MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (this "*Agreement*") is made as of this 21st day of March, 2021 (the "*Execution Date*"), by and between TEACH Inc., a California nonprofit corporation ("*Manager*"), and TEACH Las Vegas, a Nevada nonprofit corporation ("*Company*" or "*School*") (collectively, the "*Parties*").

Recitals

WHEREAS, the Company, acting through its committee-to-form, is applying for approval to enter into a charter contract (the "*Charter Contract*") with its prospective authorizer, the Nevada State Public Charter School Authority (the "*Authorizer*" or "*SPCSA*"), to organize and operate a charter school in Clark County, Nevada, pursuant to the Charter School Act, Nevada Revised Statutes ("*NRS*") Chapter 388A (the "*Act*") and its accompanying regulations;

WHEREAS, Manager is a not-for-profit charter school management organization (a "*CMO*") which manages and provides support services to multiple charter schools located in Southern California;

WHEREAS, Manager therefore has the knowledge, skills, and experience to assist the School in opening and successfully operating its Nevada charter school, to ensure that the Board's mission and vision is faithfully and efficiently implemented;

WHEREAS, after careful and due deliberation by the committee-to-form, the Company desires to obtain Manager's Services in connection with the Company's operation of the Nevada school pursuant to the terms hereof, and Manager is able and willing to provide the Services as hereinafter set forth, all for the fundamental purpose of ensuring the academic, financial, and regulatory success of the School;

NOW, THEREFORE, in consideration of the covenants and agreements of the parties herein contained and of the fees to be paid to Manager as hereinafter set forth, the parties hereto do hereby agree on behalf of themselves and their respective legal successors and assigns, as follows:

Agreement

1. **DEFINITIONS**. The following terms have the meanings set forth in the Section of this Agreement cross-referenced below:

Term	Section	Term	Section
"Act"	Recitals	*"FERPA"*	Section 8(a)
"Agreement"	Preamble	*"Indemnitees"*	Section 10(a)
"Authorizer"	Recitals	*"I.P. License"*	Section 8(b)
"Bankruptcy"	Section 3	*"Manager"*	Preamble
"Board"	Section 4(g)	*"NRS"*	Recitals
"Charter Contract"	Recitals	*"Parties"*	Preamble
"CMO"	Recitals	*"School"*	Preamble
"Deferred Fees"	Section 5(c)	*"School Records"*	Section 8(a)
"DSA"	Section 5(a)	*"Services"*	Section 4
"Execution Date"	Preamble	*"Service Fee"*	Section 5(a)
"Facility"	Section 4(d)	*"SPCSA"*	Recitals

2. **APPOINTMENT.** Company hereby engages Manager on the terms and conditions hereinafter set forth to provide the described Services to Company; and Manager hereby agrees to provide the Services to Company, pursuant to the terms hereof.

3. **LEGAL COMPLIANCE.** The provisions of the Agreement are enforceable only to the extent they comply with the Charter Contract and all applicable laws and regulations, including the Act. Both Parties will also conduct all of their actions in accordance with the Charter Contract and all applicable laws and regulations, including the Act.

4. **TERM; TERMINATION.**

   (a) Term. This Agreement shall commence on the Execution Date and shall continue for a term (the "*Term*") of approximately six and one-half (6½) years, expiring on the date on which the School's first Charter Contract is due to expire, unless earlier terminated by one of the Parties by written notice stating its intention to terminate this Agreement. The Parties anticipate the expiration date of the Term being on or about June 30, 2027.

   (b) Termination. Either Party may terminate this Agreement (i) upon thirty (30) days' prior written notice, if with cause (and provided there is no reasonable cure in that period); or (ii) upon ninety (90) days' prior written notice, if without cause. This Agreement shall automatically terminate (with no prior written notice) upon: (a) the SPCSA revoking the Company's Charter Contract; or (b) if Manager were to file a voluntary bankruptcy petition or a petition or answer seeking reorganization, arrangement, composition, a receivership, or similar relief under present or future federal or state bankruptcy codes or laws, or make an assignment for the benefit of its creditors, or admit in writing its inability to pay its debts as they become due, or consent to the appointment of any receiver, trustee or liquidator of all or a substantial part of its property, or if any petition seeking any such relief were commenced against Manager and not dismissed within ninety (90) days (any of the foregoing, a "*Bankruptcy*").

