

Management Agreement

July 1, 2024

This **MANAGEMENT AGREEMENT** (“Agreement”), is made and entered into by and between EEG Southwest Ohio Prep, LLC, an Ohio limited liability company (“EEG”) and Cincinnati Achievement Academy, a non-profit corporation fka Southwest Ohio Preparatory Academy (the “School”), (which is governed by a Board of Directors herein referred to as the “Board”) (individually a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the School has requested or secured authorization from the Sponsor (as hereinafter defined) to operate a community school pursuant to the Ohio Community School Law (the “Charter”).

WHEREAS, the School is aware of the increasing need for greater educational alternatives for children in its community to receive a 21st century education that provides connection, purpose and mastery which in-turn creates opportunities in careers and/or college.

WHEREAS, the School desires to contract with EEG to receive such management, educational, financial, and other consulting services necessary to form and operate a school, and EEG desires to contract with the School to provide such Management Services; and

WHEREAS, the School and EEG are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision and management by EEG on behalf of the School.

NOW THEREFORE, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Management Services to be provided by EEG.

In order to support the School in delivering the terms of the Contract, EEG in exchange for the fees provided herein agrees to provide the School, in accordance with the terms of the Contract, the School's Mission and Purpose and all applicable laws, the management and day-to-day operation functions as follows:

A. Education Program. EEG shall implement the educational program and the program of instruction. EEG shall provide all administrative and educational services of the School. EEG shall be responsible for the day-to-day supervision of administrative and teaching staff and the

day-to-day supervision or implementation of the educational program of instruction. EEG will be responsible for the following areas:

- Recruitment and hiring of all staff including Administrative, Educational and support staff (collectively “Staff”). Prior to the commencement of and during the school year, determine the staffing levels including teachers and the applicable grade levels and subjects required for the operation of the School, and recommend such teachers, as required by law, to the School. All teachers shall hold the requisite teaching certificate in accordance with applicable law. Staff may work on a full- or part- time basis.
- Provide training in its methods, policies, curriculum, student information systems, special education, program, and technology to personnel on a regular and continuous basis.
- Management of day-to-day activities of Staff.
- Manage and maintain all employee files and human resource processes.
- Performance and Evaluation of Staff which includes assigning, disciplining, transferring and terminating personnel, consistent with the Contract, Mission, and state and federal law. EEG shall keep the Board informed of all Staff related actions and decisions on a regular basis.
- Evaluate, recommend and oversee implementation of course and curriculum design.
- Develop, maintain and administer all State-mandated and other testing.
- Select and negotiate terms of procurement of teaching guides, curricula and aids utilized to implement the educational program.
- Perform repeated evaluation, assessment and continuous improvement of the School's educational program, curriculum and program.
- Provide periodic reports on student performance, and whether educational goals and measurements are being achieved as required by the Charter/Contract for Community School.
- Perform quality data tracking, including but not limited to student data such as attendance, performance, student earned credits, graduation rates, etc.
- Provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.

B. Strategic Planning. EEG shall design strategic plans for the continuing success of the School.

C. Education Management Information System and State Reporting: EEG will provide staff to oversee the SIS (DASL, SOES and ODDEX) and all functions of state reporting.

- Responsible for entering all student data and information into the student information system while working in conjunction with the school staff.
- Responsible for submitting all necessary state reports on time and ensure reports for accuracy.
- Responsible for submitting Federal Low-Income Count and Economic Status.
- Responsible for submitting Special Education Data.
- Responsible for Reporting of Staff Data.
- Responsible for submitting Course Data.
- Responsible for CRDC reporting as needed.

D. Federal Programs/Comprehensive Continuous Improvement Plan: EEG will provide staff to oversee CCIP.

- Review and Oversee the Decision Framework.
- Train and Oversee the Ohio Improvement Process.
- Complete needs assessment and planning tool while working in conjunction with the school staff.
- Work in conjunction with the school leader and school treasurer to complete the budget and budget revisions as needed.
- Work in conjunction with the school's treasurer on completing project cash requests and final expenditure reports.
- Assist with audits as needed.

