

BOARD OF GOVERNORS
Arizona Collaborative Learning Partners

04/13/23 at 4 PM

Agenda

The public may join the remote meeting by dialing the following number and entering the meeting PIN.

1 (213) 279-1697

Meeting PIN: 891268502#

Meeting Called to Order at: _____ P M

Roll Call

Member	Present	Absent	Position
Kathryn Watterson			Chair
Leonora Ketyer			Secretary
Kimberly Cox			Member
Catherine Durben			Member
David Aardsma			Member
Bonnie Fournier			Member

Adoption of Agenda

Member	Motion	Aye	No	Abstain	Position
Kathryn Watterson					Chair
Leonora Ketyer					Secretary
Kimberly Cox					Member
Catherine Durben					Member
David Aardsma					Member
Bonnie Fournier					Member

Approval of Minutes

Member	Motion	Aye	No	Abstain	Position
Kathryn Watterson					Chair
Leonora Ketyer					Secretary
Kimberly Cox					Member
Catherine Durben					Member
David Aardsma					Member
Bonnie Fournier					Member

Public Speakers

Speakers to items for action are welcome. Speakers to items not on the agenda for action will be heard at the conclusion of the public input period. Each speaker is allowed a maximum of three minutes for his or her comments. Exceptions are made for items labeled "Public Hearing". Persons wishing to speak are encouraged to email the Board Secretary prior to the start of the meeting and state their name at: schoolboard@vprepazboard.org.

Receipt of Communication:

None Received

New Business for Action

Item #1 ACCEL Schools Management Agreement

It is proposed the Governing Board review and approve the ACCEL Schools Management agreement to provide services to ACLP to carry out the mission and vision of the school. The agreement provides for, but is not limited to, school operations, curriculum, HR support, marketing, and enrollment services.

Member	Motion	Aye	No	Abstain	Position
Kathryn Watterson					Chair
Leonora Ketyer					Secretary
Kimberly Cox					Member
Catherine Durben					Member
David Aardsma					Member
Bonnie Fournier					Member

Item #2 ACCEL Schools Management Agreement Signature Authority

It is proposed the Governing Board authorize the Governing Board Chair to sign the ACCEL Schools Management Agreement which will become effective upon signature by both parties.

Member	Motion	Aye	No	Abstain	Position
Kathryn Watterson					Chair
Leonora Ketyer					Secretary
Kimberly Cox					Member
Catherine Durben					Member
David Aardsma					Member
Bonnie Fournier					Member

Item #3 Virtual Preparatory Academy of Arizona Preliminary Budget

The Governing Board will adopt the Virtual Preparatory Academy of Arizona preliminary budget for FY 2024.

Member	Motion	Aye	No	Abstain	Position
Kathryn Watterson					Chair
Leonora Ketyer					Secretary
Kimberly Cox					Member
Catherine Durben					Member
David Aardsma					Member
Bonnie Fournier					Member

Item #4 Resolution to Establish a Bank Account

The resolution, if approved, will allow ACCEL Schools to carry out the required banking functions for the operation of the Virtual Preparatory Academy of Arizona under the auspices of the Governing Board and in concert with the charter contract issued by the Arizona State Board for Charter Schools, and, designate signature authority to the Governing Board Chair to execute all documents required to establish the bank account on behalf of the Virtual Preparatory Academy of Arizona.

Member	Motion	Aye	No	Abstain	Position
Kathryn Watterson					Chair
Leonora Ketyer					Secretary
Kimberly Cox					Member
Catherine Durben					Member
David Aardsma					Member
Bonnie Fournier					Member

Item #5 School Calendar FY 24

It is proposed the Governing Board approve the school calendar for the day-to-day operation of the Virtual Preparatory Academy of Arizona.

Member	Motion	Aye	No	Abstain	Position
Kathryn Watterson					Chair
Leonora Ketyer					Secretary
Kimberly Cox					Member
Catherine Durben					Member
David Aardsma					Member
Bonnie Fournier					Member

Item #6 Facility Agreement between ACP and ACLP

It is proposed the Governing Board agree and provide signature authority to the Board president to sign a contract between the Governing Board and the Academy with Community Partners charter school to lease an amount of office space to serve as the administrative office and record storage location for the Virtual Preparatory Academy of Arizona as required by Arizona Law.

Member	Motion	Aye	No	Abstain	Position
Kathryn Watterson					Chair
Leonora Ketyer					Secretary
Kimberly Cox					Member
Catherine Durben					Member
David Aardsma					Member
Bonnie Fournier					Member

Item #7 Insurance and D&O Coverage

It is proposed the Governing Board approve the application for insurance coverage, including Director and Officer coverage, as required by the State of Arizona, and provide signature authority to the Governing Board president to sign on behalf of the Governing Board.

Member	Motion	Aye	No	Abstain	Position
Kathryn Watterson					Chair
Leonora Ketyer					Secretary
Kimberly Cox					Member
Catherine Durben					Member
David Aardsma					Member
Bonnie Fournier					Member

Motion for Adjournment

Member	Motion	Aye	No	Abstain	Position
Kathryn Watterson					Chair
Leonora Ketyer					Secretary
Kimberly Cox					Member
Catherine Durben					Member
David Aardsma					Member
Bonnie Fournier					Member

Meeting Adjourned at: _____ PM.

BOARD OF GOVERNORS
Arizona Collaborative Learning Partners
02/07/23
SPECIAL MEETING
Minutes

Meeting Called to Order at: 11:01 AM (MST)

Voice Roll Call

Board Member	Present	Absent	Position
Kimberly Cox	√		Chair
Leonora Ketyer	√		Member
Catherine Durben	√		Member
Kathryn Watterson	√		Member
David Aardsma	√		Member
Bonnie Fournier	√		Member

Adoption of Agenda

Board Member	Present	Absent	Position
Kimberly Cox	Moved		Chair
Leonora Ketyer	2 nd		Member
Catherine Durben	Aye		Member
Kathryn Watterson	Aye		Member
David Aardsma	Aye		Member
Bonnie Fournier	Aye		Member

Public Speakers

Speakers to items for action are welcome. Speakers to items not on the agenda for action will be heard at the conclusion of the public input period. Each speaker is allowed a maximum of three minutes for his or her comments. Exceptions are made for items labeled “Public Hearing”.

Receipt of Communication:

Letter of resignation received from Kimberly Cox stating her resignation from the Board of Governors and Chairperson of the Board effective February 8, 2023.

New Business for Action

Acceptance of Resignation of Kimberly Cox:

The Board of Governors hereby accepts the resignation of Kimberly Cox from the Board of Governors and the position of Board chairperson effective February 8, 2023.

Board Member	Present	Absent	Position
Kimberly Cox	Abstain		Chair
Leonora Ketyer	Moved		Member
Catherine Durben	Aye		Member
Kathryn Watterson	2nd		Member
David Aardsma	Aye		Member
Bonnie Fournier	Aye		Member

Nominations for Board Chair:

Nomination: Kathryn Watterson

Board Member	Present	Absent	Position
Kimberly Cox	Moved		Chair
Leonora Ketyer	2nd		Member
Catherine Durben	Aye		Member
Kathryn Watterson	Aye		Member
David Aardsma	Aye		Member
Bonnie Fournier	Aye		Member

Discussion was held to congratulate and thank Kim Cox for her diligence and work in carrying through the charter application to a successful outcome.

Seating of Board Chair:

Board Chair: Kathryn Watterson

Board Member	Present	Absent	Position
Kimberly Cox	Aye		Chair
Leonora Ketyer	Moved		Member
Catherine Durben	Aye		Member
Kathryn Watterson	Aye		Member
David Aardsma	2nd		Member
Bonnie Fournier	Aye		Member

Congratulatory comments and thankyou comments were made to Kathryn for taking the chair position.

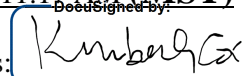
Motion for Adjournment

Board Member	Present	Absent	Position
Kimberly Cox	Moved		Chair
Leonora Ketyer	2nd		Member
Catherine Durben	Aye		Member
Kathryn Watterson	Aye		Member
David Aardsma	Aye		Member
Bonnie Fournier	Aye		Member

Meeting Adjourned at 11:17 AM (MST)

2/8/2023

Certification of Minutes:


E0C427E3510A42E...



January 27, 2023

Arizona Collaborative Learning Partners
15634 N 54th Way
Scottsdale, AZ 85254


Dear ACLP Board Members,


Please accept this letter as my resignation as Board Chair and board of Arizona Collaborative Learning Partners effective February 8, 2023. I have recently accepted a position with Accel Schools and my continuing in this role may create a conflict of interest.

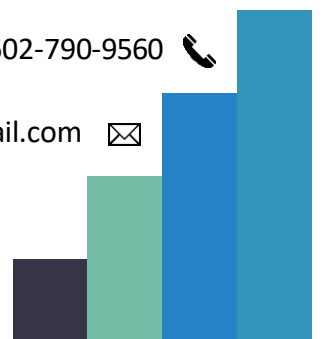
Serving on this board has been an honor and it has been such a privilege to work with such an amazing group of people. I am excited to follow your school and know there is a bright future ahead for your students, staff, and families. Thank you for all you do and will do for the youth of Arizona.

Warm regards,

Kimberly Cox
ACLP Board Chair

602-790-9560 

Kimberly.cox2424@gmail.com 



MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is entered into as of _____, 2023 ("Effective Date") by and between Accel Online Arizona LLC, a Delaware limited liability company ("Manager"), and Arizona Collaborative Learning Partners, Inc., an Arizona non-profit corporation ("ACLP") doing business as an Arizona charter school under the name Virtual Preparatory Academy of Arizona (the "School").

RECITALS

Whereas, ACLP is organized as a nonprofit corporation under the laws of the State of Arizona (the "State") and has entered into a Charter Contract (the "Charter Contract") with the Arizona State Board for Charter Schools (the "Authorizer") pursuant to which ACLP is authorized to operate a charter school under State law;

Whereas, the Manager was established, among other reasons, to manage public schools and is expected to provide invaluable assistance and expertise to ACLP, including regulatory, financial, administrative, and other advice, in connection with the operation of the School; and

Whereas, ACLP and the Manager (individually, a "Party" and collectively, the "Parties") desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive educational program and management principles.

