

STATEMENT OF WORK #1

by and between

EdTec Inc. and D.E.L.T.A. STEAM Academy, Inc.

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| Reference: | Master Services Agreement dated June 10, 2022, by and between EdTec Inc. ("EdTec") and D.E.L.T.A. STEAM Academy, Inc. ("Client"). |
| Term: | August 1, 2022 through June 30, 2024 (the "Initial Term"). This Statement of Work shall automatically renew for consecutive additional one (1) year terms unless either party provides written notice of non-renewal to the other at least one hundred twenty (120) days prior to the expiration of the then-current term (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) are referred to as the Term. |
| Scope of Services: | <p>The philosophy of our Back-Office Services is that we provide outsourced solutions so your school can focus on its educational mission. Moreover, you receive the benefit of our extensive experience with Georgia Charter Schools.</p> <p>1. FINANCE and ACCOUNTING</p> <p>Budgeting:</p> <ul style="list-style-type: none"> ▪ Annual and multi-year budgets including cash flows – In the spring or when services begin, EdTec works with the school leader to create annual and multi-year budgets in time for fiscal year adoption and submission to the state by required deadlines. The annual budgets are strategic documents that capture the operations and direction of the school. ▪ Budget revisions (as needed, on demand) – EdTec revises budgets as needed to reflect changing circumstances at the school or in the local, state, and federal funding. ▪ Updated monthly budget forecasts – EdTec tracks budget to actuals and updates the budget forecast on a monthly basis (if forecasts move materially off budget, we recommend a budget revision). <p>Financial Statements:</p> <ul style="list-style-type: none"> ▪ Monthly year-to-date financial statements – EdTec prepares YTD financials compared to budget in time for the regularly scheduled board or committee meeting. EdTec makes the financials and presentation electronically available ahead of board or committee meetings. For schools with board or committee meetings on or before the 15th of the month, EdTec will furnish the financials and presentation in time for (but not in advance of) the meeting. For schools with board or committee meetings on or before the 10th of the month, EdTec will furnish the financials and presentation (for the month prior to the previous month) ahead of the meeting. ▪ Monthly cash flow projections – EdTec monitors the school's cash position and tries to anticipate any cash shortfalls in future months so the school can adjust spending accordingly or attempt to secure cash flow loans. ▪ Financial statement analysis (monthly) – In addition to financial statements, EdTec provides a succinct PowerPoint summary and analysis of the financial statements so Board and staff can quickly focus on the salient financial issues facing the school. |

