

CHARTER SCHOOL EDUCATIONAL SERVICES AND SUPPORT AGREEMENT

This Charter School Educational Services and Support Agreement (“Agreement”) is by and between GLOBAL OUTREACH CHARTER ACADEMY, INC., a Florida nonprofit corporation (“Global” or “Board”) on behalf of the charter schools identified on Exhibit A (collectively, “School”), and OUTREACH EDUCATION LLC, a Florida limited liability company (“Service Provider” or “SP”).

WHEREAS, Global operates a network of public charter schools and has contracts (“Charters”) with Duval County Public Schools in Florida (“Sponsor”) to operate School, each of which is identified on Exhibit A;

WHEREAS, the School is governed by the Board of Directors of Global (the “Board”), an independent Board of volunteers;

WHEREAS, the Board has complete control over the School, its academic programs, staffing needs, and curricula;

WHEREAS, Global desires academic support and related services to ensure that its School is operated in accordance with the requirements of its Charter, all State and Federal laws, as well as all applicable local, municipal and/or county ordinances;

WHEREAS, Service Provider is an educational service provider established to provide professional services and related support to public charter schools and is not a “management company” as discussed in the Charters;

WHEREAS, it is Service Provider’s mission to ensure that the vision of the Board is faithfully and effectively implemented and to ensure the autonomy and governing authority of the Board;

WHEREAS, the Board is responsible for the management and operation of the School in accordance with the Charters and Florida law;

WHEREAS, Service Provider’s officials are familiar with governmental agencies and requirements needed to establish and operate public charter schools including the School, as well

as the requirements of the Charters, of all State and Federal authorities, and of the local municipal and/or county government(s) which may be applicable to the operation of the School;

WHEREAS, Service Provider's officials are familiar with the various local, state and/or federal funding sources for charter school programs and have successfully obtained grants and other forms of revenue and financing for various charter school programs; and

WHEREAS, Global and Service Provider enter into this Agreement for the purpose of having Service Provider provide the academic support services and related administrative services identified in this Agreement to the School.

NOW THEREFORE, the parties to this Agreement agree as follows:

DUTIES OF SERVICE PROVIDER:

1. Recitals: The foregoing recitals are true, correct and incorporated herein by this reference.

2. Engagement

Global engages Service Provider to provide the support and administrative service set forth herein to the School. Service Provider accepts such engagement pursuant to the terms of this Agreement. The parties may add or remove schools from the list of schools receiving Service Provider's services by amending Exhibit A in a writing signed by both parties.

3. Duties

As authorized by the Board, Service Provider will coordinate the educational and administrative services required to support the School as further set forth on Exhibit B attached hereto. Service Provider agrees that it will devote such time and attention to its duties as are necessary to ensure the success of the Schools. Service Provider will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. Service Provider will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations. Service Provider's services will include: identification of potential school-sites; assistance with staff recruitment; assistance with human resource coordination; regulatory compliance; legal and

corporate upkeep; and assistance with the maintenance of the books and records of the School and Global as well as bookkeeping, budgeting and financial forecasting. The Board will review all recommendations made by Service Provider and act upon them in the manner the Board decides.

4. Staff Administration

Global or Board and/or its delegate will make all hiring decisions for the School and Global in accordance with law. Service Provider shall not be considered a delegate of Global or Board for this purpose. Service Provider will assist the Board in the identification, solicitation, and/or recruitment of qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals to be employed at or by School. School employees shall not be employees of Service Provider. School employees shall only be removed, dismissed, or transferred with approval of the Board or its delegate. The Board shall decide whether to use a professional employee management company and the method of human resource management, if any.

The teachers employed by the School will be certified as required by Chapter 1002.33, Florida Statutes. Skilled selected non-certified personnel may also be employed by or at the School to assist instructional staff members as teachers' aides in the same manner as defined in Chapter 1002.33, Florida Statutes and Florida Charter School Legislation. At the request of the Board, Service Provider will assist in the preparation of employment contracts for review and approval by the Board or its delegate. Upon Board request, Service Provider will propose a professional employer organization to the Board which can perform the human resource outsourcing services for the School. If the Board, in its discretion, approves a professional employer organization and/or human resource outsourcing provider, Service Provider will assist in the coordination of these services. Service Provider will act as the liaison for the School vis-à-vis the professional employer organization. All School based employees will be employees of Global, and shall be assigned to the School, and may only be removed, dismissed, or transferred with approval of Global, the Board and/or its delegate.

