SCHOOL MANAGEMENT AGREEMENT BETWEEN
BRICK, INC. and Marion P. Thomas Charter School, INC.

This SCHOOL MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of this 24th day of April 2019 by and between BRICK, Inc. ("CMO"), a New Jersey nonprofit corporation, and Marion P. Thomas Charter School, Inc. (the "School" or "MPTCS") a charter school authorized by the State of New Jersey. The effective date of this Agreement shall be April 25th, 2019 (the "Effective Date"). CMO and the School agree to the terms set forth below and, in the appendices, attached hereto and incorporated by reference herein.

WHEREAS, the School was granted a charter (the "Charter") by the Commissioner of Education of the State of New Jersey (the "Chartering Authority") in accordance with the New Jersey Charter School Program Act (the "Charter School Law"); and

WHEREAS, the School is overseen by a Board of Trustees ("Board"); and

WHEREAS, CMO is a provider of specialized educational and management services, including operational and administrative supports, for schools; and

WHEREAS, said services are qualitative in nature, and cannot reasonably be described by written bid specifications; and

WHEREAS, the School desires to engage CMO and CMO desires to provide certain services (as more fully set forth herein) to the School; and

WHEREAS, an appropriate resolution was duly adopted by the Board to authorize the entering into of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Article I:
Relationship

1.1 Governance

The School is governed by a Board of Trustees which is responsible for overseeing the operations of the School. The Board shall provide CMO minutes of all Board meetings. A majority of the Board members shall not have any interest in CMO as an employee, member, or otherwise.

1.2 Authority to Contract and Perform; Financial Ability

The Board hereby engages CMO to deliver the services specified in this Agreement. CMO represents and warrants that it, and/or its employees or agents, possesses the credentials necessary under the Charter and the Charter School Law to carry out its obligations hereunder, and that such credentials held by employees or agents shall remain in effect for the term of this Agreement. The parties acknowledge and agree that the Board shall retain all authority which is not delegable in accordance with the Charter School Law, and that the Board shall be responsible for oversight of CMO's performance under this Agreement.

1.3 Representations by School and CMO

Both the School and CMO represent that each party has relied upon the information provided by the other party during the course of negotiating this Agreement and such information is true and accurate to the best of the party's knowledge. Each party further represents that throughout the course of the Term of the Agreement (and thereafter as may be required), it shall provide all additional information which comes into its possession that the other party may require to perform its obligations under this Agreement.

1.4 Tax-Exempt Status

CMO acknowledges and agrees that this Agreement is intended to be consistent with the School's status as a tax-exempt organization, and both parties shall interpret this Agreement in such a manner so as to prevent this Agreement from causing the School to lose its tax-exempt status and, if necessary, shall amend this Agreement in such a manner that will cause it to comply with all applicable requirements to retain such status.

1.5 Evaluation

The School shall develop an annual charter management evaluation program to be conducted by the School under the oversight of the Board. The evaluation will be designed to evaluate the performance of CMO and its fulfillment of its obligations outlined in this Agreement. The School will conduct such evaluation no later than August 1st of each year or as otherwise directed by the Board, and in the course of such evaluation the School will analyze a wide variety of data, review CMO work samples, meet with a sampling of staff, and engage in other activities designed to obtain a detailed picture of CMO's performance. The results of such evaluation shall be presented to the Board by the School Instructional Leader or designee and shall be used by the Board in determining whether to renew this Agreement.

1.6 Term

The Term of this Agreement shall commence on the Effective Date and end on June 30th, 2021, (the "Initial Term"), unless terminated earlier or renewed in accordance with the terms and conditions of this Agreement. Thereafter, this Agreement shall be renewed for a two-(2)-year term, from July 1, 2021 to June 30th, 2023 (the "Renewal Term"), provided the Board finds the Services provided under this Agreement in Section 2.2(a) below and Appendix 1 are being performed in an effective and efficient manner, and provided further that the terms and conditions upon any renewal shall remain substantially the same as those set forth herein. In order for the Renewal Term to be exercised, each party shall give the other party three (3) months' written notice of its intention to renew the Agreement. In the absence of such notice, this Agreement shall be deemed not renewed and will naturally expire at the end of the Initial Term.

Article 2:
CMO & School Roles and Responsibilities

2.1 School Leadership (Superintendent/CEO)

(a) The Superintendent/CEO's performance is critical to the School's success. The CMO and the Board should maintain joint oversight for the supervision and evaluation of the Superintendent/CEO. CMO will provide an annual report on the Superintendent/CEO's performance.

