



Sequoia Grove Charter Alliance  
Regular Scheduled Board Meeting

**Date and Time:** May 30, 2024  
6:30 pm

**Location:** Join Zoom Meeting

<https://sequoiagrove-org.zoom.us/j/2195859039?omn=89902406522>

Meeting ID: 219 585 9039

**Agenda:**

**I. Opening items**

- A. Record Attendance
- B. Call the Meeting to Order
- C. Approval of the Agenda
- D. Public Comments on agenda and non-agenda items
- E. Approval of Minutes
  - a. Board Meeting 5-16-2024

**II. Operations**

- A. Discussion and Potential Action on the 2024-2025 Creative Back Office Contract
- B. Discussion and Potential Action on the Business Manager Job Description
- C. Discussion and Potential Action on the Manager of Operations and Facilities Job Description
- D. Discussion and Potential Action on the CSO 401k 403b Plan - TCG
- E. Discussion and Potential Action on the Building Lease:
  - a. Zinfandel

**III. Closing Items Operations**

- A. Board of Director's Comments & Requests For Future Agenda Items
- 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. § 1213)).



## SGCA Special Board Meeting Minutes May 16, 2024

**I. Opening Items**  
**A. Record Attendance**

The following Board Members were present at Rollcall:

- o Janeal Cimino
- o Rose Faramarzi-Rad
- o Gloria Maxwell
- o Bob McGuire

The following Board Members were absent at Rollcall, but arrived later in the meeting:

- o Glad Donahue

**B. Bob McGuire called the meeting to order at 6:37 PM.**  
**C. Approval of the Agenda**

Gloria Maxwell made a motion to approve the Agenda.

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken:

In Favor:

- o Janeal Cimino
- o Rose Faramarzi-Rad
- o Gloria Maxwell
- o Bob McGuire

Opposed:

- o None

Absent:

- o Glad Donahue

The motion passed.

**D. Public Comments:**

Bob McGuire read a statement about public comments and the chat function was disabled after the public comment period.

Who spoke	Subject Matter
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**SGCA Special Board Meeting Minutes  
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No Public Comments	
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**E. Approval of Board Meeting Minutes:**

**a. Regular Board Meeting April 18, 2024**

Rose Faramarzi-Rad motioned to approve the April 18, 2024 meeting minutes.

Gloria Maxwell seconded.

Rollcall vote was taken:

In Favor:

- o Janeal Cimino
- o Rose Faramarzi-Rad
- o Gloria Maxwell
- o Bob McGuire

Opposed:

- o None

Absent:

- o Glad Donahue

The motion passed.

**II. Closed Session**

**A. Janeal Cimino made a motion to go into Closed Session at 6:43 pm.**

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken.

In Favor:

- o Janeal Cimino
- o Rose Faramarzi-Rad
- o Gloria Maxwell
- o Bob McGuire

Opposed:

- o None

Absent:

- o Glad Donahue



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The motion passed.

Glad Doanhue arrived at 7:08 pm and entered into Closed Session.

Janeal Cimino made a motion to come out of Closed Session at 7:15 pm.

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

**Action taken in Closed Session:** Bob McGuire reported out that there was no reportable action taken during closed session.

### III. Director's Update:

[Julie Haycock-Cavender](#) touched on what she has been working on since the last Board Meeting:

- Graduation will be taking place on May 28, 2024.
- The different teams at the CSO have been extremely busy with the end of the school year.
- Julie has been working with school leadership on the following items:
  - Benefits
  - 401k and 403b Plans
  - Shared Services Agreement
  - PTO Leave, Sick Leave, Employee Handbooks, and Calendars to be consistent with the schools.
  - Building Leases
- Enrollment Team: 750 new students have been processed in the 4 weeks, and there are 6000 students who are returning for next school year. The waiting list is starting to build up as there were 1100 new student applications.
- CALPADS Team: They have been working on rollover data and the various reporting that has to be done to the state.
- Staff celebrations have been taking place in person both in Southern California and in Sacramento.



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### **IV. Finances**

#### **A. Budget Update - Creative Back Office**

Matt Butler from Creative Back Office presented the finance update to the board. Things were looking good. There were some changes made to the beginning fund balance in response to the audit where it was recommended that funds should be logged differently.

Glad Donahue asked about carrying over fund balances and the decision when the CSO was started and the expectation that any extra funds would be returned back to the schools.

Corey Cavanah shared that in year 1, there was language in the contract that any surplus would be returned to the schools. He was unsure if it was included in the contracts for year 2 and year 3. However, the audit does address the returns of surpluses and it would be important to look at that carefully moving forward.

Julie also shared that moving forward it would be important to make sure that there is some funding set aside for the operations of the CSO during the month of July before the next year's service agreement kicks in. In addition, she shared that she has been working on that with the schools.

### **V. Operations**

#### **A. Discussion and Potential Action on Back Office Service Providers**

Bob McGuire shared that there was some discussion about looking into different options for the Back Office Service Providers.

Janeal Cimino shared that the finance committee had spoken about wanting to know what options were available for the CSO. Previously, there were concerns that the board was not receiving financial reports or updates. However, she felt that the CSO was good with continuing with Creative Back office for now, and that the previous concerns may not have been the fault of Creative Back Office.

