access to School confidential information has access to these records. SGCA agrees that their staff will sign confidentiality agreements if requested by the member school.

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 compliance with applicable 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 administrative, technical and physical security measures to preserve the confidentiality 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.

c. SGCA shall not use PII in pupil records to engage in targeted advertising.

d. Within 60 days of the termination or expiration of this Agreement, SGCA shall certify in writing that all protected student information in the possession of SGCA has been returned.

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. At a minimum, SGCA shall procure and maintain general liability insurance covering all activities of SGCA personnel performing the obligations of this Agreement with coverage of not less than one million dollars (\$1,000,000) for any incident, two million dollars (\$2,000,000) annual aggregate per incident, and three million dollars (\$3,000,000) excess liability policy for a minimum of five million dollars (\$5,000,000) aggregate limit. At a minimum, SGCA shall procure and maintain professional liability insurance covering all activities of SGCA personnel performing the obligations of this Agreement with coverage of not less than three million dollars (\$3,000,000). Coverage should include abuse and molestation and assault and battery coverage with no exclusions, which coverage shall be obtained by SGCA as soon as practicable. SGCA shall add School as an additional insured to SGCA’s general liability insurance policy and shall provide School with such proof upon School’s request. SGCA’s applicable policies shall be primary and non-contributory and waiver of subrogation endorsements.

d. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.

e. The Parties' insurance coverages shall take into consideration that staff at the School are employees of the School, and not employees of SGCA

14. Quality Control. SGCA agrees to use its best efforts to maintain high quality and responsive services at all times. If School has a concern regarding the quality of any SGCA Service (or a concern regarding any SGCA employee providing services to the School), it shall provide the details of the concern in writing to the CEO of SGCA noting the particular service and the concerns and facts supporting the quality concern ("Notice of Concern"). SGCA will work to improve any service quality concern noted in the Notice of Concern pursuant to this section as quickly as possible, but in no event more than five (5) business days following receipt of the Notice of Concern. If the School continues to have a concern regarding the quality of the service noted in the Notice of Concern, the School may issue a Corrective Action Plan ("CAP") to SGCA reasonably designed to ameliorate the quality concern. The CAP will include: (1) an assessment of the quality deficiency; (2) a synopsis of the corrective action(s) to be taken; and (3) planned CAP completion date – when all corrective actions will be completed. If SGCA fails to fully implement the CAP or fails to fully implement the CAP by the date specified therein, the School may take over that particular service(s) and determine how much the School's Service Fee, as described in Section 5, shall be reduced by the reduction in services.

15. 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 operations of the other member schools supported by 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. If the other party fails to cure the breach to the satisfaction of the other, the Agreement may be terminated immediately following the cure period.

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:

- 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.
- 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.
- School shall cease all use of the Intellectual Property of SGCA as soon as reasonably practicable, but in no event later than the current school year.
- As soon as practicable, SGCA shall return to School 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; 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.

16. 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

17. Indemnification.

a. SGCA shall indemnify, defend, and hold harmless the School, and its officers, employees, and agents ("School Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("Claims"), raised by third parties against any School Indemnitees arising out of the SGCA's performance of its obligations under this agreement, negligence, or willful misconduct, except for such loss or damage arising from the sole negligence or willful misconduct of the the School Indemnities. In the event any School Indemnitee is made a party to any Claim arising from SGCA's actions, SGCA shall provide a defense to the School Indemnitees or at the School's option reimburse the School Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

b. School shall indemnify, defend, and hold harmless the SGCA, and its officers, employees, and agents ("SGCA Indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("Claims"), raised by third parties against any SGCA Indemnitees arising out of the School's performance of its obligations under this agreement, negligence, or willful misconduct, except for such loss or damage arising from the sole negligence or willful misconduct of the SGCA. In the

event any SGCA Indemnitee is made a party to any Claim arising from School's actions, School shall provide a defense to the SGCA Indemnitees or at the SGCA's option reimburse the SGCA Indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

c. **Notice and Defense.** The indemnified party pursuant to Section 17a or 17b above (the "Indemnified Party") shall give the party providing indemnification thereunder (the "Indemnifying Party") prompt written notice of any claims, losses, damages, liabilities, penalties, fines, expenses or costs subject to indemnification ("Indemnified Claims"), and the Indemnifying Party may undertake the defense thereof by representatives chosen by the Indemnifying Party and agreed to by the Indemnified Party, which agreement will not be unreasonably withheld, delayed, or conditioned. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, solely for the use of the Indemnifying Party and its representatives in defending any such Indemnified Claim, and shall in other respects give reasonable cooperation in such defense.

