

## **Charter School Operating Agreement**

This Management Agreement ("Agreement") is entered into effective as of July 1, 2024, by and between Career Prep Virtual School LLC, an Nevada limited liability company (the "Company"), and Career Prep Virtual High School, an Ohio non-profit corporation (the "School") governed by a Board of Directors ("Board") (Collectively "the Party or Parties").

WHEREAS, the School is an Ohio public benefit corporation which will operate a community school pursuant to Ohio Revised Code Chapter 3314;

WHEREAS, the Company wishes to provide the School the requisite educational, managerial, financial and other consulting services necessary for the implementation of the School's educational program;

WHEREAS, the School desires the Company to provide such requisite management, educational, financial and other consulting services necessary to operate the School all in accordance with the community school contract the School has with its sponsor (the "Sponsor Contract"), St. Aloysius Orphanage (the "Sponsor"); and

WHEREAS, the Company desires to provide the aforementioned services and other expertise referenced above with respect to the School's educational program.

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, unless terminated sooner pursuant to the terms herein, for the initial term of the Sponsor Contract. Thereafter, this Agreement will automatically renew for the duration of any extension or renewal of the Sponsor Contract or the duration of a new sponsor contract, if applicable, unless the Agreement is terminated sooner pursuant to this Agreement.

2. Company Responsibilities.

a. 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.

b. In order to assist the School in carrying out the terms of the Sponsor Contract, the Company shall, itself or through contractors, provide comprehensive, day-to-day school management services, which shall consist of all aspects of the School operations to the extent permitted by law, ("Company Responsibilities") including:

- (i) Purchasing or leasing all computers, software, equipment, and other personal property necessary for the operation of the School, which in the event of termination of this Agreement shall be disposed of pursuant to Section 14(a) and (b).
- (ii) Executing on the School's business plan to promote the School's long term financial stability.
- (iii) Developing and carrying out a comprehensive marketing plan that supports the School in recruiting, enrolling, and retaining students.
- (iv) Coordinating community relations and establishing community partnerships that provide resources to the students of the School.
- (v) Overseeing day-to-day management of the School, in accordance with the School's mission and in accordance with the Sponsor Contract and in compliance with obligations placed upon the School by its Sponsor and all applicable laws and regulations.
- (vi) Draft operations manuals, forms, handbooks, and policies and procedures, which shall be approved by the Board after consultation with the Board's legal counsel as appropriate, approval of which shall not be unreasonably withheld.
- (vii) Provide updated reports on financial, academic, and operation performance of the School and then reporting to these results to the Board, Sponsor, Ohio Department of Education and Workforce, and any entity as required by the Board.
- (viii) Maintain all School compliance and reasonably address any deficiencies.
- (ix) Provide comprehensive human resource management services for all staff employed by the Company to work at the School.
- (x) Carry out all recruiting, hiring, and staff evaluation.
- (xi) Develop and update a high-quality educational program aligned with the School's mission any requirements under the Sponsor Contract.
- (xii) Provide academic leadership to teachers, School leaders, and support staff including curriculum planning, teacher development, and team building.
- (xiii) Develop and support the execution of a professional development schedule that aligns with the educational program and academic goals.
- (xiv) Provide targeted professional development on the research-based practices detailed in the educational program.
- (xv) Lead and train administrative staff and ensure accurate student enrollment data is reported into student information systems (EMIS).
- (xvi) Train and support School staff on data analysis, state testing, and progress monitoring.
- (xvii) Lead curriculum development, including curriculum and individual learning plan framework, which shall be the intellectual property of the Company.
- (xviii) Coordinate with other advisors engaged by the Board, including, but not limited to, legal, financial and accounting, except where the School and the Company are in conflict.
- (xix) Determine staffing levels, and select, evaluate, compensate (including salary and fringe benefits) assign, discipline, transfer and terminate personnel, consistent with the School's needs, the Sponsor Contract, and state and federal law.
- (xx) Perform advisory services regarding special education and special needs students, programs, processes and reimbursements.
- (xxi) Provide special education services to eligible students enrolled in the School in compliance with federal, state or local laws, rules and policies, and assist in the



performance of the School's obligation related to any special education due process hearing.

- (xxii) Provide to the Board regular reporting on the status of School report card progress and compliance with applicable standards.
- (xxiii) Use reasonable efforts to assist with establishing locations to complete the statewide achievement and diagnostic assessments, and where students may receive counseling, instructional coaching, and testing assistance.
- (xxiv) Identify and apply for grants (federal, national, state, local and philanthropic).
- (xxv) Recruit and enroll students subject to general recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures set forth in the Sponsor Contract and Board adopted policies, which shall be developed and revised in coordination with the Company and in compliance with all applicable federal, state and local law.
- (xxvi) The Company shall procure necessary equipment, facilities and property for the operation of the School, including facilities necessary for administration of statewide achievement and diagnostic assessments.
- (xxvii) The Company shall procure all necessary services for the operation of the School.
- (xxviii) Take all steps necessary and reasonable to ensure that the Company and the School complies with the Sponsor Contract, laws, ordinances, rules, regulations, and orders applicable to the School.
- (xxix) The Company shall cooperate with the Board's legal counsel to schedule and prepare a proposed agenda for all required Board meetings.
- (xxx) Provide the Community School guaranty in the amount of Fifty Thousand Dollars with the Auditor of State of Ohio in accordance with the Sponsor Contract and as set forth at Ohio Revised Code Section 3314.50.
- (xxxi) Maintain all School records in compliance with law and the School's records policies and retention schedules; Respond appropriately to records requests, consulting legal counsel as necessary.

c. Access to Education Records. The School has determined that the Company has a legitimate educational interest in the education records of the School and grants to the Company and its employees and appropriate contractors access to such educational records under 20 U.S.C. 1232g, the Family Rights and Privacy Act ("FERPA"). Company acknowledges that such records are the property of the School, and upon the termination or expiration of this Agreement, such records shall be promptly returned to the School. Company agrees that it shall take commercially reasonable precautions to protect all educational records from re-disclosure, and that any accidental or unauthorized disclosure shall be immediately reported to the School and its Board and Company shall indemnify the School from any harm caused by Company's failure in such regard.

### 3. School Responsibilities.

- (i) The Board shall govern the School and be responsible for its operation in accordance with the Sponsor Contract. The Board shall cooperate and work with the Company to develop policies and procedures; provided however, the Board shall not revise policies, rules, regulations, procedures, curriculum, and approve budgets that materially alter the Company's obligations under this Agreement.

- (ii) The School shall timely pay the costs and fees for which the School is responsible under the "Fees" Section of this Agreement.
- (iii) School shall timely notify the Company of any known or anticipated: (1) material health or safety issues; (2) labor, employee or funding problems; and (3) problems of any other type that could adversely affect the School in complying with responsibilities hereunder.
- (iv) School shall timely notify Company of any special or emergency meetings, and a representative of the Company shall be available for each meeting, unless attendance is waived by the Board. The Board may invite a representative of the Company into any executive session of a meeting; provided however to seek the invaluable and expert input of management in any matter subject to an executive session and shall disclose any matters that materially impact the Company's ability to perform under the terms of Agreement.
- (v) As required by law, the Board shall engage a designated fiscal officer or Treasurer.

4. Loans by the Company. Loans by the Company for payment of expenses that are not Operating Expenses, shall be pursuant to a separate agreement between the parties and not controlled by this Agreement. Any such loans shall bear interest at the fair market rate.

5. Annual Budget. On or before the last day of May each year, the Board, with assistance from its designated fiscal officer/Treasurer and in consultation of the Company, will approve the annual budget for the School for the period beginning July 1 of that year, and ending June 30 of the next year and any revisions based on reasonable changes in circumstances (collectively, the "Annual Budget"). The Company shall present the Annual Budget to the Board in consultation with the School's Treasurer, and the Board shall approve the Annual Budget as presented provided it meets the minimum requirements of funding set forth in the Ohio Revised Code. The Board shall not refuse to approve the Annual Budget, unless there is an unquestionable failure of the proposed Annual Budget to fund the obligations of this Agreement or unless the proposed Annual Budget proposes an improper use of funds. If the Board believes that the proposed Annual Budget unquestionably fails to fund the obligations of this Agreement, the Board shall present its objections and the reasons for their position and shall work with its Treasurer, and the Company to resolve the dispute in ten (10) business days to the satisfaction of the Company and the School. If a resolution cannot be reached within ten (10) business days, the Board shall approve a budget reflective of the prior year's budget, pro rated by category proportionally to reflect changes to enrollment.

6. Educational Program. The educational program developed and provided by the Company to the School has been approved by the Board and may be adapted and modified by the Company from time to time as may be required by the Sponsor. The School and the Company agree to work together to effectuate any necessary change in the educational program, recognizing that an essential principle of this educational program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency, provided that any such changes shall be consistent with the Schools' mission, and the education plan stated in the Sponsor Contract. Company's curricular materials are and shall remain proprietary information owned solely by the Company and provided to School for a reasonable cost paid by the School in its Management Fee, defined elsewhere herein.



7. Subcontracts. The Company reserves the right to subcontract any and all aspects of services it agrees to provide to the School. The Company shall remain responsible for Company's obligations under this Agreement and be solely responsible for all costs, expenses and fees associated with such subcontractors, and shall ensure that subcontractors complete any required BCI/FBI criminal records checks.