E. Public Relations/Student Recruitment. EEG will design, coordinate and manage the public relations strategy for the development of beneficial and harmonious relationships with other organizations, the community and agencies.

- Responsible for recruiting students and informing the community about the School. All such recruiting and community education activities shall be reported to the Board in a timely fashion.
- Responsibility for enrolling students into the School in accordance with the rules and procedures established by law, the Ohio Department of Education ("ODE"), and the Board.

F. Financial Management. EEG will assist in providing any information required by the Sponsor, Charter School, Ohio Department of Education and Workforce or its auditors.

- Assist in preparation of the budget and financial reports as reasonably requested by the School's designated Fiscal Officer for submission to the Board for approval.

G. Compliance Management.

- Reports and documentation to the Sponsor
- Reports to the Ohio Department of Education
- Policies for the Board
- Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting.
- Provide all information and written reports requested by the Board
- Meet with the Board as reasonably requested by the Board
- Building code compliance

H. Reporting. EEG shall prepare for submission to the Board, the following reports:

- A report on the School's activities and progress of the goals and standards set forth in the Charter between the Board and the Sponsor, which said report shall be submitted no later than 90 days following the close of the academic year.
- All reporting requirements established by the Charter School Law.
- A monthly report setting forth any statistics and other information reasonably requested by the Board or the Sponsor.
- Prior to the beginning of each fiscal year, a proposed and projected annual budget which shall be subject to the approval of the Board.

I. Student Records.

- Provide maintenance of Student Records in accordance with state, local and federal requirements.
- Arrange for student information system.
- Maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws and regulations
- Maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law or regulations.
- All Student Record information shall remain the property of the School and, to the extent not immediately available to the School. EEG may retain a copy of such records subject to the confidentiality requirements of this agreement and applicable laws.

J. Services to Special Needs Students. EEG shall ensure compliance with applicable laws and regulations concerning services to Special Needs Students.

- Manage and oversee the necessary special education programs and services, including development of IEPs, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, and all other administrative services associated with the delivery of services to Special Needs Students. All such services will be provided in a manner that complies with state and federal rules, regulations and policies.

K. Facility/Facility Planning.

- Identify necessary components of and possible ideal locations for the School's Facility.
- When a qualified potential School Facility is located, negotiate the lease or purchase of the School Facility.
- Building Code Compliance.
- Negotiate and/or arrange for all agreements for utilities utilized by the School, including without limitation, electricity, oil, gas, telephone, cable, water and waste charges and for all buildings and grounds non-personnel cleaning, maintenance and upkeep.
- Manage and oversee vendors providing services for all buildings and grounds cleaning, maintenance and upkeep.

- Consult on physical facility layout, maintenance and capital improvements.
- Assign to the School Administrative team such EEG personnel as are necessary to carry out the obligations and duties of EEG under this agreement; such assigned EEG personnel shall be permitted to utilize appropriate office space within the School, School personnel for administrative and clerical support, and School facilities, supplies and equipment at no cost to EEG.
- Suggest improvements in the School facility as needed for the School's operations and the health and safety of the School's students.

L. Procurement - Management of Equipment/Furniture/Property

- Research, investigate and evaluate possible manufacturers and equipment that can assist the School to achieve its mission.
- Negotiate and arrange for leases and purchase agreements
- Inventory of Equipment
- Select phone system, furniture, office machines, computers and other equipment procurement.
- Select, negotiate terms of procurement of, and arrange for the delivery of student meals and drinks.
- Oversee and manage any vendor chosen for the delivery of student meals and drinks.
- Procure teaching supplies.

M. Subcontracts.

To fulfill its obligations under this Agreement, EEG may contract with others to provide services or goods to the School, including without limitation The Educational Empowerment Group, LLC, and EEG reserves the right to recommend the subcontracting for any and all aspects of all services it performs for the School under this agreement, including without limitation payroll, fiscal services and/or any technology services. However, EEG shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with approval of the Board.

