

EDUCATIONAL SERVICES MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (hereinafter “Agreement”) is made and entered into as of the 36 day of May, 2025 by and between **Movement Schools, Inc.**, a Georgia non-profit corporation and an educational support services provider (hereinafter “ESP”), and **Movement Charter School, Inc.**, a Georgia non-profit corporation (“the Board”).

RECITALS

WHEREAS, the Board has submitted a charter for the operation of a public state charter school under the authorization of the State Charter Schools Commission of Georgia (“Authorizer”) known as Movement Schools Atlanta and located in College Park, Georgia (the “School”); and

WHEREAS, the Board has determined that it is in its best interest to contract with a qualified and competent educational support service provider to assist in operating the School; and

WHEREAS, the Board intends to apply for recognition of tax exempt status under Section 501(c)(3) as required under the Georgia Charter Schools Act; and

WHEREAS, the Board wishes to engage the ESP, and the ESP wishes to be engaged by the Board, to provide professional educational support and services to the School upon the terms and conditions set forth herein; and

WHEREAS, the Board has received and shall be entitled to receive certain payments under the Charter (other than amounts permitted to be retained by the Authorizer) and otherwise under the laws of the State of Georgia; and

NOW, THEREFORE, for mutual and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree with each other as follows:

ARTICLE I CONTRACTING RELATIONSHIP

A. **Recitals.** The above recitals are true and correct and by this reference are hereby incorporated into this Agreement as though fully set forth herein.

B. **Authority.** The Board represents that it is authorized by law to contract with the ESP and for the ESP to provide educational support services to the Board. The Board further represents that it has been granted the Charter by the Authorizer to organize and operate a public charter school. The Board is therefore authorized by the Charter and the Authorizer to supervise and control such charter school, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in the Charter.

C. **Agreement.** The Board hereby contracts with the ESP, to the extent permitted by law, for the provision of educational support services to the administration, faculty, staff, and Directors of the Board in accordance with the educational goals, curriculum, methods of pupil

assessment, enrollment policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the Board's Board of Directors and included in the Charter between the Board and the Authorizer. The ESP's obligations to the Board shall be only as expressly set forth in this Agreement. Duties required to be carried out for the operation of the School which are not expressly set forth herein as being the ESP's responsibility shall remain the Board's sole responsibility.

D. Designation of Agents. The Board designates the employees of the ESP as agents of the Board having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act ("FERPA") and other applicable law; provided, however, that the ESP shall only communicate or negotiate with governmental agencies under the explicit direction of the Board. The Parties acknowledge and agree that the functions and powers of the Board under the Charter cannot be delegated to a third party without written agreement by the Board and the Authorizer.

E. ESP Marks. During the Term and subject to the terms and conditions of this Agreement, ESP grants the Board a limited, non-exclusive, revocable, non-transferable license (without the right to sublicense) to use ESP's trade name(s) and ESP's trademark(s) (the "**ESP Marks**") solely for the purposes of promoting and advertising the School. ESP shall have the opportunity to review and approve all artwork, copy or other materials utilizing the ESP Marks prior to any production or distribution thereof. All uses of the ESP Marks require ESP's prior written permission. The Board and the School shall acquire no rights in or to the ESP Marks, and all goodwill associated with the ESP Marks shall inure to the benefit of and remain with ESP. Upon expiration or termination of this Agreement, the Board shall immediately discontinue use of the ESP Marks and shall remove the ESP Marks from the School's locations, vehicles, websites, telephone directory listings and all other written or electronic promotional materials.

E. Status of the Parties. The ESP is a Georgia non-profit corporation and is not a division or a part of the Board. The Board is a Georgia non-profit corporation authorized by the Charter with fiduciary duty obligations owed solely to the School. The Board is not a division or part of the ESP and the parties had separate legal representation in negotiating the terms of this Agreement. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and does not create an employer-employee relationship. Except as expressly provided in this Agreement, no agent or employee of the ESP shall be deemed to be the agent or employee of the Board. The ESP shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between the ESP and the Board is based solely on the terms of this Agreement, and the terms of any other written agreements between the ESP and the Board. The ESP shall not take any tax position that is inconsistent with being a service provider to the Board with respect to the School's facilities that are being managed by the ESP.

F. Exempt Status. The Board has been determined by the Internal Revenue Service (the "IRS") to be an entity described in §501(c)(3) of the Internal Revenue Code (herein referred to as "exempt status"). Notwithstanding any provision herein, the ESP will take no action nor

engage in any conduct that shall adversely impact the exempt status of the Board. All provisions herein shall be interpreted and applied consistent with this requirement. Further, the parties agree to amend this Agreement in the event a provision is deemed to be inconsistent with the exempt status of the Board.

