

CHARTER SCHOOL SERVICES AGREEMENT

This Charter School Services Agreement (the “**Agreement**”) is dated May 10, 2018 and is between UTAH VIRTUAL ACADEMY, a Utah nonprofit corporation (the “**School**”), and ACADEMICA WEST, LLC, a Utah limited liability company (“**Academica West**”).

RECITALS

- A. The School has received a charter (the “**Charter**”) from the Utah State Charter School Board (the “**Authorizer**”) to operate a charter school with multiple campuses.
- B. The School is governed by its Board of Directors (the “**Board**”).
- C. Academic control and freedom are integral to the success of the School, and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum.
- D. The School desires to ensure that its charter school receives professional support services and is operated in accordance with the requirements of its Charter and applicable laws.
- E. Academica West was established to provide professional support services and consulting to charter schools.
- F. Academica West’s mission is to provide tailored business, administrative, governance and compliance services and support to its clients, enhancing the charter school’s ability to achieve its unique focus and vision.
- G. Academica West personnel are familiar with the governmental agencies with which charter schools interact and applicable legal requirements associated with the establishment and operation of charter schools and charter school facilities.
- H. Academica West personnel are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants and other forms of revenue and financing for charter schools.
- I. Academica West personnel regularly attend state and national meetings and conferences for charter school operators and consultants in order to remain informed about developments in the charter school community.
- J. Academica West provides support to a network of charter schools, and these schools benefit from having access to a uniform, system-wide reporting, accounting and recordkeeping system.
- K. Based on the success of other schools with which Academica West has worked, the Board’s assessment of the School’s needs and Academica West’s capabilities, the School believes that contracting with Academica West will allow the School’s administration to more

fully focus on accomplishing the School's educational mission and achieving the Board's vision. The Board believes that such a relationship will benefit the School and ultimately allow it to be more successful.

L. The School and Academica West desire to enter into this Agreement for the purpose of having Academica West provide governance, business, administrative, and compliance services to the School as set forth herein.

AGREEMENT

The parties therefore agree as follows:

1. Relationship Between the Board and Academica West.

- a) The parties acknowledge that the Board retains full authority and responsibility for the governance of the School.
- b) Academica West's role will be to advise, assist and consult with the Board and the School's head of school (the "Director") and to provide the services and support set forth in this Agreement.
- c) Academica West will perform its duties under the direction of the Board and in accordance with the Charter, the policies and procedures established by the Board, and applicable law.
- d) Academica West will keep the Board informed of its activities as necessary to enable the Board to perform its responsibilities.
- e) Academica West will advise and make recommendations to the Board and Director for the establishment of the systems that Academica West believes, based on its experience, are in the School's best interests and are necessary to accomplish Academica West's duties.
- f) The Board will review advice and recommendations made by Academica West and act upon them in the Board's sole discretion.
- g) Academica West will cooperate and coordinate with the Director in connection with their respective areas of responsibility. In managing the School, the Director will consult with Academica West personnel in connection with Academica West's areas of responsibility and will endeavor to utilize Academica West's services and expertise.
- h) The Board may consult with Academica West in order to establish standards and monitoring criteria for the Board to evaluate whether the School's mission is being accomplished.

- i) The Board and Director will exercise good faith in considering Academica West's recommendations, including but not limited to those concerning policies, procedures, rules, regulations and budgets.
 - j) The Board and Director will exercise good faith in complying with requirements of the Authorizer and applicable laws and regulations.
 - k) The Board and Director will cooperate with Academica West to enable Academica West to fulfill its obligations under this Agreement. Cooperation will include, but not be limited to, providing Academica West with timely notice of regular and special Board meetings; timely submitting to Academica West required forms and reports; and timely furnishing Academica West with all required information, documents and records.
2. **Board of Directors' Meetings.** Academica West will schedule, coordinate and attend regular and special Board meetings and facilitate compliance with legal requirements regarding the conduct of public meetings and record keeping for such meetings.
 3. **Policy Development.** Academica West will consult with and assist the Board in the development and drafting of Board policies and related administrative procedures.
 4. **Board Development.** Academica West will consult with and assist the Board regarding board development needs. Such assistance may include coordinating, researching, and planning for board training and retreats.
 5. **Financial Reporting and Recordkeeping.** Academica West will accurately maintain the School's financial records and will coordinate with the Director to ensure accurate and timely financial reporting as required by the Authorizer and applicable law. Academica West will prepare and file the School's annual Form 990 tax return.
 6. **Bookkeeping and Payroll.** Academica West will provide bookkeeping services for the School, including accounts payable, bank statement reconciliations and related services. Academica West will coordinate compilation and submission of the School's employee payroll.
 7. **Budgeting and Financial Projections.**
 - a) Academica West will coordinate with the Director and Board members in order to prepare annual budgets and financial forecasts for the Board's review and approval.
 - b) Academica West will prepare amended budgets and consult with the Board on financial matters as requested.
 - c) Academica West will ensure that annual budgets are prepared, made available for inspection and submitted in accordance with state law governing the adoption or amendment of public charter school budgets.

