

**RENEWAL OF  
FIRST AMENDED AGREEMENT FOR MISCELLANEOUS  
SERVICES FOR 2015-16 SCHOOL YEAR  
BETWEEN  
CELERITY GLOBAL DEVELOPMENT AND  
CELERITY EDUCATIONAL GROUP**

This Renewal of the First Amended Agreement for Miscellaneous Services (“Add-On Services Agreement”) is entered into on December 1, 2015, by and between Celerity Global Development, a California nonprofit public benefit corporation (“CGD”), and Celerity Educational Group, a California nonprofit public benefit corporation (“CEG”), with respect to the following facts:

A. CEG is a California nonprofit public benefit corporation organized under California law for public and charitable purposes to serve at-risk children, youth and their families by establishing and operating charter schools and other activities. CEG operates California public charter schools.

B. CGD is a California nonprofit public benefit corporation organized under California law for public and charitable purposes, including to support, promote and carry out the purposes of CEG and other public charter schools based on the CEG model.

C. CGD is the Sole Statutory Member of CEG, as defined in Section 5056 of the California Corporations Code.

D. On or about April 1, 2012, CGD and CEG entered into an agreement for management services under which CGD provides day-to-day school management, programmatic support services, staff development and supervisory oversight to CEG charter schools, as specifically identified in Section 1 of that agreement, in exchange for a percent of the revenue of each school (“Management Agreement”).

E. In addition to the day-to-day services covered by the Management Agreement, CEG is in need of additional services such as Professional Development, Compliance Reporting, Special Programs Coordination, Grant Reporting, E-Rate Administration, Human Resources, Purchasing, etc. (collectively, the “Add-On Services”, more particularly described in Section 1 herein) for the CEG charter schools for the 2015-16 school year, which the parties desire for CGD to provide at the costs described herein.

F. On or about August 25, 2014 CGD and CEG entered into an agreement for “Add-On Services” (“Original Agreement”) for CGD to provide the schools with certain services.

G. Pursuant to Section 9 of the Original Agreement, any modification or amendment of the Original Agreement must be in writing and signed by the parties thereto.

H. Now, CGD and CEG desire to renew the First Amended Agreement and reduce the services CGD provides to CEG schools on a per ADA basis.

I. This agreement amends, replaces and supersedes the December 1, 2014 to November 30, 2015 agreement in its entirety.

NOW, THEREFORE, the parties agree as follows:

1. SCOPE OF SERVICES AND COST

1.1. CGD shall provide the following Add-On Services and support, including the staff necessary to provide this support, to existing and new CEG schools from December 1, 2015 to November 30, 2016 at the costs described below. These services and costs shall include, but are not limited to:

**1.1.1 Name of Service(s):** E-Rate

**Description of Service(s):**

Provide E-Rate application management including, IT needs evaluation, and tech plan, and then the e-rate oversight management process as well as reimbursement submittals.

**1.1.2 Name of Service(s):** Compliance

**Description of Service(s):**

Provide state, federal and non-profit grant reporting and compliance. NCLB compliance reporting, NCLB Audit Liaison, SARC Reports. Review of the school network inter-entity allocations and additional support for Special education compliance and reporting.

**1.1.3 Name of Service(s):** Human Resources

**Description of Service(s):**

Provide complete solution for the organizational function that deals with issues related to people such as compensation, recruitment/hiring, performance management, organization development, safety, wellness, benefits, employee motivation, communication, administration, and training. Below is a list of products that supplement the services listed above:

HR Employee On-Boarding  
HR Benefits Admin  
HR Credential Compliance  
HR Employee Off-Boarding  
HR Helpdesk

**1.1.4 Name of Service(s):** Marketing and Media  
**Description of Service(s):**

Delivery of professional services and products that generate the profile necessary to attract students and their families, as well as all mass production of printed materials around the year such as bench marks, holiday cards, school programs, enrollment packets, etc. Below is a list of products and services:

Marketing Collateral Design  
Marketing Collateral Production  
Print Media Creation  
Business Cards and Letterheads  
Website and Graphic Design  
Print Design and Process  
Student Media Support  
Reprographics