ARTICLE II TERM & TERMINATION

A. **Term of Agreement.** This Agreement shall be effective as of the date hereof (the “Commencement Date”) and shall have a term equal to the term of the School’s Charter. The date of the expiration of the School’s Charter shall also constitute the expiration date of this Agreement (the “Expiration Date”). After the initial term, the term of the Agreement may be extended upon the written consent of both parties such that the term of this Agreement shall remain for the duration of the School’s current charter term. Nothing contained in this Agreement shall be construed to restrict or prevent either Party from entering into a School Management Agreement with any other party for any school other than the School that is the subject of this Agreement. The Parties acknowledge that any amendment will comply with applicable law and the terms of the Charter and that the Authorizer must approve this Agreement and any subsequent amendment thereto prior to its execution. Notwithstanding the foregoing, no Renewal Term shall exceed the safe harbor provisions in Rev Proc 2017-13.

B. Termination.

1. Revocation, Termination of Nonrenewal of Charter. If the Charter issued by the Authorizer is revoked, terminated, or a renewal Charter is not issued to the Board after expiration of the Charter in effect at the time of execution of this Agreement, this Agreement shall automatically be suspended or terminated on the same date as the Charter is suspended, revoked, terminated, or expires without further action of the Parties; provided, however, that the ESP shall assist the School with its transition for a period not to exceed ninety (90) days following the effective date of termination of this Agreement.

2. Challenge to Section 501(c)(3) Status or Operations. Notwithstanding anything to the contrary, the Board may terminate this Agreement before the expiration date of the Term on written notice if, in the reasonable written opinion of the Board’s tax counsel, such termination is necessary to protect (i) the Board or its governing body from assessment of penalties or sanctions by the Internal Revenue Service due to any provision of this Agreement, in whole or in part; or (ii) the Board’s tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

3. Additional Termination Rights of the Board. The Board may terminate this Agreement under the following additional circumstances:

- a. If the ESP shall under such law as shall be applicable to it commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or shall apply to any tribunal for a receiver, intervenor, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such action and the same shall remain undismissed for more than thirty (30) days.

- b. If the ESP is found by an administrative or judicial body to have made fraudulent use of funds, or if an administrative or judicial body has revoked any license which may be required for the ESP to carry on its business and perform its obligations and functions under this Agreement.
- c. If the ESP is in Material Breach of this Agreement. A “Material Breach” by the ESP shall include: (i) failure to account for its expenditures or pay the Board’s operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules and curriculum duly adopted by the Board which are not in violation of this Agreement or the law, (iii) failure to make sufficient progress in attaining student achievement objectives and mission-specific goals of the Charter, including the Authorizer’s Comprehensive Performance Framework, such that the Charter School reasonably determines that the current or future status of the Charter is in jeopardy, (iv) if the health, safety, or welfare of the students is threatened, (v) violation of law, (vi) the revocation, suspension or termination of licenses/certifications needed for any School operations solely as a direct result of an act or failure to act by the ESP, and (vii) the revocation or threatened revocation by the Authorizer of the Charter solely as the direct result of an act or failure to act by ESP.
- d. The representations or warranties made by ESP in this Agreement shall be untrue in any material respect.

In the event of a Material Breach, the ESP shall have thirty (30) days after receipt of written notice to remedy said breach to the reasonable satisfaction of the Board. The Board, in its sole discretion, may permit an additional time period for the remedy of any breach that is not properly remedied within 30 days.

4. Additional Termination Rights of ESP. The ESP may terminate this Agreement if the Board commits a material breach of this Agreement and fails to cure such Material Breach within thirty (30) days after written notice of such breach. A “Material Breach” by the Board shall include: (i) failure to comply with any of its obligations under this Agreement that substantially impairs the ESP’s ability to perform its obligations to the Board; or (ii) failure to make any payment due hereunder within thirty (30) days after the date that such payment was due.

5. Effectiveness of Termination. If this Agreement is terminated prior to the end of the Term other than if required by applicable law in connection with termination as provided for in Section B.1 or B.2 of this Article, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current school year.