18. 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.

19. 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.

20. 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. If the matter is not resolved pursuant to this section in thirty (30) days from initiation of the dispute resolution either party may resort to any legal remedy available to that party including litigation.

21. 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
ATTN: Royce Gough, Executive Director
8950 Cal Center Drive, Suite 110
Sacramento, CA 95826
Email: royce.gough@sequoiagrove.org

To School: Clarksville Charter School
ATTN: Jenell Sherman, Executive Director 4818
Golden Foothill Pkwy, Suite #9
El Dorado Hills, CA 95762
Email: jenell.sherman@sequoiagrove.org

22. 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.

23. Amendments. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by both Parties indicating an intent to amend this Agreement. 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. If any Authorizer raises material concerns in relation to this Agreement or the delivery of the Services, the Parties will discuss and negotiate in good faith how to address such concerns and whether any modifications to the Services or this Agreement are necessary.

24. 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

25. 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.

26. 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.

27. 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.

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

29. **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.

30. **Counterparts.** This Agreement may be executed in two or more counterparts, including by DocuSign or other electronic signature, 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

Clarksville Charter School,
a California nonprofit public benefit corporation

By:
Name:
Its:
Date: , 2023

By:
Name:
Its:
Date: ,2023



ATTACHMENT A

DESCRIPTION OF SGCA SERVICES

- 1. INSURANCE / GROUP RATE FOR MEDICAL BENEFITS / ENROLLMENT AND SUPPORT**
 - A. Manage Insurance liability coverage for schools, events, Boards, and facilities including local and state testing locations
 - B. Provide and support Open Enrollment
 - C. Benefits site maintenance
 - D. Secure group rates for Medical Benefits
 - E. Ongoing benefits support for Teachers and Staff
 - F. Coordinate and administer health, life, and retirement benefits

- 2. ORDERING AND RELATED SYSTEMS**
 - A. Enrichment Ordering process Implementation, operation, staff
 - B. Curriculum/ Services Ordering
 - C. Regional Lending Library
 - D. Online Subscriptions
 - E. Process and check all student orders
 - a. Provide customer phone/email support
 - b. Audits accounts and makes sure funds are correct
 - c. Complete processes with uploading of back-up to DIVVY for credit card purchases
 - F. Hold weekly meetings with Charter Leadership

- 3. HUMAN RESOURCES**
 - A. Act as the Custodian of Records for Live Scan results

- 4. GROUPS LICENSING AND GROUP ENROLLMENT**
 - A. Serve as an “honest broker” to purchase requested group licenses shared amongst the member schools.
 - B. Maintain Single Sign-On with the various subscriptions. Subscriptions vary year to year based on school input and availability.
 - C. Negotiate bulk pricing
 - D. Coordinate bulk purchases and subscriptions

- 5. CURRICULUM ORDER FULFILLMENT**
 - A. All Access
 - a. Platform Curriculum
 - b. Virtual Course Curriculum and Registration
 - c. Oversee all access curriculum options

- B. Maintain Curriculum Ordering
- C. Load student accounts for group managed curriculum
- D. Provide information, support, and load all curriculum
- E. Project annual and multi-year costs for bulk curriculum purchases
- F. Provide curriculum information for Homeschool Teacher Handbook
- G. Provide staff training and support in curricular programs as requested

6. GOOGLE SUITE - WEBSITE - DIGITAL MEDIA - HST HANDBOOK

- A. Google Suite
 - a. Domain management
 - b. Email management
 - c. Provide both technical and individual support for Google Suite and Drive
- B. Maintain School Website
 - a. Provide leadership for overall design and direction of school websites
 - b. Maintain all websites
 - c. Coordinate with school's communication team on weekly and daily website edits
 - d. Provide current media for websites and social media
 - e. Develop a multi-year design plan for all school websites
- C. Provide FinalSite portal for HST Handbook
- D. Design
 - a. Provide appropriate graphics for websites and social media
 - b. Work with schools to develop multimedia for online use and presentations
- E. Branding
 - a. Assist Schools in brand consistency and promote uniformity
 - b. Assist schools in identifying brand-building areas and develop a plan to educate organization members (i.e. Style Guide)
- F. Miscellaneous
 - a. School Planners
 - b. Assist school with the design and creation of custom planner books that meet the needs of homeschool families
 - c. Project grade-level enrollment growth to determine order quantities
 - d. Assist schools as requested with front cover design, create handbook pages, insert holidays and calendar dates
 - e. Orchestrate delivery logistics for planner distribution