8. Rules and Procedures. The Company shall propose and the Board shall adopt reasonable rules, regulations and procedures applicable to the School and the Company shall be required by the School to enforce such rules, regulations and procedures at all times.

9. Authority. The Company shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the direction of the Board where required by law.

10. Fees. a. Defined Terms. As used in this Agreement:

- (i) "Qualified Gross Revenues" shall mean all revenue received by the School from the State or any political subdivision, county, agency, department, or bureau of the State pursuant to the Constitution of the State of Ohio, the Ohio Revised Code, the Ohio Administrative Code, and/or any other state or local law whether on a per-student basis or otherwise, including, without limitation and for example only, casino and school facility funding. Qualified Gross Revenues do not include student fees, charitable contributions, proceeds from fundraisers, interest income PTA/PTO income, and/or Supplemental Revenues.
- (ii) "Supplemental Revenues" shall mean all amounts received under Federal Title Programs and such other federal, state, and local government funding designated to compensate the School for or assist the School in the education of its students and other miscellaneous revenue received, including but not limited to lunch program revenues and grants from any person or organization other than the federal, state or local government.
- (iii) "School Expenses" shall mean the usual and customary, expenses incurred directly by the School, which must be reasonable, including but not limited to routine auditor's fees, routine Fiscal Officer fees, routine attorney's fees, legal notice fees, insurance premiums, board stipends, and other miscellaneous fees such as membership dues etc. School Expenses do not include extraordinary expenses and/or any expenses that could not be reasonably foreseen by both parties at the time of this Agreement.
- (iv) "School Revenues" shall mean the School's share of Qualified Gross Revenues as provided in (b) below, plus all amounts received by the School which are not considered Qualified Gross Revenues or Supplemental Revenues

b. Payment of Sponsor Fee, Payment of Continuing Fee, Retention of School Revenues. Beginning July 1, 2024 and thereafter; each month, except as otherwise provided herein, the School shall distribute the Qualified Gross Revenue it receives as follows: (1) to the Sponsor the amount equal to three percent (3%), or such other percentage as required by the then effective Sponsor Contract ("Sponsor Fee"); (2) an amount equal to ninety-four and one half percent (94.5%) of the Qualified Gross Revenues to the Company as a management, consulting, and operation fee (the "Continuing Fee") subject to the reduction of the Continuing Fee by: a) an amount equal to the cost of the Fiscal Officer, which amount may shall be reasonably consistent with market costs for similar services at similar schools in Ohio; and (3) the remainder of the Qualified Gross Revenues not distributed according to (1) and (2), above, shall be retained by the School as School Revenues, except where the School owes a Reconciled Continuing Fee Payable, in which case the Reconciled Continuing Fee Payable shall be deducted and the remainder shall be retained by the School as School Revenues.

c. Reconciling Fees. Each month after each receipt of Qualified Gross Revenues but before payment of the Continuing Fee, the School shall pay first from School Revenues received to date and attributable to the then current fiscal year, monthly Board stipends and invoices for School Expenses relating to the current fiscal year which are then on-hand. In the event that School Revenues received to date and attributable to the then current fiscal year are insufficient to pay that fiscal year's Board stipends and invoices for that fiscal year's School Expenses then on-hand, the amount of such insufficiency shall be withheld from the Continuing Fee and the Fiscal Officer shall, after paying the Sponsor Fee, pay any such School Expenses first before paying the Continuing Fee, shall enter upon the School's books a Reconciled Continuing Fee Payable equal to the amount so withheld from the Continuing Fee, and shall provide the Company with a detailed listing of all School Expenses paid for that fiscal year, copies of applicable invoices and proof of payment thereof on a monthly basis or as otherwise requested by the Company so long as any Reconciled Continuing Fee Payable remains unpaid. Periodically, as and when the Fiscal Officer determines in its reasonable discretion that sufficient funds are available, School Revenues received to date and attributable to the then current fiscal year shall be used to reduce the Reconciled Continuing Fee Payable for that fiscal year to the greatest extent possible. The School must pay in full any outstanding Reconciled Continuing Fee Payable before using School Revenues received to date and attributable to the then current fiscal year to make any payment of expenses that do not constitute School Expenses. Following the end of each fiscal year, the Fiscal Officer shall update its determination of the Qualified Gross Revenues, Continuing Fee, School Revenues and School Expenses for that fiscal year, in each instance computed on an accrual basis, to reflect and include any post fiscal year-end receipts and adjustments made to Qualified Gross Revenues, Continuing Fees, School Revenues and School Expenses for that fiscal year, such as FTE or other adjustments, with additional payment made toward the applicable Reconciled Continuing Fee Payable to the extent possible or additional withholdings from the Continuing Fee as necessary. Any Reconciled Continuing Fee Payable remaining unpaid at the end of the following fiscal year may be forgiven by operation of this Agreement at the sole discretion of the Company, and any additional income or expense relating to that fiscal year which are received after such recalculation shall be included in the income and expenses for the following fiscal year for purposes of this Agreement. The parties agree that any Reconciled Continuing Fee Payable will be separately reported for each fiscal year.

d. Payment of Supplemental Revenues. 100% of all Supplemental Revenues shall be paid to the Company by the School.



e. Payment of Costs. Except as otherwise provided in this Agreement, all costs incurred in providing the educational program at the School shall be paid by the Company. Such costs shall include, but shall not be limited to, compensation of all personnel, curriculum materials, textbooks, library books, computer and other equipment, software, supplies, facility payments, maintenance, and capital improvements.

f. Tagging Property Owned or Leased by the School. In making purchases or leasing property on behalf of the School, the Company shall comply with all applicable laws. The Company shall be responsible for the placement of tags identifying proper Board ownership in compliance with the Board's Fixed Asset Policy. No property owned by the School may be disposed of without the consent of the Board. The Company shall maintain records regarding the ownership of its property used in School operations. Any property located at the School, for which no tags or proof of ownership exists, is deemed to belong to the School.

g. Timing of Payments. All Continuing Fees payable hereunder shall, at the Company's option be made via electronic funds transfer within three (3) business days after receipt of Qualified Gross Revenues, subject to the withholding of portions of the Continuing Fee pursuant to (c) above. Title funds, other grant funds and any other Supplemental Revenues which are funded on a reimbursement basis shall be payable to the Company upon a reimbursement basis. Any Supplemental Revenues not funded on a reimbursement basis shall be paid to the Company not less than three (3) business days after receipt. The School shall cooperate with the Company to set up and establish necessary accounts and procedures such that the School may automatically transfer the funds received from the State when such funds are immediately available in the School's accounts.

#### 11. School Personnel

a. Personnel. The Company shall be responsible for providing adequate staffing and administration. The Company shall determine staffing levels at the School in consultation with the Board and shall select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the Sponsor Contract, and federal and State law. The School shall not solicit the Company's employees for employment with the School or any other Schools with overlapping Board members during the period that they are employed at the Company or for up to twelve (12) months after the employee leaves the employment of the Company. The Company shall ensure that all employees who will be working at the School will have undergone the required criminal background checks and that none have disqualifying offenses.

12. Insurance. All insurance policies described herein shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced, in coverage or limits, except upon 30 days' prior written notice to the policy holder. Upon request, the Company shall furnish School certified copies of the insurance policies or else Certificates of Insurance that demonstrate compliance with this Agreement.

a. Liability Insurance. The Company shall secure and maintain insurance covering its liability arising out of its performance of its duties under this Agreement, and provide coverage to the School, at levels of coverage that in conformity with the Sponsor Contract but that are not less than:

- (i) Workers' Compensation insurance pursuant to the requirements of the State of Ohio and with Statutory primary coverage and at least one million dollars (\$1,000,000) of Employer's Liability coverage; and
- (ii) Crime/Employee Dishonesty insurance with limits of at least five hundred thousand dollars (\$500,000); and
- (iii) Professional Errors & Omissions insurance with limits of at least one million dollars (\$1,000,000); and
- (iv) Umbrella liability coverage of five million dollars (\$5,000,000) in excess of the primary commercial general liability, automobile liability and employer's liability insurance policies.
- (v) Professional liability and management liability for the Board, Professional Liability and Management Liability Insurance for Schools with limits of at least one million dollars (\$1,000,000).

b. Coordination of Risk Management. The Parties shall coordinate risk management with one another. This will include the prompt reporting of any pending or threatened claim, the timely filing of notices of claim, cooperating fully with one another in the defense of any claim to the extent the Parties' interests are not divergent.

13. Termination

a. Termination by the School. The School may terminate this Agreement in the event (i) the Sponsor Contract is terminated or non-renewed, or (ii) the Company materially breaches this Agreement or causes a material breach of the Sponsor Contract and either: (A) the Company does not cure said material breach within 60 days of its receipt of written notice from the School, or (B) if the breach cannot be reasonably cured within thirty (60) days, the Company does not promptly undertake and continue efforts to attempt 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 School.

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 or debts 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, and (A) the School does not cure said material breach within thirty (30) days of its receipt of written notice from the Company, or (B) 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; (iii) 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. Notice of termination shall be delivered by the Company to



the School within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

c. Obligation to Continue Performance. In the event that the School or the Company elects to terminate this Agreement for any of the aforementioned reasons, except for failure to pay, and the School continues to pay the Company the fees due the Company pursuant to "Fees" Section herein, then the Company shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current academic year.

