SERVICES AGREEMENT

THIS AGREEMENT, with all appendices hereto ("Agreement") is made this _____ day of _____, 20__ by and between The New America Schools Network, a Colorado corporation ("The Network") and <<name of School, a _____ >> ("School"), dated effective _____, 20___ ("Effective Date").

RECITALS

WHEREAS, the School's charter was approved by _____[name of authorizer] on [date]; and

WHEREAS, The Network was established to "*create a network of public charter Schools with the mission to empower new immigrants, English Language Learners and academically underserved students with the educational tools and support they need to maximize their potential, succeed and live the American dream*" ("Mission"); and

WHEREAS, the School's charter provides for a contractual arrangement with The Network for the purpose of ensuring that the School's mission and vision as described in the charter is implemented successfully, and that all financial and business operations of the School are conducted in compliance with applicable laws and the charter; and

WHEREAS, The Network employs highly successful, experienced educational and financial leaders who were instrumental in the development of the New America School Model™; and

WHEREAS, the School seeks to contract with The Network to advise, assist with oversight, guide, train and support the School and its governing body as well as the School's leadership and teachers. Said contract shall comply with [state's] procurement of services contracting as applicable to the School.

NOW, THEREFORE, in consideration for the mutual promises, agreements and covenants contained herein, IT IS MUTUALLY AGREED BETWEEN the PARTIES:

1. Scope of Work.

   The Network shall provide experienced and professional management consulting services ("Scope of Work") to the School as described in Appendix A attached hereto.

   The Network shall at all times adhere to Arizona law and the School's charter provisions in carrying out the Scope of Work. The primary parties responsible for the Scope of Work are Dominic DiFelice, or his/her successor who shall act as Superintendent, and Craig Cook or his/her successor, who shall be responsible for facilities and business/financial matters. The Network may utilize other personnel as appropriate and necessary.

2. Deliverables.

   The Network shall demonstrate compliance with the terms of this agreement according to the deliverables described in Appendix A.

3. Compensation.

   A. Hourly rate. The School shall pay The Network in full payment for consultant services satisfactorily performed pursuant to the Scope of Work, at the rate of $85.00 per hour,

plus applicable sales taxes. This rate may be modified from time to time by written agreement of the parties.

B. Reimbursable Expenses. The School shall reimburse expenses including airfare (coach class) and printing of materials and postage, if required. Mileage shall be reimbursed according to the Internal Revenue Services' standard mileage set on January 1 of the previous year, meals and incidentals up to $49/day and $110/night for lodging, and rental car at actual rate. If a rental car is used, reimbursement for actual fuel charges only will be allowed. The total amount payable to The Network pursuant to this Agreement, including reimbursable expenses, shall not exceed $TBD, excluding applicable taxes.

C. The Network shall invoice the School monthly for services performed. The School shall pay The Network upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder, that has been approved by appropriate School personnel.

D. Within fifteen (15) days after the date that the School receives written notice from The Network that payment is requested for services, the School shall issue a written certification of complete or partial acceptance or rejection of the services. If the School finds that the services are not acceptable, it shall, within thirty (30) days after the receipt of written notice from The Network that payment is requested, provide to The Network a letter of exception explaining the objection to the services along with details of how The Network may proceed to provide remedial action. Upon certification by the School that the services have been received and accepted, payment shall be tendered to The Network within thirty (30) days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to The Network at the rate of 1.5% per month.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY the SCHOOL's GOVERNING BODY. This Agreement shall terminate on the last day of the School's fiscal year, unless terminated pursuant to paragraph 5, infra, or paragraph 6. Upon agreement of both parties, and contingent upon fiscal funding, this Agreement may be renewed for up to three [(3), in Arizona] additional one-year terms if such renewal is found to be in the best interests of the School. The term of any said extension shall be co-extensive with the School's fiscal year. Any such extensions shall be voted upon by the School and communicated in a written document memorializing the extension, signed by both parties.

5. Termination.

A. <u>Termination.</u>

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) business days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately with written notice to The Network, if The Network becomes unable to perform the services contracted for, as determined by the School or if, during the term of this Agreement, The Network or any of its officers, employees or agents is indicted for fraud,

embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE EITHER PARTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE OTHER PARTY'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management .