7. ENROLLMENT – SCHOOL PATHWAYS – CALPADS – RECORDS – SCHOOL ACCOUNTABILITY & COMPLIANCE -- AUDITS

- A. Enrollment
 - a. Live Registration Support
 - b. Regional Phone Hotline
 - c. Email
 - d. SMS
 - e. Remote Assistance
 - f. Supported Languages (English, Spanish, Russian)
- B. Registration System (Reg-Online) Administration
 - a. Configuration and Update
 - b. Student Registration
 - i. New

- ii. Returning
 - iii. Sibling
 - c. Provide oversight for Household Accounts
- C. Student Information System (SIS) Administration
 - a. Data Entry
 - b. Post-Import Revisions
 - c. Internal Audits
 - d. Custom Tags
- D. Enrollment Reporting and Analysis
 - a. Trend Analysis & Projections
 - b. Provide Enrollment Strategies and Support
 - c. Lottery System Administration and Implementation
 - d. Hold weekly enrollment update meetings with Charter Leadership
- E. School Pathways
 - a. Align student data collection with CALPADS
 - b. Programming of Student Information System
 - c. Liaison between Student Information System and Schools
 - d. Attend trainings on updates and communicates with Charter staff
 - e. Maintenance of School Pathways
 - f. Handle attendance data requests and reports
 - g. Upon request, review and recommend updates to School's attendance policies
 - h. Monitors, maintains, and updates the school's data within CALPADS
 - i. Create staff accounts
 - j. Update and maintain accurate data for staff
 - i. Credentials
 - ii. SEID number
 - iii. Classification
 - iv. Personnel Information
 - v. Job Title
 - vi. Employment date
 - k. Create, test, and provide additional custom reports and permissions as requested by the schools
 - l. Work with staff to provide necessary access to data in Pathways related to job duties
 - m. Maintain accurate FTE counts for all staff
 - n. Process changes to Proof of Residence in Pathways
 - o. Report Immunizations
 - p. Facilitate student transfers between schools
 - q. Maintain course catalogs

8. RECORDS

- A. New Enrollments
 - a. Request student CUMEs from previous schools
 - b. House and maintain ALL student records (CUMEs)
 - c. Work with Registrars from other schools/districts to ensure overlapping enrolments are satisfactorily resolved
- B. Withdrawals
 - a. Maintain and update Withdrawal Survey
 - b. Process CUME requests and send student records to new schools

- c. Collaborate with School Accountability & Compliance to ensure proper documentation is being received from teacher/family upon withdrawal
 - d. Confirm and verify in writing which school the withdrawing student will be attending
 - e. Follow up with a school letter when unable to verify new school
 - f. Follow up with Private Schools that are not listed on CALPADS
- C. High School Support
- a. Fill out, sign, and return High School Work Permit Applications
 - b. Maintain and update Transcript Request Survey
 - c. Provide official/unofficial transcripts to families
 - d. Request transcripts from previous schools
 - e. Check-in high school and college transcripts from previous schools
 - f. Process high school Concurrent Enrollments (CCE's) that require transcript attachment
 - g. Fill out, sign, and return Military Security Clearance Forms
 - h. Print and mail High School Diplomas and official transcripts to families upon graduation
 - i. Archive and house graduated senior CUMEs
- D. Student/Teacher Services
- a. Fill out, sign, and return Entertainment Work Permit Applications
 - b. Provide Enrollment Verification letters to families
 - c. Provide Withdrawal Verification letters to families
 - d. In collaboration with teachers, SPED case managers, and counselors - complete, sign, and return Department of Social Services, Social Security, Department of Child and Family Services Forms as necessary
- E. SpEd Records Specific
- a. Progress Reports - Printing Fall and Spring Semester Progress reports for each individual SpEd student and adding a hardcopy to the SpEd files
- F. Handling all Records requests:
- a. Follow state mandated accelerated timelines for outgoing records request
 - b. Maintain duplicate electronic copy of the SpEd hardcopy of all SpEd files released on an outgoing request. This is in case of litigation so that the schools will have an exact record of which documents were released
 - c. Maintain accurate record keeping data regarding all incoming and outgoing requests
 - d. Complete internal requests within 24 - 48hrs for records for the purpose of Special Education Assessments (i.e. School Psychologist or School Nurse's request).
 - e. Manage incoming records requests (for newly enrolled students). Received files are reviewed by specialists and compared against the electronic SEIS records in order to determine if any hardcopy documents may need to be scanned and added to the electronic database (SEIS)
 - f. Unidentified SpEd students: Follow the notification process for Special Education students who were not identified as SpEd during the enrollment process
 - g. Assist school staff with recovery of documentation of a SpEd student that was not self-identified at enrollment.
 - h. Complete hardcopy request for parent's Wet Signature
 - i. Maintain SPED Records in a separate location, double locked.
 - j. Retain inactive SpEd files for students still currently enrolled but have been exited from SpEd. SEIS Uploads / Attachments survey responses
 - k. Regular maintenance also includes hardcopy printing and filing whenever an