(b) Role: The Superintendent/CEO shall coordinate the management of the School with, and report on a day-to-day basis to, the CMO. Notwithstanding the foregoing, the Board shall be responsible for employing the Superintendent/CEO.

(c) Support and evaluation. The CMO provides an intensive leadership training program for any new Superintendent/CEO, conducts a Superintendent/CEO evaluation with the Board once per year, using a comprehensive performance assessment model, and provides ongoing coaching and training for the Superintendent/CEO.

(d) Vacancies: When a vacancy arises in the Superintendent/CEO position, CMO shall lead recruiting for qualified candidate to become the new Superintendent/CEO. CMO will conduct initial screening and interviews of candidates. With consultation from the Board, the pool of candidates will be narrowed to two (2) finalists.

The Board will evaluate the finalists presented by the CMO. The Board shall not unreasonably withhold its approval. If neither finalist meets with the Board's approval, a second search shall be undertaken by the CMO.

(e) Terms of employment: The CMO shall present the proposed terms of the Superintendent/CEO's employment to the Board, including therein the duties and compensation of the Superintendent/CEO. The Board shall then vote on the approval of the terms of the new Superintendent/CEO's employment.

The Superintendent/CEO shall serve pursuant to a year-to-year contract. The Board may, with the CMO's approval, renew the Superintenent/CEO's employment contract on an annual basis. If the Board and/or the CMO decide not to renew the Superintendent/CEO's contract, the CMO will recruit and present new Superintendent/CEO candidates to the Board according to the process outlined above. The Board is responsible for notifying the Superintendent/CEO of the decision not to renew the Superintendent/CEO's employment contract in accordance with the terms set forth in such employment contract.

(f) Termination: CMO may recommend termination of a Superintendent/CEO's employment at any time. The Board shall have the final authority to terminate any Superintendent/CEO in accordance with the terms set forth in the Superintendent/CEO's employment contract.

2.2 CMO Services; Reports; and Communication

(a) Services: CMO shall provide the services set forth in Appendix 1 attached hereto (the "Services") under the oversight of the Board and in accordance with the Charter School Law and all applicable state and federal statutes and regulations.

(b) Reports: CMO shall prepare and deliver to the Board any reports relating to the School which may be required pursuant to the Charter School Law or applicable regulations.

(c) Communication: CMO personnel shall be available from time to time and upon request to discuss management issues under this Agreement with the Board and/or members thereof. CMO shall provide information regarding the operation of the School at such times and in such manner as the Board shall reasonably request, including without limitation information relating to the School's educational performance, School operations and any information required by the Board and/or the Charter School Law. This Section shall survive termination of this

Agreement with respect to reports covering periods prior to termination. The CMO will, at a minimum, present the Boad with a monthly report as to progress on the above items.

2.3 School Budget; Finance & Accounting; Expenses; Financial Reporting; Audit; Expenses

(a) Budget: CMO, in consultation with the Superintendent/CEO, shall annually prepare a proposed budget for the School and submit same to the Board for its approval not less than seven (7) days prior to the date by which budget approval by the Board is required. The budget, prepared to specifications required by State law and regulation, shall contain reasonable detail as requested by the Board and shall include projected expenses and costs reasonably associated with operating the School including, but not limited to: the projected cost of services and education programs provided to the School; leasehold and other lease or purchase costs incurred for the School facility (if applicable); maintenance and repairs to the School facility and capital improvements (if applicable); personnel salaries and benefits expenses; payroll processing expenses; supplies and furnishings necessary to operate the School; all taxes of any kind that may be assessed or imposed; insurance premiums and deductible payments; utilities; food service expenses, professional and legal fees; School development and start-up expenses, including costs of audits, Board expenses, and any other costs and expenses connected to the operation of the School. In accordance with the Charter and the requirements of this Agreement, the School shall work diligently to prepare the budget in sufficient time for the Board to approve the annual budget to meet the submission deadline required by the State Department of Education.

(b) Finance & Accounting: The CMO will employ its own School Business Administrator ("SBA") as required by State law and shall be responsible and accountable for the following financial, accounting, and bookkeeping functions:

- (a) timely payment of invoices;
- (b) payroll;
- (c) monthly reconciliation of bank statements;
- (d) debit and credit entries in a financial accounting system;
- (e) procurement.