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| | <ul style="list-style-type: none"> ▪ Customized financial analysis – EdTec performs reasonable financial analysis that the staff or board requests, e.g., providing a comparative analysis of the school’s budget relative to industry norms or fulfilling a request from the authorizing entity. EdTec will also provide customized reports (within reason) for grant proposals. ▪ Support in resolving financial issues – EdTec helps the school leader find solutions to financial issues by recommending budget changes and/or identifying sources of potential funding. <p>Accounting:</p> <ul style="list-style-type: none"> ▪ Setup of school’s chart of accounts and general ledger – EdTec sets up and maintains the school’s chart of accounts, based on EdTec’s standard structure which is designed to be compliant with state and authorizer reporting requirements. ▪ Customized account codes – EdTec maintains limited customized account codes for unique features of the school program. These must be established at the beginning of the fiscal year to avoid re-coding of historic transactions. ▪ Fund accounting – EdTec can track revenue and expenditures by fund, e.g., Federal Charter School Program (CSP) grant funds and expenses or Title I expenditures. ▪ Functional accounting – EdTec can track expenditures by type of activity consistent with authorizer reporting requirements. ▪ Training – EdTec trains appropriate personnel on accounting procedures and practices designed to ensure accurate record keeping. ▪ Transaction recording – EdTec records in detail all transactions in a computerized accounting system. ▪ Journal entries and account maintenance – EdTec prepares and records journal entries and maintains the general ledger according to accepted accounting standards. ▪ Bank reconciliation – EdTec reconciles primary bank and investment accounts to general ledger weekly or upon receipt of statements. Revolving and petty cash accounts are reconciled quarterly or as required. ▪ Account for Capital Outlay Expenses – EdTec records capitalized assets as provided by the school. On an annual basis, EdTec records related depreciation and amortization in the general ledger and reconciles expenditures to fixed asset listing. ▪ Generate financial reports as requested – EdTec can generate the following reports upon request: detailed account activity; bank register activity; summary of budget, expenditures by account; cash balances; revenues; general ledger account balances. <p>Accounts Payable & Receivable:</p> <ul style="list-style-type: none"> ▪ Revenue verification – EdTec verifies that the school is receiving the correct amount of funds. ▪ Revenue collection – if the funds from the state or the district are not correct, EdTec tracks down the appropriate officials and alerts them of the problem. EdTec will use reasonable efforts to negotiate on behalf of the school in disputes with funding agencies over improperly calculated payments. ▪ Accounts Payable – EdTec processes all invoices and, pending approval from the school leader or surrogate, pays the bills and codes them, based on school input, in the financial software, typically on a two- |
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| | <p>week schedule with limited rush payments as needed. EdTec checks to make sure there are no double payments or double billings on multiple invoices. EdTec troubleshoots vendor payment issues with the school. EdTec also verifies that funds are available to pay the bill.</p> <ul style="list-style-type: none"> ▪ Form 1099 processing – EdTec prepares and sends 1099 Forms to vendors and government, provided that this SOW remains in effect at the end of the applicable calendar year and subject to the timely receipt of accurate and complete information and data from Client, in accordance with EdTec policies, throughout the Term and including for any portion of the applicable calendar year that preceded the provision of services under this SOW. <p>Purchasing:</p> <ul style="list-style-type: none"> ▪ Vendor selection – EdTec provides recommendations of vendors based on its experience with vendors around the state and country. ▪ Purchasing assistance on big-ticket items – EdTec can assist the school leader in its purchase or leasing of big ticket items such as portables. ▪ RFP and Bidding Support – EdTec advises the school on best practices for contracted services greater than state thresholds. ▪ Savings Optimization – EdTec can evaluate areas for savings within school budget and provides benchmark data on charter school spending trends. <p>Government Financial Reporting: Subject to timely receipt of information and/or materials from Client, EdTec provides the following:</p> <ul style="list-style-type: none"> ▪ Annual Budget – EdTec prepares and files the preliminary budget report based on the board adopted budget and a final budget as required. ▪ Quarterly financial reports – EdTec prepares and files the quarterly or interim financial reports by the appropriate authorizer and state deadlines. ▪ Audited financial reports – Subject to timely receipt of information and materials from the school and the auditor, as applicable, EdTec prepares and files the unaudited financial report by August 15 and the final audited report (from the auditor) by the required deadline. <p>Audit and Tax Filings:</p> <ul style="list-style-type: none"> ▪ Audit support – Beginning with the 2022-23 school fiscal year, EdTec prepares financial documents for the auditors and works with the auditors to help ensure a smooth and timely audit process. For clarification, the school is responsible to pay auditor fees. The school shall also provide all records related to the excluded services set forth in <u>Appendix A – Excluded Back Office Services</u> and all non-financial records required by the audit – e.g., student records, employee records, teacher certifications. ▪ Audit compliance training – EdTec helps the school leader and audit staff develop financial policies designed to meet requirements and help protect the school from financial mismanagement. ▪ Single Audit Act of 1984 – EdTec provides support in school compliance with accounting related audit requirements, including the Single Audit Act of 1984. ▪ IRS Form 990 Support (and the corresponding State form, if applicable) – EdTec supports the school and auditor in preparing Form 990 tax-exempt organization annual filing. For clarification, fees for audit |
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and 990 are paid by school and it is the school's and auditor's sole responsibility to ensure these forms are filed.

