DocuSign Envelope ID: 095DB924-65C0-48CA-8FA9-F75B5A01D93D

MEMORANDUM OF AGREEMENT

THIS Memorandum of Agreement ("MOA") is entered into as of the 25th day of June, 2021 (the "Effective Date") by and between CLAYTON COUNTY SCHOOL DISTRICT, also known as CLAYTON COUNTY PUBLIC SCHOOLS ("CCPS") and UTOPIAN ACADEMY FOR THE ARTS. ("UAFA").

WHEREAS, CCPS is the county public school system for Clayton County, Georgia; and

WHEREAS, UAFA operates a public charter school in Clayton County, Georgia at 2750 Forest Pkwy, Ellenwood Ga. 30294; and

WHEREAS, in the course of educating its students, UAFA desires student transportation to and from its school location in the morning and afternoon. Additionally, from time to time, CCPS will provide school bus service in order to transport students to and from field trips; and

WHEREAS, CCPS has the capacity to and desires to make buses available to UAFA under certain terms and conditions as set forth in this MOA.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived and the furtherance of the mission of each of the parties, and other good and valuable consideration, the receipt of sufficiency being hereby acknowledged, the parties agree as follows:

1. CCPS agrees to provide (6) school buses and school bus drivers, based upon availability and CCPS operational need, to UAFA for educational purposes, namely for shuttle students to and from school and field trips for learning experiences. The designated shuttle pick location at 6630 Camp Street, Riverdale Ga. and the drop off location will be Utopian Academy at 2750 Forest Pkwy, Ellenwood Ga. 30294.

2. For the use of said buses, UAFA will compensate CCPS in the amount of $116,100.00, which includes the salaries of 6 drivers at $25.00 per hour for 4 hours per day multiplied by 180 days, plus 15 miles per day at .50 per mile multiplied by 180 days.

3. Additionally, UAFA will compensate CCPS for field trip transportation at a rate of $25.00 per hour, plus $1.00 per mile and a fee of $10.00 per trip to cover time use of the bus during which passengers are not on board.

4. CCPS will invoice UAFA at the end of each semester for its shuttle service and within 30 days of receipt for field trips of the use of buses pursuant to this MOA.

5. Field trip and safety procedures put in place by UAFA must be made available to and approved by CCPS.

6. UAFA will utilize buses pursuant to the terms of this MOA between the hours of 8:15 a.m. for picking up/dropping off students and 3:10 p.m. for picking up/dropping off students. During field trips, buses can be utilized from 9:00 a.m. to 1:30 p.m.

7. UAFA will be responsible for management of student behavior when reported by drivers to administrators. Additionally, school administrators will meet and greet buses on arrival

DocuSign Envelope ID: 095DB924-65C0-48CA-8FA9-F75B5A01D93D

and departure from the pickup location and at the school. On field trips, an adult chaperone must be provided and present when UAFA students occupy CCPS bus(es).

8. CCPS will make buses available pursuant to this MOA only during the operation of the school year and secondarily to the needs of CCPS. If during the school year, circumstances are such that CCPS cancels school on any particular date, CCPS will be under no obligation to provide buses pursuant to this MOA on such date.

9. Term: The term of this MOA shall commence at the start of the 2021-2022 school year, and may be renewed annually for successive school years by mutual agreement of the parties. Additionally, this agreement may be terminated by written notice of either party with at least 30-day advance notice.

10. Liabilities: CCPS provides no warranties regarding the conditions of buses used pursuant to this MOA. UAFA agrees to assume all risks and liabilities regarding buses and their drivers while they are used pursuant to this MOA.

11. Indemnification: UAFA agrees to indemnify, defend and hold harmless the Clayton County Public Schools (CCPS), its Board of Education, and CCPS employees, agents or assignees ("CCPS Indemnitees') from any and all claims, actions, liabilities, losses, damages, costs for bodily injury, property or personal damage, and expenses (including reasonable attorneys' fees) associated with any claim or action brought against CCPS Indemnitees for (i) the negligent acts, omissions or intentional misconduct of Utopian, its employees or agents; (ii) the breach of representations and warranties under this MOA by Utopian; or (iii) the breach of the duties, responsibilities, and obligations under this MOA by Utopian, its employees and agents.

12. Entire Understanding: This MOA represents the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior agreements and negotiations are hereby superseded. Further, this MOA may not be modified or amended, except by written agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals to be set, this 16th day of July, 2021.

CLAYTON COUNTY PUBLIC SCHOOLS:

By: _____

Printed Name: Dr. Morcease J. Beasley

Title: Superintendent

UTOPIAN ACADEMY FOR THE ARTS:

By: _____

Printed Name: Dr. Arlene Mills

Title: Executive Director