

SCHOOL MANAGEMENT AGREEMENT

This School Management Agreement (“Agreement”) is made as of the 1st day of July, 2022 (the “Effective Date”) by and between the Governing Authority (also referred to as the “Board”) of Green Inspiration Academy School, an Ohio public benefit corporation (the “School”) and AJ Hart Management, LLC., an Ohio nonprofit corporation (“EMO”).

BACKGROUND

WHEREAS, the Board desires to retain EMO as the exclusive management organization of the School. School is established as an Ohio community school pursuant to Chapter 3314 of the Ohio Revised Code (“ORC”).

WHEREAS, the Board and EMO (collectively referred to as the “Parties”) wish to enter into an agreement that will allow the Parties to create an enduring educational alliance by promoting educational excellence and innovation based on EMO’s school design and comprehensive educational program, as well as the EMO management principles.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually agreed upon and acknowledged, the parties hereto agree as follows:

ARTICLE I

APPOINTMENT AND TERM

1.1 Appointment-Subject to the terms and conditions set forth herein, the Parties agree that EMO shall serve as the sole and exclusive operator of the School, as that term is defined ORC § 3314.014

1.2 Term-The initial term of this Agreement shall commence as of the Effective Date and shall end at 11:59 p.m. (EST) on June 30, 2025 (the “Initial Term”) unless otherwise terminated as provided herein.

1.3 Designation as Agent- The Board hereby designates EMO, its employees, agents, contractors and representatives to serve as agents of the School for purposes of compliance with 20 U.S.C. §1232g (the Family Educational Rights and Privacy Act (“FERPA”)) and ORC §3319.321.

ARTICLE II EMO DUTIES AND RESPONSIBILITIES

2.1 Services to be provided to the School and the Board- EMO shall provide a company agent to serve as the School's Executive Director. The Executive Director serving under this Agreement shall be April N. Hart. By and through the Executive Director, the EMO shall provide the School and the Board with the following services for which the School shall be solely responsible for all costs associated with the provision of such services in addition to the management fee set forth in Article 4.4 of this Agreement:

(a) Talent Acquisition – EMO shall assist the Board with identifying, recruiting, and interviewing individuals suitable for employment with the School and for hiring all staff and personnel necessary for the proper operation and administration of the School.

(b) Human Resources Administration – EMO shall be responsible for conducting background checks on newly hired School employees, processing and maintaining all personnel records for School employees, and implementing and enforcing workplace rules, policies and procedures (including disciplinary and termination procedures).

(c) Facility Acquisition and Management – EMO shall assist the Board in identifying facilities that are suitable for lease by the School. Additionally, EMO shall be responsible for ensuring that the School facility is cleaned and in good working order.

(d) Financial Management – The Board shall retain a Fiscal Officer on behalf of the Governing Authority and the School as required under ORC § 3314.011. The Fiscal Officer shall be responsible for overseeing all aspects of the financial operation of the School (including budgeting, internal controls, fiscal policies, and audits). Notwithstanding this provision, EMO may also maintain its own Fiscal Officer which shall oversee all aspects of the financial operation of EMO in connection with the School's budget as approved by the Governing Authority.

(f) Grants Management – EMO shall assist in managing all grants and other State and Federal Awards that the School may receive, including ensuring that all monies received under these programs are expended for their intended purpose and that all required reporting requirements under such programs are met.

(g) Executive Leadership – EMO shall provide the School with executive level guidance and leadership consistent with the terms of this Agreement, the Sponsor contract, and applicable State and Federal rules and regulations.

(h) Curriculum, Instructional Design, and Educational Philosophy – EMO shall assist the School with implementing an educational program at the School consistent with the terms of this Agreement and EMO's educational goals and philosophy (referred to as the "Educational Model" and attached hereto as Exhibit A and made a part hereof

(i) Marketing and Community Outreach – EMO shall provide the School with appropriate marketing and community outreach support, including joint enrollment and recruitment activities as set forth in Section 2.6 of this Agreement.

