



SEQUOIA GROVE CHARTER ALLIANCE

Sequoia Grove Charter Alliance Regular Board Meeting

Date and Time:

**June 15, 2023
6:00 pm**

Location:

<https://sequoiagrove-org.zoom.us/j/85784440295?pwd=UE1JZWlqSkRETZaSXVUTEsxYWZ0Zz09>

**Meeting ID: 857 8444 0295
Passcode: 707767**

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
 - a. April 27, 2023

II. Action Items

- A. Director's Report - Royce
- B. Presentation: Current Year 2022-2023 Budget Update - Cory
- C. Discussion and Possible Action: PTO Transition
- D. Discussion and Possible Action: Shared Services Agreement 2023-2024 - Royce
- E. Discussion and Possible Action: Draft Budget Presentation 2023-2024 - Becky / Cory
- F. Discussion and Possible Action: Charter Tech Services Contract Renewal
- G. Discussion and Possible Action: Creative Back Office Contract Renewal
- H. Discussion and Possible Action: Job Description - Becky
 - a. Director of Accountability and Compliance
- I. Discussion and Possible Action: 2023-2024 Organization Chart - Royce/ Becky

- J. Closed Session: Public Employee Performance Evaluation
(Gov. Code section 54957(b)(1).)
Title: CEO
- K. Discussion and Possible Action: Chief Executive Officer Contract
- L. Discussion and Possible Action: Board Calendar 2023-2024 - Royce
- M. Recognition of Departing Board Member: Sara Rose Bonetti - 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)).



SEQUOIA GROVE CHARTER ALLIANCE

Sequoia Grove Charter Alliance Regular Board Meeting MINUTES

Date and Time:

**April 27, 2023
6:00 pm**

Location:

Agenda:

I. Opening items

- A. Record Attendance: 6:00
Present: Jason Baldwin, Robert McGuire, Sara Rose Bonetti
- B. Call the Meeting to Order: 6:00 Jason Baldwin called the meeting to order
- C. Approval of the Agenda:

Royce requested to move item “b” to the top of the agenda

6:01 Jason Baldwin motioned to approve change,
Robert McGuire 2nd: 3 ayes/ 0 nays

6:02: Jason Baldwin motioned to approve agenda with requested change
Sara Rose Bonetti 2nd: 3 ayes 0 nays
- D. Public Comments: 6:02 - 6:05 – No comments
- E. Approval of Minutes: 6:05
 - a. March 16, 2023
Robert McGuire motioned, Sarah Rose 2nd: 3 ayes 0 nays

II. Action Items

- A. Director’s Report - Royce 6:14 - 6:29 **PRESENTED SECOND**
Royce presented an overview of the progress the Departments have made this year. Ordering has processed 78,000+ orders with more coming as pre-orders begin. Enrollment completed this year’s enrollment holding on target at over 100%. Accounts Payable is currently buried under an avalanche of Amazon orders, which has been a challenge this month. The data team/ SIS completed the P2 attendance reporting, completed the Letter of Intent project at an amazing 98% return, and is working on the CALPADS end of year processing. data systems so we can begin enrollment for next year. Finally Royce noted that the compliance team has surpassed 220,000 documents processed this year.

Robert McGuire commented he appreciates the extra work that's going on for the school.

Sara Rose Bonetti commented she is "proud to be part of such a well organized group."

B. Presentation: Staff Member intro - Royce **PRESENTED FIRST 6:06 - 6:13**

Royce introduced Christopher Herrmann, Library Services Coordinator. Christopher gave a brief presentation of the Library team, what each member of the team does, and what resources are available to families through Library Services.

Jason Baldwin commented, "Please tell the staff we appreciate the excellent work."

Bob McGuire added, "Thank you. The Library is the most talked about service at Park Days."

C. Discussion: Finances - Cory: 6:30

Cory presented the financials through March 31. He noted we are 9 months through the year and showing spending on track at 75%. Cory comments the financials continue to be "boring, which is a good thing."

Jason Baldwin stated he appreciated seeing the vehicles and fleet broken out separately. Cory noticed that the one time expenses in the fleet drove up costs, but that this has been a good year to see actual usage.

D. Discussion and Possible Action: Calendar 2023-24 - Royce/ Becky: 6:41

Becky presented the 23/24 calendar noting the holidays.

Public comment: "looks good"

Jason Baldwin Motined, Sara Bonetti 2nd: 3 ayes, 0 nays

E. Discussion and Possible Action: Handbook 2023-2024 - Royce: 6:52

Royce presented the Employee Handbook reviewing the highlighted sections for removal and updated language around the calendar.

Sara Rose Bonetti motioned, Robert McGuire 2nd: 3ayes, 0 nays

F. Board Members Roles - Royce 6:54

Royce introduced the need to change Board roles with the resignation of Jason Baldwin and new term beginning.

Jason Baldwin discussed the role of President.

Sara Rose Bonetti nominated Robert McGuire for President, Robert accepted stating he was "happy to step into the role."

Jason Baldwin motioned to approve Robert McGuire to complete this term as President, Sara Rose Bonetti 2nd - 3 ayes / 0 nays

Robert Mc Guire confirmed as President

Jason Baldwin motioned to approve Sara Rose Bonetti as Secretary for the remaining current term. Robert McGuire 2nd: 3 ayes / 0 nays

Sara Rose Bonetti confirmed as Secretary

G. Recognition of Departing Board Member: Jason Baldwin - Royce 7:05

Royce presented a Plaque and comments of appreciation for the support Jason Baldwin has provided to the organization.

Robert McGuire noted that “you have really taken the bull by the horns and I truly appreciate all you have done for the organization.”

Jason Baldwin commented, “It has been a pleasure working with great people.”

IV. Closing items

A. Board of Director’s Comments & Requests 7:06

Sara Rose Bonetti suggested a future discussion of electric vehicles and how the organization may benefit.

