

## **MANAGEMENT AGREEMENT**

This Management Agreement (hereinafter referred to as the “Agreement” or the “Contract”) is made and entered into as of the ~~06/17/2024~~ <sup>06/17/2024</sup> day of June, 2024, by and between GRADUATION ALLIANCE, INC. (“GRADUATION ALLIANCE”), a Delaware corporation, having a principal address of 10 W. Broadway, Suite 700, Salt Lake City, UT, 84101, and the Board of Directors (the “BOARD”) of the AchievePoint Career Academy – Cincinnati (the “Charter School”), an Ohio non-profit corporation located at 5098 Glencrossing Way, Cincinnati, OH 45238

### **RECITALS**

A. WHEREAS, the Board desires to continue to operate a charter school in Cincinnati, Ohio to educate students in grades 9-12;

B. WHEREAS, pursuant to Chapter 3314 of the Ohio Revised Code (the “Code”), the BOARD has been granted a charter (the “Charter”) by the St. Aloysius (the “Authorizer”) to organize and operate a charter school (known as “Community Schools” in Ohio), with Authorizer as the authorizing body;

C. WHEREAS, the Charter and the Code provide a fixed fee per student to educate students;

D. WHEREAS, the Board does not have the financial resources to hire and train personnel, purchase furniture, equipment, software and materials, and perform other actions necessary to properly open, run and maintain a charter school;

E. WHEREAS, GRADUATION ALLIANCE has the experience and financial resources necessary to operate a charter school;

F. WHEREAS, the BOARD and GRADUATION ALLIANCE desire to create an enduring educational alliance, whereby the BOARD and GRADUATION ALLIANCE will work cooperatively to promote educational excellence and innovation, based on GRADUATION ALLIANCE’S school design, comprehensive educational program and management principles; and

G. WHEREAS, in order to facilitate the organization and implementation of an innovative educational program at the Charter School, the parties desire to establish this arrangement for the management and operation of the Charter School.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

**ARTICLE I**  
**CONTRACTING RELATIONSHIP**

A. Authority. The BOARD represents and warrants that it is authorized by law to contract with a private entity and for that entity to provide educational management services. The BOARD further represents and warrants that it has been granted the Charter by Authorizer to organize and operate the Charter School. The BOARD is therefore authorized by the Authorizer to supervise and control the Charter School and is invested with all powers necessary or desirable for carrying out the educational program contemplated by the Charter.

B. Contract. The BOARD hereby contracts with GRADUATION ALLIANCE, to the extent permitted by law, to provide charter school management services on the terms and conditions set forth in this Agreement, including, without limitation, the administration and supervision of the personnel, materials, equipment, and facilities necessary for the provision of educational services to students, and the management, operation and maintenance of the Charter School in accordance with the Charter School mission, educational goals, curriculum, methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the BOARD and included in the Charter between the BOARD and Authorizer (collectively, the "Services").

C. Access to Educational Records. The BOARD states that the employees of GRADUATION ALLIANCE have a legitimate educational interest in the educational records of the Charter School and grants to GRADUATION ALLIANCE's employees' access to educational records under 20 U.S.C. § 1232g, the Family Rights and Privacy Act ("FERPA").

D. Status of the Parties. GRADUATION ALLIANCE is a corporation organized under the laws of the State of Delaware and is not in any way affiliated with the BOARD. The BOARD is a non-profit corporation organized under the laws of the State of Ohio and is not in any way affiliated with GRADUATION ALLIANCE. The parties to this Agreement intend that the relationship between the parties created by this Agreement is that of an independent contractor and a client and not of an employer and an employee. The relationship between GRADUATION ALLIANCE and the BOARD is based solely on the terms of this Agreement, and the terms of any other written agreements that may now or hereafter be executed between GRADUATION ALLIANCE and the BOARD.

**ARTICLE II**  
**TERM**

The initial term of this Agreement shall commence on July 1, 2024, and end on June 30, 2029 (the "Term") or until such earlier termination pursuant to Article VII hereof.

**ARTICLE III**  
**OBLIGATIONS OF GRADUATION ALLIANCE**

A. Responsibility. GRADUATION ALLIANCE shall be responsible and accountable to the BOARD for the administration, operation and performance of the Charter School in accordance with the Charter and this Agreement.

B. Intentionally Omitted.

C. Educational Program. GRADUATION ALLIANCE agrees to implement the educational goals and programs set forth in the Charter (the "Educational Program"). The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement, effectiveness, and efficiency, and that the BOARD and GRADUATION ALLIANCE are interested in results and not in inflexible prescriptions. In the event GRADUATION ALLIANCE determines that it is necessary to modify the Educational Program, GRADUATION ALLIANCE shall inform the BOARD of the proposed changes and obtain BOARD approval, which shall not be unreasonably withheld, and if required under the Charter, approval of the Authorizer. Not less than semi-annually, and otherwise as reasonably requested, GRADUATION ALLIANCE will provide the BOARD with updated reports on progress towards implementing each of the Charter School's educational goals in the Educational Program. Notwithstanding anything to the contrary herein, the BOARD shall have the reasonable right with a majority vote of said BOARD to require GRADUATION ALLIANCE to discontinue elements of the Educational Program being used by GRADUATION ALLIANCE at the Charter School.

D. Charter School Facility. GRADUATION ALLIANCE will provide one or more facilities for the Charter School and for the benefit of the School's operations. The School will be located at a site to be mutually agreed upon and identified in Exhibit A attached hereto (the "Charter School Facility") and, during the term of this Agreement, such location shall be used only to carry out the terms and conditions under the Charter, and to carry out educational purposes not inconsistent with the Charter and other uses which do not violate the Charter, do not conflict with applicable laws, and do not conflict or interfere with the operation of the School or the safety and security of the School and its students.

1. GRADUATION ALLIANCE shall be responsible for maintenance and custodial services and ensure that the Charter School Facility meets all school health and safety requirements in accordance with applicable laws.