14. Duties Upon Termination.

a. Upon termination of this Agreement for any reason whatsoever, the School shall promptly return to the Company any materials containing the educational program, the Company's methods of instruction or operation and, subject to paragraph (b) below, all Company real and personal property, and shall cease use of any Company logos or insignias. Any personal property paid for with School funds, belongs to the School. The Company 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. Unless agreed to in writing by the Company, for a period not to exceed one (1) year, the School shall not attempt to contract directly with any employees vendors, or contractors of the Company located in the State of Ohio that provided services to the School. This Section shall survive any expiration or termination of this Agreement.

b. Upon termination of this Agreement for any reason, the School shall have the right at its sole option, exercisable by written notice to the Company delivered within thirty (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 the Company 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 the Company. The Company acknowledges that when the Company purchases furniture, computers, software, equipment, or other personal property for use in the operation of the School with state funds that were paid to the Company by the School as payment for services rendered, such property is property of the School and is not property of the Company in accordance with Ohio Revised Code 3314.0210.

15. 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.

16. 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, or a nationally recognized overnight carrier, addressed as follows:

If to the Company, to:

With a copy to:

Adam Schira  
Dickinson Wright PLLC  
180 East Broad Street, Ste. 3400  
Columbus, Ohio 43214  
Telephone: 614-744-2932  
Email: Aschira@dickinsonwright.com

If to the School, to:

Career Prep Virtual High School

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Attn: Board President

With copy to:  
Amy Goodson, Esq.  
Amy Goodson Co., LLC  
288 S. Munroe Road  
Tallmadge, Ohio 44278  
Telephone: (330) 962-6776  
Email: amy@amygoodsonlaw.com

17. 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.

18. 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.

19. 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.

20. Assignment; Binding Agreement, Change of Ownership. Neither Party shall assign this Agreement without the written consent of the other Party; provided however, the Company may



assign this Agreement to a subsidiary or affiliated entity of FusionEd LLC or LS Ohio LLC without School's consent. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

21. 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 and elsewhere. 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.

22. 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 registered to do business in 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 the financial ability to perform all of its duties and obligations under this Agreement.

d. By entering into this Agreement, the Company is not in violation of any other agreement, legal or regulatory obligation.

23. 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 once a fully executed Sponsor Contract has been effectuated 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.

c. Other than full execution of its Sponsor Contract, the School 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. By entering into this Agreement, the School is not in violation of any other agreement, legal or regulatory obligation.

24. Arbitration.

a. In the event of any dispute between the Parties hereto, the Parties may attempt to settle said dispute through voluntary mediation at the agreement of both Parties. In the event that mediation is not agreed to or is unsuccessful, 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 the State of Ohio, County of Franklin.

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

c. As soon as the discovery is concluded, but in any event within thirty (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 that 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.

25. 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.

26. Contingency. This Agreement is contingent upon being approved by the School's sponsor pursuant to the School's Sponsor Contract.

27. Entire Agreement. This Agreement and any Appendices and Exhibits hereto shall constitute the full and complete agreement between the Parties. All prior representations, understandings and agreements are merged herein and are superseded by this Agreement.

*[Signature on Following Page]*

**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:**

DocuSigned by:  
† Cary Jennings  
D0F63D10886642B...

Its: Board President

**COMPANY:**

Its:

**SCHOOL:**

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Its: \_\_\_\_\_

**COMPANY:**

DocuSigned by:

*Bryce Johnson*

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R Bryce Johnson, Chief Operating Officer

Its: \_\_\_\_\_



## RELATIONSHIP AGREEMENT

THIS RELATIONSHIP AGREEMENT ("Agreement") is dated effective as of July 1, 2024, (the "Effective Date"), between Responsive Education Solutions, a Texas nonprofit corporation, ("RES") and Career Prep Virtual High School, LLC, a Nevada corporation, ("CPLLC"); CPLLC and RES collectively, the "Parties," and each individually, a "Party."

### RECITALS

- A. WHEREAS, RES is knowledgeable and experienced in operating and promoting web-based distance learning programs; and
- B. WHEREAS, CPLLC has obtained a management agreement for a DOPR Virtual Charter School, and successfully operates, a number of charter schools in the State of Ohio, and desires to partner with RES to establish a technology-enabled school program serving the needs of students in grades nine through twelve, located in the geographic boundaries in which CPLLC has approval to operate charter schools, both currently and in the future, to be known as "Career Prep Virtual High School," alternatively referred to as "CP Virtual" ("CPV"). CPV will be a rigorous, comprehensive school program, providing students with a high-quality program that meets and exceeds all state regulations governing virtual schooling (the "Program"); and
- C. WHEREAS, CPLLC and RES desire to develop a relationship, utilizing the strengths of each Party in the operation of the Program to expand CPLLC's reach to the students living in the geographic boundaries in which CPLLC has approval to operate charter schools. CPLLC wishes to engage RES to provide certain services and products that will enhance the Program's operation as described in this Agreement; and

NOW THEREFORE, in consideration of the foregoing premises, of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### AGREEMENT

#### 1. General Services and Operations

##### 1.1. General Services: Engagement and Appointment

CPLLC hereby engages RES to provide, and RES agrees to provide certain Services (as defined hereafter in Section 1.2) to the Program, including services related to the operation and promotion of the Program during the Term (as defined hereafter in Section 9.1). In performing its services pursuant to this

Agreement, the Parties acknowledge and agree that RES is an independent contractor and not an instrumentality of CPLLC within the meaning of Ohio law.

1.2. Authority and Duties of RES

- 1.2.1. RES shall provide the services and products described in Exhibit A (the "Services"), which is attached hereto and incorporated herein for all purposes.
- 1.2.2. Subject to the limitations set forth herein, RES shall perform all Services in accordance with all requirements and activities as set forth in all federal, state, and local laws and regulations relating to the operation of the Program, including, but not limited to, Ohio law, including all laws and regulations applicable to CPV or CPLLC relating to the Services provided by RES under this Agreement. ("Applicable Law").
- 1.2.3. The Program shall consist of two sub-programs: a College Prep Program and an Alternative Program. These programs are described in Exhibit A.
- 1.2.4. RES reserves the right to subcontract any and all aspects of the Services it provides to the Program. RES's right to subcontract its Services under this Agreement shall not relieve RES of its obligations to perform any such subcontracted Services, and any such subcontractors shall be subject to all terms and conditions of this Agreement.
- 1.2.5. All contracts, subcontracts and other agreements entered into by RES in connection with the Services that shall be provided by RES under this Agreement shall be entered into by RES, on its own behalf and under its own name, and RES shall be solely responsible for all obligations thereunder, it being understood by the Parties that the Program is an instrumentality of CPLLC pursuant to Ohio law, and is not a separate legal entity which RES has authority to bind or obligate. RES and CPLLC shall have no authority to bind the other except as otherwise expressly stated in this Agreement.

1.3. Authority and Duties of CPLLC: Cooperation with RES

CPLLC shall have the specific duties and obligations set forth in Exhibit A. CPLLC shall take reasonable actions, and shall execute and deliver all agreements, documents, or instruments reasonably necessary to enable RES to perform its duties and obligations hereunder.



1.4. Public Statements

The Parties shall coordinate with one another on all public statements regarding the Program, their contractual relationship as set forth in this Agreement, and the performance by either of them of their respective obligations hereunder.

Notwithstanding the foregoing, RES may make periodic modifications and updates to the Program website and related materials without the consent of CPLLC as it relates to normal and routine updates, and in compliance with existing Ohio law, but shall modify or remove any such statements in the event CPLLC or CPV reasonably believe information located on the Program website is inaccurate, does not comply with state or federal law or guidance.

2. Revenues and Compensation

2.1. Program Revenues and Shares

Except as otherwise provided in this Agreement, "Program Revenues" will consist of all funding, including special program funding received by CPV, which includes Qualified Revenue and Grant Revenue, and excludes Non-Qualified Revenue, each defined below, pursuant or related to the school year in which the Program is offered, for each student enrolled in the Program, noting, however, that the Ohio Department of Education and Workforce may adjust such amounts after the end of an applicable school year.

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

"Grant Revenue" shall mean all revenue received as a result of any application submitted by or on behalf of CPV or any funding agreement reached by or on behalf of the CPV including but not limited to Title I and other Title Funds, National School Lunch Program, Medicaid, Start-Up Grant, and other grants which are governed by use agreements that restrict the use of such funds to specified programs, facilities, professional development, transportation, or other specified needs of CPV and prohibit the use of such funds for general purposes of CPV.

"Non-Qualified Revenue" shall mean charitable contributions, fees charged to students, as and to the extent permitted by law, proceeds from fundraisers, lunch

revenue received from students who are not eligible for a free lunch, and any miscellaneous revenue received that is not Qualified Revenue or Grant Revenue.