B. Announcement of Next Regular Scheduled Board Meeting: 7:09

Jason Baldwin announced the next Board Meeting on June 1, 2023

C. Adjourn Meeting: 7:10

Jason Baldwin adjourned the meeting

Prepared By: Royce Gough

Noted By: Board Secretary _____

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.

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. 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. 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;
 - Meetings shall occur with CFO of schools and CSO Business Director;
 - Meetings shall occur with school leadership and the enrollment team of the CSO;
 - Meetings shall occur with school leadership and the compliance and SIS team of the CSO; and
 - Meetings shall occur with school leadership and the records team of the CSO; and
 - 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 will notify the school of any SGCA employee termination, hiring or employment change. 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 (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 annually during the third quarter based on SGCA’s current year actuals and the next fiscal year’s projections. SGCA will meet with and provide the School with a draft of the next fiscal year’s budget to include its Total Costs to provide the Services for the coming fiscal year and all sections of the budget. 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’s board 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. Additionally, no costs will be covered unless expressly agreed to by the School in the written pass through agreement.

- 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**"), independently 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 SGCA is owed by the member school. The Google tenant is shared and administered in collaboration with SGCA. 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 SGCA. 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. SGCA's monthly financial reports of the fiscal components showing budget to actuals for each object code as well as the confidential payroll tab will be provided to the Executive Director and CFO at regular meetings.
- 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 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.

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

- b. Each Party shall be responsible for obtaining and maintaining workers' compensation coverage and unemployment insurance for its employees.
- c. 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. Evaluations.

- a. Annual Customer Evaluation Survey. In addition to the Quality Control measures provided in Section 14, at least once annually, SGCA will send the member schools a customer service evaluation to allow the member schools to provide feedback and input to SGCA.
- b. Annual SGCA CEO Evaluation. Prior to the Annual Evaluation of SGCA's CEO, member schools will be given the opportunity to provide SGCA's Board with feedback and input regarding the CEO. The actual evaluation will remain the responsibility of the SGCA Board.

16. Termination.

- a. The School 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.

17. 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

18. 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 School Indemnitees. 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.

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 Indemnites or at the SGCA's option reimburse the SGCA Indemnites their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

- b. **Notice and Defense.** The indemnified party pursuant to Section 18a 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.

19. 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.

20. 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.

21. 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. Any further action following mediation, including arbitration or

litigation, will be submit to payment by the losing party of the fees and costs incurred, including, without limitation, the reasonable attorneys' fees and costs incurred by the prevailing party.

22. 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

23. 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.

24. 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.

25. 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

26. 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.

27. 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.

28. 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.

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

30. 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.

31. 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

4885-7832-4829, v. 2



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. Supports benefits site maintenance
- D. Secure group rates for Medical Benefits
- E. Supports ongoing benefits assistance 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

Assist with the services listed below until the transition of services to Human Resources in the schools is completed. At that time these services will no longer be provided by SGCA.

- 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 FinalSite websites & portal for HST Handbook & Parent Portal
- C. Provide Sequoia Grove identity and branding
- D. Miscellaneous
 - a. Orchestrate delivery logistics for planner distribution and assist with delivery

7. ENROLLMENT – SCHOOL PATHWAYS – CALPADS 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
 - Collect all required enrollment documents
 - Follow up with families through multiple means of communication
 - Verify parent names match birth certificates or obtain legal documentation
 - Verify student is not concurrently enrolled
 - Identify and properly tag any incoming custody issues
 - Identify and communicate with schools any suspension/expulsion prior to enrollments
 - 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 regularly agreed upon 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. Run a dual enrollment report weekly and reconcile all dual enrollment concerns with records department
 - j. Create staff accounts
 - k. Update and maintain accurate data for staff
 - i. Credentials
 - ii. SEID number
 - iii. Classification
 - iv. Personnel Information
 - v. Job Title
 - vi. Employment date
 - l. Create, test, and provide additional custom reports and permissions as requested by the schools
 - m. Work with staff to provide necessary access to data in Pathways related to job duties
 - n. Maintain accurate FTE counts for all staff
 - o. Collect and maintain Proof of Residency (POR)
 - p. Process changes to Proof of Residence in Pathways
 - i. Verify change of address is for one or both parents and update accordingly
 - q. Report Immunizations
 - r. Maintain course catalogs

8. RECORDS

- A. New Enrollments
 - a. Create cume folder for TK/K students
 - i. Verify all enrollment documents are placed in the cume folder
 - b. Request student CUMEs from previous schools
 - i. Check CALPADs to verify last school of attendance
 - c. House and maintain ALL student records (CUMEs)

- d. Work with Registrars from other schools/districts to ensure overlapping enrollments are satisfactorily resolved
 - e. Identify and properly collect the appropriate legal documentation for any custody issues
- B. Withdrawals
- a. Maintain and update Withdrawal Survey processing withdrawals daily
 - b. Correctly identify the proper exit code for all students leaving the school
 - i. Any withdrawal with an unknown school of transfer, follow up communication and documentation must be consistently done according to legal and internal established timelines
 - c. Process CUME requests and send student records to new schools
 - d. Collaborate with School Administrators to ensure proper documentation is being received from teacher/family upon withdrawal
 - e. Upload withdrawal forms to School Pathways
 - f. Confirm and verify in writing which school the withdrawing student will be attending
 - g. Follow up with a school letter when unable to verify new school
 - h. 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. Special Education 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
 - b. Follow all legal timelines for requesting and sending records
- F. Handling all Records requests:
- a. Records positions maintains predominantly in office working status
 - b. Follow state mandated accelerated timelines for outgoing records request
 - c. 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