   (c) Duties upon Termination. In the event of a termination, the Parties shall work reasonably and cooperatively to ensure that the School's operations continue without substantial interruption or decline in performance. Manager shall immediately deliver to Company any and all books, documents, electronic data or records of any kind or nature pertaining to the operation of the School or any transactions involving the School, retaining only electronic copies as required by the law or for the purpose of adjudicating any dispute arising out of this Agreement.

5. **DUTIES OF MANAGER.**

   (a) Services. During the Term, Manager shall provide the following services to the School (collectively, the "*Services*"):

      (1) creating the Company as a legal entity, including preparing and filing any and all required legal and financial filings with the Nevada Secretary of State and Internal Revenue Service;

      (2) creating, preparing and submitting the School's charter school application to the SPCSA;

(3) reviewing and commenting on the draft Charter Contract;

(4) researching, locating and preparing a suitable facility (the "*Facility*") to house the operation of the School, including consulting on the selection of suitable, independent third-party vendors and professionals (e.g., real estate brokers, architects, engineers, land-use consultants, attorneys, contractors, and subcontractors);

(5) researching, providing or preparing for any future expansion of the Facility to accommodate growth of the School;

(6) consulting with and advising the School's Board of Directors (the "*Board*") in matters of self-governance, regulatory compliance, and other core governing matters;

(7) providing professional development training for certain employees of the Company prior to the commencement of the school year and continuing throughout each school year as necessary;

(8) providing or contracting for office services, such as accounting, payroll, human resources and billing;

(9) supervising the development, tracking, and amendment of the annual budget, and advising the Board on the same;

(10) oversee the preparation and maintenance of proper financial books and records;

(11) developing and executing fundraising opportunities;

(12) working with the SPCSA and other relevant governmental authorities as necessary, including complying with reporting requirements and any other general inquiries received from the SPCSA;

(13) attending Board meetings and reporting on the status and performance of the School and the Manager;

(14) assisting the Executive Director in supervising and evaluating senior School staff (e.g., the Superintendent [a/k/a Principal]);

(15) marketing for student enrollment;

(16) assisting with public relations;

(17) writing grants for state and other funding;

(18) providing guidance relating to the curriculum;

(19) providing support for information technology;

(20) providing financial support as needed; provided, however, that such support shall be agreed to by the Parties in a separate writing; and

(21) providing any other operational or educational needs relating to the School that the Company may reasonably request of Manager from time to time.

Any duties and obligations required to be carried out by the School, or for the operation of the school, and not listed under the Services above, shall be the Company's responsibility.

(b) Without limiting Section 5(b) hereof, the specific Services to be provided by Manager during the so-called incubation (a/k/a "stub") year between authorization and the first day of the first school year are as listed in Exhibit A hereto.

6. **SERVICE FEE.**

(a) Service Fee. In consideration for the Services, Manager shall receive a monthly "*Service Fee*" equal to ten percent (10%) of the total gross revenues actually received by Company from the State of Nevada in per-pupil funding for such month (including Distributive School Account ("*DSA*") payments, but excluding one-time or dedicated grants), determined in accordance with United States generally accepted accounting principles which are consistently applied.

(b) Payment Terms. The Service Fee shall be payable by Company to Manager on or before the 30th day after the end of each calendar month during the Term of this Agreement. The Service Fee is the only compensation or other payments to which Manager will be entitled hereunder; Manager shall be responsible for all of its own costs and expenses necessary to fulfill its obligations under this Agreement, including compensation and other benefits payable to any Manager employees, and including any and all travel, accommodation, meal, and other out-of-pocket expenses, costs, or "overhead."