2. GRADUATION ALLIANCE shall be responsible for making reasonable improvements to the Charter School Facility as needed for the School's operation, safety, health and welfare of the School's students. All upkeep and improvements shall be made in accordance with applicable law. Said improvements shall be made in a timely and reasonable manner under the circumstances.

3. Upon the recommendation of GRADUATION ALLIANCE and subject to approval by the BOARD, which approval shall not be unreasonably withheld, and any approval required by the Authorizer, GRADUATION ALLIANCE may modify, increase or decrease the size of the Charter School Facility or move the School Facility to another location by leasing or purchasing a suitable facility for the School's operations as defined by state and federal law. Upon the recommendation of GRADUATION ALLIANCE and subject to approval by the BOARD, which approval shall not be unreasonably withheld, and any approval required by the Authorizer, GRADUATION ALLIANCE may add one or more Charter School Facilities to the Charter School by leasing or purchasing a suitable facility for the Charter School's operations as defined by state and federal law.

4. GRADUATION ALLIANCE shall maintain proper accounting and bookkeeping systems regarding the School's operational cost and prepare for annual audits as required by the State or any other governmental entity having jurisdiction over the Charter School.

E. Purchases. GRADUATION ALLIANCE shall assist the BOARD in identifying and procuring such suitable materials, furniture, fixtures, equipment and supplies as may be necessary to the operation of the Charter School. Purchases from third parties made by GRADUATION ALLIANCE in accordance with this section and which are made with Charter School funds (or reimbursed from such funds), such as non-proprietary instructional and/or curriculum materials, books and supplies, and equipment will be the property of the BOARD. GRADUATION ALLIANCE agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by GRADUATION ALLIANCE on behalf of the BOARD, except interest charges if the purchases are financed pursuant to an equipment lease or equipment use agreement. In the event that GRADUATION ALLIANCE makes purchases on behalf of the BOARD with Charter School funds, GRADUATION ALLIANCE shall comply with all applicable laws and conduct the purchase as if the BOARD were making such purchases directly from a third party. GRADUATION ALLIANCE agrees to tag as Board owned all property purchased with Revenues as defined herein and in accordance with BOARD policy.

F. Proprietary Rights/Confidentiality. The BOARD shall own all proprietary rights to curriculum or educational materials that are (i) directly developed and directly paid for by the BOARD, or (ii) developed by GRADUATION ALLIANCE or its employees at the Charter School at the direction of the BOARD with funds specifically dedicated by the BOARD for the development of such curriculum or materials and which are

expressly designated as such by the BOARD prior to their development by GRADUATION ALLIANCE. Except as otherwise provided herein or otherwise agreed in writing by GRADUATION ALLIANCE, GRADUATION ALLIANCE shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed in whole or in part by GRADUATION ALLIANCE, its employees, agents or subcontractors, or by any individual working for or supervised by GRADUATION ALLIANCE developed during the routine performance of said individual's duties. GRADUATION ALLIANCE shall have the sole and exclusive right to license such materials for use by other schools or customers. Nothing in this Section shall be construed to grant the BOARD proprietary rights over curriculum or educational materials that are part of the general curriculum development of GRADUATION ALLIANCE not directly paid for by the BOARD.

During the term of this Agreement, GRADUATION ALLIANCE and the BOARD may each disclose proprietary information to the other, including currently existing proprietary information and proprietary information created in the future. The receiving party shall use all such efforts as may be reasonably requested by the owner of such proprietary information so as not to disclose, publish, copy, transmit, modify, alter or utilize such proprietary information during the term of this Agreement or at any time after its termination or expiration other than to the extent reasonably necessary for implementation of this Agreement. Notwithstanding anything to the contrary herein, educational materials and teaching techniques used by or at the Charter School shall be subject to disclosure to the extent required by applicable state or federal law.

G. Subcontracts. GRADUATION ALLIANCE reserves the right to subcontract any and all aspects of the Services, including, but not limited to, building cleaning, security, and/or food service. However, GRADUATION ALLIANCE shall not subcontract the management, oversight or operation of the teaching and instructional program except as specifically permitted in this Agreement or with prior written approval of the BOARD.

H. Place of Performance. GRADUATION ALLIANCE reserves the right to perform functions other than instruction, such as purchasing, professional development and administrative functions, off-site, unless prohibited by state or local law.

I. Student Recruitment. GRADUATION ALLIANCE shall be responsible for the recruitment and enrollment of students subject to general recruitment and admission policies. Students shall be selected in compliance with the procedures set forth in the Charter and state and federal law.

J. Grants. GRADUATION ALLIANCE, with the prior approval of the BOARD, may apply for available grants in the name of the Charter School which will: (A) provide additional funding to the Charter School, (B) aid the Charter School in fulfilling the terms of the Contract or (C) provide additional services and programs to the students. Prior to the application for any grant funds, the BOARD shall review and approve any grant application including any fees to be paid to GRADUATION

ALLIANCE. Following the expenditure of said grant funds GRADUATION ALLIANCE shall provide any information requested which bears upon an audit.

K. Rules and Procedures. GRADUATION ALLIANCE shall recommend reasonable rules, regulations and procedures applicable to the Charter School and is authorized and directed to enforce such rules, regulations and procedures as may be adopted by the BOARD.

L. School Year and School Day. The school year and the school day shall be as provided in the Charter submitted to and approved by Authorizer.

M. Pupil Performance Standards and Evaluation. GRADUATION ALLIANCE shall implement pupil performance evaluations that permit evaluation of the educational progress of each Charter School student. GRADUATION ALLIANCE shall be responsible and accountable to the BOARD for evaluating the performance of students who attend the Charter School. At a minimum, GRADUATION ALLIANCE will utilize assessment strategies required by the Charter. The BOARD and GRADUATION ALLIANCE will cooperate in good faith to identify other measures of and goals for the Charter School students and Charter School performance, including but not limited to parent satisfaction.

