



## GENERAL SERVICE CONTRACT

This GENERAL SERVICE CONTRACT (this “Service Contract”), is made and entered into as of \_\_\_\_\_07/26/21\_\_\_\_\_ (the “Effective Date”) by and between DeFree Corp., an Illinois corporation, d/b/a Innovare – Social Innovation Partners and its affiliates, of 641 W Lake St. Ste 200, Chicago, IL 60661 (“Innovare”) and Youth Policy Institute Charter Schools, Inc., a 501(c)3 organization, of 10660 White Oak Ave STE B101 Granada Hills, CA 91344 (“Client”).

### RECITALS

WHEREAS, Innovare is engaged in the business of data, strategy and project management support for education leadership (the “Business”).

WHEREAS, in connection with the Business, Innovare may provide certain services, including Deliverables (the “Services”) as further described in the statement of work attached hereto as Attachment 1 or any other applicable statement of work subject to this Service Contract (“SOW”), and Client desires to receive the Services from Innovare. Any reference to this “Agreement” herein shall mean this Service Contract, the terms and conditions attached hereto as Exhibit A (the “Terms and Conditions”), the website privacy policy attached hereto as Exhibit B (the “Privacy Policy”), and all SOWs entered into by the parties unless this Service Contract provides otherwise.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this Agreement, the parties, intending to be legally bound, do hereby agree as follows:

1. RECITALS. The recitals are hereby incorporated as if fully set forth herein.
2. ORDER OF PRECEDENCE. All SOWs issued pursuant to this Service Contract are issued for the convenience of the parties only and shall be subject to the provisions of this Service Contract, the Terms and Conditions, and the Privacy Policy. In the event of a conflict,

when interpreting the Agreement, precedence shall be given to the respective documents in the following descending order: this Service Contract, the Terms and Conditions, the Privacy Policy, and all SOWs.

3. DEFINITIONS. All capitalized terms that appear in this Agreement shall have the meanings ascribed to them where such capitalized terms are defined.

4. SERVICES. During the Term, Innovare shall provide to Client the Services and the Deliverables as described in the applicable SOW, subject to the terms and conditions of this Agreement. Each SOW shall expressly: (a) incorporate, and be subject to, by specific reference, this Service Contract, the Terms and Conditions, and the Privacy Policy; (b) set forth the scope, nature, schedule, and other relevant component(s) of the Services, including Deliverables (if any); (c) set forth the pricing for the Services; (d) set forth the amount, schedule, and manner of payment of all fees applicable to the Services; (e) be executed by an authorized representative for each party; and (f) include such other matters and agreements as may be mutually agreed to by the parties. Any modifications to this Agreement shall be made in writing and must be agreed to by both parties. "Deliverables" means tangible property, including Equipment, delivered to Client under this Agreement, as specified in any SOW.

5. FEES. The fees for the performance of the Services and the provision of the Deliverables are set forth on the applicable SOW (the "Fees"). The Fees are due and payable as set forth in the Terms and Conditions.

6. TERM. The Initial Term shall commence on the Effective Date and expire on 7/25/26, unless otherwise terminated in accordance with this Agreement.

7. PUBLICITY. Innovare may use Client's name or mark and identify Client as a client of Innovare, on Innovare's website, social media, and/or marketing materials. Innovare may issue a press release, containing Client's name, related to any award under this Agreement. Neither party will use the other party's name or marks, refer to or identify the other party for any other reason, except as established in this section, without such other party's written approval. Any approval required under this Section shall not be unreasonably withheld or delayed by either party.

8. NOTICES. Notices to be given by either party under this Agreement shall be sent by certified mail, express overnight delivery, or by e-mail to the attention of the other party at the addresses of the parties as first set forth above. For electronic delivery of official notifications under this Agreement, electronic mail will be sent to the e-mail addresses specified by the parties, with a clear identification of the official nature of the e-mail as a notice under this

Agreement and its time-sensitive nature. The party providing the notification will attempt, if possible, to mark the e-mail as important and include a delivery receipt notification. If the notifying party receives a mail failure notification, the notification will not be deemed as delivered. The notifying party will maintain a record of the notification, to be produced upon request.

Email addresses for purposes of notice pursuant to this section 8:

INNOVARE:

CLIENT:

\_\_\_\_\_ [aj@innovaresip.com](mailto:aj@innovaresip.com) \_\_\_\_\_

\_\_\_\_\_ [ykingberg@ypics.org](mailto:ykingberg@ypics.org) \_\_\_\_\_

9. COUNTERPARTS. The parties hereto agree that facsimile or electronic signatures shall be as effective as if originals. This Agreement may be executed via facsimile or electronic mail in any number of counterparts, all of which taken together shall constitute one and the same agreement.

