

**SERVICES
AGREEMENT BY AND
BETWEEN
The G.L.O.B.E.
Academy AND
NorthStar Education Partners, LLC**

THIS SERVICES AGREEMENT (“Agreement”) is made by and between NorthStar Education Partners LLC, with its principal offices at 324 Fayetteville Road, Decatur, GA, 30030 (“NorthStar”), and The GLOBE Academy (the “Client”, “GLOBE”), with its principal office at 4105 Briarcliff Rd NE, Atlanta, GA 30345. This Agreement shall be effective as of August 19, 2019 (the “Effective Date”).

STATEMENT OF PURPOSE: NorthStar will provide contract services to GLOBE to support the implementation of initiatives outlined in “year 1” of GLOBE’s Strategic Plan.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Term and Services.

For the period commencing on the Effective Date until May 28, 2020 (the “Term”), NorthStar will do for the Client what is specified in Schedule A (“Services”), attached to and incorporated in this Agreement. NorthStar may subcontract the services; provided however that prior written consent must be obtained from the Client prior to entering into a subcontracted agreement. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

Section 2. Client Responsibilities. To facilitate NorthStar’s Services, the Client will:

- a. Provide NorthStar with facilities required to conduct workshops, meetings, trainings and printing deemed necessary to complete Services.
- b. Cooperate with, and ensure that Client personnel cooperate with NorthStar in order to facilitate the performance of NorthStar’s Services.

Section 3. Acknowledgements. The Client agrees that

- a. NorthStar is a vendor to the Client, and as such NorthStar has no obligation to do any financial reporting related to this Agreement to any federal, state, or local government agency or to any private funder; any such reporting obligation related to this Agreement will solely remain with the Client.

Section 4. Payment.

The Client shall pay NorthStar an amount not to exceed \$73,098 (the “Client Fee”) unless confirmed with the client.

Section 5. Invoicing.

NorthStar shall invoice the Client monthly according to the following schedule:

Invoice Date	Invoice Amount
October 28th	\$8,122
November 28th	\$8,122
December 28th	\$8,122
January 28th	\$8,122
February 28th	\$8,122
March 28th	\$8,122
April 28th	\$8,122
May 28th	\$8,122
Total	\$64,976

NorthStar's failure to timely invoice will not constitute a waiver of any of NorthStar's rights hereunder or constitute a breach by NorthStar of this Agreement. Payment of invoices submitted by NorthStar shall be paid by the Client within thirty (30) business days of its receipt of such invoice. The Client will make all reasonable efforts to pay NorthStar through Electronic Funds Transfer or Wire and shall provide NorthStar on the date of this Agreement with all necessary documents to facilitate the same. If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to NorthStar for resolution as soon as such disputed amounts have been determined by the Client. The Client shall not be obligated to compensate NorthStar for, and NorthStar shall not be obligated to provide, services to be performed after termination of this Agreement.

Section 6. Termination.

If at any time either of the parties believes that the other party has materially breached its obligations hereunder, written notice shall be given setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach shall not have been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure are documented in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach shall not have been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay NorthStar for expenses incurred and for all services provided pursuant to this Agreement prior to the effective date of such termination. In the event of termination by Client, NorthStar shall be compensated only for work performed up to the date of notice of breach unless the parties mutually agree otherwise in writing.

Section 7. Representations and Warranties. Each party agrees that it:

- a. has the full right, power, legal capacity and authority to enter into this Agreement and to carry out its obligations hereunder;
- b. will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services hereunder; and
- c. is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

Section 8. Indemnification.

- a. By NorthStar. NorthStar releases and holds harmless Client and any individual officer, employee, agent or representative in connection with any claims, demands, lawsuits, damages, penalties, and/or expenses (including attorneys' fees, expert witness fees and cost of defense) NorthStar may suffer arising out of the Services provided for herein except as set forth herein. NorthStar further agrees that, to the extent loss or damage is caused, in whole or in part, by NorthStar's actions arising out of or relating in any way to this Agreement, NorthStar shall indemnify Client and its officers, agents, and representatives against any claims, demands, lawsuits, damages, penalties, and/or expenses (including attorneys' fees, expert witness fees and cost of defense) suffered by Client.
- b. By the Client. The Client agrees that it will indemnify, save and hold harmless NorthStar from and against any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs and expenses (including attorneys' fees, expert witness fees and cost of defense) NorthStar may sustain, arising out of any negligent acts or omissions or willful misconduct of the Client or any of its agents, employees or representatives.
- c. Survival. The terms of this Section 8 shall survive the termination of this Agreement.

Section 9. Relationship of the Parties.