N. Services to Disabled Students and Special Education. GRADUATION ALLIANCE shall provide special education services to students who attend the Charter School in conformity with the requirements of state and federal law and the Charter. GRADUATION ALLIANCE may subcontract as necessary and appropriate for the provision of special education services, subject to approval by the BOARD, which approval shall not be unreasonably withheld. Such services shall be provided in a manner that complies with local, state and federal laws and applicable regulations and policies.

O. Compliance with Charter and Applicable Laws. GRADUATION ALLIANCE shall take all steps reasonably necessary to ensure that it complies with the Charter, and any laws, ordinances, rules and regulations applicable to GRADUATION ALLIANCE or its responsibilities with regard to the Charter School as set forth in this Agreement, unless such requirements are or have been waived. If GRADUATION ALLIANCE is notified by the state, by the Authorizer, or by any other governmental authority or by any other person or entity that GRADUATION ALLIANCE or the BOARD may be in violation of the Charter or any applicable laws, ordinances, rules and regulations, GRADUATION ALLIANCE shall timely notify the BOARD of the claimed violation and shall take steps to cure in a timely fashion any and all such violations which relate to responsibilities of GRADUATION ALLIANCE hereunder.

P. Unusual Events. GRADUATION ALLIANCE agrees to timely notify the BOARD of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the BOARD in complying with its responsibilities hereunder. GRADUATION

ALLIANCE acknowledges that the Charter School is required by its Charter to apply for, attain and maintain tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986. If necessary to attain 501(c)(3) tax exempt status, GRADUATION ALLIANCE agrees to negotiate with the BOARD in good faith to modify this Agreement as may be reasonably required for that purpose.

Q. Charter School Records/Proprietary. The financial, educational and student records pertaining to the Charter School are the property of the BOARD, and such records are subject to the applicable provisions of state law. All Charter School records shall be physically or electronically available, upon request, at the Charter School. Except as prohibited under the Charter and applicable law, the Authorizer and the public shall, upon reasonable request, have access to the records of the Charter School.

#### **ARTICLE IV OBLIGATIONS OF THE BOARD**

A. Good Faith Obligation. The BOARD shall establish reasonable fiscal and academic policies governing the operation of the Charter School. The BOARD shall exercise good faith in acting upon the recommendations of GRADUATION ALLIANCE in all matters covered by this Agreement, including but not limited to, GRADUATION ALLIANCE'S recommendations concerning additions and changes to policies, rules, regulations and budgets.

B. Assistance to GRADUATION ALLIANCE. The BOARD shall cooperate with GRADUATION ALLIANCE in furnishing all information and submitting all forms and reports required in connection with the Charter or this Agreement, including providing timely notice of all BOARD meetings. The BOARD shall timely furnish GRADUATION ALLIANCE all information, documents and records necessary for GRADUATION ALLIANCE to properly perform its responsibilities under this Agreement.

C. Compliance with Charter and Applicable Laws. The BOARD shall take all steps reasonably necessary to ensure that it complies with the Charter, and any laws, ordinances, rules and regulations applicable to the BOARD or its responsibilities with regard to the Charter School as set forth in this Agreement, unless such requirements are or have been waived. If the BOARD is notified by the state, by the Authorizer, or by any other governmental authority or by any other person or entity that the BOARD or GRADUATION ALLIANCE may be in violation of the Charter or any applicable laws, ordinances, rules and regulations, the BOARD shall timely notify GRADUATION ALLIANCE of the claimed violation and shall take steps to cure in a timely fashion any and all such violations which relate to responsibilities of the BOARD hereunder.

D. Treasurer. As required by Ohio law, the BOARD shall engage a designated fiscal officer or Treasurer ("Treasurer") to oversee the Charter School Depository Account as hereafter defined.

E. Unusual Events. The BOARD agrees to timely notify GRADUATION ALLIANCE of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect GRADUATION ALLIANCE in complying with its responsibilities hereunder.

F. Retained Authority. The BOARD shall retain the authority to, after prior good faith consultation with GRADUATION ALLIANCE, make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management and administration of the Charter School as required by state law.

## **ARTICLE V** **FINANCIAL ARRANGEMENTS**

A. Charter School Revenues. Except as specifically excluded by the terms of this Agreement, the term “Revenues” shall include all funds received by or on behalf of the Charter School, including but not limited to:

1. Qualified Revenue. “Qualified Revenue” shall mean all revenue received by the Charter School pursuant to Title 33 of the Ohio Revised Code and any other statute applicable to Community Schools as defined in the Code, including but not limited to, funding for regular public school students, special education funding, career tech funding, gifted and talented funding, funding for at risk students, and funding for students with limited English proficiency.

2. Grant Revenue. “Grant Revenue” shall mean all revenue received as a result of any application submitted by or on behalf of the Charter School or any funding agreement reached by or on behalf of the Charter School including but not limited to Title I and other Title Funds, National School Lunch Program, Medicaid, Start- Up Grant, and other grants for facilities, professional development, transportation, or other needs of the Charter School.

3. Non-Qualified Revenue. “Non-Qualified Revenue” shall mean charitable contributions, fees charged to students, as and to the extent permitted by law, proceeds from fundraisers, lunch revenue received from students who are not eligible for a free lunch, and any miscellaneous revenue received that is not Qualified Revenue or Grant Revenue.

4. Revenues. Qualified Revenue, Grant Revenue and Non-Qualified Revenue, may collectively be referred to throughout this Agreement as Revenues. GRADUATION ALLIANCE Advances as hereafter defined are not Revenues.

B. Budget

1. Projected Budget. GRADUATION ALLIANCE shall work with the Charter School’s designated fiscal officer to provide the BOARD with an annual projected Budget (the “Budget”). For the Charter School’s first Fiscal Year, the Budget shall be submitted prior to the opening of the Charter School. The Budget for each



subsequent Fiscal Year shall be submitted to the BOARD prior to May 1st of the immediately preceding Fiscal Year. The Budget shall be consistent with the Charter, including without limitation the Charter School mission as set forth therein, and this Agreement.