Immediately upon receipt by either the School or The Network of notice of termination of this Agreement, The Network shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the School; 2) comply with all directives issued by the School in the notice of termination as to the performance of work under this Agreement; and 3) take such action the School shall direct for the protection, preservation, retention or transfer of all property titled to the School and client records generated under this Agreement and any non-expendable personal property or equipment purchased by The Network with contract funds shall become property of the School upon termination. On the date the notice of termination is received, The Network shall furnish to the School a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous School agreements with The Network, the property listed in the inventory report including client records, and a final closing of the financial records and books of accounts which were required to be kept by The Network under the paragraph of this Agreement regarding financial records.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient public or private appropriations and authorizations being made to the School for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the funding entity(ies) and/or the School, this Agreement shall terminate immediately upon written notice being given by the School to The Network. The School's decision as to whether sufficient appropriations are available shall be accepted by The Network and shall be final. If the School proposes an amendment to the Agreement to unilaterally reduce the total amount of this Agreement, The Network shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of The Network.

The Network and its agents and employees are independent contractors performing professional services for the School and are not employees of the School, its governing body, the School's authorizer or the State of Arizona. The Network and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of the School's vehicles, or any other benefits afforded to employees of the School or the State of Arizona as a result of this Agreement. The Network acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

8. Assignment.

The Network shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the School.

9. Subcontracting.

The Network shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the School.

10. Release.

The Network's acceptance of final payment of the amount due under this Agreement shall operate as a result of the School, its officers and employees, and the State of Arizona from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Network agrees not to purport to bind the School or the State of Arizona unless The Network has express written authority to do so, and then only within the strict limits of that authority.

11. Confidentiality.

Any confidential information provided to or developed by The Network in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by The Network without the prior written approval of the School. The Network agrees to comply with all federal and state privacy laws relating to records and information maintained by the School, including but not limited to FERPA.

12. Products of Service – Copyright.

Ownership of all materials developed or acquired by The Network under this Agreement shall be determined pursuant to the Licensing Agreement between The Network and the School, unless otherwise contrary to law.

13. Conflict of Interest.

The Network warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement or that would result in a violation of any applicable conflict of interest provision of state or federal law or regulation.

14. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

15. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties.

The Network certifies that it is aware that certain states may have provisions of law applicable to this Agreement that result in imposition of civil and criminal penalties for their violation. In addition, The Network certifies that it is cognizant of applicable state laws prohibiting illegal bribes, gratuities and kickbacks and shall comply with all such laws.

17. Equal Opportunity Compliance.

The Network agrees to abide by all applicable federal and state laws and rules and regulations, and the executive orders pertaining to equal employment opportunity. In accordance with all such laws, The Network agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to, discrimination under any program or activity performed under this Agreement. If The Network is found not to be in compliance with these requirements during the life of this Agreement, The Network agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the [insert state] shall govern this Agreement.

19. Workers Compensation.

To the extent required by law, The Network agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. Failure to comply with said applicable laws shall constitute grounds for Termination after reasonable notice and an opportunity to cure.

20. Records and Financial Audit.

The Network shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The detailed time and expenditure records shall be subject to inspection by the School or any entity to which the School is required by law to submit to inspection of its records. The School shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the School to recover excessive or illegal payments.

21. Indemnification.

(a) Each party (an "Indemnifying Party") agrees, to the fullest extent permitted by law, to jointly and severally indemnify and hold harmless the other party, its officers, directors, employees and agents (an "Indemnified Party") from and against any liabilities, damages and costs (including reasonable attorneys' fees and costs of defense) (collectively, "Damages") resulting from any claim or judgment against it arising from a breach of this Agreement by the Indemnifying Party, unless such claims arose by reason of the negligence or malfeasance of the Indemnified Party, or resulting from any act, omission, misrepresentation, or violation of law by the Indemnifying Party or its officers, directors, members, employees or agents in the course of any activity of Indemnifying Party, except to the extent such Damages are caused by any act, omission, misrepresentation, or violation of law by Indemnified Party, or its officers, directors, trustees, shareholders, members, employees or agents The indemnity obligations set forth in this Section 9 shall survive the termination of this Agreement.

(b) In the event that a third party claim is made or filed against the Indemnified Party, the Indemnified Party shall promptly (but not later than ten (10) days after its receipt or becoming aware of such claim) provide written notice to the Indemnifying Party of the same in writing. The Indemnifying Party shall not compromise and/or settle any claims from third parties without

written approval of the Indemnified Party. The Indemnified Party shall cooperate with the Indemnifying Party in its defense, compromise or settlement of any such claims and may participate therein and retain counsel at its own expense.

(c) Any action for indemnification by either party under this paragraph 21 shall not operate as a waiver or abrogate any of either party's claims of governmental immunity under applicable law.

