

FIRST AMENDMENT

ACADEMIC AND BUSINESS SERVICES AGREEMENT BY AND BETWEEN KIPP ADMINISTRATIVE SERVICES CORPORATION AND KIPP DUBOIS CHARTER SCHOOL

With this November 15th, 2023 First Amendment (“**First Amendment**”) the Parties desire to amend the Academic and Business Services Agreement (“**Agreement**”) executed on July 1st, 2016 and entered into between the KIPP DUBOIS CHARTER SCHOOL (the “**School**”) and KIPP ADMINISTRATIVE SERVICES CORPORATION (“**KASC**”), (each a “**Party**” and together the “**Parties**”). This First Amendment shall be effective upon full execution by the Parties. Defined terms in this First Amendment shall have the meanings ascribed to them in the Agreement, unless otherwise defined herein. To the extent there is a conflict between this First Amendment and the Agreement, this First Amendment shall prevail.

RECITALS

WHEREAS, the Parties entered into an Academic and Business Services Agreement dated July 1st, 2016, for a Term from July 1st, 2016 through the expiration date of the School Charter, which auto-renewed coterminous with the duration of the Charter renewal agreement with the School District of Philadelphia unless sooner terminated according to the terms of the Agreement.

WHEREAS, the Parties intend to amend the Agreement to account for the levels of academic support and management services provided by KASC related to the COVID-19 Pandemic including management of funds related to Education Stabilization Fund through the Coronavirus Aid, Relief, and Economic Security (CARES) Act for the Elementary and Secondary School Emergency Relief (ESSER) Fund of March 27, 2020 (“ESSER I”), the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act of 2021 (“ESSER II”) and the American Rescue Plan (ARP) Act - Elementary and Secondary School Emergency Relief Fund of March 11, 2021 (“ARP ESSER” or “ESSER III”), (collectively “ESSER Funding”), operational and academic services support related to pandemic and post-pandemic activities and other supports required by reason of the COVID-19 pandemic from KACS to the School (subject to certain conditions) which result in a revision to the financial arrangements between the Parties (“Pandemic Support Fee”).

WHEREAS, under Section 7(d)(iii) of the Agreement, the Parties are permitted to amend the Agreement related to “increased demand of the School for services from KASC, or other similar factors can negatively affect KASC’s ability to deliver the services ... for the Service Fee provided. “

WHEREAS, the Parties mutually agreed that the Service Fee during the Term could be adjusted from time to time upon the mutual agreement of the Parties.

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

FIRST AMENDMENT TO THE AGREEMENT

1. Section 7 - Financial Arrangements The following subsections shall be added on as (e) and (f).

(e) For Fiscal Year 2023 (“FY2023”), the School shall, in addition to the Service Fee described herein, pay to KASC the amount of **\$320,000** representing the Pandemic Support Fee for services for academic, programmatic, operational and administrative supports required by the School by virtue of the COVID-19 Pandemic including, but not limited to management and accounting services related to all ESSER funding, academic and management supports related to pandemic school closures and return to face-to-face instruction, student and staff supports, including but not limited to supports related to pandemic learning loss and Comprehensive Support and Improvement plan development, implementation and monitoring.

(f) For Fiscal Year 2024 (“FY 2024”), the School shall, in addition to the Service Fee described herein, pay to KASC a Pandemic Support Fee in the amount of **\$330,000**.

All other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the Parties have entered into this First Amendment to the Agreement as of the date set forth below.

For and on behalf of

KIPP ADMINISTRATIVE SERVICES CORPORATION

Signed: _____

Name: _____

Position: _____

Date: _____

For and on behalf of

KIPP DUBOIS CHARTER SCHOOL

Signed: _____

Name: _____

Position: _____

Date: _____