The Client and NorthStar intend that an independent NorthStar relationship be created by this Agreement, and nothing herein will be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The Client will have no responsibility with respect to NorthStar personnel to comply with federal, state and city withholding requirements pertaining to taxes, workers' compensation, social security, unemployment compensation, disability and other insurance requirements and obligations imposed on an employer of personnel and will not withhold monies from the payments made to NorthStar with respect to the same. The Client will not cover NorthStar's personnel under any pension or other fringe benefit offered to Client employees. The Client will have no responsibility for incidents of employment or other actions or inactions by NorthStar.

Throughout the term of this Agreement, Client and NorthStar agree that Client shall not provide insurance of any sort for NorthStar and that NorthStar's actions or property will not be covered by any insurance policy of Client.

Section 10. Intellectual Property Rights

Execution

- a. Ownership. Ownership of the Service Work and all copyrights, trademarks, patents and other proprietary rights in the Service Work shall be owned exclusively by Client. Client shall be the owner of and have all common law, statutory, and other reserved rights in all representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by any Additional Service Provider under any applicable professional services agreements, including, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials. The term "Service Work" includes creative writings, research data and reports, writings, sound recordings, pictorial reproductions, drawings, film and video recordings, and other graphical representations, software, business methods, inventions, improvements, and discoveries, and works of any similar nature (whether or not eligible for copyright, trademark, patent or other proprietary rights), which are to be prepared for Client and delivered under this Agreement.
- b. Ownership by the Client. As between the Client and NorthStar, the Client owns data incorporated in the Work. The Client agrees that NorthStar may use such data to perform its obligations hereunder (including the incorporation thereof into the Work) and may use such data on an anonymous, aggregated basis for its other legitimate business purposes, including, without limitation, for purposes of publication/presentation by NorthStar. NorthStar must obtain Client's consent before using data externally in accordance with this section 10(b). The Client acknowledges that, for such purposes, NorthStar may identify the Client as the source from which the data originated.
- c. Promotional Materials. The Client and NorthStar agree that either party may use descriptions of NorthStar's Services in future promotional materials and client lists, and that NorthStar may explicitly identify the Client as a client of NorthStar with the client's permission.
- d. Survival. The terms of this Section 10 shall survive the termination of this Agreement.

Section 11. Limitation of Liability

Except for a party's indemnification obligations under this Agreement: (i) in no event shall either party be liable for any indirect, consequential, special, incidental or punitive damages arising from or relating to performance under this Agreement, and (ii) in no event shall either party's liability for any and all claims arising out of or relating to its performance under this Agreement exceed the amounts paid by or payable by the Client hereunder.

Section 12. Nondiscrimination

During the performance of this contract, NorthStar shall not discriminate against any student, family member, employee or applicant for employment because of race, religion, sex, color or national origin. NorthStar will further fully comply with all provisions of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, as amended, Executive Order 11246, as amended, and each and every other federal and state employment law, and regulations and orders issued pursuant thereto to the extent the same are applicable to its performance hereunder.

Section 13. Confidential Information

NorthStar acknowledges that during the Services, s/he might have access to, or be exposed to, confidential information of Client which may include, but not be limited to: social security numbers, addresses, telephone numbers, files, correspondence, health or personal information. Generally speaking, all information that is not publicly available or in the public domain is considered "confidential." NorthStar acknowledges that disclosure of such Confidential Information could cause irreparable harm or damage to Client or its students and expose Client to penalties under state or federal law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and the Protection of Pupil Rights Amendment, 20 U.S.C. §1232h. NorthStar agrees to keep confidential and not disclose any information acquired from Client during the Services.

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Upon expiration, termination, or cancellation of this Agreement, NorthStar shall deliver to Client, or certify as destroyed, all of the Confidential Information that was reduced to writing.

Section 12. Miscellaneous

- a. Notices. All notices required by this Agreement will be in writing and either personally delivered or mailed by regular mail, postage prepaid, to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. If to NorthStar, the notice will be to the attention of Shyam Kumar. If to the Client, the notice will be to the attention of the Director of Talent Pathways.
- b. Governing Law. This Agreement will be interpreted and construed under and governed and enforced by the laws of the State of Georgia without reference to choice of law rules. The Parties agree and consent to the jurisdiction of and venue in the state or federal courts in DeKalb County, Georgia in all disputes arising out of or relating to this Agreement.
- c. Modifications. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy.
- d. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations and agreements, if any, with respect to the subject matter hereof.
- e. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
For purposes hereof, a facsimile, portable document format (pdf) signature, or signature from an online e-signature platform, will be considered an original signature.
- f. Assignability. Neither party may assign this Agreement or any of the rights or obligations hereunder, in whole or in part, without the prior written consent of the other party.