(c) Expenses: The Board is responsible for funding all the staff positions, functions, services, and expenses required to operate the School, except that the CMO will be responsible, pursuant to this Agreement, for delivering the services outlined in Appendix 1.

(d) Financial Reporting: The CMO will prepare reports on the School's finances, which shall include detailed statements of all revenues received, from whatever source, and detailed statements of all direct expenditures for services rendered to or on behalf of the School, which shall be delivered not later than the earlier of the date on which delivery of such report is required pursuant to the Charter or the Charter School Law, and in the case of monthly reports, ten (10) days following the close of each month.

(e) Audit: The CMO will arrange for an independently audited annual financial report prepared by an auditing firm appointed and paid for by the Board, which shall explicitly correlate all

budgeted costs and expenses with actual costs and expenses based on standard cost accounting principles. CMO will cooperate fully with the auditing firm.

2.4 Student Records and Other Records

(a) CMO shall cause its officers and employees to comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including the Family Educational Rights and Privacy Act (FERPA), its implementing regulations, and state statutes and regulations; provided that CMO acknowledges that such records are property of the School, that CMO has no rights in such records whatsoever, that it shall maintain such records on behalf of the School and may use such records only in connection with its duties under this Agreement, and that it will follow the School's instructions in connection with such records. Based on the foregoing, the School hereby designates CMO and its employees as parties to whom the School has outsourced institutional services or functions who may be considered school officials within the meaning of 34 C.F.R. § 99.31(a)(1)(i)(B). All CMO employees will sign confidentiality statements to be kept in a file in the office of the Superintendent/CEO.

(b) CMO shall maintain the School's records in such a way as to permit the School to comply with record retention requirements and to provide required access and disclosure.

(c) For purposes of improved performance, fundraising, and advocacy, CMO will be permitted to use student records to conduct research projects and studies in accordance with designated guidelines. Any research projects or studies will be conducted in a manner that does not permit personal identification of students or parents (through the use of names, addresses, student identification numbers, photographs, electronic images or any other personally identifiable information) by individuals other than representatives of the organization named above that have legitimate interests in the information. Any report or other work product derived from or produced as part of the project or study shall not contain any personally identifiable information.

CMO shall ensure that any and all reports and other publications, press releases or written or electronic statements ("Reports") issued by it or by any individual or entity working in cooperation with it or under its auspices that describe, discuss or relate in any way to the School, or to the School's students and/or employees, or to data maintained or kept on file by the School, shall be provided to the School in draft form (plainly marked "DRAFT – NOT FOR PUBLICATION" on the cover) not less than thirty (30) days in advance of publication, in order to afford the School an opportunity to review the draft, provide comments, suggest changes and respond to stated conclusions. If CMO decides not to make any changes suggested by the School, CMO shall so inform the School in writing, with a statement of the reasons for its decision. No student shall be named or referred to in any way where the student's identity can be surmised in any publication. If the School is named in the publication or can be detected from reference to be MPTCS, the publication cannot be printed without the express written approval of the Board.

CMO shall ensure that all Reports issued by CMO or any individual or entity working in cooperation with them, or either of them, that describe, discuss or relate in any way to the School, or to the School's students and/or employees, or to data maintained or kept on file with the School, shall include a statement acknowledging the support and cooperation of the School and its administration, in a form approved in advance by the School. In addition, CMO shall ensure that all such Reports shall state that the findings, conclusions and recommendations stated therein belong to CMO, and that CMO takes sole responsibility for everything contained therein. When working in cooperation with any individual entity, and to ensure FERPA compliance, CMO and individual or entity procured by the CMO on behalf of the School ("Third Party") must comply with the following standards:

1. Physical Security. The CMO or Third Party must ensure the physical security to the areas where records are stored and processed, including preventing unauthorized people from entering this area or having access of any type to the area where data is stored.

2. Access/Control. The Third Party must provide to the CMO a list identifying all persons who have access and/or control of the records.

3. Mobile Devices. No mobile devices are to be permitted in the area where data is stored and/or accessed.

4. Transmitting Data. Neither the Third Party nor any of its representatives are permitted to email or otherwise transmit records to anyone other than CMO or the School. The CMO and Third Party may not sell, trade, lease, market to or otherwise transfer any of the records to another third party without the prior written consent of the CMO or Board.

5. Point of Contact. The Third Party must identify one person as its point of contact regarding the records while in the entity's possession and control.

