

CINCINNATI CHARTER SCHOOL COLLABORATIVE
c/o Ramone Davenport
7675 Montgomery Road, Suite 122
Cincinnati, Ohio 45236
Telephone: 513-276-9234

MANAGEMENT AGREEMENT

This **MANAGEMENT AGREEMENT** (“Agreement”), is made and entered into by and between Cincinnati Charter School Collaborative, LLC, an Ohio for profit limited liability company (“Operator”), and the Governing Authority of Priority High School (the “Board”), a non-profit education corporation (the “School”). The Agreement is effective July 1, 2020 for a period of two (2) years, ending on June 30, 2022.

WHEREAS, the Board operates a community school pursuant to Ohio Community School Law;

WHEREAS, the Board desires to contract with Operator to receive management, education, financial and other services necessary to operate a school; and

WHEREAS, the Board and Operator are entering into this Agreement to set forth the obligations and duties of each Party with respect to the provision of management services by Operator at 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:

I. Management Services to be Provided by Operator

In accordance with the terms of its Sponsorship Agreement, all applicable laws, and the School’s mission and purpose, Operator agrees to provide the School with management and day-to-day operational functions as follows:

A. Education Program

Operator shall provide supervision of administrative and teaching staff and the supervision and implementation of the educational program of instruction. Operator will be responsible for the following areas:

1. Recruitment and hiring of all staff, including Principal. Except that, the Board of Directors shall have the opportunity to interview the final candidates for the principal position and shall make the final recommendation on hiring of the principal to the Operator.
2. Professional development and training of all staff.
3. Management of day-to-day activities of the School.
4. Performance and evaluation of all staff.

5. Evaluation, recommendation and oversight of course work and curriculum design.
6. Development, maintenance and administration of all State-mandated and other testing.
7. Performance of required evaluations, assessments and continuous improvement of the School's education program, curriculum and other activities.
8. Provision of periodic reports on student performance, and assessment of whether educational goals and measurements are being achieved as required by the Sponsorship Agreement.
9. Performance of quality data-tracking including, but not limited to, such student data as attendance, academic performance, student earned credits, graduation rates.
10. Maintenance of all student files, employee files and records in accordance with federal, state and local requirements.
11. Maintenance of attendance records required to comply with all state requirements.

B. Strategic Planning

Operator shall design strategic plans for the continuing success of the School.

C. Public Relations/Student Recruitment

Operator shall design, coordinate, and manage the public relations strategy to develop beneficial and harmonious relationships with other organizations, the community, and agencies.

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

D. Financial Management

Operator shall assist Fiscal Officer in providing any information required by the Sponsor, ODE, and the Auditor of State.

- 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.

E. Compliance Management

- Responsible for preparation of reports and documentation required by the Sponsor.
- Responsible for preparation of reports required by ODE.
- Coordination with other advisors engaged by the Board including, but not limited to, legal, financial and accounting.
- Meet with the Board as reasonably requested by the Board and provide information and written reports as requested by the Board.
- Responsible for Special Education Services, record keeping and reporting.
- Maintain compliance with all building codes

F. Reporting

Operator shall prepare for submission to the Board the following reports:

- Report on the School's activities and progress toward the goals and standards set forth in the Sponsorship Agreement no later than 90 days following the close of the academic year.
- Comply with all reporting requirements of Ohio law, including SIS (DASI, SOES and ODDEX).
- Provide monthly reports setting forth statistics and other information reasonably requested by the Board or the Sponsor.
- Oversight of federal programs, including Comprehensive Continuous Improvement (CCIP).
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- Coordinate with the Board's fiscal officer proposed Budgets

G. Facility/Facility Planning

- Identify possible facility and possible locations for School, if needed.
- Negotiate lease or purchase of facility, if needed.

- Building code compliance.
- Coordinate the maintenance and any capital improvements required
- Arrange for all improvements required for the health and safety of the School's students
- Arrange for all utilities necessary for School operations.

H. School Superintendent

Operator shall provide the services of an educational leader to serve as Superintendent. The Superintendent shall meet the eligibility requirements set forth in Ohio law and in the School job description and be subject to all benefits set forth in the School Handbook.

II. Obligations of the School

A. Compliance with Law and Regulation

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

B. Insurance

The School shall comply with all insurance provisions required by Sponsor and Charter School Law.

III. Term and Termination

A. Initial Term

The term of this Agreement shall commence upon July 1, 2020 and shall expire on June 30, 2022 (the "Initial Term").