Bob McGuire asked for Julie Haycock-Cavenders perspective. Julie Haycock-Cavender shared that Corry and Matt have brought a lot to light and have been working to move in a positive direction. In addition, there are some



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concerns about the changes that are coming to the CSO and having historical knowledge can be very helpful.

Bob McGuire shared that he felt Creative Back Office were giving 110%.

Glad Donahue agreed with Bob McGuire. She also shared that she was not pleased with the lack of financial transparency previously, but that they have risen to the occasion.

Bob McGuire made a motion for the Board to give a vote of confidence to Creative Back Office.

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

### **B. Discussion and Potential Action on Job Descriptions - Director/Manager of Business Operations & Business Assistant**

Julie shared that with the changes to the CSO for next year, there is a need to have a Director /Manager of Business Operations & Business Assistant to oversee the operations of the CSO. She also shared that she felt it would be beneficial to post the positions as soon as possible to help with the training of these two positions. Rose Faramarzi-Rad asked when the position would be posted. Julie shared that she would love to post it on Monday.

Janeal Cimino asked when would the positions start. Julie shared that it would best if they could start by July 1st.

Gloria Maxwell made a motion to approve the Job Descriptions - Director / Manager of Business Operations & Business Assistant.

Janeal Cimino seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

### **C. Discussion and Potential Action on Update to Salary Schedule**

Julie shared that there was an update that needed to be made to the coordinator column of the salary schedule due to changes in the minimum wage laws.

Janeal Cimino asked if the receptionist was on his schedule and Julie

Haycock-Cavender shared that was an hourly position that would be on a different



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salary schedule.

Gloria Maxwell asked if the CSO had anyone on the Senior Director Level. Julie Haycock-Cavender shared that we did not. Gloria Maxwell continued to ask if it might be helpful to amend the schedule now to remove the Senior Director column. Julie Hayckc suggested that they keep that column for now and that it could always be amended in the future.

Glad Donahue made a motion to approve the Update to the Salary Schedule.

Gloria Maxwell seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

### **D. Discussion and Potential Action on Charter Tech Services Contract**

Julie Haycock-Cavender shared that Charter Tech Services was who the schools and CSO contracted with for tech services, and that every year the contract needs to be renewed. A question was asked about this approval coming before the approval of the services agreements with the school and if they should wait. Julie Haycock-Cavender shared that this was going to be part of the CSO contract with the schools and that the schools were going to approve the contract as well.

Gloria Maxwell made a motion to approve the Charter Tech Services Contract with the caveat that Julie Haycock-Cavender has the ability to amend the contract as needed based on the discussions and approval with the schools.

Glad Donahuel seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

### **E. Discussion and Potential Action on the Building Leases**

#### **i. Roseville Office**

#### **ii. Sacramento Office**

Kevin Lynch presented to the board about the building negotiations that have been taking place around the possible changes with the office locations in the sacramento area. He presented to the board a three year lease agreement for the Roseville Office.





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Gloria Maxwell asked about market trends with leases dropping, but that this lease was increasing. Kevin Lynch that is true, but the Eureka area is a strong area where rents have been holding and not dropping. Gloria shared that people love the Roseville location. Julie Haycock-Cavender agreed that a lot of meetings take place in that office.

Bob McGuire asked if there was a provision in the lease that if there was a reason the schools / CSO no longer needed the building due to a loss of authorization would they be able to get out of the lease. Kevin stated there is language to protect the organization.

Gloria Maxwell asked about the Sacramento office change and what changes may be made with a possible downsizing of the CSO. Kevin shared that the newly proposed location had a lot of great things that the CSO needed for the operations they were continuing to manage. An example is a locked underground parking structure for the Lending Library Vans. Julie Haycock-Cavender also shared that what is currently in person at the office location is going to continue to stay with the CSO.

Kevin Lynch presented about the Zinfandel location, the newly proposed location for what is currently in the Sacramento office. He shared that there is only a \$200 difference a month between the Sacramento office and the Zinfandel location. Julie Haycock-Cavender also shared that there are a lot of positives about the Zinfandel location such as locked overnight parking, a safer neighborhood, and restaurants on the ground level of the building.

Bob McGuire asked if there would be more room to expand if things grow with the lending library. Kevin Lynch shared that there are other options available in the area for storage.

Rose Faramarzi-Rad stated that the safety components of the building were a positive benefit.

Janeal Cimino made a motion to approve the renewal of the Roseville Office lease



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(aka the Eureka location).

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

Janeal Cimino made a motion to move forward with the Zinfandel location.

Rose Faramarzi-Rad seconded the motion.

Rollcall vote was taken. Motion passed unanimously.

### **VI. Closing Items**

#### **A. Board of Director's Comments & Requests For Future Agenda Items**

The Board requested that a system for how returned items are managed and if they are not usable how they are disposed of. Julie Haycock-Cavender stated that she would ask the library staff to do a presentation at a future board meeting to discuss the process.

