

Agenda

Ipakanni Early College Charter School Regular Board Meeting

Ipakanni Early College Charter

1459 Downer Street, Oroville, CA 95966

Board Meeting Monday, May 20, 2024 @ 5:30 pm

I. OPENING BUSINESS

- A. Call meeting to order- Time _____
- B. Record Attendance and Guest
 - a. Glenda Nelson-President Present___ Absent___
 - b. Nicolette Anderson-Vice President Present___ Absent___
 - c. Sonja Mix-Baltazar - Treasurer Present___ Absent___
 - d. Dawn Blackhorse- Secretary Present___ Absent___
 - e. Irene Santosfelver, Board Member Present___ Absent___
 - f. Open
 - g. Walter Gramps, Director Present___ Absent___
 - h. Billy Bowers, School Site Supervisor Present___ Absent___
- C. Adopt Agenda
- D. Closed Session Topics of Discussion (Please refer to the list of items identified in Agenda Section III, below.)
- E. Public Comment on Closed Session
- F. Adjourn to Closed Session

II. PUBLIC COMMENT PERIOD RE CLOSED SESSION ITEMS

General public comment on any closed session item that will be heard. The Board may limit comments to no more than 20 minutes pursuant to Board policy.

III. CLOSED SESSION

IV. RECONVENE IN OPEN SESSION

- A. Adjourn Closed Session and Reconvene to Open Session
- B. Report Action Taken in Closed Session

V. PUBLIC COMMENT

A. Recognition of Individuals who wish to speak on non-agenda items

The President will invite anyone in the audience wishing to address the Board on a matter not listed on the agenda to stand and wait to be recognized, state your name and address for the record, and make your presentation. Presentations will be limited to five (5) minutes per person and twenty (20) minutes per subject. The Board is prohibited by State law from taking action on any item presented, if it is not listed on the agenda, except under special circumstances as defined by the Government Code.

B. Recognition of Individuals who wish to speak on agenda items

The President will invite anyone in the audience wishing to address the Board on a matter that is on the agenda to stand and wait to be recognized, state your name, and the item number of the agenda item on which you wish to speak. When that item comes up on the agenda you will be asked to stand, state your name and address for the record, and make your presentation. Under Government Code Section 54954.3, the time allotted for presentations will be limited.

VI. Action Items

6.01 Approve Board Minutes March 22, 2024 and April 17, 2024

6.02 Approve Annual Statement of Need

6.03 Approve Declaration of Need for Fully Qualified Educators

6.04 Approve Contract with Charter Impact

6.05 Approve Summer School ELOP Instructional Aides

a. Destinie Gibson

b. Desarie Conn

6.06 Approve Job Descriptions for Universal Instructional Assistants

6.07 Approve Salary Schedule for Universal Instructional Assistants

6.08 Approve Universal Instructional Assistants 2024/2025 School Year

a. Destinie Gibson

b. Xaris Phillips

c. Desirae Conn

Step II

Step III

Step V

FTE .75

FTE .75

FTE .75

Effective August 1, 2024

Effective August 1, 2024

Effective August 1, 2024

6.08 Approve 23/24 EPA Spending Plan

VII. Discussion/Informational Items

VIII. Reports

8.01 Director's Report

IX. Items for Next Agenda

X. Adjournment

This legislative body conducts business under the meeting requirements of the Ralph M. Brown Act.

MEETING AGENDA & RELATED MATERIALS

Agendas for regular board meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, if applicable, 72 hours prior to the start of the meeting. Agendas for special meetings as defined by the Brown Act will be posted at the meeting site and the legislative body's website, www.ipakanni.com, if applicable, 24 hours prior to the start of the meeting. Materials relating to an agenda topic that is a matter of public record in open session, will be made available for public inspection 72 hours prior to the start of the meeting, or, alternatively, when the materials are distributed to at least a majority of board members.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be changed without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

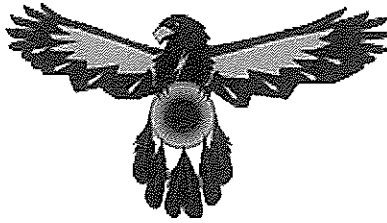
If you desire to address the Board on a matter that is on the agenda, you will be asked to stand, or to raise your hand until recognized by the chairperson. Presentations will be limited to three (3) minutes, with a maximum of twenty (20) minutes, on each subject matter. All individuals are expected to respect the rights and privacy of others.

SPECIAL PRESENTATIONS MAY BE MADE

Notice is hereby given that; consistent with the requirements of the Bagley-Keene Open Meeting Act, special presentations not mentioned in the agenda may be made at this meeting. However, any such presentation will be for information only.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in these meetings, please contact the Administrator's office (530) 532-1165. Notification 48 hours prior to the meeting will enable the district to make reasonable accommodations to ensure accessibility to these meetings.



Agenda

Ipakanni Early College Charter School Regular Board Meeting

Ipakanni Early College Charter

1459 Downer Street, Oroville CA 95966

Board Meeting Monday, March 22nd, 2024 @ 12:30 pm

I. OPENING BUSINESS

- A. Call meeting to order- Time 12:59pm
- B. Record Attendance and Guest
 - a. Glenda Nelson-President Present X Absent _____
 - b. Nicolette Anderson-Vice President Present X Absent _____
 - c. Sonja Mix-Baltazar - Treasurer Present X Absent _____
 - d. Dawn Blackhorse- Secretary Present X Absent _____
 - e. Irene Santosfelver, Board Member Present X Absent _____
 - f. Vacant, Board Member Present _____ Absent X
 - g. Walter Gramps, Director Present X Absent _____
- C. Billy Bowers, School Site Supervisor Present X Absent _____
- D. Adopt Agenda-
Motion- DB, Second-IS
In favor 4 Opposed 0 Abstain 0
- E. Closed Session Topics of Discussion (Please refer to the list of items identified in Agenda Section III, below.)
- F. Public Comment on Closed Session
- G. Adjourn to Closed Section

II. PUBLIC COMMENT PERIOD RE CLOSED SESSION ITEMS

General public comment on any closed session item that will be heard. The Board may limit comments to no more than 20 minutes pursuant to Board policy.

III. CLOSED SESSION

- A. Personnel-Gov't. Code 54957 [Public employee employment/discipline/dismissal/release; review of possible layoffs/non-reelects; administrative evaluations]

- a. Called to order- 1:20 pm
- b. Discussion of Sonja Mix-Baltazar becoming a signer for the checks and warrants. Board discussed closing the current account and opening another at Mechanics Bank. As a signatory, Sonja would prefer a new checking account be opened before completion of the signatory documents.

IV. RECONVENE IN OPEN SESSION

- A. Adjourn Closed Session and Reconvene to Open Session
- B. Report Action Taken in Closed Session
 - New Bank Account to open with Mechanics bank.

