

ALAKA'I HERITAGE ACADEMY AND ACADEMICA NEVADA

MEMORANDUM OF UNDERSTANDING

**This Incubation Year Services Agreement** ("Agreement") is made and entered into as of January 6, 2020 ("Effective Date"), by and between, Academica Nevada, a Nevada limited liability company qualified to do business in Nevada ("Academica") and Alaka'i Heritage Academy, a proposed Nevada public charter school ("School"), for the provision management services in the School's incubation year. Each entity is referred to individually as a "Party" and the entities collectively are referred to as the "Parties."

WHEREAS, the School has submitted or will submit an application to the Nevada State Public Charter School Authority for a contract to operate a charter school;

WHEREAS, the School is currently governed by the Alaka'i Heritage Academy Committee to Form, which will become the School's Board of Directors should the application for a charter contract be accepted;

WHEREAS, the School has selected Academica to provide management services during the School's incubation year;

WHEREAS, Academica has agreed to provide management services and has assisted in the School's application process with the Nevada State Public Charter School Authority;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

I. Scope of Agreement

A. This Agreement forms the basis of mutual understanding and respective responsibilities between the School and Academica for providing necessary management services during the School's incubation year.

II. Term of Agreement

A. Either Party may terminate this Agreement for its convenience at any time upon giving thirty (30) days written notice to the other Party.

B. This Agreement shall be effective from January 6, 2020 until June 30, 2020.

C. This Agreement may be modified at any time by written consent of both Parties.

D. This Agreement shall be valid and binding only if and when it has been duly executed by an officer of the School and by Academica by January \_\_\_, 2020.

### III. Services

A. Academica agrees to immediately coordinate and provide the services required to support the School and will keep the School updated as to all important developments with regard to Academica's services. Academica agrees to provide all services outlined in the Agreement, including, but not limited to, the following:

1. Public relations and marketing
2. Educational staff recruitment and human resource coordination
3. Procurement of necessary furniture, equipment, curriculum, and other materials
4. Facility consultation and development
5. Student enrollment, lottery, and registration
6. Board meeting management and legal compliance
7. Bookkeeping, budgeting and financial forecasting
8. Grant solicitation from available government, private, and institutional funding sources

B. Academica and the School acknowledge that the services provided during the incubation period as outlined in section (III)(A) of this Agreement are provided by Academica without a fee as an investment in Academica's future partnership with the School.

C. Academica and the School acknowledge that fees, costs, and/or expenses will arise that are outside of the Agreement, including, but not limited to, legal fees for independent School counsel, advertising/marketing expenses, travel expenses for board members and School staff, etc.

D. Academica will provide for financing for expenses outlined in section (III)(C) of this Agreement during the School's incubation year. All expenses that will be paid through this financing shall be within the School's incubation year budget as submitted in the charter application or as later amended by the School's board.

E. The Financing agreement for funds disbursed pursuant to sections (III)(C), and (D) of this Agreement will incur no interest until the execution of a repayment agreement following the opening of the School, and may be paid in full at any time with no penalty.

F. The School and Academica acknowledge that the necessity may arise for Academica to provide additional services not mentioned in this Agreement for the support and successful opening of the School. All such services will be provided upon the mutual agreement and cooperation between the parties.

#### IV. Liability

A. Academica agrees to defend, hold harmless, and indemnify the School and its directors, officers, employees, and agents against and from any and all loss, liability, damage, claim, cost, charge, demand, or expense (including any direct, indirect, or consequential loss, liability, damage, claim, cost, charge, demand, or expense, including without limitation, attorneys' fees) for any claim caused by the negligent acts or omissions of Academica in the performance of the Agreement. Academica's duty to indemnify the School under this Agreement shall not extend to loss, liability, damage, claim, cost, charge, demand, or expense resulting from the School's willful misconduct.

#### V. Independent Contractor

Academica is, for all purposes, an independent contractor and shall not be deemed an employee of the School.

#### VI. Miscellaneous

##### A. Governing Law/Venue

This Agreement shall be governed by the laws of the State of Nevada. Any action arising out of this Agreement shall be brought before a court of competent jurisdiction in Clark County, Nevada.

##### B. Attorney's Fees

In the event a dispute arises from this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees.

##### C. Waiver

Nothing in this Agreement shall be construed as a waiver of the limitations of damages against a local government contained in NRS 41.035.

##### D. Severability

The partial or complete invalidity of any one or more of the provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

##### E. Amendments

Any amendments to this Agreement must be in writing signed by both Parties.

F. Entire Agreement

This Agreement is intended solely for the benefit of the Parties hereto, represents the entire, integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements written or oral.

THE UNDERSIGNED HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS CONTAINED HEREIN.

Academica Nevada

Alaka'i Heritage Academy

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

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

Title

Title

Address

Address

Date: \_\_\_\_\_

Date: \_\_\_\_\_