**1.1.5 Name of Service(s):** National School Lunch Program  
**Description of Service(s):**

Services include administering and verifying the application process, providing lunch counts for reimbursement with assistance from the schools, and reconciling vendor orders. Reviews often include application verifications and on site audits of processes. Below is a list of products to support the services listed above:

NSLP Data  
NSLP Reporting  
NSLP Fiscal Compliance

**1.1.6 Name of Service(s):** Payroll  
**Description of Service(s):**

Provide semi-monthly pay to employees and administer health and welfare benefits and retirement.

**1.1.7 Name of Service(s):** Student Information Systems and Support

**Description of Service(s):** Provide licensing and customization of student information systems to support schools. Provide internal training and support for operations surrounding student information systems. Provide Helpdesk and IT support for Student Information systems surrounding student data. Provide CALPADS and student information support. Below are products provided to support services listed above:

Student Data Reporting and Support  
Student Info System  
SIS Support  
SIS Helpdesk  
State Longitudinal Reporting and Compliance  
User Management Support

**1.1.8 Name of Service(s):** Accounting/Bookkeeping/Finance

**Description of Service(s):** Provide complete internal accounting, GL entry, Reconciliation, AP/AR, and all financial reporting for internal, external, and authorizer information.

2. COMPENSATION.

2.1. As compensation for the services described in Section 1 above, CGD shall charge CEG an annual per pupil charge of \$699.

2.2. CGD shall invoice CEG every month for services performed. CEG shall submit payment to CGD within twenty (20) calendar days.

3. TERM.

3.1. This Agreement shall continue in effect for the term of twelve (12) months, beginning on December 1, 2014, and ending on twelve months thereafter. This Agreement may be renewed for subsequent school years at the end of its term, and for consecutive successive terms, upon written agreement of the Parties.

3.2. This Agreement may be terminated by either CEG or CGD upon one hundred twenty (120) days prior written notice to the other party, with or without cause.

4. LIABILITY.

4.1. Insurance.

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

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

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

4.2. It is the intent of the parties that CEG be responsible for its own debts and obligations. Nothing in this Agreement shall be construed as imposing on CGD any liability

arising out of the operations of CEG except such liability that may result from the provisions of services by CGD to CEG. CGD is acting solely as the agent of CEG in performing services under this Agreement.

4.3. CGD warrants that, to the extent required by law, each CGD staff member or contractor that provides services to CEG under this Agreement who may have contact with pupils has submitted his or her fingerprints to the Department of Justice and has not been convicted of a serious or violent felony as defined by Penal Code Sections 667.5(c) or 1192.7(c).

4.4. The parties agree to defend, indemnify, and hold each other, their employees, officers, directors and agents, free and harmless against any liability, loss, claims, demands, damages, expenses and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other party.

## 5. NOTICE.

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

For CEG: 2069 W. Slauson Ave.  
Los Angeles, Ca 90047  
Attn: Miguel Portillo

For CGD: 3415 S Sepulveda Blvd  
Suite 370  
Los Angeles, Ca 90034  
Attn: Vielka McFarlane

## 6. FIDUCIARY OBLIGATIONS.

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

## 7. HEADINGS.

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

## 8. ASSIGNMENT.

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

9. ENTIRE AGREEMENT.

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

10. AMENDMENTS.

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

11. WAIVER.

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

12. CONTROLLING LAW.

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

13. ATTORNEYS' FEES.

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

14. ARBITRATION.

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

15. AUTHORITY TO CONTRACT.

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

16. ENFORCEMENT.

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

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

CELERITY EDUCATIONAL GROUP:

CELERITY GLOBAL DEVELOPMENT:

By: Naive Canada  
Its: CEO

By: Nigela Mendi  
Its: CEO

Address: 2069 W. Stawson Ave  
Los Angeles, CA 90047

Address: 3415 S. Sepulveda  
Los Angeles CA 90034

Date: 12/7/2015

Date: 12/7/15