(j) Food Service Management – EMO shall assist the School with all aspects of food service management, including ordering meals, distribution of meals, accounting of meals served for purposes of filing reimbursement claims, administering the completion of Free/ Reduced Lunch Income Forms, and following all applicable State and Federal rules and regulations that apply to food service management. EMO shall be in attendance and act on behalf of the Board and the School at all State level reviews or audits relating to food service management.

(k) State Data Reporting – EMO shall be responsible for the administration of all student data, including, but not limited to, input of student data into State systems such as SOES, EMIS, EMAD, FLEMO. EMO shall be in attendance and act on behalf of the Board and the School at all State level reviews or audits relating to State mandated reporting of student data.

(l) Professional Development for all Staff – EMO shall be responsible for ensuring that all School staff members receive the appropriate and required amount of professional development training necessary to enhance employee knowledge, experience, and HQT status for all teaching personnel.

(m) Centralized Purchasing – EMO shall have the overall responsibility for the purchasing of all goods and services necessary for the orderly operation of the School. EMO will also utilize the School Administrator and the School's Fiscal Officer to assist in this process. EMO shall have the overall responsibility and authority to negotiate the terms of the purchase, license or lease of all furniture, computers, software, equipment and all other personal property necessary for the operation of the School, and to consummate the purchase, license or lease of the equipment and personal property. EMO shall be responsible from the time of the purchase, license or lease and at all times thereafter, for the management and maintenance of the equipment in proper working order.

(n) Board Governance Services – EMO shall assist the Governing Authority in preparation for upcoming Board meetings, including preparation and publication of public notice, securing a meeting location, sending out an agenda and materials in advance of the meeting, and in any other fashion agreed upon by the Parties. At no time shall such assistance be used as a means to usurp the authority of the Governing Authority. EMO shall assist the Governing Authority by performing other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in the day-to-day operations or as required by this Agreement.

(o) Transportation Management – EMO shall assist the School with contracting for transportation options for students attending the School.

(p) Building Level Leadership Training and Supervision – EMO, in accordance with its Educational Model (attached hereto as Exhibit A), will institute a rigorous training and supervision program for building level leaders.

(q) Fundraising – EMO shall recommend, apply for, and assist the Governing Authority in all fundraising efforts mutually agreed upon by the Parties.

(r) Technology Administration – EMO will assist with securing and implementing the necessary technology for the smooth and orderly operation of the School and for ensuring that such technology remains in continuous working condition barring conditions beyond EMO' control. EMO shall also assist in the application for and administration of Federal e-Rate funds to offset the costs of necessary technology investments.

2.2 Operating Authority.

2.2.1 EMO shall perform duties and services pursuant to paragraph 2.1 herein subject to Governing Authority approval. EMO shall have full authority to manage the administration, operation and performance of the School to the extent allowed under ORC Chapter 3314, EMO shall be accountable only to the Governing Authority as to the administration, operation and performance of the School

2.2.2 It is expressly understood and agreed that under no circumstances shall EMO be required to: (i) expend its time and/or resources seeking additional funding for the School beyond those duties addressed in Article 2.1 of this Agreement; (ii) expend its own funds and/or resources to fulfill its duties and obligations under this Agreement; or (iii) pay or guarantee any debt or obligation of the School including, but not limited to, debts or obligations incurred by the School prior to the Effective Date of this Agreement.

2.2.3 EMO agrees to operate the School in such a manner that implements the educational goals and programs of both the Governing Authority and EMO. EMO shall adhere to the rules and regulations established under the School's Sponsor Agreement (collectively referred to as the "Educational Model" and more fully described in Exhibit A); provided, however, EMO shall not be required to take any action or engage in any conduct or refuse to take any action or engage in any conduct that EMO determines would be in material violation of any applicable Federal, State or local laws, ordinances or regulations or that would violate the civil rights of any student, parent, guardian, EMO employee, agent or contractor. Such action or inaction by EMO pursuant to this Article

2.2.3 shall not constitute a breach of this Agreement. If EMO determines that it is necessary to modify the Educational Model, it shall present its recommendations to the Governing Authority in writing and the Governing Authority shall give prompt and good faith consideration to EMO' requested changes.