- d) Academica West will consult with the Director on the administration of the budget adopted by the Board in order to assist the Director in sound financial decision-making.
 - e) Academica West will provide accounting and financial information to the Board and the Director on a regular basis as requested by the Board and Director and will ensure that Board members and the Director receive monthly financial reports as required by state law.
8. **Audits.** The Board is responsible for engaging an independent accounting firm with demonstrated experience in performing annual financial audits of Utah public charter schools to conduct its annual financial audit. Academica West will coordinate with the Board's selected accounting firm to assist with the planning, field work, financial statement preparation, and distribution of the completed audit to all required state agencies and debt instrument holders, as applicable. In addition to the financial audit, Academica West will also coordinate the school's annual October 1st enrollment audit, and annual student membership testing as required by law.
 9. **Financing Coordination.** Academica West will assist the School in obtaining loans from private and public sources as requested by the Board.
 10. **Purchasing Support.** Academica West will coordinate with the Board and the Director in connection with the School's purchasing needs, including soliciting bids or proposals, researching options, obtaining information, negotiating and acting as the School's liaison with vendors, and assisting with compliance of applicable purchasing and procurement laws.
 11. **Administrative Consulting.** Academica West will consult with the Director regarding administrative issues, the development of administrative procedures and practices, Utah State Board of Education ("USBE") rules and regulations, and other issues identified by the Board, the Director, and/or Academica West in order to assist the Director in performing their duties.
 12. **Student Information Systems.** Academica West will remain up to date on issues related to the student information system and assist School staff in utilizing the student information system employed by the School.
 13. **Authorizer and USBE Representation.** At the Board's request, Academica West will serve as the School's liaison with the Authorizer and USBE officials. In connection therewith, Academica West personnel will attend state meetings and public hearings and report important information to the Board and Director.
 14. **Charter Expansion or Amendment Coordination.** At the request of the Board, Academica West will consult with the Board in order to determine the terms of any proposed expansion or charter amendment. Academica West will coordinate the actions necessary in order to apply for such expansion or amendment with the Authorizer.

15. **Human Resources Administration.**

- a) Academica West will coordinate with the Director to identify and recruit qualified teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The Director, under the direction of the Board, will retain discretion and authority regarding the employment of administrators, faculty and staff for the School. Academica West will assist the Director and the Board in preparing employment agreements and employee manuals for the School. All administrators, teachers, staff members, and education professionals will be hired as employees of the School.
 - b) Academica West will consult with the Director and Board regarding employment-related issues that arise in the School and will monitor the School's CACTUS database to ensure the Director is aware of each staff member's licensure/qualifications status.
 - c) Academica West will propose to the Board a professional employer organization to assist in the performance of human resource, employee management and payroll services for the School. The Board will retain discretion regarding which professional employer organization to use. Academica West will act as the liaison between the School and any professional employer organization the Board retains.
16. **Reporting.** Academica West will coordinate and assist in the preparation of all reports required by the Authorizer and other applicable law. Reports will be submitted to the Board or Director for approval, as appropriate, and Academica West will coordinate the delivery and review process established by the Authorizer.
17. **Recordkeeping.** Academica West will coordinate with the Director regarding the maintenance of the School's records. Academica West will facilitate compliance with applicable legal requirements related to recordkeeping, including but not limited to maintaining confidentiality of all pertinent records and responding to records requests.
18. **Student Recruitment, Enrollment and Registration.** Academica West will assist the Board and Director, at their request, in the development of the Board and Director's plan for marketing and the recruitment of students. Academica West will assist the School in developing and implementing a student enrollment and registration process to ensure compliance with the restrictions and limitations of the Charter and applicable law regarding recruitment and admission.

General Terms

19. **Term.** The term of the Agreement will commence on July 1, 2018 (the "Effective Date"). The initial term of the Agreement (the "Term") will be five (5) years from the Effective Date unless the Agreement is terminated as specified below.
20. **Termination.** The Board may terminate this Agreement prior to the end of the Term in the event that Academica West fails to remedy a material breach of the Agreement within sixty

(60) days after receipt of written notice of such breach from the Board. Material breach by Academica West would include, but is not limited to: (1) failure to properly account for revenues or expenditures for and on behalf of the School; (2) failure to comply with (a) policies, procedures, rules or regulations duly adopted by the Board, (b) any law, or (c) the provisions of the Charter; (3) gross negligence or willful misconduct of any Academica West personnel in connection with the School; or (4) Academica West's failure to perform services pursuant to this Agreement, which failure materially interferes with the Board's ability to fulfill its responsibilities. Academica West may terminate this Agreement prior to the end of the Term in the event that the School fails to remedy a material breach of the Agreement within sixty (60) days after receipt of written notice of such breach from Academica West.