**2.1.1. RES Program Revenue Share:**

- 2.1.1.1. RES will receive from CPLLC, via its management agreement with CPV, 85% of all Program Revenues associated with all students enrolled in the Program.**
- 2.1.1.2. In each school year, all disbursements owed to RES shall be due from CPLLC within thirty (30) days following the end of each month. Adjustments to the payment schedule may be made with agreement by both parties in writing.**
- 2.1.1.3. The Parties understand and agree that adjustments in Program Revenues may be necessary and occur due to changes in state and federal appropriations, if any. The Parties understand and agree that the payment made to RES will be adjusted to reflect any such adjustment(s), whether as an increase or reduction in the Program Revenues. If an adjustment is made by the state at the end of a school year that results in a reduction in Program Revenues for the Program during that school year, RES agrees to reimburse CPLLC, for such funds already received by RES, within forty-five (45) business days of receipt of written notice from CPLLC. If an adjustment is made by the state at the end of a school year that results in an increase in Program Revenues for the Program during that school year, CPLLC agrees to disperse the additional funds due to RES within forty-five (45) days of receipt of such funds by CPLLC.**



## 2.2. Assumptions of Risk

The Parties each specifically recognize and assume the risk that the Program Revenue share arrangement described in Section 2.1 above may not allow the Party to operate profitably, nor to fully cover its costs of providing its required services and obligations to the operation of the Program under this Agreement during any given period.

## 3. Books, Records, and Reports

### 3.1. Reports Required by Applicable Law

CPLLC shall retain responsibility for all filings required as the operator of CPV, which holds the Program's state authorization. RES shall, in a timely and diligent manner, assist CPLLC in the preparation of all filings required of CPLLC and/or CPV by Applicable Law or CPV's sponsor to be prepared and/or filed in connection with the operation of the Program, including, but not limited to, any reports or filings required by any local, state, or federal law in connection with licensing, unemployment insurance, workers' compensation insurance, disability benefits, FICA, withholding taxes, state audit requirements of CPV or CPLLC, state retirement programs (the State Teachers Retirement System of Ohio and School Employees Retirement System of Ohio), and other similar reports or returns now in effect or hereinafter imposed.

### 3.2. Program Reports

#### 3.2.1. Revenue Report

CPLLC shall provide to RES, on a monthly basis and within thirty (30) days of the end of each month, a report of Program Revenues per student. RES will provide reasonable assistance to CPLLC, as requested, in the collection and distribution of data within RES's control that is required for creation of such reports.

#### 3.2.2. Standardized Test Report

CPLLC shall provide to RES, within 30 (thirty) days after the release of results, a report indicating the individual test performance of each and every student in the Program who took the state authorized standardized test.

### 3.3. Audits

Each Party will cooperate with and give reasonable assistance to any independent public accountant retained by the other Party at such other Party's own expense to examine the reports or statements required to be prepared under this Section 3, and any records that form the basis for the Program Revenues as

described in Section 2.1. In the event that the specific Program Revenue item(s) being audited in a report or statement is erroneous, miscalculated, or otherwise inconsistent with the amount determined from such audit, and the discrepancy



benefits the Party initiating the audit \$10,000.00 or more and the discrepancy was caused by the audited Party, the audited Party shall promptly pay the full cost of such audit, together with any amounts determined to be due and owing as a result of such audit. Notwithstanding the foregoing, nothing contained herein shall entitle the Parties (or any other person or entity) to audit or otherwise have access to each other's respective financial statements or other financial information or records relating to either Party or its operations except as required by Ohio law, the Ohio Department of Education and Workforce or any other state or federal agency, CPV's sponsor, or other Applicable Law.

#### 4. Personnel and Training

##### 4.1. Administrative Personnel Responsibility

In furtherance of RES's obligations under Section 1 hereof, and subject to Applicable Law, RES will have the responsibility of determining staffing levels for the Program. Subject to applicable law, RES shall make personnel decisions for the Program's administrative and teaching positions described in Section 4, including, but not limited to, making determinations regarding hiring, dismissal, discipline, and assistance with supervision of such personnel.

##### 4.2. Campus Director ("CD")

RES will employ a CD to monitor the performance of the Program's administrations. All salaries and benefits paid and inuring to the CD shall be the responsibility of RES. The CD will have supervisory authority over all RES teachers and RES administrative, instructional, and support staff under Sections 4.3 and 4.4 below.

##### 4.3. Instructional Team

RES will be responsible for employing, at its expense, the instructional teams for the Program, including Teachers, Learning Facilitators, Learning Mentors, and any other instructional staff deemed necessary by RES. Staff may be responsible for working on a full-time, part-time, or contract basis. Each managing instructor or teacher assigned to the Program must be highly-qualified, and have undergone a criminal background check, unprofessional conduct check, and any other qualifying and/or certifying check required under Applicable Law. Upon request, RES will provide CPLLC with documentary evidence of compliance with this Section 4.3, subject to any confidentiality requirements of Applicable Law.

##### 4.4. Additional Administrative Staff

RES will employ and determine the employment terms for additional administrative and support staff as it may require to support and operate the

Program (which may include but is not limited to teachers' aides, clerical staff, administrative assistants, bookkeepers, and maintenance personnel) and to perform its obligations hereunder.

4.5. Special Education Services

RES will employ or contract and will determine the employment terms for all certified personnel providing special education services to the Program and will be solely responsible for retaining all related-services providers for students in the Program and for providing all assistive technology, specialized courseware, and instructional accommodations. The Parties will work together, on a case-by-case basis, to resolve all special education needs, and RES will provide RES employees as may be reasonably required and requested by CPLLC to attend staff meetings, due process hearings, and as otherwise necessary to meet state and federal special education requirements.

4.6. Training

RES will provide in its instructional methods, curriculum, educational programs, and support technology to Program instructional personnel of CPLLC and RES, and any applicable contractors on an as-needed basis. RES shall be responsible for ensuring that all teachers have necessary in-service training with respect to all pertinent requirements of Applicable Law. Non-instructional personnel will receive such training as RES determines to be reasonable and necessary under the circumstances and according to applicable law.

4.7. Background Check and Fingerprinting

All personnel, whether employees of CPLLC or RES, who work at or with the Program, shall undergo a criminal background check and submit to fingerprinting as required by Applicable Law prior to beginning service with the Program. CPLLC and RES shall each bear the expense of such for their respective employees. To the extent permitted by Applicable Law, RES will provide CPLLC with the documentation that CPLLC needs to fulfill its obligations with respect to criminal background checks required for personnel working at or for the Program.

5. Compliance with Laws

Each of the Parties agree that it shall comply in all material respects with all Applicable Law. CPLLC and RES shall cooperate in taking all actions necessary or appropriate to ensure such compliance by RES and the Program. In furtherance of, and without limiting the foregoing, each Party shall, as requested by the other, and to the extent of that Party's knowledge, advise the other regarding Applicable Law. The Parties further understand and agree that, notwithstanding such exchanges of information, each has



access to its own legal counsel and other advisors, and nothing herein is to be as an agreement to provide legal or other professional advice or counsel.

6. Intellectual Property; Confidentiality; Marketing

6.1. Intellectual Property and Developments

- 6.1.1. Proprietary Materials. CPLLC acknowledges and agrees that RES has the right to license (or sublicense as the case may be) certain intellectual property rights and interests in and to RES and its affiliates' (and respective licensor's) intellectual property, including but not limited to curriculum, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, Program name, website design and domain numbers and names including those registered by RES and/or for RES, its affiliates and the Program and other materials created for the Program, and curricular materials and any and all customizations and derivative works thereof (collectively, "RES Proprietary Materials"). CPLLC further acknowledges and agrees that: (i) it has no intellectual property interest or claims in the RES Proprietary Materials or any customizations and derivative works thereof or any other materials created for use in connection with the RES Proprietary Materials, (ii) it has no right to use the RES Proprietary Materials unless expressly agreed to herein by RES, and (iii) RES and its affiliates (and respective licensors as the case may be) own all intellectual property rights in and to the RES Proprietary Materials.
- 6.1.2. Sub-License of RES Proprietary Materials. RES hereby grants CPLLC a royalty-free, non-exclusive, non-transferable sub-license, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use and distribute the RES Proprietary Materials solely in connection with the Program operations as contemplated in this Agreement. Notwithstanding the foregoing, CPLLC shall not: (i) or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the RES Proprietary Materials, (ii) sublicense any rights under this Agreement without the advance written approval of RES, which approval may be withheld by RES in its sole discretion, or (iii) frame any website owned by RES. Upon the termination of such license, CPLLC will cease use of the RES Proprietary Materials, and will return all RES Proprietary Materials to RES promptly, including those in the possession of the Board and CPLLC employees participating in the Program.
- 6.1.3. Rights of Proprietary Marks. CPLLC acknowledges and agrees that, as between CPLLC and RES, RES (and its applicable affiliates) owns and

shall maintain all intellectual property rights, title and interest, including any goodwill, in and to RES and its affiliates' trademarks, service marks, trade dress and trade names including the Program name(s), Program logo(s) and related marks and trade dress and the RES mark, RES (& Design) and as may be featured in Exhibit B (collectively, "RES Proprietary Marks"). CPLLC further acknowledges and agrees that it has no intellectual property interest or claims in the RES Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the RES Proprietary Marks and has no right to use the RES Proprietary Marks except in the limited capacity as set forth in Section 6. I .4 or unless expressly agreed to in writing in advance by RES, which agreement RES may withhold in its sole discretion. RES acknowledges and agrees that, as between CPLLC and RES, CPLLC (and its applicable affiliates) owns and shall maintain all intellectual rights, title and interest, including any goodwill, in and to CPLLC and its affiliates' trademarks, service marks, trade dress and trade names and related marks and trade dress and as may be featured in Exhibit B (collectively, "CPLLC Proprietary Marks"). RES further acknowledges and agrees that it has no intellectual property interest or claims in the CPLLC Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the CPLLC Proprietary Marks and has no right to use the CPLLC Proprietary Marks except in the limited capacity as set forth in Section 6. I .4 or unless expressly agreed to in writing in advance by CPLLC, which agreement CPLLC may withhold in its sole discretion.

