EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

DATED

[MONTH, DAY, YEAR]

BETWEEN

ESI SERVICE CORP.

AND

EARLY CAREER ACADEMY, INC.

_____, 2014

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This **EDUCATION PRODUCTS AND SERVICES AGREEMENT** ("Agreement") is made and entered into this ____ day of ____, ____ by and between **ESI Service Corp.**, a Delaware Corporation ("ESI") and wholly owned by ITT Educational Services, Inc. and **Early Career Academy, Inc.**, a non-profit education corporation holding a charter from the Arizona State Board for Charter Schools (the "Charter School") (individually a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Charter School has requested or secured authorization from the Arizona State Board for Charter Schools ("Authorizer") to operate a charter school pursuant to ARS § 15-183

WHEREAS, ESI has a proven record of providing innovative educational products and services to students pursuing a higher education degree and successfully managing the day-to-day operation of educational programs, including but not limited to providing the "Educational Products and Services" as defined in Section 1.12 below;

WHEREAS, the Charter School desires to contract with ESI to provide such Educational Products and Services, and ESI desires to contract with the Charter School to provide such Educational Products and Services; and

WHEREAS, the Charter School and ESI are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and Products of Educational Products and Services by ESI on behalf of the Charter School.

NOW THEREFORE, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. <u>Definitions</u>.

1.1 **"Academic Year"** shall mean the school year as defined by the School Calendar (as defined in Section 1.20).

1.2 **"Administrative Staff"** shall include the employees of ESI holding the positions described in Section 3.4.

1.3 **"Affiliate"** shall mean any entity controlling, controlled by, or under common control with, ESI. ITT Educational Services, Inc. and its affiliates shall be deemed Affiliates of ESI.

1.4 **"Authorizer"** shall mean the Arizona State Board for Charter Schools

1.5 **"Budget"** shall mean the operating budget for the Charter School, as approved by the Charter School Board according to the provisions of Section 9.

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1.6 **"Charter"** shall mean the authorization to operate a Charter School granted by the Authorizer that specifies the Charter School's mission, program, goals, students served, methods of assessment, ways to measure success, or any such other provisions allowed or required by the Charter School Law. The terms of this Agreement shall be subject to the Charter, which is incorporated here by reference. Any conflict between the Charter and this Agreement shall be reconciled in favor of the Charter.

1.7 **"Charter School Board"** shall mean the Board of Directors of the Charter School.

1.8 **"Charter School Law"** shall refer to ARS § 15-183 *et seq*., and relevant state statutes and regulations.

1.9 "**Career Academy Counselors**" shall mean employees who perform the responsibilities described in Section 3.6(e).

1.10 **"Confidential Information"** shall have the meaning set forth in Section 10 of this Agreement.

1.11 **"Course(s)"** shall be comprised of a set of lessons and assessments including both Tangible Instructional Materials and Intangible Instructional Materials (as defined in Sections 2.1 and 2.2, respectively) that shall meet the educational content or other standards established by the State of Arizona in order to be recognized for high school credit in grades 11-12.

1.12 **"Educational Products and Services"** shall mean, collectively, the Educational Products described in Section 2 and the Educational Services described in Section 3 below.

1.13 **"Eligible Students"** shall have the meaning set forth in Section 5 of this Agreement.

1.14 **"Enrolled"** shall apply to a Student (as hereinafter defined) who: (a) has completed all of the requirements for admission to the Charter School; (b) has been notified of his/her acceptance by the Charter School; (c) has not been expelled or withdrawn from the Charter School; (d) has not enrolled in another full-time public or private school; and (e) for whom the enrollment requirements of the Charter School have been met.

1.15 **"Facility"** means the building from which educational services are provided to Students. The Facility shall also house the administrative offices of the Charter School.

1.16 **"Instructional Materials"** shall mean, collectively, the Tangible Instructional Materials, described in Section 2.1, and the Intangible Instructional Materials, described in Section 2.2 below.

1.17 **"On-Site Teachers**" are Teachers employed in accordance with the terms of the Charter and in connection with the provision of Educational Products and Services pursuant to the terms of this Agreement. On-Site Teachers typically provide face-to-face instruction at the Facility.

1.18 **"Parent/Guardian"** shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student's parent or legal guardian, or the Student if over 18 or legally emancipated.

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1.19 **"Performance Review"** shall mean a review of ESI's performance under this Agreement, conducted at the Charter School Board's discretion, the design, performance criteria, and the methodology which shall be developed by the Charter School Board in consultation with ESI.

1.20 **"School Calendar"** shall be the days when the Educational Services under this Agreement will be delivered to Students and Teachers, as defined by the School Handbook. ESI will operate on the days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance during scheduled school holidays to the extent permitted under Arizona law. The School Calendar for each Academic Year is subject to prior approval by the Charter School Board and shall meet any regulatory requirements for days and hours of instruction required by law or regulation.

1.21 **"School Handbook"** shall mean the set of policies, rules and guidelines that are to be followed by Students.

1.22 **"Special Needs Students"** shall mean Students who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended ("IDEIA"), or Section 504 of the Federal Rehabilitation Act of 1973.

1.23 **"Student"** shall mean a person who is Enrolled in the Charter School.