6. Effect of Termination. Upon the effective date of termination or expiration of this Agreement:

- a. Subject to any provisions contained in the Board’s facility lease, the Parties shall have the right to remove from the School any equipment or other assets owned or leased by the respective Party;
- b. The Board shall pay or reimburse ESP for the prepaid portion of any expenses or liabilities incurred by ESP pursuant to the Budget (as defined below) as of the date of such termination or expiration, provided ESP supplies the Board with documentation of all such expenses and liabilities. Upon termination or expiration of this Agreement pursuant to Section B of Article II, ESP, for a fee reasonably acceptable to ESP and agreeable to the

Board, shall assist the Board for a period not to exceed six months following the effective date of termination of this Agreement, with the Board's transition to another administrative or managerial arrangement, if any.

- c. ESP shall, if applicable, reasonably assist the Board in the execution of a closure and dissolution plan and cooperate in the closure and dissolution process, including without limitation, in any audits and court or other proceedings related thereto
- d. The party to whom Confidential Information (as defined herein) has been disclosed shall, upon request and at the direction of the disclosing party: (i) return such Confidential Information within thirty (30) days, including any copies thereof, and cease its use; or (ii) destroy such Confidential Information and certify such destruction to the disclosing party, except for a single copy thereof which may be retained for the sole purpose of determining the scope of any obligations incurred under this Agreement, and except where disclosure or retention is required by applicable law. "Confidential Information" means any confidential and non-public trade, technical or business knowledge, information, and materials regarding the School or the ESP (or their respective affiliates), which is given by one Party to the other, or any of their respective representatives, in any form, whether printed, written, oral, visual, electronic or in any other media or manner. Confidential Information includes, but is not limited to, research, operations and procedures, financial projections, pricing, sales, expansion plans and strategies, services data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, as well as information with respect to each Parties' or its affiliates' plans for market expansion, except for information which a Party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other Party's Confidential Information as required to be disclosed by law, rule, or regulation, Georgia Open Records Act, or by reason of subpoena, court order or government action shall not constitute a breach of this Agreement; however, in such event the Party required to disclose such information will reasonably cooperate with the Party whose information is required to be disclosed to obtain a protective order applicable to such disclosure. All Confidential Information will remain the sole property of the Party disclosing such information or data.

ARTICLE III FUNCTIONS OF THE ESP

A. **Responsibility.** The ESP shall be responsible and accountable to the Board for the provision of educational support services as set forth herein. The ESP's responsibility is expressly limited: (i) to the items set forth in the Annual Budget which is to be submitted and approved by the Board as provided in this Agreement, and (ii) by the availability of Charter Revenues. Neither

the ESP nor the Board shall be required to expend Charter Revenues on services in excess of the amount set forth in the Annual Budget.

B. Specific Functions. The ESP shall be responsible for providing a set of educational support services to the School. Such functions are summarized below and set forth in more detail in Appendix A hereto:

1. Provide day-to-day supervision of, and perform leadership coaching and support to, the Head of School on behalf of the Board; provided, however, that the Board shall be ultimately responsible for evaluating the Head of School under the Leader Keys Effectiveness System and perform such other supervisory roles required under applicable law and the Charter. The ESP may also evaluate School leaders; provided that such evaluations shall not supplant the Board's authority over School employees or its obligations under the Teacher and Leaders Keys Effectiveness Systems.
2. Consult on the implementation and administration regarding the education program, including the selection of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board ("Educational Program").
3. In accordance with the Authorizer's requirements, perform repeated evaluation, assessment and continuous improvement of the educational curriculum and program development and report findings to the Board upon its request.
4. Perform other consulting, data reporting, and liaison services with governmental and quasi-governmental offices and agencies as are necessary at the discretion of the Board.
5. Provide a central Chief Financial Officer with at least the credentials required by authorizer(s), who will oversee and manage all aspects of the accounting and finance operation, in coordination with the Board Treasurer, including general ledger management and financial reporting including identifying and applying for grants, spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto, overseeing insurance programs and risk management, and preparing the proposed annual budget for presentation to the Board for modification, amendment or approval; provided that any modifications or amendments shall be approved by express vote of the Board. At each monthly Board meeting, the ESP shall provide financial and budget updates to the Board which shall include statements of all revenues received by the Board, and statements of all expenses expended on behalf of the Board by the ESP, as further specified in Article V below.
6. Provide business management services to the Board.
7. Provide human resources and benefit administration services.