- 6.1.4. Sub-License of Proprietary Marks. RES hereby grants CPLLC a royalty-free, non-exclusive, non-transferable sublicense, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use the RES Proprietary Marks relating to the Program solely in connection with the operations of Program as contemplated in this Agreement Notwithstanding the foregoing, CPLLC will not be permitted to sublicense any rights under this Agreement without the advance written approval of RES, which approval may be withheld by RES in its sole discretion. Upon the termination of such license, CPLLC will cease use of the RES Proprietary Marks. CPLLC hereby grants RES a royalty-free, non-exclusive, non-transferable sublicense, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use the CPLLC Proprietary Marks relating to the Program solely in connection with the operations of Program as contemplated in this Agreement. Notwithstanding the foregoing, RES will not be permitted to sublicense any rights under this Agreement without the advance written approval of CPLLC, which approval may be

withheld by CPLLC in its sole discretion. Upon the termination of such license, RES will cease use of the CPLLC Proprietary Marks.

- 6.1.5. Limitations on Use of RES Proprietary Materials and RES and CPLLC Proprietary Marks by CPLLC. CPLLC will use the RES Proprietary Materials and the RES Proprietary Marks only as provided in this Agreement. Notwithstanding the foregoing license rights, CPLLC also agrees not to not alter, copy, disassemble, reverse engineer or modify the RES Proprietary Materials and/or the RES Proprietary Marks in any way, nor will CPLLC act or permit action in any way that would impair the rights of RES in them. CPLLC's authorized use will not create any right, title, or interest in or to the RES Proprietary Materials or the RES Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the foregoing. RES will have the right to monitor the quality of CPLLC's use of the RES Proprietary Materials and the RES Proprietary Marks, and CPLLC will RES promptly in writing of any known infringement thereof and of any use of RES's intellectual property (including the RES Proprietary Materials, and/or the RES Proprietary Marks) by an unauthorized party, other than set forth or contemplated by this Agreement, of which CPLLC becomes aware. RES and CPLLC agree to reasonably assist each other in pursuing measures to prevent further use of RES's intellectual property by said unauthorized party. Any references to or use of the RES Proprietary Materials or the RES Proprietary Marks by CPLLC will contain the appropriate trademark, copyright or other legal notice provided from time to time by RES and will be subject to additional trademark usage standards developed by RES and modified from time to time by RES with advance notice in writing. Moreover, to the extent CPLLC has established any rights, title or interest in the RES Proprietary Materials or RES Proprietary Marks, CPLLC hereby and transfers to RES, its successors and all of CPLLC's right, title and interest in and to such intellectual property, together with the goodwill of the business symbolized by any of the RES Proprietary Marks and the right to sue and collect damages and/or profits for past infringements of such marks. RES will use the CPLLC Proprietary Marks only as provided in this Agreement. Notwithstanding the foregoing license rights, RES also agrees not to not alter, copy, disassemble, reverse engineer or modify the CPLLC Proprietary Marks in any way, nor will RES act or permit action in any way that would impair the rights of CPLLC in them. RES's authorized use will not create any right, title, or interest in or to the CPLLC Proprietary Marks, any customizations and derivative works thereof or any other materials created for use in connection with the foregoing. CPLLC will have the right to monitor the quality of RES's use of the CPLLC Proprietary Marks, and RES will



notify CPLLC promptly in writing of any known infringement thereof and of any use of CPLLC' Proprietary Marks by an unauthorized party, other than set forth or contemplated by this Agreement, of which RES becomes aware. RES and CPLLC agree to reasonably assist each other in pursuing measures to prevent further use of CPLLC' Proprietary Marks by said unauthorized party. Any references to or use of the RES Proprietary Marks by RES will contain the appropriate trademark, copyright or other legal notice provided from time to time by CPLLC and will be subject to additional trademark usage standards developed by CPLLC and modified from time to time by CPLLC with advance notice in writing. Moreover, to the extent RES has established any rights, title or interest in the CPLLC Proprietary Marks, RES hereby assigns and transfers to CPLLC, its successors and assigns, all of RES's right, title and interest in and to such intellectual property, together with the goodwill of the business symbolized by any of the CPLLC Proprietary Marks and the right to sue and collect damages and/or profits for past infringements of such marks.

- 6.1.6. Publicity/Press Release. RES may use CPLLC's name and Program references in a listing of new, representative, or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. CPLLC may use RES's name and Program references in a listing of new, representative, or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. The Parties may agree to cooperate in joint marketing activities or in issuing a joint press at the request of either of them, subject to prior written consent and approval of the form and substance of both CPLLC and RES.

## 6.2. Confidentiality

- 6.2.1. The Parties agree, to the extent permitted by law, to keep strictly confidential all confidential or proprietary information about or belonging to a Party (including without limitation any works, work product or related information) to which the other Party gains or has access to by virtue of the Parties' relationship. Except as disclosure may be required to obtain the advice of professionals or consultants or as may be required by applicable law, each Party shall use its best efforts to ensure that such information is not disclosed to any other third person or entity without the prior written consent of the other Party. The Parties further acknowledge and agree that RES, in fulfilling its duties and responsibilities under this Agreement, shall maintain all records and shall make such records publicly available as may be required by applicable law. Further, in its operation of the Program, RES

acknowledges state and federal requirements regarding the confidentiality of student information and agrees to strictly adhere to such requirements.

### 6.3. Marketing Plan

The marketing and promotion of the Program shall be the responsibility of RES; provided, however, that the Parties will work in collaboration as specified in and subject to a marketing plan for each school year. RES shall entertain comments and concerns related to the proposed marketing plan.

## 7. Insurance

### 7.1. Insurance by RES and CPLLC

At all times during the Term, the Parties shall place and maintain, at their own expense, the following insurance coverage:

- 7.1.1. Comprehensive commercial general liability coverage in an amount of \$1 million per occurrence, and of \$3 million in the aggregate for personal injury and property damage.
- 7.1.2. With respect to either Party's personnel employed by or assigned to the Program, appropriate workers' compensation insurance as required by the laws of the State of Texas and/or Ohio, as applicable, and employer's liability insurance in an amount not less than \$1 million per occurrence.

### 7.2. Parties Insured and Amounts of Coverage

- 7.2.1. Any comprehensive commercial general liability policy maintained by RES or by CPLLC under Section 7.1 with respect to the operation of the Program and this Agreement shall:
  - 7.2.1.1. Include RES and CPLLC as additional insureds thereunder, as their interests may appear; provided, however, that each Party's insurance shall be primary and non-contributing except to the proportionate extent of their third party liability under Section 10 below; and
  - 7.2.1.2. Include a provision that such policy shall not be canceled or materially altered or amended without at least 30 days' prior written notice to each insured named therein, and notwithstanding any act or negligence of such insured that otherwise might result in forfeiture of said insurance; and

7.2.1.3. Include a provision that such insurance shall not be invalidated by any act or negligence of RES or CPLLC.

7.2.2. Each Party shall furnish such evidence of insurance coverage as may be reasonably requested by the other from time to time.

## 8. Representations and Warranties of the Parties

8.1. Each of the Parties represents and warrants that it has the full power and authority to enter into and perform its obligations under this Agreement, and that this Agreement constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with the terms hereof.

8.2. Each Party and its employees, contractors, agents, and representatives shall provide all of the services described in this Agreement in a professional manner and in accordance with industry standards.

8.3. Each Party and its employees, contractors, agents, and representatives shall, at all times, comply with Applicable Law, and be duly licensed and otherwise authorized to provide the services specified in this Agreement.

8.4. Each Party's provision of services described in this Agreement does not and will not infringe or violate any legal or equitable right of any third parties, including but not limited to any contract right or intellectual property rights.

## 9. Term and Termination

### 9.1. Term of Agreement

RES's Services, as described in this Agreement, shall commence on the Effective Date and shall continue, unless earlier terminated as provided in this Agreement, through **June 30, 2027** (the "Initial Term"). This Agreement shall automatically renew for successive three-year periods (the "Renewal Term") unless either Party delivers written notice of intent not to renew this Agreement to the other Party no later than March 1 in the year of the Initial Term or applicable Renewal Term, or this Agreement is otherwise terminated earlier as provided herein (each a "Renewal Term"; together with the Initial Term (the "Term")).



