

**Excellent Education Development Management and Accounting Services Agreement -
NOTICE OF TERMS SUPPLEMENT**

Reference is made to that certain Excellent Education Development Management and Accounting Services Agreement between Ocean Charter School, a California nonprofit public benefit corporation (“Client”), and Excellent Education Development (“ExED”), a California nonprofit public benefit corporation, dated the 30th day of June 2021 (the “Agreement”). Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

Unless a Notice of Non-Renewal is received by ExED within 60 days of the date hereof, the Agreement Term is hereby extended for a period of one year from June 30th of the year in which this Notice of Terms Supplement (“Notice”) is delivered, on the same terms and conditions as contained in the Agreement, except as expressly set forth below.

1. SERVICE FEES AND RELATED EXPENSES.

a. ExED’s fees and related charges are hereby amended, modified and/or supplemented as follows:

(i) Effective July 1st of the current year, ExED’s fees are hereby changed as follows:

(1) CALPADS Reporting Services: \$1,275.00 per month (i.e., \$15,300 per annum)

(ii) Effective July 1st of the current year, ExED will introduce the following fees for Services:

(1) ExED has established an hourly rate (“Supplemental Fee Schedule”) it will charge for Additional Services Client requests and ExED agrees to perform. The Supplemental Fee Schedule sets the hourly rate at:

VP or Director	\$	135
Manager	\$	75
Other Staff	\$	50

(2) Payroll Services:

a. Client may request ExED to make a prior pay period adjustment to payroll and/or retirement reports for an employee. If ExED agrees to make the requested adjustment, it will charge a fee of \$300.00. Client will be responsible for any additional fees charged by the payroll provider, retirement program, or other 3rd party entities that result from the adjustment.

b. ExED will charge \$135.00 per hour for making prior period CalPERS adjustments or corrections.

(iii) Effective July 1st of the current year, ExED will introduce the following fees for ExED’s additional CALPADS Reporting Services:

(1) Client transitions to a new SIS

	<u>1 School</u>	<u>2+ Schools</u>
Transition to Aeries or PowerSchool	\$ 3,000	\$ 6,000
Transition to Other SIS	\$ 5,000	\$ 10,000

(2) ExED will provide CALPADS orientation workshops for Client leadership staff (i.e., Client Administrator, School Leader, or CALPADS Principal Contact) who are hired mid-year. ExED will charge Client \$200.00 per workshop.

(3) Client may request additional support beyond the scope of CALPADS Reporting Services. If ExED agrees to provide the requested support, ExED will charge an hourly rate per the Supplemental Fee Schedule.

2. **OTHER CHANGES.**

a. The Agreement is hereby amended, modified and/or supplemented as follows:

(i) Basic Services (additions highlighted in yellow)

(1) Section 1.r. modified to read: “P-1/P-2/**P-3/Annual**” means the attendance reports that must be submitted to the State of California for ADA apportionment purposes.

(2) Schedule A, Compliance and Data Management Services

a. A.1. modified to read: “Prepare PENSEC 20-Day, P-1, P-2, and **P-3/Annual** attendance reports from Client-provided records and submit to the Chartering Authority as required.

b. A.2. modified to read: “Prepare and submit monthly attendance reports, if required to be submitted by Chartering Authority.”

c. B.1. modified to read: “Prepare funding applications for funding sources identified in Client’s Budget. This includes the following (if applicable): **Mandate Block Grant**, Consolidated Application (ConApp), Title III Consortium Application English Learner, the Annual Funding Survey, the PENSEC Report for new/expanding schools, SB 740 Facility Grant Program, and the Facilities Incentive Grant, if the Client is eligible and requests that ExED complete the application.”

d. D.1. modified to read “Prepare monthly claim information for ~~National School Lunch Program~~ **federal and state** meal programs, as appropriate, and transfer information into Child Nutrition Information and Payment System

(CNIPS) based on Client-provided records. Client reviews, notifies ExED of any discrepancies and submits final monthly claim information in CNIPS.”

(ii) CALPADS Reporting Services.

(1) Section 2.d.i. is modified as follows (additions highlighted in yellow):

a. Validate and extract data from SIS and upload, review, and certify Client-approved data in CALPADS as required, including the following for each school year during which ExED is rendering services under this Schedule:

- i. Prepare and facilitate LEA approval of Fall 1 data.
- ii. Prepare and certify Fall 2 data.
- iii. Prepare and certify End of Year 1 data (as applicable)
- iv. Prepare and certify End of Year 2 data.
- v. Prepare and facilitate LEA approval of End of Year 3 data.
- vi. Prepare and certify End of Year 4 data.
- vii. Provide review of CALPADS data entered into Client SIS.
- viii. Summarize key data for certification in CALPADS and secure Client sign-off and approval of CALPADS data prior to submitting for final approval and certification.
- ix. Manage CALPADS anomalies, including Multiple Identifiers (MID), Exit Reason Discrepancies (ERD), and Concurrent Enrollments (CCE), within the threshold given by CALPADS for successful certification.
- x. Provide Certified Reports for Client reference and archives.
- xi. If Client requests CALPADS amendment window is utilized, ExED has the right to charge an additional fee. ExED will notify Client of the additional fees prior to beginning work.

3. **AGREEMENT IN FULL FORCE IN EFFECT; NOTICE OF NON-RENEWAL REQUIRED TO TERMINATE.**

- a. The Agreement remains in full force and effect, on its original terms and conditions, except as may be modified by this (and any prior) Notices. The Agreement, together with this Notice (and any prior Notices) shall be taken together and construed as the complete agreement of the parties. If Client does not wish to extend the Term of the

Agreement as described in this Notice, Client is required by the terms of the Agreement to deliver a Notice of Non-Renewal to ExED no later than 60 days from the date of this Notice.

We thank you for your continued collaboration,

ExED:

By: *Tait G. Anderson*

Dated: May 27, 2022 ,

Name: Tait G. Anderson

Title: Executive Vice President