N. School Superintendent.

EEG shall select the superintendent or educational leaders and establish employment terms in consultation with the Board. Notwithstanding anything to the contrary herein, the Board shall have the right to approve each principal or superintendent, which approval shall not be unreasonable withheld or delayed. Any rejection of any principal or superintendent must be for good cause, must be in writing and shall enumerate specific reasons for the rejection.

O. School Personnel

- Personnel Responsibility. EEG shall determine staffing levels, select, hire and, if necessary terminate, all teaching, administrative or other staff, and evaluate, assign, discipline and transfer personnel consistent with state and federal law. EEG, in its sole discretion, may remove any staff member, with reasonable cause (or otherwise if such staff member is an at-will employee). The foregoing notwithstanding, the Board shall have the right, exercisable on a reasonable basis, in accordance with all applicable laws, and only upon a majority vote of the Board, to require that EEG remove or, at EEG's option, transfer any employee working at the School, which removal or transfer shall be effective at the end of ten (10) business days, unless otherwise agreed to by EEG and the Board.
- School Principal. EEG shall select the School Principal and establish the terms of his or her employment. The Board may, at its discretion, appoint a director from the Board or a Board committee to work with EEG in the hiring process for the selection of the Principal, including being present during interviews. EEG shall hold the School Principal accountable for the successful education of the students of the School and may delegate any obligations under this Agreement to such School Principal. Notwithstanding anything to the contrary herein, the Board shall have the right to approve each principal hired by EEG, 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. EEG shall promptly notify the Board in the event the Principal shall be removed or transferred from the School. EEG shall notify the Board as soon as practicable if the Principal resigns.
- Teachers. EEG shall determine the number of teachers required and the applicable grade levels and subjects required for the operation of the School as set forth in this Agreement and the Contract. During the school year, EEG shall evaluate the School's need for teachers, and make appropriate adjustments in teacher staffing and assignments. Teachers may work at the School on a full- or part-time basis. If assigned to the School on a part-time basis, such teachers may also work elsewhere as long as such other work is also part-time and, in the sole discretion of EEG, does not interfere with their work at the School. Each teacher assigned to the School shall hold a valid teaching certificate or license issued by the State Board of Education of Ohio under the Code, or shall otherwise satisfy the requirements for non-certified teachers. EEG shall be responsible to ensure teachers are properly certified and/or licensed in accordance with state and federal laws.
- Support Staff. EEG shall determine the number and functions of support staff required for the operation of the School for each school year. During the school year, EEG shall evaluate the School's staffing requirements and make appropriate adjustments to its staffing assignments and numbers. Support staff may, at the discretion of EEG, work at the School on a full or part time basis. If assigned to the School on a part-time basis, such teachers may also work elsewhere as long as such other work is also part-time and, in the sole discretion of EEG, does not interfere with their work at the School.
- Employer of Personnel. The personnel who perform services at the School shall be employees or contractors of EEG and shall be compensated by EEG. EEG will be

responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required pursuant to applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, EEG will provide the School with documentary evidence of such background checks. EEG will share on a confidential basis with the School its performance reviews and assessment of the School Principal and agrees to provide such information in a timely fashion if EEG receives a complaint about the School Principal or has concerns regarding the School Principal's performance.

2. Obligations of the Charter School.

A. Compliance with Law and Regulation. The School and the Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law and regulation, including meeting any requirements in the Charter, conducting all required Board meetings in accordance with any applicable open meeting laws or regulations, and acting in compliance with its Charter and the Charter School's Code of Regulations. EEG shall propose and the Board shall adopt, with consultation from legal counsel, reasonable rules, regulations and procedures applicable to the School and EEG shall be required by the School to enforce such rules, regulations and procedures at all times.

B. Other Services. To the extent that the School elects not to contract with EEG for any of the products or services provided for in this Agreement, the School shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and regulation and any requirements in the Charter.

C. Insurance. EEG shall assist in finding appropriate insurance providers. The School shall comply with any insurance provisions as required by the Sponsor and Charter School Law which includes but not limited to General Casualty and Risk Insurance on the School Facility.