2.2.4 Specifically, EMO shall have the authority to:

(a) Establish and promulgate rules and regulations with respect to the conduct and discipline of students, teachers, administrators and parents, and such other matters as EMO deems necessary, prudent or appropriate with respect to the orderly administration of the School, provided that the Governing Authority has approved all established rules and as required by the Ohio Revised Code regulations. The rules and regulations promulgated by EMO relating to student discipline shall require student due process hearings in conformity with the requirements of Federal and Ohio laws.

(b) Operate the School based upon the school year and school day approved annually by the Governing Authority provided, however, that EMO may make the following changes without approval from the Governing Authority: (1) changes to the school year and/or school day in order to respond to or accommodate emergencies and/or contingency days; and (2) changes involving fewer than five (5) consecutive school days.

(c) Design and implement pupil performance evaluations and assessment strategies that permit evaluation of the educational progress of each of the School's students. The Governing Authority and EMO will cooperate in good faith to identify measures of, and goals for, the School's students and the School's performance, including but not limited to parent satisfaction.

(d) Provide special education students attending the School with such services as EMO determines are necessary and proper under applicable Federal, State and local laws, ordinances, and regulations.

(e) Subject to the School's "Budget" defined hereunder and Article 6 herein, oversee the selection and acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Governing Authority.

(f) Subject to the School's "Budget" defined hereunder and pursuant to Article 6 herein, hire such teachers, non-teaching administrative and support staff and other personnel as EMO in its discretion determines are necessary and/or appropriate for the operation of the School.

(g) Identify a suitable facility (the "School Facility" or the "Facility") and arrange for a lease to be entered into by the Governing Authority for the operation of the School and its support functions, and ensure that such Facility is equipped with technology suitable, in EMO's sole judgment, to service the Educational Program.

(h) During the Term of this Agreement maintain such financial, operations, personnel, student performance and discipline records respecting the operation of the School and the Facility (collectively referred to as the "School Records"). During the term of this Agreement, EMO shall make all School Records available for inspection by the Governing Authority, upon request, at a specified Governing Authority meeting or during regular business hours at EMO's principal office or such other location as may be required by Ohio law. The parties agree that all School Records are and shall remain the exclusive

property of the School. All School Records that are subject to production under ORC §149.43 (“the Ohio Public Records Act”) shall be made available to the public upon submission of an appropriate request under the Ohio Public Records Act. Upon termination of this Agreement and the transfer of student records to the Governing Authority pursuant to Article 8 of this Agreement, EMO shall have no further responsibilities for the maintenance of such student records.

(i) Make such reports and presentations respecting the operation, administration and/or performance of the School (i) as may be required from time to time by the Ohio Department of Education (“DOE”) or applicable Ohio law, and (ii) at least quarterly to the Governing Authority or as requested by the Governing Authority during any period that the School fails to materially meet the goals of the Educational Program, taken as a whole.

2.3 EMO shall identify all school purchases and the nature of the funding source (whether purchased by the School or EMO) pursuant to the School’s budget or at a meeting of the Governing Authority if such purchases were not considered under the “Budget” hereunder. All assets purchased with School revenues shall be tagged as the property of the school.

If EMO sells any of the aforesaid items or otherwise converts same to cash, the proceeds of such sale, net of expenses, shall remain the sole and exclusive property of the School. EMO shall, to the extent it deems advantageous to the School or required by Federal, State or Local laws, use competitive bidding in the purchase of books, supplies, equipment and other materials paid for with School funds.

2.4 Subcontracts. This contract is Exclusive to School. EMO shall not subcontract any of its duties or responsibilities under this Agreement.

2.5 Place of Performance. EMO reserves the right to perform its obligations under this Agreement at any location it deems appropriate (unless otherwise prohibited by applicable state and/or federal laws), except pupil instruction shall be provided at the School Facility.