Glad Maxwell asked about moving costs and for Julie to work with the schools on negotiating the cost of moving and the sharing of that cost.

#### **B. Announcement of Next Regular Scheduled Board Meeting**

The next regular scheduled Board Meeting is May 30, 2024 at 6:30 PM.

#### **C. Adjourn Meeting**

Gloria Maxwell motioned to adjourn the meeting at 8:49 pm.

Janeal Cimino seconded.

Rollcall vote was taken. Motion passed unanimously.



**SGCA Special Board Meeting Minutes  
May 16, 2024**

Noted by:

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Board Secretary



# Creative Back Office 2024–25 Business Services Proposal

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## Sequoia Grove Charter Alliance



## Who we are

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Business analysts with creative minds that look beyond the numbers and make a connection that goes beyond the spreadsheets and financials.

## What we do

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Alleviate the fiscal aspect of operating a school thru reliable, accurate and innovative business solutions that add value to your organization.

## How we do it

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Just as there is no “one size fits all” formula for educating students, we believe the same principal holds true for providing high-quality business services.

## Why we do it

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It’s not our work life, its our life’s work.

# Experience

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Cory Cavanah  
President & CEO

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15+ years of charter school, school district, and EMO/CSO consultation

Charter school board member

3 Years of Experience with SGCA

Matt Butler  
Senior Account Manager

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5+ years of charter school and EMO/ CSO consultation

Experience with 5 charter support organizations & over 20 charter schools and school districts

3 Years of Experience with SGCA

# Proposal

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## Goal

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Help alleviate the fiscal aspect of operating Sequoia Grove Charter Alliance thru reliable, accurate and innovative business solutions.

## Approach

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**Proactive vs. reactive**  
Anticipate obstacles

**Detailed simplicity**  
Spotlight the essential financials

**Instructionally forward**  
“A rising tide raises all boats”



# Services

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## Accounting Services

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Comprehensive accounts payable and accounts receivable processing

General Ledger Management

Bank account reconciliation

Payroll Processing through 3rd Party Provider

## Budget Development and Fiscal Reporting

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Annual Adopted Budget & Interim Budget Revisions

Financial statement development and analysis

## Innovative Consultation

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Strategic Management & Guidance on Non-Profit Operations

Continuity for SGCA and Understanding of SGCA Operations

Quarterly Fiscal Trainings for SGCA Board

Vast Experience with Non-Classroom Based Schools in Support of Partner Schools

# Investment

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## Core Business Services

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Sections 1.0 – 8.0: annual contract of \$78,000

\*No Increase from 2023-24

\*Added in Payroll Processing  
Services at no additional cost

\*One Year Agreement provided  
for SGCA flexibility

Questions?



Date: May 16<sup>th</sup>, 2024

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.

1.1.1 Accounts Payable Processing will also include all pass-through bills, transactions and split invoices that are processed through SGCA on behalf of the partner Schools.

1.2 Accounts Receivable Processing & Invoice Generation - the Consultant will provide complete Accounts Receivable Processing and Management. The Consultant will process wire transfers and input deposits into the Client’s accounting system.

1.2.1 Accounts Receivable Processing will also include all money received for pass-through bills, transactions and split invoices that are processed through SGCA on behalf of the partner Schools.

1.2.2 The Consultant will also create monthly service agreement invoices for SGCA billable to each partner school.

1.3 Credit/Divvy Card Management - the Consultant will provide complete Credit/Divvy Card management. The Consultant will monitor Credit/Divvy card purchases made by the Client, manage Credit/Divvy 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 weekly 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 monthly review and analysis of the Budget vs. Actuals Report for the Client's use.
- 4.3 The Consultant will develop an annual cash flow for the Client's use. Cash Flow projections will reflect the revenues and expenditures outlined in the Budget.
- 5.0 **Audit & Tax Preparation Support** - During the course of the contract, the Consultant will provide guidance on preparing the Client's financial statements for the Annual Audit and Tax Filings.
- 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.
- 5.2 **Audit & Tax Preparation Support** - prior to the year-end audit, the Consultant will conduct a thorough review of the School's financials. Specifically, the Consultant will review proper coding and 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. The Consultant will serve as the lead point of contact to work alongside the Auditor during the audit review process and tax return filing.



5.2.1 The Consultant is not responsible for preparing and/or filing the Client's Audit or Tax Return. The Client will contract with a 3<sup>rd</sup> party firm to complete the Audit & Tax Return.

6.0 Client Internal Meetings & Board Meetings - The Consultant will schedule on-going meetings to discuss budget considerations and other strategic planning. The Consultant will also be available to present financials at the Client's regularly scheduled board meetings.

6.1 The Consultant will arrange various virtual and (if requested) on-site strategic development meetings with Client to discuss the financial position of the Client. The Consultant will also be available to attend all Client board meetings to discuss the current financial position of the organization. The consultant will provide relevant materials as necessary to the Board in advance of the board meetings.

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

6.2 The Consultant will also provide the SGCA Board quarterly professional development on fiscal matters, general accounting best practices and macroeconomic factors within the educational landscape.

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 - The Consultant will facilitate payroll processing for the client thru a third-party payroll provider (at the Client's expense) 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 retirement plan provider.

