



New England Music Camp Association to Snow Pond Arts Academy
Service Agreement

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

WHEREAS, NEMC is organized and operated for fine arts 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 fine arts 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, 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. Administrative Services which may include, but not be limited to, assistance with human resource functions;
 - b. Music Director will oversee all music programs and will look globally to the colleges, symphonies and other cultural organizations to attract the very best artists educators to the area to meet the needs of SPCA;
 - c. Facilities Maintenance Services: Facilities and Maintenance are provided, the costs and specifics can be found in the Facilities Lease;
 - d. Communications/Marketing staff will coordinate promotional materials to be delivered through a multimedia platform such as print, radio, T.V., and direct mail.
 - e. Website/Social Media staff will consistently development content strategy; brand awareness will generate a consistent outgoing message while managing inbound traffic and data collection.
 - f. Event Management staff will plan and execute events which involves creative, technical and logistical elements such as event design, brand building, marketing and communications, contract negotiations and client services.

- g. Joint SPAA & SPCA Fundraising Staff will lead in efforts to attract support and services needed to carry out the mission of SPAA.
- h. IT/Technical Support which may include but not 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 may 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, including the participation and recruitment and selection process on any of the 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, would require a minimum of a sixty-day written notice.

2. **Standard of Quality:** All services to be provided by NEMC under the Agreement shall be timely provided and 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 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 while funds raised for capital projects will be based on allocations of use, which is consistent with the allocation of facility cost. Both parties will review time allocations quarterly. Alterations will be made prospectively.

The proportions are assumed for the first year of the contract (to be reviewed quarterly and approved annually by the SPAA Board at the beginning of each fiscal year), future allocations will be set by SPAA based on with 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: **Schedule A (Attached) provides all assumptions used.**

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

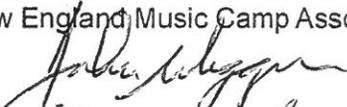
5. **Time of Payment:** SPAA shall make payment to NEMC of the amounts due under this Agreement monthly on the basis of detailed invoices submitted by NEMC.
6. **Term:** This agreement will be in force for sixty (60) months from its effective date unless a deferment is sought and granted by the Charter Commission or SPAA loses its charter.
7. **Renewal:** This Service Agreement may be renewed by SPAA and NEMC with agreements of similar character for subsequent years. Renewals should be mutually agreed at least 3 months prior to expiration of the Service Agreement. Parties have an obligation to negotiate in good faith.
8. **Oversight Committee:** Any dispute arising out of or relating to this contract, shall first attempt to be settled by the Oversight Committee, which is made up of equal numbers of members from both Boards of Directors.
9. **Governing Law:** The 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 1/1/2016
12. **Notices:** All notices to SPAA shall be served at NEMC's premises (8 Goldenrod Lane, Sidney, ME 04330) and all notices to NEMC shall be served on NEMC premises (8 Goldenrod Lane, Sidney, ME 04330).
13. **Entire agreement:** This Agreement constitutes the entire Agreement between Lessor and Lessee. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.
14. **Receipt of Agreement:** The undersigned Lessee have read and understand this Agreement and hereby acknowledge receipt of a copy of this Rental Agreement.

SEEN AND AGREED:

New England Music Camp Association

By:

Its


President

Snow Pond Arts Academy

By:

Its


Co-Chairperson