V. PUBLIC COMMENT

A. Recognition of Individuals who wish to speak on non-agenda items

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B. Recognition of Individuals who wish to speak on agenda items

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VI. Action Items

- 6.1 Approve Board Minutes February 5, 2024
Motion- NA, Second-DB
In favor 4 Opposed 0 Abstain 1
- 6.2 Approve Warrants November 1, 2023 to March 1, 2024
Motion- NA, Second-DB
In favor 4 Opposed 0 Abstain 1
- 6.3 Approve 2nd Interim Budget
Motion- NA, Second-DB
In favor 4 Opposed 0 Abstain 1
- 6.4 Approve LCAP Mid-Year Report
Motion- DB, Second-NA
In favor 4 Opposed 0 Abstain 1
- 6.5 Approve 23/24 Safety Plan
Motion- DB, Second-IS
In favor 4 Opposed 0 Abstain 1
- 6.6 Approve Summer School Stipend Schedule for ELOP 30 Days
Motion- NA, Second-DB
In favor 4 Opposed 0 Abstain 1
- 6.7 Approve Summer School Director

- a. Billy Bowers (Director)
- b. Kris Anthony Avina (Teacher)
- c. Shawna Beitler-Rios (Teacher)

Motion- DB, Second-IS

In favor 4 Opposed 0 Abstain 1

6.8 Approve 2024-2025 School Calendar

Motion- DB, Second-IS

In favor 4 Opposed 0 Abstain 1

VII. Discussion/Informational Items

7.01 Graduation Ceremony- Berry Creek to host, May 8th or May 9th. 11 Students graduating, Sonja to inquire about space to hold ceremony.

VIII. Reports

8.01 Director's Report-

- a. Report on WASC Accreditation and Goals
- b. Report on Data and Student Academic Growth in Reading and Math.

a.

IX. Items for Next Agenda

X. Adjournment

Time 1:48pm

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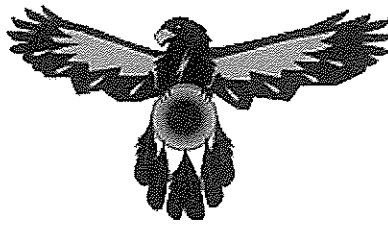
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Agenda

Ipakanni Early College Charter School Regular Board Meeting

Ipakanni Early College Charter

1459 Downer Street, Oroville CA 95966

Special Board Meeting Monday, April 17, 2024 @ 5:30 pm

I. OPENING BUSINESS

- A. Call meeting to order- Time 5:32pm
- B. Record Attendance and Guest
 - a. Glenda Nelson-President Present X Absent
 - b. Nicolette Anderson-Vice President Present Absent X
 - c. Sonja Mix-Baltazar - Treasurer Present X Absent
 - d. Dawn Blackhorse- Secretary Present X Absent
 - e. Irene Santosfelver, Board Member Present X Absent
 - f. Vacant, Board Member Present Absent
 - g. Walter Gramps, Director Present X Absent
- C. Billy Bowers, School Site Supervisor Present X Absent
- D. Adopt Agenda
 - Motion-DB, Second-IS
 - In favor 3 Opposed 0 Abstain 1
- E. Closed Session Topics of Discussion (Please refer to the list of items identified in Agenda Section III, below.)
- F. Public Comment on Closed Session
- G. Adjourn to Closed Session

II. PUBLIC COMMENT PERIOD RE CLOSED SESSION ITEMS

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III. CLOSED SESSION

- A. Personnel-Gov't. Code 54957 [Public employee employment/discipline/dismissal/release; review of possible layoffs/non-reelects; administrative evaluations]

IV. RECONVENE IN OPEN SESSION

A. Adjourn Closed Session and Reconvene to Open Session

B. Report Action Taken in Closed Session

- Discussion on closing of bank accounts and opening a new account at Mechanics bank. Discussion on next steps on budget and potential sources of a loan. Walter to meet with auditors next week and discuss current accounts for audit.

V. PUBLIC COMMENT

A. Recognition of Individuals who wish to speak on non-agenda items.

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VI. Action Items

6.1 Approve Board Minutes March 22, 2024

Motion-SMB, Second-IS

In favor __3__ Opposed __0__ Abstain __1__

6.2 Approve Personnel Assignments for 2024-2025

Motion-DB, Second-IS

In favor __3__ Opposed __0__ Abstain __1__

6.3 Approve Resignation of Trinity Stehno effective 5/10/2024

Motion-DB, Second-IS

In favor __3__ Opposed __0__ Abstain __1__

VII. Discussion/Informational Items

7.01 Graduation Ceremony

- Graduation set for May 8th, 2024, at 6pm at Gold Country Casino.
- Irene to ask Blake Frieze to be keynote speaker.
- Glenda offered to ask Thomas as a backup.

VIII. Reports

8.01 Director's Report

- State testing to start in a couple weeks.
- WASC to come on Monday to observe High School.
- IPC meeting and how to spend funds 9:30 Tuesday 23rd .

IX. Items for Next Agenda

No meeting on April 29th, next May 20th @ 5:30pm.

X. Adjournment

Time 5:56pm

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State of California
Commission on Teacher Credentialing
Certification Division
651 Bannon Street, Suite 600 A
Sacramento, CA 95811

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2024-2025

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Ipakanni Early College Charter School District CDS Code: 04-61507

Name of County: _____ County CDS Code: _____

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 5/20/2024 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2025.

Submitted by (Superintendent, Board Secretary, or Designee):

Walter Gramps

Director

Name

Signature

Title

530-532-1162

530-532-1165

5/20/24

Fax Number

Telephone Number

Date

1459 Downer Street, Oroville, CA 95965

Mailing Address

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

_____	_____	_____
Name	Signature	Title
_____	_____	_____
Fax Number	Telephone Number	Date

Mailing Address		

E-Mail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential).	2
Bilingual Authorization (applicant already holds teaching credential)	
List target language(s) for bilingual authorization:	
Resource Specialist	
Teacher Librarian Services	
Emergency Transitional Kindergarten (ETK)	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	2
Single Subject	
Special Education	
TOTAL	

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture		Mathematics	
Art		Music	
Business		Physical Education	
Dance		Science: Biological Sciences	
English		Science: Chemistry	
Foundational-Level Math		Science: Geoscience	
Foundational-Level Science		Science: Physics	
Health		Social Science	
Home Economics		Theater	
Industrial & Technology Education		World Languages (specify)	

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☐ Yes ☒ No

If no, explain. We rely on Chico State

Does your agency participate in a Commission-approved college or university internship program? ☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 1

If yes, list each college or university with which you participate in an internship program.

California State University, Chico

If no, explain why you do not participate in an internship program.



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS

INSTRUCTIONS TO THE EMPLOYER

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026

This form must be signed by either:

☒ The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

OR

☐ The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

Certification and Authorized Signature

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

☒ Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

OR

☐ The situation or circumstances that necessitate the use of an emergency permit holder are as follows: (Attach additional sheets, if necessary.)

I hereby certify that all of the information contained in this statement of need is true and correct.

Signature of the District Superintendent *Ipskunn, Early College Charter* *5-20-24*
District *Date*

Signature of the County Superintendent of Schools *County* *Date*

It is not necessary to submit this form to the Commission on Teacher Credentialing.