2.6 Student Recruitment. At all times, EMO and the School shall be jointly responsible for all student recruitment efforts and for recruiting students in a manner that is compliant with the ORC and other applicable laws. Notwithstanding anything herein to the contrary, EMO agrees to implement an organized student recruitment effort that will be designed to maximize student enrollment at the School.

ARTICLE III BOARD AND SCHOOL DUTIES AND RESPONSIBILITIES

3.1 Good Faith Obligation. At all times, the Board and the School shall exercise in good faith their respective rights, duties and obligations under this Agreement, as well as the

authority granted to them under Ohio law respecting the School and EMO as operator of the School.

3.2 Dependency on Availability of Funds. At all times hereunder, the Board shall be responsible for securing adequate funding for the proper administration of the School and ensuring that EMO has access to such funds as provided for in the “Budget,” which is defined herein below. The Board acknowledges that EMO’s operation of the School is dependent upon the availability to EMO of adequate funding, and failure to provide EMO with adequate funding as set forth in the Budget shall relieve EMO of its obligations under this Agreement.

3.3 Furnishing Information. The Board shall furnish EMO with all information, documents, forms and reports required by EMO for proper administration of the School and/or the Facility, or as may be required in preparation for any legal or administrative proceeding relating to the School and/or the Facility, or as may be required to comply with the Ohio Public Records Act, requests made by the DOE, or any other applicable Federal, State or local laws.

ARTICLE IV FISCAL MATTERS

4.1 Revenues. For purposes of this Agreement, the term “Revenues” shall mean all funds, of any kind and from any source, received by the Governing Authority or EMO on behalf of the School, including but not limited to:

- (a) Funding for public school students enrolled in the School;
- (b) Funding provided by Federal or State Governments that is directly allocable to special education students enrolled in the School;
- (c) Funding provided by Federal and State Governments that is directly allocable to gifted and talented students enrolled in the School;
- (d) “At-Risk” or “Poverty-Based” funding provided by Federal and State Governments that is directly allocable to at-risk or disadvantaged students enrolled in the School;
- (e) Funding provided by Federal and State Governments to the School that is directly allocable to students enrolled in the School with limited English proficiency;
- (f) Federal and State grant sources, including Title Funding (i.e., Title I) that is directly allocable to the School;

All Revenues described above in Article 4.1(a), (b), (c), and (d) shall be collectively referred to as Full-Time Equivalency Money or FTE Money.

4.2 Revenues Managed by EMO. All Revenues are and shall remain the sole and exclusive property of the School and are budgeted for and managed under the auspices of the Fiscal Officer.

4.3 Budget Process.

4.3.1 Revenues and expenditures shall be based on an academic year that commences on July 1st of each year and ends on June 30th of the following year (an “Academic Year”). EMO shall provide the Board with annual operating and capital budgets for each Academic Year (collectively referred to as the “Budget”), the first draft of which shall be submitted to the Board no later than April 15th preceding that Academic Year.

4.3.2 The School Fiscal Officer shall be responsible for the preparation of the School's Budget. Both EMO and Fiscal Officer shall work together to complete a Budget containing such detail as reasonably requested by the Board and shall include all projected expenses and costs reasonably associated with operating the School including, but not limited to, the projected cost of all payroll and benefits to be paid for services and education programs, rental, maintenance and other costs and expenses to be incurred by the School under lease, capital expenditures, supplies and furnishings necessary to operate the School, utilities, all taxes of any kind that are assessed or imposed, insurance premiums, and other costs and expenses required or advisable to operate the School.

4.3.2 The Board shall review the Budget and either approve or reject it no later than June 1st preceding that Academic Year. If the Board takes no action by June 1st, then the Budget shall be deemed to be approved as submitted. If the Board timely rejects the Budget, then EMO, Fiscal Officer and the Board Finance Committee shall work together to create a mutually agreeable Budget prior to June 15th. If the Budget has not been approved by the Board by June 15th, EMO shall have the option of proceeding with the start of that Academic Year (in which case the Budget from the immediately preceding Academic Year shall be deemed to be the Budget until a new Budget is approved by the Board) or terminating this Agreement pursuant to Article 8.1(a) below.