5. Designated Contact Person

The designated contact person of Service Provider shall be Ilya Soroka. Any alternate contact person shall be mutually approved by the Board and SP.

6. Evaluation of Service Provider

The Board will develop an evaluation instrument that will be used to annually evaluate Service Provider on the performance of its duties under this Agreement. The Board may retain the services of an outside consultant or firm to assist in the annual evaluation of Service Provider and to provide recommendations for improving Service Provider’s performance where necessary. Service Provider agrees to adhere to any such reasonable recommendations that are adopted by the Board.

7. Review of Services

The parties agree that no later than February 1, 2024, the parties will review the list of services set forth in Exhibit B and agree to work in good faith with one another to revise Exhibit B, if necessary, to reflect the totality of services that are being provided or which the parties intended to be within the scope of services.

TERM OF AGREEMENT

8. Initial Term

Unless otherwise terminated as provided in Section 8, the term of this Agreement shall be five (5) years, commencing July 1, 2023 through June 30, 2028 (“Initial Term”), except as otherwise set forth for any specific school on Exhibit A. The Commencement Date shall be deemed to be July 1 of the initial year of the Agreement, although the parties recognize that Service Provider has provided services to the Board in connection with the School and Charter before this date.

At the conclusion of the final term of this Agreement, Global shall have the option to renew this contract with Service Provider.

9. Renewal

At the expiration of the Initial Term, or any Renewal Term thereafter, this Agreement shall be renewed for an additional Renewal Term of five (5) years unless terminated by the Board pursuant to Section 8. Service Provider agrees to renew this Agreement at Global's option on the then-current terms and conditions unless there has been an uncured material breach hereunder by Global, after 60 days written notice of such breach and demand for cure.

10. Termination

- A. In the event of a breach of this Agreement by either party, the non-breaching party shall give the other party written notice of such breach and sixty (60) days to cure such breach. "Breach" shall be defined as a material breach of this Agreement by Service Provider or Global; the failure of Service Provider to provide educational support and related services sufficient to operate the School in a manner that complies with the standards of the Sponsor; any debarment of or similar action against Service Provider by any governmental entity; or any action or conduct by Service Provider or its principals that may bring disrepute to the School or Board (e.g., any arrest or conviction for a crime of moral turpitude or any felony). Global may also immediately terminate this Agreement if Service Provider engages in any conduct that may endanger or materially lessen the health, safety or welfare of students. If the Sponsor terminates or materially changes the Charter, either Global or Service Provider may upon thirty (30) days written notice terminate this Agreement without penalty or liability of any kind to either party. Notwithstanding the aforementioned, during the 1st year of this Agreement, Service Provider may immediately terminate this Agreement for any breach of Global by delivering written notice of such termination to Global at the address provided herein, following the expiration of the applicable cure period.
- B. If the Sponsor materially changes a part of the Charter, Global or Service Provider may upon thirty (30) days written notice terminate any corresponding part of this

Agreement without penalty or liability of any kind to either party.

- C. Termination rights established in this Section 8 shall apply equally to each school listed on Exhibit A. Global may terminate this Agreement in its entirety, for any individual School, or for any number of Schools listed on Exhibit A.
- D. Either party may terminate this Agreement, in its entirety or for any individual School or group of Schools in Exhibit A, at any time and for any reason, and without cause, upon providing the other party 90 days' written notice of termination. In the event of termination of this Agreement, in whole or in part, for any reason, the compensation to be paid by Global to Service Provider under this Agreement shall be pro-rated based on the date of termination.

COMPENSATION

11. Service Fee

Global shall pay Service Provider a "Service Fee" of One Thousand Dollars (\$1,000) per student Full Time Equivalent (FTE) enrolled at the School per annum during the term of this Agreement, unless terminated, provided Global receives such funds. Enrollment for purposes of determining the Service Fee shall be based on the FTE student membership of the Charter School, as reported to the Sponsor and State of Florida during the official October and February FTE student membership surveys. Prior to the October FTE student membership survey, the Service Fee shall be based upon the Charter School's projected enrollment for that School Year, and shall thereafter be retroactively adjusted based on the results of each student membership survey during the corresponding school year. The Service Fee shall be payable in equal monthly installments, provided that Global shall have no obligation to pay such Service Fee before receiving its FTE funding from the Sponsor or the State of Florida, in which event the monthly installments shall accrue until funding is received. The Service Fee may be adjusted annually at each anniversary of this Agreement based on the change in the prior year's Consumer Price Index for All Urban Consumers (CPI-U) or on the basis of the year to year percentage change in the aggregate per

student Full Time Equivalent (FTE) funding provided to the school under the law, whichever is less, but in no event shall any adjustment reduce the Service Fee below the initial level of One Thousand Dollars (\$1000) per student FTE per annum as stated above. Service Provider, in its discretion, may waive any annual adjustment and, upon request, will provide such documentation as may be reasonably requested by Global to support any waiver of an annual adjustment.