6. Data Limitations. The Third Party agrees to maintain the least amount of confidential data necessary to adequately conduct its agreed upon duties.

7. Destruction of Data. The Third party shall destroy all records acquired from the CMO or the School within thirty (30) days upon completion of its engagement with CMO. Upon such event, the Third Party shall provide the CMO a seven-(7)-day advance notice of the manner in which the records will be destroyed and upon destruction provide written confirmation of same to the CMO. CMO will provide the Board with documentation that ALL records have been destroyed.

8. Direct Control. The CMO and School/Board shall have prompt and/or real-time access to the data provided to the Third Party upon its request. All rights to the data and any databases, documents, etc. created from that data shall remain exclusively the property of the School.

2.5 Management Fee

For the services provided by CMO under this Agreement, the School shall pay CMO as follows: The School shall pay to the CMO a fee equal to 9% of total annual federal, state, and local public revenues actually received by the School (the "Management Fee"), excluding Enterprise Fund revenues ("Fund 60") associated with food service, aftercare, facilities use charges, subleases, and other business activities. Each budget year the CMO fee will be proposed in the school budget. The Management Fee shall initially be based on budgeted numbers and shall subsequently be adjusted based on the October 15 and June 15 enrollment counts and in accordance with the Board approved audited financials. For School budgeting purposes, 60% of the management fee shall be charged to instruction and 40% shall be charged to administration." CMO shall not realize a profit from said fees. Notwithstanding the above nine percent (9%) figure, the Management Fee is not being paid from Federal funds. Rather, the nine percent (9%) sum represents the pricing of the Management Fee for the Services performed pursuant to this Agreement.

Due to the fact revenues are much lower in the initial months of the school year because of the state payment schedule and the reimbursable nature of federal funds, monthly payments will be scheduled as follows. For the first four (4) months of the school year (July, August, September, and October) the management fee for each month shall each be equal to one-twentieth (1/20) of the total management fee. For the remaining eight (8) months of the school year (November, December, January, February, March, April, May, and June) the management fee for each month shall be equal to one-tenth (1/10) of the total management fee. A retroactive payment or credit shall be made by June 30 if the total amount of these payments does not equal the final total management fee determined at the June 15 enrollment count.

2.6 Intellectual Property; Proprietary Information

(a) The parties hereby agree that for the duration of this Agreement, each party is permitted to use the other's intellectual property, but each shall maintain ownership of its own intellectual property.

(b) The Board acknowledges that CMO has a proprietary interest in the training materials, policies, processes, programs, and methodologies developed by CMO (collectively, "CMO Proprietary Information"), and that the above CMO Proprietary Information is core to CMO's business, and as such, is of significant value. CMO owns and shall own all existing, and hereafter created, copyrights, trademarks, and patents, and other intellectual property rights with respect to all training materials, policies, process, programs, and methodologies that are developed by CMO, its employees, agents or subcontractors. CMO shall have the sole and exclusive right to license any of its Proprietary Information to third parties. The Board shall take all measures reasonably necessary to protect the CMO Proprietary Information from being disclosed to or used by any third party without CMO's prior written approval, which may be withheld in its sole and absolute discretion. Nothing contained herein shall be construed in a manner that would cause the School to act or fail to act in a manner that would cause the School to be in violation of any State open records law.

(c) Subsequent to the termination of this Agreement, the School may continue to make use of CMO Proprietary Information developed or put in place at the School during the term of this Agreement, without any payment or penalty, but shall continue to be subject to the above requirements regarding non-disclosure, provided this Agreement is not terminated prior to its natural expiration, including all renewal terms.

2.7 Facilities, Property, and Equipment.

(a) To the extent reasonably necessary and feasible, the Board agrees to provide dedicated office space, desks, filing cabinets, and phones for use by CMO personnel working at the School.

(b) From time to time throughout the Term of this Agreement, CMO may bring certain property and equipment (including, but not limited to, servers, computers, printers, fax machines, scanners, copiers, etc.) into the School for use by CMO personnel and School employees, as required. Any property brought to the School by the CMO must be properly labeled with their name. A master list of all equipment owned by the CMO but on School property must be kept at the School and reviewed and executed periodically by both entities. Similarly, from time to time, CMO may be required or permitted to use property and equipment owned by the School. Any property and equipment owned by either party shall remain the property of that party, and each party may remove, replace or exchange any such property or equipment in its sole discretion at any time. Each party shall take reasonable measures to ensure that the other's property and equipment are adequately secured and protected from opportunity for damage or theft.

