SCHOOL MANAGEMENT AGREEMENT
BETWEEN iLEARN SCHOOLS, INC. and PATERSON ARTS AND SCIENCE CHARTER SCHOOL, INC.

This SCHOOL MANAGEMENT AGREEMENT (the "Agreement") is made and entered into as of this 28th day of May, 2015, by and between iLearn Schools, Inc. ("CMO"), a New Jersey nonprofit corporation, and Paterson Arts and Science Charter School (the "School") a charter school authorized by the State of New Jersey. The effective date of this Agreement shall be July 1, 2015 (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 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 Governance
The Board 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. No member of the Board shall have any interest in CMO as an employee, member, or otherwise.

1.1 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, possess 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 School shall be responsible for oversight of CMO's performance under this agreement.

1.2 Authority of Executive Director and School Business Administrator

Within the scope of services described herein, the CMO's Executive Director and School Business Administrator shall have the same authority to contract in the name of the School as if he or she were an employee of the School rather than of CMO.

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 Term

The Term of this Agreement shall commence on the Effective Date and end on June 30, 2017, (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 another two-year term, from July 1, 2017 to June 30, 2019 (the "Renewal Term"), provided that the School's Board of Trustees (the "Board") finds that the Services provided under this Agreement 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 CMO Services; Reports; 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 School:

(1) Monthly 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;

(2) Any other reports relating to the School which may be required pursuant to the Charter School Law or applicable regulations; and

(3) 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.

(4) By September 1 of each year, an annual report detailing student performance at each grade level in each subject, as measured by standardized tests and other measures, and secondary and post-secondary (as applicable) outcomes achieved by School graduates, including but not limited to college acceptances and acceptance rates.

(c) 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 School shall reasonably request, including without limitation information relating to the School's educational performance, School operating and any information required by the School and/or the Charter School Law. This Section shall survive termination of this Agreement with respect to reports covering periods prior to termination.

2.2 School Budget; Expenses

(a) CMO 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. CMO will have the responsibility for managing the budget and preparing all reports necessary for the School to monitor expenditures, and to make necessary budget adjustments with approval by the Board in accordance with the Charter School Law and applicable regulations.

(b) It is understood by the parties that the School is responsible for funding all of the staff positions, functions, services, and expenses required to operate the School, with the exception of the CMO personnel identified in Appendix 2. CMO shall not have any other obligation to pay any of the operating expenses of the School.

2.3 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).

(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.

2.4 Management Fee

For the services provided by CMO under this Agreement, the School shall pay CMO as follows: The School shall pay to CMO on a monthly basis fees equal to 12% of total annual federal, state, and local public revenues actually received by the School (the "Management Fee"). 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. The Management Fee shall be payable on the first day of each month upon receipt of a duly certified purchase order. CMO shall not realize a profit from said fees.

2.5 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 School 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 School 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.

2.6 Facilities, Property, and Equipment.

(a) To the extent reasonably necessary and feasible, the School agrees to provide dedicated office space, desks, filing cabinets, and phones for use by the 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. 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 of 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 School, 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 School or its employees or agents. Upon timely written notice from the School, CMO shall defend the School, its employees, officers, trustees and agents in any such action or proceeding brought thereon.

3.3 Indemnification by School

The School 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 School 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 School or its employees or agents. Upon timely written notice from CMO, the School 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 School's State of domicile.

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 shall be entitled to payment for services rendered through the effective date of termination.

5.2 Termination For Cause by the School
The School 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:

(1) CMO is liquidated or dissolved;

(2) CMO files a voluntary petition under any federal or state bankruptcy statute;

(3) A third party files an involuntary petition against CMO under any federal or state bankruptcy statute, which voluntary petition has not been dismissed or withdrawn within ninety (90) days of the date of filing;

(4) CMO assigns this Agreement without the written consent of the School, except as permitted in accordance with paragraph 6.13 below; or

(5) Revocation, surrender or non-renewal on 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:

(1) If CMO fails to remedy such breach within 30 days after receipt of written notice of such breach from the School, unless such breach is incapable of being cured within 30 days but is capable of being cured within 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.