CHARTER IMPACT, LLC

BOOKKEEPING AND ACCOUNTING SERVICES AGREEMENT

This agreement (the “Agreement”) is entered into as of May 2, 2024 (the “Effective Date”) by and between Charter Impact, LLC (“CI”), and Ipakanni Early College Charter (“Client”).

ARTICLE 1. DUTIES AND RESPONSIBILITIES

Section 1.01. CI, a provider of business management and accounting services, will provide accounting, budgeting, compliance, strategic planning, documentation, deliverables, and other related services necessary to fulfill Client's business management and accounting requirements, as more particularly described in Exhibit A, B and C attached hereto and incorporated herein by this reference (the “Services”).

Section 1.02. Client will provide CI with the compensation and business expense reimbursement specified in Article 3 of this Agreement.

ARTICLE 2. TERM OF AGREEMENT

Section 2.01. Client will retain CI to work as a consultant for Client in the field of business management, accounting and consulting, beginning May 6, 2024, and ending June 30, 2027. CI accepts this engagement. CI will use CI's best efforts to accomplish the technical and commercial goals identified by Client during the term of this Agreement. Client acknowledges that CI may have other confidentiality commitments. Client will not require CI to perform tasks which might reasonably result in CI's breach of any confidentiality commitment.

Section 2.02. This Agreement will be renewed automatically for succeeding terms of one year each, unless either party gives notice to the other at least 60 days before the expiration of any term of his or her or its intention not to renew.

ARTICLE 3. COMPENSATION AND EXPENSES

Section 3.01. Fees.

Business Management Services: For services in Exhibit A, the Client will pay CI a fee equal to 2.00% of revenue as calculated based on each reporting unit (i.e. charter school, department, location, central office and any other additional reporting units which may be added at the discretion of the Client). For fee calculations, revenue will exclude private donations documented by Client. Fees for services in Exhibit A are subject to a minimum of \$75,000 per year. These fees will escalate three percent (3%) per year beginning July 1, 2027.

Prior Year Accounting Support: For Business Management Services related to dates prior to the Effective Date, Client will pay CI a fee of \$15,000 for fiscal year 2022-23 and \$15,000 for fiscal year 2023-24 close-out and audit support.

Payroll Processing: For services in Exhibit B, the Client will pay CI a fee of \$20 per Client employee per month if remaining in Paychex and \$25 per Client employee per month if transitioning to Inova-UKG.

Student Data Services: For student data services in Exhibit C, Client will pay CI a fee of \$130 per hour as needed.

Rush Check Processing (optional): Upon special request of Client, emergency checks can be processed on a same-day basis in addition to the regular weekly cycle described in Exhibit A, Section 2C. For these rare occasions, an expedited processing fee of \$75 per check will be charged in addition to the reimbursement for shipping charges noted in Section 3.02 below.

Other Services: For other services requested by Client outside of the items included in Exhibit A, B or C, the Client will pay CI a fee based on CI's standard hourly rates as listed in Exhibit D.

One-Time Implementation Fee: A one-time implementation fee of \$5,000 will be waived in the interest of building a long-term partnership.

Section 3.02. Expenses. In addition to the compensation specified in Section 3.01, CI will be paid for actual reasonable out-of-pocket expenses incurred in providing the Services, including mileage reimbursement for Client-requested meeting attendance. Reimbursement of aggregate monthly expenses will not exceed \$500, without written approved by Client before being incurred, unless Client elects to reimburse CI after the fact.

Section 3.03. Invoicing. CI will invoice Client on a monthly basis for Business Management and Payroll, starting June 1st, 2024 and CI will automatically update the amount based on 1/12th of the Client's projected annual revenue pursuant to the percentage based fee in Section 3.01. CI will invoice Client for Prior Year Accounting

Support on June 1, 2024. Other Services and expenses pursuant to sections 3.01 and 3.02 above will be billed monthly based on the actual time and expenses incurred during the preceding month. CI will automatically prepare a check from Client on the invoice date for payment from Client. Payment for all services and expenses is due upon presentation of invoices.

Section 3.04. Right to Suspend Performance. In the event of default or delay in payment greater than 30 days from the date of the invoice, CI reserves the right to suspend part or all of its performance of duties under this contract until all amounts for Services and Expenses are paid in full. In the event Client disputes all or any portion of an invoice, Client shall notify CI within 15 days of receipt of the invoice; and initiate the dispute resolution process under Section 15 hereof, but shall pay the invoice in full, pending the outcome of such process.

Section 3.05. Late Payments. Payments made after the payment terms are subject to a late payment penalty equal to an annual rate of twelve percent (12%).

Section 3.06. Price Changes. The prices and related charges for the Services are subject to increase upon renewal of this Agreement. CI reserves the right to immediately pass through increases in costs incurred from third parties, e.g., vendors, subcontractors and licensors, to the extent such services and supplies are identified in Exhibit A, B and C. In addition, CI will give Client not less than 30 days prior written notice of any price increases for Services.

Section 3.07. Document Subpoenas and Testimony. CI fees for this engagement do not cover our charges for any subpoena or other discovery request we receive for documents, information or testimony (in court, before an arbitrator or arbitration panel, or in deposition) related to the Services, in proceedings to which we are not a party. CI will invoice Client separately for our time and expenses incurred in connection with responding to any such requests and testifying in any such proceedings, including reasonable attorney's fees we may incur, and including, without limitation, any negotiations, "meet and confer" process or motion practice concerning the nature and scope of any such subpoena, or as to other procedural and/or substantive issues concerning such document requests or testimony. Should Client or Client counsel in such proceedings have any objection to the nature or scope of any such subpoena for our workpapers and records, Client agrees that it shall be Client or Client's counsel's responsibility in the first instance to present such objections and/or to file an appropriate motion to contest or to seek to limit the scope of such subpoena. CI will cooperate with any such efforts consistent with the legal requirements imposed upon CI by the subpoena including, without limitation, making such workpapers and records available to Client and/or Client counsel for inspection prior to their production. However, because the workpapers for Services are the property of CI, absent a specific Court order concerning any objection or motion to limit the scope of production or a written agreement between Client and the party issuing the subpoena to which CI have agreed, CI reserves the right to make the final decision as to which documents from CI workpapers and records shall be produced in response to such a subpoena.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

Section 4.01. Organization of Client. Client is a non-profit public benefit corporation, duly organized, validly existing, and in good standing under the laws of the State of California and has all requisite power and authority to own, lease and operate its properties and to carry on its educational operations as it is now being conducted.

Section 4.02. No Breach. Each party hereto warrants and represents that neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which it is subject, or any provision of its Articles of Incorporation, Bylaws or Charter, nor (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice under any agreement, contract, lease, license, instrument or other arrangement to which it is a party or by which it is bound or to which any of its assets is subject.

Section 4.03. CI represents and warrants that it has the requisite personnel, equipment, expertise, experience and skill to perform its obligations hereunder and provide the Services to Client in a timely and professional manner.