Article 3:
Indemnification

3.1 Legal Representation and Costs; Cooperation

Except as expressly provided herein or in connection with insurance coverage required to be provided in this Agreement by one party for the benefit of the other, each party shall be responsible for its own legal representation and legal costs. Except where there is an actual or potential conflict of interest, the School and CMO shall fully cooperate with legal counsel for one another in connection with any legal claim asserted against either of them.

3.2 Indemnification by CMO

CMO shall indemnify, defend, and save and hold the Board, its employees, officers, trustees, and agents harmless against any and all claims, demands, suits, costs, judgments, or other forms of liability to third parties, actual or claimed, including reasonable attorneys' fees (collectively, "Losses"), for injury to property or persons, occurring or allegedly occurring due to the negligent conduct or willful misconduct of CMO or of its employees, managers, members, officers, directors, subcontractors, or agents, during the term of this Agreement or any renewal thereof, except to the extent such Losses may arise due to the negligence or willful misconduct of the Board or its employees or agents. Upon timely written notice from the Board, CMO shall defend the Board, its employees, officers, trustees and agents in any such action or proceeding brought thereon.

3.3 Indemnification by School

The Board shall indemnify, defend, and save and hold CMO, its employees, officers, directors, subcontractors, and agents harmless against any and all Losses (as defined in the preceding paragraph), for injury to property or persons, occurring or allegedly occurring due to the negligent conduct or willful misconduct of the Board or of its employees, officers, trustees, or agents, during the term of this Agreement or any renewal thereof, except to the extent such Losses may arise due to the sole negligence or willful misconduct of the Board or its employees or agents. Upon timely written notice from CMO, the Board shall defend CMO, its employees, officers, directors, and agents in any such action or proceeding brought thereon.

3.4 No Waiver

The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability to third parties provided or available to either of the parties under applicable law.

Article 4:
Insurance

4.1 School Insurance

The School shall maintain insurance consistent with applicable law with carriers rated at least A- or higher by A.M. Best, including

- Commercial general liability insurance with limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate;
- Non-owned automobile liability insurance of one million dollars ($1,000,000);
- Insurance to cover employee dishonesty with limits of one hundred thousand dollars ($100,000);
- Educators legal liability insurance (which shall include coverage of trustees and officers of the School) with limits of one million dollars ($1,000,000) each claim;
- Excess liability insurance with limits of three million dollars ($3,000,000);
- Insurance to cover abuse and molestation with limits of one million dollars ($1,000,000);
- Property insurance sufficient to protect owned or leased buildings and personal property; and
- Workers Compensation insurance as required by the State of New Jersey.

CMO will be shown as an additional insured on all of the above insurance policies with the exception of Workers Compensation.

4.2 CMO Insurance

CMO shall maintain insurance consistent with applicable law, all with carriers rated at least A- or higher by A.M. Best, including

- Commercial general liability insurance with limits of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate;
- Professional Liability insurance with limits of one million dollars ($1,000,000);
- Workers Compensation insurance for CMO employees; and
- Excess liability insurance with limits of five million dollars ($5,000,000) (applicable to all of the coverages described above except professional liability).

The School will be shown as an additional insured on all of the above insurance policies with the exception of Professional Liability and Workers Compensation.

4.3 Coordination of Risk Management

The parties shall coordinate risk management activities with one another. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claim, and cooperating fully with one another in the defense of any claims.

Article 5:
Termination

5.1 Termination Without Cause

Either party may terminate this Agreement without cause at any time prior to the end of the Term upon 180 days' written notice of termination to the other party. Upon any termination without cause, CMO will be required to provide the services outlined in this Agreement until the termination date, and CMO shall be entitled to payment of the Management Fee through the termination date.

5.2 Termination For Cause by the School

The Board may terminate this Agreement for cause at any time prior to the end of the Term by written notice of termination to CMO upon the terms and for any of the reasons set forth in subparagraphs (a) and (b) herein.

(a) Without notice, if any of the following occurs:
  a. CMO is liquidated or dissolved;
  b. CMO files a petition under any federal or state bankruptcy statute;
  c. A third party files an involuntary petition against CMO under any federal or state bankruptcy statute, which involuntary petition has not been dismissed or withdrawn within ninety (90) days of the date of filing;
  d. CMO assigns this Agreement without the written consent of the Board, except as permitted in accordance with paragraph 6.13 below; or
  e. Revocation, surrender or non-renewal of the Charter on the effective date of such event.

