

**AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN
Illinois Prep
AND
CMO**

This AGREEMENT FOR MANAGEMENT SERVICES (“Agreement”) is entered into and executed as of 6-1-16, by and between SCHOOL, a STATE nonprofit public benefit corporation and Academics Arts and Action, a STATE nonprofit public benefit corporation (“CMO”), with respect to the following facts:

A. SCHOOL is a STATE nonprofit public benefit corporation organized under STATE law for public and charitable purposes. SCHOOL operates STATE public charter schools.

B. SCHOOL’s charitable purposes specified in its Articles of Incorporation are to manage, operate, guide, direct, promote, support, and hold charters or contracts for one or more public charter schools, and such other educational activities.

C. In addition to the charitable purposes specified in its corporate Bylaws, SCHOOL has also historically been performing additional charitable functions, which include the promotion, expansion and replication of the SCHOOL model by creating and opening new SCHOOL, and support of other schools that provide education based on the SCHOOL model.

D. CMO is a STATE nonprofit public benefit corporation organized under STATE law for public and charitable purposes, including to promote, support, benefit, replicate, and carry out the purposes SCHOOL and other public charter schools or other educational programs, and to perform the additional charitable functions of promotion, expansion and replication of the SCHOOL model and to perform the additional charitable functions SCHOOL has historically provided, as described above.

E. CMO is the Sole Statutory Member of SCHOOL, as defined in Section 5056 of the STATE Corporations Code.

F. CMO and SCHOOL desire to enter into this Agreement so that CMO may perform the charitable functions historically provided by SCHOOL, as well as provide SCHOOL with day-to-day school management support, programmatic support services, staff development and supervisory oversight, and other services as such services may be requested by SCHOOL from time to time and are mutually agreed upon by CMO and SCHOOL in writing.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES.

1.1. CMO shall provide educational services and support, including the staff necessary to provide this support, to existing and new SCHOOL so that they operate in a manner

consistent with the terms of their Charters and agreements with authorizers. These services shall include, but are not limited to:

1.1.1. Educational Information technology services (telco, internet/network, printing, etc.) and technical help desk services to the SCHOOL to aid in the delivery of teaching and learning;

1.1.2. Development and provision of standards for appropriate technology systems and oversight of use while providing technical assistance;

1.1.3. Educational Design and implementation of school educational leadership development program for principals, as well as day-to-day principal training, coaching and support, and assistance to principals in developing and implementing the professional development programs for teachers;

1.1.4. Administration, licensing, development and management of SCHOOL educational curriculum, instructional model, strategies, classroom structure and behavior management methods;

1.1.5. Coordination with real estate and financial consultants to identify facilities for SCHOOL, negotiation and execution of financing for lease and/ or purchase of facilities;

1.1.6. Management of all SCHOOL facilities and real estate, including all facility operations, maintenance, inspection, security, repairs and improvements, coordination of maintenance schedule and staff, development and updates of facility safety and emergency procedures, retention of facility records, and coordination of facility inspections as necessary;

1.1.7. Assistance in procurement of educational grants, startup funding and operational funding up to the third year of operation for new SCHOOL, assistance in researching and securing grants to support the SCHOOL

1.1.8. Assistance in drafting, review and revision of charter petitions, as necessary, to reflect SCHOOL core principles of best practices in instruction and financial management, tailored to reflect specific community needs, needs of authorizing district, key leaders, community-based organizations in target communities, and educators;

1.1.9. Startup assistance for new SCHOOL including educational program planning, ordering textbooks and supplies, initial baseline educational student assessments.

1.1.10. Development of marketing strategies, management of public relations, community outreach to parents and community members through local organizations in target communities, and oversight of all SCHOOL local community relationship building and political advocacy;

1.1.11. Identification, recruitment and training of educational leaders to operate SCHOOL charter schools, assistance in development of a pool of highly qualified teachers for SCHOOL to use for teacher hiring;

1.1.12. Oversight and technical assistance with SCHOOL hiring and firing, legal compliance and certification of required credentials;

1.1.13. Oversight of SCHOOL special education programs to ensure compliance with applicable laws;

1.1.14. Assistance with development of emergency procedures, food program, health services and authorizer relations;

1.1.15. Procurement of educational vendors to generate economies of scale in purchasing products and services for SCHOOL

1.1.16. Assistance in retention of appropriate legal counsel, as well as liability, property and professional insurance policies;

1.1.17. Administration, licensing, development and management of SCHOOL education arts, service, community or other programs and projects;

1.1.18. Assistance to ensure SCHOOL compliance with applicable local, state and federal laws, regulations, financial standards, and reporting requirements;

1.1.19. Development, coordination and presentation to SCHOOL Board of recommended educational school policies and procedures, both operational and financial.

1.1.20. Provision of other programmatic and educational support services, staff, teacher and administrative services, supervisory oversight, and other duties as requested by the SCHOOL board of directors.

1.1.21. Provision of educational curriculum, and curriculum training and professional development for teachers for the SCHOOL program.

1.2. CMO shall also perform some charitable functions historically performed by SCHOOL, including the promotion, expansion and replication of the SCHOOL model by creating and opening new SCHOOL and support of other schools that provide education based on the SCHOOL model.

1.3. When needed SCHOOL may lease out the staff, teachers, administrators and support staff for an additional fee not included under this agreement.

2. COMPENSATION

2.1. As compensation for the educational and support services, as well as the promotion, expansion and replication of the SCHOOL model, all described in Section 1 above, SCHOOL agrees to pay CMO twelve (12) percent of the revenue of each SCHOOL school. The

“revenue of each SCHOOL school” shall include the general purpose entitlement and categorical block grant as defined in Education Code section 47632(a) and (b).