NOW THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

ARTICLE I. EDUCATIONAL, ADMINISTRATIVE AND TECHNOLOGY SERVICES

- 1.1 Educational Services. (a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational products and services (the "Educational Services"): (i) Curriculum and Assessment. Implementation of the educational goals and programs set forth in the Charter Contract (the "Educational Program") by providing curriculum, assessment tools, a learning management system, a student information system and a content management system in all subjects and grades Manager generally offers to its managed programs customer; curriculum for all other subjects required by applicable law; and additional curriculum or educational programs Manager recommends to achieve the goals of the Educational Program. In the event Manager determines it is necessary to modify the Educational Program, Manager shall inform the Head of School ("HOS") of the proposed changes and obtain School approval, and if required under the Charter Contract, approval of the Authorizer.

- (ii) Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the HOS and the rest of the School's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.
 - (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, monitors, computer peripherals, curriculum, printers, software and multi-media teaching tools.
 - (iv) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extra-curricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
- (b) Additional Educational Services. Manager shall provide any other services required by the Authorizer and/or the State Department of Education (the “*ADE*”) and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed to from time to time between Manager and ACLP. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by ACLP and as provided for in the Charter Contract, as the same may be amended.
- (c) Manager will be responsible and accountable to ACLP for the provision of the Educational Services to the School, provided, however, that such obligations, duties and responsibilities are limited by the School Budget established pursuant to Section 1.2(a)(vi) below, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such School Budget.

1.2 Administrative Services.

- (a) During the Term, Manager will provide to ACLP the following administrative services (the “*Administrative Services*”) to the School:
- (i) Personnel Management. Management and professional development of all personnel providing Educational Services, Administrative Services and Technology Services in accordance with ARTICLE VI below.
 - (ii) Business Administration. Administration of all business operations of the School subject to the direction of ACLP.
 - (iii) Payroll. Management of the School's payroll. Manager will be responsible for all data input.
 - (iv) Public Relations. Coordination and assistance with any and all advertising, branding, media and public relations efforts, including parent and community outreach programs and local community relationship building. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.
 - (v) Budgeting and Financial Reporting.

- (A) A proposed annual budget will be prepared by Manager (in cooperation with ACLP's Treasurer) in a mutually agreeable format by June 1st of the immediately preceding fiscal year and will be subject to the approval of ACLP which shall not to be unreasonably withheld or delayed and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The approved budget is the "**Budget**". There shall be no changes to the Budget except to the extent the Parties agree in writing.
- (B) ACLP will retain an independent certified public accountant to perform an annual audit of the School as required by State law. The cost for preparation of the audited financial statements will be the responsibility of ACLP. Manager will provide ACLP's Corporate Board of Directors (the "**Corporate Board**") with accounting and financial data to support the School's audit.
- (C) The Manager will provide ACLP with monthly financial forecast and analysis reports (Forecasted P&L/Cash Balances) and all other support as needed. The Manager will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; and support for grant writing / reporting / draw down. Manager will prepare monthly financial reporting to the Corporate Board; and support for all State reporting requirements. Manager will provide year-end unaudited financial statements within 45 days after the end of the fiscal year.
- (D) On behalf of ACLP, the Manager is responsible for preparation of such other reports on the finances and operation of the School as requested or required by the ADE, ACLP or the Authorizer to ensure compliance with the terms of the Charter Contract.
- (E) The Manager will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable ACLP to monitor Manager's performance under this and related agreements including the effectiveness and efficiency of its operations at the School.
- (F) On behalf of ACLP, the Manager will maintain accurate financial records pertaining to its operation of the School, and retain all such records for a period of five (5) years (or longer if required by applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All School financial records retained by Manager pertaining to operation of the School will be available to ACLP, the Authorizer, the Auditor of State, the ADE, the United States Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days of request.
- (G) If ACLP is not able to fully pay the Service Fees payable to Manager in connection with the operation of the School and all bills when due, (i) ACLP agrees to work with Manager to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) ACLP must obtain Manager's written consent prior to incurring new liabilities greater than ten thousand dollars (\$10,000) individually or in the aggregate in connection with the operation of the School that deviate from the Budget.

- (vi) School's Right to Audit. ACLP reserves the right to conduct or to appoint others to conduct examinations of the books and records maintained by Manager for the School. The costs of such examinations shall be borne by ACLP unless such examinations reveal errors in the administration of the Budget that exceed 5% of the Budget in which case the costs of such examinations shall be offset against Service Fees payable to the Manager.
- (vii) Maintenance of Student and Other Records.
- (A) Manager will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Charter Contract and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Manager, and retain such records on behalf of ACLP. After expiration or termination of this Agreement, Manager will deliver to ACLP all such student and School records in a mutually agreeable format within ten days following the receipt of instructions regarding where to deliver the records. Such records shall thereafter be the sole responsibility of ACLP for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of ACLP in connection with its operation of the School). Manager and ACLP will maintain the proper confidentiality of such records as required by all applicable laws, regulations, orders and the Charter Contract.
 - (B) Manager will maintain accurate employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Charter Contract and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Manager, and retain such records on behalf of ACLP until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the School). Manager and ACLP will maintain the proper confidentiality of such records as required by law and the Charter Contract.
 - (C) The financial, educational and student records pertaining to the School are the property of ACLP, and such records are subject to the applicable provisions of State and federal law. Manager shall help ensure that to the extent requested by ACLP, all School records shall be physically or electronically available, upon request, at the [Administrative Facility](#) as hereinafter defined.
 - (D) Manager shall provide such other information, including a written report, as reasonably requested by ACLP.
- (viii) Admissions. Implementation of the School's admission policy in accordance with the Charter Contract and applicable laws and regulations.
- (ix) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by ACLP in connection with the operation of the School, and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with ACLP's duties and obligations under applicable laws and regulations.

- (x) Academic Progress Reports. Provide to ACLP on a periodic basis as necessary or appropriate for ACLP to satisfy its obligations under the Charter Contract and applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Manager's performance of the Educational Services and Administrative Services against mutually acceptable criteria, and (C) such other reports reasonably requested by the School.
- (xi) Rules and Procedures. Recommend rules, regulations and procedures applicable to the School and its students and enforce such rules, regulations and procedures adopted by ACLP that are not in direct conflict with this Agreement, the Charter Contract and applicable laws and regulations.
- (xii) Student Recruitment and Admissions. Recruitment and admission of students subject to agreement on general recruitment and admission policies to the extent budgeted for in the Budget or as otherwise approved by ACLP. Students shall be enrolled in compliance with the procedures set forth in the Charter Contract and State and federal laws. Recruitment via lead generation, lead qualification and lead conversion to application and enrollment will take place via a contact strategy by phone, email, and in-person events. Manager will implement the School's admission policy, including management of the application and enrollment process as well as orientation. Manager will maintain a call center function to facilitate recruitment and admissions.
- (xiii) Administrative Facility Management. Management of the School's Administrative Facility to the extent consistent with any leases or other documents pertaining to the Administrative Facility, as hereinafter defined.
- (xiv) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the School as agreed to from time to time by Manager and ACLP.
 - (A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Charter Contract, and local, State and federal laws and applicable regulations and policies.
 - (B) Subject to this Agreement, the Charter Contract, and applicable laws and regulations, Manager may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Manager supplies the School with not less than two weeks advanced written notice of such modifications.
 - (C) Manager will be responsible and accountable to ACLP for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(v) above, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such Budget.

- 1.3 Technology Services. During the Term, Manager or its Affiliates will provide or cause to be provided to the School the following technology services (the "**Technology Services**"):
 - (a) Monitor production services, i.e., the learning management and content management systems;
 - (b) Monitor and analyze data to fix production issues as they arise;

- (c) Generate reports on student academic performance, attendance and progress;
- (d) Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals (“**Computer Equipment**”) for the School;
- (e) Develop, design, publish and maintain the School’s website;
- (f) Determine hardware configurations (including software and operating systems) for the School’s technology needs;
- (g) Provide support for School administration in troubleshooting system errors; and
- (h) Other technology support services requested and mutually agreed upon by ACLP and Manager.

1.4 Place of Performance; Provision of Offices. ACLP will provide Manager with necessary and reasonable office space located at 433 N Hall, Mesa, AZ 85203 (the “**Administrative Facility**”) to perform all services described in this Agreement that are not otherwise provided online or remotely at Manager’s usual place of business. Manager may provide other services elsewhere, unless prohibited by the Charter Contract or applicable laws and regulations.

1.5 Authority. By this Agreement, ACLP provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations.

ARTICLE II. TERM

2.1 Term. The term of this Agreement will commence on July 1, 2023 (the “**Start Date**”) and shall continue thereafter through June 30, 2038 (the “**Initial Term**”) unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute. In the event the Authorizer and/or the Charter Contract changes, this Agreement shall automatically survive and be performed in accordance with the new Charter Contract, these terms and conditions and applicable law unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.

2.2 Renewal. Upon the conclusion of the Initial Term (the “**Renewal Date**”), this Agreement will automatically extend for successive additional periods consistent with the length of the new or renewal term of the Charter Contract (each such period a “**Renewal Term**”), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “**Term**”.

2.3 In the event the Authorizer and/or the Charter Contract changes, this Agreement shall automatically survive and be performed in accordance with the new Charter Contract, these

terms and conditions and applicable law, unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.

ARTICLE III. RELATIONSHIP OF THE PARTIES

- 3.1 Status of the Parties. Manager is not a division or any part of ACLP. ACLP is a separate and distinct corporation authorized under the State law and is not a division or a part of Manager. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between ACLP and Manager or to make one the agent or fiduciary of the other. Neither ACLP nor Manager will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither ACLP nor Manager has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of Manager will be considered an employee of ACLP by either Party for any purpose whatsoever.
- 3.2 Manager Attendance at Board Meetings. Manager shall use commercially reasonable efforts to cause an employee of Manager to attend Corporate Board meetings, if invited, and all School Governing Board (the “**Governing Board**”) meetings in person and, if Manager is unable to cause a representative of Manager to attend in person, a representative of Manager may attend meetings telephonically or virtually. The Corporate Board and the Governing Board shall use reasonable efforts to schedule any regular, special or emergency meetings so that Manager has the opportunity to have a representative of Manager attend the same. ACLP shall provide Manager with notice of any regular, special or emergency meetings of the Corporate Board and the Governing Board when it provides members of each Board with notice of the meetings in accordance with State law.
- 3.3 No Related Parties or Common Control. Manager will not have any role or relationship with ACLP that, in effect, substantially limits ACLP's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the Corporate Board and/or Governing Board. None of the voting power of the Corporate Board or Governing Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees. Furthermore, ACLP and Manager will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the “**Internal Revenue Code**”), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.
- 3.4 Annual Evaluation. The Corporate Board shall evaluate the Manager annually. Manager will propose a template with criteria for the Corporate Board to consider for the annual evaluation. Notwithstanding the recommendation of the Manager, the Corporate Board shall consider all such facts, circumstances and conditions in connection with its annual

evaluation of Manager that the Corporate Board deems necessary or desirable in its sole discretion in observance of the fiduciary duties of the Corporate Board.