(b) In accordance with the following procedure if CMO materially breaches any of the terms or conditions of this Agreement:
  a. If CMO fails to remedy such breach within thirty (30) days after receipt of written notice of such breach from the Board, unless such breach is incapable of being cured within thirty (30) days but is capable of being cured within ninety (90) days, in which case this Agreement may be terminated if CMO, within 30 days after receipt of such written notice, fails to initiate and diligently pursue a cure for such breach or if CMO fails to accomplish a cure for such breach within 90 days of such written notice.

b. Upon receipt of the notice of intent to terminate provided in the preceding paragraph, the cause for termination shall immediately be submitted to the Board President and CMO's Chief Executive Officer, or their respective designees, for consideration and discussions to attempt to resolve the matter. If these representatives are unable to resolve the matter, then termination shall become effective in accordance with the Board's termination notice unless the alleged default is cured within the applicable time period specified in the previous paragraph. The Board will not be liable for payment of any fees after the termination date.
c. CMO retains the right to contest a Board termination, pursuant to Article 6.1.

5.3 Termination for Cause by CMO

CMO may terminate this Agreement for cause prior to the end of the Term, by written notice of termination to Board upon the terms and for any of the reasons set forth in subparagraphs (a) or
(b) below:

(a) If the Board fails to pay when due any monetary obligation of the Board as required by the provisions of this Agreement, and such obligation remains unpaid for a period of 30 days after receiving written notice of the delinquent payment from CMO, provided that any such failure occurring as a result of the failure of any funding entity, including a school district, to make required payments to the School shall not be considered cause for termination of this Agreement; or

(a) If the Board materially breaches any of the non-monetary provisions of this Agreement, in accordance with the following procedure:
   a. If the Board fails to remedy such breach within thirty (30) days after receipt of written notice of such breach from CMO, unless such breach is incapable of being cured within 30 days but is capable of being cured within ninety (90) days, in which case this Agreement may be terminated if the Board, within thirty (30) days after receipt of such written notice, fails to initiate and diligently pursue a cure for such breach or if the School fails to accomplish a cure for such breach within ninety (90) days of such written notice.
   b. Upon receipt of the notice of intent to terminate provided in the preceding paragraph, the cause for termination shall immediately be submitted to the Board President and CMO's Chief Executive Officer, or their respective designees, for consideration and discussions to attempt to resolve the matter. If these representatives are unable to resolve the matter, then termination shall become effective in accordance with CMO's termination notice unless the alleged default is cured within the applicable time period specified in the previous paragraph.
   c. The School retains the right to contest a CMO termination pursuant to Article 6.1.

Article 6:
Miscellaneous

6.1 Dispute Resolution

The parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If, nevertheless, a dispute should arise in connection with this Agreement, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. Any and all other disputes which cannot be resolved informally shall be brought in the New Jersey Superior Court, Essex County Vicinage.

6.2 Force Majeure; Legislative or Regulatory Action

Neither party shall be liable 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, riot, fire, explosion, war, act of God, sabotage, terrorism, accident, or any other casualty or cause beyond either party's control, including legislative or regulatory action, and which cannot be overcome by reasonable diligence and without unusual expense.

6.3 Survival

All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

6.4 Independent Contractor Status

The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No employees of CMO shall have any rights as employees of the School. No employees of the School shall have any rights as employees of CMO.

6.5 Subcontracting

CMO reserves the right to subcontract any and all services specified in this Agreement other than oversight of the School's instructional program, as permitted by law, subject to the approval of the School, which shall not be unreasonably withheld.

6.6 No Third Party Beneficiary Rights

No third party, whether a constituent of the School or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the School or CMO in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

6.7 Appendices and Exhibits

The parties agree to the terms and conditions of this Agreement and the appendices and exhibits attached hereto and incorporated herein by reference.

6.8 Entire Agreement

This Agreement and the appendices and exhibits hereto shall constitute the full and complete agreement between the parties. All prior representations, understandings, and agreements are superseded by this Agreement.

6.9 Governing Law

This Agreement shall not be construed against either party and shall be construed and enforced in accordance with the laws of the State of New Jersey.

6.10 Amendments

This Agreement may be altered, amended, changed, or modified only by agreement in writing executed by an authorized agent of CMO and the Board approval.

