

New England Music Camp Association to Snow Pond Arts Academy

Services Agreement

THIS AGREEMENT is made this 1st day of February, 2016 by and between the New England Music Camp Association (NEMC) and Snow Pond Arts Academy (SPAA).

WHEREAS, NEMC is organized and operated for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code ("Code") including but not limited to providing arts education to students of all ages and operating arts-based summer camps.

WHEREAS, SPAA is organized and operated for charitable and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code ("Code") including, but not limited to, operating a public arts charter high school for students who are interested in performance/fine arts education.

WHEREAS, NEMC and SPAA have agreed that it is in their mutual best interests for NEMC to provide certain support services to SPAA;

NOW, THEREFORE, in consideration of these mutual promises and mutual benefits, NEMC agrees to provide a variety of services in accordance with the terms set forth below.

1. **Services to be Provided:** NEMC will provide the following services to SPAA:
 - a. Financial and Administrative Services which will include, but not be limited to, assistance with budgeting, financial management and certain human resource functions;
 - b. Music Director Services which will include oversight of all music programs and global outreach to colleges, symphonies and other cultural organizations to attract the very best artist educators to the area to meet the needs of SPAA;
 - c. Facilities Maintenance Services which will include but not be limited to janitorial services and general upkeep and repair of the property to be leased from NEMC to SPAA, pursuant to the terms of a separate lease agreement to be entered into between NEMC and SPAA;
 - d. Communications/Marketing Services which will include but not be limited to preparation and coordination of promotional materials to be delivered through multimedia platforms such as print, radio, T.V., and direct mail.
 - e. Website/Social Media Services which will include development and maintenance of content strategy and brand awareness to generate a consistent outgoing message while managing inbound traffic and data collection.
 - f. Event Management Services which will include planning and execution of events that involves creative, technical and logistical elements including event design, brand building, marketing and communications, contract negotiations and client services.
 - g. Fundraising and Development Services to attract financial support and services needed to carry out the mission of SPAA.

- h. IT/Technical Support Services which will include but not be limited to problem solving, presenting technical information, handling software/hardware maintenance and network design and implementation including stage lighting and technical assistance.
- i. Food Services, which will include but not be limited to provision of nutritious, healthy meals, snacks and drinks to SPAA students.

SPAA will be engaged and involved in all hiring decisions for all shared service staff, including participation in the recruitment and selection process for shared service staff. NEMC may decline to provide services to SPAA on a case by case basis, and SPAA may hire outside assistance on a case by case basis to replace a shared services position. Any changes on specific positions, by either party that is requesting a change, will require a minimum of a sixty day written notice by the party initiating the change.

2. **Standard of Quality:** All services to be provided by NEMC under the Agreement shall be timely provided, of good quality and in accordance with standards established from time to time by SPAA in consultation with NEMC.
3. **Payment of Direct Costs:** SPAA shall pay NEMC for all expenses incurred by NEMC on SPAA's behalf. Such expenses shall include a proportionate share of salaries and fringe benefits of NEMC personnel who perform services for or otherwise assist SPAA in carrying out its purposes.
4. **Calculation of Payment for Salaries and Fringe Benefits:** SPAA's payment for services of NEMC personnel shall be based on the proportion of the salaries and fringe benefits of NEMC personnel expended on SPAA's functions for all services other than fundraising. The calculation of the cost of fundraising services is based on two components: funds raised for charter school operational expenses will be based on time incurred by NEMC fundraising and development staff, while funds raised for capital projects will be based on allocation of use of the facility, which is consistent with the allocation of facility cost. Time allocations will be reviewed quarterly by both parties. Alterations will be made prospectively.

The following proportions are estimated for the first year of the contract. Future allocations will be adjusted by NEMC and SPAA based on time-sheets or other reasonable documentation prepared by NEMC employees pursuant to instructions of management. SPAA will have the right to verify allocations set by time-sheets or other documentation:

	2016 Communications	2016 Fundraising
Leadership Staff of NEMC	\$16,600 (16%)	\$29,600 x 45%
Finance Staff	\$ 6,600 (10%)	\$ 6,000 x 45%
Director of Development	\$15,120 (28%)	\$17,850 x 45%
Director of Community Relations	\$ 4,680 (12%)	\$ 5,850 x 45%
Graphic Design	\$ 3,600 (20%)	\$ 3,400 x 45%
Website Development	\$11,500 (52%)	\$ 5,200 x 45%
Event Coordinator	\$ 750 (5%)	\$ 750 x 45%
PR/Fundraising	\$ 2,000	\$ 16,250 x 45%
Writers/Grant Writers	\$ 2,400 (15%)	\$ 19,800 x 45%

Printing/Advertising	\$ 9,800	\$ 3,300 x 45%
IT/Technical Support	TBD	TBD
Music Director	TBD	TBD
	<u>\$73,050</u>	<u>\$108,000 x 45%=\$48,600</u>

Payment for services provided by parties not listed will be provided based on timesheet verification.

5. **Time of Payment:** SPAA shall make payment to NEMC of the amounts due under this Agreement monthly on the basis of detailed invoices submitted by NEMC.
6. **Term:** This agreement will be in force through June 30, 2021.
7. **Renewal:** This Agreement may be renewed by SPAA and NEMC with agreements of similar character for subsequent years. Renewals should be mutually agreed to at least 3 months prior to expiration of the Agreement. The parties have an obligation to negotiate in good faith for any subsequent renewal.
8. **Oversight Committee:** In the event of any dispute arising out of or relating to this Agreement, SPAA and NEMC shall first attempt to resolve the dispute through the Oversight Committee which is made up of equal numbers of members from both Boards of Directors.
9. **Governing Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Maine.
10. **Assignment:** This Agreement is not assignable by either party.
11. **Effective Date:** The provisions of this Agreement shall apply to all applicable expenses incurred subsequent to January 1, 2016.
12. **Notices:** All notices to SPAA shall be served at SPAA's premises (8 Goldenrod Lane, Sidney, ME 04330) and all notices to NEMC shall be served at NEMC's premises (8 Goldenrod Lane, Sidney, ME 04330).
13. **Entire agreement:** This Agreement constitutes the entire agreement regarding services between SPAA and NEMC. No oral agreements regarding services have been entered into, and all modifications or notices shall be in writing to be valid.
14. **Receipt of Agreement:** The undersigned have read and understand this Agreement and hereby acknowledge receipt of a copy of this Agreement.

SEEN AND AGREED:

New England Music Camp Association

Snow Pond Arts Academy

By: _____

By: _____

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