2. Budget Detail. The Budget shall contain at a minimum the same revenue and expense line items required of GRADUATION ALLIANCE to comply with the Auditor of State Bulletin 2004-009 and Ohio Revised Code Sections 3314.024 and 3314.032 at the end of each Fiscal Year, and other reasonable detail as determined by GRADUATION ALLIANCE with input from the BOARD. The Budget shall typically include projected expenses and costs reasonably associated with operating the Charter School and the GRADUATION ALLIANCE school design including, but not limited to: BOARD Expenses; the projected cost of services and education programs provided to the Charter School; leasehold and other lease or purchase costs incurred for the Charter School Facility; maintenance and repairs to the Charter School Facility and capital improvements, except as otherwise agreed upon; personnel salaries and benefits expenses; payroll processing expenses; supplies and furnishings necessary to operate the Charter School; all taxes of any kind that are assessed or imposed; insurance premiums and deductible payments; utilities; transportation expenses; food service expenses; professional fees; general and administrative expenses including costs of audits in connection with this Agreement; financial service supervision; promissory note payments, if any; and other costs and expenses connected to operating the Charter School.

3. Approval. The Budget shall be prepared by the designated fiscal officer and GRADUATION ALLIANCE and submitted to the BOARD for approval, which approval shall not be unreasonably withheld or delayed. The BOARD shall notify GRADUATION ALLIANCE in writing that it approves or disapproves the annual Budget within thirty (30) days of submission by GRADUATION ALLIANCE. If the BOARD provides written notification to GRADUATION ALLIANCE within thirty (30) days that it does not approve the annual Budget as submitted, the BOARD shall identify specific reasons therefore and continue to deposit the Revenues into the Charter School Operating Account pursuant to its obligations under Article V, Section G of this Agreement. In such event, GRADUATION ALLIANCE shall work with the BOARD to make revisions to the annual Budget, which revisions shall be subject to BOARD approval pursuant to the procedure set forth in this paragraph. GRADUATION ALLIANCE shall continue to operate the Charter School from the Revenues available without an annual Budget and continue to fulfill its obligations under this Agreement, the Charter and applicable law. The annual Budget may be amended from time to time as deemed necessary by GRADUATION ALLIANCE and the BOARD, including without limitation in the event actual enrollment materially varies from projected enrollment for the fiscal year. Each such amendment shall be submitted by GRADUATION ALLIANCE and approved by the BOARD pursuant to the procedure set forth in this paragraph.

C. Financial Reporting. GRADUATION ALLIANCE shall provide the BOARD with:

1. The projected annual Budget as required by the terms of this Agreement.

2. Monthly financial statements of all Revenues and Other Funds received, and of all expenditures for services and or expenses rendered to or incurred on behalf of the Charter School prepared by GRADUATION ALLIANCE in conformity with the Charter, Ohio law and any rules and regulations for the Auditor of State's office, whether incurred on-site or off-site. The Board agrees that its Treasurer may assist in the preparation of the Report.

3. Such other information as may be reasonably requested by the BOARD to enable its (i) monitoring of GRADUATION ALLIANCE'S performance and the efficiency of GRADUATION ALLIANCE'S operation of the Charter School, or (ii) furnishing of reports and information which the BOARD is required to provide pursuant to its Charter or applicable law.

D. Access to Records. GRADUATION ALLIANCE shall create and keep accurate financial records pertaining to its operation of the Charter School in accordance with the Charter and state and federal law, including Auditor of State Bulletin 2004-009 together with all Charter School financial records prepared by or in possession of GRADUATION ALLIANCE, and shall retain all of the said records for a period of five (5) years from the close of the Fiscal Year to which such books, accounts, and records relate, or such longer period as may be required by law. GRADUATION ALLIANCE and the BOARD shall maintain the proper confidentiality of personnel, students, and other records as required by law.

E. Annual Audit. The Auditor of State's Office or its designee shall conduct an annual audit of the Charter School in accordance with the Charter. Subject to applicable law, all finance and other records of GRADUATION ALLIANCE related to the Charter School will be made available to the Auditor of State and the Charter School's Treasurer. GRADUATION ALLIANCE will cooperate in the annual audit of the Charter School Operating Account as required by Auditor of State Bulletin 2004-009.

F. Charter School Depository Account. Except as hereinafter provided, all Revenues received shall be immediately deposited in the depository account established by the BOARD for the benefit of the Charter School (the "Charter School Depository Account") in a financial institution mutually acceptable to the BOARD and GRADUATION ALLIANCE. Interest income earned on the Charter School Depository Account shall accrue to the BOARD. Revenues on deposit in the Charter School Depository Account shall be applied and allocated within seven (7) business days of receipt thereof in the following manner and order of priority:

1. The BOARD shall pay for such expenses as it may incur from time to time as a result of entering into the Charter and this Agreement ("BOARD Expenses"). BOARD Expenses shall be provided for in the Charter School's annual

Budget. The Board shall be responsible for paying fees to its Authorizer pursuant to the Charter plus its own directors' and officers' insurance, stipends, and its own legal, accounting, auditing and professional fees. GRADUATION ALLIANCE acknowledges that pursuant to Ohio law, GRADUATION ALLIANCE'S State Teachers Retirement System ("STRS") and State Employees Retirement System ("SERS") contributions on behalf of the GRADUATION ALLIANCE employees employed at the Charter School will be withheld from Qualified Revenues by the State of Ohio before Qualified Revenues are deposited into the Charter School Depository Account. As used in this Agreement, the term "Fiscal Year" shall mean the annual period beginning on July 1 and ending on the next succeeding June 30.