1.24 **"Student Records"** shall mean those "educational records," as defined in the Family Education Rights and Privacy Act ("FERPA"), 20 USC 1232g(a)(4)(A), which the Charter School or ESI is required to retain in accordance with state law.

1.25 "**Teachers**" are persons employed to provide educational instruction to Students.

1.26 **"Term"** shall have the meaning set forth in Section 6 of this Agreement.

2. Educational Products to be Provided by ESI.

During the Term, ESI shall provide or cause to be provided to the Charter School the following Educational Products at the prices set forth in Section 9, which may be adjusted from time-to-time upon the mutual written agreement of both Parties:

2.1 Tangible Instructional Materials. A non-exclusive, non-transferable, royalty-free sub-license to use tangible educational materials, which may include items such as textbooks, novels, science kits, and other tangible educational materials provided during each applicable Academic Year during the Term of this Agreement ("Tangible Instructional Materials"). The Charter School acknowledges and agrees that ESI, its Affiliates, and/or their vendors, or both, are the sole owners of the Tangible Instructional Materials and that any payments to ESI for the use of the Tangible Instructional Materials shall be solely for the applicable Academic Year for each Student and/or Teacher who receives Tangible Instructional Materials in connection with the provision by ESI of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership rights by ESI to the Charter School, the Authorizer, the Students, or Teachers of the Tangible Instructional Materials. All right, title, and interest in and to the Tangible Instructional Materials and any content contained in the Tangible Instructional Materials, including,

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but not limited to, copyright, patent, trade secret, and trademark rights will remain with ESI, its Affiliates, and/or their vendors, or both, as the case may be. ESI shall have the right to recover any reusable Tangible Instructional Materials at the conclusion of each Academic Year or when the Student is no longer Enrolled, whichever is sooner. ESI may invoice Students for any Tangible Instructional Materials that are not returned, unless prohibited by applicable law. ESI and the Charter School shall cooperate to ensure that Tangible Instructional Materials are, to the extent possible, recovered, and that no Student or Parent/Guardian retains or obtains ownership of any such Tangible Instructional Materials. To the extent that any Tangible Instructional Materials are listed in the Charter School's Program Guide as being available in both physical and electronic form, ESI may provide either version.

2.2 Intangible Instructional Materials. A non-exclusive, non-transferable, royalty-free, sub-license to use intangible educational materials that may include items such as online lesson content, lesson plans, and other intangible educational materials included in any Courses listed in the Charter School's Program Guide during each applicable Academic Year during the Term of this Agreement ("Intangible Instructional Materials"). The Charter School acknowledges and agrees that ESI, its Affiliates, and/or their vendors are the sole owners of the Intangible Instructional Materials and that any payments to ESI for the use of the Intangible Instructional Materials shall be solely for the applicable Academic Year, for each Student or Teacher who receives Intangible Instructional Materials in connection with the provision by ESI of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership by ESI to the Charter School, the Authorizer, the Students or Teachers of the Intangible Instructional Materials. All right, title, and interest in and to the Intangible Instructional Materials and any content contained in the Intangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with ESI, its vendors, or both, as the case may be.

2.3 Computer Hardware and Software. ESI shall provide the Charter School with: (a) such computer hardware, software, or both, that shall meet or exceed any specifications in the Charter or required by law, for each Student who Enrolls, and (b) any hardware, software, or both, required by Administrative Staff or Teachers (collectively "Hardware and/or Software"). Any Hardware and/or Software provided by ESI to the Charter School or a Student will be the exclusive property of ESI or its contractors and will be returned within a reasonable period of time after the termination of this Agreement or when the Student to whom such Hardware and/or Software was provided is no longer Enrolled, whichever is sooner. The Hardware and/or Software may be updated from time-to-time at the discretion of ESI. To the extent that such Hardware and/or Software are not recovered, ESI may invoice Students, unless prohibited by law for any Hardware and/or Software not returned. ESI and the Charter School shall cooperate to ensure that such Hardware and/or Software provided by ESI is, to the extent possible, recovered and returned to ESI, and agree that no Student, Parent/Guardian, Administrative Staff, or Teacher obtains ownership of any such Hardware and/or Software.

2.4 Office Products and Supplies. ESI to provide office supplies, office equipment, furniture, and office-related products. The Charter School acknowledges and agrees that ESI, its Affiliates and/or their vendors are the sole owners of any such Office Products and Supplies and this Agreement does not constitute a transfer by ESI to the Charter School of such Office Products and Supplies provided under this Agreement. To the extent that the Charter School does not obtain such Office Products and Supplies as described in this Section from ESI, then the Charter School shall be responsible for providing them at its

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own cost. Any Office Products and Supplies purchased by the Charter School shall remain the property of the Charter School in the event of termination of this Agreement.

3. Educational Services.

During the Term, ESI shall provide or cause to be provided to the Charter School the following Educational Services for the fees set forth in Section 9, which may be adjusted from time-to-time upon the mutual written agreement of both Parties.

3.1 Relationship Manager. One or more employees of ESI shall act as the relationship manager, with responsibility for working with the Charter School to evaluate instructional and programmatic offerings and activities, identify and resolve problems, issues and challenges that may arise, and to make recommendations regarding more effective coordination and collaboration between the Parties.