- d. Maintain accurate record keeping data regarding all incoming and outgoing requests as well as follow up communications
- e. Complete internal requests within 24 - 48hrs for records for the purpose of Special Education Assessments (i.e. School Psychologist or School Nurse's request).
- f. Manage incoming records requests (for newly enrolled students). Received files are reviewed 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)
- g. Unidentified SpEd students: Follow the notification process for Special Education students who were not identified as SpEd during the enrollment process
- h. Assist school staff with recovery of documentation of a SpEd student that was not self-identified at enrollment.
- i. Complete hardcopy request for parent's Wet Signature
- j. Maintain SPED Records in a separate location, double locked. Door is to remain closed at all times.
- k. Retain inactive SpEd files for students still currently enrolled but have been exited from SpEd. SEIS Uploads / Attachments survey responses
- l. Regular maintenance also includes hardcopy printing and filing whenever an electronic transaction is completed through SEIS
- m. 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 and appropriate communication with the schools
- c. Ensure CALPADS information is up to date and accurate for each student.
- d. Work with CALPADS Team to ensure dual enrollments are resolved in an accurate and timely manner.
- e. Archive and maintain Legal Documents including restraining orders and custody arrangements.
- f. End of year CUME cleanup - forward all withdrawn student CUME's that have not been requested to schools listed on CALPADS
- g. Provide student information/student records to law offices, law enforcement agencies, and probation departments as requested
- h. Shipping costs for sending Records billed to appropriate school at actual cost
- i. Process adult student documentation per Charter policy and documenting in Pathways

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 (AWR)

- 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. Compliance Support to Homeschool Teachers
 - a. Update demographics in SIS
 - b. Provide Attendance Codes, Printing, Archiving
 - c. Provide support teachers with work sample, printing, archiving
 - d. Support Charter with preparing Presentations on compliance documents via PowerPoint, video, or in person
- C. Live Support to Homeschool Teachers
 - a. Individualized Support
 - b. Compliance Department Email Group
 - c. Compliance Department Phone Line
 - d. Virtual Conference
- D. SIS- 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
 - viii. Other reports as needed
- E. SIS- Student Information System: Support to Homeschool Teachers
 - a. Parent Portal
 - b. Troubleshoot Student Information System (SIS)
 - c. Provide support in generating report card
 - d. Add TK8 Classes to teachers
 - e. Provide regular updates

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. Assist with DAY-OF testing site delivery and support

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. Participate in and support school events
- I. Perform shipping process for library materials
- J. Check inventory to ensure all items are included and in good working order for each order

12. EVENTS

- A. School Events
 - a. Provide assistance as requested for staff, student, and community events, including but not limited to graduation, showcases, fall events, planner distribution, technology distribution, CAASPP, PFT, etc. Support may include securing facilities, evidence of insurance coverage, preparation of consumable materials, delivering and set up of requested food, beverages, or prizes, event set-up, teardown, storing of event materials, and staffing of events or other requested services.
- B. Testing Events
 - a. Create and maintain Physical Fitness Testing (PFT) test boxes: ruler,

- stopwatch, etc. approx. 10 kits
- b. Provide and prepare snacks and awards for students at PFT, SGCA funded
 - i. Collaborate with Testing Coordinator for supply order
- c. Schedule Library pick-up and delivery day in conjunction with Testing locations/dates
- d. Provide live tech support during testing sessions
- C. Provide staff training and mentorship in soft skills as requested
- D. 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
 - i. Attends charters weekly cash call meetings
 - j. Completes charter aging selections weekly

14. PAYROLL PROCESSING

Assist with the services listed below until the transition of services to the CFO in the schools is completed. At that time these services will no longer be provided by SGCA.

- A. Maintain spreadsheet to reflect all stipends with descriptions
- B. Collect, verify, and keep record of all time keeping in payroll system
- C. Pull report out of Student Information System to verify student counts and overages
- D. Verify any overtime hours with administration
- E. Verify sick and paid time off time taken for all staff per pay period
- F. Maintain and update payroll forms (i.e. W4/ DE4)
- G. W2 Management and disbursement
- H. Respond to any employment payroll related questions
- I. Process all benefits deductions and contributions
- J. Process all deductions outside the normal (i.e. IRS levy or DCSS garnishments)
- K. Transfer all data over to excel spreadsheet with totals – upload to back office to cut checks.

15. COMMUNITY PARTNER ONBOARDING

- A. Manage Community Partners Detail List and all Community Partners information in the Vista Ordering System. This can include, but is not limited to:
 - a. Managing the Community Partner request survey
 - b. Sending/processing applications
 - c. Vetting applications for complete documentation prior to sending to school representative for approval
 - d. Validating insurance and verifying background checks
 - e. Collection and Verification of W9 forms and business licenses or equivalent
 - f. Produce and maintain a detailed list of services (other information required by the schools as part of the Community Partners requirements)
 - g. Sending contracts to Community Partners to ensure all signatures are fully executed before adding to school ordering system.
 - h. Provide ongoing support and timely communication to Community Partners

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 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

17. FUNDRAISING

- A. Provide and coordinate fundraising efforts on behalf of the member schools to support their special projects
- B. Collect, verify, and keep record of all charitable donations
- C. Transfer donation proceeds once monthly to member schools apportioned to each school by enrollment percentage
- D. Provide all donors an appropriate charitable donation receipt and submit a purchase request to member schools in the event a thank you gift is needed.
- E. Provide weekly updates and regular accounting while fundraising projects are underway

18. RECOGNITION

- A. Establish annual Founders Award for graduate(s)
 - a. Work with school staff to determine what will comprise the “Founders Award”
 - b. In collaboration with school staff design, order, and provide a physical “Founders Award” presentation award
 - c. Provide ongoing support for the funding of annual Founders Award scholarship fund
- B. Staff appreciation
 - a. In collaboration with school staff, design and provide a Baby Care package for staff members who add an infant family member during the school year, SGCA funded
 - b. Other staff appreciation events and/or packages as agreed upon with schools



charter tech services

Technology Services Proposal for Sequoia Grove Charter Alliance

Description

This document serves to describe a working relationship between Orion Technology Group, L.L.C. d.b.a. Charter Tech Services (CTS) and Sequoia Grove Charter Alliance (SGCA). The goal of this relationship is to provide SGCA with a comprehensive technology support service that includes daily support/repair services, along with strategic technology planning for its various on-site administration and distance learning operations.

