

**FIRST AMENDMENT DATED AUGUST 27, 2021**

**TO:**

**AGREEMENT FOR**  
**CHARTER SCHOOL ADVISORY SERVICES**  
**Dated as of September 1, 2020**

THIS **FIRST AMENDMENT** ("First Amendment") to the existing Agreement For Services ("Agreement") between **ENCORE EDUCATION CORPORATION, INC**, to which reference is made herein as the "School," and **KEY CHARTER ADVISORS, INC**, to which reference is made herein as "KCA," is dated August 27, 2021 and is entered into by and between School and KCA subject to Board approval.

School and KCA desire to amend the Agreement as follows:

- A. The term of the Agreement in Section 5 is amended to extend the end date of the Agreement through June 30, 2022. The Agreement is terminable at any time pursuant to the original termination provisions of the Agreement.
- B. The Scope of Services is expanded to include the additional Services listed on the following page.

**IN WITNESS WHEREOF**, this First Amendment to the Agreement has been executed and delivered for and in the names and on behalf of the School and KCA as of the date set forth above.

**ENCORE EDUCATION CORPORATION**

**KEY CHARTER ADVISORS, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Karl Yoder

Title: \_\_\_\_\_

Title: Managing Partner

**ENCORE EDUCATION CORPORATION, INC. / KEY CHARTER ADVISORS, LLC**

**FIRST AMENDMENT – ADDITIONAL SCOPE OF SERVICES**

- Support School Controller in fulfilling all responsibilities of the Controller position, ensuring that all requisite Conditions of Approval for the School's current charter petition are met in full.
- Working with the School's governing board, assist School in refining and clarifying the specific roles and responsibilities of the Controller, Board, management, and backoffice provider, particularly regarding purchasing decisions, staffing decisions, and overall budgetary control.
- Assist Controller and School with development of specific additional, expanded, and/or updated fiscal policies that best reflect sufficient accounting controls and transparent operation of a public charter school.
- Assist Controller and School with development of a business credit card purchasing program/platform that meets authorizer, auditor, and state requirements for public school purchasing, including but not limited to student services accounts, replacing both physical petty cash as well as debit cards linked to the school's operating bank accounts.
- Act as liaison between Controller and School's external backoffice provider (Delta Managed Solutions, Inc., or "DMS") to ensure Controller has access to all current and historical financial information of the School maintained by DMS, and that Controller is sufficiently trained on use of each system to obtain any reports needed to fulfill the duties of the Controller position.
- Where necessary, act as liaison between Controller and School management, to ensure proper lines of communication are maintained while preserving the independent role of the Controller and in compliance with any current or future complaint process resolution.
- Support School, Controller, and DMS during School's annual independent audit, ensuring that all necessary information needed by the auditing team is produced in the format needed to complete the production of the annual audited financial statements.
- Regularly report to the designated representatives of the School's Governing Board to provide status reports and progress made towards defined goals and objectives of the Controller position.
- All other duties as assigned by the designated representatives of the School's Governing Board in furtherance of the above-listed Services.