## 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 (12) months July 1<sup>st</sup>, 2024 - June 30<sup>th</sup>, 2025.

### Compensation Schedule:

Proposed contract is \$78,000 for July 1<sup>st</sup> 2024 - June 30<sup>th</sup> 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 7/1/2024 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]

Julie Haycock-Cavender

Executive Director

Date:

[Creative Back Office]

Cory Cavanah

President

Date:







Business Manager	
Job Title	Business Manager
Direct Report	CEO or Board of Directors
FLSA Status	Exempt
Position Type	Full Time, M-F -7:30AM to 4:30PM
Salary Schedule	Schedule B
Classification	Coordinator
Board Approved	
Revised	

**SUMMARY OF POSITION**

The Business Manager will oversee and support the financial operations of the CSO, and serve as the representative of the CSO in all aspects of business.

**REPRESENTATIVE DUTIES**

Employees may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge or abilities associated with this classification, what is intended to accurately reflect the principal job elements.

**ESSENTIAL FUNCTIONS**

- Observe and evaluate personnel
- Process all accounts payables and receivables for the CSO
- Work together with Accounts Payable Team in the Partner Schools to process invoices and support the team workflows as needed
- Process all day-to-day operations for payroll for CSO staff

- Collect, verify, and record time-keeping information
- Verify extra pay, stipend, overtime approvals, and time off approvals
- Maintain and update payroll records
- Work with back office on budget planning and implementation
- Meet regularly with the back office accounting team to review budget and expenditures
- Meet regularly with the Admin Team from the partner schools to discuss and evaluate services, processes, requests, budgets, etc.
- Manage and approve expense requests for CSO employees
- W9 Management
- Cash Call/ Budget Planning with Schools on a weekly basis
- Provide support for employees with regard to payroll changes
- Prepare, input, and maintain employee information and personnel files
- Onboarding new hires, rate-in new employees
- Handle confidential files and audits
- Create, write, and maintain contracts
- Provide information to be shared at board meetings, and present when needed
- Assist with shared drives, documents, scheduling, and agendas
- Set up and process and assist in interviews for all new hires
- Other duties as assigned

#### REQUIRED SKILLS/ABILITIES

- Attention to detail and accuracy; excellent organizational, analytical, and problem-solving skills
- Ability to gather information and prepare reports
- Ability to adhere to timelines
- Ability to maintain accurate records and maintain confidentiality at all times
- Ability to work collaboratively and tactfully with others
- Strong verbal and written communication skills
- Innovative and resourceful problem-solving skills
- Proficiency with computers and software including Google Suite, Word, Excel, ZOOM, and standard office equipment

#### EDUCATION/EXPERIENCE

- BA or equivalent years of experience in business administration
- A minimum of three years of work experience is required in Accounts Payable
- Experience working in an educational environment
- Employee management experience
- Experience in human resource management is desirable

### WORK ENVIRONMENT/PHYSICAL DEMANDS

Office Environment - Work involves sitting most of the work day greater than 50% of the time. Walking and standing are required only occasionally. Typing and applying pressure with the fingers and palm are 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; and extensive reading, primarily on a computer monitor. Occasional travel is required for offsite meetings and events. Normally less than 10% of the time. Must be able to lift up to 15 lbs.

\*Reasonable accommodations may be made to enable individuals with disabilities to perform 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



Manager of Operations	
Job Title	Manager of Operations
Direct Report	CEO or Board of Directors
FLSA Status	Exempt
Position Type	Full Time, M-F -7:30AM to 4:30PM
Salary Schedule	Schedule B
Classification	Coordinator
Board Approved	
Revised	

**SUMMARY OF POSITION**

The Manager of Operations will oversee and support the daily operations of the CSO, and serve as the representative of the CSO in all aspects of facilities and staff oversight.

**REPRESENTATIVE DUTIES**

Employees may perform any combination of the essential functions shown below. This position description is not intended to be an exhaustive list of all duties, knowledge or abilities associated with this classification, what is intended to accurately reflect the principal job elements.

**ESSENTIAL FUNCTIONS**

- Observe and evaluate personnel
- Provide direct support to the Coordinator of the Library Services Team, Business Manager, and Receptionist/Business Assistant.
- Manage and participate in lease and contract negotiations and renewals
- Coordinate with technology company to ensure that all aspects of contract with schools

and CSO are being fulfilled

- Meet regularly with the Business Manager regarding budgets, contracts, and invoices relating to services provided.
- Meet regularly with the Admin Team from the partner schools to discuss and evaluate services, processes, requests, etc.
- Create, write, and maintain contracts
- Attend and present information and updates at regular meetings of the Governing Board
- Meet regularly with the Governance Liaison to create agendas, organize materials, and provide support to the Governing Board for all board meetings
- Assist with shared drives, documents, scheduling, and agendas
- Resolve and respond to employee inquiries, complaints and questions
- Set up and process and assist in interviews for all new hires
- Assist with coordination of event requests of schools outlined in service agreements
- Other duties as assigned