3.2 Assessments. ESI shall provide and administer a series of assessments to Students to gauge mastery of core concepts and other quantitative and qualitative assessments that will vary based on the grade and the Student's progress in a manner as shall be mutually agreed upon by the Charter School Board and ESI, shall prepare at least quarterly Progress Reports for each Student, and shall provide any other methods of Student assessment required by the Charter.

3.3 Standardized Tests. All Students shall be required to participate in the State of Arizona's standardized tests to the same extent as students enrolled in any other Arizona public school. ESI shall establish and administer the procedures necessary for the delivery of such tests and shall provide to the Charter School Board information concerning the performance of Students in the testing program as allowed by applicable laws

3.4 Administrative Staff.

(a) Executive Director. ESI shall employ a person who shall be designated as the "Executive Director" of the Charter School. The Charter School Board shall have the right to review and approve ESI's selection of the Executive Director. ESI may terminate the Executive Director at any time without the approval of the Charter School Board or the Charter School Board's designee.

(b) Other Clerical or Support Administrative Positions. ESI may also employ one or more individuals in clerical or support positions as may be required to support school operations. Such individuals may be employed in a full-time capacity or contracted for a percentage of their time specifically serving the Charter School. If such an individual is serving the Charter in a part-time capacity, compensation will be set by dividing the individual's salary and benefits by 40 hours per week for 52 weeks per year and then allocating that hourly rate by the number of hours specifically serving the Charter School.

(c) Responsibility. The Executive Director shall work to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to, reporting regularly to the Charter School Board, supervising administrative personnel, inspiring Teachers to teach and inspiring Students to learn. The Teachers shall report to the Executive Director or such individual as shall have been designated by him or her, and the Executive Director shall be subject to oversight by the Charter School Board. The

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Executive Director shall comply with ESI practices and protocols in the delivery of the Educational Services and shall report to ESI as to the operation of the Charter School.

(d) Review and Replacement of Executive Director. The Charter School Board shall participate annually in ESI's evaluation of the Executive Director. The Charter School Board shall have the right to request that ESI replace the Executive Director in the event that the Charter School Board is dissatisfied with his or her performance and so notifies ESI in writing. Upon such written request, ESI shall promptly take steps to replace the Executive Director. If the Executive Director's position becomes open, due to termination or otherwise, ESI's selection of the replacement Executive Director must be reviewed and approved by the Charter School Board. Any replacement of the Executive Director will be done so as to minimize the disruption to Students.

(e) Career Academy Counselors. ESI may also employ one or more individuals as Career Academy Counselors. Career Academy Counselors shall be responsible for non-instructional aspects of the Student's program that contribute to a Student's success, including but not limited to monitoring Student attendance, monitoring Student progress, encouraging Students to complete assignments and turn in work, communicating with parents and notifying Teachers when Students are struggling or experience academic or personal issues that might inhibit academic achievement, mentoring and tutoring Students under the supervision of Teachers and the Executive Director.

3.5 Teaching Staff.

(a) Employment of Teachers. ESI shall be responsible for recruiting, training, and assigning Teachers. ESI and the Executive Director will have all day-to-day responsibility for the selection, supervision, oversight, discipline and dismissal of the Teachers. Compensation for all Teachers shall be set by ESI.

(b) Teacher Performance and Conduct. The Charter School Board may, at any time, request that the Executive Director promptly investigate and take action to address any complaints or concerns regarding the performance or conduct of any Teacher. The Executive Director shall provide a prompt report to the Charter School Board and ESI on any and all actions taken in response to such a request. In the event the Executive Director fails to take timely action to respond to the complaints or concerns raised and make a report, or in the event the actions taken by the Executive Director are deemed inadequate, the Charter School Board may require the removal or replacement of a Teacher within sixty (60) days of any written request or immediately upon written notice in the event the Charter School Board believes there is a risk of any illegal conduct, or a risk to the health or safety of any Student, and so notifies ESI in writing.

3.6 Contracted Services. ESI shall provide human resources services including, but not limited to, recruiting, payroll, (including, but not limited to, paying the Administrative Staff and Teaching Staff directly, and collecting and remitting taxes), benefits administration, supervision and liability insurance. ESI agrees to require employees, prospective employees and independent contractors, whose responsibilities include having ongoing physical contact with Students, to undergo background checks that meet or exceed the background checks required by Charter School of its similarly situated employees and to otherwise meet any other applicable legal requirements. For purposes of this Section 3.6, third parties, such as facility and IT maintenance and repair personnel, and delivery persons, such as vending machine operators, couriers and

U.S. post office personnel, whose job responsibilities may bring them into intermittent and sporadic contact with Students, and which contact is incidental to said job responsibilities shall not be deemed to have ongoing contact with Students. Notwithstanding, ESI will exercise proper oversight of such third parties to limit any individual student from being in contact with such third parties without supervision from an appropriate ESI employee.

3.7 Instructional Staff Support and Development. All Teachers will receive access to all Instructional Materials supplied to Students, as necessary to conduct their teaching responsibilities. Teachers and Administrative Staff will be trained in the ESI protocols. In addition, continuing professional development will be provided as required to support the delivery of the Educational Services and shall be sufficient to allow Teachers to comply with applicable Arizona statutes and regulations that specify professional development requirements.