Why Charter Tech Services

CTS is the leading provider of comprehensive technology support services for K-12 Education. Each year we donate more than 10% of our proceeds back to the schools we serve by sponsoring scholarships, tournaments, and other fundraisers. We differentiate ourselves from the competition by: 1) specializing in educational technology, 2) providing proactive onsite service, and 3) operating with scalable success throughout California and Colorado.

Why Outsource

1. **Save Money:** As a quick and nimble private company we're able to offer competitive benefits to our employees while still achieving significant cost savings for our clients.
2. **Expertise:** We're not just one skilled person, we've got a deep bench of experts ready to assist with your ever changing needs, without increasing your costs.
3. **Accountability:** Outsourcing provides our clients with greater ability to achieve accountable results vs. the typical HR red tape involved with employee accountability.
4. **Continuity:** Our service also provides for greater continuity as we're able to provide consistent high quality service even as individual team members naturally advance and move on in their careers.

Comprehensive Support Composition - Typical Makeup

1. IT Management & Strategic Planning

- a. CTS will participate in weekly admin meetings with the SGCA administration to review service quality, response times, and discuss any upcoming projects.
- b. CTS will take a leadership role in asset management: including planned upgrades and replacements. This will include inventory tagging, secured asset tracking, and planning of long term equipment needs.
- c. CTS will be responsible for coordinating all relevant technology resources to ensure SGCA success, including but not limited to: internal SGCA staff, CTS staff members, external vendors, and 3rd party partners. This means that the SGCA administration sets priorities and can trust CTS will work with all relevant parties to get the job done.
- d. CTS will work with the SGCA Administration to document processes, procedures, and technology configurations. This includes mapping out the most efficient methods of handling equipment repair and remote support for employees and students working/learning from home.

2. Daily Repair and Support Team: TWO Onsite Technicians

- a. **CTS will provide TWO dedicated onsite technicians**, at SGCA's office to proactively respond to routine tech support, equipment distribution, and repair requests. This technician will work hand-in-hand with a complement of additional CTS staff assigned to the SGCA support team.
- b. During onboarding CTS technicians will perform work remotely while technicians are selected for office placement. CTS technicians (even those assigned to work onsite) may need to work remotely in response to future health orders from local, state, or federal government agencies.
- c. **CTS will provide additional onsite support** as needed for SGCA staff needs, testing events, and other onsite needs at the direction of SGCA.
- d. CTS technicians will track support requests via a ticketing system whereby requests are received by phone, email, and in-person. Requests may come from administrators, staff, students, and parents.
- e. CTS will provide higher level resources onsite as needed for no added cost, this may include Network Engineers, Application Specialists, etc.
- f. CTS will provide services outside of school hours at the direction of SGCA.

3. Auxiliary Support

- a. At no additional cost, CTS will provide additional layers of support including but not limited to: daily IT management and planning, season demand fluctuations.
- b. CTS will provide higher level escalation support as needed and without limit. This support will be provided both onsite and remotely.
- c. CTS will provide mentorship and development for the onsite level-1 technicians to ensure that their value increases over time.
- d. CTS will provide additional onsite support as needed during times of higher need, such as smarter balanced testing.

Typical Support Interaction

1. SGCA Administration Team
 - a. CTS expects to have regular weekly meetings with members of the SGCA Administration Team to provide routine updates and evaluate prioritization of ongoing initiatives.
 - b. SGCA Administration Team will provide approval for necessary tech purchases and guidelines for satisfying routine tech order requests from staff.
 - c. SGCA Administration Team may redirect and reprioritize CTS staff attention to/from various tech initiatives as deemed necessary.
2. SGCA Teachers and Staff
 - a. SGCA Teachers and Staff will submit support requests for themselves, their co-workers, and/or their students/parents.
 - b. These support requests may be submitted by phone, email, or in person.
 - c. CTS will be available for in-person troubleshooting, equipment exchange, and one-on-one training at either SGCA Office location.
 - d. Support requests may include, but are not limited to, requests for password assistance with various platforms, software installation, computer troubleshooting, office/school phone line troubleshooting, etc.
3. SGCA SPED Department
 - a. SGCA SPED Department will provide instructions to CTS on necessary Assistive Technology that must be distributed to SPED Students.
 - b. CTS expects to distribute/track Assistive Technology equipment such as Laptops, Tablets, Hotspots, Headsets, and other computer electronic devices.
 - c. CTS understands that SPED Assistive Technology requests are very time sensitive and will work with the SPED Department to find timely and appropriate delivery options.
 - d. CTS will install/manage student support Apps on laptops and tablets as requested by SGCA SPED Department.
4. SGCA Students and Parents
 - a. SGCA Students and Parents will submit support requests via phone and email.
 - b. CTS will follow SGCA instructions for validating the identity of students and parents.
5. Notes for all forms of support
 - a. CTS will utilize a central UPS account for shipping/receiving equipment to/from Teachers and Staff.
 - b. CTS will serve as a support concierge to any necessary outside tech support entities. This may include receiving end user reports of assistance needed, performing initial information gathering and research, and then reaching out to third parties as necessary (together with the end user) to ensure the issue is properly resolved and that the end user is fully supported throughout the whole process.