ARTICLE 5. DISCLAIMER OF WARRANTIES

Section 5.01. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE THAT ARE EXPRESSLY CONTAINED HEREIN. CI DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; THIRD PARTY SOFTWARE OR HARDWARE; OR, RESPONSIBILITY FOR CLIENT DATA.

Section 5.02. Limited Remedy. Client's exclusive remedy for defective Services is re-performance of the Services by CI at CI's expense, subject to CI's confirmation of the existence of such defect after receiving notice of a claimed defect from Client.

ARTICLE 6. LIMITATION OF LIABILITY

Section 6.01. EVEN IF CI CANNOT OR DOES NOT RE-PERFORM ANY DEFECTIVE SERVICES, AND CLIENT'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE, CI'S ENTIRE LIABILITY SHALL IN NO EVENT EXCEED \$50,000. CI HAS NO LIABILITY FOR GENERAL, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES ARISING FROM A DEFECT IN ANY SERVICES.

Section 6.02. EXCEPT FOR DAMAGES FLOWING FROM GROSS NEGLIGENCE OR INTENTIONALLY TORTIOUS CONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDIES FAIL IN THEIR ESSENTIAL PURPOSE. Client acknowledges that the pricing of the Services and the other terms of this Agreement have been set based on the foregoing sections of this Agreement providing for an agreed allocation of the risk for any defective Services between the parties. Client further acknowledges that the pricing and terms would have been different if there had been a different allocation of the risk.

ARTICLE 7. CONFIDENTIAL BUSINESS INFORMATION

Section 7.01. CI agrees that all of the business information related specifically to Client developed by or communicated by or to CI in the performance of the services described in this Agreement is of a highly confidential nature, and that, unless the CI has the prior written approval of Client, no use or oral or written disclosure of that information by CI will be made either during or after the term of this Agreement, except that CI may disclose that information to persons or companies who may be designated by Client to work with the CI in connection with CI's performance of the Services. Nothing herein shall be construed as restricting CI in performing the Services, which require routine disclosure of such information to auditors, regulatory agencies, insurance carriers, and providers, and the Client as its agent. With the Client's consent, CI will provide financial references upon request by certification organizations, financial institutions, and potential grantors.

Section 7.02. For purposes of this Agreement, "Confidential Information" means any and all technical and non-technical information including copyright, trade secret, and proprietary information, inventions, know-how, processes and algorithms, software programs, software source documents. Confidential Information includes, without limitation, financial information, procurement requirements, purchasing information, and plans and personnel information of the parties and students as protected under FERPA, HIPPA, and other privacy protection laws. The restriction of Section 7.01 does not apply to information which CI can demonstrate was at the time of the execution of this Agreement:

- (a) In the public domain or is otherwise considered public information; or
- (b) Part of CI's prior knowledge; or
- (c) Learned from a third party without the breach of a confidential relationship with Client.

ARTICLE 8. OBLIGATIONS OF CLIENT

Section 8.01. Authorized Personnel. The Client must identify to CI, in writing, the authorized staff member(s) to work with CI with respect to: general information about the Client, accounts payable, personnel and payroll, attendance records as well as funding compliance and reporting.

Section 8.02. Principal Contact. The Client must also identify, in writing to CI, its key or principal contact who is authorized to receive and disclose Confidential Information, receive payroll checks and discuss personnel issues.

Section 8.03. Financial Records and Audit.

- (i) The Client will maintain customary and reasonably correct, complete and accurate books and records of account as required by the United States government, the State of California (and any other funding authority). The Client will deliver all supporting documentation in accordance with the monthly close timeline developed by CI. Unless otherwise stated, this deadline will be 5 calendar days following the end of the month.
- (ii) The Client will obtain a timely annual audit of its books and records from an independent certified public accounting firm (reasonably acceptable to CI) and immediately provide CI with a copy of any annual audit and related reports, notes or statements. Client authorizes and instructs its independent accountants to speak and work directly with CI on any matter or issue pertinent to the Services.
- (iii) Client covenants that it will respond promptly and professionally to any and all questions or investigations from any investigating or funding authority or Client's accountants, including exceptions noted in any independent accountant's report.

Section 8.04. Coordination and Cooperation. Client, its authorized staff members and principal contact will work closely and cooperatively with CI to facilitate the effective performance and delivery of the Services. Client will comply with and respond promptly to all reasonable requests of CI for information or documents from the Client. Client covenants to assist CI in reconciling outstanding invoices, and to provide CI with copies or originals of vendor invoices and correspondence, as well as other statements and receipts in accordance with the monthly close deadline established by CI. In the case where CI is required to incur additional time researching, obtaining or documenting transactions, re-processing payments or re-classifying expenses outside of the standard processes and procedures and established by CI, CI may charge additional fees based on the standard hourly rates for actual time spent as noted in Section 3.01 above.

Section 8.05. Payroll. Client will provide all necessary and proper data to CI for payroll processing.

- (i) All original documents as it relates to personnel files or payroll logs will be maintained at the Client site.
- (ii) Client will use, and purchase if necessary to use, commercially reasonable time clocks for hourly personnel if CI systems are not used.

Section 8.06. Attendance Records and Reports. Client must take all necessary and proper steps to provide regular, accurate and timely responses to daily attendance tracking reports.

- (i) Client is responsible for taking daily attendance records compliant with the California Education Code Statutes. Client must maintain phone logs, tardy logs and other pertinent information related to appropriate attendance tracking.
- (ii) If applicable, Client is responsible for summarizing daily attendance into 20 day attendance reports to be submitted to CI within 2 business days of the last day in the 20 day period.

Section 8.07. Grant and Funding Requirements. Client covenants to use its best efforts to comply with all grant and funding requirements, including record keeping, reporting, management and financial controls and policies and procedures. Client also recognizes that it is Client's sole responsibility to know and be aware of all restrictions and requirements of its grants and funding sources including both governmental and non-governmental sources.

Section 8.08. Client Policies and Procedures. Client covenants to develop, apply and follow not less than customary and reasonable policies and procedures applicable to: Human Resources, Payroll Administration, Internal Financial Controls, Accounts Payable and other disbursements and competitive bid procedures for vendors.

Section 8.09. Notice and Information. Client covenants that it will provide CI with prompt, complete and accurate notice of and information concerning any material errors in Client data and Client's books and records, as well as with respect to investigations or inquiries into the Client, its activities, operations and reports by any governmental authority. Client will provide CI promptly with copies of every report, including any schedules or exhibits, provided to any governmental agency.

Section 8.10. Client acknowledges that CI's employees, consultants and any other personnel have been thoroughly trained and employed at great expense, are of great value and provide CI with a substantial competitive advantage in its business. Client agrees not induce or attempt to induce any employees, consultants or other personnel of CI to breach their agreements with CI. Should Client hire or employ any current employee, consultant

or any other personnel of CI within one year of their termination from CI, Client agrees to pay CI a fee equal to 100% of the annual starting salary, payment of which is due upon the offer of employment.

Section 8.11. Chartering Agency Requirements. Client covenants to use its best efforts to comply with all material requirements, including policies and procedures, of the Chartering Agency. Client also recognizes that it is Client's sole responsibility to know and be aware of all restrictions and requirements of its Chartering Agency.