4.3.5 The Budget may be amended from time to time by mutual agreement of EMO and the Governing Authority.

4.3.6 EMO may make expenditures of Revenues on behalf of the School as provided in the Budget without further consultation with the Governing Authority; provided, however, that the total expenditures as originally budgeted and approved by the Governing Authority do not change. All proposed or anticipated expenditures of Revenues not otherwise provided for in the original Budget must be approved by the Governing Authority through a Budget amendment. At no time during a given fiscal year shall EMO make expenditures of Revenues on behalf of the School that cause the Governing Authority to exceed its anticipated revenues for the same fiscal year unless previously agreed to by the Parties and reflected in an approved Budget.

4.4 EMO Management Fee. In consideration for the services provided by EMO hereunder, and more specifically as enumerated in Article 2.1, the Board agrees to pay EMO an annual fee of \$140,000 (hereinafter referred to as the “Management Fee”) per year from July 1, 2022- June 30, 2025. Payments shall be made as follows:

- a) 11, 250.00;
- b) \$2,500 in August and \$2,500 in January of each contract year.

Payment shall be made within five (5) business days of the receipt of a State Settlement Payment (“FTE Money”).

4.5 Other Schools. The Governing Authority acknowledges that EMO may enter into similar management agreements with other schools or educational institutions. EMO shall maintain separate books for expenses incurred by and on behalf of the School and other EMO operated schools. If EMO incurs authorized reimbursable expenses on behalf of the School and other EMO operated schools that are incapable of precise allocation, then EMO shall allocate such expenses among all such schools, including the School, on a prorated basis based upon the number of students enrolled at each school, or upon such other equitable basis as is acceptable to all EMO operated schools.

4.6 Financial and Other Reporting.

4.6.1 At each regular meeting of the Board of Directors, EMO shall provide the Board with detailed financial statements of all School Revenues received and expenditures made, as well as comparisons of actual results to budget. Such statements shall present YTD financial information that is not older than 1 month.

4.6.2 Upon request and at all regularly scheduled Board meetings, EMO shall provide the Board with reports on the School’s operations, finances, and student performance.

4.6.3 EMO shall periodically provide the Board with all other relevant information that will enable to the Board to: (i) monitor EMO’ performance and the efficiency of its operation of the School, (ii) comply with any and all reporting requirements under Federal, State or local laws, and (iii) regularly furnish committee reports.

4.7 Access to Records. EMO shall keep accurate financial records pertaining to its operation of the School, together with all other School Records prepared by or in the possession of EMO, and shall retain such records during the Term of this Agreement. The Parties shall each maintain the confidentiality of all records pertaining to School personnel and students to the extent required and/or permitted by law, as well as all other records required by law to be held in confidence.

4.8 Audits. The Parties acknowledge that the School will be subject to an annual audit conducted by the Auditor of State for Ohio (the “AOS”), or if so permitted by the AOS, by a independent audit firm (“IPA”) approved to do audits on behalf of the AOS. The AOS or the IPA (collectively referred to as the “Auditors”) shall audit the books and records of the School and Governing Authority for each Academic Year (the “Annual Audit”). The Parties shall each cooperate with the Auditors and shall provide information and copies of all documents related to the financial transactions and activity of the School. Additionally, the Governing Authority Fiscal Officer shall act as the liaison

between the Auditors and the School and periodically report to the Governing Authority and EMO as to the progress of the Annual Audit. The cost of the Annual Audit shall be borne solely by the Governing Authority.

4.9 Unexpended Donations. Subject to applicable donor restrictions, EMO and the Governing Authority shall work together to determine the best and most appropriate disposition of any funds that were donated, directly or indirectly, to the School that remain unexpended following completion of the project or purpose for which such funds were originally designated.