12. Additional Services

Service Provider may provide additional services not covered under this Agreement as requested and approved the Board in writing. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, upon written approval and at the expense of Global, of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

13. Reimbursement of Costs

Service Provider may be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost. The allowance the Service Provider may seek in reimbursement shall not exceed \$25,000 each year, unless otherwise approved by the Board.

14. Incurred Expenses

Pursuant to the agreement of the Board and Service Provider, Service Provider, in its discretion, may defer some or all of the service fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the schools financial records.

OTHER MATTERS

15. Conflicts of Interest

No officer, shareholder, employee or director of Service Provider or their spouse may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Service Provider, its officers, directors or principals and any other person or entity providing goods or services to the School, or which the Board is considering engaging for the provision of goods or services, Service Provider shall disclose the relationship to the Board.

16. Insurance and Indemnification

Service Provider shall carry liability insurance with commercially reasonable levels of coverage of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and indemnify the School for acts or omissions of Service Provider, its officers, directors, employees, agents, or assigns. Service Provider agrees to provide, upon request of the Board, certificates evidencing such insurance and naming Global, and its Board as additional insured. In the event Global and/or School shall, without fault on its part, be made a party to any litigation commenced by or against Service Provider, whether founded in tort, contract, or otherwise, then Service Provider shall protect and hold Global and/or School, as applicable, harmless and shall pay all costs, expenses, and attorney's fees incurred by School in connection with such litigation including any appeals. Global and School shall carry liability insurance with commercially reasonable levels of coverage of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and indemnify the Service Provider for acts or omissions of Global and School, its officers, directors, employees, agents, or assigns. School agrees to provide, upon request of the Service Provider, certificates evidencing such insurance and naming Service Provider as additional insured. In the event Service Provider shall, without fault on its part, be made a party to any litigation commenced by or against School, whether founded in tort, contract, or otherwise, then School shall protect and hold Service Provider harmless and shall pay all costs, expenses, and attorney's fees incurred by Service Provider in connection with such litigation including any appeals.

Notwithstanding the above, nothing in this provision shall operate to release either the Service Provider or the School from its own affirmative duties with respect to this Agreement, and neither party is obligated to indemnify the other party for the other party's wrongful or tortious conduct. Notwithstanding any other term in this Agreement, this Agreement and all provisions contained herein shall be subject to and governed by Section 768.28, Florida Statutes, as amended, and by Global's rights and protections under that statute, and Global's duty to indemnify hereunder shall not exceed the applicable limits of liability set forth therein.

17. Miscellaneous

(1) Neither party shall 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.

(2) This Agreement shall 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 in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

(3) Neither party shall assign this Agreement without the written consent of the other party;

(4) No waiver of any provision of or default under this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

(5) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that determination shall not affect any other provision or any part of any other provision

of this Agreement and all such provisions shall remain in full force and effect.

(6) This Agreement is not intended to create any rights of a third party beneficiary.

(7) This Agreement is made and entered into in the State of Florida and shall be interpreted according to and governed by the laws of that state, without regard to its conflicts of laws rules. Any action arising from this Agreement, shall exclusively be brought in a court in Duval County, Florida.

(8) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs.

(9) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be 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:

OUTREACH EDUCATION LLC
Attn: Ilya Soroka, Manager
1834 Landwood Street
Jacksonville, FL 32211

GLOBAL OUTREACH CHARTER ACADEMY, INC.
Attn: Larry Williams, Chairman
1252 Fromage Way
Jacksonville, FL 32225

(10) 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 shall not be considered in the interpretation of the Agreement or any provision hereof.

(11) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(12) Each of the persons executing this Agreement warrants that such person 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 GLOBAL OUTREACH CHARTER ACADEMY, INC. held on the 29 day of

June 2023. At that meeting, the undersigned Director or officer of Global Outreach Charter Academy, Inc. 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 day and year first above written.

GLOBAL OUTREACH CHARTER ACADEMY, INC.