(c) Deferral in Initial Years. Notwithstanding Sections 5(a) and (b), during the incubation (a/k/a "stub") year between authorization and the first day of the first school year, and during school years one (1) through three (3), the School shall have no obligation to pay fifty percent (50%) of the Service Fee if, in the reasonable opinion of the Board and based on a vote taken at an open, public meeting, the School's cash flow is so limited that it would be in risk of running over budget for that fiscal year if it paid out the full Service Fee, and thus a deferral is warranted ("*Deferred Fees*"). If Deferred Fees arise from time to time, the School shall promptly pay those Deferred Fees to Manager as soon as the cash flow permits (and no later than by the end of the first Charter Contract term, prior to any renewal by the SPCSA).

7. **INDEPENDENT ENTITIES; NO CONFLICTS OF INTEREST.**

(a) Independent Contractor. It is expressly agreed by the Parties hereto that Manager is not an employee of the Company for any purpose whatsoever, including for federal or state tax purposes, but is an independent contractor. Furthermore, no relationship of joint venture or partnership of any form is created by this Agreement. Upon being authorized by, and entering into the Charter Contract with, the SPCSA, the School shall be formally governed by the School's Board. Manager acknowledges and agrees that it does and will not control the Board, which will instead remain an independent, self-governing public body whose powers and authority shall not be unlawfully usurped or interfered with. The Board will retain sole authority for setting and approving reasonable rules, regulations, policies and procedures for the School, including final decision-making over the budget, curriculum, student conduct, special education, school calendars, and student recruitment.

(b) Limited Authority. Manager does not have, and will not purport to have, the power to bind or legally obligate the Company, to threaten or to commence any legal actions or proceedings of any kind on behalf of the Company, nor to defend the same (except pursuant to an indemnity obligation).

(c) No Conflicts. Manager represents and warrants that it has not, and covenants that it will not, offer, gift, or transfer, whether directly or indirectly, a substantial gift, commission, or other benefit to any School director, officer, or employee, now or in the future. Manager will comply with the conflicts of interest rules set forth in the Charter Contract, as well as any and all Conflict of Interest Policies, Codes of Conduct, Bylaws, and other guidelines adopted by the School from time to time. No director, officer, or employee of the Manager will serve on the Board. If at any time there exists some relationship between the Manager and any other person or entity providing goods or services to the School, the Manager shall immediately disclose the nature and details of that relationship to the Board.

(d) Performance Standards.

(1) Standards. In providing the Services, Manager shall: (i) comply with all applicable federal, state, and local laws, statutes, codes, regulations, ordinances, judgments, orders, permits, licenses, approvals, and accreditations; (ii) act reasonably, diligently, promptly, faithfully, and in a first-class manner; (iii) comply with all reasonable and mandatory rules and regulations for independent contractors adopted by Client from time to time, if any; and (iv) act in conformity with public conventions, morals and standards of decency.

(2) CMO Evaluation . The School will utilize the evaluation process set forth in Exhibit B in appraising Manager's performance of its duties and obligations hereunder.

8. **RECORDS; INTELLECTUAL PROPERTY.**

(a) School Records. Company hereby grants permission to Manager to access the financial, educational, and student records pertaining to the School (the "*School Records*") solely for the purpose of providing Services under this Agreement. The School Records are the property of the Company. The Parties acknowledge and agree that such records may be subject to various state and federal laws governing both the disclosure and confidentiality of the same, including the Nevada Public Records Act (NRS Chapter 239) and the Family Educational Rights and Privacy Act ("*FERPA*"), and both Parties shall strictly act in compliance with the same.

(b) I.P. License; Purpose. During this Agreement, each Party is permitted to use the other Party's intellectual property. Each Party hereby grants the other Party a limited, revocable, world-wide, non-exclusive, royalty-free, personal, non-assignable, non-transferrable, and non-sublicensable license (the "*I.P. License*") to use its intellectual property (including, for example, its logos, trade names, trademarks, service marks, copyrighted materials [e.g., Manager's curriculum, teaching materials, handouts, protocols, policies, and teacher-training documents], inventions, patents, and trade secrets) during the Term, for the sole purpose of the other Party meeting its obligations in the Charter Contract, this Agreement, and under applicable law, and for no other purposes. There shall be no monetary fee for this license, in consideration of each Party granting a license to the other Party.