- 3.5 Other Schools. ACLP acknowledges that Manager will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.6 Exclusivity. During the Term, Manager and its Affiliates shall be the sole provider of the products and services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager.

ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Services.
- (a) Service Fees. In exchange for the services provided pursuant to this Agreement, the School will pay to Manager fees for services as set forth in the attached Fee Schedule (the "***Service Fees***"). Service Fees expressed as a percent means the designated percent the federal, State and local funds ACLP receives in connection with the operation of the School, directly or indirectly, for the particular students enrolled in the School pursuant and subject to applicable law and regulations, exclusive of Free and Reduced Lunch Revenues. The Service Fees calculation shall not include charitable contributions, transportation funding, facility funding, or proceeds from fundraisers ("***Non-Qualified Gross Revenue***"), which shall be retained entirely by ACLP. Such consideration will not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in other agreements between the Parties. If ACLP has no debt to the Manager and is able to timely pay the Service Fees, ACLP may, at its sole discretion, agree to pay to the Manager an incentive provided that the payment of such incentive does not violate any law, regulation, section of the Internal Revenue Code, or the Charter Contract to which ACLP is subject.
- (b) Reasonable Compensation. The Service Fees under this Agreement are reasonable compensation for services rendered. Manager's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
- (c) Annual Reconciliation. The Service Fees shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If ACLP receives written notice of a review of the enrollment at the School being completed by the State, ACLP shall provide Manager with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to ACLP in connection with the operation of the School, ACLP shall pay Manager the amount due to Manager within five (5) business days after receiving an invoice for such amount. If the review results in a finding that ACLP owes money to the State, ACLP will work with the Manager to initiate an appeal of the State's determination in accordance with applicable laws and regulations. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. ACLP shall cooperate with Manager and selected legal counsel's efforts to appeal. Should the

review result in ACLP owing money to the State, Manager agrees to contribute the amount overpaid to Manager, and ACLP shall contribute the amount retained by ACLP.

4.2 Payment of Costs. In addition to the Service Fees described in Section 4.1 above, ACLP will reimburse Manager for all costs incurred and paid by Manager in providing the Educational Services, Administrative Services and Technology Services. Such costs may include, but are not limited to, equipment lease, Administrative Facility lease, Facility maintenance and utility costs, salaries of Manager's employees or subcontractors assigned to the staff of the School, Authorizer fee, costs related to curriculum, instructional materials, textbooks, Computer Equipment, software, supplies, special education and psychological services, and specialty services. Additionally, in consideration of Manager's costs of processing payroll for all employees assigned to work at the School, Manager shall charge the School \$42.50 per employee per pay period. Except as may be provided in any equipment lease or Administrative Facility lease, in charging for such costs to ACLP and paying for such costs, Manager will not charge an added fee unless such fee is approved in advance by the Corporate Board.

4.3 Intentionally Deleted.

4.4 Time and Priority of Payments.

- (a) Each installment of the Service Fees will be due and payable by ACLP upon receipt of invoice.
- (b) Manager will notify ACLP of any payments due and owing to Manager pursuant to Section 4.2 above as soon as possible after the end of each month and ACLP will make such payments to Manager upon receipt of invoice.
- (c) ACLP will satisfy its payment obligations under this ARTICLE IV to Manager in the following order of priority: (i) payments due and owing under Section 4.2 above for salaries, benefits and associated benefit processing costs of Manager employees and subcontractors assigned to the staff of the School; (ii) payments due and owing under Section 4.2 above for rent pursuant to Administrative Facility lease; (iii) payments due and owing under Section 4.2 above for Authorizer fee; (iv) all other payments due and owing under Sections 4.2 with the oldest amounts due first; and (v) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.
- (d) Unless otherwise agreed by the Parties, unpaid invoices and loans to ACLP (except for a startup line of credit), if any, to pay expenses will accrue interest at the one-month London Interbank Offer Rate ("LIBOR"), plus four percent (4%) for the time overdue, provided if one-month LIBOR shall be discontinued during the Term, Parties hereby agree that the one-month secured overnight financing rate shall be substituted therefor.

ARTICLE V.

Reserved

ARTICLE VI.

PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Charter Contract and applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing

levels and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any), the Technology Services and all other services provided under this Agreement.

- (b) Except as specified in this Agreement or as required by applicable law or the Charter Contract, the HOS, teachers and support staff recommended by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required by applicable laws and regulations as if the employees and subcontractors were employed by ACLP. Upon request, Manager will provide ACLP with documentary evidence of such background checks. Manager will share on a confidential basis with ACLP its performance reviews and assessment of the HOS.
- (c) ACLP shall not pay a bonus or other form of compensation to any employee or subcontractor of Manager without advance consultation with and written approval from Manager.

6.2 Head of School. The HOS will be an employee of Manager and Manager will determine the employment terms of the HOS. Manager will have the authority, consistent with applicable laws and regulations, to select, supervise and terminate the HOS and to hold him or her accountable for the success of the School. ACLP may appoint a director from the Corporate Board, the Governing Board or a committee under each, respectively, to work with Manager in the hiring process for the selection of the HOS, including being present during interviews. Manager has final approval and authority to make a determination as to the appropriate HOS.

6.3 Teachers. Manager will provide to the School such teachers as are required to provide the Educational Services, Administrative Services, Technology Services and Supplementary Programs (if any). Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, hold a valid teaching certificate issued by the ADE. Manager shall keep ACLP informed of all teaching staff related actions and decisions on a regular basis.

6.4 Support Staff. Manager will provide the School with such support staff as are required to provide the Educational Services, Administrative Services, Technology Services and Supplementary Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers and maintenance personnel. Such support staff may work at the School on a full or part time basis.

6.5 Training. Manager will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Manager determines to be reasonable and necessary under the circumstances.

6.6 Non-Solicitation/Non-Hiring.

- (a) During the Term and one (1) year thereafter, each Party may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement. “*Affiliate*” means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager or ACLP whether through ownership of voting securities, by contract interest or otherwise. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.
- (b) Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a Party of such consultant, employee, former consultant or former employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to seventy-five percent (75%) of that consultant, employee, former consultant or former employee’s compensation during their first year with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period of time in this Section will be extended by the amount of time that a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement. ACLP acknowledges and agrees that no advances or past uncollected fees shall be issued by Manager to cover any penalty, damages or other relief owed by ACLP upon a violation of this provision.
- (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from engaging or otherwise using a Party’s and Affiliate’s employee, former employee, consultant or former consultant provided for in this Section 6.6.

**ARTICLE VII.
TERMINATION OF AGREEMENT**

7.1 Termination By Manager.

- (a) Manager may terminate this Agreement effective at the end of the then-current school year if ACLP fails to make any payment of money due to the Manager within five (5) days of written notice from Manager to ACLP that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the ACLP and any funding entity including, but not limited to, ADE, ASBCS, the State Treasurer and any federal agency.
- (b) Manager may terminate this Agreement in the event that ACLP is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or the Charter Contract, and the default remains uncured for thirty (30) days after ACLP receives written notice from the Manager or Authorizer, as applicable, of the default. However, if the default cannot be reasonably cured within

thirty (30) days, and ACLP promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if ACLP's default creates an imminent danger to the life of students, parents or others, the default must be cured immediately upon notice from the Manager, and Manager may terminate the Agreement effective immediately if not so cured.

- (c) Manager may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to ACLP based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Manager.
- (d) Manager may terminate this Agreement effective immediately upon written notice to ACLP in the event that ACLP adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to increase materially the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable. In the event ACLP adopts such an adverse policy in the middle of a school year, Manager agrees to use its best efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.
- (e) Manager may terminate this Agreement effective immediately upon written notice to ACLP in the event that ACLP undergoes adverse change that makes the School financially unviable.
- (f) Manager may terminate this Agreement effective immediately upon written notice to ACLP if, in Manager's sole opinion, the Board makes a financial decision that is detrimental to the School.

7.2 Termination By ACLP. ACLP may terminate this Agreement in the event that Manager fails to remedy a material breach of this Agreement within ninety (90) days after written notice from ACLP. Termination by ACLP will not relieve ACLP of any obligations to pay Service Fees and costs, whether accrued, pending or outstanding, to Manager as of the effective date of the termination, nor will it relieve Manager for liability for financial damages suffered by ACLP as a consequence of Manager's breach (or of ACLP's termination as a result thereof) of this Agreement.

7.3 Termination of the Charter Contract. This Agreement will terminate upon ACLP's ceasing to be a party to a valid and binding charter contract, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) ACLP has entered into a subsequent charter contract, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve ACLP of any obligations to pay Service Fees and costs, whether accrued, pending or outstanding, to Manager as of the effective date of termination.

7.4 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement.

That notice may be given at any time following enactment of such change in applicable law, whether or not such change is effective on the date of such enactment or thereafter. Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the academic year in which such notice was given unless earlier termination is necessary to protect the health, welfare, or safety of students. Manager may terminate this Agreement effective immediately upon written notice to School in the event Manager undergoes or is required to undergo a change that makes Manager, as determined in its sole judgment, financially unviable.

- 7.5 Real and Personal Property. Upon termination or expiration of this Agreement by either Party for any reason, all real and personal property leased by Manager to ACLP will remain the real and personal property and leases of Manager, and all other personal property purchased by Manager with the funds provided to Manager by ACLP for the purpose of purchasing personal property will be the personal property of ACLP. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, ACLP shall have the right to exercise such option and purchase such equipment.
- 7.6 Return of Materials and Records. On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, ACLP shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the president of ACLP shall certify to Manager in writing that ACLP has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by ACLP. At Manager's direction, ACLP will promptly permit representatives of Manager or its Affiliate to pick up all such materials at a mutually agreeable location.

ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

- 8.1 Manager's Proprietary Rights. ACLP acknowledges that Manager owns the intellectual property rights and interests in the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by ACLP during the Term ("**Protected Materials**") and to the name "ACCELTM" (such name being a trademark of Manager). ACLP acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the Administrative Facility, including under the name of the School, describing the services provided by Manager or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.
- 8.2 License. The Manager developed and owns proprietary rights to, or licenses, the Protected Materials. The Manager hereby grants ACLP a limited revocable license to

use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. ACLP may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Manager.