By:  Date: 6/29/23
Larry Williams, Chairman

OUTREACH EDUCATION LLC

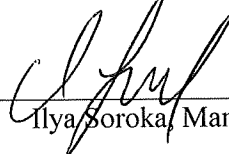
By:  Date: 6/29/23
Ilya Soroka, Manager

EXHIBIT A

SCHOOL

Global Outreach Charter Academy K-8 - 3122

Global Outreach Charter Academy High - 3573

Intercoastal – 3597

EXHIBIT B

DUTIES OF SERVICE PROVIDER

Academic

- SP will facilitate the development of an Academic Improvement Plan in accordance to the Cognia Accreditation with the School Principal to be approved by the Board.
- SP will work with the School Principal to develop the Professional Development Plan. SP may provide industry templates that will comply with the Schools accreditation requirements.
- SP will work with the School Principal to stay in compliance with all Cognia Accreditation requirements for continuous improvement. From time to time each school may request additional assistance as needed and determined by the School's Principal or Board.
- SP will be required to collect and track all documents required for the School's re-accreditation.
- SP will assist the Principal in selecting relevant curriculum and supplemental academic resources for the Schools and students based on the Charters and Board vision and mission. All curriculum and supplemental academic resources are to be approved by the Board.
- The SP will provide an evaluation for the Principal of each School to the Board for review and approval.

Operations

- SP shall coordinate the renewal of the Charters on a timely basis.
- SP will develop and manage a system for School to update their respective Website.
- SP shall coordinate the proper execution and fulfillment of School vendor contracts as approved by the Board..
- SP shall coordinate District/State communication.
- SP will coordinate and execute a marketing strategies plan for the Schools, subject to Board approval.
- SP will conduct Employee trainings for operational tasks. I.e. Raptor, Bus Scheduling, Etc.
- SP will provide Student Information System training and other training for Registrar.

- SP will work with the School Principal to stay in compliance with the Charters with the Sponsor.
- SP will identify school information systems to be used in connection with the administration and reporting system for the School. (ex. Accounting document filing, student records, computer systems, telecommunication services)
- SP will work with the school to hire a Food Services Manager to oversee food service program. The Food Services Manager will be an employee of Global.
- SP will ensure school facilities and operations have been inspected, approved, and licensed/permitted in accordance with applicable laws.
- SP will coordinate with the School to find transportation providers, maintain documentation of student ridership, and provide necessary reporting to obtain all available funding and reimbursement from the State of Florida.

HR

- SP shall develop a Recruiting and Retention plan that will directly benefit the school's pipeline for recruiting talent. (Marketing Material, Climate, Culture Surveys and other HR requirements under Cognia)
- SP Provider shall create a pipeline for hiring School staff. I.E. foster relationships with Universities and other avenues of teacher recruitment.
- SP shall coordinate Annual Staffing needs that each school may have for any necessary budgeting and projection purposes . This includes annual staffing needs, school ramp-up needs, school staffing reevaluations, bond financing staffing projections, fiscal budgeting projections.
- At the request of the Board, Service Provider will assist in preparing employment contracts for review and approval by the Board or its delegate.
- SP shall provide a Teacher certification report for out-of-field teachers.
- The SP shall oversee a Certification Coach for up to date certification requirements or changes in certification rules.
- SP will propose a professional employer organization to the Board that can perform the school's human resource outsourcing services. If the Board, in its discretion, approves a professional

employer organization and/or human resource outsourcing provider, Service Provider will assist in the coordination of these services. The service Provider will act as the liaison for the School vis-à-vis the professional employer organization. All School-based employees will be employees of CSE, and shall be assigned to the School, and may only be removed, dismissed, or transferred with the approval of CSE, the Board and/or its delegate.

- SP shall provide benefits oversight for staff as approved by the Board..

- SP shall provide pre-planning and mid-year employee training on legislative and legal concerns and updates.

- SP shall assist with Conflict Resolutions if the conflict rises above the ability of a Principal or directly about a School Principal. In such a scenario, the SP will evaluate the situation and assist in resolution. If a resolution is not reached, the SP will report the Conflict to the Board or its Designee.

- Reporting - NT System - Accountability / Deliverable / Compatibility

- SP will assist in recruiting and vetting a School Principal and shall present the recommended candidate to the Board for final approval.

- SP will prepare and update, as necessary, an Employee Handbook.

- SP shall assist with regulatory employment compliance issues. Review policies and procedures, forms, and consultations regarding employment-related issues.