electronic transaction is completed through SEIS

- I. Newly eligible SpEd students - as students are evaluated and become eligible for Special Education IEPs a new SpEd hardcopy folder is created and filed in the appropriate file cabinet.

G. Miscellaneous

- a. File ELL, RFEP identification letters into student CUME's
- b. Process legal name changes and upload appropriate legal paperwork to student's dashboard
- c. Ensure CalPads information is up to date and accurate for each student. Work with CALPADS Team to ensure dual enrollments are resolved in an accurate and timely manner.
- d. Archive and maintain Legal Documents including restraining orders and custody arrangements.
- e. End of year CUME cleanup - forward all withdrawn student CUME's that have not been requested to schools listed on CALPADS
- f. Provide student information/student records to law offices, law enforcement agencies, and probation departments as requested
- g. Shipping costs for sending Records billed to appropriate school at actual cost
- h. Process adult student documentation per Charter policy

9. SCHOOL ACCOUNTABILITY AND COMPLIANCE

A. State Compliance Documents

- a. Verifies & Audits Independent Study Agreement
- b. Verifies & Audits Attendance Logs
- c. Verifies & Audits Work Samples and assignment work records
- d. Verifies & Audits Household Data Collection Forms (HDCF)
- e. Verifies & Audits Proof of Residency (POR)
- f. Performs Internal Audit
- g. Prepares all documents for Annual Audit Guide including:
 - i. CALPADS 1.18 and 1.17
 - ii. Student Selections: Master Agreement, Attendance, Work Samples
 - iii. Special Programs documentation (HDCF & EL)

B. State Attendance Reports

- a. Prepares all state and federal reports: Review, analyze, and clarify data with teachers
 - i. 20-day Report
 - ii. P1
 - iii. P2
 - iv. EOY
 - v. Estimated Attendance Reports
 - vi. Civil Rights Data Collection Report
 - vii. CBEDS Report

C. Student Information System: Support to Homeschool Teachers

- a. Parent Portal
- b. Troubleshoot Student Information System (SIS)
- c. Update demographics in SIS
- d. Provide Attendance Codes, Printing, Archiving
- e. Provide support teachers with work sample, printing, archiving
- f. Provide support in generating report card

- g. Add TK8 Classes to teachers
- h. Support Charter with preparing Presentations on compliance documents via PowerPoint, video, or in person
- i. Provide Weekly Updates
- D. Live Support to Homeschool Teachers
 - a. Individualized Support
 - b. SAA Email Group
 - c. SAA Phone Line
 - d. Virtual Conference

10. TECHNOLOGY – FIREWALLS – TECHNICAL SUPPORT – PHONE SERVICES – INTERNET SERVICE – SOFTWARE LICENSING - BULK PRICING, SUPPORT, ORDER FULFILLMENT

