



Board Agenda Item #	Agenda II G- Consent Item
Date:	February 8, 2018
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Nanie Montijo, Chief Financial Officer
RE:	Charter Impact – STRS Analysis Agreement

Proposed Board Recommendation

I move that the board authorize Dr. Caprice Young, CEO and Superintendent of Magnolia Public Schools (MPS) to negotiate and sign contract agreement between MPS and Charter Impact.

Background

MPS is seeking a firm to review, analyze and adjust any incorrect STRS data for all MPS employees reported to County Offices and CALSTRS. The scope of the services includes analyzing data to prepare, correct, report and submit necessary adjustments and corrections covering fiscal years 2012-13 through 2016-17.

A Request for Proposal (RFP) was posted on December 21, 2017 with a closing date of January 5, 2018.

We only received one proposal from Charter Impact. MPS CEO and CFO had discussed the project coverage and expectations with Charter Impact President and CEO. The firm is fully aware of the sensitive and critical nature of the project.

Budget Implications

MPS and Charter Impact will perform the services for one mutually agreed school to determine the amount of work and cost required to complete the services. Upon completion of the one school, MPS and Charter impact will meet and confer to forecast the time and cost required to complete the balance of the services in order to establish a “not to exceed” contract amount for the services.

MPS will pay actual hours at the contracted hourly rate for one school only.

Funding Source

Long Term Reserves for each school site.

How Does This Action Relate/Affect/Benefit All MSAs?

Completion of the project will provide correct STRS records and ensure accurate service credits to all past and current MPS employees.

Name of Staff Originator:

Nanie Montijo, Chief Financial Officer

Attachments (1)

Charter Impact Contract as Approved By General Counsel



CHARTER IMPACT, INC.

MANAGEMENT AND ACCOUNTING SERVICES AGREEMENT

This Management and Accounting Services Agreement (the or this “Agreement”) is entered into as of February __, 2018 (the “Effective Date”) by and between Charter Impact, Inc. (“CI”), and Magnolia Educational and Research Foundation dba Magnolia Public Schools (“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 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 March 1, 2018, and ending February 28, 2019 subject to earlier termination as provided for in this Agreement. 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.

ARTICLE 3. COMPENSATION AND EXPENSES

Section 3.01. Fees. For services in Exhibit A, Client will pay CI a fee based on CI's standard hourly rates as listed in Exhibit B, provided however, that Client and CI agree that CI will perform the Services described herein for one (1) school mutually agreed upon by Client and CI and will complete the Services for said school to determine the amount of work and cost required to complete the Services for said School. Upon such completion, Client and CI will meet and confer to forecast the time and cost required to complete the balance of the Services in order to establish a not to exceed contract amount for the Services. CI will generate a written report for Client's Board providing a summary of the costs incurred for the first school and personally attend Client's designated Board of Directors meeting to present the results of said report and answer any questions the Board may have. Any increase in the Fees shall require a change order that must be approved by Client's Board of Directors. The parties understand and agree that the provision of Services for additional schools will require approval of Client's Board of Directors.

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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 approval by Client before being incurred, unless Client elects to reimburse CI after the fact.

Section 3.03. Invoicing. CI will invoice Client in arrears on a monthly basis on the first (1st) day of every month during the Term for the Services, starting April 1st, 2018. Invoices will be based on the actual time and expenses incurred during the preceding month. Time will be billed in increments of one-tenth (1/10th) of an hour. Each invoice shall detail the time spent by each CI employee and a reasonable description of the tasks performed. Payment of all services and expenses will be made within thirty (30) days of 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 3.06. Late Payments. Payments made after the payment terms are subject to a late payment penalty equal to an annual rate of twelve percent (12%) or the maximum rate allowed by law, whichever is less.

Section 3.07. 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. In addition, CI will give Client not less than 30 days prior written notice of any price increases for Services.

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.

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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; OR, RESPONSIBILITY FOR THE PROVISION OF ACCURATE CLIENT DATA BY CLIENT.

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. Client shall described in reasonable detail in such notice the Defective Services so that CI may properly correct such Defective Service. "Defective services" shall mean, for purposes of this Agreement any errors on the part of CI that result in the failure of the fundamental purpose of this Agreement which is the correction of information reported to and maintained by CALSTRS for individual employees of Client. CI shall re-perform such defective Services as soon as reasonably possible following notice from Client. If after re-performance of the defective Services, such defective Services are not corrected to Client's reasonable satisfaction, Client may elect to be reimbursed by CI for all amounts charged and paid for such defective Services. Client shall not be entitled for any amounts paid for Services that are not defective.

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 THE LIMITS OF CI'S INSURANCE AS REQUIRED TO BE MAINTAINED BY CI PURSUANT TO THIS AGREEMENT.