3.8 Educational and Financial Records. ESI shall provide maintenance of educational and financial records in accordance with state, local and federal requirements. ESI shall maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations, and pursuant to the confidentiality provisions set out in Section 10 of this Agreement. ESI shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations. All Student Records, as well as educational and financial records shall remain the property of the Charter School, subject to inspection and copying under the Arizona Access to Public Records Act. All such records shall be maintained and housed at the administrative offices of ESI. ESI may retain a copy of such records subject to the confidentiality requirements of this Section.

3.9 Services to Special Needs Students. ESI and the Charter School shall work together to ensure compliance with applicable laws and regulations concerning services to Special Needs Students. On behalf of the Charter School, ESI shall be responsible for ensuring the provision of necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with all applicable laws.

3.10 School Facilities and Services.

(a) ESI will provide and maintain in good working order a school Facility, which will include learning spaces for students and offices.

(i) The facility provided and managed by ESI shall meet all legal requirements for school facilities.

(ii) Any use of the Facility during hours when the Charter School is not in session is permitted.

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3.11 Financial and Other Reporting. ESI will provide treasury and accounting reports to the extent not provided by the third-party bookkeeping firm engaged by the Charter School Board for all ESI activities under this Agreement, and for any other Charter School activities as may be reasonably requested by the Charter School or Charter School Board. ESI will be responsible for providing to the Charter School Board any such reports as are required by law, regulation, or the Charter and will assist in providing any information required by the Authorizer, Charter School, Arizona Department of Education or its auditors to the extent that it has the information as the Charter School Board will engage a third party bookkeeping firm and an auditor. Information on the performance of the Charter School and its Students shall be provided to the Charter School Board, as required by this Agreement or upon request after reasonable advance notice to enable the Charter School Board to monitor ESI performance. ESI specifically acknowledges its responsibility to make information concerning the operation available to the Charter School Board in order to enable it to fully satisfy its obligations under the Charter. ESI shall also respond to requests for public records, subject to the ultimate control of the Charter School Board. Financial and other data for the Charter School will be maintained in such a manner as to ensure that all school financial and other data can be made available in compliance with all applicable laws. Such financial and other data will be available to the Charter School Board upon request.

3.12 Management of Hardware and/or Software. ESI shall provide for the management of such Hardware and/or Software that the Charter School leases from ESI. In the event that the Charter School purchases its own Hardware and/or Software, it shall separately contract with ESI for the management of such Hardware and/or Software, unless the Charter School agrees in writing to provide management services comparable to those provided by ESI and to assume all liability related to any failure by the Charter School to provide such management services.

3.13 Management of Instructional Materials. ESI will provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

3.14 Accountability Plan. ESI shall be responsible for ensuring the Charter School meets the performance criteria outlined in the Accountability Plan referenced in the Charter.

3.15 Other Management Services. ESI will provide the administrative support necessary to deliver the Educational Products and Services (as described in Sections 2 and 3, respectively) for which it will be entitled to a management fee as defined in Section 9. ESI will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement to the Fee Schedule described in Section 9, subject to the Charter School Board's prior review and approval. Such changes approved by the Charter School Board may be added as an addendum to this Agreement.

3.16 School Meals. ESI will supply and provide school meals to students attending the Charter School. Such meals shall be a reimbursable expense per the Fee Schedule.

3.17 Non-delegable Duties. Notwithstanding anything to the contrary in this Agreement, if any service, responsibility, duty, power or authority delegated to ESI pursuant to this Agreement may not be so delegated under applicable law, such delegation shall be null and void and the Parties shall adjust the financial terms of this Agreement accordingly.

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3.18 Other. ESI will be responsible for providing such other services not specifically described herein but which are required by the Charter. ESI will have the right to add applicable charges for any new or additional services not previously provided for under this Agreement or the Fee Schedule described in Section 9 with the prior written approval of the Charter School Board. To the extent that any of the terms, conditions, or provisions of the Charter conflict or are inconsistent with the provisions of any other paragraph or section of this Agreement, whether or not such inconsistency is expressed or noted herein, the provisions of such other section or paragraph of such Charter shall in all instances prevail over the provisions of this Agreement, subject to adjustment of the Fee Schedule to account for any new or additional services not covered by the Fee Schedule.

3.19 Procedures to Monitor and Oversee the EMO. The Charter School Board shall create procedures to monitor and oversee the EMO. Such procedures shall include a review of services provided by ESI under this Agreement.

4. Services Provided to ESI by the Charter School.

4.1 Compliance with Law and Regulation. The Charter School and the Charter School Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter, conducting all required Charter School Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's bylaws.

4.2 Insurance. The Charter School shall comply with any insurance provisions as set forth in Section 13.

5. Eligible Students.

5.1 Admission Requirements. Any person qualified under the laws of Arizona for admission to a public school for the grades level it serves is eligible to become a Student under this Agreement subject to any applicable limitations in law or regulation and subject to verification of his/her residency or other requirements established by law or regulation. ESI will not charge tuition and shall not charge any other fees unless approved by the Charter School Board and allowable under Arizona law.

5.2 Number. The Charter School Board may establish a maximum number of Students to be enrolled during each Academic Year and ESI shall not exceed that number without specific approval from the Charter School Board and the Authorizer, if applicable. In addition, ESI may limit the number of Students in each grade served under this Agreement to conform to the Budget and lottery policy allowable under the Charter approved by the Authorizer.