9.2. Right to Terminate Upon Event of Default

If, at any time during the Term, any of the events set forth in this Section 9.2 ("Event of Default") occurs and continues beyond the applicable grace period, the non-defaulting Party may, at its option, terminate this Agreement by giving notice to the other Party specifying (according to the requirements under Section 9.5 of this Agreement), an effective date, not earlier than 30 days after the giving of such notice, when the Agreement terminates. Each of the following shall constitute an Event of Default:

CPLLC or RES files a voluntary petition in bankruptcy under Title II of the United States Bankruptcy Code; or an order for relief is issued against CPLLC or RES under Title II of the United States Bankruptcy Code; or CPLLC or RES files any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under present or future federal, state, or other law or regulation relating to bankruptcy, insolvency, or other relief for debtors; or seeks or consents to, or acquiesces in the appointment of any custodian, receiver, conservator, or liquidator of CPLLC or RES, or of all or any substantial part of the Program; or makes any general assignment for the benefit of creditors; or CPLLC or RES files generally to pay its debts, as such debts become due; or gives notice to any governmental body of insolvency or pending insolvency, or suspension of operations; or a court of competent jurisdiction enters an order, judgment, or decree approving a petition filed against CPLLC or RES, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or other law or regulation relating to bankruptcy, insolvency, or other relief for debtors, which order, judgment, or decree remains in effect (not stayed or vacated) for an aggregate of 60 days (whether or not consecutive) from the date of entry thereof; or any custodian, trustee, receiver, conservator, or liquidator is appointed with respect to CPLLC or RES, or of all or any substantial part of the Program, without the consent or acquiescence of CPLLC, which appointment remains in effect (not vacated or stayed) for an aggregate of 60 days whether or not consecutive; or

RES or CPLLC breaches any material term of this Agreement not otherwise specifically addressed in this Section 9, and such breach is not cured within 30 days following written notice thereof from the non-defaulting Party; except that an Event of Default (other than due to a breach or default under Section 6.2) does not exist if the breach or default is susceptible to cure, curing the or default is not possible within the 30-day period, and the defaulting Party commences to cure the breach or default within the cure period, and thereafter proceeds,

diligently and in good faith, to complete the cure within 120 days after written notice.

9.3. Additional Right to Terminate by RES and/or CPLLC

If there shall occur any change in Applicable Law, source or amount of Program Revenues, or government policy applicable to the Program that has a material adverse effect on the economic benefits of this Agreement to either Party, then the Party suffering such material adverse effect may request renegotiation of this Agreement in writing. Such renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within 30 days after such notice, then this Agreement may be terminated upon delivery of written notice by the materially adversely affected Party.

Upon any adverse state action against CPLLC by the State of Ohio to suspend, place on probation, revoke, or non-renew CPLLC's charter or CPLLC's participation in the Program, RES may, at its option, terminate this Agreement with written notice to CPLLC within thirty (30) days of such action, provided that such state action, or the pendency of such action, prevents RES from fulfilling its obligations under this Agreement.

9.4. Additional Rights to Terminate by RES

If CPLLC fails to pay RES any amount payable to RES under this Agreement, or any other agreements relating hereto, within thirty (45) days of written notice of such late payment, RES may, at its option, terminate this Agreement by giving written notice to CPLLC.

9.5. Effective Date of Termination

Notwithstanding anything in this Section 9 to the contrary, the Parties shall make reasonable good faith efforts to ensure that any termination of this Agreement shall be effective at the end of the last day of instruction during the Program academic year during which the pertinent breach and failure to cure occurs, unless earlier termination is necessary: (i) to protect the health, welfare, or safety of Program students; or (ii) to protect RES from non-payment of any sums due and owing to RES; or (iii) is in conflict with another provision of this Agreement or Applicable Law.

10. Indemnification and Limitation on Liability

10.1. Indemnification of CPLLC

RES agrees, subject to the other terms and conditions of this Section 10, to indemnify, defend, and hold CPLLC and its officers, directors, agents,

employees, successors, and permitted assigns harmless from and against any and all liabilities, damages, claims, causes of actions, lawsuits, proceedings, settlements, judgments, demands, fines, penalties, losses, costs, and expenses (including without limitation, reasonable attorneys' fees and expenses at arbitration, trial, or any appeal) related to claims of third parties (collectively "Losses") caused by: (i) RES's breach of any provision of this Agreement, or (ii) any negligent or willful act or omission of RES or its employees, contractors, or agents in connection with the performance of Services under this Agreement; except to the extent related to or resulting from acts of fraud, negligence, willful misconduct, or acts in breach of this Agreement on the part of CPLLC or its officers, agents, contractors, and employees. The obligations set forth in this Section 10.1 will survive any termination of this Agreement.

10.2. Indemnification of RES

To the extent permitted and subject to any limitations contained in Ohio law, CPLLC agrees, subject to the other terms and conditions of this Section 10, to indemnify, defend, and hold RES, its parents, subsidiaries, and other affiliates, and their respective officers, directors, shareholders, members, agents, employees, successors, and permitted assigns from and against any and all losses caused by: (i) any challenge to the charter authorization pursuant to which the Program is operated, (ii) CPLLC's breach of any provision of this Agreement, or (iii) any negligent or willful act or omission of CPLLC or its employees, contractors, or agents; except to the extent related to or resulting from acts of fraud, negligence, willful misconduct, or acts in breach of this Agreement on the part of RES and its officers, directors, shareholders, members, agents, contractors and employees. The obligations set forth in this Section 10.2 will survive any termination of this Agreement.

10.3. Indemnification Procedure

Any Party entitled to indemnification under this Section 10 (each an "Indemnified Party") agrees to give the Party required to indemnify such Party hereunder (each an "Indemnifying Party") prompt written notice of any claim, assertion, event, or proceeding by or in respect of a third party of which the Indemnified Party has knowledge concerning any loss as to which it may request indemnification hereunder. The Indemnifying Party shall have the right to direct, through counsel of its own choosing, the defense or settlement of any such claim or proceeding at its own expense. If the Indemnifying Party elects to assume the defense of any such claim or proceeding, the Indemnified Party may participate in such defense, but in such case the expenses of the Indemnified Party shall be paid by the Indemnified Party. If the Indemnifying Party shall fail to defend in a timely manner or, if after commencing or undertaking any such defense, shall fail to prosecute, or shall withdraw from such defense, the



Indemnified Party shall have the right to undertake the defense or settlement thereof, at the Indemnifying Party's expense. If the Indemnified Party assumes the defense of any such claim or proceeding pursuant to this Section 10.3, and proposes to settle such claim or proceeding prior to final judgment thereon, or to forego any appeal with respect then the Indemnified Party shall give the Indemnifying Party prompt written notice thereof, and the Indemnifying Party shall have the right to participate in the settlement or assume or reassume the defense of such claim or proceeding. Notwithstanding anything contained in this Section 10 to the contrary, the Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), agree to a settlement of any such claim or proceeding.

10.4. Limitation of Liability

EXCEPT FOR EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER SECTION 10.1 AND 10.2, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, TREBLE, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, IRRESPECTIVE OF WHETHER A PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES ARE BASED ON A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

11. Miscellaneous

11.1. Notices and Approvals

All notices, requests, approvals, demands, and other communications required or permitted to be given under this Agreement must be in writing and may be: (i) delivered in person; (ii) sent by certified mail, postage prepaid, with return receipt requested, to the last known address of the person; (iii) delivered by a nationally recognized private courier; or (iv) dispatched by facsimile transmission (accompanied with reasonable evidence of receipts of transmission). Personal delivery shall be effective when accomplished. Mailed notices shall be deemed delivered five (5) days after mailing. Couriered notices shall be deemed delivered on the date that the courier warrants delivery will occur. Faxed notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment, or acknowledged by the addressee or its office, or as the Party to whom the notice is sent has designated in accordance with the provisions of this section. All notices, requests, approvals, demands, and other communications shall be sent to:

If to RES:

Chief Operating Officer Responsive  
Education Solutions 1301 Waters  
Ridge Drive Lewisville, Texas  
75057

With a copy to:

General Counsel  
Responsive Education Solutions  
1301 Waters Ridge Drive  
Lewisville, Texas 75057

If to CPLLC:

Chief Operating Officer  
FusionED, LLC  
1900 E. Dublin Granville Rd.  
Columbus, OH 43229

With a copy to:

Dickinson Wright PLLC  
Attn: Adam Schira, Esq.

180 E. Broad St. STE 3400  
Columbus, OH 43215

Each Party is entitled to revise its addressee(s) by notice to the other Party.

#### 11.2. Captions

The captions to the sections of this Agreement are for convenience of reference only and in no way define, limit, describe, or affect the scope or intent of any part of this Agreement.

11.3. Severability of Provisions

If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

11.4. Modifications and Waiver

No failure by either Party to insist on the strict performance of any covenant, agreement, term, or condition of this Agreement, or to exercise any right or remedy consequent on the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition of this Agreement, and no breach thereof shall be waived, altered, or modified except in a writing signed by the Party against whom enforcement of such waiver, modification, or alteration is sought. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect.

11.5. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and their respective affiliates with respect to the subject matter hereof and thereof. There are no promises, terms, conditions, obligations, or warranties other than those contained in this Agreement or in any confidentiality agreement executed by the Parties. This Agreement supersedes all prior communications, representations, or agreements, verbal or written, among the Parties relating to the subject matter hereof.

11.6. Further Assurances

Each Party agrees, at the request of the other Party, to promptly execute and deliver any and all further agreements, documents, instruments, releases, assignments, and consents, and promptly to take and forbear from all such action, as may be reasonably necessary or appropriate, in order more effectively to confirm or to carry out the provisions of this Agreement.