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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 Client as its agent. With 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 also means, 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.

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ARTICLE 8. OBLIGATIONS OF CLIENT

Section 8.01. Authorized Personnel. 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. 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. 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.

Section 8.04. 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' books and records, as well as with respect to investigations or inquiries into Client, its activities, operations and reports by any governmental authority.

Section 8.05. 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 hire.

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.

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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 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 shall indemnify each other and hold each other, and each other's officers, directors, employees, and 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.

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ARTICLE 12. INSURANCE

Section 12.01. CI represents and warrants that it carries the following insurance coverage summarized in Exhibit C attached hereto and incorporated by referenced. CI shall maintain such coverage for the duration of the term of this Agreement and shall provide Client evidence of such coverage on or before the commencement of the Services under this Agreement.

Client shall be named as an additional insured under said insurance policies. Such policies shall provide that Client shall be given thirty (30) day notice prior to the cancellation of any coverage.

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. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving 30 days written notice to the other party. Unless otherwise terminated as provided in this Agreement, this Agreement will continue in force.

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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. Upon the termination of this Agreement, CI shall return all materials provided to it by Client.

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 Los Angeles 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.

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- 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.

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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 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.

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FOLLOWS]

CI Initials:



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

MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION DBA MAGNOLIA PUBLIC SCHOOLS

Signed: _____

Name: _____

Title: _____

CHARTER IMPACT, INC.

By  _____
Spencer Styles, President & CEO

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EXHIBIT A
**SCOPE OF WORK: BUSINESS MANAGEMENT AND PAYROLL SERVICES &
DELIVERABLES**

Charter Impact Responsibilities

- 1) Download requisite reports from CALSTRS, Magnolia Public Schools per employee per month for the time period from and including fiscal year 2011-12 through and including fiscal year 2016-17. The schools operated by Magnolia Public Schools and covered by this Agreement are identified on Attachment 1 to this Exhibit A. The records of home office employees who are participants in STRS shall also be included in the scope of work covered by this Agreement.
- 2) Analyze the resulting data to identify errors by comparing payroll registers against the CALSTRS database.
- 3) Determine the correct salary amount per year that should have been reported using reports provided (or by analyzing pay trends where reports are not available).
- 4) Determine if there are any other earnings such as stipends that were incorrectly reported and require correction.
- 5) Create a tracking tool in Excel that reverses the incorrectly reported earnings using the identical coding that was initially reported. This process must be done separately by employee, by month.
- 6) Calculate the correct earnings to be reported per employee per month.
- 7) Prepare separate correction reports for each school by year.
- 8) Submit the reversing and corrected data for each month to Hess & Associates for conversion to LACOE format, then subsequently submit to LACOE for final submission through to CALSTRS.
- 9) Submit the reversing and corrected data for each month to Orange County Office of Education and Santa Clara Office of Education, as necessary.
- 10) Upon request by Client, fixing individual STRS adjustment requests. Charter Impact may charge additional fees based on the time spent on fulfilling such requests that shall not be subject to the cap identified in Section 3.01 of the Agreement.

Magnolia Public Schools Responsibilities

- 1) Provide Charter Impact a CALSTRS login that allows access to all schools requiring STRS corrections.
- 2) Provide copies of check registers for all periods being corrected including names and social security numbers for all employees.
- 3) Ensure staff with the most knowledge regarding employee pay/employee records are available to answer questions that may arise during the analysis of the information provided.
- 4) Approve any and all estimated calculations to be submitted where original payroll data is not available.

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ATTACHMENT 1 TO EXHIBIT A

SCHOOL NAME	CDS CODE	OLD CDS CODE
MSA 1 - RESEDA	19-10199-6119945	19-64733-6119945
MSA 2 - VALLEY	19-10199-0115212	19-64733-0115212
MSA 3 - CARSON	19-10199-0115030	19-64733-0115030
MSA 4 - VENICE	19-64733-0117622	N/A
MSA 5 - HOLLYWOOD	19-64733-0117630	N/A
MSA 6 - PALMS	19-64733-0117648	N/A
MSA 7 - VAN NUYS	19-64733-0117655	N/A
MSA 8 - BELL	19-64733-0122747	N/A
MSA - SAN DIEGO	37-68338-0109157	N/A
MSA - SANTA ANA	30-76893-0130765	N/A
PTS - ORANGEVALE	09-76596-0119529	N/A
PTS - SANTA ANA	09-76596-0119537	N/A
MSA - SANTA CLARA	43-10439-0120261	N/A
MSA-SAN DIEGO 2	01-61259-0106906	N/A

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**EXHIBIT B
HOURLY RATES**

Level	Rate
Clerk	\$75.00
Staff/Associate	\$112.50
Senior	\$131.25
Director	\$150.00
Executive	\$187.50

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