5.3 Priority. ESI agrees to follow the admissions preferences as laid out in the Charter and school policy adopted by the Charter School Board, including any policy or procedures for conducting a lottery. Any limit on the number of Students who may enroll shall be communicated to interested parents and Students prior to their enrollment, including any procedure for conducting a lottery. Once Enrolled, Students will not be required to reapply in subsequent Academic Years, but will need to complete information confirming their intent to return, in accordance with the terms of the School Handbook.

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5.4 Recruiting and Community Education. ESI will be responsible for developing a plan for periodic community informational meetings and correspondence as required to recruit Students and to inform other interested parties about the Charter School.

5.5 Public Website. ESI shall maintain a public web site on behalf of the Charter School that will contain any information required by the Charter School Law.

5.6 Enrollment. The Charter School delegates to ESI responsibility for accepting Students into the Charter School. However, the Charter School has no responsibility to pay ESI for any Students it admits who are not eligible. ESI shall maintain a list of the Enrolled Students on behalf of the Charter School and shall provide such list to the Charter School Board promptly upon request.

5.7 Full-time Status. Students shall be permitted to enroll in the Charter School exclusively on a full-time basis. Dual or part-time enrollment will not be permitted except by prior written agreement by ESI and the Charter School, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.

5.8 Disenrollment. A Student may withdraw from the Charter School at any time during the Academic Year. Only to the extent permitted by Arizona law, Students who do not comply with the terms of the School Handbook may also be withdrawn. ESI will use its reasonable best efforts to collect any information required by law or regulation concerning a previously Enrolled Student's next school. ESI will report on the status of withdrawals to the Charter School Board at each regularly scheduled Charter School Board meeting or whenever requested by the Charter School Board. ESI will be responsible for reimbursing any state and federal funds that it has received to the extent funding is disallowed as a result of a Student's withdrawal.

6. Term and Termination.

6.1 Initial Term. The term of this Agreement shall commence upon the Effective Date and shall expire on the earlier of _____ ____, 2019 or five years (the "Initial Term").

6.2 Renewal. Upon expiration of the Initial Term, this Agreement may be renewed for an additional term of five years or such other renewal period agreed upon by the Parties and allowed by applicable law, unless either Party provides the other Party with written notice of its intent not to renew no later than six (6) months prior to the Term expiration date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the "Term".

6.3 Early Termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:

(a) By both Parties if they mutually agree in writing to the termination;

(b) By either Party, if one Party materially breaches this Agreement and fails to cure such breach within ninety (90) days following written notification of such breach from the other Party;

(c) By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Authorizer as required by applicable Arizona law and regulation;

(d) By the Charter School, if the Charter School Board determines at the end of an Academic Year that the Educational Products and Services do not meet the requirements for a charter school, as defined by applicable laws and regulations, but only if ESI is unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements;

(e) By the Charter School, if the Charter School Board determines, after a Performance Review, in the Charter School's sole reasonable discretion, that this Agreement should be terminated for failure to perform, but only if ESI is unable to cure such deficiency after being given reasonable notice thereof specifying in detail the deficiency and the opportunity to cure any alleged deficiency in performance.

(f) By the Charter School if it is determined the Agreement (i) jeopardizes the Charter School's or Charter School's tax-exempt/non-profit status, (ii) creates adverse tax consequences for Charter School, or (iii) otherwise causes Charter School to be in violation of applicable law and the Parties fail to negotiate amendments to the Agreement that would result in the basis for termination under this subsection 6.3(f) to no longer exist; and

(g) By ESI at any time for any reason upon giving 120 days prior notice.

6.4 Notice of Termination. In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than April 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year except if such termination is the result of Sections 6.3(b), (c), (e), (i) or (j).

6.5 Obligations on Termination. In the event this Agreement is terminated by either Party for any reason:

(a) ESI shall assist and cooperate with the Charter School in the transition of the provision of Educational Products and Services from ESI to the Charter School, or another service provider, so as to minimize the disruption to the Students, it being the intention that the Charter School shall remain open and operating in its normal course.

(b) Each Party will promptly (not later than thirty (30) days after the effective date of termination) return to the other Party all Confidential Information, property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;

(c) All access to the Educational Products and Services by the Charter School shall be discontinued;

(d) ESI shall provide to the Charter School copies of all Student Records not otherwise in the Charter School's possession at no additional cost; and

(e) The Charter School shall pay ESI all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination.

7. Representation Regarding Non-discrimination.

ESI, the Charter School and the Charter School Board will not discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by applicable law.

8. Health and Safety.

8.1 ESI specifically acknowledges that it shall not do anything to interfere with the Charter School's compliance with the following standards regarding health and safety:

(a) Reporting child abuse or neglect of which it has reasonable suspicion, as required by state law;

(b) Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco on school grounds or at school events; and

(c) Complying with all state immunization laws.

9. Financial Terms.

9.1 Payments. The following shall represent the financial responsibilities between the Parties.

(a) As compensation for the Educational Products and Services provided by ESI under this Agreement, ESI and the Charter School shall negotiate in good faith a schedule of fees (the "Fee Schedule") for each year of the Term that shall apply to the following Academic Year. Upon the approval of such Fee Schedule by the Charter School Board, the Parties acknowledge and agree that the amounts are reasonable, necessary and fair market value compensation for the services rendered under this Agreement. To the extent that the Fee Schedule includes any fees that are based on a "percentage of revenue," such fees shall be assessed against funds received by the Charter School from all governmental sources received by the Charter School from whatever source, whether from state, local, or federal government agencies, including but not limited to Title 1 funds, grants, income, or other funding sources (the "Revenues" and together with all Revenues in a given Academic Year, collectively, "Total Revenues").