2. The BOARD shall be entitled to maintain in the Charter School Depository Account funds equal to three (3) months of designated fiscal officer fees or such other amounts required by the Authorizer. In addition, beginning in the second year of the Term, the BOARD shall be entitled to withhold from funds transferred to the Charter School Operating Account:

- (a) one percent (1%) of monthly Total State Support payments until such time as the post-transfer balance of the Charter School Depository Account reaches a maximum of Fifty Thousand Dollars (\$50,000.00) and
- (b) thereafter, only such a portion of monthly Total State Support payments – which portion shall not exceed one percent (1%) – as is necessary to maintain a post-transfer balance in the Charter School Depository Account not exceeding Fifty Thousand Dollars (\$50,000.00).

Funds in the Charter School Depository Account in excess of those necessary to pay BOARD Expenses, up to a maximum account balance of Fifty Thousand Dollars (\$50,000.00), shall be a Board Reserve to be used for purposes benefitting the Charter School as determined by the Board.

3. Grant Revenue shall be transferred to the Charter School Operating Account upon a reimbursement basis and, unless otherwise authorized by the BOARD, payment to GRADUATION ALLIANCE shall occur within seven (7) days following approval of invoices submitted by GRADUATION ALLIANCE to the BOARD or its Treasurer certifying that the services provided or items purchased for which reimbursement is sought were done in accordance with the terms and conditions of the grant or any related State or Federal laws or regulations.

4. Non-Qualified Revenue shall be transferred to the Charter School Operating Account within seven (7) days of receipt unless restrictions imposed by the donor require otherwise.

G. Operating Allocation and Expenses. Except as otherwise provided herein, the BOARD shall cause the Revenues to be deposited within seven (7) business days of receipt thereof into a Charter School Operating Account established and owned by GRADUATION ALLIANCE for the purpose of paying the Operating Expenses of the

Charter School (the "Charter School Operating Account") consistent with the annual Budget and this Agreement. As used in this Agreement, the term "Operating Expenses" shall mean the current expenses of operating the Charter School, including, without limiting the generality of the foregoing: payroll processing expenses; personnel salaries and benefits expenses; cost of assessment materials; cost of furniture, fixtures, equipment, technology, textbooks and other materials and supplies, including equipment lease expenses incurred by GRADUATION ALLIANCE in connection with the Charter School; insurance premiums and deductible payments other than for insurance maintained by the Board pursuant to the Charter; costs for public utility services; transportation expenses; food service expenses; custodial expenses; expenses for maintenance and repair of grounds and buildings; payments for a lease of the Charter School Facility, marketing expenses; legal fees; and other items reflected in the annual Budget including but not limited to the expenses incurred by GRADUATION ALLIANCE from time to time hereafter in connection with moving the Charter School to a new school facility. "Operating Expenses" shall not include BOARD Expenses. GRADUATION ALLIANCE shall be entitled to retain as compensation for services rendered pursuant to this Agreement the difference, if any, between the amount of the Charter School's Revenues for each Fiscal Year less any Non-Qualified Revenue and restricted Grant Revenue, the source of which prohibits the use of said Non-Qualified Revenue and/or Grant Revenue to fund a GRADUATION ALLIANCE Surplus as hereafter defined whether directly or indirectly, and the Operating Expenses of the Charter School for said Fiscal Year (the "GRADUATION ALLIANCE Surplus"). In the event that during any Fiscal Year Revenues are insufficient to pay all budgeted Operating Expenses of the Charter School, GRADUATION ALLIANCE shall provide such funds as may be necessary to pay such Operating Expenses as may remain due and owing (the "GRADUATION ALLIANCE Advances"). GRADUATION ALLIANCE Advances shall be deposited in the Charter School Operating Account and such Advances represent an intra-company loan at GRADUATION ALLIANCE and not a debt of the BOARD, except as otherwise provided herein. GRADUATION ALLIANCE agrees not to charge any interest on GRADUATION ALLIANCE Advances repaid in the same fiscal year. Simple interest at the rate of Five Percent (5%), or such lower rate that GRADUATION ALLIANCE may determine, shall be calculated and added to GRADUATION ALLIANCE Advances outstanding at the end of any Fiscal Year. GRADUATION ALLIANCE Advances shall be included in the financial statements and the Budget prepared for the BOARD.

H. Availability of Funds. GRADUATION ALLIANCE shall only be required to perform its responsibilities and provide the Services under this Agreement to the extent that there are sufficient anticipated Revenues to fund the provision of such Services in the Charter School's annual Budget. In the event anticipated Revenues are not sufficient to fund GRADUATION ALLIANCE's provision of the Services, and subject to the termination rights provided in Article VII of this Agreement, GRADUATION ALLIANCE shall propose an amended annual Budget pursuant to the procedures set forth in Article V, Section C. Nothing in this Section shall be construed to absolve GRADUATION ALLIANCE of its responsibility to fund budgeted GRADUATION ALLIANCE Advances covered by Article V, Section G of this Agreement.

I. Other Public Schools. The BOARD acknowledges that GRADUATION ALLIANCE may enter into similar operating agreements with other public charter entities. GRADUATION ALLIANCE shall maintain separate accounts for expenses incurred by and on behalf of the Charter School and other schools operated by GRADUATION ALLIANCE and shall only charge the Charter School for expenses incurred by or on

behalf of the Charter School.

## **ARTICLE VI** **PERSONNEL & TRAINING**

A. Personnel Responsibility. GRADUATION ALLIANCE shall select and hire a qualified principal and other personnel to perform services at the Charter School. Personnel shall be employees of GRADUATION ALLIANCE, unless otherwise agreed upon by the BOARD and GRADUATION ALLIANCE. Notwithstanding anything to the contrary herein, the BOARD shall have the right to approve each principal hired by GRADUATION ALLIANCE, which approval shall not be unreasonably withheld or delayed. Any rejection of any principal must be for good cause, must be in writing, and shall enumerate specific reasons for the rejection. Failure of the BOARD to approve or reject the designee within ten (10) days of notice shall be deemed an acceptance of the designee by the BOARD. The BOARD and GRADUATION ALLIANCE shall be responsible for all compensation for their respective employees. The BOARD shall have the right, exercisable on a reasonable basis, in accordance with all applicable laws, and only upon a majority vote of said BOARD, to require that GRADUATION ALLIANCE remove or, at GRADUATION ALLIANCE'S option, transfer any employee working at the Charter School, which removal or transfer shall be effective at the end of ten (10) business days, unless otherwise agreed to by GRADUATION ALLIANCE and the BOARD. GRADUATION ALLIANCE shall have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel consistent with applicable state and federal law, the Charter and this Agreement.

