



Summit Academy  
SCHOOLS

Summit Academy Secondary School – Canton  
2400 Cleveland Ave. N.W., Canton, OH 44709-3613

---

## Governing Authority Resolution May 13, 2024

Be it resolved that the Governing Authority approves attached addendum with a one-year extension to the agreement with Summit Academy Management. The addendum has been reviewed by the Governing Authority's counsel, Amy Goodson, Esq.

Signed:

DocuSigned by:  
A handwritten signature in black ink, appearing to read "John F. ...".

6737194C492646C...

\_\_\_\_\_  
Governing Authority President/Representative

MANAGEMENT AGREEMENT SECOND AMENDMENT

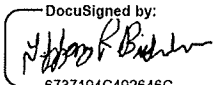
This second amendment is made to the agreement between Summit Academy Secondary School – Canton and Summit Academy Management dated July 1, 2017, attached hereto.

- I. Amendment to Article I - Term. The amended management agreement is set to expire on June 30, 2024. Both parties desire to extend the agreement by one year to expire on June 30, 2025.

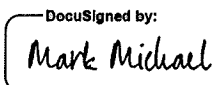
All other terms and conditions of the amended agreement remain unchanged and in effect. This second amendment is hereby incorporated by reference into the amended agreement, as if fully rewritten therein.

Signed:

Summit Academy Secondary School – Canton

By:  \_\_\_\_\_  
Name: Tiffany Biedenbach  
Title: Governing Authority President  
Date: 5/20/2024

Summit Academy Management

By:  \_\_\_\_\_  
Name: Mark Michael  
Title: VP of Operations/General Counsel  
Date: 6/10/2024

MANAGEMENT AGREEMENT SECOND AMENDMENT

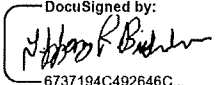
This second amendment is made to the agreement between Summit Academy Secondary School – Canton and Summit Academy Management dated July 1, 2017, attached hereto.

- I. Amendment to Article I - Term. The amended management agreement is set to expire on June 30, 2023. Both parties desire to extend the agreement by one year to expire on June 30, 2024.

All other terms and conditions of the amended agreement remain unchanged and in effect. This second amendment is hereby incorporated by reference into the amended agreement, as if fully rewritten therein.

Signed:

Summit Academy Secondary School – Canton

By:  \_\_\_\_\_  
Name: Tiffany Biedenbach  
Title: Governing Authority President  
Date: 5/11/2023

Summit Academy Management

By:  \_\_\_\_\_  
Name: Mark Michael  
Title: Vice President of Operations  
Date: 5/12/2023

## MANAGEMENT AGREEMENT SECOND AMENDMENT

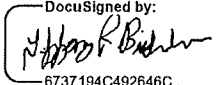
This second amendment is made to the agreement between Summit Academy Secondary School – Canton and Summit Academy Management dated July 1, 2017, attached hereto.

- I. Amendment to Article I - Term. The amended management agreement is set to expire on June 30, 2023. Both parties desire to extend the agreement by one year to expire on June 30, 2024.

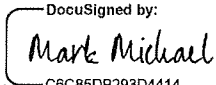
All other terms and conditions of the amended agreement remain unchanged and in effect. This second amendment is hereby incorporated by reference into the amended agreement, as if fully rewritten therein.

Signed:

Summit Academy Secondary School – Canton

By:  \_\_\_\_\_  
Name: Tiffany Biedenbach  
Title: Governing Authority President  
Date: 5/11/2023

Summit Academy Management

By:  \_\_\_\_\_  
Name: Mark Michael  
Title: Vice President of Operations  
Date: 5/12/2023

MANAGEMENT AGREEMENT ADDENDUM

This addendum is made to the agreement between Summit Academy Secondary School – Canton and Summit Academy Management dated July 1, 2017, attached hereto.