(b) The Parties may agree to have ESI act as its payment agent for various other expenditures not included in the Fee Schedule. ESI will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.

(c) ESI will invoice the Charter School monthly according to the Fee Schedule. Payment will be due within thirty (30) days of receipt. ESI may charge interest at the lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Arizona law, for any invoices paid more than sixty (60) days late unless such failure to pay is the result of funds being withheld from the Charter School due to a failure by ESI to perform under the terms of this Agreement, or if the Charter School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State of

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funding due, or if the Charter School is disputing any charges. The Charter School shall notify ESI of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts as a result of an audit by the State of Arizona. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, ESI shall refund such amount to the Charter School.

(d) To the extent that any adjustments as a result of a state audit are the result of ESI failure to adequately perform its responsibilities under this Agreement or the Charter, ESI will be required to either: (i) return any required funds to the Charter School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding to the Charter School, reduce fees invoiced to the Charter School by the amount that funding is withheld.

9.2 Budgets. No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, ESI agrees that it will present to the Charter School a proposed budget that is balanced (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year. The Budget shall be in reasonable detail, shall meet all regulatory reporting requirements and shall be based on the applicable Fee Schedule. In the event that the Charter School Board and ESI do not agree with the proposed balanced Budget, the Parties agree to work together in good faith to resolve any disagreements by the earlier of June 30 or such date as is required by applicable laws or regulations or the Charter for budget submission.

9.3 Receipts and Expenditures for Public Funding, Title Funding, Special Education, Gifted Education, Grants etc. The Charter School shall be the recipient of all public funds that are disbursed to fund the operations of the Charter School and all other funds to which the Charter School is entitled. To the extent that the Charter School is eligible to receive additional revenue over and above the State funding amounts, ESI will be responsible for collecting such funds on behalf of the Charter School and will make any required disbursements in accordance with its responsibilities as required under this Agreement or by law. ESI shall comply with all terms and conditions established by any funding source.

9.4 Breakdown of Charges. No later than September 30 of each year during the Term, ESI will provide to the Charter School, for informational purposes only, a breakdown of its charges including a breakdown between Tangible and Intangible Instructional Materials, and amounts charged for staff compensation, charges related to student courses, Computer Hardware and Software, etc. This shall not change the amounts due to ESI by the Charter School, but shall provide the Charter School with support for the charges for the products and services provided by ESI.

9.5 Sales Tax. The Charter School shall provide ESI with support that it is tax exempt. To the extent that the Charter School is not tax exempt, the Charter School shall be responsible for federal, state, or local taxes assessed, if any, based on the Educational Products and Services provided to the Charter School under this Agreement.

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9.6 Protection Against Deficits. In the event that as of June 30 of any year during the Term, Total Revenues are less than the Charter School's expenditures, including payments to ESI as well as those incurred and paid by the Charter School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the Charter School does not have positive Net Assets (as defined in its annual audited financial statements) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced budget or were subsequently approved by both Parties in an amended budget, ESI shall issue a credit or make a cash payment to the Charter School to the extent required to maintain positive Net Assets at least equal to Ten Thousand Dollars ($10,000) OR Net Assets required by the charter authorizer, whichever is greater, as of each June 30 during the Term of this Agreement. To the extent that the Net Assets at the end of any June 30 exceeds required Net assets, and in the event that credits have previously been issued and not repaid, ESI shall be entitled to the repayment of any such credits without interest

10. Confidential Information.

10.1 Confidential Information Defined. As used in this Agreement, "Confidential Information" means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of a disclosing Party (or any of its Affiliates) or to a disclosing Party's, or its Affiliates', customers or business partners, unless it must be disclosed by applicable law or is publicly available, other than as a result of the receiving party's disclosure. It is acknowledged that the following information will be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including electronic data recorded or retrieved by any means: (a) educational content, curricula, teaching outlines, lesson plans, testing processes, and procedures; (b) Student Records and other student-related or Parent/Guardian personal information; (c) information regarding business strategy and operations such as business plans, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (d) information regarding product development such as product designs and concepts, development methods, computer software, inventions and other work product; (e) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (f) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts, disciplinary records and other personnel data; (g) the terms of this Agreement; and (h) other similar non-public information that may provide the disclosing Party with a strategic advantage or could harm the disclosing Party if publicly disclosed.

10.2 Obligation to Protect. To the extent permitted by law, each Party shall maintain the confidentiality of the other Party's Confidential Information. Receiving Party agrees to use and disclose Confidential Information only as required in performing its obligations under this Agreement and for no other purpose and to hold all such Confidential Information in the strictest confidence, and except with the prior written authorization of the disclosing Party, not to (a) disclose it to any person, firm or corporation, or (b) use it for the benefit of anyone other than for the disclosing Party. Notwithstanding the foregoing, the Charter School shall be permitted to make such disclosures and retain such materials as is required for the Charter School to comply with applicable laws and regulations, and in accordance with Section 3.8. ESI shall make such information and facilities available to authorized Charter School personnel, Authorizer, Arizona regulatory authorities, and any other person as required to comply with applicable laws, and in accordance with Section 3.8.