Typical IT Infrastructure and Support Expectations

1. Evaluation
 - a. CTS will perform a diligent and extensive evaluation of SGCA needs.
 - b. CTS works with approx 50 other charter schools and will draw on these experiences when making recommendations.
 - c. All recommendations will be adjusted for any/all SGCA unique needs.
2. **Google Apps/Suite/Workspace Setup**
 - a. CTS will immediately begin setting up the Google Workspace for Education account that will be a foundational IT platform for the organization.
3. **Device Migration**
 - a. CTS will assist SGCA Administration with conducting an equipment survey and compiling results.
 - b. CTS will work directly with Students/Parents to migrate student technology off of the old ICS management platforms and onto software management platforms owned/controlled by SGCA.
 - c. CTS will migrate Windows laptop authentication to Microsoft Azure and Microsoft InTune.
4. **Computer Inventory Procurement and Distribution**
 - a. CTS will assist SGCA with technology asset management, procurement, and distribution.
 - b. CTS will work with the student/staff ordering platform designated by SGCA to process equipment requests and fulfill those requests.
5. Email / Backup and Recovery / Networking / Antivirus
 - a. CTS expects to continue utilizing the email server functionality built into the Google G Suite for Education.
 - b. CTS expects to utilize the file storage, backup, and sync capabilities that are built into the G Suite and Microsoft 365 platforms. These platforms are industry leaders and are available within the licensing that the school already has.
 - c. CTS expects networking for both SGCA offices to be simple and cost effective. Since both offices serve relatively small staff populations, minimal hardware should be required.
 - d. CTS expects to utilize Microsoft InTune to centrally manage Windows Defender across all Azure AD connected devices. This software is the standard in the education space for Antivirus and AntiMalware protection, and offers additional advanced feature sets that may be appropriate for leadership PCs.
6. Computer Imaging / Cleanup / Deployment / Maintenance
 - a. CTS expects to have full responsibility for the configuration and support of all computer hardware in use by SGCA Staff, Teachers, and Students.
 - b. This responsibility includes but is not limited to installing central management software, configuring software, and all other aspects of computer deployment and maintenance.

7. Response Times

- a. CTS will strive to provide a same-day response for every support request that comes in during business hours.
- b. CTS will monitor and triage tickets afterhours, providing emergency response as needed, and next-business day response for non-emergency requests.

Frequently Asked Questions

Question: Will SGCA be charged extra for additional tech support during seasonally busy times?

Answer: No.

Question: Will SGCA be charged extra for additional fees to configure new laptops? Or set up new office equipment? Or assist with testing setup?

Answer: No.

Question: What costs is SGCA responsible for?

Answer: Support costs are a single fixed price and detailed below. Additional costs are subject to SGCA approval but include UPS shipping charges, software licensing fees, repair parts, computer equipment.

Question: What software costs are anticipated?

Answer: SGCA will need management software to centrally manage and license their Windows computers, Apple devices, and Chromebooks. SGCA will need internet filtering software for students.

- Typical Microsoft licensing costs \$5.75 per staff member per month, students are included for free.
- Typical Apple Device management software costs approx \$10 per device per year.
- Google Chromebook Device licenses cost approx \$38 per device (one time), with each license lasting for the lifetime of the device.
- Typical CIPA compliant internet filters cost \$5-\$10 per student per year.
- CTS has provided SGCA with a software budgeting spreadsheet.

Question: Can CTS assist with student tech store orders or catalog development?

Answer: Yes. CTS can serve and assist in whatever capacity is deemed appropriate by the SGCA Administration. That may include sourcing, comparing, procuring, fulfilling, or simply supporting.

Basic Terms

1. Services shall begin on 7/1/2023.
2. Monthly service costs shall be \$28,000 per month, due on or before the 10th of each month.
3. This agreement can be canceled with three months' written notice.
4. Unless superseded by another agreement or terminated, this price will increase by 4% every July 1st, beginning July 1st of 2024.
5. CTS shall bill SGCA for approved third-party materials and fees necessary to provide service. Examples include: shipping/packing costs, domain registration, computer cables, laptop parts, software licensing, manufacturer repair fees.
6. Where memory of verbal discussions contradicts any part of this document, this document alone shall serve as the final agreement.
7. In the event that SGCA would like to hire CTS's employees, subcontractors, or representatives, SGCA agrees to provide 3 months written notice of any service change and pay a fee equal to 15% of the first year's combined salary and benefits to CTS as a recruitment fee for each party.
8. In the event of serious disagreement, damages shall be limited to the total compensation earned under this agreement, disputes shall be arbitrated by a mutually agreed upon arbitrator, with the prevailing party entitled to reimbursement of legal fees.

Additional Terms

9. In order to remain FERPA compliant: During the term of this Agreement, and thereafter in perpetuity, neither party shall without the prior written consent of the other, disclose to anyone any Confidential Information of the other. "Confidential Information" for the purposes of this Agreement shall include each party's proprietary and confidential information such as, but not limited to, any Personal Identifiable Information (PII) of students, parents, and staff of SGCA and its member schools. Confidential Information shall not include any information that SGCA makes publicly available or information which becomes publicly available through no act of CTS or SGCA or is rightfully received by either party from a third party.
10. CTS shall not be liable to SGCA or any of its affiliates for any damages, whether incidental, direct, indirect, special, consequential or punitive damages arising out of service or equipment provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, or loss to person or property, costs of substitute equipment or other costs even if CTS has been advised of the possibility of such damages. Regardless of the form of action, CTS's cumulative liability shall be only for loss or damage directly attributable to negligence of a CTS employee or contractor, for the cost of restoring the network to its condition prior to the negligence, but not to exceed thirty thousand Dollars. If a collection action is initiated by either party or if CTS

has to defend any action by SGCA, CTS is entitled to its reasonable attorney fees and expenses to be paid by SGCA.

11. Implied Warranties are expressly disclaimed by CTS. A CTS contractor is a technician or contractor who operates on behalf of CTS, is paid by CTS and has access to CTS's service ticket management system for making time entries and charges for their work. CTS is not responsible for the acts of other technicians, contractors or consultants providing service to SGCA not under its control and direction. If SGCA purchases equipment from CTS it understands and agrees that it will look to the manufacturer for all remedies and warranties and agrees that CTS is not responsible for functioning of the equipment and has not made any express or implied warranties. CTS shall not be liable for any claim or demand against the SGCA by any third party on account of errors or omissions performed hereunder.
12. Force Majeure: Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of God, acts of a public enemy, pandemics, fires, floods, wars, civil disturbances, sabotage, accidents, insurrections, terrorism, blockades, embargoes, storms, explosions, labor disputes, pandemics, acts of any governmental body, failure or delay of third parties or governmental bodies from whom approvals, authorizations, licenses, franchises or permits must be obtained, or inability to obtain labor, materials, equipment, or transportation or illness of CTS technical staff. Each party shall use reasonable efforts to minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event.
13. This Agreement is fully assignable by CTS. Immediately upon assignment the assignee's name, address and contact information shall be provided to the other party. This Agreement shall be fully binding and enforceable as against all permitted assignees and successors in interest.
14. SGCA agrees to carry liability insurance and property insurance covering any damage to its network as well as to any clients of the SGCA adversely affected by SGCA's network functioning or transmissions from its network.