(c) Ownership. The IP License is not a transfer or assignment, meaning each Party shall maintain sole and exclusive ownership of its own intellectual property.

(d) Post-Term License. Following the expiration or termination of the Term, upon the School's written request, it may continue to use, and to that end Manager shall agree to extend the I.P. License, solely with respect to Manager's copyrighted materials (e.g., Manager's curriculum, teaching materials, handouts, protocols, policies, and teacher-training documents), for the purpose of the School continuing to operate its school with no significant academic disruptions. To ensure the validity and enforceability of this limited, post-Term I.P. License, the School shall pay an annual licensing fee to Manager of [Forty Thousand Dollars ($40,000)], due and payable no later than by November 1st of each year (with respect to the fiscal year which began on the immediately-preceding July 1st).

9. **INSURANCE.** During the term of this Agreement, each Party shall procure and maintain general liability insurance coverage, as well as standard employment, workers' compensation, automotive, and criminal coverages, in no less than the amounts and coverages (i) required by the Charter Contract and applicable laws, and (ii) which are reasonable and customary for similarly-situated parties in Southern Nevada, consistent with sound business practices. All such policies shall name the other Party as an additional insured. Each Party will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance. Each Party shall supply the other Party with certificates from time to time which evidence its compliance with these insurance obligations.

10. **INDEMNIFICATION.**

(a) Mutual Indemnity. Each Party hereby agrees to indemnify, defend, hold harmless, and protect the other Party, and its directors, officers, employees, successors and assigns (collectively, the "*Indemnitees*") from and against any and all liabilities, fines, losses, claims, causes of action, suits, forfeitures, penalties, punitive, liquidated, or exemplary damages, or voluntary settlement payments, of whatever kind and nature, and costs and expenses incident thereto (including reasonable attorneys' fees) which an Indemnitee may incur, become responsible for, or pay out as a result of claims arising out of or connected to the acts, services, conduct or omissions of the indemnifying Party and its directors, officers, employees, successors and assigns, including any breach of this Agreement (except to the extent that the same is subject to indemnification by another Indemnitee).

(b) Procedure. Promptly after receipt by an Indemnitee of commencement of a proceeding against it, such Indemnitee shall, if indemnification is requested hereunder, give notice to the relevant indemnifying Party of such claim, but the failure to notify the indemnifying Party will not relieve it of any liability (except to the extent of any prejudice caused thereby). If the indemnifying Party assumes the defense of the proceeding, no compromise or settlement of such claims may be effected by the indemnifying Party without the Indemnitee's consent unless (A) there is no finding or admission of any violation of law by the Indemnitee, and (B) the sole relief provided is monetary damages that are paid in full by the indemnifying Party; and (c) the Indemnitee will have no liability with respect to any compromise or settlement of such claims. If notice is given to the indemnifying Party of the commencement of any proceeding and the indemnifying Party does not, within ten (10) days after the Indemnitee's notice is given, give notice to the Indemnitee of its election to assume the defense, the indemnifying Party will be bound by any determination made in such proceeding or any compromise or settlement effected by the Indemnitee.

11. **MISCELLANEOUS.**

(a) Agreement in Entirety. This Agreement constitutes the entire agreement of the Parties and supersedes and replaces any and all prior agreements and understandings.

(b) School Obligations. All School obligations of the Company herein are not the obligations, directly or indirectly, in whole or in part, of the State of Nevada, State Public Charter School Authority, or State Department of Education.

(c) Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. Any disputes arising hereunder shall be solely and exclusively heard in state courts located in Clark County, Nevada. The Parties waive any objection based on lack of jurisdiction, *forum non conveniens*, or venue in such courts.

(d) Fee Reimbursement. In any disputes arising hereunder, the losing Party shall pay to the prevailing Party the reasonable attorneys' fees incurred by the prevailing Party in connection therewith (even if no formal lawsuit is commenced), together with all costs and expenses of the prevailing Party.