B. Principals and Teachers. GRADUATION ALLIANCE shall provide a principal for the Charter School, subject to the review and approval of the BOARD as set forth in Article VI, Section A, above. GRADUATION ALLIANCE shall determine the number of teachers and the applicable grade levels and subjects required for the operation of the Charter School as set forth in this Agreement. GRADUATION ALLIANCE shall provide the Charter School with such teachers, qualified in the appropriate grade levels and subject areas, as are required to operate the Charter School. The curriculum taught by such teachers shall be consistent with the Educational Program approved by the BOARD. Such teachers may, at the discretion of GRADUATION ALLIANCE, work at the Charter School on a full or part time basis. If assigned to the Charter School on a part time basis, such teachers may also work at other schools managed or operated by GRADUATION ALLIANCE. Each teacher assigned to the Charter School shall hold a valid teaching certificate issued by the state board of education or be working toward such certification, as permitted by state law.

C. Other Staff. GRADUATION ALLIANCE shall determine the number and the functions of other non-instructional staff required for the operation of the Charter School as set forth in this Agreement. GRADUATION ALLIANCE shall provide the Charter School with qualified staff to effectively operate the Charter School in accordance with this Agreement. Non-instructional staff may, at the discretion of GRADUATION ALLIANCE, work at the Charter School on a full or part time basis. If assigned to the Charter School on a part time basis, teachers and other staff members

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may also work at other schools managed or operated by GRADUATION ALLIANCE.

D. Professional Development. GRADUATION ALLIANCE shall provide education in its methods, curriculum, program, and technology to all teaching personnel. Non-instructional personnel shall receive such professional development as GRADUATION ALLIANCE determines reasonable and necessary under the circumstances.

E. Limitations on Discretion. All decisions made by GRADUATION ALLIANCE, and any discretion exercised by GRADUATION ALLIANCE, in its decisions regarding staffing levels and its selection, evaluation, assignment, discipline, and transfer of personnel, shall be consistent with state and federal law, and consistent with the parameters adopted and included within the Charter and this Agreement.

## **ARTICLE VII** **TERMINATION OF AGREEMENT**

### A. Termination.

1. Early Termination by GRADUATION ALLIANCE. GRADUATION ALLIANCE may, at its option, terminate this Agreement prior to the end of the Term (as the same is defined in Article II hereof) in the event the BOARD fails to take reasonable steps to remedy a Material Event of Default within the shorter of: (i) forty-five (45) days after written notice from GRADUATION ALLIANCE; or (ii) the cure period applicable to such Material Event of Default dictated by the Authorizer or set forth in the Charter. As used in this Section, a "Material Event of Default" includes, but is not necessarily limited to: (i) GRADUATION ALLIANCE'S failure to receive for any reason, the contracted-for revenues, compensation, or reimbursement as required by this Agreement; (ii) the BOARD'S failure to adopt GRADUATION ALLIANCE'S reasonable recommendations with respect to Charter School policies, rules and regulations, which failure has a material adverse effect on GRADUATION ALLIANCE'S ability to establish or administer the Charter School as set forth in the Charter or this Agreement; (iii) any BOARD action or decision concerning the personnel, Educational Program or Charter School Facility which is not consistent with the reasonable recommendations of GRADUATION ALLIANCE; (iv) fraudulent misrepresentation or other willful misconduct by the BOARD which has a material adverse effect on the Charter School; (v) the insolvency or bankruptcy of the Charter School; (vi) the loss or suspension of the Charter; (vii) the enactment, repeal, promulgation or withdrawal of the state charter law such that this Agreement or the operation of the Charter School in conformity with this Agreement or the Charter violates the law; (viii) the parties are unable to locate a suitable Charter School Facility adequate for the Educational Program and in full compliance with all applicable building and safety codes; or (ix) use of the Charter School Facility becomes impractical by reason of fire, flood or other act of God and, in the reasonable discretion of GRADUATION ALLIANCE, a suitable and economically viable alternate facility cannot be located within a reasonable amount of time.

2. Termination by the BOARD. The BOARD may terminate this Agreement prior to the end of the Term (as the same is defined in Article II hereof) in the

event GRADUATION ALLIANCE fails to take reasonable steps to remedy a Material Event of Default within the shorter of: (i) forty-five (45) days after written notice from BOARD; or (ii) the cure period applicable to such Material Event of Default dictated by the Authorizer or set forth in the Charter. As used in this Section, a “Material Event of Default” means: (i) failure of GRADUATION ALLIANCE to provide the Services in substantial accordance with the terms of the Charter and this Agreement; (ii) failure of GRADUATION ALLIANCE to follow policies, procedures, rules, regulations or curriculum duly adopted by the BOARD that are not in violation of federal or state laws, the Charter, or this Agreement; (iii) fraudulent misrepresentation or other willful misconduct by GRADUATION ALLIANCE that has a material adverse effect on the Charter School; (iv) the insolvency or bankruptcy of GRADUATION ALLIANCE; (v) the loss or suspension of the Charter; (vi) the enactment, repeal, promulgation or withdrawal of the state charter law such that this Agreement or the operation of the Charter School in conformity with this Agreement or the BOARD’S Charter violates the law; (vii) the parties are unable to locate a suitable Charter School Facility adequate for the Educational Program and in full compliance with all applicable building and safety codes; or (viii) use of the Charter School Facility becomes impractical by reason of fire, flood or other act of God.

