

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”). This Notice of Terms Supplement replaces the Notice of Terms Supplement dated April 4, 2024. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

Unless ExED receives a Notice of Non-Renewal within 60 days of the date hereof, the Agreement Term is hereby extended for a period of two years 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 and as modified by any prior Notices, 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 increased as follows:

(1) Basic Services:

- a. From July 1, 2024, through June 30, 2025: \$12,125.00 per month (i.e., \$145,500 per annum)
- b. From July 1, 2025, through June 30, 2026: \$12,500.00 per month (i.e., \$150,000 per annum)

(2) CALPADS Reporting Services:

- a. From July 1, 2024, through June 30, 2025: \$1,425.00 per month (i.e., \$17,100 per annum)
- b. From July 1, 2025, through June 30, 2026: Fees to be determined and communicated via a Notice of Terms Supplement. Client has the option of renewing or not renewing the CALPADS Reporting services annually.

(ii) Effective July 1st of the current year, ExED’s other fees are increased as follows. These fees will be adjusted on June 30th of each year:

(1) Budgeting

a. Budgets for new charter petitions \$3,650

(2) Financial Management, Reporting, and Forecasting

a. Facility financing work (per hour) \$145

(3) Accounting and Bookkeeping

a. Rush checks (per check) \$38

- (4) Payroll Processing and Retirement Reporting
 - a. Late payroll submission (per pay period) \$140
 - b. Supplemental payroll (per check) \$55
 - c. Prior pay period adjustment (per employee) \$330
 - d. STRS or PERS audit corrections (per hour) \$145

- (5) Compliance and Data Management
 - a. Monthly attendance (per month revised) \$120
 - b. Prior year P-2 adjustment \$330
 - c. CALPADS UPC adjustment \$575
 - d. Mid-year orientation workshops \$215

- (6) The Supplemental Fee Schedule (per hour)
 - a. VP or Director \$145
 - b. Manager \$83
 - c. Other Staff \$55

(iii) Effective July 1st of the current year, the fees for ExED’s additional CALPADS Reporting Services are increased as follows:

- (1) Client transitions to a new SIS - 1 School
 - a. Transition to Aeries or PowerSchool \$3,350
 - b. Transition to Another SIS \$5,550

- (2) Client transitions to a new SIS – 2+ Schools
 - a. Transition to Aeries or PowerSchool \$6,700
 - b. Transition to Another SIS \$11,150

- (3) CALPADS mid-year orientation workshops (per workshop): \$215

- (4) The Supplemental Fee Schedule (per hour)
 - a. VP or Director \$145
 - b. Manager \$83
 - c. Other Staff \$55

2. **OTHER CHANGES.**

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

(i) Schedule A, Summary of Basic Services to be Performed by ExED

- (1) Compliance and Fiscal Reporting in Compliance and Data Management Services to be amended to include the following additional services to be performed by ExED:

- a. Prepare and submit federal and state expenditure reporting as appropriate, including expenditure reporting for one-time funding sources (ESSER, GEER, In Person Instruction, Expanded Learning Opportunity Grant, Arts Music and Instructional Materials Discretionary Block Grant, Learning Recovery Emergency Block Grant, Educator Effectiveness, and the Universal Pre-K Planning Grant)

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 our long-standing partnership,

Client: 
By:  

Dated: May 23, 2024

Name: Kristy Mack-Fett

Title: Executive Director

ExED: 
By:  

Dated: May 16, 2024

Name: Tait G. Anderson

Title: CFO/COO