#### REQUIRED SKILLS/ABILITIES

- Attention to detail and accuracy; excellent organizational, analytical, and problem-solving skills
- Ability to gather information and prepare reports
- Ability to adhere to timelines
- Ability to maintain accurate records and maintain confidentiality at all times
- Ability to work collaboratively and tactfully with others
- Strong verbal and written communication skills
- Innovative and resourceful problem-solving skills
- Proficiency with computers and software including Google Suite, Word, Excel, ZOOM, and standard office equipment

#### EDUCATION/EXPERIENCE

- BA or equivalent years of experience in business management
- Experience working in an educational environment
- Employee management experience
- Charter School experience preferred

#### WORK ENVIRONMENT/PHYSICAL DEMANDS

Office Environment - Work involves sitting most of the work day greater than 50% of the time. Walking and standing are required only occasionally. Typing and applying pressure with the fingers and palm are 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; and extensive reading, primarily on a

computer monitor. Occasional travel is required for offsite meetings and events. Normally less than 10% of the time. Must be able to lift up to 15 lbs.

\*Reasonable accommodations may be made to enable individuals with disabilities to perform 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

401(k) vs ERISA 403(b) Comparison		
Plan Type	401(k)	ERISA 403(b)
Eligible Employer	Any Employer	Employees of tax-exempt educational organizations and nonprofit organizations under 501(c)(3)
Eligible Employees	<p>May be less restrictive, but cannot exclude those who exceed:</p> <ul style="list-style-type: none"> <li>Age 21</li> <li>One year of service</li> <li>1000hrs of service per year</li> </ul> <p>May Exclude: Union Employees, Non-Resident Aliens, and Leased Employees</p> <p>May set eligibility requirements for Elective Deferrals, Match, and Nonelective sources.</p>	<p>All employees but may exclude:</p> <ul style="list-style-type: none"> <li>Employees who work less than 20 hours per week</li> <li>Professors or sabbaticals</li> <li>Certain Students</li> </ul> <p>Union Employees &amp; Non-Resident Aliens</p> <p>May only set eligibility requirements for Match and Nonelective sources. Due to "universal availability" rule eligible employees must be permitted to defer into the Plan immediately via Pretax or Roth contributions.</p>
Contribution Limits: Employer	Employer's discretion. Can be made as matching or a nonelective contribution.	Employer's discretion. Can be made as matching or a nonelective contribution.
Contribution Limits: Employee	Employees can defer up to \$23,000 per year, 2024 limit. Employee and employer contributions per employer cannot exceed \$69,000 (2024 limit), unless employee is age 50 or older then they may defer up to an additional \$7,500.00	Employees can defer up to \$23,000 per year, 2024 limit. Employee and employer contributions per employer cannot exceed \$69,000 (2024 limit), unless employee is age 50 or older then they may defer up to an additional \$7,500.00
Contribution Types	Both permit Pre-Tax & Roth Elective Deferral Types	Both permit Pre-Tax & Roth Elective Deferral Types
Deductions & Deferrals	Pre-Tax Deferrals and Roth Deferrals are Permitted	Pre-Tax Deferrals and Roth Deferrals are Permitted
Vesting	Several permissible vesting schedules. All employee elective deferrals are 100% vested immediately.	Several permissible vesting schedules. All employee elective deferrals are 100% vested immediately.
Early Withdrawal Penalties	Both plans penalize workers who withdraw from their accounts before age 59 ½. For both accounts, any distributions taken before age 59 ½ that don't qualify for any exceptions will be subject to a 10% tax penalty.	Both plans penalize workers who withdraw from their accounts before age 59 ½. For both accounts, any distributions taken before age 59 ½ that don't qualify for any exceptions will be subject to a 10% tax penalty.
Plan hardship withdrawals	Allowed if plan document permits	Allowed if plan document permits
Loans	Allowed if plan document permits	Allowed if plan document permits
Form 5500 Annual Reporting	Required	Required
SECURE ACT 2.0 Automatic Enrollment (Employers with 10+ Employees)	Subject to Secure Act 2.0 Automatic Enrollment Regulations	Subject to Secure Act 2.0 Automatic Enrollment Regulations
Safe Harbor Design	Permits the establishment of a Safe Harbor Plan	Permits the establishment of a Safe Harbor Plan
Testing	Subject to nondiscrimination testing (ADP, ACP, and top heavy testing) depending on the Plan Design. These are annual tests to make sure the plan is offered to all employees, not just owners or highly paid employees.	Subject to ACP Testing depending on the Plan Design.
Investment Choices	401(k) plans often have a wide variety of investment options. Most plans allow employees to invest in a variety of mutual funds.	403(b) plans have a far more limited number of investment options.
KEY TAKEAWAYS	<p>Compared to 401(k)s, ERISA 403(b) have significantly less flexibility when it comes to defining employee eligibility. Under Internal Revenue Code 403(b)(12)(A)(ii), most 403(b)s are subject to the "universal availability requirement" which restricts employers from customizing eligibility based on age or service, (though some church organizations are exempt).</p> <p>ERISA 403(b) Plans have a more limited number of investment options compared to 401(k) Plans.</p>	<p>ERISA 403(b)s have potentially less testing requirements due to the universal availability requirements. Depending on the Plan Design they may only be subject to ACP Testing.</p> <p>The nondiscrimination testing rules that apply to 401(k) plans sometimes require that salary deferral contributions be returned to highly compensated employees due to the results of nondiscrimination testing. This does not happen with 403(b) plans.</p>



# Retirement Plan

## Investment & Administration Services

HUB Retirement and Private Wealth (HUB RPW) strives to combine high quality retirement plans with the low expenses for employers and employees. Our solutions work to focus on meeting sponsor's needs for management of fiduciary responsibility, plan costs, and enhanced participant education. Our goal is to align to your unique needs with our simple, low-cost structure to help promote participant success.