(2) 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 School 's termination notice unless the alleged default is cured within the applicable time period specified in the previous paragraph.

c) CMO retains the right to contest a School 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 CMO upon the terms and for any of the reasons set forth in subparagraphs (a) or (b) below:

(a) If the School fails to pay when due any monetary obligation of the School 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

(b) If the School materially breaches any of the non-monetary provisions of this Agreement, in accordance with the following procedure:

(1) If the School fails to remedy such breach within 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 90 days, in which case this Agreement may be terminated if the School , within 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 90 days of such written notice.

(2) 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.

5.4 Duties Upon Notice of Termination and Termination.

Unless otherwise agreed in writing, in the event of termination, the parties agree to continue CMO's services and school operations through the end of the school year (the "Termination Date"); provided that the School continues to pay the Management Fee. CMO's obligations under this Agreement shall not cease until the Termination Date. The School shall pay to CMO all outstanding payments on or before the Termination Date. In the event that this Agreement is terminated during an academic year, CMO shall not impede the School's continuation of the academic year.

Article 6:
Miscellaneous

6.1 Alternative Dispute Resolution

The parties agree to cooperate in good faith in all actions relating to the Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with the Agreement. If, nevertheless, a dispute should arise in connection with the 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 settled by final and binding arbitration in accordance with the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, except as otherwise expressly provided herein or agreed to in writing by the parties, or to the extent inconsistent with the requirements of New Jersey law. The arbitration shall take place in Passaic County, New Jersey and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, in accordance with the laws of New Jersey.

Notwithstanding the foregoing, either party shall have recourse to the New Jersey state or federal courts to obtain equitable and injunctive relief for violations of Articles 2.5 and 2.6 of this Agreement.

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.

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 merged herein and are superseded by this Agreement.

6.9 Governing Law
The 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 officer of the School authorized to so execute by action of the School on behalf of the School.

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, provided that (i) CMO may, without consent of the School, delegate the performance but not responsibility for such duties and obligations of CMO as specifically set forth herein; and (ii) CMO may assign this Agreement to a successor entity that acquires through a corporate reorganization substantially all of CMO's assets and liabilities.

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 3.

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 day after mailing.

To CMO at:	iLearn Schools, Inc. 465 Boulevard Elmwood Park, NJ 07407
With a copy to:	Thomas Johnston, Esq. Porzio, Bromberg, & Newman 100 Southgate Parkway Morristown, New Jersey 07962
To the School at:	Paterson Arts and Science Charter School Attn: President of the Board of Trustees 764 11th Avenue Paterson , New Jersey 07514
With a copy to:	Brenda C. Liss, Esq. Riker Danzig Scherer Hyland & Perretti LLP One Speedwell Avenue Morristown, New Jersey 07962-1981

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

PATERSON ARTS AND SCIENCE CHARTER SCHOOL	iLEARN SCHOOLS, INC.
Murat Teke	
By: President, Board of Trustees	By: CEO, iLearn Schools, Inc.
Date: 06-25-2015	Date: 06-25-2015

APPENDIX 1
SCOPE OF SERVICES

CMO and the School shall collaboratively implement the specialized education programming model previously used by Paterson Arts and Sciences Charter School. The curriculum shall be a robust curriculum that is crafted to address the Common Core State Standards and prepare students to be competitive in the 21st century. This curriculum, from a high—-quality kindergarten program through the highest-level high school courses, offers tremendous academic opportunities for students. Supervisors and teachers shall work on an ongoing basis to upgrade and align the curriculum to ensure that it is meeting the ever-changing need of today's learners. The most current curriculum standards that include technology and 21st century learning skills shall be continually incorporated into the curriculum and in the instructional design of all of our schools. This strategic integration of technology and the research and evidence based standards shall offer a framework that will assist students in grades K to 12 in meeting and exceeding the standards.

CMO and the School shall implement a comprehensive, rigorous cycle of assessment. In order to measure the effectiveness of the academic program and to monitor students' progress towards achieving – and exceeding – grade-level standards, the School shall establish a culture of data-driven instruction and assessment. By utilizing a combination of diagnostic, formative, summative, and performance-based assessments, (predominantly using computer-based assessment format, complimented by paper-based format for select assessments), clear, holistic, and accurate data shall be readily available; the assessment system shall serve as the key component to measure the effectiveness of the academic program and to monitor students' progress towards achieving and exceeding grade-level standards. CMO shall engage in frequent monitoring of student progress and the use of assessment data to set specific learning goals to prescribe individualized action plans for learning are both research-based best-practices.