(e) Reservation of Immunities. Nothing herein constitutes a waiver of the protections and immunities in NRS Chapter 41 or any other applicable state and/or federal laws.

(f) No Personal Liability. Each Party agrees that absent clear and convincing evidence of fraud or willful misconduct, no Board member, owner, director, executive, agent, or employee of either Party shall be personally liable for payment or damages under this Agreement, and each Party shall only look to the other Party for payment or performance of the obligations herein.

(g) Further Assurances. The Parties agree to do any act or thing and execute any and all documents or instruments which is or are reasonably necessary or proper to effectuate the provisions and intent of this Agreement; provided, however, neither Party shall have any obligation to agree to changes which (i) materially increase that Party's obligations or materially reduce its rights, or (ii) materially alter the terms of the Agreement, including economic terms.

(h) Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect. In lieu of such invalid, void or illegal provision, there shall be added to this Agreement a provision that is valid and enforceable and as similar (in purpose and effect) to such invalid, void or illegal provision as is reasonably possible.

(i) Survival. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement for a reasonable period of time.

(j) No Third-Party Beneficiaries. Except as otherwise provided herein, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or either of them, and any third party, nor create any third-party beneficiary or fiduciary rights in any third party.

(k) Negotiation; Counsel. Each Party has had a full opportunity to be represented by counsel in this Agreement. No provision in this Agreement shall be construed in either Party's favor based on who drafted or revised that particular provision.

(l) Confidentiality. The Parties shall treat all of the terms of this Agreement, as well as any reasonably confidential and proprietary information of the other Party, confidentially and shall not disclose the terms hereof to any third party other than as required by federal or State law (including NRS Chapter 239), or by the Authorizer, or in order to meet the disclosing Party's obligations under this Agreement.

(m) Force Majeure. Neither Party will be liable for any delay in performance or inability to perform due to acts of God, war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, pandemic, epidemic, quarantine, or other acts or events beyond its reasonable control (which does not include mere financial inability to perform). If a Party encounters a Force Majeure event, it shall immediately contact the other Party and provide all known details regarding the same, and the Parties shall work together reasonably and in good faith to implement temporary measures to address the situation. The Parties acknowledge and agree that there is an existing Force Majeure event in effect as of the Effective Date—i.e., the COVID-19 pandemic—but the Parties do not currently anticipate the pandemic materially interfering in the performance of their obligations hereunder.

(n) Prohibited Persons. Neither Party shall include any persons with whom U.S. citizens and companies are prohibited from conducting business due to federal or state laws concerning, for example, government embargoes, sanctions, terrorism, or money laundering.

(o) Non-Discrimination. Neither Party will discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, disability, or other classification protected by law.

(p) No Boycott. If Manager's annual amount to perform hereunder exceeds $50,000, Manager hereby certifies that it is not currently engaged in, and will not during the Term of this Agreement engage in, a boycott of Israel as defined in NRS 332.065.

(q) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which constitute one and the same instrument.

Signatures may be delivered by facsimile or e-mail with the same force and effect as originals.

[*The remainder of this page is intentionally blank and the signature page follows.*]

TEACH
PUBLIC SCHOOLS

IN WITNESS WHEREOF, Company and Manager have caused this Agreement to be executed as of the day and year first above written.

Manager	*Company*
TEACH Inc., a California nonprofit corporation	TEACH Las Vegas, a Nevada nonprofit corporation
By: Mildred Cunningham	By: [signature]
Name: Mildred S. Cunningham	Name: Trishawn Allison
Title: Co-Founder / CEO	Title: Board President

EXHIBIT A TO
MANAGEMENT SERVICES AGREEMENT

Incubation Year Services
(See Sec. 5(b))

1. Competitively bid Food Service, liability insurance, health, dental, vision and life insurance, transportation services, janitorial, nursing, tech support, fiscal back office and other needed services and present proposals with recommendations to the Executive Director. Approval of contracts over $50,000 will require the additional approval of the TEACH LV Board, per fiscal policies.

2. Helping procure all needed materials by obtaining quotes, negotiating prices, and approving purchase orders

3. Prepare necessary policies, plans, handbooks and other materials with the assistance from legal counsel as needed for TEACH LV board review and approval.