PREPARED FOR:

## Sequoia Grove Charter Alliance

May 13, 2024

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[www.tcgservices.com](http://www.tcgservices.com)





# About HUB Retirement and Private Wealth (HUB RPW)

We can help your employees save for and transition to retirement with confidence.

## Who We Serve

- ✓ **Organizations**  
For-Profit Companies, Not-for-Profit Organizations and Governmental Entities
- ✓ **Individuals and Families**  
Mass affluent and high net worth
- ✓ **Employees**  
Workforce and executives

## National Reach | Local Leadership



## Retirement Plans

**7,900**

Retirement plans under advisement\*\*

## Advisory

**\$142B+**

Retirement plan and private wealth assets under advisement\*\*

## HUB International by the numbers

**1M+**

clients around  
the globe

**530+**

offices across  
North America

**14,000+**

employees throughout  
North America

**TOP 5\***

global insurance  
broker

\*Source: <https://bit.ly/2IK26Zs>  
Insurance services are offered through HUB International, an affiliate.

\*\*HUB International Limited ("HUB") owned RIAs provide investment advisory and management services to its respective clients, under the general trade name of HUB Retirement and Private Wealth. All current HUB RIAs maintain a combined total of \$142,591,409,383 in aggregated regulatory assets under management ("Aggregated AUM"), based on the reported AUM for each respective individual HUB RIA effective as of December 31, 2021. The AUM for each individual HUB RIA may be found in the respective Form ADV for each respective HUB RIA. This Aggregated AUM for all HUB RIAs are broken out as follows: \$109,917,037,538 in nondiscretionary institutional AUM; which AUM primarily represents qualified retirement plan assets (both ERISA and non-ERISA plans), non-qualified plan assets, and other types of institutional assets. \$25,448,924,412 in discretionary institutional AUM; which AUM primarily represents qualified retirement plan assets (both ERISA and non-ERISA plans), non-qualified plan assets, and other types of institutional assets. \$7,225,447,433 in Private Wealth Client AUM; which is a combination of both discretionary and non-discretionary AUM.

# Five Pillar Philosophy

Since 2007, HUB RPW has been assisting plan sponsors with the design of employee retirement plans that best suits the needs of both a company and their workforce. As investment fiduciaries, we work solely on your behalf and are committed to your success.

We adhere to a high fiduciary standard of care, enabling you to offer a diversified mix of investment options, education and personalized counseling to your employees as they pursue their retirement goals. More importantly, we use the five pillars below to ensure each one of our clients receives the best possible experience.

## 1 Plan Design

Studies show that plan design can have the single largest impact on participant outcomes.

Along with industry trend updates, we provide peer and industry comparisons, which helps ensure your plan is competitive for retaining and recruiting top talent.

## 2 Fiduciary Service

As a registered investment advisor, HUB's RIAs are held to a fiduciary responsibility to act in our client's best interest.

## 3 Investment Consulting

We work with you to develop and properly maintain your Investment Policy Statement. A formal, objective, and consistent process is the best way to protect the organization and benefit your valued employees.

## 4 Education

Positive participant outcomes are based on well-educated participants and that is why we devote resources to provide plan education. Technology tools cannot be a complete substitute for personal interactions but can assist in leveraging conversations when employees need them most.

## 5 Plan Oversight

Administering a plan is not easy for plan sponsors and managing providers can be burdensome. The best advisors provide support to simplify searching for providers, as well as the ongoing management, benchmarking, and review of current providers.

# A Comprehensive Service Model

Our team works on your behalf to help ensure that your interests are protected, and your needs are met. Through our service model you will meet regularly with your advisor to review your progress and to determine the appropriate next steps to stay on track.

Our goal is to help you design an effective plan for you and your employees' needs along with providing efficient plan administration. That means taking care of as much as possible from documentation, participant education, and investment consulting.

## Plan Setup\*

- Plan documents
- Adoption agreement
- Summary plan description
- Plan design

\*Provided by TCG Administrators, a HUB International Company

## Regulatory Compliance\*

- Form 5500 preparation
- Form 945 processing
- Form 1099-R processing
- Quarterly non-discrimination compliance testing (ADP/ACP, top-heavy test)
- Required annual notices and disclosures

\*Provided by TCG Administrators, a HUB International Company

## Employee Engagement

- Participant Enrollment Material
- Group Education Meetings
- Support Individual Employee Questions
- Quarterly Newsletter / Learning Webinars
- One-on-one meetings
- Financial Wellness

## Ongoing Service

- Guidance Regarding Plan Objectives/Options
- Retirement Plan Committee Structure and Best Practices
- Fiduciary Audit File Guidance
- Per-pay-period investing
- Loan & distributions processing
- SSAE Type 2 reports

# TCG Administrators Plan Design

We work to design a plan that works in the best interest of you and your employees. Below are the different components that we will focus on during onboarding and throughout the plan year.



