

Green Gate Enterprises
Consulting Services Agreement

This Consulting Agreement (the "Agreement") is entered into on July 1, 2024 by and between Green Gate Enterprises (the "Consultant") a Corporation, and Nord Country School (the "School").

The School and the Consultant agree as follows:

1. The Services

- a. Consultant shall provide to the School business services ("Consulting Services") as requested.
- b. Services provided under this contract include:
 - i. Budgeting: in partnership with School leadership, the Consultant will create and maintain the budget, prepare and submit the budget reports (Initial, First Interim, Second Interim, Unaudited Actuals), and prepare monthly financial reports for the board, which will include at a minimum, the multi-year projections, a budget versus actual comparison, cash flow, income statement, balance sheet, vendor payment report, and donations report.
 - ii. LCAP Support: in partnership with School leadership, the Consultant will ensure budget and LCAP agreement, assist in defining goals and actions, track spending and enter information regarding expenditures into DTS.
 - iii. Fund Accounting and Bookkeeping: the Consultant will create and maintain the accounting system using object and resource coding, track revenues and expenditures using this system, prepare and record monthly and closing journal entries, reconcile bank and credit card accounts monthly, process ASP payments and invoicing monthly, process accounts payable and accounts receivable weekly as items are submitted by the School. The Consultant will annually prepare 1099 forms for vendors meeting the requirements.
 - iv. Calpads: the Consultant will assist with SIS and Calpads reporting (Fall 1, Fall 2, EOY1 through EOY4) as well as help ensure accuracy of Direct Cert and FRPM information in both the SIS and Calpads.

- v. **Audit Support:** in partnership with School leadership, the Consultant will provide information and support to the Audit Team to ensure accurate and timely audited financial statements.
- vi. **Payroll:** the Consultant will process payroll based on the information provided by the School. The Consultant will provide forms which will summarize the information needed for the Consultant to produce accurate, on-time payroll and payroll reporting. Payroll taxes, quarterly reporting, retirement reporting, and W-2 forms will be prepared by the Consultant.
- vii. **Attendance Reporting:** the Consultant will review SIS information for accuracy and process attendance reports when due (P-1, P-2, and P-Annual).
- viii. **Other Reporting:** the Consultant will ensure timely compliance with multiple reporting requirements and systems, such as the ConApp, EDCOE SELPA fiscal and ADA reporting, CARES, ELO-G, and other miscellaneous fiscal reporting as needed.
- ix. **Other Services:** the School may occasionally identify special projects with which the Consultant can assist. Special projects requiring significant time will be identified in advance and charged at the hourly rate as identified below.

2. School Requirements

- a. It is the responsibility of the School to provide, in a timely manner, any required access to systems or information from systems that may be necessary for the Consultant's work (SchoolWise, Calpads, CNIPS, EDCOE Fiscal Portal, audit portals, etc).
- b. It is the responsibility of the School to provide timely, accurate, and complete information so that the Consultant can perform the work on schedule and on time.

3. Compensation and Payment Terms

- a. In consideration for the Consulting Services to be performed by the Consultant under this Agreement, the School will pay the Consultant \$75,000, which the Consultant will invoice monthly at \$6,250 per month.

- b. Special projects outside the typical scope of services will be billed hourly at the rate of \$130 per hour.
- c. Should any travel outside of Butte County be required during the course of providing services to the School, those expenses incurred during travel (such as mileage, meals, lodging, parking, and tolls) will be charged to the School.

4. Confidentiality

- a. In the course of performing Consulting Services, the parties recognize that Consultant may come in contact with or become familiar with information which the School may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate School personnel or their designees.

5. Term of Agreement

- a. This Agreement will commence on July 1, 2024 and will continue for one year unless otherwise terminated by the Consultant or the School. Termination, by either party, will require thirty (30) days prior written notice.

6. Limitation of Liability

- a. The Consultant shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused by the performance or nonperformance of the Consulting Services. The School agrees that, in the event the Consultant is determined to be liable for any such loss, Client's sole remedy against the Consultant is limited to a refund of payments made by the School for said Services, less expenses paid to subcontractors or third parties.
- b. The Consultant is not responsible for errors which result from faulty or incomplete information supplied to the Consultant by the School. The School also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suites by or against other parties. The Consultant shall not be liable to the School for any costs, damages or delays due to causes beyond its control, expressly including without limitation, unknown site characteristics, changes in policies, or changes in terms of services.

7. Entire Agreement

- a. This Agreement is the final, complete and exclusive Agreement of the Parties. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

8. Severability

- a. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, the remaining provisions of this Agreement shall remain in full force and effect.

9. Interpretation and Enforcement

- a. The Parties understand and agree that the construction and interpretation of this Agreement is governed by the laws of the State of California. In the event that either party must initiate legal action to enforce this Agreement, the Parties agree that the proper venue for such action shall be the courts of the State of California.

10. Signatures of All Parties Involved

- a. By their signatures below, the Parties hereby understand and agree to all terms and conditions of this Agreement.

The School
Name: _____
Company: _____
Signature: _____
Date: _____

The Consultant
Name: _____
Company: _____
Signature: _____
Date: _____