- I. Amendment to Article I - Term. The attached management agreement is set to expire on June 30, 2022. Both parties desire to extend the agreement by one year to expire on June 30, 2023.
- II. Amendment to Article VI section B Payment. The section shall be revised to include the addition of the following language:

Should **Summit** by way of FTE review or other audit or review, by the State of Ohio or designee thereof be determined to owe back revenues, **SAM** agrees to contribute the payment for the **SAM** Fee portion thereof.

- III. Amendment to Article VI Section F. The section shall be revised to include the addition of the following:

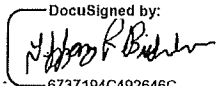
8. Should **SAM** ever advance or loan **Summit** money, **SAM** shall document all expenses and items associated with these advances and loans and shall work with **Summit's** fiscal officer to report such to **Summit's** Board of Directors any interest charged on these advances or other moneys loaned to the school shall bear interest at a fair market rate.

9. Summit Academy Management will comply with all financial reporting to the Ohio Department of Education regarding the requirements as listed in Ohio Revised Code Section 3314.024.

All other terms and conditions remain unchanged and in effect. This addendum is hereby incorporated by reference into the original agreement dated July 1, 2017, as if fully rewritten therein.

Signed:

Summit Academy Secondary School – Canton

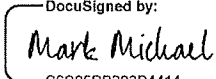
By:  \_\_\_\_\_  
6737194C492646C...

Name: Tiffany Biedenbach

Title: Governing Authority President

Date: June 14, 2022

Summit Academy Management

By:   
C6C85DB293D4414... \_\_\_\_\_

Name: Mark Michael

Title: Vice President of Operations/General Counsel

Date: 6/15/2022

**MANAGEMENT AGREEMENT**

**by and between the**

**Summit Academy Secondary School – CANTON**

**and**

**SUMMIT ACADEMY MANAGEMENT**

**Dated January 9th, 2017**

## Table of Contents

<u>Article</u>		<u>Page</u>
Article I	Term	4
Article II	Contracting Relationship	4
Article III	Functions of SAM	5
Article IV	Personnel and Training	8
Article V	Obligations of Summit	10
Article VI	Financial Arrangements	10
Article VII	Additional Programs	13
Article VIII	Termination of Agreement with Cause	13
Article IX	Proprietary Information	14
Article X	Indemnification	15
Article XI	Warranties and Representations	16
Article XII	Alternative Dispute Resolution Procedure	16
Article XIII	Miscellaneous	17
	Signatories	18



MANAGEMENT AGREEMENT

This Management Agreement (“Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, between Summit Academy Management (“SAM”), an Ohio non-profit corporation, by and through its Board of Directors, located at 2791 Mogadore Rd, Akron, Ohio 44312, and the Summit Academy Secondary School – CANTON (“Summit” or “School”), an Ohio non-profit corporation, by and through its Board of Directors, located at 2400 Cleveland Ave. N.W., Canton, Ohio 44709.

**RECITALS**

**Summit** is organized as an Ohio community school under the Ohio Revised Code (“Code”), Chapters 3314 and 1702. Ultimate authority over **Summit** is vested in its Board of Directors (the “Board”). The School was authorized to operate as an Ohio public community school when it entered into a Community School Contract (“Contract”) with the ESCLEW (“Educational Service Center of Lake Erie West”) (“Sponsor”) to operate an Ohio community school, with the ESCLEW as the sponsoring body.

**SAM** was organized to support educational institutions, with a variety of educational services and products, and human resources administration, including school personnel and business management, curricula, educational programs, contract administration and technology. The products and services of **SAM** are designed to serve the needs of the organizations it serves.

**Summit** and **SAM** desire to enter into this Agreement, whereby **Summit** and **SAM** will work together to bring educational excellence and innovation to the State of Ohio, based on a mutual agreed upon school design, comprehensive educational program, and sound school and business principles and management methodologies.

In order to implement the educational program at the school, the parties desire to establish this arrangement for the management and operation of **Summit’s** activities and functions.

THEREFORE, it is mutually agreed as follows.

