

HEARTLAND EDUCATION MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("Agreement") is entered into effective as of this 1st day of July, 2020, by and between Heartland Education LLC a Ohio limited liability company (the "Company") and Albert Einstein Academy., an Ohio not-for-profit corporation (the "School") governed by a Board of Directors ("Board") (Collectively "the Parties").

WITNESSETH:

WHEREAS, the School is a not-for-profit corporation which continuously strives to improve its community and the lives of its residents;

WHEREAS, the School desires the Company to provide consulting services on an as needed basis in accordance with the community school contract it will enter into with its Sponsor (the "Contract"); and

WHEREAS, the Company desires to provide the aforementioned services and other expertise referenced above.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Term. The initial term of this Agreement shall commence on the date of full execution of this Agreement and shall continue for a term of one (1) academic years, unless terminated sooner pursuant to the terms herein.

2. Company Responsibilities In order to assist the School in carrying out the terms of the Contract will provide consulting services on an as needed basis.

3. School Responsibilities. The School's Board of Directors (the "Board") shall govern the School and be solely responsible for its operation in accordance with the Contract. The Board shall consult with the Company on an as needed basis. The School shall pay the flat fee for which the School is responsible under the "Fees" Section of this Agreement.

4. Fees. The School shall pay to the Company the lump sum of \$1,500 per school year.

5. Data Oversight and Support. The School agrees to support the Company improve the operator report card by completing the following.

- The School agrees to provide the Company view access to the following Student Information Reports in EMIS by 7/10/20.
 - Academic Reporting that Impacts operator report card including;
 - Graduation Rate
 - AMO's

- NWEA MAP Data

- The School further agrees to hold annual academic data review the Graduate Collection report prior to 7/20/20. At this meeting the School will work with the Company to increase the Graduation Rate of the School. The company will support the School in its efforts to either retain, transfer, or properly code students designed as “Dropout’s

6. Termination

a. Termination by the School. The School may terminate this Agreement in the event the Contract is terminated or non-renewed, or for no cause with thirty (30) provided notice to the Company.

b. Termination by the Company. The Company may, at its option, terminate this Agreement upon the occurrence of any of the following events: (i) the School fails to pay any fees due to the Company within thirty (30) days of receiving written notice that such fees are due; (ii) 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 the Company.

7. Relationship of the Parties. The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

8. No Third Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

9. Notices. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Company, to:
Heartland Education LLC
4750 Turney Road
Garfield Heights, Ohio
44125
Attention: Legal Dept.

If to the School, to:
Albert Einstein Academy, Inc.
25000 Country Club Blvd., Suite 135
North Olmsted, Ohio 44070
Attention: Superintendent of Schools

10. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

11. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to any jurisdiction's conflict of laws provisions.

13. Assignment; Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

14. Independent Activity. All of the Parties to this Agreement understand that the Company's business is to operate and manage community schools throughout the State. As such, the Parties agree the Company, and its affiliates, may operate other community schools in the State of Ohio or anywhere else, whether the same may be considered competitive with the School or not.

15. Representations and Warranties of the Company. The Company hereby represents and warrants to the School as follows:

a. The Company is duly organized, validly existing, and in good standing under the laws of the State of Ohio and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

b. The Company has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Company enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

c. The Company has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

d. The Company has the financial ability to perform all of its duties and obligations under this Agreement.

24. Representations and Warranties of the School. The School hereby represents and warrants to the Company as follows:

a. The School is duly organized, validly existing, and in good standing under the laws of the State of Ohio and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

b. The School has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the School enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

17. Disputes.

a. In the event of any dispute between the Parties hereto, the Parties shall settle said dispute through a small claim proceeding (unless otherwise required by any applicable insurance policy or contract). The parties hereby waive rights to pursue any and all damages exceeding the lump sum management fee or \$1,500. In the event the event of a dispute the venue shall be Akon Municipal Small Claims in the State of Ohio, County of Summit.

18. Amendment. This Agreement may not be modified or amended except by a writing signed by each Party hereto against which any relevant term hereof is being enforced.

IN WITNESS WHEREOF, the Parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL:

Albert Einstein Academy.



Its: *Superintendent*

COMPANY:

Heartland Education LLC



Its: *President*