4. Complete applications for available grants, lines of credit and E-Rate funding.

5. Attend relevant Nevada trainings relating to charter school & nonprofit operations.

6. Oversee, maintain & manage facilities and facilities related projects & leases to ensure TEACH LV can successfully operate at the prospective school site.

7. Training the Office Manager on enrollment, procurement, human resources, software platforms and other areas as needed.

8. Secure necessary banking relationships for board approval

9. Establish TEACH LV website

10. Conduct board trainings

11. Assist in student recruitment to ensure enrollment goals are met

12. Participate in staff recruitment & interviewing as requested by the Executive Director

EXHIBIT B TO
MANAGEMENT SERVICES AGREEMENT

Evaluation Sample Memo & Calendar
(See Sec. 7(d)(2))

TEACH Public Schools CMO Evaluation

Board Chair:____________________

CMO Executive Team: ____________________________

Date:____________________________

Purpose of Evaluation:

It is the Board's responsibility to hire, manage and support the CMO of the School, and this annual evaluation serves as an important tool in meeting that responsibility. The main purposes of the evaluation are twofold: one, to provide explicit feedback from staff and Board to the CMO on its performance, in order to help it recognize both strengths and areas for improvement, and two, to inform the full Board in a comprehensive way on how the CMO is performing.

Methodology:

The full board and the Executive Director were asked to complete an online, anonymous survey through BoardOnTrack CMO Evaluation tool. In addition, the CMO Executive Team completed a self--evaluation using BoardOnTrack as well.

Executive Summary:

The CMO's performance over the last year has been nothing short of extraordinary. It's rigorous attention to detail, its accessibility to staff, parents and the Board, its clear and organized communication style, its tireless work ethic, and its unsurpassed commitment to TEACH. In a first year of operations that involved no shortage of curveballs and moving parts, the CMO guided the school with patience, creativity, persistence and diligence.

As in any evaluation, there are areas in which the CMO should focus on improving over the coming year. Two areas seem most critical. The first is __________________. The second __________________.

Evaluation:

The structure of this evaluation is through an examination of the important pieces of the CMO's job at TEACH Las Vegas Charter School. As the CMO bears responsibility for staff contributions to academic performance, mission---aligned school culture, and organizational viability. With the Board, CMO sets short--- and long---term goals for the school and assesses the school's adherence to its mission.

The core of this evaluation is provided within this construct, outlining specific measures that the CMO is responsible for and an evaluation of its performance against those responsibilities. Some of the measures are taken from TEACH Las Vegas Charter School's Accountability Plan, approved by the Board earlier this year and waiting final approval from the Department of Education. For these measures, quantitative data is available to evaluate the School's, and by extension the CMO's, performance.

These measures are **in bold font** below.

The other responsibilities are evaluated qualitatively, largely based on Board perspectives, with additional data provided through the CMO self-evaluation and through input from the direct reports.

Comments from both staff and the board are both integrated within the set of responsibilities below.

TEACH PUBLIC SCHOOLS

I. CORE COMPETENCIES

Demonstrates Integrity

Strengths:

Areas for Improvement:

Summary Comments:

Cultivates a Culture of Excellence

Strengths:

Areas for Improvement:

Summary Comments:

Drives Academic Excellence/Student Performance

Strengths:

Areas for Improvement:

Summary Comments:

TEACH
PUBLIC SCHOOLS

II. ROLE SPECIFIC COMPENTENCIES

Leads the Educational Program

Strengths:

Areas for Improvement:

Summary Comments:

Develops and Leads Staff

Strengths:

Areas for Improvement:

Summary Comments:

Manages Organizational Compliance and Administration

Strengths:

Areas for Improvement:

Summary Comments:

Builds and Maintains Family Satisfaction

Strengths:

Areas for Improvement:

Summary Comments:

Manages Financial Performance

Strengths:

Areas for Improvement:

Summary Comments:

Actively Promotes the Organization and Ensures Adequate Resources

Strengths:

Areas for Improvement:

Summary Comments:

TEACH
PUBLIC SCHOOLS

Ensures Adequate Facilities

Strengths:

Areas for Improvement:

Summary Comments:

Partners with the Board

Strengths:

Areas for Improvement:

Summary Comments:

Engages the Community

Strengths:

Areas for Improvement:

Summary Comments:

Overall Leadership and Performance

Strengths:

Areas for Improvement:

Summary Comments:

1. Most Significant Accomplishments and Strengths Demonstrated this Year

2. Top three things to do to move organizational forward

3. Key Challenges

4. Final Remarks

Sample 12 Month Work Plan Calendar For CMO Support And

[Signature Page]

TEACH
PUBLIC SCHOOLS

Evaluation Committee

4th Quarter
June:

- Form CMO Support and Evaluation Committee
- Committee Conducts end of year CMO Evaluation
- CMO executive team takes self-evaluation survey
- Committee shares CMO's survey results with the Board
- Board takes CMO evaluation survey
- Executive Director takes CMO evaluation survey

1st Quarter
July:

- Finish CMO Evaluation
    - Committee shares Evaluation survey results with Board
    - Committee drafts summary memo of Evaluation process
    - Committee reviews the memo and Evaluation details with the Board
    - Committee and CMO review memo, collaborate to refine CMO goals, introduce CMO development goals for upcoming year

August:

- Committee collaborates with CMO to define goals against which to measure CMO's performance for the year.
- CMO and committee create CMO development plan for year
- Board approves the goals that the CMO and Committee have developed

September:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting.
- Committee works with CMO to sets dates for December and March check-ins and June end-of-year evaluation

2nd Quarter
October:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting

November:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting
- Committee gathers input for December CMO check-in from board
  CMO completes self-reflection
- Committee plans December CMO check-in conversation
- Committee works with CMO to have staff satisfaction survey

December:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting
- Committee conducts a structured check-in with CMO before winter break (see November) about what is working or not working with Board-CMO Partnership

3rd Quarter
January:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting
- Committee reports to Board about December check-in

February:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting
- Committee gathers input for March CMO check-in from board
- CMO completes self-reflection
- Committee plans CMO March check-in conversation
- Committee works with CMO to have parent satisfaction survey

March:

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting
- Committee uses work from February to conduct a structured CMO check about what is working or not working with board-CMO Partnership

4th Quarter

April

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting
- Committee reports to board on March check-in
- Committee plans end of year CMO Evaluation

May

- CMO reports on progress towards goals at monthly CMO Support and Eval Committee meeting

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1. CMO should have a set of annual goals that articulates the key things the organization will do this year towards achieving the promises made in the charter and accountability plan, as well as any additional goals that are related to organizational success.
2. The CMO should clearly articulate when she will need support from the full board and each committee to achieve his or her goals.
3. Articulating CMO goals and board-level goals provides a clear understanding of the management-governance distinction in key areas. If designed correctly, they will help avoid common governance-management conflicts.

Recommended Categories for CMO Goals:

- Students: Attendance, on-time arrival, attrition, retention, demographics, success after graduation.
- Academics: State test, interim assessment, and nationally normed assessment data.

- Staff/Teachers: Recruitment, retention, satisfaction.
- Financials: Cash on hand, surplus, clean audit, grant requirements and grant reporting.
- Facilities: Lease status, debt service, etc.
- Private Fundraising: By source (foundations, corporations, individuals) and renewals vs. new donors.

Ultimately, each of these CMO goals should tie back to a board-level committee that provides oversight and support to help ensure the goal is achieved. In addition, the CMO may also have some "personal" professional development goals that are listed in addition to the organization-wide goals.

2. The board will have a much easier time conducting effective oversight if the CMO reports on goals and metrics by including comparative data, such as:

- What was achieved last year
- The sending district (typically, this is a low-bar or baseline).
- A high-bar— a school that is comparable to yours that is proving what is possible to achieve.
- What is in the charter and/or accountability plan so that the board knows whether or not they are on track to achieve/exceed the articulated goal.