6.11 Section Headings

The section headings shall not be treated as part of this Agreement or as affecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

6.12 Conflicting Provisions; Invalidity of Provisions

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

6.13 Assignment

This Agreement shall not be assigned by either party without the prior written consent of the other party.

6.14 No Waiver

No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

6.15 Confidentiality

The parties shall treat all of the terms of this Agreement confidentially and shall not disclose the terms hereof to any third party other than as required by federal and State law, or by the Chartering Authority.

6.16 Affirmative Action

CMO shall abide by the affirmative action obligations set forth in Appendix 2.

6.17 Notices

All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile, or by registered or certified U.S. mail, postage prepaid, addressed as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth (5th) day after mailing.

To CMO at:	BRICK, Inc. 534 Clinton Avenue Newark, New Jersey 07108
With a copy to:	Paul Barger, Esq. Barger & Gaines 830 South Broadway

Tarrytown, New York 10591

To the School at:	Marion P. Thomas Charter School, Inc. Board of Trustees 125 Sussex ave.07102 Newark, New Jersey
With a copy to:	Jalloh & Jalloh, LLC Bernice Martina Jalloh, Esq. 21 W. Blancke St. Suite 2 Linden, New Jersey 07036

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

Marion P. Thomas Charter School, Inc.	BRICK, Inc.
Vincent Rouse	
By: Vincent Rouse President, Board of Trustees	By: Dominique Lee Chief Executive Officer
Date: 4/24/19	Date: 4/24/19

APPENDIX 1 SCOPE OF SERVICES

In furtherance of and in concert with the foregoing, CMO shall provide the following services:

1. **Educational Model**: CMO shall support the School in implementing the CMO educational model in a manner that is consistent with all applicable laws, including requirements regarding content and subjects of instruction, unless such requirement has been waived by the relevant authorities.

   In accordance with the CMO mission, the comprehensive CMO educational model will include:

   a. College Preparatory Curriculum and Instruction: This includes instruction in academic subjects (e.g., English Language Arts, Mathematics, Science, and Social Studies) as required by law toward high school graduation and college readiness;
   b. School Culture: This includes social-emotional learning curriculum beginning with CMO's proprietary "BRICK student values DREAMS" program and includes social-emotional learning improving student success in life, family, school, and community, and service learning;
   c. Safe and Supportive School: This includes intervention and referral services, training and a data system to monitor efficacy of intervention plans;
   d. Decision and Action Planning: This includes utilizing the BRICK database to ensure proper monitoring of student input and outcome data;
   e. School Community Partnership: This includes family engagement in academics and the School being utilized as a community hub; and
   f. Operational Efficiency: This includes strategic planning and utilizing the instructional and operation leaders to their full potential to provide positive student outcomes.

CMO will provide the School with information and systems for implementing the educational model, and initial staff training. The curriculum will include scope and sequence, an assessment system, a daily schedule and a variety of curriculum materials and related documents.

CMO will select and assist the School with acquiring instructional and curricular materials, equipment and supplies, which shall be acquired at the expense of the School and shall remain property of the School.

When necessary, CMO will also arrange for the subcontracting with third parties for additional programs (at the Board's sole cost and expense) which CMO and the Board deem reasonable, and which services shall be paid for in accordance with the School's budget.

2. **Human Resources**: CMO will provide general human resources support including assisting the Superintendent/CEO with the selection and training of the administrative staff of the School, determining staff needs, recommending the adoption of procedures for the hiring, supervision, discipline and termination of personnel and other personnel policies and administrative procedures applicable to the staff, assisting the Board and School Leadership Team in setting compensation levels of the School's staff, and supporting the School in its development and training of administrative staff and consult with the School in the establishment of procedures for hiring substitute staff.

   CMO will lead the recruitment and screening efforts of teachers, administrators and other personnel for the School. Specifically, CMO will work to build a pool of qualified applicants through advertising, networking and other methods. CMO will conduct preliminary screens of candidates and will forward the resumes of promising candidates to the Superintendent/CEO.

The School shall arrange funding and payment of salaries, fringe benefits and payroll taxes for all individuals employed by the School. All such payments shall be made on a timely basis, in accordance with all applicable laws and regulations, including all tax requirements. The school shall maintain personnel records for employees in accordance with applicable law.

3. **Training/Professional Development:** CMO will provide approximately two (2) weeks of initial teacher training to all new teachers in the basics of the CMO educational model. CMO will assist the School (specifically, the Superintendent/CEO) in developing the internal capacity to deliver ongoing teacher training and support. CMO will work closely with the Principal to jointly plan and deliver ongoing teacher training, and CMO will sponsor network-wide professional development days each year for all CMO teachers.