ARTICLE 9. AGENCY

Section 9.01. It is understood and agreed that the CI is an independent contractor in respect to CI's relationship to Client, and that CI is not and should not be considered an agent or employee of the Client for any purpose. CI agrees not to represent itself as an agent or employee of the Client at any time.

Section 9.02. Nothing in this Agreement will be construed or implied to create a relationship of partners, agency, joint venture partners, or of employer and employee between CI and Client.

ARTICLE 10. INDEPENDENT CONTRACTOR STATUS

Section 10.01. CI and Client are independent contractors. No representations or assertions shall be made nor actions taken by either party that would create any agency, joint venture, partnership, employment or trust relationship between the parties with respect to the subject matter of this Agreement. Neither party shall have any right to bind the other party, to make any representations or warranties, or to perform any act or thing on behalf of the other party, except as expressly authorized under this Agreement or in writing by the other party in its sole discretion. CI will have full control and discretion as to the ways and means of performing any and all services to be provided under this Agreement. It is understood that in the performance of this Agreement CI is not in any way acting as an employee of Client, and CI will be responsible for all taxes, social security payments, and other similar payments or contributions due as a result of any payments made to CI pursuant to the terms of this Agreement.

Section 10.02. As an independent contractor, CI agrees that Client has no obligation to CI under the state or federal laws regarding employee liability, and that Client's total commitment and liability under this arrangement is the performance of its obligations and the payment of CI's compensation and expenses as described herein. Each party will exercise day-to-day control over and supervision of their respective employees, and all instruction and direction of Client employees shall be the exclusive province of the Client. Each party is responsible for obtaining and maintaining worker's compensation coverage and unemployment insurance on its employees. Except as expressly stated in this Agreement, CI and Client are responsible for any and all taxes on their respective net incomes, and for payment and withholding of all applicable taxes on the income of their respective employees.

Section 10.03. CI reserves the right to subcontract with other individuals and businesses for the Services. CI will be responsible for all payments to, as well as the direction and control of the work to be performed by, its subcontractors, if any.

ARTICLE 11. INDEMNIFICATION

Section 11.01. Indemnification. Client and CI warrant to indemnify each other and hold each other, and each other's officers, directors, employees, agents harmless, from and against any and all direct claims, costs, losses, liabilities and expenses for personal injury and property damage, including reasonable attorneys' fees, attributable to their actions and omissions under this Agreement, but excluding claims that would not be made but for the gross negligence or willful misconduct of the party seeking indemnification.

ARTICLE 12. INSURANCE

Section 12.01. CI carries customary and reasonable comprehensive insurance coverage for errors and omissions.

Section 12.02. Client will obtain and maintain customary and reasonable insurance for its facilities and operations, naming CI as additional insured under all policies.

ARTICLE 13. ETHICAL CONDUCT; RECORDKEEPING

Article 13.01. Client's policy requires ethical conduct in all business activities and practices, including proper recording and reporting of all transactions and compliance with applicable laws. The adequacy and accuracy of CI's billings, supporting documentation, and other information rendered to Client become the basis for Client's further recording and reporting, both internally and externally. CI is not expected or authorized to take any action on Client's behalf that would result in inadequate or inaccurate recording or reporting of assets, liabilities, or any other transaction or that would violate any applicable laws, rules, or regulations.

Section 13.02. Integrity and Financial Responsibility. Client will act with integrity and alert the management of CI to any fraudulent or unethical activity related to Client operations as soon as the Client becomes aware, to the extent permitted by law. Client acknowledges that CI's ability to provide Services is premised upon the Client acting in a financially prudent manner, including but not limited to timely approval of balanced budgets, maintaining a positive variance to budget throughout the year to the extent feasible and proper submission of supporting documentation for incoming and outgoing payments of any kind. Notwithstanding Section 14 hereof, CI may immediately terminate this contract in the event it determines, in its sole discretion, that Client personnel are or have acted in a fraudulent or unethical manner or in the case that CI cannot provide the Services in a professional manner consistent with laws and regulations governing the Client, Client approved policies and procedures or business management best practices, based upon the actions or inaction of the Client.

ARTICLE 14. TERMINATION

Section 14.01. If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect if either Party breaches any of its material obligations under this Agreement in any respect, which breach is not remedied within ninety (90) days following written notice to such breaching Party. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Client's failure to pay CI any undisputed compensation due within 30 days after written demand for payment or invoicing.
- (b) CI's failure to complete the services specified in Article 1.
- (c) Client's material breach of any representation or agreement contained in this Agreement.

Section 14.02. In the event that Client is unable to pay its debts when they become due, declares bankruptcy or insolvency, or makes an assignment for the benefit of its creditors, CI may terminate this Agreement upon written notice to Client.

Section 14.03. Effect of Termination; Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature continue or should survive will remain in effect after termination or expiration of this Agreement.

Section 14.04. All Services, including preparation of financial statements and compliance reporting related to a period within the term, will cease upon termination or expiration of this Agreement. If Client has compliance needs that stretch beyond the term of this Agreement into the next fiscal year, it is common for a closing agreement to be created upon termination or expiration to clearly define a term and scope of services falling outside this Agreement. The fee for such services is determined at that time based upon the scope of work to be completed past the Agreement term.

Section 14.05. In the event of early termination, the Business Management fee deemed to be earned by and due to CI will be equal to the fee in Section 3.01 and the forecasted revenue from the most recently prepared financial report, prorated from the commencement date of this agreement to the termination date, regardless of fee actually invoiced as of the termination date.

ARTICLE 15. DISPUTE RESOLUTION

Section 15.01. Any controversy or claim, whether based on contract, tort, strict liability, fraud, misrepresentation, or any other legal theory, arising out of either party's

performance of this Agreement (“Dispute”) shall be resolved solely in accordance with the terms of this Section.

- a. Resolution Sequence. If the Dispute cannot be settled by good faith negotiation between the Chief Executive Officers of the parties – which must take place within thirty days of receipt by one party of a claim of a Dispute – CI and Client will submit the Dispute to non-binding mediation in Sonoma County. If complete agreement cannot be reached within thirty days of submission to mediation, any remaining issues will be resolved by binding arbitration in accordance with Sections (c) and (d) below. Arbitration will comply with and be governed by the provisions of the California Arbitration Act
- b. Arbitrator. A single Arbitrator who is a retired judge and knowledgeable in commercial matters will conduct the arbitration. The Arbitrator’s decision and award will be final, must be made in writing with findings of fact and conclusions of law, will be binding and may be entered in any court with jurisdiction. The Arbitrator will not have authority to make errors of law or legal reasoning, nor to modify or expand any of the provisions of this Agreement. The Arbitrator will not have the authority to award damages not permitted by this Agreement.
- c. Rules and Expenses. Any mediation or arbitration commenced pursuant to this Agreement will be conducted under the then current rules of the alternate dispute resolution (“ADR”) firm in the site selected by the parties. If the parties are unable to agree on an ADR firm, the parties will conduct the mediation and, if necessary, the arbitration, under the then current rules and supervision of the American Arbitration Association. CI and Client will each bear its own attorneys’ fees associated with the mediation and, if necessary, the arbitration. CI and Client will pay all other costs and expenses of the mediation/arbitration as the rules of the selected ADR firm provide.
- d. Limitation on Actions. Any dispute Client may have against CI with respect to this Agreement must be brought within two years after the cause of action arises.