21. **Compensation.** Academica West's fee is calculated on a per-student basis. Student enrollment will be calculated each year based on the combined enrollment of all School campuses and will be established each year by the School's audited October 1 enrollment count. Each year, Academica West's fee will be prorated and payable in monthly installments. Compensation shall be calculated as follows:
- a) Beginning on July 1, 2018 and continuing for the remainder of the Term of the Agreement, the School will pay Academica West a fee of three hundred fifty dollars (\$350.00) per student.
 - b) Beginning with the second year of the Agreement, the per-student fee will be increased on July 1 each year during the Term of the Agreement in proportion to annual percentage changes in the CPI between the Base CPI and the Adjusted CPI. "CPI" means the Consumer Price Index for All Urban Consumers (CPI-U) for the United States, All Items (1982-84 = 100), published by the Bureau of Labor Statistics, United States Department of Labor. "Adjusted CPI" means the most recently published CPI as of July 1 each year during the Term of the Agreement. "Base CPI" means the most recently published CPI as of June 30 of the prior year.
22. **Data Confidentiality.** The terms of the Data Confidentiality Addendum, attached hereto as Exhibit A, shall be considered part of this Agreement.
23. **Turnaround Reporting.** Academica West shall provide School's board with a written report identifying the key reasons why the School has been designated a "turnaround" school by the Utah State Board of Education under Utah Code, and their recommendations on the changes the School needs to make to no longer be designated a turnaround school, every three months, with the first such report due December 1, 2018. The School shall make the review of such report an agenda item at their first board meeting after receiving such report, and shall discuss its contents in open session. In the event the School is still designated a "turnaround" school as of January 1, 2021, then the School may give written notice by no later than January 31, 2021 that this Agreement is terminated on June 30, 2021, and this Agreement shall be terminated as of that date notwithstanding anything to the contrary in this Agreement. In addition, in the event the School is still designated a "turnaround" school as of January 1, 2022, then the School may give written notice by no

later than January 31, 2022 that this Agreement is terminated on June 30, 2022, and this Agreement shall be terminated as of that date notwithstanding anything to the contrary in this Agreement. In the event the School is still designated a "turnaround" school as of January 1, 2021 or 2022, and that designation cannot be removed due to changes in the procedures or practices of the State Board of Education or the State Charter School Board regardless of the School's performance, the School's right to terminate this Agreement under this Section will be suspended until such time that consideration of the School's "turnaround" designation can be based on the School's performance.

The parties acknowledge that (a) the School's success in having the "turnaround" school designation removed and (b) Academica West's ability to perform the reporting obligations contemplated in this Section depend on the mutual cooperation of Academica West, the Board, the School's administration, and the School's education service provider.

24. **Full Enrollment and/or Additional Students Reporting.** In the event that the School is no longer designated a "turnaround" school by the Utah State Board of Education under Utah Code, Academica West shall replace the quarterly turnaround report discussed in Section 23 with a quarterly report identifying the primary reasons why the School does not have full enrollment under their current charter, and the changes the School needs to make to get to full enrollment. In the event the School's enrollment is 97% or more of full enrollment under their current charter, such report shall instead identify the primary reasons why the State Charter School Board might deny an application for an increase in the enrollment allowed under the School's charter by 500 students. The School shall make the review of such reports an agenda item at their first board meeting after receiving such report, and shall discuss its contents in open session. In the event the School is approved for a one time or cumulative increase of 500 students or more under their charter before July 1, 2023, Academica West shall have no further obligations under this Section 24.

25. **Miscellaneous**

- a) Neither party will be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.
- b) This Agreement will constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties. Any material amendment to this Agreement will require approval of the Board.
- c) Neither party will assign this Agreement without the written consent of the other party; such consent will not be unreasonably withheld.

- d) No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision unless expressly stated.
- e) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination will not affect any other provision or any part of any other provision of this Agreement and all such provisions will remain in full force and effect.
- f) This Agreement is not intended to create any rights for any third party beneficiary.
- g) This Agreement is made and entered into in the State of Utah and will be interpreted according to the laws of that state.
- h) Every notice, approval, consent or other communication authorized or required by this Agreement will not be effective unless it is in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Academica West
290 N. Flint St., Suite A
Kaysville, UT 84037

Utah Virtual Academy
310 E 4500 S #620
Murray, UT 84107

With a copy to:

Kirton McConkie PC
Attention: Joel Wright
2600 W. Executive Pkwy, Suite 400
Lehi, UT 84043

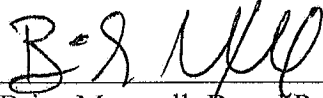
- i) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and will not be considered in the interpretation of the Agreement or any provision hereof.
- j) This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one Agreement.
- k) Each of the persons executing this Agreement has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

This Agreement was approved at a meeting of the Board of Directors of Utah Virtual Academy held on May 10, 2018. At that meeting, the undersigned individual was authorized by the Board to execute a copy of this Agreement.