- SP will identify and propose for employment by or o/b/o newly opening School qualified site administrators, teachers, paraprofessionals, administrators, and other staff members and education professionals.

- SP will work with the School to prepare and update, as necessary, a new employee orientation.

Finance

- SP shall provide compliance and oversight of the Financial Control Policies in compliance with Approved Board Policies.

- SP shall provide an industry-appropriate Budgeting Tool to develop Annual Budgets for schools along with other departments and

the School leaders. The Budgets shall be presented to the Board for Approval.

- SP shall compile and create Grant Funding Budgets and Reports with State and Local Authorities.
- SP shall compile all necessary Fiscal Reporting required under the Charters and State law.
- SP shall coordinate and assist with District/State/independent audits.
- SP will be responsible for reporting to the Board monthly on the progress of the school budgets as approved by the Board in that fiscal year.
- SP shall be responsible for compiling and submitting Financing Deliverables/Compliance
- SP shall be responsible for compiling and submitting Disaster Recovery Plan
- SP shall be responsible for compiling and submitting Monthly Reports: Financial statements
- SP shall be responsible for compiling and submitting District Deliverables - Finance
- Sp shall manage strict adherence to the Schools Procurement Policy
- SP shall be responsible for compiling and submitting DAC Reporting
- SP shall be responsible for procuring, compiling, and submit Insurance requirements for the schools various commitments
- SP shall be responsible for compiling and processing Payroll - along with Academic
- SP shall set up systems for financial practices in new schools - open bank accounts, setting up systems, training employees.
- Stay on top of business trends in charter school world, charter school funding legislation,
- Standardization of processes in account/finance dept. across Schools.
- SP shall manage any third party responsible for renovating and maintaining the School's building.
- SP shall assist the School in purchasing, leasing, or renting furniture, equipment and supplies.
- SP will serve as a liaison between the annual auditor and the Board and use best commercial efforts to ensure the accuracy and timeliness of the School's annual audit as required by the Charters and State law financial forecasts for board approval or disapproval.

- SP shall prepare State Reimbursement reports.
- SP shall compile new National School Lunch Program applications.
- SP shall coordinate and prepare Health department applications.
- SP shall coordinate Catering Contracts – collect bids, and submit to the state.
- SP shall coordinate Wellness policy development.
- SP shall coordinate Data Collection- Student reporting.

Board

- A representative of Service Provider shall attend all meetings of the Board. The Service Provider will coordinate with the chairperson of the Board as to items that need to be placed on the agenda for the Board's meetings.
- Service Provider will serve as primary liaison with the Sponsoring Public-School Board and its officials on behalf of the School. SP will attend required meetings and public hearings.
- The Service Provider will also coordinate with the Board as to its schedule and arrange for proper notice of Board meetings as the Charters and Applicable Laws require such notice.
- SP will conduct background screening required by law for members of the charter school governing board.
- SP will work with the board in the negotiation of Charters renewal.
- SP shall receive annual feedback from the Board on SP performance at public meetings.

Reporting

- SP will be responsible for all reporting to the State and Local authorities on behalf of the Board in compliance with school activities and practices.
- SP will report to the Board and shall present relevant agenda items as identified in the Board agenda.
- Obtaining financing for new schools.
- Bond Compliance.

- All District, State, and Federal Reporting and future reporting requirements that may come.

Technology

- Development, Planning, and Implementation of Technology Infrastructure
- SP will manage IT Procurement
- SP will oversee E-Rate Funding
- SP will be responsible for the optimization of IT infrastructure
- Software updates, automation, and proactive management
- Off-site Backups (Automated)
- Server infrastructure management and maintenance
- PC Patching
- Recommendations for new technology solutions
- IT Infrastructure Management
- IT Network Administration
- Server Management
- G-Suite Management
- Firewall Management
- Web Content Filter Management
- Phone System Management

Development Department

- In consultation and with Board approval, SP will solicit grants available for the funding of the School from the various government, private, and institutional sources that may be available. Such grants will include, but are not limited to, federal grants programs and various continuation grants for charter schools.
- The SP shall develop opportunities to expand the mission and vision of the School.
- SP will develop and organize international and local trips approved by the Board that align with its mission and vision.
- SP will be responsible for reporting of the grants assigned to the School.
- SP will work with the School to boost engagement with the parents and community at large.
- SP will coordinate with the school to increase enrollment/student recruitment.
- If the charter school has/develops aftercare, SP will work with school to create procedures for such program.

- SP shall provide charter expansion recommendations and assist in applications as needed.
- Grant writing.