8. Provide services related to marketing and recruitment of students.
9. Provide development and communications services.
10. Manage the selection of a Head of School, when a vacancy exists. The ESP shall undertake a recruitment process, implementing the Board's vision statement and desired qualifications for a successful candidate. The ESP will screen candidates on behalf of the Board and, after identifying candidate(s) that meet the Board's criteria, will present the candidate(s) to the Board for interview, selection, and hiring.
11. Provide professional development training in its methods and curriculum to all personnel on a regular and continuous basis.
12. Perform all other functions necessary or expedient for the administration of the School or as otherwise set forth herein.

C. **Purchases.** Purchases made by the ESP on behalf of the Board with the Board's funds, such as non-proprietary instructional and/or curriculum materials, books and supplies, software licenses, and equipment will be the property of the Board or the Authorizer as required by the Charter. The Board will own all proprietary rights to curriculum or educational materials that are both directly developed and paid for by the Board. The ESP shall own all proprietary rights to, and the Board's proprietary interest shall not include, curriculum or educational materials that are developed or copyrighted or similarly protected by the ESP. The ESP's educational materials and teaching techniques used by or at the School shall be subject to disclosure to the extent required by law.

D. **Subcontracts.** The ESP shall be authorized to subcontract any of its services under this Agreement.

E. **Place of performance.** The ESP reserves the right to perform functions other than in-school instructional consultation, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by state or local law.

F. **Student Recruitment.** The ESP and the Board shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies established by the Board. Students shall be selected in accordance with the procedures set forth in the Charter and in compliance with applicable laws. The ESP shall solicit and recruit enrollment of students by various means, including but not limited to the following: utilize paid and unpaid media-advertisements in a newspaper of general circulation, mailings to parents/guardians of prospective students, word-of-mouth, and presentations to interested groups and distribute information through advertisements utilized by the Authorizer.

G. **Legal Requirements.** The ESP shall provide educational support services that meet federal, state, and local requirements, and the requirements imposed under applicable laws and the Charter, unless such requirements are or have been waived.

H. **Pupil Performance Standards and Evaluation.** Under the direction of the Board, the ESP shall direct the Board on the implementation of pupil performance evaluations that permit evaluation of the educational progress of each School student. The ESP shall administer all standardized tests which are required by the Authorizer, and in compliance with all state, local and federal requirements for proper test monitoring and security.

I. **Contract between the Board and the Authorizer.** The ESP will not act in a manner which will cause the Board to be in breach of its Charter with the Authorizer.

J. **Unusual Events.** The ESP agrees to timely notify the Board and/or school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Board in complying with its responsibilities hereunder or any requirements under applicable laws or in the establishment, maintenance, management or carrying on of the School in the ordinary course.

K. **Student and Financial Records.** All student and financial information related to the School shall be available for inspection at the School upon reasonable request consistent with applicable federal and state laws.

L. **Charter School Records/Proprietary.** The financial, educational and student records pertaining to the School are Charter School property, and such records are subject to the provisions of the applicable freedom of information act(s) to the extent required by applicable law. All School records shall be physically or electronically available, upon request, at the School. Except as prohibited under the Charter and applicable law, the Authorizer and the public shall have access to the School's records.

ARTICLE IV OBLIGATIONS OF THE BOARD

A. **Good Faith Obligation.** The Board shall be responsible for its fiscal and academic policy. The Board shall exercise good faith in considering the recommendations of the ESP, including but not limited to, the ESP's recommendations concerning policies, rules, regulations and budgets.

B. **Assistance to the ESP.** The Board shall cooperate with the ESP in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all Board meetings. The Board shall timely furnish the ESP all documents and records necessary for the ESP to properly perform its responsibilities under this Agreement, including, without limitation, assisting the ESP in applying for licenses and permits and in obtaining any required approvals and consents.

C. **Unusual Events.** The Board agrees to timely notify the ESP of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the ESP in complying with its responsibilities hereunder.

D. **Retained Authority.** The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the School.

ARTICLE V FINANCIAL ARRANGEMENTS

A. **Charter Revenues.** The primary sources of funding for the School are the following (“Charter Revenues”) as defined below and as permitted by and consistent with state and federal laws:

1. State aid funding for public school students enrolled at the School.
2. Special education funding provided by the federal, state, and local governments that is directly allocable to special education students enrolled at the School.
3. Gifted and talented funding provided by the federal, state, and local governments that is directly allocable to gifted and talented students enrolled at the School.
4. At-risk funding provided by the federal, state, and local governments that is directly allocable to at-risk students enrolled at the School.
5. Funding provided by the federal, state, and local governments that is directly allocable to students enrolled at the School with limited English proficiency.
6. All federal, state and local grant sources, including Title I, any startup funding allocable to the School, tax millage funding, pandemic or other emergency relief funding or other unanticipated funding from the federal, state or local sources