2. BUSINESS CONSULTING

EdTec is a strategic thought partner to its clients and provides high-value support and guidance in the following areas:

- **Negotiations** – EdTec supports the school director and board with non-legal, business advice in negotiations related to issues such as MOUs, facilities, and special education services with authorizing entities, landlords, vendors, and others, including developing presentations and analyses to buttress the school's position.
- **Strategic budget development** – EdTec can assist the school director and board with strategic financial planning and budget scenario development.
- **Financing support** – EdTec assists clients in preparing loan packages and connecting the school with non-traditional/specialized funding sources such as bonds, New Market Tax Credits, Community Development Financial Institution (CDFI) resources, and philanthropic funds.
- **Legal services optimization** – EdTec can help clients think through and frame issues in preparation for engaging legal counsel, thereby assisting in a more efficient use of legal services costs.
- **Special projects** – EdTec performs business-related special projects within reason, such as modeling growth and facilities scenarios, finding food service providers and analyzing transportation options. (Note: EdTec does not assist schools with qualification as a School Food Authority (SFA). However, EdTec provides assistance in understanding the process.) EdTec can also assist the school leader, within reason, in the analysis and understanding of best practices regarding a structurally sound pay scale.

3. BOARD MEETING SUPPORT

- **Board meeting attendance** – EdTec attends regularly scheduled board or finance committee meetings in person or by teleconference (at most a total of one meeting per month and at least two meetings per three months), and presents its financial analysis presentation. EdTec can assist the board in staying in compliance with the Open Meetings Act.

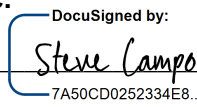
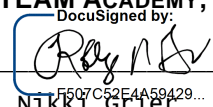
4. FACILITIES

- **Facility needs assessment and planning** – EdTec works with clients to help them refine their thinking about key facilities-related considerations and identify important facility requirements based on the school program and industry standards. EdTec helps clients think creatively about their facility needs and come up with workable solutions.
- **District and co-location negotiations** – EdTec will help the school negotiate deals with the district regarding facilities.
- **Financial reporting to lender** - EdTec provides financial data to lenders for loan covenants.
- **Facility acquisition/lease negotiation** – *On a separate fee basis and subject to staff availability, EdTec can assist clients with business, non-*

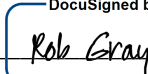
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| | <p><i>legal advice in negotiating purchase and/or lease terms. The school's attorney should review these.</i></p> <p>5. COMPLIANCE and ACCOUNTABILITY</p> <ul style="list-style-type: none"> ▪ Note that compliance and accountability are the responsibility of the school. EdTec will provide advice on some matters, but this information is not comprehensive. In addition, since rules, regulations and interpretations regularly change, schools should seek independent verification from their attorneys or other sources. ▪ ESSA compliance support – EdTec will track the financial reporting and can help provide related backup necessary for the Every Student Succeeds Acts (ESSA) compliance. ▪ Funding compliance – EdTec makes compliance recommendations regarding funding requirements, such as Federal CSP grant funding and other restricted funds. Note that, as more information becomes available, ESSA compliance may be especially complex with many school obligations. ▪ Authorizer regulation compliance – EdTec can help the school identify areas where it may not be in compliance with district or State regulations. <p>6. ENROLLMENT and STUDENT INFORMATION SYSTEMS</p> <ul style="list-style-type: none"> ▪ Quarterly enrollment analysis – Upon school request, EdTec can review enrollment data to ensure the school is on track with revenue projections. ▪ School requests for EdTec assistance on items not listed in this section shall be billed hourly. <p>7. CHARTER DEVELOPMENT and GRANTS ADMINISTRATION</p> <ul style="list-style-type: none"> ▪ Financial reports – EdTec prepares customized financial reports for grant purposes, within reason. ▪ Fund and function accounting – EdTec sets up fund accounting to track direct and allocated costs to grants and activities. ▪ Revenue claims and submissions – EdTec assists the school in preparing revenue claims and submissions, excluding National School Lunch Program, to the extent necessary to receive funds. ▪ Federal Charter School Program (CSP) – EdTec assists the school in development of the application budget, financial tracking, and preparing and submitting the on-going financial reports for grant maintenance throughout the life of the grant. ▪ Charter renewal – <i>On a separate fee basis, EdTec can assist in preparing and advocating a charter petition for school renewal.</i> |
| <p>Excluded Services:</p> | <p>Other than the services outlined above, EdTec is not responsible for any other activities, unless mutually agreed to in writing. Examples of Excluded Services include, but are not limited to, outside legal costs, computer installation and support, purchasing of small items or of curriculum materials, printing and graphic arts, grant writing or fundraising, hiring and associated legal requirements (e.g., background checks, credential reviews) and recordkeeping, meetings with outside parties (e.g., the Board or District) beyond those meetings required to accomplish the included services, Special Ed administration, testing, assessment, compliance with ESSA, compliance with government grant requirements, audits, attendance accounting, and other outside professional services costs.</p> |