## ARTICLE I

### TERM AND RENEWAL

This Agreement shall become effective July 1, 2017, and shall end on June 30, 2022 for so long as **Summit** has renewed its Contract or has entered into or is continuing to operate under any chartering school contract with an authorizing body (as defined under the Code), unless earlier terminated pursuant to Article VIII. This Agreement can be renewed for an additional five (5) year term (the "Renewal Term") only upon the mutual written agreement of **Summit** and **SAM** no later than one hundred and eighty (180) days before the end of the Initial Term. The Initial Term and any Renewal Terms are sometimes herein referred to collectively as the "Term".

## ARTICLE II

### CONTRACTING RELATIONSHIP

- A. Authority. **Summit** represents that it is authorized to contract and the Sponsor has approved **Summit's** contracting with a separate entity to provide educational management services. **Summit** further represents that it has received its charter through the Sponsor to organize and operate a community school throughout the State of Ohio. **Summit** is therefore vested with all powers under the applicable law for providing the educational program contemplated by this Agreement. **SAM** represents that it is authorized by law and by its Board of Directors to enter into this Agreement and provide the services contemplated herein.
- B. Agreement. Acting under and in the exercise of its authority, **Summit** hereby contracts with **SAM**, and **SAM** agrees to provide certain specific functions relating to the management and operation of the school in accordance with the terms of this Agreement and in compliance with **Summit's** Contract. **SAM** and **Summit** acknowledge that each has reviewed this Agreement and all related documents and that they shall comply with the terms and conditions set forth in this Agreement.
- C. Relationship and Status of the Parties. **SAM** is a separate Ohio non-profit corporation, and is not a division or a part of **Summit**. **SAM** has tax-exempt status under Section 501(c)(3)

of the Internal Revenue Code (“IRC”) as a charitable and educational IRC Section 509(a)(3) supporting organization that is organized and operated to support its certain Summit Ohio Community Schools. **Summit** is an Ohio non-profit corporation and an entity authorized by the Code to be an Ohio public school, and is not a division or part of **SAM**. **Summit** has applied or will apply for tax-exempt status under Section 501(c)(3) of the IRC as a charitable and educational organization.

D. Designation of Agents. The Governing Authority of **Summit** designates the Directors of **SAM** as agents of the school having a legitimate educational interest solely for the purpose of entitling such persons access to education records under 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act (“FERPA”).

### ARTICLE III

#### FUNCTIONS OF SAM

A. Responsibility. Except for those obligations and duties that are specifically reserved to **Summit** or its Governing Authority by Code Chapters 3314 and 1702 or the Contract, **SAM**, subject to the supervision of the Summit Board, has responsibility for and is obligated to take the actions and perform the obligations needed to operate Summit as an Ohio Community School.

At least one representative of **SAM** will meet with **Summit** at **Summit**’s regularly scheduled Board meetings to account to **Summit** for the roles and responsibilities of **SAM** to manage the following areas, including but not limited to:

- Personnel and Human Resources Administration
- Program of Instruction
- Purchasing
- Strategic Planning
- Public Relations
- Financial Planning
- Recruiting
- Compliance Issues
- Budgets
- Contracts
- Equipment and Facility

- Such other reasonable responsibilities as **SAM** or Ohio Revised Code may deem necessary to carry out the obligations under the Contract

B. Educational Program. The educational program and the program of instruction shall be implemented by **SAM**. **SAM** shall provide all administrative and educational services of **Summit**. **SAM** shall be responsible for day-to-day supervision of the teaching staff and the day-to-day supervision of, or implementation of, the educational program of instruction. **SAM** shall be responsible for the following areas:

- Recruitment and Hiring of Educational Staff
- Professional Development of Educational Staff
- Management of day-to-day activities of Educational Staff
- Performance and Evaluation of Educational Staff
- Evaluate, recommend and oversee implementation of course and curriculum design
- Develop, maintain and administer all State mandated and other testing
- Parent education as deemed necessary
- Such other reasonable responsibilities as **SAM** may deem necessary to carry out the obligations under the Contract

C. Strategic Planning. **SAM** shall design and present strategic plans for the continuing educational success of **Summit** annually.