B. **Other Revenue Sources.** The Board delegates to the ESP sole authority to oversee solicitation of any available non-governmental grants, donations, or contributions on behalf of the School, including the Movement Foundation (“Other Revenues”). Any such funds received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise determined by the ESP consistent with its obligations herein. The ESP will coordinate with Movement Foundation on behalf of the Board to ensure that any funding deficits for MSA are supplemented by the Movement Foundation pursuant to its letter of financial commitment to the School, which is incorporated here by reference. Subject to applicable donor restrictions, the ESP shall determine the allocation of any Other Revenues that remain unexpended following completion of the project or purpose for which they were originally designated. Such funds shall be considered Charter Revenues as set forth herein unless otherwise agreed upon in writing by the Parties. Upon termination of this Agreement, the ESP shall comply with the terms of any agreements with respect to any surplus of Other Revenues provided to ESP that were restricted to support operations of the School.

C. **Fees.** The ESP will charge the Board a fee for its services in an amount not to exceed 15% of Charter Revenues, which shall be established annually in accordance with available

funds as determined and approved by the Board pursuant to the Annual Budget and any amendments thereto.

D. Budget. Under the supervision of the Board, the ESP shall manage the budget, accounting, and financial reporting functions for the School in accordance with Board's financial and budgeting policies and procedures, the requests of the Authorizer, the provisions of the Charter and the approved Annual Budget). The Board shall be responsible for reviewing, revising, and approving the Budget in accordance with the Charter and applicable law.

1. The ESP shall prepare and submit to the Board for its approval for each Fiscal Year an Annual Budget for the School not later than forty-five (45) days prior to the beginning of the Fiscal Year (July 1-June 30). Each Annual Budget shall adhere to the Board's budgeting policies and state an estimate for the coming Fiscal Year for (i) Charter Revenues; (ii) Operating Expenses; (iii) Reserve Expenses; (iv) Audit Expenses; and (v) Fund Balance.

2. Reserve Expenses means the amount of money reflected in the Annual Budget that must be deposited into an account for Reserve Expenses. The Reserve Expense Account shall be used for the establishment of reasonable reserves for long-term renewal and replacement of the School facility or portions thereof.

3. Operating Expenses include the Board expenses advanced by the ESP in support of School operations and are subject to reimbursement.

- a. It is the intent of this provision that the ESP prepare and submit to the Board a balanced annual budget, which shall provide for full payment of the (i) Charter Revenues; (ii) Operating Expenses; (iii) Reserve Expenses, (iv) Audit Expenses and (v) Fund Balance with respect to the School.
- b. The ESP will propose amendments or revisions to the Budget not less frequently than semi-annually in order to reflect the results of the most recent student count. Any such amendment shall only be valid if approved by the Board and shall be in compliance with applicable law, including but not limited to O.C.G.A. § 20-2-167.1. The ESP and the Board acknowledge their mutual intent to make all good faith efforts to ensure that the final annual budget is completed no later than June 30th (the "Annual Budget").
- c. The ESP shall operate and manage the School according to the Annual Budget.
- d. The ESP shall not expend the Charter Revenues except in accordance with the provisions of the Annual Budget, the Charter, its delegated authority under this Agreement (which shall not include authority to serve as a co-signatory on the School's bank account(s)), the Board's policies, and applicable laws.

Nothing in this section or Agreement shall in any way reduce or affect the Board's authority and responsibility to exercise oversight over the School's finances, including the Board's role and requirement to adopt an annual operating budget.

E. **Availability of Funds.** The ESP shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Charter Revenues to make payments of Operating Expenses in accordance with the terms of the Annual Budget.

F. **Other Schools.** The Board acknowledges that the ESP may enter into similar agreements with other charter school entities. The ESP shall maintain separate accounts for expenses incurred by and on behalf of the Board and other charter schools, and shall only charge the School for expenses incurred by or on behalf of the School. If the ESP incurs authorized reimbursable expenses on behalf of the Board and other charter schools which are incapable of precise allocation, then the ESP shall have the authority allocate such expenses among all such charter schools, including the School, on a prorated basis based upon the number of students enrolled at such charter schools, or upon such other equitable basis as is acceptable to the parties.