ARTICLE 16. GENERAL PROVISIONS

Section 16.01. Any notices to be given under the Agreement by either party to the other will be in writing and may be transmitted by personal delivery or by e-mail, mail, registered or certified, postage prepaid with return receipt requested. Mailed notices will be addressed to the parties at their known place of business, but each party may change that address by written notice in accordance with this section. Notices delivered

personally will be deemed communicated as of the date of actual receipt; mailed notices will be deemed communicated as of two days after the date of mailing.

Section 16.02. This instrument contains the entire Agreement of the parties with respect to the subject matter hereof and there are no other promised representations or warranties affecting it. This Agreement supersedes any and all other agreements, either oral or in writing, between CI and Client with respect to the engagement of CI by Client and contains all of the covenants and agreements between the parties with respect to that engagement in any manner whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party that are not embodied in the Agreement, and that no other agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 16.03. Any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged.

Section 16.04. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party will not be deemed a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Section 16.05. If any provision in this Agreement is held by a court or arbitrator of competent jurisdiction to be unreasonable, invalid, void, or unenforceable, then this Agreement will be deemed amended to provide for the modification of the unreasonable, invalid, void, or unenforceable provision to the extent that the court or arbitrator finds reasonable, and the remaining provisions of this Agreement will continue in full force without being impaired or invalidated in any way.

Section 16.06. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflict of law provisions or to constructive presumptions favoring either party.

Section 16.07. Force Majeure. Neither Party shall be in breach of this Agreement to the extent that any delay or default in performance is due to causes beyond the reasonable control of the delayed or defaulting Party; provided, that the delayed or defaulting Party shall immediately notify the other Party of the event, an estimate of the duration of the event, and the delaying or defaulting Party's plan to mitigate the effects of the delay or default.

Section 16.08. Successors and Assigns. Neither this Agreement nor any of its rights or privileges shall be sold, assigned, transferred, shared, or encumbered, by operation of law or otherwise, without the prior written consent of the affected (non-assigning) party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 16.09. Publicity. Client agrees to act as a reference for CI with respect to the Services upon CI's reasonable request. CI may issue press releases or identify Client in marketing materials, including the start and termination of the Agreement, provided that all references to Client are fair, accurate and not misleading.

Section 16.10. Corporate Power and Authorization. The parties hereto have full corporate power and authority to execute and deliver this Agreement and to perform their obligations hereunder. The execution, delivery and performance of this Agreement by each party has been duly authorized by all necessary corporate action. This Agreement has been duly executed and delivered by each party and constitutes the valid and legally binding obligation of Client and CI enforceable in accordance with its terms and conditions.

[signature page to follow]

Accepted and Agreed, as of the Effective Date first written above:

IPAKANNI EARLY COLLEGE CHARTER

Signed: _____

Name: _____

Title: _____

CHARTER IMPACT, LLC

By _____
Adam Kaeli, Co-CEO

EXHIBIT A
SCOPE OF WORK: BUSINESS MANAGEMENT SERVICES

1. IMPLEMENTATION AND TRAINING

- a. Create a customized accounting database based specifically on the school's reporting needs (both internal and external)
- b. Import historical data to the extent possible (typically monthly balances as far back as data is available) to allow for maximum comparability of financial information
- c. Review existing contracts for terms, requirements and school responsibilities
- d. Create, refine or replace existing processes and procedures to increase efficiency and improve the strength of internal controls
- e. Provide training in specific processes and procedures including to school site staff including: accounts payable, accounts receivable/deposits, petty cash accounts, student stores, payroll, etc.

2. ACCOUNTS PAYABLE PROCESSING

- a. Review all invoices sent to Charter Impact for proper approval and coding
 - i. Any discrepancies will be reported to the Client within three business days of CI becoming aware of the discrepancy. CI is not responsible for communicating any information to Client vendors. The fees described in Section 3.01 are based upon Client cooperation and compliance with CI processes and procedures. Time incurred to process payments outside of the pre-established timeline is subject to additional fees as described in Section 8.04 above.
- b. Enter invoices for each reporting entity, process check payments, and send checks directly to vendors to reduce turn-around time
- c. Provide weekly check registers, accounts payable aging reports, vendor payment history or other ad hoc reports on a recurring or as needed basis
- d. On an emergency basis, same day payments can be processed in addition to the weekly cycle (*additional processing fees apply).
- e. Complete 1099s for all independent contractors.
 - i. It is the Client's sole responsibility to obtain and submit to CI the IRS Form W-9 for all vendors. Client acknowledges that CI is not responsible for processing of Form 1099 for any vendor for which CI has not received a Form W-9 or for any vendor that has not been paid through CI's vendor payment process.

3. ACCOUNTS RECEIVABLE PROCESSING

- a. Monitor the receipt of State approved ADA funding amounts and verify balances paid are correct
- b. Work directly with governmental agencies to resolve any issues or discrepancies identified
- c. Review all donor letters and grant agreements for proper coding and revenue recognition in accordance with GAAP

- d. Maintain independent records, as necessary, for both public and private sources to ensure accurate reporting and compliance

4. BANK RECONCILIATION AND GENERAL LEDGER MAINTENANCE

- a. Reconcile all bank accounts on a weekly basis for a heightened level of security and monitoring
- b. Maintain general ledger in accordance with GAAP on an ongoing basis, ensuring all revenues and expenses are recorded and reported accurately
- c. Maintain an inventory of fixed assets over the school-designated capitalization threshold and calculate depreciation on a monthly basis

5. CASH MANAGEMENT

- a. On a weekly basis, use reconciled bank balance to project daily cash balances for 30 days (for analysis of cash for any period of time over 30 days, the monthly forecast will be utilized)
- b. On a weekly basis, provide schools with amount of cash available for accounts payable or other discretionary spending while ensuring sufficient funds for regularly recurring transactions such as payroll, taxes, rent, insurance, etc.
- c. Plan and manage payment of outstanding debt as needed
- d. Prepare all financial reporting necessary for renewal of loans or lines of credit
- e. Monitor compliance with all debt covenants as a part of the ongoing budgeting and forecasting process
- f. Analyze future cash flow and determine whether schools need to make adjustments to spending or seek other funding options.