ARTICLE V INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership of Licenses to Educational Materials. For the purposes of this Agreement, “Educational Materials” shall mean all print and electronic versions of textbooks, training manuals, instructional materials, lesson plans, teacher guides, exercises, workbooks, tests and other curriculum-related materials that were created by EMO or purchased with School funds for use in the delivery of the Educational Model. School shall own all intellectual property and/or copyright licenses related to Educational Materials.

5.2 Ownership and Licensing of the Educational Model. The Parties acknowledge and agree that School's Educational Model is unique and creative and is covered by intellectual property rights owned or licensed by School and shall at all times remain the exclusive property of School.

ARTICLE VI PERSONNEL & TRAINING

6.1 Personnel Responsibility. Unless otherwise agreed to herein, the Parties acknowledge that all staff and personnel hired by EMO on behalf of the School shall be employees of the School, and not EMO. The Parties will each be responsible for compensating their own respective employees, and at no time shall either Party be obligated to compensate the other Party’s employees outside the specific terms of this Agreement. EMO shall have the sole responsibility and authority to determine staffing levels, to select, hire, evaluate, assign, discipline, transfer and terminate personnel operating in connection with the School. All hiring and termination decisions of EMO shall be reported to the Governing Authority promptly. School will authorize its Fiscal Officer to make automatic withdrawals from its Payroll Account on each scheduled payday in an amount necessary to cover the amount of payroll for employees assigned to the School. All such employment costs and liabilities are separate and apart from the management fee due EMO as described in Section 4.4.

6.2 School Administrator. Subject to approval of the Governing Authority, EMO shall have authority to select and hire the School Administrator(s) and to hold them accountable for the success of the School. EMO shall consult with the Governing Authority prior to hiring the Administrator and shall consult with the Governing Authority prior to any discipline, transfer or termination of the employment of any School Administrator who fails to meet the performance goals and standards of either EMO or the Governing Authority. The duties of the School Administrator and the terms of his or her employment, shall be determined by EMO after consultation with the Governing Authority.

6.3 Teachers. In accordance with the yearly Budget EMO shall have sole discretion to determine the number of teachers reasonably necessary for the operation of the School, and to assign such teachers to the appropriate grade levels and subject matters for which they are qualified. The curriculum taught by teachers employed by the School shall be consistent with the Educational Program. Such teachers may, at the sole discretion of EMO, work at the School on a full or part time basis. Each teacher employed by the School shall be highly qualified (“HQT”) and hold a valid teaching or other applicable license, certification, permit or approval issued by the State of Ohio and shall be subject to the requirements of a criminal records check conducted pursuant to ORC §§3319.39 and 3319.391.

6.4 Support Staff. In accordance with the yearly Budget, EMO shall have sole discretion to determine the number and the functions of support staff required for the operation of the School. EMO shall provide the School with qualified staff to efficiently operate the School. The staff may, at the discretion of EMO, work at the School on a full or part time basis. All staff employed by the School shall undergo criminal records checks similar to that of teachers.

6.5 Training. EMO shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Non-instructional personnel shall receive such training as EMO determines is reasonable and necessary under the circumstances of their employ.

6.6 Limitations on Discretion. All decisions made by EMO with respect to staffing levels and its selection, evaluation, assignment, discipline, transfer and/or termination of staffing personnel shall be consistent with the Budget, the parameters set forth in the Educational Program, and all applicable Federal, State and Local laws.

6.7 State Retirement Systems. The Parties acknowledge that ORC Chapters 3307 and 3309 stipulate that independent contractors retained by EMO for educational services at the School may meet the qualifications for membership in the School Teachers Retirement System (“STRS”) or the School Employee Retirement System (“SERS”) if the teaching or other duties performed by the independent contractor are the same as those performed by teachers or staff in public schools under typical school district employment contracts, including substitute positions. Therefore, EMO shall make the

appropriate payroll deductions from the pay of each School employee in accordance with ORC Chapters 3307 or 3309, if applicable. EMO shall assist the Governing Authority with respect to fulfilling all reporting and compliance obligations under ORC Chapters 3307 or 3309.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

7.1 Governing Authority Warranties and Representations. The Governing Authority represents and warrants to EMO that as of the Effective Date of this Agreement: (i) the School is an Ohio public benefits corporation in good standing and the Governing Authority has the authority under law to execute, deliver, and to incur the obligations provided for under this Agreement and to perform its duties under same; (ii) the execution, delivery and performance of this Agreement does not, and will not, violate any provision of law applicable to the School or to the Governing Authority; and (iii) the execution, delivery and performance of this Agreement does not, and will not, conflict with or result in a default under any agreement or instrument to which the School or the Governing Authority is a party.