11.7. Force Majeure



Any delays in performance of any obligation of either Party under this Agreement shall be excused to the extent that such delays may be caused by war, national emergency, natural disaster, strikes, labor disputes, utility failure, governmental regulations, riots, adverse weather or other acts of God, and any other similar causes not within such Party's control.

11.8. Governing Law and Mandatory Forum Selection

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas applicable to contacts made and to be wholly performed within Texas by persons domiciled in Texas, without giving effect to principles of conflicts of laws. Venue for any action, suit, or other proceeding relating to this Agreement shall lie exclusively in the federal or state courts that have jurisdiction in Denton County, Texas, and the parties irrevocably consent to the exclusive jurisdiction of those courts.

11.9. Survival Following Termination

The provisions of 2 (with respect to any unpaid reimbursable expenses, and Program Revenues, which Program Revenues shall accrue on a pro rata basis during the applicable school Year), 3.2, 6.1, 6.2, 8, 9, 10 and 11 shall survive the expiration or early termination of this Agreement.

11.10. Relationship of the Parties: No Fiduciary Duty

11.10.1. The relationship of RES to CPLLC shall be that of an independent contractor and all acts performed by RES pursuant to this Agreement shall be as an independent contractor. RES and CPLLC are not joint venturers or partners with respect to the Program, and nothing contained in this Agreement shall be construed as a partnership, joint venture, or similar relationship between the Parties.

11.10.2. CPLLC acknowledges and agrees that RES will owe CPLLC no fiduciary duties, and that RES is in the business of, among other things, operating and promoting web-based distance learning programs and cyber charter programs, both for its own account and for the account of others. RES acknowledges and agrees that CPLLC will owe RES no fiduciary duties, and that CPLLC is receiving services from RES, an independent contractor, to facilitate operation and implementation of the Program.

11.10.3. The Parties hereby expressly acknowledge and agree that the Parties and their affiliates may continue to engage in such activities, and may in the future engage in the same or other businesses or activities (whether or not such businesses or activities may directly or indirectly compete with

the activities of the Parties and/or the Program). Such activities shall not in any way be regarded as a breach of any representation, warranty, covenant, agreement, or duty of the Parties.

11.11. Assignment: Delegation

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Notwithstanding the foregoing, neither Party may assign this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided that a Party may assign this Agreement without the other Party's consent if: (i) the assignee is an affiliate of the Party by or under common control with the Party; (ii) the assignee is formed by any merger, consolidation, or reorganization of the Party; or (iii) the assignee is a corporation or other entity that acquires all or substantially all of the businesses and assets of the Party, and the assignment is not otherwise in conflict with this Agreement or Applicable Law.

11.12. Third Parties

None of the rights or obligations hereunder of either Party shall run to or be enforceable by any person other than a Party to this Agreement, or by a Party deriving rights hereunder as the result of an assignment permitted pursuant to the terms hereof.

11.13. Enforcement and Dispute Resolution

- 11.13.1. In the event of a dispute between the Parties arising under or relating to this Agreement, the Parties will attempt to resolve such dispute in good faith as set forth in this Section 11.13, Within five (5) business days after either Party provides written notice of its desire to initiate the dispute resolution procedures set forth in this Section 11.13, a representative of each Party will begin discussions to resolve such dispute and shall work together in good faith to resolve such dispute. If such dispute is not within ten (10) business days after such initial notice, then either Party may escalate such dispute upon written notice. Within three (3) business days after such escalation notice, an executive of RES designated by RES, and an executive of CPLLC, will begin discussions to resolve such dispute and shall work together in good faith to resolve such dispute. If such dispute is not resolved within ten (10) business days after such further escalation notice, then either Party may request non-binding mediation upon written notice. If both Parties agree to mediation, the Parties will convene within a reasonable time with a professional mediator mutually agreed upon by the Parties.

Representatives of the Parties will make reasonable efforts to attend meetings and participate in telephone conferences or video conferences as reasonably requested by either Party. If the dispute is not resolved within twenty (20) business days after the first convening with a mediator as described above, either Party may declare an impasse, which will conclude the mediation process. Unless either Party reasonably believes that the continuation of the dispute resolution procedures set forth in this Section 11.13 would be futile, neither Party may initiate or pursue any legal proceeding relating to a dispute arising under or relating to this Agreement until the Parties have completed the dispute resolution procedures set forth in this Section 11.13; provided that nothing in this Section 11.13 shall prohibit either Party from seeking or obtaining an order for injunctive relief. Except as otherwise set forth herein, the dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following: (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures; and (ii) the relevant dispute is not resolved within the time periods provided under herein. Each Party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section 11.13, except that the Parties will share equally any fees payable to a professional mediator.

- 11.13.2. Notwithstanding Section 11.13(a), either Party, upon determination at its sole discretion that the delay occasioned by the above procedure would cause it to suffer irreparable harm, may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth in 11.13(a). The decision of a Party not to seek judicial relief during the pendency of the above-described dispute resolution procedures will not create any inference respecting the presence or absence of irreparable harm.

11.14. Public Announcements

Except as permitted under Sections 1.4 and 6.1.6 hereof, and this Section 11.15, neither Party shall make any public disclosure or publicity release pertaining to the existence of this Agreement or of the subject matter contained herein without the consent of the other Party; provided, however, that each Party shall be permitted to make such specific disclosures to the public or to governmental agencies as its counsel shall deem necessary to maintain compliance with, and to prevent violation of Applicable Law, in which case the Party making the release, announcement, or communication shall provide the information contained therein to the other Party in advance or contemporaneously with its disclosure.

11.15. Counterparts; Facsimile

This Agreement, and all agreements, documents, and instruments related hereto, may be executed in one or more counterparts, each of which, when executed, shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement, and any agreements, documents, or instruments to be executed and delivered in connection herewith, by facsimile transmission shall be as effective as delivery of a manually signed counterpart hereof or thereof.

11.16. Agreement for Continuing Negotiations

Both Parties agree to act in an honest and diligent manner to enter into “good faith” negotiations for the purpose of amending this agreement to address terms which have not been fully resolved.



IN WITNESS WHEREOF, the Parties have duly executed and delivered this MANAGEMENT AGREEMENT as of the Effective Date.

Responsive Education Solutions:

Officer

CFO

Date

5/13/24

Address: 1301 Waters Ridge Drive  
Lewisville, Texas 75057

FusionED:

Officer

Date

Address:

IN WITNESS WHEREOF, the Parties have duly executed and delivered this  
MANAGEMENT AGREEMENT as of the Effective Date.

Responsive Education Solutions:

Officer

Date

Address: 1301 Waters Ridge Drive  
Lewisville, Texas 75057

FusionED:

 5.13.24  
\_\_\_\_\_  
Chief Executive Officer Date

Address:

1462 Brittain Road  
Akron, Ohio 44310

## **EXHIBIT A**

### **DUTIES OF RES AND CPLLC**

For and during the Term of this Agreement and upon approval of CPLLC as provided herein, RES shall provide the Educational Services, Administrative Services, Support Services, Operations Services, Technology Services, Student Recruiting Activities, Software Services, and Additional Reporting Services, defined below (collectively, the "Services") in support of the Program and consistent with the Program's mission, vision, and educational philosophy in accordance with Applicable Law and this Agreement.

#### *Duties and Responsibilities.*

CPLLC acknowledges and agrees that RES, in its provision of the Services, will define various policies related to the operation of the Program. Upon adoption, RES will recommend procedures consistent with the policies adopted by CPLLC; and CPLLC or its designee will adopt Program procedures in compliance with Applicable Law relating to the Program. CPLLC shall retain ultimate responsibility for adopting Program policies in compliance with Applicable Law. CPLLC agrees to provide RES with written copies of all adopted policies and procedures related to the Program, and CPLLC agrees to RES promptly in writing of any proposed changes, and to provide RES with updated copies of all policies and procedures.

- A. RES will provide the following Services to the Program:

#### **Educational Services.**

RES recognizes its obligation to comply with Applicable Law and charter regarding curricula and assessments and all other matters covered herein and to conform its performance under this Agreement with the terms of all applicable Ohio regulations, except to the extent expressly waived by the Ohio Department of Education and Workforce.

During the Term, RES will (except as otherwise specified below) provide or cause to be provided at its expense to the Program, the following educational services ("Educational Services"):

- a. Curriculum. RES will provide all necessary online curricula for the Program, including standards-aligned online courses and related materials for all core and elective courses necessary for a comprehensive Program curriculum. Core courses must be based on the Bright Thinker or proprietary Founders curriculum, unless otherwise agreed to in writing by CPLLC. Additional courses and supplementary materials may be included, as necessary to deliver the complete Program.
- b. Instruction. RES will provide instruction for all Program courses. The Program will consist of two sub-programs, as described below. All RES instructors will be

highly-qualified, and/or licensed by the state of Ohio, as required by law.

i. Online Program.

RES will provide and make available to prospective students a mastery-based, credit-recovery program designed to be effective for students in challenging circumstances, such as, students at-risk of dropping out or who have already dropped out of the school system, or students looking for an accelerated path to graduation. The program will be based on the existing Premier High School instructional curriculum, methods and culture, which includes the utilization of Bright Thinker curriculum and related systems.

ii. Educational Technology.