**ARTICLE IX.
INDEMNIFICATION AND LIMITATIONS OF LIABILITIES**

- 9.1 Indemnification of Manager. To the extent permitted by Arizona law, ACLP will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, “**Representatives**”) harmless against any and all third party claims, demands, suits or other forms of liability (any of which are a “**Claim**”) (including reasonable attorney’s fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by ACLP or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of ACLP contained in or made pursuant to this Agreement; any misrepresentations of ACLP contained in or made pursuant to this Agreement; any action or omission by ACLP or its Representatives that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, ACLP will reimburse Manager, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. Further, the Parties acknowledge and agree that Manager and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date, including, but not limited to, management of the School by any third parties. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.2 Indemnification of ACLP. Manager will indemnify, defend and save and hold ACLP and its Representatives harmless against any and all third party Claims (including reasonable attorney’s fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Manager, its agents, employees or assigns or noncompliance by Manager with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, any misrepresentation of the Manager contained in or made pursuant to this Agreement, any action or omission by the Manager or its Representatives that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, Manager will reimburse ACLP for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.3 Defense. A Party seeking indemnification under this ARTICLE IX (the “**Indemnitee**”) shall give notice to the indemnifying Party (the “**Indemnitor**”) of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee’s consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded

the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and at the expense of the Indemnitee. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgement regarding same if such settlement, final order or judgement includes an admission of wrongdoing in Indemnitee's or Affiliate's name unless Indemnitee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitee under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

9.4 Limitations of Liabilities.

- (a) Immunities. ACLP will assert all immunities and statutory limitations of liability in connection with any third-party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Manager which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding this Section 9.4, to the fullest extent permitted by law, will waive the defense of governmental immunity in any dispute between the Parties.
- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO ACLP'S PAYMENT OBLIGATIONS PURSUANT TO ARTICLE IV AND THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.
- (c) ECONOMIC DAMAGES. EXCEPT IN CONNECTION WITH INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE

CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.

- 9.5 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

ARTICLE X. INSURANCE

- 10.1 Insurance Coverage. Manager will help ACLP obtain, and ACLP shall maintain, the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Charter Contract: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. The insurance coverage shall be not only for ACLP, its directors, officers and employees, but also such policies shall name Manager, its Affiliates and their respective Representatives as additional insureds under such policies. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to the Manager and Authorizer. Upon Manager's request, ACLP shall deliver to the Manager a copy of such policies.
- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE XI. REPRESENTATIONS AND WARRANTIES

- 11.1 Representations and Warranties of Manager. Manager hereby represents and warrants to the School:
- (a) Manager is a duly formed limited liability company in good standing and is authorized to conduct business in the State.

- (b) To the best of its knowledge, Manager has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) Manager's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
- (d) The services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.

11.2 Representations and Warranties of ACLP. ACLP hereby represents and warrants to Manager:

- (a) The Charter Contract (i) authorizes ACLP to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests ACLP with all authority and powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.
- (b) ACLP has the authority under applicable laws and regulations to contract with a private entity to perform and provide the Educational Services, Administrative Services, Technology Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) ACLP's actions have been duly and validly authorized, and ACLP will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to ACLP and ACLP has sufficient funds in the approved Budget to pay for such expenditures.
- (d) ACLP is not in breach of the terms of the Charter Contract.
- (e) ACLP has no intellectual or property rights or claims in the curriculum or other educational materials provided by Manager or in the name "ACCEL™" and will make no such claims in the future.
- (f) After the Effective Date, the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements with respect to the School or which revenues from the operation of the School shall be pledged without the prior written consent of the Manager, which consent shall not be unreasonably withheld, conditioned or delayed.

- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE XII.
CONFIDENTIALITY AND NON-DISCLOSURE**

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the "*Disclosing Party*") or received through association with the Disclosing Party (collectively, "*Confidential Information*"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "*Receiving Party*") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.
- 12.2 Care and Authorized Use. Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party

waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

- 12.3 The Parties acknowledge that educational materials and teaching techniques developed by Manager solely for use by ACLP are subject to disclosure under Arizona Public Records Law.
- 12.4 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

- 13.1 Integration, Sole Agreement, and Third-Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.
- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.
- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of Arizona, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the Administrative Facility is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.

- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mails, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

To:

Arizona Collaborative Learning Partners, Inc.
c/o Academy with Community Partners
Attention: President
433 N Hall
Mesa, AZ 85203

With a copy to:

William J. Gelm
Buchalter
15279 North Scottsdale Road, Suite 400
Scottsdale, AZ 85254

Facsimile:

To:

Accel Online Arizona LLC
Attn: Chief Operating Officer
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

And legal@pansophiclearning.com

With a copy to:

Accel Schools LLC
Attn: General Counsel
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to ACLP, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of ACLP, delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by ACLP and signed by both the Corporate Board president or other authorized officer of the Corporate Board and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.
- 13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event,

no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the “Fees” Section of this Agreement or loans.

13.12 Injunctive Relief and Dispute Resolution.

- (a) Injunctive Relief. ACLP acknowledges that the covenants set forth in Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” above are reasonable in scope and content and necessary to protect the Manager and its business interests. ACLP understands and agrees that the breach or threatened breach of Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” of this Agreement would give rise to the aggrieved Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.
- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board’s president and Manager’s Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:
 - (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
 - (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses described in the “Limitations of Liability” Section and each Party expressly waives and foregoes any right to the damages or losses.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.

(e) Shared Fees and Expenses. The fees and expenses of the arbitration panel should be shared equally by the Parties before the arbitration award is made. The arbitration award shall require the Party which does not prevail in the arbitration to reimburse the prevailing Party for the one half of the fees and expenses of arbitration panel paid by the prevailing Party.

13.13 Survival on Termination or Expiration. The following Articles and/or Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Online Arizona LLC

Arizona Collaborative Learning Partners, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Item #3

					Comment
STUDENT COUNT (at full enrollment)				232.84	Reflects September to June in-year average enrollments
Number of Students (Budget based on)				203.62	Reflects projected funded enrollments of 97% of K-6 students and 70% of MS students
% of Full Enrollment Budget Based On				87.45%	
CARRYOVER (Balance from Start-Up Budget in year 1 or previous year)					
REVENUE				\$ Amount	
State Funding (Equalization Assistance)				\$ 1,931,920	Per State Funding Revenue Calculator for funded enrollments
Secured Funds - Private Donations					
Secured Funds - Loans					
Secured Funds - Other					
Total Revenue				\$ 1,931,920	
Administration, Instruction, & Support (AIS) EXPENDITURES	# of Staff	@ Salary	Req. Cont.	Total	
<i>(add lines as necessary)</i>					
Salaries					
Director/Principal	1.00	\$ 105,553	\$ 10,555.30	\$ 116,108	
Assistant Principal(s)	-			\$ -	
Manager(s) of Special Education	1.0	\$ 80,000	\$ 8,000.00	\$ 88,000	
Other Admin staff	2.0	\$ 52,500	\$ 10,500.00	\$ 115,500	
Teacher-Regular Education	5.9	\$ 50,000	\$ 29,461.28	\$ 324,074	
Teacher-Special Education	0.9	\$ 53,000	\$ 4,936.24	\$ 54,299	
Teacher-ELL Lead Teachers	0.9	\$ 51,000	\$ 4,453.10	\$ 48,984	
Instructional Assistants-Regular Education	0.50	\$ 42,000	\$ 2,100.00	\$ 23,100	
Instructional Assistants-Special Education	-			\$ -	
Counselor	0.50	\$ 60,000	\$ 3,000.00	\$ 33,000	
Clerical	1.00	\$ 36,000	\$ 3,600.00	\$ 39,600	
Bonus Allocation				30,642	
Teacher Stipends				30,000	
Parent & Student Activities Program Exp				9,314	
Student Testing and Assessment				44,583	
Staff Training /PD (Teachers)				8,850	
Student Technology Support Reimbursement				40,864	
Bookkeeper/Finance	-			-	
Custodial/Maintenance	-			-	
Other student costs	-			578	
Other teacher costs	-			-	
Employee Benefits				30,642	
Employee Insurance (if applicable)				122,569	
Office Supplies (Paper, Postage, etc.)				-	
Instructional Consumables				-	
Membership Dues, Registrations, & Travel				4,500	
Contracted Services (SIS)				58,210	
Contracted Services (Special Education)				11,642	
Curriculum & Resource Materials				302,694	
Library Resources/Software				-	
SIS Software				6,000	
Auditor Fees				20,000	
Other				-	
Total Administration, Instruction, & Support				1,563,754	
Operations & Maintenance (O&M) EXPENDITURES				Total	Comment
<i>(add lines as necessary)</i>					
Supplies				\$ -	
Marketing/Advertising				\$ 200,000	
Contracted Services - O&M				\$ 10,040	
Building Rent/Lease/Loan				\$ -	
Maintenance and Repair				\$ -	
Building & Improvements				\$ -	
Land & Improvements				\$ -	
Fees/Permits				\$ -	
Property/Casualty Insurance				\$ -	
Liability Insurance				\$ 31,000	
Utilities (Electric, Gas, Water, Waste)				\$ -	
Phone/Communications/Internet Connectivity				\$ -	
Transportation				\$ -	
Food Service				\$ -	
Student Furniture & Other Equipment				\$ -	
Office Furniture & Other Equipment				\$ -	
Student Technology Equipment				\$ 67,990	
Office Technology Equipment				\$ -	
Other Leases (Security, Copiers, etc.)				\$ -	
Loan Repayment				\$ 2,645	
Staff Recruiting				\$ 3,424	
Legal Services				\$ 5,000	
Board Related Expenses				\$ 10,000	
Payroll Processing Fees				\$ 16,436	
Banking Fees				\$ 1,000	
Contracted Pupli Health Support				\$ 1,312	
In Person Covid-19 Health Measures				\$ -	
Other					
Total Operations & Maintenance				\$ 348,846	
Total Expenditures				\$ 1,912,601	
Total Revenues				\$ 1,931,920	
Budget Balance (=Revenues-Expenditures)				\$ 19,319	1% of funding, reflects projected Accel invoice credits of \$260,429

Virtual Preparatory Academy of Arizona

FY24 Budget Projections – *prepared 4-4-23*

Overview

- FY24 Enrollment projected at an in-year average of 233 students, with a high of 250

- Staffing

Instructional Staff

- 5 Reg Ed Teachers
- 1 ELL Teacher
- 1 Special Education Teacher
- .5 Success Coach
- .5 Counselor

Administration

- Principal
- Manager of Special Education
- Operations Manager
- Testing Coordinator
- Administrative Assistant