7.2 EMO Warranties and Representations. EMO represents and warrants to the Governing Authority that, as of the Effective Date of this Agreement: (i) EMO is a 501(c)(3) non-profit corporation in good standing and that EMO has the authority under law to execute, deliver, and to incur the obligations provided for under this Agreement and to perform its duties under same; (ii) the execution, delivery and performance of this Agreement does not, and will not, violate any provision of law applicable to EMO; and (iii) the execution, delivery and performance of this Agreement does not, and will not, conflict with or result in a default under any agreement or instrument to which EMO is a party.

ARTICLE VIII TERMINATION AND EFFECTS OF TERMINATION

8.1 Termination. This Agreement may be terminated for the following reasons: (a) By EMO, immediately, if: (i) for any reason there is a material impairment in the receipt of Revenues for any Academic Year to the effect that EMO, in its sole discretion, determines that there would be insufficient funds available for the orderly operation of the School in a manner and at a level of service reasonably expected to meet the goals established in the Educational Program, to receive a passing annual report card for the School as required by the DOE, or to pay the Management Fee; (ii) the School is ordered by the DOE or any court or governmental authority to cease operations; (iii) the School is unable to pay its debts as they come due or has filed a petition seeking protection from its creditors under Federal bankruptcy laws or any state counterpart thereto, or has been

deemed insolvent under such laws; (iv) the Governing Authority fails to approve a Budget for the Academic Year as required pursuant to Article 4.3 above; or (v) the Governing Authority is unable to perform its duties hereunder for a period of ninety (90) consecutive days due to a declared Force Majeure.

(b) By EMO, after written notice, if the Governing Authority or the School is in material breach of any of its respective covenants, duties, responsibilities or obligations hereunder, and such breach is not cured within thirty (30) days after EMO has provided the Governing Authority with written notice of the material breach.

(c) By the Governing Authority, immediately, if: (i) the School or EMO is deemed to be insolvent under the Federal Bankruptcy Code or is unable to pay their respective debts as they come due or have filed a petition seeking protection from its creditors under Federal bankruptcy law or any state counterpart thereto and EMO has not filed a plan for reorganization under Chapter 11 of the United States Bankruptcy Code in the time allotted therein; (ii) the School is ordered by the School Sponsor, DOE or any court or governmental authority to cease operations; or (iii) EMO is unable to perform its duties hereunder for a period of ninety (90) consecutive days due to a declared a Force Majeure

(d) By the Governing Authority, after written notice, if EMO is in material breach of any of its respective duties, responsibilities or obligations hereunder, and such breach is not cured within thirty (30) days after the Governing Authority has provided EMO with written notice of the material breach.

8.2 Duties Upon Termination. This Article 8.2 shall survive any expiration or termination of this Agreement.

(a) Upon termination of this Agreement for any reason whatsoever, the Governing Authority on behalf of the School shall immediately pay to EMO and/or any of EMO's affiliates all amounts due and owing to EMO under the terms of this Agreement. EMO shall assist the School in the transition of management and operations, including, but not limited to: (i) the orderly transition and return of all student records, the School Facility, and all other School property, equipment and material owned by the School; (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.