2.2. CMO shall invoice SCHOOL every month for services performed. SCHOOL shall submit payment to CMO within twenty (20) calendar days of the deposit by the State with the County Treasurer of the state aid portion of the SCHOOL total general purpose entitlement and categorical block grant.

2.3. In addition to the services described in section 2 above, CMO shall provide SCHOOL with a complete “track A” educational program, including the staff necessary to provide day to day operations and administration of all educational, teaching and curriculum aspects of “Track A”. As compensation for the “Track A services, SCHOOL agrees to pay CMO a fee of Three Hundred and Seventy Five (\$375) per student, per year for each student who is enrolled in the Track A program.

3. TERM.

3.1 This Agreement shall commence upon approval of the charter school and shall continue for as long as the school operates. This Agreement shall automatically renew at the end of this term, and for consecutive successive terms, on the same terms and conditions herein, unless terminated by either party in accordance with Section 3.2 below.

3.2 This Agreement may be terminated by either SCHOOL or CMO upon one hundred twenty (180) days prior written notice to the other party, with or without cause.

4. LIABILITY.

4.1 Insurance.

4.1.1 SCHOOL will maintain customary and reasonable insurance, including coverage for professional liability for errors or omissions and/ or directors and officers, comprehensive general liability coverage, and automobile liability coverage. SCHOOL will name CMO as an additional insured under all SCHOOL policies.

4.1.2 CMO will procure and maintain customary and reasonable insurance, including coverage for professional liability for errors or omissions and/ or directors and officers, comprehensive general liability coverage, and automobile liability coverage.

4.1.3 Each party is responsible for obtaining and maintaining workers’ compensation coverage and unemployment insurance for its employees.

4.2 It is the intent of the parties that SCHOOL be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on CMO any liability arising out of the operations of SCHOOL except such liability that may result from the provisions of services by CMO to SCHOOL.

4.3 The parties agree to defend, indemnify, and hold each other, their employees, officers, directors and agents, free and harmless against any liability, loss, claims, demands, damages, expenses and costs (including attorneys’ fees, expert witness fees, and other

costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other party.

5. NOTICE.

All notices, requests, offers or demands or other communications (collectively “Notice”) given to or by the parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if personally served on the party to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the party to whom Notice is to be given, at such party's address set forth below:

For SCHOOL:

Attn: _____

For CMO:

Attn: _____

6. FIDUCIARY OBLIGATIONS.

The Boards of Directors for each party has reviewed the scope of services and compensation provided in this Agreement in good faith, and in a manner in which they believe to be in the best interests of their respective organizations, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and have determined that the services contained herein are in the best interests of SCHOOL, and that the compensation to be paid by SCHOOL to CMO for said services is fair and reasonable.

7. HEADINGS.

The descriptive headings of the Sections and paragraphs of this Agreement are inserted for convenience only, are not part of this Agreement, and do not in any way limit or amplify the terms or provisions of this Agreement.

8. ASSIGNMENT.

No party shall assign this Agreement, any interest in this Agreement, or its rights or obligations under this Agreement without the express prior written consent of the other party hereto. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.

9. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the parties with respect to such subject matter made or entered into prior to the date of this Agreement.

10. AMENDMENTS.

No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties.

11. WAIVER.

No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

12. CONTROLLING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of STATE .

13. ATTORNEYS' FEES.

In the event any action at law or in equity or other proceeding is brought to interpret or enforce this Agreement, or in connection with any provision of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and other costs reasonably incurred in such action or proceeding.

14. ARBITRATION.

Any controversy or claim arising out of this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

15. AUTHORITY TO CONTRACT.

Each party warrants to the other that it has the authority to enter into this Agreement, that it is a binding and enforceable obligation of said party, and that the undersigned has been duly authorized to execute this Agreement.

16. ENFORCEMENT.

If any provision of this Agreement is invalid or contravenes STATE law, such provision shall be deemed not to be a part of this Agreement and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ACADEMICS ARTS AND ACTION:

SCHOOL:

By: _____

By: _____

Its: _____

Its: _____

Address: _____

Address: _____

Date: _____

Date: _____

**ADENDUM AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN
THE ACADEMIES OF SCIENCE, TECHNOLOGY, ENGINEERING, ARTS
AND MATHMATHEMATICS, dba UPLIFT CALIFORNIA
AND
CMO**

17. ADDITIONAL SERVICES.

17.1. The following additional services shall be provided for the fee basis listed:

- Marketing Services with additional fees per the fee schedule
- Virtual office and administrative services with additional fees per the fee schedule
- Calpads and state reporting with additional fees per the fee schedule
- Accreditation services with additional fees per the fee schedule
- Educational Services as needed
- Benefits and Retirement Administration per school
- Website Creation, Development & Maintenance
- Student & Staff Information Technology Services
- Email and Server services and support

- Instructional Services as needed

Fee Schedule:

The fee schedule below supports item 1.1 and provides a sliding scale of fees for the relevant services provided to the school.

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17.2. In addition to the services described in section 2 above, CMO shall provide SCHOOL with a complete “track A” educational program, including the staff necessary to provide day to day operations and administration of all educational, teaching and curriculum aspects of “Track A”. As compensation for the “Track A services, SCHOOL agrees to pay CMO a fee per student, per year for each student who is enrolled in the Track A program.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

ACADEMICS ARTS AND ACTION:

Uplifit STATE:

By: _____
Its: _____

By: _____
Its: _____

Address: _____

Address: _____

Date: _____

Date: _____