Virtual Preparatory Academy of Arizona

FY24 Budget Projections

Overview (continued)

- **Revenues - \$1,931,920**
 - Reflects funding for 90.5% of all students, 97% for K-6, 70% for MS

- **Expenses - \$1,912,601**

- **Surplus/Ending Fund Balance - \$19,319**
 - Reflects project Accel Invoice Credits of \$260,429

Virtual Preparatory Academy of Arizona

FY24 Projected Enrollments

Month Starting	SY 23.24 Projection				SY 23.24 Projection			
	Active	New Students Starting	Withdrawn	Ending	K-5	6-8	HS	Total
July	-	-	-	-	-	-	-	-
August	-	131	(13)	118	55	64	-	118
September	118	109	(63)	165	76	89	-	165
October	207	72	(29)	250	128	122	-	250
November	250	38	(38)	250	119	131	-	250
December	250	23	(23)	250	116	134	-	250
January	250	50	(50)	250	116	134	-	250
February	250	29	(29)	250	116	134	-	250
March	250	18	(18)	250	116	134	-	250
April	250	-	(21)	229	106	123	-	229
May	229	-	(1)	227	105	122	-	227
June	227	-	-	207	96	112	-	207

Virtual Preparatory Academy of Arizona

FY24 Budget

Revenues

					Comment
STUDENT COUNT (at full enrollment)				232.84	Reflects September to June in-year average enrollments
Number of Students (Budget based on)				203.62	Reflects projected funded enrollments of 97% of K-6 students and 70% of MS students
% of Full Enrollment Budget Based On				87.45%	
CARRYOVER (Balance from Start-Up Budget in year 1 or previous year)					
REVENUE				\$ Amount	
State Funding (Equalization Assistance)				\$ 1,931,920	Per State Funding Revenue Calculator for funded enrollments
Secured Funds - Private Donations					
Secured Funds - Loans					
Secured Funds - Other					
Total Revenue				\$ 1,931,920	

Expenses

Administration, Instruction, & Support (AIS) EXPENDITURES	# of Staff	@ Salary	Req. Cont.	Total
<i>(add lines as necessary)</i>				
Salaries				
Director/Principal	1.00	\$ 105,553	\$ 10,555.30	\$ 116,108
Assistant Principal(s)	-			\$ -
Manager(s) of Special Education	1.0	\$ 80,000	\$ 8,000.00	\$ 88,000
Other Admin staff	2.0	\$ 52,500	\$ 10,500.00	\$ 115,500
Teacher-Regular Education	5.9	\$ 50,000	\$ 29,461.28	\$ 324,074
Teacher-Special Education	0.9	\$ 53,000	\$ 4,936.24	\$ 54,299
Teacher-ELL Lead Teachers	0.9	\$ 51,000	\$ 4,453.10	\$ 48,984
Instructional Assistants-Regular Education	0.50	\$ 42,000	\$ 2,100.00	\$ 23,100
Instructional Assistants-Special Education	-			\$ -
Counselor	0.50	\$ 60,000	\$ 3,000.00	\$ 33,000
Clerical	1.00	\$ 36,000	\$ 3,600.00	\$ 39,600
Bonus Allocation				30,642
Teacher Stipends				30,000
Parent & Student Activities Program Exp				9,314
Student Testing and Assessment				44,583
Staff Training /PD (Teachers)				8,850
Student Technology Support Reimbursement				40,864
Bookkeeper/Finance	-			-
Custodial/Maintenance	-			-
Other __ student costs _____	-			578
Other __ teacher costs _____	-			-
Employee Benefits				30,642
Employee Insurance (if applicable)				122,569
Office Supplies (Paper, Postage, etc.)				-
Instructional Consumables				-
Membership Dues, Registrations, & Travel				4,500
Contracted Services (SIS)				58,210
Contracted Services (Special Education)				11,642
Curriculum & Resource Materials				302,694
Library Resources/Software				-
SIS Software				6,000
Auditor Fees				20,000
Other				-
Total Administration, Instruction, & Support				1,563,754

Expenses
(cont'd)

Operations & Maintenance (O&M) EXPENDITURES				Total	Comment
<i>(add lines as necessary)</i>					
Supplies				\$ -	
Marketing/Advertising				\$ 200,000	
Contracted Services - O&M				\$ 10,040	
Building Rent/Lease/Loan				\$ -	
Maintenance and Repair				\$ -	
Building & Improvements				\$ -	
Land & Improvements				\$ -	
Fees/Permits				\$ -	
Property/Casualty Insurance				\$ -	
Liability Insurance				\$ 31,000	
Utilities (Electric, Gas, Water, Waste)				\$ -	
Phone/Communications/Internet Connectivity				\$ -	
Transportation				\$ -	
Food Service				\$ -	
Student Furniture & Other Equipment				\$ -	
Office Furniture & Other Equipment				\$ -	
Student Technology Equipment				\$ 67,990	
Office Technology Equipment				\$ -	
Other Leases (Security, Copiers, etc.)				\$ -	
Loan Repayment				\$ 2,645	
Staff Recruiting				\$ 3,424	
Legal Services				\$ 5,000	
Board Related Expenses				\$ 10,000	
Payroll Processing Fees				\$ 16,436	
Banking Fees				\$ 1,000	
Contracted Pupil Health Support				\$ 1,312	
In Person Covid-19 Health Measures				\$ -	
Other					
Total Operations & Maintenance				\$ 348,846	
Total Expenditures				\$1,912,601	
Total Revenues				\$1,931,920	
Budget Balance (=Revenues-Expenditures)				\$ 19,319	1% of funding, reflects projected Accel invoice credits of \$260,429

Fund Balance

Item #4

Arizona Collaborative Learning Partners, Inc.

RESOLUTION TO ESTABLISH A BANK ACCOUNT

WHEREAS, Arizona Collaborative Learning Partners, Inc. is an Arizona nonprofit public benefit corporation that operates as an Arizona public charter school.

WHEREAS, Arizona Collaborative Learning Partners, Inc.'s charter was approved by the Arizona State Board for Charter Schools on February 22, 2023.

WHEREAS, On April 13, 2023, Arizona Collaborative Learning Partners, Inc. entered an Educational Products, Administrative and Technology Services Agreement ("Services Agreement") with Accel Online Arizona LLC, a Delaware limited liability company ("Accel").

WHEREAS, pursuant to Section 1.2(a)(ii) of the Services Agreement Accel shall provide Business Administration services to Arizona Collaborative Learning Partner's, Inc. which is defined as, "Administration of all business operations of the school subject to the direction of the School."

WHEREAS, pursuant to Section 1.5 of the Services Agreement, Arizona Collaborative Learning Partner's, Inc. provides Accel with, "such authority and power as is necessary and proper for Accel to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations."

WHEREAS, Arizona Collaborative Learning Partner's, Inc. seeks to establish a bank account.

WHEREAS, Arizona Collaborative Learning Partner's, Inc. seeks to authorize Accel to establish a bank account on behalf of Arizona Collaborative Learning Partner's, Inc. as part of the business administration services provided pursuant to the Services Agreement.

WHEREAS, Arizona Collaborative Learning Partner's, Inc. seeks to authorize Accel to sign checks on behalf of Arizona Collaborative Learning Partner's, Inc. as part of the business administration services provided pursuant to the Services Agreement.

THEREFORE, IT IS RESOLVED, that Accel shall be, and hereby is, authorized to open such bank accounts as necessary for Arizona Collaborative Learning Partner's, Inc., subject to any restrictions on that authority as the Board may deem appropriate.

IT IS FURTHER RESOLVED THAT, Steve Goetzinger, Executive Vice President of Finance and Controller of Accel, and Maria Szalay, Chief Operating Officer of Accel, shall be the authorized bank account signatories on behalf of and for the benefit of Arizona Collaborative Learning Partner's, Inc., subject to any restrictions on that authority as the Board may deem appropriate, in addition to the Board's Treasurer as a signer on the bank account.

PASSED AND ADOPTED by the Board of Directors at a meeting held on April 13, 2023, by the following vote:

Board Member	Aye	No	Abstain	Absent

* * * *

CERTIFICATE OF SECRETARY

I certify that I am the duly elected Secretary of Arizona Collaborative Learning Partner’s, Inc., an Arizona nonprofit public benefit corporation; that this resolution is true and correct as written and was duly adopted by the Board at a special meeting held on April 13, 2023

Signature: _____

Date: _____

Item #5

VPA of Arizona | 2023-2024 CALENDAR

JULY '23						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

24-31 Staff Development

JANUARY '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1-2 Winter Break - School Closed
 9 Quarter 2/Semester 1 Ends
 10 Quarter 3 Begins
 15 MLK Day - School Closed

20 instructional days

AUGUST '23						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1-4 Staff Development
 7 First Day of School

19 instructional days

FEBRUARY '24						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

19 Presidents' Day - School Closed
 20 Winter Holiday

19 instructional days

SEPTEMBER '23						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

4 Labor Day - School Closed

20 instructional days

MARCH '24						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

18-21 Spring Break - School Closed
 22 Quarter 3 Ends; Student Asynch Day/Staff PD
 25 Quarter 4 Begins

16 instructional days

OCTOBER '23						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

12-13 Fall Break - School Closed
 16 Quarter 1 Ends; Student Asynch Day/Staff PD
 17 Quarter 2 Begins

17 instructional days

APRIL '24						
S	M	T	W	Th	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

22 instructional days

NOVEMBER '23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

7 Election Day
 10 Veterans' Day
 22-24 Thanksgiving Holidays - School Closed

18 instructional days

MAY '24						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

24 Last Day of School; Quarter 4/Semester 2 Ends
 27 Memorial Day
 28-31 Staff In-service

18 instructional days

DECEMBER '23						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

20-29 Winter Break - School Closed

11 instructional days

JUNE '24						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

180 Total Instructional Days
 16 Staff In-Service Days

Item #6

STORAGE LICENSE AGREEMENT

THIS STORAGE LICENSE AGREEMENT (this “**License**”) is made and entered into as of April ____, 2023, by and between ACADEMY WITH COMMUNITY PARTNERS – ARIZONA, INC., an Arizona nonprofit corporation (“**Owner**”) and ARIZONA COLLABORATIVE LEARNING PARTNERS, INC., an Arizona nonprofit corporation (“**User**”). Pursuant to the terms of this License, Owner agrees to grant to User a license to use the Premises (hereinafter defined), subject to the terms and conditions set forth herein.