3. Term and Termination.

- a. **Initial Term.** The term of this Agreement shall commence upon the Effective Date and shall expire on June 30, 2029 (the "Initial Term").
- b. **Renewal.** Upon expiration of the Initial Term, this Agreement shall be automatically renewed for 1 additional terms of 3 years, or such other renewal period agreed upon by the Parties in writing and allowed by the applicable law, unless either party provides the other party with written notice of its intent not to renew or to renegotiate no later than three (3) months prior to the Term expiration

date. The Initial Term, and any renewals or extensions thereof, are collectively herein referred to as the “Term”.

- c. Termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
- i. By both Parties if they agree in writing to the termination;
 - ii. By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Sponsor as required by applicable Ohio law and regulation and such termination or withdrawal of authorization results in the defunding of the School prior to the close of the Academic Year;
 - iii. By either Party if a Party files for bankruptcy or has a bankruptcy suit filed against it, which is not dismissed within ninety (90) days, is insolvent, ceases its operations, admits in writing its inability to pay its debts when they become due or appoints a receiver for the benefit of its creditors.
 - iv. Termination by the School. The School may terminate this Agreement in the event (i) the Charter is terminated or non-renewed, or (ii) EEG materially breaches this Agreement or causes a material breach of the Charter and (A) EEG does not cure said material breach, provided the breach is capable of cure, within 30 days or such lesser time as may be required by Sponsor of its receipt of written notice from the School, or (B) if the breach cannot be reasonably cured within 30 days, EEG does not promptly undertake and continue efforts to cure said material breach within a reasonable time; or (iii) failure to meet required academic goals. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the health or safety of students, parents or others, said breach must be cured immediately upon written notice from the School.
 - v. Termination by EEG. EEG may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) excluding the first year of operation, if any academic year results in a material operating deficit, as reasonably determined by the School and EEG, provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; (ii) the School fails to pay any fees due to EEG within thirty (30) days of receiving written notice that such fees are

due; (iii) the School is in material default under any other condition, term or provisions of this Agreement or the Contract, which default is not caused by an act or omission of EEG, and (A) the School does not cure said material breach within 30 days of its receipt of written notice from EEG, or (B) if the breach cannot be reasonably cured within 30 days, the School does not promptly undertake and continue efforts to cure said material breach within a reasonable time; (iv) any decrease in state or federal funding in excess of 10% of the funding for the prior academic year for the School's students provided that any notice of termination delivered to the School after school opens for education of students for any school year shall not be effective until the next succeeding academic year; or (v) any EEG facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the school is damaged so that, in EEG's reasonable discretion, providing, maintaining, or continuing of School operations would be unfeasible, economically or practically, in the reasonable determination of EEG, provided that notice of termination is delivered by EEG to the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

- d. **Notice of Termination.** In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than February 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year.
- e. **Obligations on Termination.** In the event this Agreement is terminated by either Party for any reason prior to the end of the Agreement's term:
- In the event that the School or EEG elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay EEG the fees due to EEG pursuant to "Fees" Section herein, then EEG shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year. In the event that the School fails to continue to pay the Fees owed to EEG pursuant to "Fee" Section herein, EEG may terminate the Agreement after the expiration of the 14-day period for notice and cure of non-payment.
 - Upon termination of this Agreement for any reason whatsoever, the School shall (i) immediately pay to EEG and/or any of EEG's affiliates any monies owing to such person or entity, and (ii) promptly return to EEG any materials containing the Educational Model, EEG's methods of

instruction or operation and, subject to paragraph (b) below, all EEG's real and personal property, the Parties acknowledging that, subject to paragraph (b) below, all such material purchased by EEG with EEG's funds in furtherance of this Agreement shall be property of EEG. EEG shall assist the School in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other School property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the School, and (iii) at the School's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement.

- Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to EEG delivered within 30 days of the final date of termination, to (i) have all personal property leases relating to operation of the School assigned to and assumed by the School, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by EEG and used exclusively or primarily in connection with the operation of the School. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section shall survive any expiration or termination of this Agreement. For purposes of this Agreement, the "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by EEG.
- All School financial records shall be made available to the School's independent auditor.

f. **Purchases with School Funds.** When EEG purchases furniture, computers, software, equipment, or other personal property for use in the operation of the School with state funds that were paid to EEG by the School as payment for services rendered, such property is property of the School and is not property of the EEG. When EEG purchases furniture, computers, software, equipment, or other personal property for use in the operation of the School with

EEG's funds after determining the School has insufficient funds to pay for such expenses, such property is property of EEG and not property of the School. EEG shall permanently mark or tag with a number any property owned by EEG in accordance with Board policy and keep an inventory of Board owned property.