B. Effect of Termination/Expiration.

1. Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the Term, absent extraordinary circumstances, (defined to include, without limitation, the fraudulent misrepresentation or willful misconduct of either party and GRADUATION ALLIANCE’S failure to receive the contracted-for revenues, compensation or reimbursement as required by the terms of this Agreement), the termination will not become effective until the end of the academic year during which the notice of termination is delivered.

2. Personal Property. Upon expiration or other termination of this Agreement, GRADUATION ALLIANCE shall have the right to: (i) remove equipment and other assets owned or leased by GRADUATION ALLIANCE; or (ii) request that the BOARD reimburse GRADUATION ALLIANCE for any equipment purchased by GRADUATION ALLIANCE with unreimbursed GRADUATION ALLIANCE Advances and used for purposes of the Charter School pursuant to Article III Section E. Equipment and other assets owned by the Charter School purchased with Revenues shall remain the property of the Board.

3. Intellectual Property; Protected Materials. Except as otherwise prohibited by law, upon termination or expiration of this Agreement for any reason, each party shall, within fifteen (15) days of the effective date of such termination, return, or, at the request of the other party, destroy, all curricula, educational materials, and other materials derived in whole or in part from intellectual property belonging to such other party (“Protected Materials”). Notwithstanding the foregoing, unless otherwise agreed in writing by GRADUATION ALLIANCE, any Protected Materials derived in whole or in part from intellectual property developed or contributed to the Charter School or the BOARD by GRADUATION ALLIANCE may be retained by GRADUATION ALLIANCE and republished and reused by GRADUATION ALLIANCE in connection with its other

business activities.

4. Payment. Upon termination or expiration of this Agreement for any reason, the BOARD shall promptly reimburse GRADUATION ALLIANCE for any Operating Expenses incurred by GRADUATION ALLIANCE on behalf of the Charter School. All such amounts due upon termination shall be payable solely from assets of the Charter School, including without limitation Revenues, Other Funds and such other assets as may be acquired by or on behalf of the Charter School with Charter School Revenues or Other Funds; provided, however, that if the BOARD receives any grant monies or other designated funds which are governed by a use agreement that expressly prohibits the use of such funds to make payment to GRADUATION ALLIANCE pursuant to this subsection (the "Restricted Funds"), the BOARD shall not be required to include the Restricted Funds in such payment to GRADUATION ALLIANCE.

5. Name Change. At such time as this Agreement is terminated or otherwise expires, the Non-Profit agrees to change the name of the Charter School. The new name shall not consist in any variation or manner of the words "AchievePoint".

C. Transition. In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, GRADUATION ALLIANCE will, at no cost to GRADUATION ALLIANCE, provide the BOARD reasonable assistance for up to ninety (90) days to assist in the transition to another administrative or structural arrangement; provided, however, that GRADUATION ALLIANCE shall not be required to provide any assistance to another management company or service provider.

D. Cessation of Critical Services by GRADUATION ALLIANCE. In the event that GRADUATION ALLIANCE stops providing, or gives notice of its intent to stop providing, prior to the end of the then current academic year such critical services under this Agreement that the Charter School could not reasonably operate in the absence of such services and provided that the cessation of such services is not as a result of the BOARD'S fraudulent misrepresentation or willful misconduct or failure to transfer funds from the Charter School Depository Account to the Charter School Operating Account pursuant to the terms hereof, then GRADUATION ALLIANCE agrees to do the following immediately:

1. Assign to the Board the employment contracts for all personnel working at the Charter School to the extent that such personnel consent to such assignment;



2. Offer to the Board for purchase all computers, software, office equipment, furniture and personal property ("School Equipment") owned by GRADUATION ALLIANCE and used in operation of the Charter School at a price equal to the Remaining Cost Basis of the equipment. Upon the payment of the Remaining Cost Basis by the Board, GRADUATION ALLIANCE will transfer title to said property to the Board free and clear of all liens and encumbrances.

3. Assign to the Board any leases for School Equipment used in the operation of the Charter School to the extent such leases are assignable and subject to the consent of any third-party lessor.

"Critical Services" include but are not limited to the payment of teachers and staff or other services without which the Charter School could not educate students pursuant to the Charter. "Remaining Cost Basis" of such personal property shall be calculated based upon the straight line established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years. Depreciation will begin on the date that each item of personal property was acquired by GRADUATION ALLIANCE.

E. Revised Code 3314.2010 Compliance. When GRADUATION ALLIANCE purchases furniture, computers, software, equipment, or other personal property for use in the operation of the Charter School with state or federal funds that were paid to GRADUATION ALLIANCE by Charter School as payment for services rendered, such property is property of Charter School and is not property of GRADUATION ALLIANCE. GRADUATION ALLIANCE shall be responsible for the placement of tags identifying proper Charter School ownership in compliance with the Charter School's current Fixed Asset Policy. No Charter School property shall be disposed of without the consent of the Charter School's Board. Any property located at the Charter School Facility, for which no tags exist, is deemed to belong to the Charter School.

## **ARTICLE VIII** **INDEMNIFICATION**

Each party hereto shall indemnify and hold harmless the other party, its officers, employees, agents and consultants from and against any and all actions, claims, suits, liabilities, proceedings, penalties, fines, costs, and expenses (including reasonable attorneys' fees at both the trial and appellate levels, including paralegal expenses) relating directly or indirectly to any breach of this Agreement or of the Charter or any violation of the state Charter law or any other applicable law by such indemnifying party, its officers, employees, agents and consultants, servants or subcontractors, as applicable. Such indemnification may be achieved by the purchase of general liability and property insurance policies, or by such other means as the parties may mutually agree. This provision shall survive the expiration or termination of this Agreement.