1. Basic License Information

- 1.1. “**Building**” shall mean Building Two on Owner’s campus, located at 433 North Hall, Mesa, Arizona 85203. “**Property**” shall mean the Building and the parcel(s) of land on which it is located (i.e., Maricopa County commercial parcel no. 137-01-001X). “**Common Areas**” shall mean the portion of the Building and Property that are designated from time to time by Owner for the common use of Owner, User, and others.
- 1.2. “**Premises**” means the area shown on **Exhibit A** to this License, which comprises approximately 467 square feet.
- 1.3. “**Base Fee**” means the amount stated in Section 4 to be adjusted and payable in accordance therewith.
- 1.4. “**Term**” means the period of sixty (60) months, commencing on July 1, 2023 (the “**Commencement Date**”) and, unless terminated early in accordance with this License, ending on June 30, 2028 (the “**Expiration Date**”).
- 1.5. “**Permitted Use**” means the storage of files, physical records, and other similar materials, and uses ancillary thereto.
- 1.6. “**Notice Address(es)**” means, in respect of Owner or User, as applicable, the following, as the same may be modified in accordance with Section 20.

Owner: Academy with Community Partners – Arizona, Inc., Attention: Gary Williamson, 433 N. Hall, Mesa, AZ 85203

User: Arizona Collaborative Learning Partners, Inc., Attention: Katherine Watterson, 433 N. Hall, Mesa, AZ 85203

2. **Access; Term.** Owner shall provide User with access to the Premises from and after the Commencement Date for the duration of Term, subject to the terms and conditions set forth in this License. On the Commencement Date, the Premises shall be in good, vacant, broom clean condition, furnished to such extent as Owner and User may agree in advance of the Commencement Date. User agrees that it shall be responsible, at its sole cost and expense, for providing any furniture, fixtures, or equipment (to the extent not provided by Owner in accordance with the preceding sentence) necessary for its carrying out the Permitted Use at the Premises. User shall be permitted to store files, physical records, and similar materials at

the Premises at all times during the Term. User's employees, agents, and other personnel shall have access to the Premises throughout the Term at such dates and times as may be reasonably acceptable to Owner and User, and subject to such reasonable rules and regulations as Owner may from time to time adopt in accordance with Section 5 below. In connection with User's use of and access to the Premises in accordance with this License, User shall be entitled to use of common areas of the Property (sidewalks, parking lots, etc.) as may be reasonably necessary to said use and access.

3. **Termination.** Notwithstanding any other provision of this License, Owner and User shall each, acting individually, have the right to terminate this License at any time on one hundred twenty (120) days' prior written notice to the other party.
4. **Base Fee.** Commencing on the Commencement Date and continuing throughout the Term, User shall pay to Owner a Base Fee in monthly installments of \$389.17. The Base Fee shall be payable monthly, without demand, setoff, or deduction, except as otherwise provided herein, on or before the first (1st) day of each calendar month, in advance. If the Base Fee is payable for a fraction of a month, the amount payable shall be a pro rata share of a full month's rent. The Base Fee shall be timely paid to Owner in accordance with written instructions provided in advance by Owner to User, either (i) by electronic transfer to an account designated by Owner or (ii) by check payable to Owner delivered to an address designated by Owner.
5. **Compliance with Laws; Use.** The Premises shall be used for the Permitted Use and for no other use whatsoever. User shall comply with all statutes, codes, ordinances, orders, rules, and regulations of any municipal or governmental entity ("**Laws**") applicable to User or its operations at, in, or around the Premises. User shall, on prior written notice, comply with any reasonable rules and regulations adopted by Owner from time to time.
6. **Repairs and Maintenance by User.** User shall, at User's sole cost and expense, keep the Premises in good condition and repair, excepting damage to the Premises from causes beyond the control of User, ordinary wear and tear, and matters for which Owner is responsible pursuant to Section 7. If User fails to satisfy its repair obligation under this Section 6 for more than fifteen (15) days after notice from Owner (although notice shall not be required in an emergency), Owner may make the repairs, and User shall reimburse Owner for any documented costs reasonably incurred by Owner in performing said repairs.
7. **Repairs and Maintenance by Owner.** Owner shall repair and maintain, in reasonably good condition the following: (i) the structural components of the Building, (ii) the Common Area, and (iii) the electrical, plumbing, and HVAC systems serving the Building, installed or furnished by Owner. If any maintenance, repair, or service is necessitated, in whole or in part, by the act, neglect, fault or omission of User (or any person acting by or through User), User shall pay to Owner the cost of such maintenance, repairs and services within thirty (30) days following Owner's demand therefor.
8. **Alterations.** User shall not make alterations, repairs, additions, or improvements (collectively referred to as "**Alterations**") without first obtaining the written consent of Owner in each instance, which consent shall not be unreasonably withheld.

9. **Entry by Owner.** Owner may enter the Premises to inspect the Premises, to clean and make repairs, alterations, or additions, and to perform or facilitate maintenance, repairs, alterations, or additions to any portion of the Building. Except in emergencies, Owner shall provide User with reasonable prior notice of entry (which notice may be by e-mail or telephone).
10. **Assignment and Sublicensing.** User shall not assign this License or sublicense the Premises in whole or in part without the consent of Owner. Any attempted assignment or sublicensing in violation of this provision shall be null and void.
11. **Liens.** User shall not permit mechanic's or other liens to be placed upon the Property or Premises in connection with any work purportedly done by or for the benefit of User or its transferees. User shall, within ten (10) days of notice from Owner, fully discharge any lien by settlement, by bonding or by insuring over the lien in the manner prescribed by Law. If User fails to do so, Owner may bond, insure over or otherwise discharge the lien. User shall reimburse Owner for any amount paid by Owner, including, without limitation, reasonable attorneys' fees.
12. **Indemnity and Waiver of Claims.** User hereby waives all claims against and releases Owner and its trustees, members, principals, beneficiaries, partners, officers, directors, employees, mortgagees and agents (the "**Owner Related Parties**") from all claims for any injury to or death of persons, damage to property or business loss resulting from (a) acts of God, and (b) except to the extent caused by the negligence or willful misconduct of Owner, (i) the bursting or leaking of any tank, water closet, drain or other pipe or (ii) the inadequacy or failure of any security services, personnel or equipment. User, to the fullest extent permissible by Law, agrees to indemnify, hold harmless and defend the Owner Parties from and against any and all Losses arising out of or based upon, in whole or in part (i) use of the Premises by User or any trustees, members, principals, beneficiaries, partners, officers, directors, employees, or agents thereof (the "**User Related Parties**"), (ii) any negligent acts or omissions of User or any other User Related Party with respect to this License or the Premises, or (iii) the fraud, gross negligence, or willful misconduct of User or any User Related Party in connection with this License or the Premises, except in each case to the extent arising from the negligence or willful misconduct of Owner or any Owner Related Party. Owner, to the fullest extent permissible by Law, agrees to indemnify, hold harmless, and defend User from and against any and all Losses arising out of or based upon, in whole or in part (i) any failure on the part of Owner to perform or comply with any of the terms of this License, (ii) any negligent acts or omissions of Owner or any other Owner Related Party with respect to this License or the Premises, or (iii) the fraud, gross negligence, or willful misconduct of Owner or any Owner Related Party in connection with this License or the Premises, except in each case to the extent arising from the negligence or willful misconduct of User or any User Related Party. As used herein, "**Losses**" means any and all claims, suits, liabilities, actions, proceedings, obligations, losses, costs, fines, judgments, awards, and damages of whatever kind or nature (including, without limitation, reasonable attorneys' fees).
13. **Insurance.** User will, at all times during the Term, at its own cost, maintain, with companies reasonably acceptable to Owner, rated A-XII or better as set forth in the most current "Best's Key Rating Guide" and which shall be licensed to do business in the State, the following

insurance (“**User’s Insurance**”): (i) commercial general liability and property damage insurance, on an occurrence basis, with combined single liability limits of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, plus an excess or umbrella policy extending coverage as broad as primary commercial general liability coverage in an amount no less than Five Million Dollars (\$5,000,000), covering User’s activities and operations in the Premises, (ii) causes of loss-special form property insurance covering User’s personal property for its full replacement cost, (iii) workers’ compensation insurance as required by law, and (iv) if applicable, employer’s liability insurance in an amount of One Million Dollars (\$1,000,000) per person for each accident, or disease. User’s policies shall name Owner and any other person or entity reasonably designated by Owner, as additional insureds or loss payees, as applicable, as their interests appear. Upon Owner’s request, User shall provide Owner with certificates of the insurance policies herein required of User. If User fails to maintain any such insurance, Owner shall have the right, but not the obligation, to purchase such insurance, or any part thereof, and the cost of such insurance shall, immediately upon demand by Owner.

14. **Waiver of Subrogation.** Owner and User, up to the monetary limits of their respective insurance policies, each waive any and all rights that either party may have against the other, and release each other from all liability or responsibility to the other or to anyone claiming through or under them (by way of subrogation or otherwise), for any loss or damage to the Premises, any alterations or fixtures, or any trade fixtures or other personal property of any kind or nature whatsoever, which loss or damage is caused by or results from a risk insured against under any insurance policy, in force at the time, carried by the party suffering the loss or damage, notwithstanding that such loss or damage was caused by the fault or negligence of such other party, its agents, servants, employees, representatives, contractors, licensees, invitees, or guests. Both Owner and User shall obtain a waiver of subrogation from their respective insurance company. Any increased premium cost incurred by Owner or User by reason of such waiver shall be paid by the party incurring such increased premium.
15. **Casualty Damage.** Owner shall promptly notify User in writing of any fire or other casualty (a “**Casualty**”) affecting the Premises or the Building. As soon as reasonably practicable thereafter, Owner shall notify User in writing of the time period (the “**Restoration Period**”), reasonably estimated by Owner on consultation with its contractors and other consultants, during which the Premises are anticipated to be inaccessible to User or unusable for the Permitted Use. If the Restoration Period is projected to end more than sixty (60) after the Casualty, then User shall be entitled to terminate this License on written notice to Owner. If a Casualty affects a portion of the Building or Property so substantial as to have a material adverse effect on Owner’s ability to operate the remainder of the Property as a school, then Owner shall be entitled to terminate this License on written notice to User delivered within forty-five (45) days following the Casualty. If this License is not terminated in accordance with this Section 15, Owner shall promptly and diligently, restore the Building and the Premises, subject to the terms of any mortgage encumbering the Property. User shall not be obligated to pay Base Fee for any periods in excess of five (5) consecutive days during which the Premises is unusable for the Permitted Use and/or inaccessible to User.
16. **Condemnation.** Either party may terminate this License if any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or

private purchase in lieu thereof (a “**Taking**”). Owner shall also have the right to terminate this License if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Owner’s ability to operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within forty-five (45) days after it first receives notice of the Taking. The termination shall be effective on the date the physical taking occurs. All compensation awarded for a Taking, or sale proceeds, in relation to the Premises, shall be the property of Owner, provided, however, that User may separately pursue an award for (a) the value of any of User’s fixtures, furniture, equipment, and other personal property and (b) relocation and moving expenses.