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

UTAH VIRTUAL ACADEMY

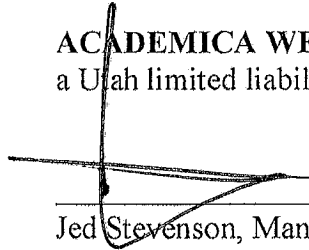
a Utah nonprofit corporation



Brian Maxwell, Board President

ACADEMICA WEST

a Utah limited liability company



Jed Stevenson, Manager

EXHIBIT A
DATA CONFIDENTIALITY ADDENDUM

Recitals

The School and Academica West are parties to a Charter School Services Agreement (the “**Agreement**”) to which this Addendum is attached regarding services to be provided by Academica West to the School (the “**AW Services**”).

Utah Code § 53A-1-1410 establishes requirements for contracts between educational entities such as the School and third party providers such as Academica West.

The parties are entering into this Addendum, in order to ensure that the Agreement complies with Section 53A-1-1410 and other applicable legal requirements.

Agreement

Now, therefore, in consideration of the foregoing and the mutual covenants and promises of the parties hereto, the parties agree as follows:

1. Except as provided in Utah Code § 53A-1-1410(4), Academica West will not use any personally identifiable student data received from the School for any purpose other than to provide the AW Services to the School. “Personally identifiable student data” means student data that identifies or is used by the holder to identify a student and includes:
 - a. a student’s first and last name;
 - b. the first and last name of a student’s family member;
 - c. a student’s or a student’s family’s home or physical address;
 - d. a student’s email address or other online contact information;
 - e. a student’s telephone number;
 - f. a student’s social security number;
 - g. a student’s biometric identifier;
 - h. a student’s health or disability data;
 - i. a student’s education entity student identification number;
 - j. a student’s social media user name and password or alias;
 - k. if associated with personally identifiable student data, the student’s persistent identifier, including:
 - i) a customer number held in a cookie; or
 - ii) a processor serial number;

- l. a combination of a student's last name or photograph with other information that together permits a person to contact the student online;
 - m. information about a student or a student's family that a person collects online and combines with other personally identifiable student data to identify the student; and
 - n. other information that is linked to a specific student that would allow a reasonable person in the school community, who does not have first-hand knowledge of the student, to identify the student with reasonable certainty.
2. Academica West acknowledges that all student data of the School is the School's property. Academica West will collect, use, store, and share personally identifiable student data only in accordance with the Agreement, this Addendum, Utah Code § 53A-1-1410, as it may be amended, and any administrative rules adopted by the Utah State Board of Education. The parties acknowledge and agree that the terms of Utah Code § 53A-1-1410, as it may be amended, and any administrative rules adopted by the Utah State Board of Education implementing Utah Code § 53A-1-1410 govern the relationship between the parties.
3. Academica West may only share personally identifiable student data with employees and independent contractors of Academica West who have a legitimate need to such data in order to enable Academica West to provide the AW Services to the School. The School may request that Academica West notify the School of independent contractors with whom Academica West shares such data and the purpose for which such data is shared and to verify to the School that such independent contractors are bound by confidentiality agreements similar in scope to this Addendum.
4. At the request of the School, Academica West will allow the School or its designee to audit Academica West in order to verify compliance with the terms of the Addendum that relate to the confidentiality and protection of personally identifiable student data. This right to conduct an audit is subject to Academica West's confidentiality obligations to other customers and third parties.
5. During the term of the Agreement, Academica West will delete personally identifiable student data at the request and direction of the School.
6. At the completion of the parties' agreement, if the Agreement has not been superseded by a new agreement executed in accordance with applicable procurement requirements, Academica West shall return or delete upon the School's request all personally identifiable student data of the School in Academica West's possession and provide to the School written verification of the return or deletion of such data, including deletion from Academica West's back-up system.
7. Academica West covenants and agrees that it shall indemnify and hold the School harmless from and against any and all third party losses, claims, legal fees, and liabilities related to or derived from any breach of this Addendum by Academica West or its employees, agents, officers, and directors.

8. In the event of any conflict between the Addendum and the Agreement, the terms of this Addendum shall govern.