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| <p>Compensation:</p> | <ul style="list-style-type: none"> <p>▪ Back Office Services: Our fees for back-office services range from 1.0% to 5.0% of the school's government revenues accrued for the then-current school fiscal year, depending on the size of your school. "Government Revenues" include all enrollment-driven government funding such as state and local components of the Quality Basic Education (QBE), plus federal and state categorical government grants such as Title I and Title II, but exclude IDEA, NSLP, and E-Rate funding. This fee <u>includes</u> all normal postage, telephone, copying, faxing, etc., <u>except</u> for bank fees that will be passed through. The fee <u>excludes</u> a charge on private philanthropy that you raise, unless there are extra-ordinary reporting requirements for these funds, in which case we would mutually-agree on a solution. The fee is payable monthly commencing on August 1, 2022, based on a pro-rated estimate of the annual fee derived from the projected enrollment and funding rates. For the avoidance of doubt, the result of the 2022-23 school fiscal year annual fee calculation shall be reduced by the equivalent of one-twelfth (1/12) of the annual fee to reflect eleven (11) months of services.</p> <ul style="list-style-type: none"> ○ We charge a higher percentage rate for your first 150 students and then a lower rate on additional students because of our economies of scale in servicing larger schools. Our rate for your first 0-150 students is 5.0%. The <u>incremental</u> rate for 151 to 250 students is 2.25% of <u>those</u> students; 251 to 450 students, 1.35%; 451 and above students, 1.00% [To calculate your total rate, apply 5.0% to the first 150 students; 2.25% for the next 100 students, and so on.] ○ Notwithstanding the above fee schedule, the minimum fee for our back office service for a school fiscal year is \$65,000. ○ The fees above are for the scope of services contained herein solely for those school(s) for which Client holds a granted charter or that have been in operation prior to the date of this SOW. ○ In addition to the fees calculated as provided above, there will be an incremental fee for the following, if applicable: <ul style="list-style-type: none"> ▪ A 2.00% administrative fee on all Charter School Program (CSP) revenues in exchange for application budget support and ongoing financial tracking and reporting. ▪ Benefit accrual tracking such as vacation and sick time for a one-time setup fee of \$250. ▪ Use by school personnel of debit cards. <p>▪ Consulting: Should you desire additional services not in the above scope, we would be pleased to provide these, subject to staff availability, at the then-current discounted hourly fee schedule for back-office clients (travel time is billed at ½ of the applicable hourly rate). Typical additional services that are not in the above scope are grant writing, charter application writing and the implementation of computer systems or computerized Student Information Systems. Again, this rate includes normal phone, copying and incidental costs. Additional costs would include mileage reimbursement for travel, overnight delivery charges, and pre-approved out-of-pocket expenses.</p> <p>▪ Conversion Fee: Schools already in operation prior to commencing EdTec services will pay a \$5,000 one-time fee to convert their data and records into our systems. However, if the conversion requires more than thirty-five hours of our staff time, we will charge for the additional time at our discounted hourly consulting rate.</p> <p>▪ Fee Increases: EdTec reserves the right to increase the fees payable under this Statement of Work by up to 5% upon the conclusion of the Initial Term and each Renewal Term. EdTec will provide written notice of a fee increase at least thirty</p> |
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| | <p>(30) days prior to the expiration of the Initial Term or then-current Renewal Term, as applicable.</p> <ul style="list-style-type: none"> ▪ Payment Terms: All fees payable to EdTec must be received by EdTec within thirty (30) days of the date of invoice. EdTec reserves the right to suspend the provision of Services in the event an invoice is thirty days past due. |
| <p>School Obligations</p> | <p>EdTec’s services will assist with the operations of Client’s back-office operations, but do not include auditing Client’s provided information and operations for completeness and compliance. It is Client’s responsibility to adopt and adhere to reasonable policies and procedures, and to ensure the school remains in compliance with all applicable rules and regulations and maintains sound fiscal operations. In order to fulfill the scope of services described herein, EdTec relies on Client to provide timely, accurate and complete information, and to cooperate reasonably with EdTec. Furthermore, Client must immediately inform EdTec of any material change that could affect EdTec’s ability to complete its responsibilities and to assist Client in complying with all applicable laws and regulations.</p> <p>Client will comply with the attached Roles and Responsibilities document (Attachment 1).</p> |
| <p>Termination</p> | <p>Either party may, upon giving thirty (30) days’ written notice identifying specifically the basis for such notice, terminate this Statement of Work for breach of a material term or condition of this Statement of Work, unless the party receiving the notice cures such breach within the thirty (30) day period. In addition, EdTec may terminate this Statement of Work immediately upon written notification and without liability, (a) if Client, in EdTec’s reasonable judgment, violates any of the “School Obligations” above, (b) if Client does not open for the 2022-23 school year, or (c) upon any revocation of Client’s charter. Upon any early termination under this section, Client shall pay EdTec for all services rendered by EdTec prior to the effective date of termination. In addition, if EdTec terminates this Statement of Work under this section, Client shall also pay EdTec for any demobilization or other costs resulting from such early termination.</p> |