G. **Financial Reporting.** The ESP shall provide the Board with:

1. The projected Annual Budget as required by the terms of this Agreement.
2. Detailed statements of all Charter Revenues received, and detailed statements of all expenditures for services and or expenses rendered or incurred to or on behalf of the School, whether incurred on-site or off-site, upon request.
3. Monthly financial statements by the 20th day of the following month, including a balance sheet, statement of revenues and expenditures.
4. Other information on a periodic basis to enable the Board to (i) monitor the ESP's performance and the efficiency of its operation of the School, and (ii) furnish reports and information which the Board is required to provide pursuant to its Charter and/or applicable laws.
5. Reports on School operations, finances, and student performance shall be provided upon request, but not less frequently than four (4) times per year.

H. **Access to Records.** The ESP shall keep accurate financial records pertaining to its operation of the School; together with all School financial records prepared by or in possession of the ESP, and shall retain all of such financial records for a period of time as may be required by the Charter and applicable law. The ESP and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law.

I. **Review of Operational Budget.** The Board shall be responsible for reviewing and approving the Annual Budget of the School and any proposed amendments thereto.

J. **Annual Audit.** The Board shall select and retain an independent auditor to conduct an annual audit of the School in accordance with the School's authorizing documents. Subject to applicable law, all finance and other records of the ESP related to the School will be made available to the Board's independent auditor.

K. **Start-up Financing/Operating Losses.** The ESP may, at the request of the Board and at the ESP's discretion, provide funds for operating losses for the School, including funds for the development of a curriculum, technology system and school operations plan; recruiting, selecting and pre-service training of staff members; and cleaning, fixing and equipping of the School building as required by this Agreement. The ESP advances shall be budgeted and shall be in amounts acceptable to the ESP. Subject to the provisions of this Agreement, the ESP shall be reimbursed from the Depository Account as and when funds are available and approved by the Board.

L. **Marketing.** Marketing and development costs paid by or charged to the School shall be those costs for the benefit of the School program and shall not include costs exclusively for the marketing and development of the ESP.

M. **Attendance at Meetings.** The ESP shall attend as required meetings of the Board and the Authorizer.

ARTICLE VI PERSONNEL

A. **Teachers and Staff.** To the extent required by law, the Board shall be the employer of all personnel and hereby delegates all personnel management functions to the ESP, including 1) the recruitment, selection, hire, training, supervision, evaluation, discipline and termination of all personnel associated with the School, who shall include without limitation, administrative and support staff and all teachers qualified in the grade levels and subjects required to implement the educational system of the School; 2) establishing appropriate personnel policies and procedures; and 3) determining teacher and staffing composition and compensation in accordance with the budget. Each employee hired or retained by the ESP shall hold a valid teaching certificate issued by the state board of education, if and as may be required by law, and hiring decisions shall be made only after completion of criminal background or other checks, if and as may be required by the Georgia Charter Schools Act or other applicable state and federal laws, or as may be deemed prudent by the ESP.

B. **School Leader.** Since the responsibility of the School Leader is critical to the School's success, the ESP shall present to the Board for approval its best candidate recommendation(s) for the position; if the Board disapproves of the candidate, the ESP will successively present candidate recommendation(s) until the Board approves a candidate. For each candidate recommendation declined, the Board shall provide the ESP with its reasonable justification for non-selection. from which the Board shall select the School Leader. The School Leader shall be accountable to the Board and the ESP for the success of the School. The ESP shall maintain responsibility for monitoring and managing the performance of the School Leader

consistent with Board expectations and for reporting to the Board. The ESP shall not recommend termination of the School Leader without first providing notice to the Board of the reason for termination and receiving Board approval for the action, which shall not be unreasonably withheld. If the Board unreasonably withholds its School Leader selection decision or its approval to terminate the School Leader following notice by the ESP, it shall constitute a material breach of this Agreement.

ARTICLE VII INDEMNIFICATION

Each party to this Agreement does hereby indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys to the fullest extent of the law from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the other party, (ii) any action taken or not taken by the other party, or (iii) any noncompliance or breach by the other party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, “party” shall include the party’s trustees, directors, officers, employees, agents, representatives and attorneys. In addition, each party to this Agreement shall indemnify the Authorizer to the fullest extent of the law from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the ESP or the Board or (ii) any action taken or not taken by the ESP or the Board.

ARTICLE VIII INSURANCE

A. **Insurance Coverage.** Each party shall maintain such insurance in the coverage amounts as may be required by the Charter, with the other party listed as an additional insured. The building and related capital facilities remain the responsibility of the Board and the Board shall cover its property with property and casualty insurance. Charter Revenues will be used to purchase insurance defined in the Charter to operate the School, including the provision of Directors & Officers Liability insurance for the Board. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party’s insurers, to the extent reasonably practicable.