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10.3 Protection of Student Records. The Parties acknowledge and agree that under Arizona Law and 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act ("FERPA") including any regulations promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The staff, employees and volunteers who provide educational or administrative services to the Student are agents of the Charter School that have a legitimate educational interest and, thus, are entitled to access to educational records under FERPA. The Parties shall also maintain Student Records in accordance with any other applicable state, local and federal laws and regulations.

10.4 Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

11. Ownership of Intellectual Property and Tangible Personal Property Supplied by ESI.

11.1 Intellectual Property. Charter School agrees that ESI or its licensor is the sole owner of course design and materials, and ESI, its Affiliates, and/or its contracted vendors are the owners of any Intangible Instructional Materials and other educational content ("Content") made available pursuant to Section 2.2. Further, the Charter School will acquire no rights in trademarks, patents, copyrights or trade secrets related to ESI, the Intangible Instructional Materials or the Content by reason of the Charter School's use of the same in connection with this Agreement. The Charter School grants, and agrees to cause its employees and agents to grant, to ESI and its successors and assigns, a non-exclusive perpetual, irrevocable, worldwide and royalty-free license to use (including to provide Educational Products and Services), modify, market and create derivative works based upon any instructional or other copyrightable materials created by employees and agents of the Charter School, without identifying or seeking the consent of the Charter School or any of its employees or agents. Any such derivative works created shall be the sole property of ESI and its transferees. [Note: This would cover any copyrightable works created by an employee/agent of the Charter School, even if the works had nothing to do with the School or ESI. ESI will have its own contracts with its personnel, so do we need the last two sentences?]

11.2 Tangible Personal Property. This Agreement does not constitute a sale or other transfer to the Charter School or Authorizer of any Educational Products supplied by ESI pursuant to Section 2. All right, title, and interest in and to such Educational Products will remain with ESI.

11.3 Trademarks. ESI and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Educational Products and Services (collectively, the "Licensed Marks"). ESI grants to the Charter School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and requires pre-approval of such use by ESI. Licensed Marks approved by ESI for use by the Charter School from time to time in connection with performance of this agreement shall be specified in schedule B ("Allowable Use of Licensed Marks") to this Agreement and approved by the CEO of ESI. The Charter School agrees to make reasonable efforts to use the Licensed Marks in accordance with any trademark usage guidelines provided by ESI. ESI retains all right, title and interest in and to the Licensed

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Marks and any related proprietary rights not expressly granted to the Charter School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of ESI. In the event of a termination of this Agreement, the Charter School agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents to remove the any Licensed Marks that may be contained therein (including, if applicable, the Charter School Name) within sixty (60) days after the effective date of termination, unless otherwise agreed to by the Parties. Notwithstanding, ESI may not require the termination of any use of the Licensed Marks and any publicly recorded and unrecorded documents to remove any Licensed Marks that may be contained therein during the school year and shall allow continued use until the conclusion of the school year unless agreed to in writing by the Parties.

12. Limitation of Liabilities.

12.1 In no event will the Charter School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of ESI or its Affiliates, their directors, officers, employees, or agents.

13. Insurance.

13.1 ESI Insurance. ESI will maintain and keep in force no less than substantially such amounts of insurance as are provided for in **Exhibit A** to cover insurable risks associated with operations under this Agreement, whether such operations are conducted by ESI, or by any subcontractor or anyone directly or indirectly employed by any of them. Such coverage will include worker's compensation insurance for any ESI employees provided under the terms of this Agreement. The Charter School may request to be included as an "additional insured" at no additional charge. Any charges associated with such insurance shall be included in the Fee Schedule.

13.2 Charter School Insurance. ESI shall maintain and keep in force on behalf of the Charter School Board, insurance at no less than the minimum levels required by the Charter, applicable law, or both. Further, the Charter School may elect to maintain additional coverage, in which event ESI shall arrange for the requisite coverage on behalf of the Charter School and include the cost in the Fee Schedule. ESI shall be included as an "additional insured" as to any such coverage. ESI shall also maintain and keep in force on behalf of the Charter School Board, Director and Officer's Insurance in the amount required by the Authorizer or by the Charter.

13.3 Liability Insurance. Liability insurance for any facility, capital equipment, furniture, or fixtures used by the Charter School, owned by a person or entity other than ESI or an Affiliate, and managed by a person or entity other than ESI or an Affiliate shall not be the responsibility of ESI.

14. Notices.

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, delivered by email, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School:
Executive Director

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5005 S. Wendler Drive
Tempe, AZ 85282

If to ESI:
General Counsel
13000 N. Meridian Street
Carmel, IN 46032

15. Miscellaneous.

15.1 Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

15.2 Successors and Assigns. The terms and provisions of this Agreement shall be assignable by ESI provided that a change in control of ESI or its parent, notice of which shall be provided by ESI to Charter School Board, shall not be deemed a violation of this Agreement.

15.3 Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

15.4 Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

15.5 No Third Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.

15.6 Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

15.7 Governing Law. This Agreement shall be governed and controlled by the laws of the State of Indiana. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a

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court of competent jurisdiction located in Hamilton County, Indiana, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.

15.8 Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.