6. MONTHLY FINANCIAL REPORTING

- a. Provide a monthly reporting package by the 20th day of the following month, assuming all necessary data is received from the school site on a timely basis, to ensure management has the necessary information to make sound business decisions
- b. Create financial reporting package based on customized business segments. This includes budgets and forecasts as well.
- c. Offer a menu of report options for the monthly financial reports including, but not limited to:
 - i. Monthly summary by financial section with bulleted highlights for presentation purposes
 - ii. Monthly Cash Flow Forecast and comparison to approved budget
 - iii. Budget vs. Actual Report (both current month and year-to-date)
 - iv. Schedule of Revenue and Expenses by Period
 - v. Comparative Statement of Financial Position
 - vi. Combining/Consolidating Statements of Activities and Financial Position
 - vii. Statement of Cash Flows (both current month and year-to-date)
 - viii. Accounts Payable/Receivable Aging
 - ix. Check Register(s)
 - x. General Ledger Detail

- xi. Other customized reports as requested by the school, executive team or board
- d. On a monthly basis, review and present the financial package with the school staff to assess the current fiscal condition of the school
- e. Provide access to the accounting database via a VPN connection allowing school staff to run reports and see real-time data as it exists in the system

7. COMPLIANCE AND GRANT REPORTING

- a. Support school with LCAP development, including preparation of the budget, ensuring adherence to Supplemental and Concentration funding requirements and integrating the LCAP budget into the overall school operating budget
- b. Assist the school with grant applications including the development of grant-specific budgets as well as school long-term projections
- c. In the event that new funding programs become available, funding program elements and pricing will be revised if the Client wishes CI to pursue such funding. These applications will be subject to the timelines and conditions of the funding programs and will be the primary responsibility of the Client.
- d. Track all restricted revenues (both public and private) to ensure compliance with governmental and donor-required restrictions
- e. Provide financial information and reporting to governmental entities, donors, and other supporting organizations for grant compliance

8. CHARTER AUTHORIZER SUPPORT

- a. Support the school with all financial and business communications with the charter authorizer. This includes, but is not limited to:
 - i. Prepare regular financial reporting (budget and interims)
 - ii. Provide ad hoc financial documents and reports as requested
- b. Partner with school leaders to meet with authorizer staff to discuss fiscal health and outlook of the school
- c. Assist in the renewal process by preparing and/or reviewing fiscal narratives, preparing the required forecasts and cash flow projections, and calculating the LCFF with assumptions.

9. ANNUAL BUDGET CREATION AND REVISIONS

- a. Work with school staff on an annual basis to create a 5-year budget and cash flow projection on an annual basis to ensure proper future planning
- b. Provide a monthly budget and cash flow report to monitor the cash balance and protect against the gap caused by revenue and expenditure seasonality
- c. Revise the annual forecasts on an as-needed basis (but at least monthly) to provide school staff and board members with accurate year-end projections and the information necessary in a constantly changing environment

10. AUDIT PREPARATION AND OVERSIGHT WITH AUTHORIZERS

- a. Maintain electronic records of all transaction support
- b. Work directly with the independent auditors to provide information, thereby reducing client time commitment and audit fees

- c. Participate in, and support all oversight reviews from charter authorizers and governmental agencies to improve outcomes

11. TAX PREPARATION AND SUPPORT

- a. Prepare and electronically submit Form 1096 (summary of all 1099 forms) to the IRS for all required vendors and service providers
- b. Prepare and report sales and use tax returns
- c. Provide any and all information necessary for the preparation and submission of Form 990. *Payroll tax reporting is included in the payroll processing Exhibit B below.*

12. STRATEGIC PLANNING

- a. Work with school management to develop long-term strategies to ensure the school's prosperity
- b. Provide second opinions and act as sounding board for school management on business and financial matters

EXHIBIT B

SCOPE OF WORK: PAYROLL SERVICES

1. PAYROLL PROCESSING

- a. Provide support and assistance with the creation of internal processes and procedures, forms, and tracking systems
- b. Provide minimum wage guidance and support for compliance with state labor laws
- c. Assist in the development of a payroll schedule that is compliant with state labor laws and consistent with employee contracts
- d. Research staff with CalSTRS and CalPERS to ensure proper membership is established based on retirement regulations
- e. Ensure proper STRS & PERS forms are provided to staff when applicable
- f. Complete the new hire setup and existing staff setup in the payroll system
- g. Create and assign employee earning, deduction, and benefit codes to be in compliance with retirement and tax regulations
- h. Ensure all timesheets within the payroll system have been approved by managers for processing
- i. Assist with paid time off audits and make corrections in the payroll system
- j. Assist with Benefit audits to ensure correct medical deductions are being taken
- k. Assist with Verification of Employment paperwork
- l. Process payroll, and supplemental payroll runs as needed for:
 - (1) Involuntary terminations
 - (2) Voluntary termination without notice
 - (3) Scheduled bonuses/stipends
 - (4) Additional unscheduled/emergency payroll runs
- m. Oversee garnishments are handled and paid by the payroll system
- n. Ensure that all other retirement deductions such as 403b, 457, 401a, etc. are processed and submitted to the third-party administrator in compliance with state and federal laws
- o. Review payroll taxes processed and paid by the payroll system
- p. Review quarterly tax returns for all agencies
 - i. Federal 941
 - ii. State DE9 & DE9C
- q. Oversee year end W-2 and W-3 process
- r. Provide payroll processing reports as needed
- s. Assist with general payroll related questions
- t. Work with the payroll provider to setup the coding to track expenses related to restricted grants, LCAP, multiple school sites, etc
- u. Work directly with the payroll provider to create a payroll journal entry to record detailed payroll expenses

2. RETIREMENT REPORTING

- a. Process and submit monthly STRS and PERS reports to the third-party administrator or directly to CalSTRS and CalPERS

- b. Submit payment via ACH or live check within the timeframe as requested
- c. Work directly with the County Office of Education and CalSTRS/CalPERS related to questions and required supplemental reporting such as:
 - i. F496 files to SEW (if applicable)
 - ii. Newly elected or mandatory qualified members into the CalSTRS and CalPERS websites
 - iii. Ensuring the proper forms are completed and distributed such as the Permissive Election ES350 form
 - iv. Entering corrections from payroll to CalSTRS/CalPERS and sending corrections to payroll as needed
- d. Provide ongoing updates to Client administrative staff regarding:
 - i. Processes and procedures related to retirement programs
 - ii. Changes to eligibility and classification
 - iii. Compensation limits
 - iv. Rate changes
- e. Monitor and manage CalSTRS and CROWE audits
 - *Additional support for audit findings or historical corrections prior to current fiscal year would be billed separately on an hourly basis.*
- f. Manage internal retirement audits, corrections, and reconciliations

EXHIBIT C

SCOPE OF WORK: STUDENT DATA SERVICES

1. CALPADS REPORTING

- a. Reconcile all attendance data on a monthly basis
- b. CALPADS Fall 1 Data submission, including SSID Enrollment, Student Information Record, English Learner Program Record and Student Program Records
- c. CALPADS Fall 2 Data submission, including Staff Assignment, Staff Demographics, Course Section and Student Course Section
- d. CALPADS EOY 1-3 submission, including Student Discipline, Student Waiver, Student CTE and Student Absence
- e. Maintain monthly enrollment synchronization with CALPADS and SIS retrieval
- f. Report CALPADS anomalies to school management
- g. Report development, including transcripts, report cards and custom reports