B. **Workers’ Compensation Insurance.** Each party shall maintain workers’ compensation insurance as required by the Charter and applicable laws, covering their respective employees.

ARTICLE IX WARRANTIES AND REPRESENTATIONS

A. **Charter School Warranties and Representations.** The Board represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly

and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. **ESP Warranties and Representations.** The ESP warrants and represents that it is a non-profit corporation in good standing and is authorized to conduct business in the State of Georgia. The ESP will comply with all registration and licensing requirements relating to conducting business under this Agreement.

C. **Mutual Warranties.** The Board and the ESP mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE X NON-DISCRIMINATION

The ESP agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement, and that it shall comply with the Charter and all applicable law in this regard.

ARTICLE XI LIMITATION OF LIABILITY

The parties desire to enter into this Agreement only if in doing so the parties can exclude special or punitive damages on the party liable for any cause of action arising out of this Agreement. Any and all damages shall also be limited by this Agreement, and limited to such claims and damages arising solely from this Agreement. Nothing contained in this Article or elsewhere in this Agreement is in any way intended to either be a waiver of the limitation set forth in O.C.G.A. § 50-21-23, or to extend the Board liability beyond the limits established in said O.C.G.A. § 50-21-23; and notwithstanding anything to the contrary no claim or award against the Board shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest.

ARTICLE XII MISCELLANEOUS

A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Board and the ESP.

B. **Force Majeure.** Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article of this Agreement governing termination.

C. **State Governing Law/Dispute Resolution.** The rights of all parties hereto shall be construed according to the laws of the State of Georgia. The parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If, nevertheless, a dispute should arise in connection with this 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. In the event any dispute arises between the Board and the ESP concerning this Agreement, upon mutual consent of the parties, it shall be submitted to arbitration conducted in accordance with the American Arbitration Association (“AAA”) for resolution. If the parties cannot agree on an alternate arbitrator, they shall submit the dispute to the Atlanta regional office of AAA and the arbitration shall take place in Atlanta. The arbitration shall be conducted by a single arbitrator. The parties shall appoint the single arbitrator to arbitrate the dispute within ten (10) business days of the submission of the dispute. In the absence of agreement of the single arbitrator to arbitrate the dispute within such time, AAA is authorized to appoint an arbitrator in accordance with the AAA rules, except that the arbitrator shall have as his/her principal place of business the Atlanta metropolitan area.

D. **Incorporation of Charter.** Notwithstanding anything herein to the contrary, the operation of the School and the obligations and duties of the parties under this Agreement shall be governed in all respects by the terms and provisions of the Charter, which is incorporated herein by reference. All capitalized terms not defined herein shall have the meanings given in the Charter.

E. **Agreement in Entirety.** This Agreement (including attachments) constitutes the entire agreement of the parties.

F. **Official Notices.** All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by: (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail or FedEx, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of confirmed receipt if sent by certified or registered mail or FedEx. Notices to the Board shall be sent to the current address of the then current Board Chair, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board Chair and Board, are as follows:

Charter School:
Movement Charter School, Inc.
600 Peachtree Street NE 3000
Atlanta, GA 30308
C/O Mr. Jason Crain, Board Chair
j@jasonrcrain.com

The ESP:
Movement Schools, Inc.
8024 Calvin Hall Rd
Indian Land, SC 29707
C/O Kerri-Ann Thomas, CEO
kerriann.thomas@movementfoundation.org

G. **Assignment.** This Agreement may not be assigned by any party.

H. **Amendment.** This Agreement shall not be altered, amended, modified or supplemented except in writing and approved by the Board and signed by both parties and in accordance with the Charter Agreement and applicable law.

I. **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.

J. **Other Provisions.**

1. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

2. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Georgia by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Georgia law. If not modifiable to conform with such law, then it shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

K. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to the ESP powers or authority of the Board which are not subject to delegation under applicable law.

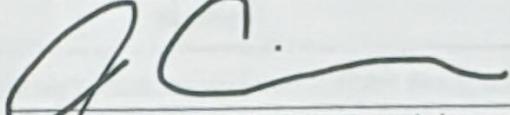
L. **Compliance with Law.** The parties to this Agreement agree to comply with all applicable laws and regulations.