RES will provide all of the technology required for delivery of the Program curriculum, including the learning management system necessary for delivery of instructional materials to students, the tools to facilitate instructional team and student communications, and reporting capabilities.

iii. Instructor Training.

RES will provide teacher training on how best to teach the Program online curriculum. Such training will also provide guidance to teachers on the technology and interactive tools that will be used to provide instruction to Program students.

iv. State-mandated Testing.

RES and CPLLC will coordinate administration of state-mandated tests.

The Educational Services will be provided in accordance with the educational goals, curriculum, methods of student assessment, admissions policy, Program calendar, and age and grade range of students to be enrolled in the Program. Such Educational Services shall be subject to legal review, and modified as necessary to conform to Applicable Law. Material changes to Educational Services will be reviewed and approved by CPLLC in writing.



### Special Education

In cooperation with CPLLC, RES will establish special education protocols that will govern the manner in which Special Education Services are provided. RES will employ, and will determine the employment terms for all personnel providing special education services to the Program, unless otherwise agreed upon with CPLLC in writing. RES will have the sole authority and responsibility to select, hire, dismiss, discipline, and supervise any personnel providing special education services. The Parties will work together, on a case-by-case basis, to resolve all special education needs outside of mutually established protocols. CPLLC will be responsible for special education expenses that exceed state and federal special education funding received by students in the Program. RES will submit to CPLLC invoices for services rendered with supporting documentation for payment if expenses exceed state and federal special education funding received by students in the Program. Invoices will be submitted by RES to CPLLC on a monthly basis.

### Administrative Services.

During the Term, RES will provide or cause to be provided to the Program the following administrative services ("Administrative Services"):

- a. Personnel Management. RES will be responsible for the employment of all RES personnel and/or contractors providing Services to the Program.
- b. Business and Technology Support. RES will provide all required administrative, technology, and day-to-day academic operations of the Program, including:
  - i. consulting and liaison services with CPLLC, the State of Ohio, and other government agencies and offices;
  - ii. drafting of handbooks, manuals, and procedures;
  - iii. technical support for students, parents, and teachers related to both computers and associated software used by the Program; and
  - iv. coordinating and supporting any responses required of CPLLC to any state reporting systems.

### Support Services

During the Term, RES will provide or cause to be provided to the Program the following support services ("Support Services"):

- a. Technical Support. RES will provide technical support to Program teachers and Program students during business hours via telephone and email. RES will have the responsibility to respond to and resolve technical issues raised by Program operations that conform to the agreed upon technology use agreement. RES is not required to address technology issues that result from acts that do not comply with the technology use agreement. Examples of technology issues that result from non-compliant acts include, but are not limited to, computers broken by students, or computers that are rendered malfunctioning because students install unapproved applications on the computer. The technology use agreement will specify additional costs that may be charged for the remedy of such noncompliant acts. CPLLC will have no responsibility for any such issues that do not relate directly to CPLLC's internal technical operations.
- b. Non-Technical Support. RES will provide teacher and student support during business hours for non-technical issues that arise from operation of the Program.

### Operations Services

During the Term, RES will provide, or cause to be provided at its expense to the Program the following operations services ("Operations Services"):

- a. Student Technology Logistics. RES will be responsible for the negotiation, contacting, distribution, leasing or purchase, and return, as necessary, of computers for Program students.
- b. Learning Management System Operations. RES will be responsible for the creation, dissemination, and ongoing operations of a learning management system, log in, and password accounts for teachers, administrators, and students.

### Technology Services

During the Term, RES will provide, at its expense to the Program, the following technology services ("Technology Services"):

- a. Data Analysis. RES will provide all necessary monitoring and analysis of data for operations of the Program as determined by RES.

- b. Staff Technology Training. RES will provide all necessary and appropriate technology systems for staff, students, and teachers in the Program as determined by RES.
- c. CPLLC/RES Data Interface. RES will be responsible for providing the data necessary from the Program for state and federal reporting, as well as for other regulatory agencies, as required. The data will be provided in a mutually agreed upon format.
- d. Website Creation and Maintenance. RES will be responsible for creating, maintaining, and enhancing the Program website. Features of the website will include community and interactive tools, as well as links to information as required by Ohio Law.
- e. Technology Systems Management. RES will provide operations and error troubleshooting of all Program technology systems, other than those systems that are under the control and operation of CPLLC.

#### Student Recruitment and Marketing

During the Term, RES will be responsible at its expense for all student recruiting and Program marketing activities ("Student Recruiting Activities"):

- a. Recruiting and Marketing Activities. RES will provide student communications; open house and orientation planning and administration, public relations planning and implementation; media planning and, if appropriate, purchasing; community and family outreach; and any other appropriate recruiting and marketing activities.
- b. CPLLC/RES Collaboration. RES will be responsible for all costs associated with these activities, other than the minimal costs incurred by CPLLC for review of proposed activities.
- c. Student Recruiting Activities Focus. The Parties will work together to ensure that Student Recruiting Activities will be designed to minimize any conflict with existing CPLLC marketing activities. The focus of recruiting efforts will be Ohio students who wish to pursue a full-time, online learning program.
- d. Student Application Processing. As part of the Student Recruiting Activities, RES will collect all information necessary to allow a student to be enrolled in the Program. RES will also collect all necessary documents and enter students into its enrollment system. RES will perform a preliminary transcript review and make initial course enrollment suggestions as part of the student application processing.

### Software Development and Licensing

During the Term, RES will provide, or cause to be provided at its expense to the Program, the following software development and licensing services ("Software Services"):

- a. Courseware. RES will provide all courseware necessary to create and maintain the Program curriculum.
- b. Program Website. RES will provide all software necessary for the creation and maintenance of the Program website.
- c. State-Standards Alignment. RES will align Program courseware to Ohio state standards, and will provide ongoing state alignments.
- d. Updated Curriculum. RES will periodically provide additional courses to the Program curriculum to enhance and broaden the Program's offerings.
- e. Updated Technology. As determined by RES, RES will provide new and improved technology systems to improve the management and operations of the Program.

### Reporting and Record Keeping

During the Term, RES will provide, or cause to be provided at its expense to the Program, the following additional reporting services ("Additional Reporting Services"):

- a. Student Performance Reporting. RES will provide periodic reports to CPLLC detailing the academic performance and attendance of Program students and other relevant developments in service areas of the Program for which RES has responsibility pursuant to this Agreement.
- b. Budgeting and Financial Reporting. In order to comply with Applicable Law and the terms of this Agreement, RES will assist CPLLC, as requested, in preparation of the CPV annual budget, and will provide financial reporting services to CPLLC, as required by CPLLC, and deemed appropriate by the Parties given the size of the then current Program.
- c. Operational Records and Reporting. RES shall be responsible for maintaining complete and accurate records pertaining to the operations of the Program (including but not limited to student, attendance, academic, and financial records) separately from any other non-Program records of RES. Such records shall be stored in a physical location within the State of Ohio, except that any records stored electronically shall be stored in accordance with Applicable



Law. Such records shall be maintained in accordance with Section 3 of this Agreement, and other Applicable Law. RES shall ensure that such records are accessible to CPLLC and to the ODEW upon request. The Parties understand that any such records are government documents for all purposes, and subject to the Ohio Public Records Law, the Family Educational Rights and Privacy Act ("FERPA"), and other Applicable Laws, and the Parties agree to maintain and utilize such records in compliance with Applicable Law.

#### Student Discipline

- a. Policy Development. RES, in cooperation with CPLLC, will develop all disciplinary policies related to Program students, except for those policies that are described in the technology use agreement.
- b. RES Support. RES will support all such actions, and will assist, if requested, in the creation and maintenance of all policies and procedures related to disciplinary matters.

B. CPLLC will provide the following services to the Program:

CPLLC liaison: CPLLC will designate and assign a CPLLC employee to serve as a liaison to RES.

#### Funding Requirements

CPLLC will fulfill all of the obligations necessary, including execution of required forms, to facilitate funding of the Program, including through management of all fiscal reporting and federal grant management. As described above, RES will support such activities as needed.

#### State/Federal Mandated Testing

CPLLC will coordinate administration of state-mandated tests. In all circumstances, CPLLC shall be responsible for the administration and monitoring of student testing, including providing personnel for this purpose during student testing sessions

#### Other Responsibilities

CPLLC will fulfill responsibilities not expressly required of RES under this Agreement or Applicable Law but otherwise required to be fulfilled by CPLLC as a contractor to ODEW.

### Retention of Certain Duties and Responsibilities by CPLLC

Notwithstanding any other provision of this Agreement and/or RES's advisory and management obligations, CPLLC shall have final authority to perform any of the following administrative, operational, management, or policy-making functions:

- a. final authority to hear or decide employee grievances of CPLLC employees, citizen complaints, or parental concerns;
- b. final authority to adopt or amend the budget of the charter holder or the Program, or to authorize the expenditure or obligation of state funds or the use of public property so long as this authority does not affect the Program Revenues and compensation terms of this Agreement;
- c. final authority to direct the disposition or safekeeping of public records; except as specifically delegated to RES under this Agreement or required to be retained by RES by Applicable Law, but subject to CPLLC's superior right of immediate access to, control over, and possession of such records;
- d. final authority to adopt policies governing Program operations;
- e. final authority to approve audit reports;
- f. final authority to approve reports or data submissions required by Applicable Law.