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| <p>EDTEC INC.</p> <p>DocuSigned by:  7A50CD0252334E8...</p> <p>By: _____ Name: Steve Campo Title: President & CEO Date: 6/13/2022</p> <p>1410A 62nd Street Emeryville, CA 94608</p> <p>Fax: 510.663.3503</p> | <p>D.E.L.T.A. STEAM ACADEMY, INC.</p> <p>DocuSigned by:  F507C62E4A59429...</p> <p>Signature: _____ Name: NTKRY GRER Title: Principal/Founder Date: 6/10/2022</p> <p>Address: Address 1 Address 2</p> <p>Email: ngrier@deltasteamacademy.org Phone: 470.729.2692 Fax: _____</p> |
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| D.E.L.T.A. STEAM ACADEMY, INC. | |
| | <small>DocuSigned by:</small> |
| Signature: |  Rob Gray |
| Name: | Rob Gray |
| Title: | Board Member, CFO |
| Date: | 6/13/2022 |
| Address: | 7131 Mt. Vernon Rd Address 2 |
| Email: | rgray@deltasteamacademy.org |
| Phone: | 404.771.6045 |
| Fax: | Fax |

ATTACHMENT 1

Roles and Responsibilities

Clarity on roles and responsibilities between EdTec and [Client's Full Name] ("Client") will help ensure high quality, timely business services. Table 1 below outlines the roles and responsibilities of both parties:

Payroll:

- EdTec shall provide a deadline calendar for Client to provide its payroll processing data to EdTec for inclusion in Client's charter school Financial Statements and related financial reports.
- Client to provide its payroll processing data to EdTec in a format specified by EdTec for upload into EdTec's accounting system. If Client changes payroll providers during the Term of this Statement of Work, an additional setup charge may be required.

| | EdTec | Client |
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| Accounts Payable | <ul style="list-style-type: none"> ▪ Timely and accurate check payments ▪ Payment of invoices according to client's approval policies ▪ Recordkeeping/processes adhering to generally accepted accounting standards for accuracy and security and approved by independent auditors ▪ Payment systems linked to financial statements and analyses for informed managerial decision-making ▪ Bank account reconciliations ▪ Invoice/payment research ▪ Advising clients on outstanding checks to ensure adequate cash availability | <ul style="list-style-type: none"> ▪ Submission of payment and deposit information; provision to EdTec of view-only access to bank account <ul style="list-style-type: none"> ○ Weekly submission to EdTec of invoices, reimbursement requests, deposits, and other expenditures using EdTec forms and processes ○ Coding all expenses and non-State funding deposits using EdTec forms and processes and codes from the most recent budget. ▪ Banking: Monitoring and maintaining adequate bank account balances to meet expense obligations; securing view-only access to school bank account(s) for use by EdTec. |
| Enrollment and SIS | <ul style="list-style-type: none"> ▪ Quarterly enrollment analysis upon Client request | <ul style="list-style-type: none"> ▪ Accurate and complete collection of enrollment data in compliance with State rules. ▪ Clients without student information system software will submit student data to EdTec using EdTec forms |

The payroll and accounts payable deadlines / calendars referenced above shall be provided separately.