M. **Compliance with Charter.** The parties to this Agreement agree to comply with the terms and conditions set forth in the Charter.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

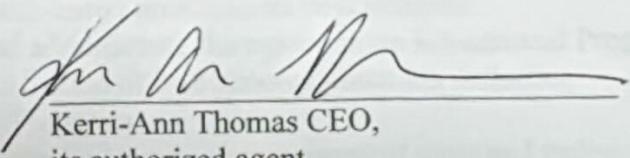
MOVEMENT CHARTER SCHOOL, INC.



Jason Crain, Chair of the Board, its authorized agent

Date: 5/30, 2025

MOVEMENT SCHOOLS, INC.



Kerri-Ann Thomas CEO,
its authorized agent

Date: 5/30, 2025

APPENDIX A

Category	Service
Academic	<ul style="list-style-type: none"> ▪ Implement and manage customized curriculum designed to meet national, state, and local standards ▪ Ensure curriculum development and mapping ▪ Support Curriculum Resource Selection and Procurement ▪ Manage and implement approved education model ▪ Support and manage lesson and learning plan implementation ▪ Provide research-based professional development ▪ Implement and administrate the agreed upon Educational Program ▪ Assist in the selection of instructional materials including equipment and supplies ▪ Provide and manage classroom management tools and techniques ▪ Manage, monitor, and report appropriate teacher instructional support, coaching, and mentoring ▪ Provide assistance in coordinating parent, teacher, and student organizations ▪ Determine, at the guidance of the Principal, the number of teachers, and the applicable grade levels and subjects ▪ Provide Student data analysis ▪ Coordinate special education and English language learner services in collaboration with school staff and/or board consultants ▪ Provide continuous program evaluation ▪ Develop and support student individual education and 504 plans, assessments, records, etc. ▪ Support and Manage standards-based grading and formative assessments
Executive	<ul style="list-style-type: none"> ▪ Manage organizational performance in compliance with the law and the Charter Agreement ▪ Recruit and recommend for hire Principal candidate for final consideration and approval by Board ▪ Training, day-to-day supervision and evaluation of Principal under delegated Board authority as further set forth in the Agreement ▪ Train and support other senior leadership position ▪ Review and recommend approval of contracts and grants ▪ Manage special projects

<p>Advancement & Communications</p>	<ul style="list-style-type: none"> ▪ Lead system-wide fundraising efforts intended to produce grants and loans in support of schools’ strategic and capital plans ▪ Manage branding, marketing, content creation in support of campus-level communications specialist ▪ Manage website framework, renewals, and upgrades ▪ Source major gifts, philanthropic grants ▪ Manage fundraising policies and procedures
<p>Administration</p>	<ul style="list-style-type: none"> ▪ Board meeting reporting and administration ▪ Manage policies, handbooks, procedures manuals ▪ Monitor and report regarding authorizer academic, financial, legal, operational compliance ▪ Manage charter agreement initial publications and renewal ▪ Manage accreditation processes ▪ Initiate government grant applications ▪ Monitor government grants and evaluations ▪ Maintain dashboard report useful to authorizers, board, school leaders, and faculty ▪ Manage state reporting requirements ▪ Manage title and other governmental programs and grants ▪ Manage student/family enrollment outreach including presentations, tours, marketing ▪ Manage open enrollment process; bring student records to “complete registration” ▪ Coordinate with authorizers and school leaders regarding enrollment compliance ▪ Report enrollment data ▪ Oversee provision and billing of legal services by outside legal counsel and advise board regarding same
<p>Finance</p>	<ul style="list-style-type: none"> ▪ Provide designated Chief Financial Officer with the credentials required by authorizers ▪ Manage budgeting, forecasting, analysis, reporting ▪ Perform controller, bookkeeping, accounts payable tasks maintaining appropriate separation of duties ▪ Complete reports required by authorizers ▪ Manage third party audits and complete Form 990 ▪ Provide grant reporting support ▪ Manage contracts

Human Resources	<ul style="list-style-type: none"> ▪ Manage talent sourcing and acquisition and recruiting ▪ Manage system of record ▪ Manage employee, contractor, and volunteer onboarding and offboarding ▪ Manage employment policies/compliance ▪ Manage employee contracts/credentialing ▪ Manage payroll/benefits ▪ Manage stipends, workers compensation claims, training & development ▪ Complete reports and processes required by authorizers
Operations	<ul style="list-style-type: none"> ▪ Consult on safety, security, facilities, construction, maintenance, and repair, food service, front office, scheduling, carpool ▪ Manage information technology support including campus networks, AV equipment, computers, video, security, and other safety systems ▪ Major project management ▪ Process documentation and training ▪ Support online testing