D. Public Relations. **SAM** shall design and manage the public relations strategy for the development of beneficial and harmonious relationships with other organizations, the community and the State of Ohio and its agencies and instrumentalities.

E. Grants and Fund Raising. Either **Summit** or **SAM** shall locate grants and potential sources for donations and shall recommend consultants or other entities to help with the same. All grants and private donations shall be applied for by **SAM** in the name of **Summit**, on behalf of **Summit**, or by **Summit** and received for the benefit of **Summit**. Unless otherwise agreed to between the parties and permitted under the terms of the donation or grant, all donations or grants, be they public or private, received for **Summit** shall be exclusively used for **Summit**.

F. Special Functions. The services **SAM** shall manage for **Summit** shall include but are not limited to the following:

Operational Services

1. Financial Management

- Revenue and cash management
- Manage and monitor invoices for the sponsor
- Coordinate monthly budgets and financial reports to the Board of Directors of **SAM** and Governing Authority of **Summit**
- Coordinate yearly audits
- Manage banking relationships
- Select benefit packages for **Summit** staff

2. Compliance Management

- Student enrollment reports
- **SAM** will generate the annual report to the State of Ohio and help manage any and all audits
- Budgets/financial plans
- Reports to the Sponsor (including EMIS)
- Policies for the Governing Authority and for **Summit**
- Such other reasonable responsibilities as **SAM** may deem necessary to carry out the obligations under the Contract

3. Management of Equipment/Furniture/Property

- Select phone system, furniture, office machines, computers and other equipment procurement
- Negotiate and arrange for leases or purchase agreements
- Inventory and manage all equipment and property
- Maintain Building Code compliance
- Such other reasonable responsibilities as **SAM** may deem necessary to carry out the obligations under the Contract

4. Other

- Administrative services management
- Day-to-day management of non-teaching staff
- Professional development not related to teaching
- Management of all contracts and purchased services, including, but not limited to legal and accounting services
- Such other reasonable responsibilities as **SAM** may deem necessary to carry out the obligations under the Contract

G. Subcontracts. To fulfill its obligations under this Agreement, **SAM** may contract with others to provide services or goods for **Summit**, and **SAM** reserves the right to subcontract or to

recommend the subcontract of any and all aspects of all services it agrees to manage for **Summit** including without limitation, payroll, fiscal services and/or any technology related services.

H. Place of Performance. **SAM** shall operate the school at the location approved in the Contract or in such other location as is subsequently approved by the Sponsor. **SAM** may perform its other functions at any location designated by it within the State of Ohio.

I. Student Recruitment. **SAM** shall be responsible for the recruitment of students subject to general recruitment and admission policies. Application by or for students shall be voluntary and shall be in writing. On-line enrollment and signatures may qualify as a valid writing. Students shall be selected in accordance with the procedures set forth in **Summit's** Contract, and in compliance with Ohio Revised Code. **Summit** agrees to cooperate fully with all recruitment efforts.

J. Legal Requirements. **SAM**, in cooperation with **Summit**, shall assist **Summit** in meeting federal, state and local laws and regulations, and the requirements imposed under the Ohio Revised Code and the Contract.

K. Rules and Regulations. **SAM** shall recommend changes in policies, rules, and regulations as directed by the ORC, ODE, and/or sponsor to **Summit** and is authorized and directed to enforce such policies, rules, and regulations adopted by **Summit** or by its Contract.

L. Grades and Student Population. **SAM** shall make the recommendation to **Summit** concerning limiting, increasing or decreasing the number of grades offered and the number of students served per grade or in total. **Summit** and/or **SAM** shall obtain the Sponsor's approval of any such change before it is implemented.