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

1. **Educational Support/Academics:** In collaboration with the building directors and curriculum supervisors, preparation of the School's curriculum for review and approval by the Board. Provide services in monitoring, reviewing, evaluating and reporting on the educational program, including coordination and design of any and all before and after-school programs. Make recommendations to the School regarding any modifications and/or changes in the educational program.

2. **Human Resources:** Make recommendations to the Board regarding staffing levels and selection and hiring of all School personnel, including the building principals and curriculum supervisors, , make recommendations to the Board regarding the selection and hiring of all other School personnel; prepare job descriptions and employment contracts for approval by the Board; direct and guide the supervision and evaluation of staff; perform personnel administration functions, including but not limited to benefit management, payroll, and criminal background checks; and assist the School with compliance with applicable laws concerning employee welfare, safety and health. Notwithstanding the building directors and curriculum supervisors' employment by the School, they shall report to the CMO and have their performance evaluated by the CMO.

3. Training/Professional Development: In collaboration with the School administration, provide all mandated training for School employees, orientation and training for new School employees prior to the commencement of each academic year and as needed, and professional development programs for School employees on staff development days approved by the Board.

4. Finance/Accounting: Appoint an individual appropriately qualified and certified to serve as the School Business Administrator, who shall:

(A) perform, or oversee the performance of, all services necessary and appropriate for the proper performance of the School's business functions, including budget and accounting operations, general ledger management and financial reporting in accordance with this Agreement and applicable statutes and regulations;

(B) serve as the School's qualified purchasing agent; in that capacity, subject to Board approval and in conformance with the Public School Contracts Law, purchase or lease on behalf of the School all goods and services necessary for the operation of the School, and obtain and utilize discounts and joint purchasing arrangements to obtain the best available terms on the School's behalf;

(C) arrange for preparation and filing of tax returns and any other action necessary for compliance with federal and state tax laws and maintenance of the School's tax-exempt status; and

(D) serve as the School's Board Secretary.

5. Admissions and Enrollment. CMO shall be responsible for conducting the School's admissions and enrollment process, including recruitment, an annual enrollment lottery, student registration, and for maintaining and administering the School's waiting list in accordance with the Charter School Law.

6. Marketing: Marketing and development for the School. This will include, but not be limited to, drafting operational manuals, forms, and brochures, and development and monitoring of the School's public relations plan and media statements approved and requested by the school administration and the School.

7. Grant Management: 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. Prior to the application for any grant, the School shall review and approve any grant application.

8. Information Technology: 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, provide assistance on web design and hosting, provide advice on integration of technology in the School and other technology support services that may be requested by the school administration or the School.

9. Facility Services: 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; provide custodial, maintenance, waste removal, and snow removal services as required; provide administration and oversight of facility improvements approved by the Board; make recommendations to the Board for special facilities projects and capital expenditures.

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

11. 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.

12. Public Relations: Provide services in management of all public communications related to public statements, media inquiries, interviews, and statements.

13. Other Services: Provide any and all other services mutually agreed upon by the parties. Nothing in this Agreement shall be construed as barring CMO, in its sole discretion, from providing additional services and resources to the Board free-of-charge without compensation.

APPENDIX 2
CMO PERSONNEL

The following CMO personnel shall deliver services to the School:

Chief Executive Officer

ACADEMIC SUPPORT

Chief of Academics

Math Program Director
Science Program Director
ELL Program Director
Social Studies Program Director

BUSINESS & HUMAN RESOURCES

Chief Financial Officer/School Business Administrator

Accounts Receivable
Accounts Payable
Grant Coordinator
Purchasing Agent
Human Resources Manager
Facilities Manager

OTHER

Chief Innovation Officer

IT Manager
Graphic Designers

Chief Operations Officer
Chief Growth Officer
Student Enrollment & Data Coordinators
Food Services Manager
Administrative Assistants & Other support Staff to assist in functions provided by CMO

The School acknowledges that CMO reserves the right, in its sole reasonable discretion, to add or remove positions and/or alter titles of its personnel.

APPENDIX 3
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.