## Eligibility

Employee service required to receive plan benefit.



## Matching

Employer match of participant contributions.



## Vesting

Length of service before participant can receive 100% of benefits.



## Profit-Sharing

Includes pro rata, integrated, new comparability, and age-weighted.



## Safe Harbor

Built-in plan sponsor contributions that generally satisfy compliance testing.



## Loans

Requirements for participants to borrow money from their retirement accounts.



## Roth Plan Option

Post-tax contributions with tax-free withdrawals in retirement.



## Automatic Enrollment

All eligible employees are enrolled at an initial level to help increase participation and satisfy compliance testing.



# Strategic support that puts you in control

Whether you need a new retirement plan or want to convert an existing plan, HUB RPW can help. There's no limit on the number of employees, amount of assets, or what payroll service you use.

- ✓ Exceptional service. Local sales and dedicated US-based support at every step.
- ✓ Compliance assistance. Fee-levelization and transparency promotes fairness for participants.
- ✓ Unbiased solutions. Open architecture with no proprietary investment requirements.
- ✓ On-demand plan management. Proactive reports and online portals for always available.

## Fiduciary support

### ERISA 3(38) Investment Management

When you choose TCG Advisors, you'll have an ERISA 3(38) Investment Manager who provides the investment menu for your retirement plan — saving you time and giving you the information you need on the funds in your plan. We take responsibility for selecting and monitoring investments and give you regular updates.



# Retirement Readiness Support

HUB RPW provides compelling, informative communications and tools to help participants in order to drive participation and increased engagement in the plan.

## Getting started

- Engaging enrollment materials and guidance are available from our knowledgeable account managers.
- Enrollment meetings can be live on-site or via Zoom.

## Ongoing education

- Education and strategies for saving are communicated regularly to participants.
- Our proprietary Financial Wellness workplace benefit (HUB FinPath) is available at an additional expense. It includes 1:1 appointments with financial coaches, financial health tools, live courses, and more.

## Staying on track

- Easy-to-read, personalized quarterly statements keep participants up-to-date on their accounts.
- Online interactive tools provide calculations and projections of account performance over time.

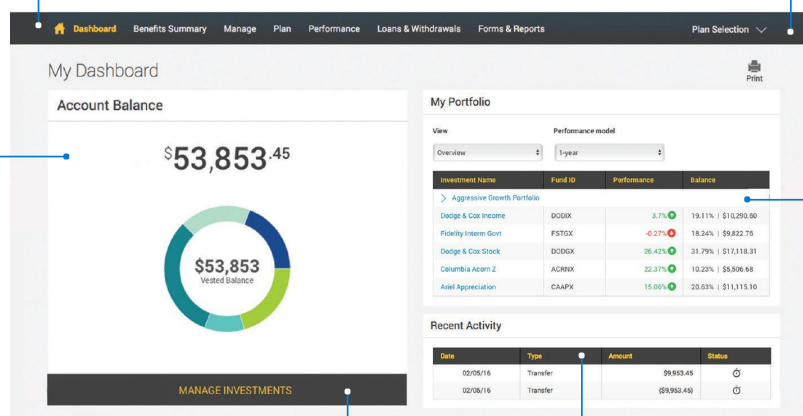
# Interactive Plan Management

TCG Administrators provides plan participants online access to monitor and make changes to their retirement plan.

Easy-to-follow menus allow participants to request loans, print forms, and manage investments.

If participants have more than one plan, they can easily switch between them all.

Portfolio balance is updated in real time and displayed prominently on the main page.



Participants can take a quick glance at fund performance metrics.

Participants can make changes to their investment elections without any fees.

Recent transactions are summarized on main home page.



# Custodial Services

Through a third party, HUB RPW offers custodial services. These services may include:



## Safekeeping of Assets

- Independent third-party reconciliation and reporting of assets.
- Monthly, quarterly, and annual trust and custodial reports available online.
- Annual certification of trust reports.
- Access to an independent trustee website to view plan transactions.
- Consolidated monthly trade statements.



## Benefits to Plan Sponsors

- Minimization of administrative burdens.
- Independent summarization and verification of plan assets.
- Greater control of plan expenses.
- Potential reduction in plan audit expenses.



# Implementation Overview

Getting started HUB RPW conducts welcome call and provides forms to start the implementation process.

## Kick-off meeting

Have meeting between HUB RPW and plan sponsor to introduce employees and make a presentation on new plan elements.

Getting started We meet with employer and participants to enroll them in the plan.

Completion Client provides feedback on overall process.

## Phase 1

## Phase 2

## Phase 3

## Phase 4

**Paperwork**  
HUB RPW prepares the required plan documents, custodial agreements, and TPA agreements for review and signature.