- A. Student Tech Equipment Order Fulfillment, Returns, and Repairs
- B. Teacher & Staff Tech Equipment Order Fulfillment, Returns, and Repairs
- C. Set-up and maintenance of AWS account
- D. Set-up, maintenance, and distribution of Testing computers
- E. Procurement, maintenance, and distribution of internet hotspots
- F. Set up and maintenance of telecommunication system (phones)
- G. Information Technology Desktop Support for Staff & Students
- H. Set up and maintenance of equipment in physical offices (internet, infrastructure, printing)
- I. Accounting and inventory of all Tech assets
- J. Maintain software agreements and licensing
- K. Tech Vendor interface
- L. AUP (Acceptable Use Policy) Compliance Support
- M. Network and Device Content Filtering and Virus Support (Compliance with: The Children Internet Protection Act (CIPA), Children’s Online Privacy Protection Act and Rule (COPPA), Family Educational Rights and Privacy Act (FERPA), and Health Insurance Portability and Accountability Act of 1996 (HIPAA))
- N. Maintain firewall between member school and Sequoia Grove to ensure ownership and confidentiality of emails and data
- O. Maintain shared Google tenant for member school and Sequoia Grove
- P. Coordinating bulk hardware and software purchases
- Q. Shipping costs for family/ student Tech and Teacher devices billed back at actual cost to appropriate School
- R. Ensure adequate tech equipment is available for all schools for local and state testing
- S. Track and oversee computer and router numbers
- T. Provide support to all test locations and teachers throughout the window, including, but not limited to basic tech troubleshooting and student login issues

11. LENDING LIBRARY –VAN – DRIVER – INVENTORY CONTROLS

- A. Maintain Lending Library System
- B. Maintain Lending Library Materials/Inventory
- C. Suggest Lending Library Schedule
- D. Maintain Returns System
- E. Implement the Charter Inventory Returns Process/ restitution process
- F. Provide mobile lending library van and driver
- G. Community engagement i.e Newsletters and Social Media posts

H. Assist with shipping process for library materials

12. EVENTS

A. School Events

a. Provide assistance as requested for staff, student, and community events. Support may include: securing facilities, evidence of insurance coverage, preparation of consumable materials, set-up, teardown, storing of event materials, and staffing of events.

B. Provide staff training and mentorship in soft skills as requested

C. Provide training and workshops in writing and labs

13. ACCOUNTS PAYABLE – INVOICE PROCESSING

A. Keep accurate records and correspondence with vendors, families, and internal staff in regard to invoices, payment status, timeliness in response.

B. Smartsheet processing

a. Invoice routing

b. Audit compliance via matching invoices to ordering system

c. Receive and verify invoices for accuracy

d. Assemble invoices to upload once timestamped to back office to submit for payment

e. Keep accurate records and correspondence with vendors, families, and internal staffing in regard to invoices, payment status, timeliness in response

f. Updating Smartsheets with backup and data

g. Verify and break apart multi school bills through an MOU billing system

h. 1099 distribution and management

14. PAYROLL PROCESSING

A. Collect contracts annually both standard and stipend one time

B. Create spreadsheet to reflect all stipends with descriptions

C. Collect, verify, and keep record of all time keeping in payroll system

D. Pull report out of Student Information System to verify student counts and overages

E. Verify any overtime hours with administration

F. Verify sick and paid time off time taken for all staff per pay period

G. Maintain and update payroll forms (i.e. W4/ DE4)

H. W2 Management and disbursement

I. Respond to any employment payroll related questions

J. Process Verification of employment based on payroll records

K. Process all benefits deductions and contributions

L. Process all deductions outside the normal (i.e. IRS levy or DCSS garnishments)

M. Transfer all data over to excel spreadsheet with totals – upload to back office to cut checks.

15. VENDOR ONBOARDING

A. Manage Vendor Detail List and all Vendor information in the Vista Ordering System. This can include, but is not limited to:

a. Managing the vendor request survey

b. Sending/processing applications

c. Vetting applications for complete documentation prior to sending to school representative for approval

d. Validating insurance

- e. Collection and Verification of W9 forms
- f. Produce and maintain a detailed list of services (other information required by the schools as part of the vendor requirements)
- g. Sending contracts to vendors to ensure all signatures are fully executed before adding to school ordering system.

16. OPERATIONS – FACILITIES MANAGEMENT – VEHICLES -- WORKSPACE

- A. Provide facility management for school operated facilities as requested, including leases, utility contracts, janitorial, insurance, appropriate licensing
- B. Provide support for school owned vehicles including maintenance, procurement, sales
- C. Provide open workspace and access for school staff and teachers in both Sequoia Grove office building inclusive of appropriate seating, internet access, copy/fax, and comfort control