17. **Default.** Each of the following occurrences shall be considered to be a “**Default**”: (a) User neglects or fails to pay any the Base Fee or other charge hereunder within ten (10) days after notice of default; (b) if User neglects or fails to perform or observe any of the other covenants, terms, provisions, or conditions on its part to be performed or observed under this License, within thirty (30) days after notice of default (or if more than thirty (30) days shall be reasonably required because of the nature of the default, then such additional time, not exceeding sixty (60) days in the aggregate, as User shall reasonably require to effectuate such cure); and (c) User (i) admits in writing its inability to pay its debts generally as they become due, (ii) commences any case, proceeding or other action seeking to have an order for relief entered on its behalf as debtor or to adjudicate it a bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any federal, state or local law relating to bankruptcy, insolvency , reorganization or relief of debtors, (iii) makes an assignment for the benefit of its creditors, (iv) is generally unable to pay its debts as they mature, (v) seeks or consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (vi) files a petition or answer seeking reorganization or arrangement under an order or decree appointing, without the consent of User, a receiver of User of the whole or substantially all of its property , and such case, proceeding or other action is not dismissed or stayed within ninety (90) days after the commencement thereof.
18. **Remedies.** Upon Default, Owner shall have the right to terminate this License, in which case User shall immediately surrender the Premises to Owner. If User fails to surrender the Premises, Owner may, in compliance with Law, enter upon and take possession of the Premises. User shall pay Owner, on demand, all past due Base Fee and other losses and damages that Owner suffers as a result of User’s Default, including Base Fee up to and including the date that Owner shall have terminated this License in accordance with this Section 18. If User is in Default of any of its non-monetary obligations under the License, Owner shall have the right to perform such obligations. User shall reimburse Owner for the cost of such performance upon demand together with reasonable charge to cover Owner’s administrative costs and overhead incurred in connection therewith. No right or remedy of Owner shall be exclusive of any other right or remedy. Each right and remedy shall be non-exclusive, cumulative and in addition to any other right and remedy now or subsequently available to Owner at Law or in equity.
19. **Limitation of Liability.** NONE OF OWNER, USER, ANY OWNER RELATED PARTY, OR ANY USER RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY OBLIGATIONS ARISING UNDER THIS LICENSE, AND IN NO EVENT SHALL

OWNER, USER, OR ANY OF THE RELATED PARTIES DESCRIBED ABOVE BE LIABLE HEREUNDER FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS, OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE.

20. **Notice.** All demands, approvals, consents, or notices shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested, or sent by overnight or same day courier service at the party's respective Notice Address(es) set forth in Section 1.6. Each notice shall be deemed to have been received upon the earlier to occur of actual delivery or the date on which delivery is refused, or, if User has vacated the Premises or any other Notice Address without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.
21. **Surrender of Premises.** At the end of the Term, User shall remove User's personal property from the Premises and leave the same broom clean, and in good order, condition, and repair, ordinary wear and tear and Casualty and condemnation excepted.
22. **Nature of Agreement.** Owner and User mutually intend this License to constitute a license and not a lease. User hereby acknowledges that it possesses no rights as a tenant of the Premises. This License and the rights of User hereunder shall not be deemed to be or construed as a tenancy, and User waives any and all notices which would otherwise be required by Law for a landlord to give to a tenant to terminate such tenancy or any such other tenancy.
23. **Miscellaneous.**
 - 23.1. Whenever a period of time is prescribed for the taking of an action by Owner or User (other than the payment of the Base Fee), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, pandemics, epidemics, shortages of labor or materials, war, terrorist acts, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**"). Force Majeure shall not include financial difficulties of the party required to perform.
 - 23.2. Owner shall have the right to transfer and assign, in whole or in part, all of its ownership interest, rights and obligations in the Building, Property or License, and upon transfer Owner shall be released from any further obligations hereunder, and User agrees to look solely to the successor in interest of Owner for the performance of such obligations.
 - 23.3. The expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this License.
 - 23.4. This License constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. This License may be

modified only by a written agreement signed by Owner and User. This License shall be interpreted and enforced in accordance with the Laws of the state or commonwealth in which the Building is located.

- 23.5. Each of Owner and User represents and warrants to the other (a) that the individual executing this License on behalf of such party is authorized to do so and (b) that such party is not, and the entities or individuals constituting, controlling, or controlled by such party, are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.
- 23.6. USER AND OWNER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN ANY MATTERS ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE, THE RELATIONSHIP OF OWNER AND USER, USER'S USE OR OCCUPANCY OF THE PREMISES, AND ANY CLAIM OF INJURY OR DAMAGE.
- 23.7. This License may be executed at different times and in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this License by a pdf sent by e-mail shall be as effective as delivery of a manually executed counterpart of this License.
- 23.8. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person, other than the parties to this License and their respective successors and permitted assigns, any rights, or remedies under or by reason of this License.

[Signatures on the following page.]

IN WITNESS WHEREOF, Owner and User have caused this License to be duly executed as of the day and year first above written.

Owner:

**ACADEMY WITH COMMUNITY
PARTNERS – ARIZONA, INC.,**
an Arizona nonprofit corporation

By: _____
Name:
Title:

User:

**ARIZONA COLLABORATIVE LEARNING
PARTNERS, INC.,**
an Arizona nonprofit corporation

By: _____
Name:
Title:

EXHIBIT A
PREMISES

(See attached.)

Item #7



**Professional
Governmental
Underwriters, LLC**
The Authority.

**CLAIMS MADE EDUCATORS LEGAL LIABILITY
INSURANCE APPLICATION**

THIS IS AN APPLICATION FOR A CLAIMS MADE POLICY WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD. DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION AMOUNT.

I. APPLICANT INFORMATION

1. Legal Name of Entity: Arizona Collaborative Partners, Inc.

2. Address: 433 N Hall

3. City: Mesa State: AZ Zip: 85203

County: Maricopa County

Human Resource Contact: (Name): Emily Schmidt
(Email): eschmidt@pansophiclearning.com
(Phone Number): 703-206-6229

4. When was the educational entity established? 3/12/2020

5. Is the educational entity seeking coverage for multiple locations: Yes No
If yes, how many? _____

6. Web Site Address: https://arizona.virtualpreparatoryacademy.com/

7. Have you had on-site monitoring visits by state or federal regulatory agencies? Yes No
If yes, provide name of agency and purpose of visit:

8. Are all entities requesting coverage identified as 501 (c)(3), tax exempt organizations by the Internal Revenue Service? Yes No

9. Description of educational entity (check all that apply):

- | | | |
|--|---|--|
| <input type="checkbox"/> Public | <input type="checkbox"/> Educational Service District | <input checked="" type="checkbox"/> Not-For-Profit |
| <input type="checkbox"/> Private | <input type="checkbox"/> 2 or 4 year College or University | <input type="checkbox"/> For-Profit |
| <input checked="" type="checkbox"/> Charter | <input checked="" type="checkbox"/> Special Needs / Behavioral | <input checked="" type="checkbox"/> Distance / Online Learning |
| <input type="checkbox"/> Vocational / Career | <input type="checkbox"/> Graduate / Professional (ex. Medical, Law, Dental) | |
| <input type="checkbox"/> Other _____ | | |

10. Board Members/Trustees are:

- Elected
 Appointed

If elected, are they elected by: Single member districts or At large

11. Student Enrollment:

	Current Year		Last Year		Next Year Est.	
	Full Time	Part Time	Full Time	Part Time	Full Time	Part Time
K-8					250	
9-12						
Pre-school						
2 or 4 year undergraduate						
Graduate						
Other:						
Total					250	

12. Employee Count:

	Current Year	
	Full Time	Part Time
Certified Teaching Faculty	7	1
Non-certified Teaching Faculty		
Non-Professional		
Administration	5	
Counselors / Psychologists		
Volunteers		
Security / Law Enforcement		
Other:		
Total	12	1

13. Does this entity operate daycare facilities or services? Yes No
 If yes, provide details of Services: _____
14. Has entity been criticized by the state board of education? Yes No
15. Is entity operating under a court's supervision? Yes No
 If yes, provide details: _____
16. Does this entity have a law enforcement presence on campus? Yes No
 If "yes", is separate Policy Professional Liability Insurance maintained? Yes No

II. FISCAL BOND INFORMATION

1. Income Statement (last three (3) years) – Please provide actual amounts from all sources.
- 2.

Fiscal Year Ends	Year	Actual Revenues	Actual Expenditures	Surplus (+) Deficit (-)	Accumulated Surplus
6/30/2024	FY24	\$2,434,053	\$2,226,841	\$207,212	\$207,212
6/30/2025	FY25	\$7,428,591	\$7,135,922	\$292,669	\$499,881
6/30/2026	FY26	\$10,762,810	\$10,191,644	\$571,166	\$1,071,047

If surplus/deficit exists, indicate how it will be eliminated:
 Surplus will be eliminated through Accel Fees

3. How much of the operating budget is State aid? 100% Federal aid? _____
4. Has any bond or tax increase been defeated in the past three (3) years? Yes No
 If yes, explain: _____
5. Do you expect a budget reduction in the next year? Yes No
 Please give amount and impact of shortfall _____

III. OPERATIONAL ADMINISTRATIVE INFORMATION

1. Is the educational entity accredited? Yes No
 List accrediting organization: Arizona State Board for Charter Schools
 Date of last review: _____
2. Does the educational entity offer programs that are not accredited? Yes No
 If yes, please separately provide additional information.
3. Has the educational entity or any of the educational entity's academic programs lost accreditation, been placed on probation or been deemed unable to gain accreditation? Yes No
 If yes, please separately provide additional information.
4. Has the educational entity added or eliminated any academic programs, including music, arts or athletic program in the last twelve (12) months or do you plan to add or eliminate any in the next twelve (12) months? Yes No
 If yes, please separately provide additional information.
5. In the last three (3) years, have you been involved in any school mergers/closings or plan to do so in the next twelve (12) months? Yes No
6. A. Are any school openings expected in the next eighteen (18) months? Yes No
 If yes, explain:
VPA Arizona official start date 8/7/2023
- B. Do you expect a reduction in staff in the next eighteen (18) months? Yes No
- C. If yes, has your attorney reviewed your staff reduction plan? Yes No

7. Have you been or anticipate to be the target of an investigation by a government entity regarding student loan default rates, gainful employment regulations, or admissions practices? Yes No
If yes, please separately provide additional information.
8. What are your student loan default rates? _____%
9. Are admissions personnel compensated based on enrollment? Yes No
10. Do you make promises or guarantees related to job placement, qualifications, or certifications attained through course of study or transferability of credits? Yes No
11. Did any of the following take place in the past three (3) years? Explain all "yes" answers on an attached sheet.
- A. Strike, slowdown or other disruption? Yes No
- B. 1. Layoff of staff or reduction in service? Yes No
2. Do you expect a reduction in staff in the next eighteen (18) months? Yes No
3. If yes, has your attorney reviewed your staff reduction plan? Yes No
- C. Disputes involving integration, segregation, discrimination or violations or civil rights? Yes No
- D. Has any employee been suspended, dismissed, demoted, transferred or tenure contract non-renewed? Yes No

Attach a copy of the log of all Equal Opportunity Employment Commission claims or complaints filed against the entity in the past five years.