#### ARTICLE IV

##### PERSONNEL AND TRAINING

A. Personnel Responsibility. **SAM** shall select and hire all teaching staff and evaluate, assign, discipline and transfer and terminate the teaching personnel consistent with state and federal law. **SAM** may remove, with reasonable cause, or if a staff member is an at-will

employee of SAM with any or no cause, any staff member, so long as consistent with state and federal law.

B. School Superintendent. SAM shall select the superintendent or educational leaders of Summit and establish employment terms. SAM shall hold such persons accountable for the successful education of the students of Summit.

C. Teachers. Prior to the commencement of and during each school year, SAM shall determine the subjects to be taught in the upcoming school year and shall determine the number of and provide the teachers required for the operation of Summit. SAM will select, hire and hold accountable the teachers of Summit. Teachers may work at Summit on a full- or part-time basis. If assigned to Summit on a part-time basis, such teachers may also work elsewhere as long as such other work is also part-time and does not interfere with their work at Summit, at the sole judgment of SAM. Each teacher assigned to Summit shall hold a valid teaching certificate issued by the State Board of Education of Ohio or meet the Code's, requirements for non-certified teachers.

D. Support Staff. Prior to the commencement of and during any school year, SAM shall determine the number and functions of and provide support staff required for the operation of Summit.

E. Employer of Personnel. The personnel who perform services at Summit shall be employees, subcontractors or service providers of SAM and contingent upon the payment of the Fee pursuant to Article VI, their compensation shall be paid by SAM. For purposes of this Agreement, compensation shall include, to the extent required by law, salary, fringe benefits, and payments into State Retirement Systems or city, state and federal tax withholdings and all other legitimate and reasonable related expenses.

## ARTICLE V

### OBLIGATIONS OF SUMMIT

**Summit** shall exercise good faith and its best efforts in the consideration of the adoption of the recommendations of **SAM** including, but not limited to, recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, fund raising, public relations, and school entrepreneurial affairs. **Summit** shall cooperate with **SAM** in all of **SAM**'s obligations hereunder.

## ARTICLE VI

### FINANCIAL ARRANGEMENTS

- A. The school shall employ or contractually engage a licensed fiscal officer or obtain by resolution a waiver from the sponsor to designate a licensed fiscal officer. The school's Governing Authority and licensed fiscal officer shall incorporate and follow all budgetary and financial statements, reports, and policies of the Governing Authority. The school shall submit to the Governing Authority for review and approval, all employment agreements, contractual engagements and waiver requests to obtain a fiscal officer or attorney, prior to the schools' adoption or approval of any such agreement, contract or waiver.
- B. Payment. **Summit** shall transfer to **SAM** the revenues (the "Fee") consisting of all start-up grants, state and federal per pupil allocations, transportation, technology or other operational funds, including private donations, endowments or grants, whether applied for by **Summit** or **SAM**. Such money shall be used to accomplish **SAM**'s duties hereunder and for reasonable compensation for **SAM** and all employees of **SAM** hired to work for **Summit**. If **Summit** has incurred a debt that **SAM** is obligated to pay, in whole or part, pursuant to this Agreement, **SAM**, in its sole discretion, may allow the payment of such debt to be made directly to the indebted party from **Summit**'s revenues, before the transfer of the revenues to **SAM**.

The parties acknowledge and agree that, as part of the Fee, **SAM** will supply all property necessary to operate **Summit**, including but not limited to facilities, furniture, equipment,



technology, and supplies. All such property purchased by SAM for use in the operation of Summit, that SAM purchases on or after February 1, 2016 using the proceeds of State funds the School paid or pays to SAM for services rendered by SAM, shall be the property of Summit to the extent Summit's ownership of the property is expressly mandated by the Ohio Revised Code. In all other circumstances, all property supplied by SAM to Summit shall be exclusively owned or leased by SAM) unless otherwise agreed upon between the parties in writing. SAM shall also grant to Summit the right to use any and all property owned or leased by SAM, whether real or personal, for no additional consideration. Summit agrees that it will execute any and all documents that SAM may reasonably deem necessary to evidence such grant of the right to use such property, including without limitation a lease for any real property owned or leased by SAM. SAM, in its sole discretion, shall use such property to fulfill its obligations under the Agreement, or, to use the property to support other SAM-managed programming, so long as SAM has met its obligations hereunder to provide facilities and equipment to Summit.