22. Notices.

All notices, consents or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received when actually delivered and received, or three (3) business days after mailing, if sent by registered or certified mail, postage prepaid, to the following address, or to such other address as a party may designate by written notice to the other party:

If to The Network: Name:
Attention:
Address:
Facsimile:
Email:

If to School: Name:
Attention:
Address:
Facsimile:
Email:

23. Disclosures.

The Network agrees to comply with the state's campaign contribution disclosure requirements, if any.

24. Authority.

Each party signing below represents that he/she has all required authority to represent his/her respective organization/entity, and to execute this Agreement on behalf of that organization/entity.

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the School as stated below.

THE NEW AMERICA SCHOOL NETWORK, a Colorado nonprofit corporation

Name (printed): _____
Title: _____
Signature: _____

Date: _____

AND

_____, a <<state>> <ENTITY TYPE>

Name (printed): _____
Title: _____
Signature: _____

Date: _____

APPENDIX A

SCHEDULE OF FEES FOR SERVICES AND MATERIALS

The Network will provide the School the Professional Educational and Management Services described below.

PROFESSIONAL EDUCATIONAL AND MANAGEMENT SERVICES/ DELIVERABLES		
I. GOVERNING COUNCIL ("GC')		
CONSULTING SERVICES & DELIVERABLES:		FREQUENCY/HOURS
A.	***GC Support***. 1) Superintendent/designee will attend periodic GC meetings; deliver reports on status of contract obligations; 2) Train and oversee School personnel in their support of the GC functions: preparation for board meetings, compliance with Open Meetings Act requirements, document retention, and other administerial functions as needed.	
B.	***Administrator Selection.*** 1) Conduct recruiting services for School Principal, screen candidates and make recommendations to the GC.	
C.	***Administrator Oversight.*** 1) Develop/revise Principal evaluation model for GC review and adoption; 2) Superintendent will observe and evaluate Principal's educational administrative competency and provide his/her evaluation to the GC; [recommend deadline for this function] 3) Assist GC in completing Principal's annual evaluation; and [insert "on or before date"] 4) Superintendent makes recommendation to GC regarding Principal's contract [on or before date].	
D.	***Strategic Planning.*** Guide and assist GC in developing long and short term strategic plan and assist GC in reviewing strategic plan goals and make recommendations accordingly.	
E.	***Policy Development.*** Consult and advise on governing policies for School operations on as needed basis.	

F.	***Networking Opportunities.*** Offer informal network of support amongst governing bodies of the NAS Schools regarding similar and common issues.	
II. ADMINISTRATION		
	CONSULTING SERVICES/DELIVERABLES:	
A.	***Principal.*** 1) Superintendent or designee will meet bi-weekly with the Principal to discuss operational issues, student achievement, student discipline, personnel matters, to monitor School improvement targets, and to address other compliance issues. Meetings may be telephonic or in person. [????Superintendent shall make at least ___ in-person observations of the Principal each School-year.] 2) Staff/Teacher Selection: • Superintendent/designee will assist Principal in developing processes for recruiting, screening and hiring staff and licensed personnel. • Superintendent/designee will consult with Principal prior to hiring licensed personnel. 3) Mentor Principal in ongoing operational and compliance issues including student and personnel matters. 4) Assist in the implementation and adoption of School procedures as needed. 5) Oversee Principal's annual evaluation process of School licensed instructors. Advise Principal on evaluation methods, use of adopted evaluation tools and concerning professional improvement. 6) Make recommendations regarding annual professional development for both the Principal and licensed staff. 7) Guide Principal and Teachers in curriculum development and implementation consistent with the charter's mission and vision.	
B.	***Teachers/Staff.*** 1) NAS shall provide teacher training in NAS educational model.	
III. ACADEMICS		
	CONSULTING SERVICES/DELIVERABLES	

	Academic monitoring. 1) Consult with academic staff in developing, implementing, and analyzing assessments for School performance. 2) Guide Principal in directing academic improvement based on assessment.	
IV. FINANCIAL MONITORING		
	CONSULTING SERVICES/DELIVERABLES	
	Financial Monitoring. 1) Advise, consult with and train GC on financial management and accounting matters and monitor School's contract Business Manager's contract performance for purposes of ensuring compliance with all applicable finance laws and regulations; 2) Advise GC and Business Manager on review and development of financial policies and procedures; and 3) Advise School personnel on daily financial management of School's budget.	
V. FACILITIES		
	CONSULTING SERVICES/DELIVERABLES	
	Facilities Oversight. 1) Assist School in completing FY2013 facility project; 2) Provide advice and oversight on implementation of Five Year Facility Plan; and 3) Provide ongoing monitoring of School's facility lease and matters related to the School's facility operations.	