Technology Services Proposal for Sequoia Grove Charter Alliance

References

This is a shortlist of relevant references for whom we are the exclusive provider of technology support services.

Guajome Park Academy Kevin Humphrey humphreyke@guajome.net	Steele Canyon High School Scott Parr sparr@schscougars.org
Contra Costa School of Performing Arts Neil McChesney neil.mcchesney@cocospa.org	Heartland Charter School Lydia Olds lydia.olds@heartlandcharterschool.com

Acceptance

Both parties agree to the terms and descriptions set forth above.

Orion Technology Group LLC
(d.b.a Charter Tech Services)

Sequoia Grove Charter Alliance

(sign & date)

Andrew Lane

President

(sign & date)

Name: _____

Title: _____

Date: June 15th, 2023

Client: Sequoia Grove Charter Alliance

Introduction to Scope of Services & Company Mission

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

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

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

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



SCHEDULE A

SCOPE OF SERVICES

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

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



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

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

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

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

- 5.1 Bank Account Reconciliations - the Consultant will complete monthly bank account reconciliations for all Client associated accounts. Client associated accounts include general checking, savings, petty cash, and credit card accounts. If the Client has additional accounts to be reconciled, an additional service charge may apply.
- 5.2 Tax Preparation Support - prior to the annual IRS Tax Filing deadline, the Consultant will conduct a thorough review of the Client's financials. Specifically, the Consultant will review documentation of revenues and expenditures, verify correct accrued accounts receivable and accounts payable balances, and account balance for all Client accounts (bank, credit card, etc.) at the close of the fiscal year.
 - 5.2.1 Please note, the Consultant is not Certified Tax Accountant and is not responsible for preparing and/or filing the Client's Tax Returns. Additionally, all advice provided by the Consultant is not to serve as official tax planning guidance.

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



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

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

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

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

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

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

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

8.0 General Consultation for Sequoia Grove Partner Schools - Sequoia Grove helps support and manage the operations of (3) partner charter schools. The services outlined below are ancillary services provided by the Consultant will be available to help Sequoia Grove better support their partner schools.



SCHEDULE B COMPENSATION

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

Scope of Services and Compensation Package:

The Scope of Services and Compensation Schedule outlined in Schedule A and B are comprehensive (total) service costs for Sequoia Grove Charter Alliance and Sequoia Grove's (3) partner schools: Lakeview Charter School, Feather River Charter, and Clarksville Charter School.

Term of Contract

The proposed contract will cover (24) months July 1st, 2023 - June 30th, 2025.

Compensation Schedule:

Proposed contract is \$75,000 for July 1st 2023 - June 30th 2024 and \$81,000 for July 1st 2024 - June 30th, 2025.

Additional Services Outside of Contract Scope

If the Client requests additional services that fall outside of the services outlined in Sections 1.0 - 8.0 the Consultant will provide a written service proposal to the Client prior to beginning the requested work. The written proposal will include estimated total hours and an estimated total cost. The Consultant's hourly rate ranges from \$125 - \$225 and will be determined on the overall scope of the additional service project.



ARTICLE 1 SERVICE AGREEMENT

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

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

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

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

ARTICLE 2 INDEPENDENT CONTRACTOR

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



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

ARTICLE 3 COMPENSATION FOR CONSULTING SERVICES

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

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

ARTICLE 4 TERMS AND TERMINATION

4.1 **Term.** This Agreement shall be effective as of 7/1/2023 and shall continue in full force and effect until 6/30/2025. The Client and Consultant may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue. The Agreement will automatically renew for an additional one (1) year unless either party provides written notice of nonrenewal to the other party at least ninety (45) days prior to the expiration of the current term.

4.2 **Termination for Cause.** The Client may terminate this Agreement for "Cause," after giving Consultant written notice of the reason. Cause means: (1) Consultant has breached the provisions of Article 5 of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 30 days without cure by Consultant following receipt of a notice from the Client; (2) Consultant has committed fraud, misappropriation, or embezzlement in connection with the Client's business; (3) Consultant has been



convicted of a felony; or (4) Consultant's use of narcotics, liquor, or illicit drugs has a detrimental effect on the performance of his or her employment responsibilities, as determined by the Client.

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

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

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

ARTICLE 5 CONFIDENTIAL INFORMATION

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

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



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

ARTICLE 6 RIGHTS AND DATA

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

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

ARTICLE 7 INDEMNIFICATION

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

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

7.3 Conditions to Indemnification. The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not



to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

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

ARTICLE 8 GENERAL PROVISIONS

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

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

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

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

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

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



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

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



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

[Sequoia Grove Charter Alliance]

Royce Gough

Executive Director

Date:

[Creative Back Office]

Cory Cavanah

President

Date:





Director of Accountability and Compliance

Job Title	Director of Data, Records & Accountability
Direct Report	CEO or administrative designee
FLSA Status	Exempt
Position Type	M-F, 7:30AM to 4:00PM
Salary Schedule	Schedule B
Classification	Classified
Board Approved	6/15/23

SUMMARY OF POSITION

The Director of Data, Records and Accountability provides leadership and manages the daily operations of the Enrollment, Compliance, SIS, and Records departments. This position will report directly to the CEO providing key strategic direction and project management while leading the continued development of student data, records, and accountability team to ensure internal processes meet all federal, state, and local requirements.