C. Expenses to be Covered by SAM. From the Fee, pursuant to Article VI, part B above, SAM shall be responsible for payment of the following costs and expenses incurred under this Agreement, including without limitation:

1. All wages, compensation and expenses of SAM including but not limited to those for the superintendent, educational leaders, president, treasurer, assistants, administrators, clerical staff, teachers and janitorial services;
2. Workers' compensation or other insurance including, but not limited to, any necessary directors and officers liability insurance or premises liability insurance;
3. All costs to accomplish the obligations of SAM pursuant to Article III above;
4. Attorney, accounting or other professional fees necessitated by or advisable to carry out the obligations of SAM pursuant to Article III above;
5. All other costs allocated to Summit in this Agreement;
6. SAM office expenses and supplies;
7. The cost of all services of the Sponsor, if any.
8. Leases or payments to service debt for equipment and offices or facilities owned or leased by SAM and used by Summit, or the costs and expenses necessary to

otherwise provide **Summit** with the equipment, offices and facilities needed to fulfill its obligations and duties under the Contract; and

9. Travel, lodging and other expenses incurred pursuant to services rendered for **SAM**.

The expenses to be covered by **SAM** are, however, subject to the payment provisions of Article VI, part B above.

D. Expenses to be Covered by Summit. **Summit** shall be responsible for payment of expenses for fund raising and grant writing accomplished by **Summit**, if not approved by **SAM**.

E. Other Schools. **Summit** acknowledges that **SAM** may enter into similar management agreements with other public Ohio community schools or mission related activities. **SAM** shall separately account for all income received and expenses incurred on behalf of **Summit** and any other school or schools. If **SAM** incurs expenses or receives income which it is unable to precisely allocate, then **SAM** shall allocate the same among all community schools it manages on a prorated basis, based on the number of students enrolled or upon such other equitable basis acceptable to the parties and the Auditor of the State of Ohio.

F. Financial Reporting of SAM. **SAM** shall provide **Summit** and its Board with:

1. Each fiscal year, a proposed and projected annual budget will be subject to the approval of the **Summit** Board;
2. Statements of all revenues received with respect to **Summit**, and statements of all direct expenditures for services rendered to or on behalf of **Summit**;
3. Consultation on annual audits in compliance with state law and regulations showing the manner in which funds are spent at **Summit**. The cost of all audits will be paid by **SAM**;
4. Reports on **Summit** operations and finances on a regular basis and other information on a reasonably requested basis to enable the Board to monitor the performance of **Summit** and the efficiency of **SAM**'s management of **Summit**;
5. A reasonable opportunity to inspect, examine, audit and otherwise review the books, records, accounts, ledgers and other financial documents of **SAM** to the extent that they relate to or otherwise pertain to activities of **Summit**.
6. **SAM** shall provide annually to the Governing Authority of **Summit**; a list of updated assets the company has purchased for the school in the current school

year, as well as a list of property and assets owned by Summit and property and assets owned by SAM. SAM will deliver the report in August of each year.

7. At the annual meeting for SAM;  
The designated licensed fiscal officer of SAM will present annual budget recommendations and assumptions.

Financial Reporting of Summit. Summit shall provide SAM with statements of all funds received by Summit from grants applied for by Summit, donations or endowments and statements of all expenditures and investments made with such funds.

## ARTICLE VII

### ADDITIONAL PROGRAMS

The services provided by SAM to Summit under this Agreement consist of all management responsibilities during the school year. With the prior approval of the Summit Board, SAM may establish additional programs including, but not limited to, parent, adult, or community education and pre-kindergarten, on such terms and conditions as SAM determines.