4. Financial Terms.

Payments. The following shall represent the financial responsibilities between the Parties. The School shall also pay a monthly continuing fee to EEG of Fifteen Percent (15%) of the School's Qualified Gross Revenues, less the amount of any outstanding Default Costs and Expenses ("Fee"). "Qualified Gross Revenues" shall mean the revenue per student received by the School from the State pursuant to the Ohio Revised Code. Qualified Gross Revenues shall not include charitable contributions, fees charged to students, as and to the extent permitted by law, proceeds from fundraisers, facilities funding, revenue received as a result of any application submitted by or on behalf of the School or any funding agreement reached by or on behalf of the School including but not limited to Title I and other Title Funds, National School Lunch Program, Medicaid, CSP Grant, and other grants for facilities, professional development, transportation, or other needs of the School, and any miscellaneous revenue received.

- The School shall pay any costs required by the Charter not specifically included in this Agreement.
- All furniture, computers, software, equipment, or other personal property purchased with state funds that are paid to EEG for use in operation of the school is property of the school and is not property of EEG.
- As approved by the Board, Parties may agree to have EEG act as its payment agent for various other expenditures not included in the Continuing Fee. EEG will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation provided such expenditures are included in a Board approved budget.
- EEG will invoice the School monthly according to the Fee. The School shall make all such fee payments to EEG within ten (10) calendar days of the delivery by EEG to the School of an invoice therefore. EEG may charge interest at lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by Ohio law, for any invoices unpaid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the School due to a failure by EEG to perform under the terms of this Agreement, or if the School has insufficient funds to pay the invoice as the result of outstanding receivables, or deferred payment by the State or Charter Authority of funding due, or if the School is disputing any charges. The School shall notify EEG of the basis for any dispute within five (5) business days of determination of such dispute

and shall work to resolve the dispute within thirty (30) days. The Fee shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration of the term). If the School is required to repay funds received by the School from the State of Ohio due to an FTE adjustment or other obligation, then EEG shall repay the School the Fee it received with respect to such funds upon mutual agreement of the Parties within an agreed upon timeframe or such time as may be required by the Ohio Department of Education or the Auditor of State. Such repayment may occur in the form of an actual repayment or in the form of a credit issued on the next following invoice as may be required by the circumstances.

- To the extent that any adjustments as a result of a state audit are the result of EEG failure to adequately perform its responsibilities under this Agreement or the Charter, EEG will be required to either: (i) return any required funds to the School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding of the School, reduce the fees invoiced the School by the amount that funding is withheld.
- Survival of Obligations. This Section shall survive any expiration or termination of this Agreement until all payments properly incurred prior to the date of such expiration or termination shall have been paid in full.
- Guarantee of Audit Closing Costs. Pursuant to the requirements of Ohio Revised Code Section 3314.50, EEG agrees to assume the guarantee of payment of audit costs for the School required for a new community school to operate.

5. Proprietary Information

EEG shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by EEG, its employees, agents or subcontractors, or by any individual working for or supervised by EEG which is developed during the routine performance of the individual's duties. EEG shall have the sole and exclusive right to license such materials for use by other school districts or customers. 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 EEG at the direction of the Board with funds specifically dedicated by the Board for the development of such curriculum or materials. In the performance of its duties hereunder, EEG may from time to time employ proprietary materials owned by a parent, subsidiary or other affiliate of EEG.

During the term of this Agreement, EEG 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 School shall be subject to disclosure to the extent required by applicable state or federal law.