4. **Evaluation:** CMO shall implement evaluation systems at the student and School level as follows:

    a. Student-level: CMO shall implement student performance evaluation systems in accordance with the BRICK model, which permit evaluation of the educational progress of each student at the School in accordance with the goals set forth in the School's Charter. The School shall, with CMO's assistance. ensure that the students take all State-required standardized tests in accordance with State laws and regulations. The School, with CMO's assistance, shall maintain detailed statistical information on the performance of (i) the School as a whole, (ii) each individual student, and (iii) each grade. CMO and the School shall cooperate in good faith to identify other measures of and goals for student and School performance, including but not limited to parent, teacher, and student satisfaction.
    b. School-level: CMO shall assist the Board in conducting a School evaluation annually. The evaluation will be designed as a School inspection by a team of School Board members, CMO staff, School personnel and outside evaluators. The team will observe classes and other School operations, analyze a wide variety of data, review student work samples, meet with a sampling of parents, students and teachers, and engage in other activities designed to obtain a detailed picture of School and student success.

5. **Marketing, Advocacy and Public Relations:** CMO will market and advocate for the School, which includes the development of marketing materials, which materials shall be paid for in accordance with the School's budget at the School's sole cost and expense.

6. **Grant Management:** CMO will conduct fundraising activities on behalf of the School. This will include identification of grant funding opportunities and preparation of applications for available grants in the name of the School which will provide additional funding to the School, assist the School in fulfilling its educational goals, and provide additional services and programs for the students. Monies raised from CMO fundraising activities specifically for the School shall be given to or used for the benefit of the School. Other monies derived from general CMO fundraising activities shall be used or distributed as CMO deems appropriate.

7. **Information Technology:** The School will employ a Director of Technology who shall coordinate the management of technology with, and report on a day-to-day basis to, the CMO. The Director of Technology, with support of the CMO, will provide supervision of site-based technology staff or subcontractors to implement School technology program and provide user support; prepare or modify the School's technology plan; manage web design and hosting; integrate technology in the School; and provide other technology support services that may be requested by the School administration.

8. **Real Estate and Facility Services:** The School will employ a Director of Facilities who shall coordinate the management of school facilities with, and report on a day-to-day basis to, the CMO. The Director of Facilities, with support of the CMO, will identify facilities for use by the School, in consultation with the Board, and arrange and supervise any necessary major improvements or repairs to such facilities consistent with the School's budget at the School's sole cost and expense. CMO will provide assistance to negotiate the business terms of a lease, license or purchase transaction to secure such site, including any financing arrangement necessary to lease, license or purchase the site. The School shall be solely responsible for costs and expenses associated with such transaction. CMO shall not be liable under any lease or other document pertaining to such facility without its prior written consent.

   The Director of Facilities, with support of the CMO, will also coordinate and manage School facilities; ensure compliance with lease terms and all applicable requirements for maintenance of a certificate of occupancy for educational use for each building occupied by the School; manage custodial, maintenance, waste removal, and snow removal services as required; provide administration and oversight of facility improvements approved by the Board; and make recommendations to the Board for special facilities projects and capital expenditures. The School shall be solely responsible for costs and expenses associated with these services.

9. **Reporting & Compliance Services:** Management and oversight of all required reports due to NJDOE and other governmental agencies.

10. **Food Services:** Recommend to the Board a qualified food service management provider and appropriate terms of a food service management contract; provide administrative services on food service program to be in compliance with federal and state regulations.

11. **Student Transportation Services:** CMO will manage and employ drivers for school-owned school buses, and coordinate other contracted transportation services as requested by the School. The School shall be solely responsible for costs and expenses of owning and maintain school-owned buses, and for any contracted transportation services.

12. **Other Services:** Provide any and all other services mutually agreed upon by the parties.

APPENDIX 2
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

A. CMO will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. CMO will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. CMO agrees to post in conspicuous places, available to employees and applicant for employment, notices to be provided by the Public Agency Compliance officer setting forth provisions of this nondiscrimination clause.

B. CMO or subcontractor, where applicable, agrees to comply with regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

C. CMO or subcontractor agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue to use any recruitment agency which engages in direct or indirect discriminatory practices.

D. CMO or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

E. CMO or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.