## ARTICLE VIII

### TERMINATION OF AGREEMENT WITH CAUSE

A. Termination by SAM. SAM may terminate this Agreement with cause, prior to the end of the Initial Term, or during any Renewal Term, in the event that Summit fails to remedy a material breach of this Agreement no earlier than ninety (90) days after written notice from SAM, or upon the end of the then current education year, whichever is sooner. A material breach may include, but is not limited to, failure to make payments to SAM as required by this Agreement, failure of the State of Ohio to adequately fund the operations of Summit, or Summit's failure to adhere to the personnel, curriculum, program, or fulfill the required governance mandates or similar recommendations of SAM that materially impact SAM's ability to carry out this Agreement or comply with the Contract.

B. Termination by Summit. Summit may terminate this Agreement no earlier than ninety (90) days with written notice to SAM, or upon the end of the then current education year, whichever is sooner, upon the occurrence of any of the following:

1. If Summit shall cease to be approved by the Sponsor as an Ohio Community School and SAM cannot secure another sponsor; or
2. In the event that SAM shall be guilty of a felony or fraud, gross negligence, or other act of willful or gross misconduct in the rendering of services under this Agreement; or
3. In the event that SAM fails to remedy a material breach of its duties or obligations under this Agreement within one hundred and eighty (180) days after written notice of the breach is provided to SAM by Summit.
4. In the event that SAM fails to remedy, within thirty (30) days written notice by Summit to SAM, a violation of any of its obligations under Ohio Revised Code Section 3314 including but not limited to, and specifically sections 3314.024, 3314.0210 and 3314.032.

C. Change in Law. If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party or carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement and if the parties are unable or unwilling to renegotiate the terms within ninety (90) days after the notice, the party requiring the renegotiation may terminate this Agreement upon thirty (30) days further written notice.

D. Termination or Expiration. Upon expiration or termination of this Agreement, SAM shall have the right to reclaim any usable property or equipment including without limitation, copy machines or computers, that were paid for by SAM if purchased prior to February 1, 2016, whether from the Fee or by separate funds, or to claim the depreciation cost of such equipment. Fixtures to the extent required by any lease with the building owner, and building alterations shall become the property of the building owner, if required pursuant to any lease. Equipment leased by SAM to Summit, if any, must be returned to SAM, at SAM's discretion. Equipment and facilities that Summit, has allowed SAM to use as a part of its Fee, if any, shall be returned to Summit.

## ARTICLE IX

### PROPRIETARY INFORMATION

To the extent that materials, documents or ideas were, or are, owned, designed, developed, formulated, written by or created by **SAM**, **Summit** agrees that **SAM** shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials provided by **SAM**, its employees, members, Board of Directors, officers or subcontractors. **Summit** shall have the right to use such materials during the term of this Agreement. To the extent materials, documents or ideas were formulated by, written by or created by **SAM**, **SAM** shall have the sole and exclusive right to license such materials for use by other schools, districts, public schools, customers or other persons or entities or to modify and/or sell materials. **Summit** shall treat any proprietary information owned, designed, developed, written or created by **SAM** as though it were a trade secret or protected by copyright, and shall use efforts as may be reasonably requested by **SAM** in writing to refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing such proprietary information during the term of this Agreement or at any time after its expiration other than to the extent necessary for implementation of this Agreement. **Summit** shall require that no **Summit** personnel, officer, director, or agent disclose, publish, copy, transmit, modify, alter or utilize the propriety information of **SAM**.