B. Renewal

Upon expiration of the Initial Term, this Agreement shall automatically renew for one (1) additional term of two (2) years, or such other renewal

period agreed upon by the Parties in writing and allowed by applicable law, unless either party provides the other party with written notice of its intent not to renew no later than six (6) months prior to the initial 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 herein, this Agreement can only be terminated before its expiration as follows:

1. By either party with notice by December 31 of the current school year, in which case the agreement shall terminate on June 30 of the current school year.
2. By Both_Parties if they agree in writing to the termination;
3. By Either Party if the Sponsorship Agreement is terminated or if the School is no longer authorized by the Sponsor as required by Ohio law and regulations and such termination or withdrawal of authorization results in the defunding of the School prior to the close of the academic year;

4. Termination by the Board

The Board may terminate this Agreement in the event (i) the Sponsorship Agreement is terminated or non-renewed, or (ii) Operator materially breaches this Agreement or causes a material breach of the Sponsorship Agreement and (a) Operator does not cure said material breach within thirty (30) days of its receipt of written notice from the Board; or (b) if the breach cannot be reasonably cured within thirty (30) days, Operator does not promptly undertake and continue efforts to cure said material breach within a reasonable time. Notwithstanding the foregoing, in the event that a material breach shall be such that it creates an imminent danger to the life of students, parents or others, said breach must be cured immediately upon written notice from the Board.

5. Termination by Operator

Operator may, at its option, terminate this Agreement upon the occurrence of any of the following events: (a) the School fails to pay any fees due to Operator within thirty (30) days of receiving written notice that such fees are due; (b) the School is in material default under any other condition, term or provision of this Agreement or the Sponsorship Agreement, which default is not caused by an act or omission of Operator; and the School does not cure said material

default within thirty (30) days of its receipt of written notice from Operator, or if the breach cannot be reasonably cured within thirty (30) days, the School does not promptly undertake and continue efforts to cure said material breach within a reasonable time.

D. Notice of Termination

Written notice by certified or regular mail must be provided no later than February 1 of the then current academic year. Such notice must set forth the reasons for the termination and effective date of the termination. Termination shall only occur at the close of the Academic Year.

E. Obligations on Termination

In the event that the Board or Operator terminates this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay Operator the fees due Operator pursuant to "Fees" Section herein, then Operator shall continue to perform its obligations hereunder. In the event that the School fails to continue to pay the Fees owed to Operator pursuant to "Fee" Section herein, Operator may terminate the Agreement upon the expiration of the 30-day notice period for non-payment and the School's failure to cure the non-payment.

IV. Proprietary Information

All instruction materials, training materials, curriculum, teaching materials, and lesson plans designed by Operator remain the property of Operator. The School agrees that Operator retains proprietary rights to all instruction materials it provides, including training materials, curriculum, teaching materials and lesson plans.

V. Indemnification

1. School shall defend, indemnify and hold Operator, including its agents and employees, harmless against and from all costs, expenses, damages and loss (including attorney's fees) to which Operator may be subject by reason of misconduct, negligence or default by School. This indemnification shall not apply to liability claims resulting from gross negligence or willful acts or omissions by Operator.
2. To the extent not covered by insurance, Operator shall indemnify and hold the Board harmless from all costs, expenses, damages and loss (including attorney's fees) to which the Board may be subject by reason of misconduct, negligence or default by Operator. This indemnification shall not apply to liability claims resulting from gross negligence or willful acts or omissions by Board.

VI. Financial Terms

A. Financial Terms

Payments. The following shall represent the financial responsibilities between the Parties:

The School shall pay a monthly Fee to Operator of Sixteen Percent (16%) 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.

- The School shall pay any costs required by the Charter not specifically included in this Agreement.
- While Operator will employ all school staff, the School will be responsible for paying all actual payroll and benefit costs by way of dollar for dollar reimbursement to Operator.
- All furniture, computers, software, equipment, or other personal property purchased with State funds that are paid to Operator for use in operation of the School are property of the School and are not property of Operator.
- As approved by the Board, Operator may act as payment agent for various other expenditures not included in the Fee. Operator will be entitled to reimbursement for these expenses without interest or cost greater than the dollar for dollar reimbursement on a monthly basis as they are incurred upon the submission of appropriate documentation.
- Operator will invoice the School monthly for the Fee. The School shall make all such fee payments to Operator within ten (10) calendar days of the delivery by Operator to the School of an invoice therefor. The School shall notify Operator of the basis for any dispute within five (5) days of receipt of invoice and the Parties shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein.
- The Fee may be adjusted based on an FTE review or audit or other review by the State of Ohio. Should the School owe money back to the State due to adjustment to student count, Operator shall reimburse School those funds received that resulted from the incorrect FTE count.
- 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.

3. **Complete Agreement: Modification and Waiver.** This Agreement constitutes the entire agreement between the Parties 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 shall be effective unless in writing and executed by the Party to be charged with such modification, and no such waiver shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
4. **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.
5. **Compliance with Laws, Policies, Procedures, and Rules.** Each Party shall comply with all applicable federal and state laws and regulations including all of the specific requirements of the Sponsorship Agreement, applicable local ordinances and the School's policies, whether or not specifically listed in this Agreement.
6. **Headings.** 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.
7. **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.

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 July 1, 2020.

Priority High School
Governing Authority

DocuSigned by:
By: Dwight Brown
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Title: President, Governing Authority

Date: 8/3/2020

Cincinnati Charter School Collaborative LLC

DocuSigned by:
By: Ramone Davenport
4C273322557A488...

Title: Managing Member

Date: 8/3/2020