**ARTICLE IX**  
**INSURANCE**

A. Insurance Coverage. GRADUATION ALLIANCE shall maintain such errors and omissions and employment practices liability insurance (a “school leaders” policy) and comprehensive general liability insurance, naming the Charter School, its Authorizer, its Board, and its Executive Director as the insured or as an additional insured, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate and excess umbrella liability insurance of not less than five million dollars (\$5,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate. Each such policy shall name the Charter School, its Authorizer, its Board, and its Executive Director, as an insured or an additional insured and a certificate of insurance specifying same shall be provided within thirty (30) days of the execution of this Agreement. All such policies of insurance required to be maintained by GRADUATION ALLIANCE shall be by responsible companies of recognized standing authorized to do business in the jurisdiction where GRADUATION ALLIANCE is performing services and shall be written in standard form and shall provide that the policies shall not be cancelable except upon thirty (30) days written notice to the Charter School. Upon the Charter School’s request, GRADUATION ALLIANCE shall deliver to the Charter School a copy of such policies and other written confirmation acceptable to Charter School, together with evidence that the insurance premiums have been paid.

GRADUATION ALLIANCE shall assist the Board in complying with such additional insurance requirements as may be set forth in the Charter. GRADUATION ALLIANCE shall provide proof of such insurance to the BOARD at the BOARD’S request. The BOARD and GRADUATION ALLIANCE shall be listed as named insureds on such policies. To the extent reasonably practicable, the parties shall cooperate with each other in providing such information and complying with such reporting requirements as may be required by any applicable insurer(s).

B. Workers’ Compensation Insurance. Each party shall maintain workers’ compensation insurance as required by law, covering their respective employees.

**ARTICLE X**  
**WARRANTIES AND REPRESENTATIONS**

A. BOARD Warranties and Representations. The BOARD represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The BOARD warrants that its actions have been duly and validly authorized and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. GRADUATION ALLIANCE Warranties and Representations. GRADUATION ALLIANCE warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Ohio. GRADUATION

ALLIANCE will comply with all registration and licensing requirements relating to conducting business under this Agreement. The BOARD agrees to assist GRADUATION ALLIANCE in applying for such licenses and permits and in obtaining such approvals and consents.

C. Mutual Warranties. The BOARD and GRADUATION ALLIANCE mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it which if adversely determined, would have a material adverse effect on its ability to perform under this Agreement.

## **ARTICLE XI** **MISCELLANEOUS**

A. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings, and representations (if any) made by and between such parties.

B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

C. Resolution of Disputes. The parties agree that each will make every good faith effort to resolve any and all disputes under this Agreement amicably before taking any action under Article XI Section D below.

D. State Governing Law/Waiver of Jury Trial. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Ohio. GRADUATION ALLIANCE and the BOARD hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either GRADUATION ALLIANCE or the BOARD against the other.

E. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the mailing or e-mail addresses set forth below. Notice may be given by (i) e-mail with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, (iii) personal delivery or (iv) via overnight mail. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by e-mail or personal delivery, or upon the date of receipt if sent by certified or registered mail or overnight mail. Notices to the BOARD shall be sent to the current address of the then current BOARD President, with a copy to the then current BOARD attorney. The address of the parties hereto for the purposes

aforesaid, inclusive of the address of the current BOARD President and BOARD attorney, are as follows:

AchievePoint Career Academy- Cincinnati  
Attn: Board President  
5098 Glencrossing Way  
Cincinnati, OH 45238

Graduation Alliance, Inc.  
Attn: Andy Cusimano, COO  
10 W. Broadway, Suite 700  
Salt Lake City, UT 84101  
Telephone: 855-486-8855  
[contracts@graduationalliance.com](mailto:contracts@graduationalliance.com)

With a copy to:  
Becky M. Scheiman  
Nicola, Gudbranson & Cooper, LLC  
25 West Prospect Avenue, Suite 1400  
Cleveland, OH 44115-1048  
Telephone: 216-621-7227  
[bscheiman@nicola.com](mailto:bscheiman@nicola.com)

With a copy to: Matthew  
B. Hutchinson  
Hoggan Lee Hutchinson  
1225 Deer Valley Drive,  
Suite 201  
Park City, Utah 84060  
Telephone: 435-615-2264  
[matt@hlhparkcity.com](mailto:matt@hlhparkcity.com)

F. Assignment. No party shall assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. GRADUATION ALLIANCE, however, may assign this Agreement to an entity wholly owned or controlled by GRADUATION ALLIANCE.

G. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the BOARD and signed by both the BOARD President and an authorized officer of GRADUATION ALLIANCE.

H. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

I. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

J. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to GRADUATION ALLIANCE powers or authority of the BOARD that are not subject to delegation by the BOARD under state law and the Charter.

K. Compliance with Law. The parties to this Agreement agree to comply with all applicable laws and regulations.

L. Compliance with Charter. The parties to this Agreement agree to comply with the terms and conditions set forth in the Charter awarded to the BOARD.

M. Further Assurances. The parties hereby agree from time to time to execute and deliver such further and other assurances, assignments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement.

N. Interpretations. This Agreement shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have been represented by counsel in connection with the negotiation of the terms hereof and have contributed substantially and materially to its preparation.

O. Time of the Essence. Time of performance by either party of each and every provision or covenant herein contained is of the essence of this Agreement.

P. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

Q. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

R. Severability. If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

S. Survival. All covenants, agreements, representations, and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

T. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies on any person other than the parties hereto and their respective legal representatives, successors, and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right to subrogation or action over or against any party to this Agreement.

U. Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement and made it effective as of the date and year first above written.

GRADUATION ALLIANCE, INC.

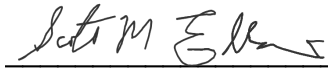
By: 

Andy Cusimano

Title: Chief Financial Officer

Date: 06/17/2024

ACHIEVEPOINT CAREER ACADEMY- CINCINNATI

By: 

Title: Board President

Date: 04/18/2024

EXHIBIT A  
Facility Location

5098 Glencrossing Way  
Cincinnati, OH 45238