**Participant Notices**  
Conversion assets are received and traded into plan's holding account. Your prior recordkeeper will provide a valuation report for you and/or for HUB RPW.

**Finalizing**  
HUB RPW begins to process your payroll files with employee deferrals and employer contributions.

**Review**  
HUB RPW makes any necessary change to process to accommodate client needs.

## What we'll need from you:

### Phase 1

- Discuss plan design and draft Adoption Agreement.
- Review and sign HUB RPW agreements.

### Phase 2

- Attend Kick-Off Meeting.
- Provide HUB RPW with current employee census.

### Phase 3

- Work with TCG to confirm employee deductions and process first payroll.
- Process first payroll file and remit to HUB RPW.



# Pricing Overview

HUB RPW values transparency on all fees and communications with its clients. As such, we will never raise fees without consent or without consulting the client first. All fees are based on assets under management and only apply to assets that are being invested.

Services	Fees
<b>Annual Administration Fees</b>	
Annual Recordkeeping Fee*	0.35% of Assets
Annual Participant Maintenance Fee*	\$45 per Participant
Annual Administration Fee*	\$2,500

<b>Annual Advisor Fees</b>	
Annual Advisor Fee and 3(38) Fee**	0.35% of Assets
Annual Advisor Fee and 3(38) Fee**	\$1,500

Note: The pricing above has been prepared with the data HUB RPW was provided. This pricing does not reflect the asset-based fees which will be billed quarterly based on the plan balance. However, we cannot guarantee this price until we receive all of the data noted under Important Disclosures at the end of this proposal.

\*TPA and Recordkeeping services provided by TCG Administrators, a HUB International company.

\*\*Advisory services offered by TCG Advisors, an SEC-registered investment advisor and wholly owned subsidiary of HUB International.

The Plan Sponsor will retain the fiduciary responsibility and the cost associated with the distribution of the required regulatory plan notices and statements to participants. If desired, TCG Administrators can facilitate the mailing of these documents, but will invoice Plan Sponsor for the cost.

If the Plan Sponsor has multiple entities with different payrolls, TCG Administrators will charge an annual fee of \$250 per each payroll schedule that needs to be processed.

## IMPORTANT DISCLOSURES

Investment advisory services offered through TCG Advisors, an SEC-registered investment advisor. Insurance Services offered through HUB International. TCG Advisors is a subsidiary of HUB International.

Recordkeeping services and certain third-party administration services proposed herein are provided by TCG Administrators, LP, a wholly owned subsidiary of HUB International.

FinPath is offered through RPW Solutions. Tax Services offered through RPW Solutions. Cypher offered through Cypher Security, LLC.

Consulting Services offered through TCG Consulting Services, LLC.

HUB International, owns and operates several other entities which provide various services to employers and individuals across the U.S.

Employees of HUB International may offer securities through partner Broker Dealers not affiliated with HUB. Employees of HUB International provide advisory services through both affiliated and unaffiliated Registered Investment Advisors (RIA). Global Retirement Partners, LLC, HUB Investment Advisors, TCG Advisors, Millennium Advisory Services, and Sheridan Road Advisors, LLC are wholly owned subsidiaries of HUB International.


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This brochure is for informational purposes only and does not constitute an offer to sell, a solicitation to buy, or a recommendation for any security, or as an offer to provide advisory or other services in any jurisdiction in which such offer, solicitation, purchase or sale would be unlawful under the securities laws of such jurisdiction.

Past performance may not be indicative of any future results. No current or prospective client should assume that the future performance of any investment or investment strategy referenced directly or indirectly in this brochure will perform in the same manner in the future. Different types of investments and investment strategies involve varying degrees of risk—all investing involves risk—and may experience positive or negative growth. Nothing in this brochure should be construed as guaranteeing any investment performance.

This brochure includes forward-looking statements. All statements that are not historical facts are forward-looking statements, including any statements that relate to future market conditions, results, operations, strategies or other future conditions or developments and any statements regarding objectives, opportunities, positioning or prospects. Forward-looking statements are necessarily based upon speculation, expectations, estimates and assumptions that are inherently unreliable and subject to significant business, economic and competitive uncertainties and contingencies. Forward-looking statements are not a promise or guaranty about future events.

Note that the prices quoted in this proposal cannot be guaranteed until HUB RPW has been provided with all of the following and reviewed this material: The HUB Plan Underwriting Checklist that includes the business type, any business interests that the owners have in other companies, and other details about the company, the Plan's Adoption Agreement, Base Plan Document, and any Amendments, Fee Disclosures – both 404(a) and 408(b) (2) - about the current Plan, Service Agreements with current provider(s) including TPA, Recordkeeper, Investment Advisor, Custodian, Trustee, and any other parties involved in running the plan, current amount of assets in each investment option (include TICKERS), the most recent 5500 forms and attachments (including any audits), and a census providing details on the compensation and other demographic information about all employees. assets in each investment option (include TICKERS), the most recent 5500 forms and attachments (including any audits), and a census providing details on the compensation and other demographic information about all employees.

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