12. For which of the following services does the school district use subcontractors. (Check all that apply)

- | | |
|---|---|
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Medical |
| <input type="checkbox"/> Accounting / Financial | <input type="checkbox"/> Specialized Educational |
| <input type="checkbox"/> Food | <input type="checkbox"/> Secretarial / Administrative |
| <input type="checkbox"/> Custodial | |
| <input checked="" type="checkbox"/> Other Educational | |

Describe in detail:

Accel Online Arizona LLC is the Education Service Provider for Arizona Collaborative Learning Partners

13. Do you require all subcontractors or independent consultants to carry liability insurance? Yes No
- Do you require to be added as an additional insured? Yes No

14. Has entity/board established written policies/procedures governing teachers/supervisory personnel and non-professional employees in the areas of:

- Suspension Yes No
- Dismissal Yes No
- Promotion Yes No
- Transfer Yes No
- Demotion Yes No
- Hiring Yes No
- Background checks Yes No
- Sexual Harassment Yes No
- Drug Testing Yes No

15. Has entity/board established written policies/procedures governing all students in the area of:

- Suspension Yes No
- Dismissal Yes No
- Promotion Yes No
- Transfer Yes No
- Corporal Punishment Yes No
- Acceptance Yes No
- Student use of lockers Yes No
- Parking facilities Yes No
- Sexual Harassment Yes No
- Drug Testing Yes No

16. A. Do you conduct background checks on all:

- Applicants Yes No
- New Hires Yes No
- Volunteers Yes No

B. Do your background checks on the above include:
(check appropriate areas)

Type	Teachers	Other Employees	Volunteers
Credit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Personal References	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Prior Employers	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Criminal Checks: home state	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Criminal Checks: all states	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Criminal Checks: federal	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Driving Record	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Academic Credentials	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Licenses	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- 17. A. Have your policies and procedures been reviewed by counsel? Yes No
- B. Have all employment applications and procedures been reviewed by legal counsel and found in compliance with EEOC regulations (including ADA)? Yes No
- C. Are formal written job descriptions in place for all positions? Yes No
- 18. Do guidelines provide for administrative hearings and appeals? Yes No
- A. How many hearings/appeals have taken place in the last twelve (12) months?
In what areas? N/A
- B. How many hearings/appeals from "18A" are in the area of special education?
In what areas? N/A

IV. POLICY/CLAIMS HISTORY – INCIDENTS – INSURED/UNINSURED LOSSES – CURRENT AND PRIOR FOUR YEARS (INCLUDING INSURED AND UNINSURED LOSSES). IF NO LOSSES, CHECK HERE

1. Please attach a copy of current insurance company loss runs.

Year	Policy Number	Premium	Company	No. of Losses	Dollars of Paid Loss	Paid Expenses	Dollars Open Loss Reserve	Dollars Open Expense Reserve	Total Dollars Paid & Open Loss & Expenses
Total									

- 2. A. Has any claim been made/presented to your current or prior insurers? Yes No
- B. Has any claim been made against the entity that was not covered by insurance? Yes No
- C. Has any person, former employee or job applicant made claim alleging unfair or improper treatment regarding hiring, salary, advancement, demotion, suspension or termination? Yes No
- D. Has entity been formally criticized by the state board of education? Yes No
- E. Has any claim been made or is one now pending against any person in his/her official capacity as an official employee or volunteer of the entity? Yes No
- F. Does any board member, employee or volunteer have any knowledge of any negligent act, error, omission, or breach of duty which may reasonably be expected to give rise to a claim? Yes No
- G. Is the applicant aware of any claims, acts, omissions, incidents or circumstances which might reasonably be expected to be the basis of a claim or suit? Yes No
- H. Have any of the claims, acts, omissions, incidents or circumstances identified in response to the preceding question been reported to an insurance carrier? Yes No

Disclosure to the Company is required of any such acts which become known to the applicant between the date of application and the date when coverage becomes effective. These acts shall include EEOC notice.

Section IV "yes" answers must be explained fully giving date of incident, complainant's name, cause of action, damages claimed, amount of settlement and legal cost paid and current status of each open incident/claim including open loss reserve, open loss adjustment/defense cost reserve and paid defense costs to date.

V. CURRENT INSURANCE COVERAGE INFORMATION (PLEASE ANSWER FOR ALL COVERAGES NOW IN FORCE.)

1. A. Has any such insurance been declined, canceled or not renewed? Yes No
 (Questions not applicable to Missouri residents.)

B. If yes, please explain:

2. A. Has the entity maintained continuous D&O, E&O and EPLI coverage for the last five (5) years at the limits requested? Yes No
 If no, since when? _____

B. What is the retroactive date on your current D&O, E&O and EPLI coverage?

(If none, indicate here)

Policy Type	Policy Number	Company Name	Expiration Date	Limits	Deductible	\$ Premium
General Liability						
Personal Injury						
D&O, E&O & EPLI						

3. Does your current coverage under 1. and 2. above cover sexual abuse/molestation, discrimination and corporal punishment? Yes No

VI. COVERAGE REQUESTED

1. Limits of Liability each claim and policy year aggregate: \$1,000,000 \$2,000,000 Other \$ _____

2. Dollar deductible each claim: \$1,000 \$2,500 \$5,000 \$10,000
 \$15,000 \$25,000 Other: \$ _____

VII. IMPORTANT NOTICES; STATE FRAUD NOTICES

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE, PARTNER, DIRECTOR OR OFFICER AGREES THAT IF THE INFORMATION SUPPLIED ON THIS APPLICATION CHANGES BETWEEN THE DATE THE APPLICATION IS EXECUTED AND THE TIME THE PROPOSED INSURANCE POLICY IS BOUND OR COVERAGE COMMENCES, THE NAMED INSURED WILL IMMEDIATELY NOTIFY THE INSURER IN WRITING OF SUCH CHANGES. THE INSURER RESERVES ITS RIGHTS TO MODIFY OR WITHDRAW ITS PROPOSAL.

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE, REPRESENTS AND WARRANTS ON BEHALF OF THE NAMED INSURED AND ALL PERSONS OR ENTITIES FOR WHOM INSURANCE IS BEING SOUGHT THAT TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF AND AFTER DILIGENT INQUIRY, THE STATEMENTS SET FORTH IN THIS APPLICATION AND ANY ATTACHMENTS HERETO ARE TRUE AND ACCURATE. IT IS UNDERSTOOD THAT THE STATEMENTS IN THIS APPLICATION, INCLUDING MATERIALS SUBMITTED TO OR OBTAINED BY THE INSURER, ARE MATERIAL TO THE ACCEPTANCE OF THE RISK, AND RELIED UPON BY THE INSURER.

APPLICANT FRAUD WARNINGS

NOTICE TO ALABAMA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

NOTICE TO ARKANSAS APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO CALIFORNIA APPLICANTS: All applications for liability insurance and all claim forms: For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

NOTICE TO COLORADO APPLICANTS: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

NOTICE TO DISTRICT OF COLUMBIA APPLICANTS: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO FLORIDA APPLICANTS: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO KANSAS APPLICANTS: A "fraudulent insurance act" means an act committed by any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance that such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto.

NOTICE TO KENTUCKY APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

NOTICE TO LOUISIANA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MAINE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or denial of insurance benefits.

NOTICE TO MARYLAND APPLICANTS: Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO NEW JERSEY APPLICANTS: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO NEW MEXICO APPLICANTS: ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO CIVIL FINES AND CRIMINAL PENALTIES.

NOTICE TO OHIO APPLICANTS: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

NOTICE TO OKLAHOMA APPLICANTS: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PENNSYLVANIA APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

NOTICE TO PUERTO RICO APPLICANTS: Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

NOTICE TO RHODE ISLAND APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO TENNESSEE APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO VIRGINIA APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WASHINGTON APPLICANTS: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

NOTICE TO WEST VIRGINIA APPLICANTS: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO ALL OTHER STATES: Any person who knowingly and willfully presents false information in an application for insurance may be guilty of insurance fraud and subject to fines and confinement in prison. (In Oregon, the aforementioned actions may constitute a fraudulent insurance act which may be a crime and may subject the person to penalties).

NOTICE TO NEW YORK APPLICANTS: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

VIII. AUTHORIZED ENTITY REPRESENTATIVE; APPLICANT’S SIGNATURE

_____	_____
Authorized Signatory of Entity	Date
Type text here	
_____	_____
Print Name and Title	Phone Number

1. The official designated to receive any and all notices from the insurer to the entity concerning any policy issued as a result of this application shall be (please type or print).

Name: _____
Title: _____

2. Entities Attestation: The authorized signer of this application attests to the best of his/her knowledge that statements set forth herein are true; that no fact, circumstance nor situation indicating the probability of a claim or action now known to any entity official or employee has not been declared; and it is agreed by all concerned that omission of such information shall exclude any such claim or action from coverage under the insurance being applied for. It is further acknowledged that the signing of this application does not bind the signer to purchase the insurance, but it is agreed this form shall be the basis of the contract should a policy be issued, and this form will serve as the basis of and will be referenced in the policy.

IX. AGENCY INFORMATION

Agency Name: _____
Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Will you make surplus lines filings if necessary? Yes No

Provide your surplus lines license number: _____

X. PLEASE ATTACH:

- **Carrier Loss Runs**
- **Current Budget**
- **Current Year End Financial Statement**
- **Personnel Practices for questions 14, 16, 18 under Section III**