## ARTICLE X

### INDEMNIFICATION

**Summit** covenants and agrees that it will indemnify and hold **SAM**, and all of its officers, Board of Directors, members, agents, subcontractors, and employees harmless for any claims, losses, damages, costs, charges, expenses, liens, settlements of judgments, including interest thereon, whether to any person, including employees and subcontractors of **SAM**, or property of both, by reason of any negligence or omission on the part of **Summit** arising directly

out of or in connection with **Summit's** performance under this Agreement, to which **SAM** or any of its officers, Board of Directors, members, agents, subcontractors, or employees may be subject or put, including but not limited to those related in any way to **Summit's** failure to follow the recommendations of **SAM**. **Summit** shall not be liable to indemnify **SAM** or any of its officers, Board of Directors, members, agents, subcontractors, or employees for damages directly caused by or resulting from the sole negligence of **SAM** or any of its Board of Directors, officers, members, agents, subcontractors, or employees.

**SAM** covenants and agrees that it will indemnify and hold **Summit** and all of its officers, Board of Directors, agents and employees harmless for any claim, loss, damage, cost, charge, expense, lien, settlement or judgment, including interest thereon, whether to any person, including employees of **Summit**, or property or both, by reason of any negligent act or omission on the part of **SAM**, arising directly out of or in connection with **SAM's** performance, under this Agreement, to which **Summit** or any of its officers, Board of Directors, agents or employees may be subject or put. **SAM** shall not be liable to indemnify **Summit** or any of its officers, Board of Directors, agents or employees for damages directly caused by or resulting from the sole negligence of **Summit** or any of its officers, Board of Directors, agents or employees.

## ARTICLE XI

### WARRANTIES AND REPRESENTATIONS

**Summit** and **SAM** each represent to the other that it has the authority under law to execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. **Summit** and **SAM** mutually warrant to the other that, to its knowledge, there are no pending actions, claims, suits or proceedings, threatened or reasonably anticipated against or affecting it, which, if adversely determined, would have a material adverse affect on its ability to perform its obligations under this Agreement.

## ARTICLE XII

### ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Any and all disputes between the parties concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement, shall be submitted to mediation, if approved by each party, or to non-binding arbitration. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons, including one person who is selected or recommended by each of the disputing parties and one person recommended by the Sponsor or a similar neutral body. The arbitration shall be conducted in accordance with the local Bar Association arbitration or mediation rules in Akron, Ohio or Columbus, Ohio with such variations as the parties and arbitrator unanimously accept. All arbitrators' fees shall be split equally between the parties attempting to resolve the dispute.

## ARTICLE XIII

### MISCELLANEOUS

- A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between **Summit** and **SAM**.
- B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, or act of God, sabotage, accident, or any other casualty, or similar cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.
- C. Notices. All notices, demands, requirements and consents under this Agreement shall be in writing, shall be delivered to each party and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the another party:

If to **SAM**:  
Summit Academy Management  
2791 Mogadore Road  
Akron, Ohio 44312  
Attn: Board of Directors

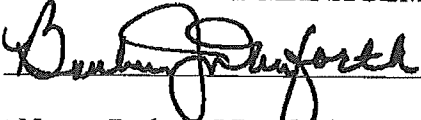
If to **Summit**:  
Summit Academy Secondary School – CANTON  
2400 Cleveland Ave NW  
Canton, Ohio 44709  
Attn: Board of Directors

- D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement. Such invalidated covenant, phrase or clause shall be replaced or the remaining provisions construed so as to represent the parties' original intent as nearly as possible.
- E. Successors and Assign. This Agreement shall be binding upon, and inure to the benefit of the parties and their respective successors and assigns.
- F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided and the compensation for such services.
- G. Non-waiver. No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.
- H. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, provided, SAM may without the consent of the Board delegate the performance for such duties and obligations of SAM specifically set forth herein.
- I. Survival of Termination. All representations, warranties and indemnities made herein shall survive termination of this Agreement.
- J. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Ohio.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the effective date first written above.


**SUMMIT ACADEMY MANAGEMENT**

By: 

Print Name: Barbara J Danforth

Title: CEO


Date: January 13, 2017

By: 

Print Name: Tiffany R Biedenbach

Title: School Board President

Date: 1-9-17

By: 

Print Name: Karen A Combs

Title: Director of Compliance

Date: January 9, 2017