[Signature Page Follows]


Execution

IN WITNESS WHEREOF, the parties, on the dates indicated below, have caused their duly authorized representatives to execute this Agreement, which shall be effective as of the Effective Date.

The GLOBE Academy

By:
Date:
Name (print):
Title:

NorthStar Education Partners, LLC

By: 
Date: 8/21/19
Name (print): Shyam Kumar
Title: Founder, NorthStar Education Partners

Schedule A - Services

Option	Cost	Overview
Project Management	\$7,200	<ul style="list-style-type: none"> Develop strategic initiatives dashboard and process to monitor all strategic initiatives (1.5, 1 time) Facilitate monthly 90-minute meeting of initiative leaders to ensure initiatives are “on track” (2 hrs/month) 30-minute 1x1 check-in calls with initiative leaders prior to each meeting in (Develop strategic initiative update materials (PowerPoint slides) for board, parents, and staff
1.1 - Implement a 5-year staffing plan	\$1,400	<ul style="list-style-type: none"> Facilitate board and key staff to design a 5-year staffing plan aligned to the strategic plan Create/revise job descriptions Ensure alignment of staffing plan with 5-year strategic plan
1.2 - Clarify roles and responsibilities	\$3,300	<ul style="list-style-type: none"> Facilitate admin and board team to develop clear roles & responsibility matrix, job descriptions, roles/responsibilities, management lines Create clear visuals (door signs, 1-pagers, infographics, etc.) to communicate roles & responsibilities to staff, parents and stakeholders
1.3 - Implement communication strategy	\$1,500	<ul style="list-style-type: none"> Facilitate admin and teacher team to develop a clear communication strategy Facilitate off-site retreat to address immediate gaps
1.4 - Implement perf. mgmt. system for teachers and staff	\$12,500	<ul style="list-style-type: none"> Bring forth examples of national best practices for performance management Facilitate the design of a performance management system with admin, teachers and board that aligns with the vision of teaching excellence and staff roles and responsibilities (1.2) Create performance management tools and processes Create and co-lead training for new performance management system
1.5 - Strengthen teacher recruitment, hiring and onboarding	\$8,500	<ul style="list-style-type: none"> Bring forth examples of national best practices for teacher recruiting, hiring and onboarding Facilitate the design of recruitment, hiring and on-boarding systems with admin, teachers and board that aligns with the vision of teaching excellence Create recruitment, hiring and on-boarding tools and processes Create and co-lead training for new systems
1.6 - Implement cont. Improvement system	\$3,500	<ul style="list-style-type: none"> Facilitate a team of admin and teachers to design a school data dashboard and develop data systems required to regularly populate the dashboard Develop an annual cycle to review, analyze and respond to data

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2.1 - Acquire and improve lower campus facilities	<i>Not aligned with NorthStar's skillset</i>
2.2 - Improve upper campus facilities	<i>Not aligned with NorthStar's skillset</i>
2.3 - Create the conditions for excellent facilities management	<i>Not aligned with NorthStar's skillset</i>

Execution

3.1 - Strengthen academic model and curricular resources	<i>Not aligned with NorthStar's skillset - Matt Rega from Minnetonka has a recommendation for a consultant</i>	
3.2 - Define and align on a common vision for excellent teaching	\$16,500	<ul style="list-style-type: none"> Facilitate a team of admin and teachers to design a vision of teaching excellence aligned to GLOBE Develop a process for calibrating teachers on vision for excellence (gathering footage, leading PD with teachers, etc.)
3.3 - Implement a comprehensive professional development strategy	\$14,500	<ul style="list-style-type: none"> Facilitate a team of admin and teachers to design a comprehensive professional development system Design tools (PLC protocols, coaching protocols, etc.) to support the professional development system
3.4 - Support students to develop into global citizens	<i>Not aligned with NorthStar's skillset</i>	
4.1 - Create DEI vision and goals	\$0	<ul style="list-style-type: none"> Not Included in Scope of Work
4.2 - Strengthen and build capacity to execute student behavior plan	<i>Not aligned with NorthStar's skillset</i>	
4.3 - Implement "strong start" school culture plan	\$4,200	<ul style="list-style-type: none"> Facilitate a team of admin and teachers to design a "strong start" school culture plan and monitoring systems aligned to GLOBE's vision of excellence Design tools (monitoring tools, rubrics, coaching plans, etc.) to track and coach teachers towards school culture plan
4.4 - Develop staff DEI competencies	<i>Not aligned with NorthStar's skillset</i>	
Total Cost	\$64,976	