ARTICLE IX INSURANCE

9.1 Insurance Coverage. EMO shall at all times maintain general liability insurance at levels deemed to be appropriate by a credible agent with knowledge of EMO's operations, but in amounts not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The Board on behalf of the School shall at all times maintain appropriate levels of insurance that meet or exceed those levels required by the Sponsor contract. The Parties shall both list each other as additional insured on their respective policies. The Board shall also list the Sponsor as an additional

insured on the School's policy. Upon request, each Party to this Agreement shall present evidence to the other Party that it maintains the requisite amount of insurance in compliance with the provisions of this paragraph. Each Party shall comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE X MISCELLANEOUS

10.1 Entire Agreement; Merger. This Agreement together with any attachments hereto set forth the entire understanding between the Parties with respect to the operation of the School and supersedes and replaces any and all other agreements or understandings by and between the Parties hereto with respect to the creation and operation of the School.

10.2 Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in the performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood or natural accident; provided that 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.

10.3 Arbitration.

(a) In the event of any dispute between the parties hereto, the parties shall settle said dispute through arbitration (unless otherwise required by any applicable insurance policy or contract). In the event arbitration is the applicable form of dispute resolution, each party shall appoint one arbitrator and then the two previously selected arbitrators shall agree upon a third. The arbitration shall take place utilizing the then-current rules of the American Arbitration Association ("AAA") and shall take place in Cuyahoga County, Ohio.

(b) The parties shall have the right of limited pre-hearing discovery, in accordance with the Ohio Rules of Civil Procedure, as then in effect, for a period not to exceed 60 days.

(c) As soon as the discovery is concluded, but in any event within 30 days thereafter, the arbitrators shall hold a hearing in accordance with the aforesaid AAA rules. Thereafter, the arbitrators shall promptly render a written decision, together with a written opinion setting forth in reasonable detail the grounds for such decision. Any award by the arbitrators in connection with such decision may also provide the prevailing party shall recover its reasonable attorneys' fees and other costs incurred in the proceedings, in addition to any other relief which may be granted.

(d) Judgment may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.

10.4 Official Notices. All notices or other communications required or permitted under the Agreement shall be in writing and shall be given by personal delivery, confirmed facsimile, electronic mail (e-mail), or commercial courier addressed to the Party at its principal address as follows:

If to the Governing Authority:

Attn: Antoine Williams
Address: 4901 Galaxy Parkway, Suite-L
Warrensville Heights, Ohio 44128
E-mail: antoinerwilliams@yahoo.com

If to EMO:

Attn: April Hart,
President, AJ Hart Management, LLC.
2529 Canterbury Rd. Cleveland Hts, Ohio 44118
E-mail: ahart13@green-ia.com

All notices and other communications required or permitted under the Agreement that are addressed as provided in this section will: (i) if delivered personally, be deemed given upon delivery, (ii) if delivered by facsimile transmission, be deemed given when sent and confirmation of receipt is received, (iii) if delivered by commercial courier, be deemed given upon receipt; and (iv) if delivered by electronic mail (e-mail) transmission, be deemed given when sent.

10.5 Amendment. This Agreement shall not be altered, amended, modified or supplemented except in writing and signed by the Parties hereto.

10.6 Waiver. No waiver or delay of any provision of this Agreement at any time shall be deemed or shall constitute a waiver of any other provision.

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

10.8 Severability. Should any term or provision of this Agreement be deemed unenforceable or invalid in any way, such term shall be stricken and the remainder of this Agreement shall continue in full force and effect.

10.9 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original but taken together shall be deemed to be a single enforceable agreement.

10.10 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.

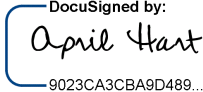
10.11 No Third-Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and their affiliates and not for the benefit of any third party, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other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

10.12 Independent Activity. All of the parties to this Agreement understand that EMO's business is to operate and manage community schools throughout the State. As such, the parties agree that EMO and its affiliates, may operate other community schools in Ohio whether the same may be considered competitive with the School.

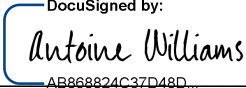
10.13 Assignment; Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors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

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.

AJ Hart Management, LLC.

By:  9023CA3CBA9D489...
Title: Executive Director
Date: 6/28/2022

The Green Inspiration Academy

By:  AB868824C37D48D...
Title: _____
Date: 6/30/2022