1. LATE FEES and PROCESSING CHARGES

Accounts Payable:

- **Weekly submittal:** Client must submit a weekly package conforming to EdTec forms and processes. The submittal shall contain invoices with appropriate coding, reimbursement requests, deposits, and/or other payment documents to EdTec using EdTec forms. If

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Client fails to submit this weekly package or fails to submit all necessary invoices and receipts to process payment, Client will be charged an additional processing fee of \$50.

- As a courtesy, EdTec may waive the first two occurrences (i.e., up to \$100) of the Weekly Submittal processing fee.

Enrollment and Student Information Systems:

- EdTec can provide additional assistance for reports at the then-current discounted data service rate.
- If Client does not have a student information software system, Client will use EdTec forms when submitting information to EdTec. Failure to use EdTec forms will result in a processing fee of \$100.
- As a courtesy, EdTec may waive the first occurrence of the forms processing fee.

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APPENDIX A

EXCLUDED BACK-OFFICE SERVICES

The following services are not included in the Scope of Services; however, subject to staff availability, EdTec may agree to perform certain elements of the following services, upon Client request, on a time and materials basis at the then-current discounted hourly fee schedule for back-office clients (travel time is billed at ½ of the applicable hourly rate).

Client acknowledges and agrees that it is solely and exclusively responsible for the activities described below, and that EdTec shall have no liability to Client or to any other party (a) for the accuracy or completeness of any item that is included in the Scope of Services, to the extent that any inaccuracy or omission arises from Client-provided information, or from the failure of Client to perform any of the following excluded services, or (b) for not timely providing any item that is included in the Scope of Services that arises from Client's failure to properly or timely perform the following excluded services, or (c) for EdTec's inability to perform, upon Client's request, any of the following excluded services in a timely manner due to staff availability, or (d) for the accuracy, completeness or timeliness of performance of any element of the following services, to the extent that any inaccuracy or omission or delay arises from Client-provided information.

Audit:

- **2021-22 Fiscal Year Audit support** – Preparing financial documents for the auditors related to the 2021-22 fiscal year audit. The school is responsible to pay auditor fees.
- EdTec may assist Client, upon request and to the extent possible, with limited 2021-22 fiscal year audit advice and support. Note, that as EdTec's support services do not begin until the 2022-23 school fiscal year, it does not have the information necessary to respond to auditor questions, requests for information or backup documentation nor to prepare financial documents related to the 2021-22 school fiscal year.

PAYROLL and HUMAN RESOURCES

Payroll:

Interfaces with external payroll processor and performs quality checking. The school pays payroll processing fees.

- **Payroll processing** – Calculating and processing payroll and payroll-related payments/deductions for salaried and hourly employees based. Working with the payroll processor to generate checks for signature by authorized Client representatives (or through electronic signature) or facilitates Direct Deposit.
- **Payroll reporting** – Working with the payroll processor to prepare and file all required payroll reports for submission to Federal and State agencies and submitting electronic payroll, payroll tax reports and payroll tax deposits to the appropriate authorities.
- **Payroll record maintenance** – Tracking payroll information. Maintaining all employee files.
- **W-2 processing** – Preparing and filing Forms W-2 and W-3 with the Social Security Administration.
- **IRS, SDI, WC support** – Resolving payroll tax issues before the IRS and other Federal and State reporting agencies. Managing any State Disability, Workers Comp, or Unemployment Insurance claims and providing supporting payroll reports.
- **Retirement plan administration** – Setting up accounts, and making appropriate deductions and payments to the retirement plans offered by Client. Managing administration and

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enrollments and paying any fees from outside parties including late fees and interest levied by retirement plan providers.

Human Resources, Benefits, and Insurance:

- **Employee file setup** – Template employee files and procedures to help ensure compliance with State and Federal requirements regarding Live Scan procedures, TB Test information, and/or credential verification information.
- **Contracts and handbook development support** – Non-legal, business advice on employment contracts and employee handbooks and their business implications.
- **Health benefits administration** – Assist in guiding the school in the health benefits procurement process, and with re-quotes of insurance on an annual basis. Client is responsible for all benefit reporting under the Affordable Care Act, including without limitation the Forms 1094-C and 1095-C.

[end]