**[SIGNATURE PAGE FOLLOWS]**

The parties understand and agree to all of the provisions of this Agreement as of the Effective Date.

**INNOVARE:**

**DeFree Corp.,**  
d/b/a Innovare – Social Innovation Partners,  
an Illinois corporation

By: \_\_\_\_\_

Name: Adrian J DeLeon

Title: CEO

**CLIENT:**

**Youth Policy Institute Charter Schools, Inc.**

By: \_\_\_\_\_

Name: **Yvette King-Berg**

Title: **Executive Director**

## **EXHIBIT A**

### **TERMS AND CONDITIONS**

Click [here](#) to preview this document.

Note: A copy of the Terms and Conditions will appear upon the client activating the system

## **EXHIBIT B**

### **PRIVACY POLICY**

click [here](#) to access on the Innovare website

In addition to the Privacy Policy set out in Innovare's website, Innovare agrees to protect the privacy of any and all student's data and information in a manner that allows **Youth Policy Institute Charter Schools, Inc.** to be applicable with all State and Federal laws regarding the same including, but not limited to Family Educational Rights and Privacy Act (FERPA) and Health Insurance Portability and Accountability Act (HIPAA).



## ATTACHMENT 1

### STATEMENT OF WORK

THIS STATEMENT OF WORK (this “SOW”) is entered into by and between Innovare and Client pursuant to that certain Service Contract, dated 07/26/21 (“Service Contract”). This SOW is subject to the Service Contract (including the Terms and Conditions and the Privacy Policy attached thereto). Any terms not defined herein shall have the meanings ascribed to them in the aforementioned documents.

#### **Description of Services and Deliverables**

##### **Year 1:**

\$18,500 - Inno® Gold School Planning and Management System Annual License Including:

- Connecting data from multiple sources (up to 4 sources)
- Creating a custom dashboard (up to 6 views)
- Virtual support to develop, progress monitor, and evaluate the impact of a strategic plan.
- Users (25)

##### **Years 2-5**

\$24,500 - Inno® Platinum School Planning and Management System Annual License Including:

- Connecting data from multiple sources (up to 8 sources)
- Creating a custom dashboard (up to 10 views)
- Virtual support to develop, progress monitor, and evaluate the impact of a strategic plan.
- Users (Unlimited)

## Inno Subscription Schedule

Year	Start Date	End Date
Year 1	July 26, 2021	July 25, 2022
Year 2	July 26, 2022	July 25, 2023
Year 3	July 26, 2023	July 25, 2024
Year 4	July 26, 2024	July 25, 2025
Year 5	July 26, 2024	July 25, 2026

## Schedule for Deliverables

All deliverables will be delivered in accordance with the timeline below. Final approval of all deliverables will be given by **Yvette King-Berg**

Deliverable	Detailed Description	To be completed no later than
Data Integration	Analyze existing systems and aggregate back-end data for data visualizations	3 weeks after contract execution
Visualization Design	Design custom dashboard inclusive of your license's allotted data views using the aggregate data and in alignment with client needs	6 weeks after contract execution
Strategic Planning and Project Management Support	Support for key staff to use the data to conduct strategic planning and manage key initiatives that align with charter goals and renewal expectations	6 weeks after contract execution
Ongoing training and support	Develop internal capacity of staff to use the platform and provide ongoing technical support via virtual conferences, phone, email and online chat	Ongoing and unlimited virtual support



## Price and Payment Schedule

### Payment Schedule

Payment	Due Date	Discount	Total After Discount
Payment #1	July 26, 2021	Referral Discount - \$2,500	\$16,000
Payment #2	July 26, 2022	5yr Multi-year Discount (15%) - \$3,675	\$20,825
Payment #3	July 26, 2023	5yr Multi-year Discount (15%) - \$3,675	\$20,825
Payment #4	July 26, 2024	5yr Multi-year Discount (15%) - \$3,675	\$20,825
Payment #3	July 26, 2024	5yr Multi-year Discount (15%)- \$3,675	\$20,825
<b>Total</b>		<b>\$17,200</b>	<b>\$99,300</b>

Invoices shall be e-mailed to the following e-mail address:

[ykingberg@ypics.org](mailto:ykingberg@ypics.org)

Payments shall be made electronically via Quickbooks invoice ACH or a check postmarked by the due date can be sent to:

Innovare - Social Innovation Partners  
641W. Lake St Ste 200  
Chicago, IL 60661