2. ATTENDANCE TRACKING AND REPORTING

- a. Monthly attendance reconciliation
- b. Independent Studies setup
- c. Revised monthly submission
- d. Attendance audit report tracking
- e. Monthly ADA calculation
- f. Prepare Monthly, P-1, P-2 and Annual attendance reports from school-provided records, and submit to the chartering agency
- g. Attendance alerts
- h. Report all requisite attendance data to the charter authorizer and State agencies

3. STUDENT INFORMATION SYSTEM (SIS) SUPPORT

- a. Conduct multiple trainings for various school staff as needed:
 - i. Initial product training, including but not limited to system navigation, student and staff account management, student scheduling task management, and import and export of data and reports
 - ii. Client Counselor and Registrar/Office Manager trainings on system components, including but not limited to entering and managing historical grades, graduation progress tracking, student demographic data entry (including state required fields), parent/emergency contact data entry, and data quality checks to run student data audits/exception reports to identify missing data.
 - iii. SIS trainings as needed for school staff on entering attendance, attendance changes, and running attendance reports, working with attendance data grid, truancy reports/letters, and attendance audits.
 - iv. PowerLunch, Admin and PowerTeacherPro trainings
- b. System Setup Assist with Beginning of Year and End of Year tasks such as:
 - i. importing student records, create years/terms, final grade setup, create sections, etc.

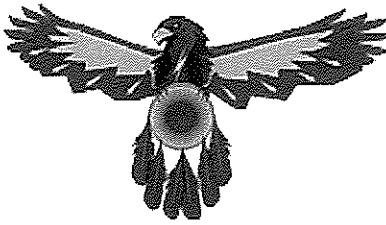
- ii. Configure bell schedules and calendars that mirror regular, minimum and assembly day bell schedules
- iii. Configure adequate attendance, incident, entry and exit codes that capture data at a desired level of granularity
- iv. Track student activities such as: Independent Studies, Basketball team, academic decathlon, etc.
- v. Setup teacher grading environment via grade scales, assignment categories, standards, teacher comments, etc.
- vi. Perform System Administrative tasks such as integration with 3rd party software providers, maintain security groups and new school setup.

4. DATA AND ANALYSIS

- a. Generate standard reports based on available data in support of multiyear and subgroup analysis of CAASPP, English Learner, graduation rates, suspension rates, college/career readiness and chronic absenteeism data
- b. Perform ongoing data validation to find and flag missing or incorrect data for correction purposes
- c. Correlation analysis to validate or invalidate assumptions or expected academic achievement impact
- d. Generate grade distribution report by section, teacher and/or course names
- e. Produce English Learner reclassification candidate list based on available data and school criteria
- f. Benchmark data analysis in support of identifying reteaching opportunities
- g. Create perfect attendance, at-risk of chronic absenteeism, attendance rates by subgroups reports

**EXHIBIT D
HOURLY RATES**

Level	Rate
Clerk	\$100.00
Staff	\$150.00
Senior/Manager	\$200.00
Executive/Director	\$250.00



**Ipakanni Early College Charter School
Job Description**

JOB TITLE: Universal Instructional Assistant	Unit: Classified
Salary: See Salary Schedule	Location: School site
Department: Operations	
Reports to: School Site Supervisor	Board Approved:

Description of basic functions and responsibilities:

To assist a certificated teacher(s) in the instruction, supervision, and training of individuals or groups of students by performing a variety of instructional support activities; to perform a variety of related duties in the maintenance of an effective learning environment; and to perform clerical duties as assigned. Employees in this classification receive direct to general supervision within a well-defined framework of policies and procedures. Employees in this job class may work with students. This job class requires a high degree of positive contact with both students and certificated staff.

Supervisor: School Site Administrator

Major duties and responsibilities:

- Assists teacher(s) in instructing individuals and/or small groups of students in various learning situations including basic academic, vocational, and/or specialized subject areas; tutor students as assigned.
- Assists certified teacher(s) in implementing curriculum for assigned area(s) of instruction.
- Assists in supervising student to maintain effective learning environment, noting behavioral problems observed and discipline when necessary
- Assists in organizing assigned learning and/or instructional environmental(s) including classroom; maintaining bulletin boards, issuing and retrieving equipment/materials, and maintaining neat and orderly classroom/instructional areas
- Prepares instructional materials for use in classroom; types and makes dittos; copies materials; collates, staples, and hole punches quizzes, tests, and worksheets; gathers appropriate resource information/materials; and sets up equipment as assigned.
- Provides teacher(s) and/or school administrators with relevant feedback and information on students' progress through observation, daily contact, and maintaining accurate student records

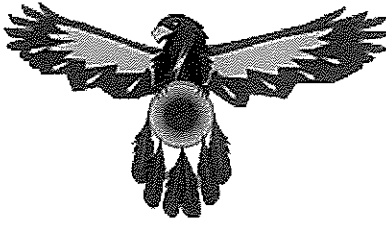
- Participates in parent/family meetings as assigned
- Administers, and scores tests, daily assignments, homework, etc. when asked
- Monitors and assists students while using equipment such as computers.
- Prepares answer keys for worksheets and tests.
- Contacts parents regarding absences, meetings, appointment scheduling, and to verify/obtain information, etc.
- Escorts students to and from the classroom.
- Performs a variety of clerical tasks as assigned including typing, filing, answering telephone and taking messages
- Translates written/oral information, assignments, letters and forms for students, parents, and staff as assigned

SUMMARY: To help keep building clean and orderly. Under general supervision, performs unskilled or semi-skilled tasks in the upkeep of the facility.

ESSENTIAL DUTIES AND RESPONSIBILITIES: Other related duties may be assigned.

- General clean-up of all areas on campus to ensure a safe environment.
- Empties waste receptacles washes walls, windows.
- Washes, scrubs, and disinfects restrooms as needed.
- Locks or secures doors and windows; opens classrooms for authorized personnel.
- May order, pick up, and deliver materials, equipment, and supplies used in the work.
- Sets up and dismantles chairs and tables for various school events.
- Replaces light bulbs and other lighting fixtures.
- May check appliances and equipment as to operational safety.
- Reports fire, sanitation, or other hazards to proper sources.
- Some clerical duties such as answering phones filing paperwork.
- Light touch-up painting
- Remove graffiti.

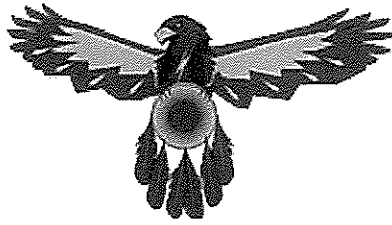
Universal Instructional Assistant assists with Custodial services as well as patrolling and supervising assigned school campus areas to ensure a safe and orderly environment on the school campus.



Ipakanni Early College Charter School
2024-2025 Classified Salary
Universal Instructional Assistant

Step	Hourly Pay Rate
1	17.44
2	18.31
3	19.23
4	20.19
5-9	23.41
10-14	25.81
15-19	28.45
20-29	31.37
30+	34.57

Sick Time 5 days per School Year



EPA SPENDING (2023-2024)

8012 EPA FUNDS \$229,113

1000-1999 (Instruction) \$229,113