6. Indemnification.

- **Indemnification by EEG of the Board.** To the extent not covered by insurance or not barred by any state legislation, EEG shall defend, indemnify and hold the Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by EEG, its agents, contractors, employees, or assigns in the execution or performance of this Agreement. This indemnification shall apply to any successful indemnification claim brought against the School under its indemnity obligations set forth in Charter School Contract. In no event shall this indemnification apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of EEG shall survive the termination of this Agreement. EEG shall have the right, at its own expense, to participate in the defense of any suit, without relieving EEG of any of its obligations hereunder.

- **Indemnification by the School.** To the extent not covered by insurance or not barred by any state legislation, the School shall defend, indemnify and hold EEG and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which EEG and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, recklessness, negligence, or default by the School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the gross negligence or willful act or omission of any EEG officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of the School shall survive the termination of this Agreement. The School shall have the right, at its own expense, to participate in the defense of any suit, without relieving the School of any of its obligations hereunder.

- **Indemnification Procedure.** The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying

Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

7. Limitation of Liabilities.

- In no event will the School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of EEG, its directors, officers, employees, or agents.
- In no event will EEG and their respective employees or agents be responsible or liable for the debts, acts or omissions of the School, its directors, officers, employees, or agents.
- Charter School Insurance. The School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter, applicable law, or both. Further, the School may elect to maintain additional coverage. EEG shall be included as an "additional insured" as to any such coverage. The School will also maintain and keep in force Director and Officer's Insurance in the amount required by the Sponsor or by the Charter, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.
- Liability Insurance. Liability insurance for any facility leased directly and/or managed by the School and any capital equipment or furniture and fixtures owned by the School will be the responsibility of the Charter School.

8. Notices.

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses:

If to the Charter School: Cincinnati Achievement Academy
Attn: Board President
5555 Little Flower Avenue
Cincinnati, Ohio 45239

CC: Becky Scheiman
Nicola, Gudbranson & Cooper, LLC
Terminal Tower- Suite 2900
50 Public Square
Cleveland, Ohio 44113
Facsimile: (216) 621-3999

If to EEG:

EEG Southwest Ohio Prep, LLC.
Attention: Officers
1115 S. Main St.
Akron, Ohio 44301

9. Miscellaneous.

- **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- **Successors and Assigns.** The terms and provisions of this Agreement shall be assignable by either Party only with the prior written consent of the other, which consent shall not be unreasonably withheld; provided that a change in control of EEG or its managing member, notice of which shall be provided by EEG to the Board, shall not be deemed a violation of this Agreement.
- **Complete Agreement; Modification and Waiver.** This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.
- **Force Majeure.** If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.

- No Third-Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.
- Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
- Governing Law. This Agreement shall be governed and controlled by the laws of the State of Ohio. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Ohio, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.
- 501it's a(3) Status. The Parties agree to negotiate in good faith an amendment to this Agreement to cure any IRS cited defect in the Agreement that will impede the issuance from the IRS that the Charter School is a tax-exempt organization under Internal Revenue Code Section 501(c)(3).
- Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.
- Compliance with laws, policies, procedures, and rules. Each Party will comply with all applicable federal and state laws and regulations including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.
- Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at 'rm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.
- Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
- Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital

signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

- Status and Relationship of the Parties. EEG is a limited liability company organized under the laws of in Ohio and is not a division or a part of the School. The School is a Ohio not-for-profit education corporation authorized by the Charter School Law and is not a division or part of EEG. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of EEG shall be deemed to be an agent or employee of the School. EEG shall be solely responsible for its acts and the acts it's as agents, employees and subcontractors and the School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between EEG and the School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement executed by EEG and the School.
- Additional Programs. The EEG shall not be obligated to provide any goods or services under the Agreement that are not explicitly agreed to with the Board. The Board and EEG may decide that EEG may provide additional programs which are not inconsistent with the Contract or state or federal law. Payment for such programs or services shall be negotiated by the Parties separate and apart from this Agreement.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

Cincinnati Achievement Academy (formerly known as Southwest Ohio Preparatory School) **EEG Southwest Ohio Prep, LLC.**

By: Ann Brinkley

Title: CEO/Board President

Date: 06/28/2024

By: Wendy Rydarowicz

Title: CEO

Date: 06/28/2024