15.9 Compliance with Laws, Policies, Procedures, and Rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.

15.10 Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

15.11 Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.

15.12 Attendance at Meetings. During the Term, ESI will have the right to designate an individual or such individuals who shall have attendance rights at all Charter School Board meetings that are open to the public and shall include meetings in executive session. Such rights are limited exclusively to attendance and provide no rights to participate without the express permission of the Charter School Board. The Board may exclude ESI from the executive session to discuss matters related to the performance of ESI under this agreement, or as reasonably necessary to maintain any applicable privileges or comply with applicable law. The Board shall give written notice to ESI of the intent to exclude and the rationale for such exclusion at least twenty-four (24) hours prior to the meeting.

15.13 Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

15.14 Survival. The rights and responsibilities of Sections 6.5, 9, 10, 11, 12, 13, 14, 15.1, 15.2, 15.3, 15.5, 15.6, 15.7, 15.9, 15.10, 15.11, 15.13 and 15.14 shall survive the termination of this Agreement.

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15.15 Status and Relationship of the Parties. ESI is a limited liability corporation organized under the laws of Delaware, and is not a division or a part of the Charter School. The Charter School is an Arizona not-for-profit education corporation authorized by the Charter School Law and is not a division or part of ESI. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of ESI shall be deemed to be an agent or employee of the Charter School. ESI shall be solely responsible for its acts and the acts of its agents, employees and subcontractors, and the Charter School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between ESI and the Charter School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement execute by ESI and the Charter School.

15.16 Conflict of Interest. Any Charter School Board member or individual who is to hold a leadership position in the operation of the Charter School, including any administrative position (together, "Interested Persons"), any family member of any Interested Person, or any organization in which the Interested Person has a more than a 2% ownership position, which has any direct or indirect financial interest in ESI, must disclose to the Charter School Board, or to a committee designated by the Charter School Board as having the authority to review potential conflicts of interest, the existence of his or her financial interest and may be given the opportunity to disclose facts material to that interest to the Board or committee. A "financial interest" includes any current or potential ownership interest in, investment interest in, or compensation arrangement with ESI. The term "family member" includes any spouse, parent, child, step-child or legal guardian, or sibling of the Interested Person. The disinterested members of the Charter School Board or committee (that is, all members except for any Interested Person) will evaluate the impact of the Interested Person's financial interest, assess whether a conflict of interest arises from the financial interest, and determine what action, if any, is appropriate with regard to the financial interest and any conflict of interest. The Charter School Board or committee shall conduct whatever additional investigation is considered appropriate under the circumstances.

15.17 Private Benefit. This Agreement, in its entirety, shall be interpreted so as to be consistent with Charter School's status as a nonprofit entity under the Internal Revenue Code or applicable state law, including but not limited to any applicable provisions prohibiting or restricting private benefit or private inurement.

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IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

EARLY CAREER ACADEMY, INC.

By: _____

Name: _____

Title: _____

ESI SERVICE CORP.

By: _____

Name: _____

Title: _____

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Schedule A: Fee Schedule for Products and Services

Schedule 1 – EMO Fees Paid to ESI

Item	Fee Description	Rate	Basis
1.01	Student Technology	$200	Annual, per student enrolled*
1.02	Curriculum Support (includes assessment materials)	$150	Per student per course**
1.03	School Administration and Business Support ^	12%	Revenues from all governmental sources
1.04	Facilities Rent (includes use of instructional equipment, facilities, and utilities)	$900	Annual, per student enrolled *

* For fee calculation purposes, Student Enrollment count will be the arithmetic average of all official state student count days
** For fee calculation purposes, Course Enrollment counts will be determined based on class registration counts on the second Friday of each school trimester
^ School Administration and Business Support services include:

- Human Resources – Recruitment, Benefits Administration
- Payroll Services
- Student Information Systems
- Management Reporting Services
- Class Scheduling

Schedule 2 - Expenses Reimbursed to ESI at Cost

Item	Description
2.01	Employee Wages, Benefits, Taxes
2.02	Office Supplies
2.03	Office Postage
2.04	Training / Professional Development
2.05	Travel Expenses
2.06	School Meals
2.07	Textbooks
2.08	Contract School Staff
2.09	Contracted Services – Special Education
2.10	Administrative Office Equipment and Software
2.11	Contracted Student Services (other than Special Education)
2.12	Student Transportation Costs
2.13	Marketing / Community Outreach Costs

Fee Schedules for Products and Services (continued)

Schedule 3 - Expenses Paid by the School

Item	Description
3.01	Administration Association Dues and Fees
3.02	Board Expenses (including training, supplies, dues, and fees)

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3.03	Legal Services for Board
3.04	Audit Services for Board
3.05	Bookkeeping and Accounting Services (including banking fees) if applicable
3.06	Consulting Services for Charter Operations hired by Board
3.07	Insurance Expenses for Charter Operations (including board D&O)
3.08	Charter Sponsor Fees
3.09	Any other expense not listed in schedules 1 or 2

Schedule B – Use of Licensed Marks

Licensed Mark Description	Allowed Usage From Date	Allowed Usage Until Date	Notes about Allowed Uses / Restrictions
earlycareer ACADEMY @ ITT TECHNICAL INSTITUTE			

ESI CEO NAME: _____
(Printed)

ESI CEO Signature: _____

Signature Date: _____

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