ESSENTIAL FUNCTIONS

- Oversees the continuous improvement and management of Sequoia Grove Charter Alliance enrollment processing, record keeping, student information system, and compliance policies and procedures
- Designs, implements, monitors, and maintains the effective integration of data between various data sources and school information systems
- Develops and maintains effective communication systems and processes with department coordinators to ensure policies and procedures are streamlined with member schools
- Attends state and county conferences and meetings for the purpose of acquiring information to pass on to member schools
- Monitors and reviews federal, state and district student and school data; to ensure accuracy and compliance with program procedures and regulations
- Oversees the school's lottery, registration, enrollment and withdrawal process
- Provides support for the configuration of SIS from the user perspective (new processes, assignment of permissions, account creation).
- Participates in the development, review, and documentation of efficient processes and procedures related to attendance and CALPADS reporting.
- Monitors effectiveness of school compliance and attendance collection processes
- Develops, analyzes, evaluates, maintains, and audits internal controls on attendance issues.

- Mentors, guides, and trains assigned staff to ensure appropriate methods and practices of record-keeping and report preparation are used; ensures customer service goals are achieved and that leadership and teamwork are developed and practiced.
- Develops and maintains departmental procedural analysis (workflow), records management policies, procedures, guidelines, and communication material, and implements organizational policies and procedures.
- Provides oversight of the school's electronic and cumulative student records
- Identifies and recommends policy and procedural improvements and suggestions for organizational effectiveness to member schools.
- Displays knowledge of the roles, responsibilities, and duties of department coordinators; accurately assesses the impact upon others of role performance; supports and promotes organizational decisions, policies, and programs.
- Provides oversight in preparation for annual audits for member school's administration.
- Assist with the hiring, training, and supervision of employees in these departments
- Attends in-service training activities, workshops, conferences, and other training.
- Develops and conducts training and staff meetings for the departments
- Meets regularly with school staff to collaborate and ensure processes and procedures are most efficient and compliant
- Keeps up to date on business application development and implementation, trends in K12 data-based systems, and systems compatibility and methodologies, and attends training classes as necessary. Performs related duties as assigned for the purpose of ensuring the efficient and effective function of the work unit.

REQUIRED SKILLS/ABILITIES

- Knowledge of laws and regulations associated with Charter Schools in California
- Knowledge of or ability to learn and use applicable sections of the California Education Code, Charter law, and other pertinent laws.
- Experience with student information systems, data analysis systems, and CALPADS required
- Attention to detail and accuracy; excellent organizational, analytical, and problem-solving skills
- Demonstrated project management experience that includes collaborating and problem-solving across multiple teams, and creating resources, processes, playbooks, and/or policies that interact with multiple stakeholders
- Approach situations with a growth mindset, have a willingness to research and learn
- Ability to use initiative and independent judgment within established guidelines and procedures
- Ability to gather information and prepare and present reports
- Ability to work collaboratively and tactfully with others
- Ability to explain and enforce policies and deadlines
- Ability to compile and analyze data and provide suggestions for improvement
- Strong verbal and written communication skills
- Proficiency in Microsoft Office and Google Suite required

EDUCATION/EXPERIENCE

- Minimum of five years of educational administration or leadership experience (experience in independent study charter schools preferred)

- Any combination of education, training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:
 - Bachelor's Degree plus two (2) years experience in records & admissions, student information systems, and school compliance; OR:
 - Associate's Degree plus three (3) years experience in records & admissions, student information systems and school compliance; OR:
 - High School Diploma plus five (5) years experience w/records & admissions, student information systems and school compliance

WORK ENVIRONMENT/PHYSICAL DEMANDS

Office Environment - This position involves 80/20 sitting and standing. Candidates should be able to comfortably lift 10 lbs. Typing and applying pressure with the fingers and palm required. Substantial repetitive movements (motions) of the wrists, hands, and/or fingers. Required to have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; extensive reading, primarily on a computer monitor. Occasional travel required for offsite meetings and events.

**Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

EOE STATEMENT

Sequoia Grove Charter Alliance is an equal opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws. This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. Sequoia Grove Charter Alliance makes hiring decisions based solely on qualifications, merit, and business needs at the time.

ADDITIONAL REQUIREMENTS

DOJ fingerprint Clearance
Internal professional development & training
Appropriate US Work Permits as required

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.

No person shall be denied employment solely because of any impairment which is unrelated to the ability to engage in activities involved in the position(s) or program for which application has been made. It is the responsibility of the applicant to notify the employer of any necessary modifications to the job or work site in order to determine whether the employer can reasonably accommodate any known disability.

Sequoia Grove Charter Alliance maintains a tobacco-free, drug-free environment.

