

CERTIFICATION OF RESOLUTION
FOR
APPROVAL OF SECOND AMENDMENT TO MANAGEMENT AGREEMENT

Clarksburg Classical Academy, Inc.
(A West Virginia Non-Profit Corporation)

The Governing Board (the "Board") of Clarksburg Classical Academy, Inc. (the "School" and the "Corporation"), a non-profit corporation organized under the laws of the State of West Virginia hereby resolves as follows:

IT IS HEREBY RESOLVED that the Board of Directors approves the Second Amendment to the Management Agreement with Accel Schools East, LLC. The Second Amendment to the Agreement is attached hereto and incorporated herein as if restated in its entirety.

IT IS FURTHER RESOLVED that the President of the Board or any authorized signatory is authorized and directed to execute on behalf of the Corporation the Second Amendment to the Management Agreement.

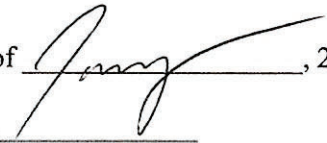
APPROVAL AND ADOPTION OF RESOLUTION

Motion to Approve the Second Amendment to the Management Agreement with Accel Schools East, LLC (without / with)

amendment(s), made by Sigley
seconded by Fink.

Board Member <i>Name</i>	AYE	NAY	OTHER <i>(Abstain, Not Present, etc.)</i>
Katelyn Fink	✓		
Douglas Peters	✓		
Christopher Sigley	✓		
Ashely Wildman			
Christopher Walker	✓		

Duly adopted on this 15th day of January, 2025.


Christopher Walker (Jan 15, 2025 19:05 EST)

*Christopher Walker, President
Clarksburg Classical Academy*

SECOND AMENDMENT TO MANAGEMENT AGREEMENT

THIS SECOND AMENDMENT TO MANAGEMENT AGREEMENT (this "**Second Amendment**") is entered into effective as of December 20, 2024 (the "**Effective Date**"), by and between Accel Schools East LLC, a Delaware limited liability company ("**Manager**") and Clarksburg Classical Academy, Inc. (the "**Company**"), a West Virginia non-profit corporation (collectively referred to as the "**Parties**").

WITNESSETH:

WHEREAS, the Parties entered into a Management Agreement with Effective Date of May 23, 2024 (the "**Management Agreement**") and the First Amendment to Management Agreement with Effective Date of July 11, 2024 (the "**First Amendment**") and, together with the Management Agreement, the "**Agreement**"); and

WHEREAS, the Parties desire to clarify that the Company maintains autonomy over all personnel decisions; no Charter School Program ("**CSP**") funds (or Federal discretionary grant funds) will be included in the calculation of the Management Fee to Manager; and that the Board will affirmatively vote to renew the Management Agreement with the Manager.

WHEREAS, the Parties desire to modify the Agreement as set forth herein.

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

1. Modification of Section 2.2 of the Management Agreement. Section 2.2 of the Management Agreement shall be deleted in its entirety and replaced with the following:

At least eighteen (18) months prior to the conclusion of the Initial Term and each Renewal Term (defined below) thereafter, the Parties shall meet in good faith to determine whether they would like to renew the Agreement and if so, the length of the new term. If the Parties both desire to renew the Agreement, during the next Board meeting, the Board shall affirmatively vote to renew the Agreement. Each new term after the Initial Term is a "**Renewal Term**".

2. Modification of Section 4.1(a) of the Management Agreement. The second sentence of Section 4.1(a) of the Management Agreement shall be deleted in its entirety and replaced with the following:

Notwithstanding the foregoing, the Management Fee calculation shall not include Charter School Program ("**CSP**") funds, federal discretionary grant funds, free and reduced lunch revenues, charitable contributions, transportation funding, or proceeds from fundraisers ("**Non-Qualified Gross Revenue**") which shall be retained entirely by the Company.

3. Modification of Section 6.1(c) of the Management Agreement. The last sentence of Section 6.1(c) of the Management Agreement shall be deleted in its entirety and replaced with the following:

When Company is the employer of direct hire personnel, Company shall maintain autonomy over all such direct hire personnel and Manager will provide the foregoing activities on behalf of the Company.

4. Entire Agreement. The Management Agreement, as amended by the First Amendment and this Second Amendment, contains all the agreements of the Parties hereto with respect to any matter covered or mentioned in the Management Agreement. No prior agreement, understanding, or representation pertaining to any such matter shall be effective for any purpose.

5. Counterparts. This Second Amendment may be executed electronically and/or in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6. Defined Terms. For all purposes of this Second Amendment, except as otherwise expressly provided or unless the context otherwise requires, capitalized terms used but not defined herein shall have the meanings assigned to them in the Management Agreement and First Amendment.

7. Conflict. Except as hereby amended, the Management Agreement and First Amendment shall remain unchanged and in full force and effect. If there is any conflict between the terms and provisions of the Management Agreement or the First Amendment and the terms and provisions of this Second Amendment, this Second Amendment shall control.

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


MANAGER:

SCHOOL:

ACCEL SCHOOLS EAST LLC

CLARKSBURG CLASSICAL ACADEMY, INC.

By: Signed by: Ron Packard
2CC4B9E0F900481...
Ron Packard

By: 
Christopher Walker (Jan 15, 2025 10:05 EST)

Name: _____

Name: Christopher Walker

Title: CEO and founder

Title: President

Date: 1/18/2025

Date: 15/01/25