TEAM MEMBERS

Governing Board

ROYCE GOUGH
CEO

BECKY HARRIS
Senior Director

Director of Accountability
and Compliance

SPECIAL
PROJECTS

IT

DRAFT



HR

Payroll

LIBRARY
COORDINATOR
Christopher

EDH LIBRARY
SPECIALIST

LIBRARY
SPECIALIST

P/T LIBRARY
SPECIALIST

LIBRARY
DRIVER

P/T LIBRARY
DRIVER & SHIPPING

SIS COORDINATOR
CALPADS SPECIALIST
Aimee

SIS
SPECIALIST

SIS
SPECIALIST

COMPLIANCE
COORDINATOR
Esmeralda

LEAD COMPLIANCE
SPECIALIST

COMPLIANCE
SPECIALIST

COMPLIANCE
SPECIALIST

COMPLIANCE
SPECIALIST

COMPLIANCE
SPECIALIST

RECORDS
COORDINATOR
Gerardo

RECORDS
SPECIALIST

SPED RECORDS
SPECIALIST

ENROLLMENT
COORDINATOR
Cruz

ENROLLMENT
SPECIALIST

ENROLLMENT
SPECIALIST

COMMUNITY PARTNERS
COORDINATOR
Kelly

COMMUNITY
PARTNERS
SPECIALIST

OFFICE
MANAGER

AP - CV

AP
SPECIALIST

AP
COORDINATOR
Sheena

AUDIT LEAD

AP - AMAZON

AP - LV

AP - FR

ORDERING
SPECIALIST

ORDERING
SPECIALIST

ORDERING
COORDINATOR
Ashley

LEAD ORDERING
SPECIALIST

ORDERING
SPECIALIST

ORDERING
SPECIALIST

ORDERING
SPECIALIST

ORDERING
SPECIALIST

ORDERING
SPECIALIST

DRAFT



SEQUOIA GROVE

DRAFT Salary Schedule

260 Days

Pay Scale Level

	MANAGER/ COORD.		DIRECTOR**		SENIOR DIRECTOR**		C-LEVEL**	
Steps	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	\$55,515	\$26.69	\$78,321	\$37.65	\$90,781	\$43.64	\$120,741	\$58.05
2	\$57,183	\$27.49	\$80,671	\$38.78	\$93,504	\$44.95	\$124,475	\$59.84
3	\$58,898	\$28.32	\$83,091	\$39.95	\$96,309	\$46.30	\$128,325	\$61.69
4	\$60,665	\$29.17	\$85,584	\$41.15	\$99,198	\$47.69	\$132,294	\$63.60
5	\$62,485	\$30.04	\$88,151	\$42.38	\$102,174	\$49.12	\$136,385	\$65.57
6	\$64,360	\$30.94	\$90,796	\$43.65	\$105,240	\$50.60	\$140,604	\$67.60
7	\$66,291	\$31.87	\$93,520	\$44.96	\$108,397	\$52.11	\$144,953	\$69.69
8	\$68,279	\$32.83	\$96,325	\$46.31	\$111,649	\$53.68	\$149,436	\$71.84
9	\$70,328	\$33.81	\$99,215	\$47.70	\$114,998	\$55.29	\$154,058	\$74.07
10	\$72,437	\$34.83	\$102,191	\$49.13	\$118,448	\$56.95	\$158,823	\$76.36
11	\$74,611	\$35.87	\$105,257	\$50.60	\$122,001	\$58.65	\$163,736	\$78.72
12	\$76,849	\$36.95	\$108,415	\$52.12	\$125,662	\$60.41	\$168,800	\$81.15
13	\$79,154	\$38.05	\$111,667	\$53.69	\$129,431	\$62.23	\$173,864	\$83.59
14	\$81,529	\$39.20	\$115,017	\$55.30	\$133,314	\$64.09	\$179,079	\$86.10
15	\$83,975	\$40.37	\$118,468	\$56.96	\$137,314	\$66.02	\$184,452	\$88.68

** Director and C-Level positions are exempt

Annual salary advancements for longevity are not guaranteed and are subject to the school's operational needs and/or budget approved by the CSO Board

EXTENSION OF EMPLOYMENT AGREEMENT
*By and Between Sequoia Grove Charter Alliance and
Royce Gough*

This Extension of Employment Agreement (Extension) is entered into by and between Sequoia Grove Charter Alliance (“Employer”), a California nonprofit public benefit corporation, and Royce Gough (“Employee”). Employee and Employer are collectively referred to as the “Parties.” This Renewal shall go into effect on July 1, 2023 (“Effective Date”).

RECITALS

WHEREAS, the Parties entered into that certain Employment Agreement dated July 1, 2021 (“Agreement”) regarding Employee’s employment as Chief Executive Officer (CEO) for Employer, the term of which commenced on July 1, 2021;

WHEREAS, the Parties entered into that certain Addendum to the Employment Agreement (“Addendum”) amending the Agreement effective August 1, 2021;

WHEREAS, pursuant to Section 1 of the Agreement, the Parties now desire to extend the term of the Agreement as modified by the Addendum on the same terms and conditions as set forth in the Agreement and Addendum except as expressly set forth in this Extension; and

WHEREAS, pursuant to Section 13 of the Agreement, any amendment or modification of the Agreement must be with the written consent of Employer;

WHEREAS, this Extension, once approved by the Employer’s governing board of directors, shall amend the Agreement as of July 1, 2023.

AGREEMENT

NOW THEREFORE, based on the above recitals and in consideration of the promises and mutual agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to modify and/or amend the Agreement and Addendum as follows:

1. Section 1 of the Agreement is hereby amended to read as follows:

Employment Terms and Conditions. *Subject to Section 2, “At-Will Employment” herein, Employer hereby employs Employee for one year commencing on July 1, 2023 and ending on June 30, 2024. If not terminated earlier by one of the Parties pursuant to Section 2 of the Agreement nor renewed or extended in a writing signed by the Parties, this Agreement will lapse, and Employee’s employment will terminate, on June 30, 2024. Employer may elect to not offer future employment agreements to Employee at its discretion, with or without cause.*

2. Section 5 of the Agreement, as amended and/or modified by the Addendum, is hereby amended to read as follows:

Compensation; Annual Increase: *In consideration for the services rendered under this Agreement, Employer will pay Employee a gross annual salary of \$192,728.88, less all applicable withholdings and deductions. Salary will be paid on a semi-monthly basis over a 12-month period beginning with the first pay period following the Effective Date of this Agreement (on July 1, 2023) and in accordance with Employer's regular payroll practices. If Employee works less than the applicable 12-month period under this Agreement (July 1 to June 30), Employee's salary will be pro-rated accordingly. Employee is an exempt employee and therefore not eligible for overtime pay.*

3. This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument. Photographic, scanned, digital or electronic or faxed copies of such signed counterparts may be used in lieu of the originals for any purpose. The Parties agree, where practicable, to permit the use of DocuSign, or another electronic signature technology.

4. The Agreement and the Addendum, hereby reaffirmed by the Parties, is and remains in full force and effect on the terms and conditions set forth therein, as amended and/or modified by this Extension. In the event of a conflict between the terms of this Extension, on the one hand, and the Addendum and the Agreement on the other, this Extension shall prevail. In the event of a conflict between the terms of the Addendum and the Agreement, the Addendum shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date.

EMPLOYEE

Royce Gough

Date

EMPLOYER

Board Chair
Sequoia Grove Charter Alliance

Date