

AFFILIATION AGREEMENT BETWEEN ESPIRITU AND THE CATHOLIC UNIVERSITY OF AMERICA

This Affiliation Agreement ("Agreement") is made and entered into as of the date of final signature hereto (the "Effective Date") by and between The Catholic University of America ("CUA"), a private Congressionally Chartered institute of higher education, with offices located at 620 Michigan Ave., NE, Washington, DC, 20064 and ESPIRITU Schools ("Espiritu") an Educational Institution with the legal address of 4848 South 2nd STREET, Phoenix, Arizona, USA. PCC and Espiritu may be referred to individually as a Party (the "Party") and collectively as the Parties (the "Parties") herein.

Recitals

In accordance with the MOU between CUA and Espiritu signed on October 9th, 2025, The Catholic University of America ("CUA") and Espiritu Schools ("Espiritu"), the Parties hereby affirm their partnership to expand higher education access throughout Maricopa County and the Southern Arizona region. The Parties agree to jointly promote undergraduate and graduate CUA degree programs to students in Business Management, and to collaborate on promoting any future development and expansion of additional CUA programs in Education, Humanities, Information Technology, and Cybersecurity as such offerings become available through CUA. This collaboration is effective as of the date of execution and shall serve as the framework for ongoing additional academic programming, student enrollment, and institutional cooperation between CUA and Espiritu.

WHEREAS, ESPIRITU Schools is a non-profit educational institution founded in Phoenix, Arizona, United States. Its mission is to form Virtue Based International Servant Leaders, in body, mind, and spirit. These leaders build spirit within their families and communities to Change the World.

WHEREAS, The Catholic University of America is a private institution of higher education. Established with the aim of fulfilling the university's genuine mission, it seeks to be a comprehensive Catholic and American institution of higher learning that advances the dialogue between faith and reason, discovers and imparts truth through excellence in teaching and research, and serves the Church, the nation, and the world.

WHEREAS, this agreement establishes the foundation for reciprocal cooperation and formalizes a collaborative relationship between the legal entity ESPIRITU Schools (“Espiritu”) and the Catholic University of America (“CUA”).

WHEREAS, this collaboration advances the respective institutional goals of the Parties and fosters innovation in academic and student service programs by creating opportunities in integral human development and formation in Virtuous Servant Leadership, specifically in the fields of business, administration, education, and social justice.

NOW, THEREFORE, in consideration of the foregoing as well as the mutual covenants contained in this Agreement, the Parties agree to the following terms and conditions.

Terms and Conditions

- A. Recitals:** The Parties acknowledge and agree that the above stated Recitals are true and correct and are hereby incorporated into these terms and conditions by this reference.
- B. Term:** The Term (the “Term”) of this Agreement shall begin on the Effective Date and shall remain in effect until January 1, 2030, unless either earlier extended or terminated pursuant to the language set forth in this Agreement.
- C. Termination:** This Agreement may be terminated by either Party at the end of any academic semester, without cause, upon giving the other Party ninety (90) calendar days’ prior written notice. In the event a Party is in material breach of any of its obligations under this Agreement, the non-breaching Party shall notify the Party in breach and the Party in breach shall have thirty (30) calendar days to cure such breach (the “Cure Period”), if the breach is capable of cure, and, if the Party in breach has not cured such breach within the Cure Period, then the non-breaching Party may terminate this Agreement upon giving the Party in breach a thirty (30) calendar day prior written notice of termination for cause.
- D. Responsibilities of Parties:**

Responsibilities of Catholic University of America

1. Offer concurrent enrollment opportunities for ESPIRITU high school students who qualify and participate in the designated CUA-Tucson programs. Qualified Espiritu high school students may enroll in college-level courses at CUA-Tucson for credit, outside of the state of Arizona's formal dual enrollment framework.

Key Clauses:

- Students register directly with CUA-Tucson.
 - Tuition and fees are generally paid by the student/family, not the charter, unless agreed upon by Espiritu.
 - CUA-Tucson provides faculty, curriculum, and transcripts.
 - No requirement for charter teachers to meet CUA-Tucson faculty credentialing.
 - Students must meet all CUA-Tucson admission, course, and credit requirements.
2. Offer a pipeline for preferred admissions to guarantee ESPIRITU graduates an admissions pathway into CUA-Tucson programs.

Key Clauses:

- CUA-Tucson agrees to admit graduates who meet minimum GPA/test/credit standards.
 - Priority access to applicable application review, advising appointments, and early orientation programs.
 - Joint marketing of the partnership to families and the community.
3. Continue to provide access to the Washington D.C. campus for the Academy of the Americas, specifically for week-long summer seminars.

Responsibilities of ESPIRITU

1. Assist in recruiting students for the Catholic University of America, with a primary focus on supporting the University location in Tucson, Arizona.
2. ESPIRITU provides academic support services, space for advising, and transcript requests for all ESPIRITU high school students who qualify and participate in the designated CUA-Tucson programs.

3. Organize monthly activities for CUA-Tucson students at ESPIRITU's campus or related properties in Phoenix, AZ. These activities will emphasize the integral human development of students in body, mind, and spirit.
4. Provide the staff and support services required to successfully conduct program needs. ESPIRITU may use qualified faculty for concurrent enrollment and faculty/staff for administrative and operational support to implement the partnership.
5. Offer the Academy of the Americas seminars featuring international leaders in the fields of business, religion/social justice, education, and politics to CUA students.
6. Offer and incorporate international Mary Town Espiritu partnerships and projects, in Latin America, Mexico, Caribbean, Europe, West Africa, East Africa, and India, in international work and study. These projects give CUA participants the opportunity to be leaders who provide a service within the global community, by implementing small and large projects.

Shared Commitments

Both entities agree to facilitate the provision of personnel, infrastructure, equipment, and necessary instruments for the effective execution of all activities and programs, as stipulated in the Specific Agreements.

Additionally, both parties commit to adhering to all applicable national technical and administrative regulations throughout the implementation of this Agreement.

E. Coordination Committee

A Coordination Committee shall be established as part of this Framework Agreement between both entities. The primary functions of this committee include regulating, implementing, executing, and evaluating all activities undertaken under each Specific Agreement. The committee will be composed of a total of four representatives: two appointed by the Legal Entity ESPIRITU and two appointed by the Catholic University of America. This balanced representation ensures that both entities are actively involved in overseeing the successful execution of all agreed-upon initiatives.

F. Modifications to the Agreement

Any adjustments, modifications, or extensions to the terms of this Agreement may be made through mutual agreement between the parties. Such changes shall be documented in addenda or other corresponding agreements, which will then become integral parts of this Agreement.

G. Financial Considerations

Neither party is obligated to incur any financial obligations on behalf of the other party as result of this Agreement. In addition, no payment, fees, or other financial exchanges will be required between parties because of this Agreement unless explicitly addressed in future addenda.

H. Resolution of Conflicts

In the event of any disagreements regarding the interpretation or execution of this Framework Agreement, both parties commit to resolving such issues in a coordinated manner. Representatives from each institution will participate in joint conferences and strive to reach harmonious solutions, guided by the principles of good faith and reciprocity that underpin this document.

I. Specific Agreements

This Agreement establishes the framework for subsequent Specific Agreements, which shall constitute integral components of this Agreement. All Specific Agreements shall remain within the limits and scope defined by this overarching document.

Within each Specific Agreement, the parties will define the precise benefits and obligations each is required to fulfill. In cases where financial benefits or economic considerations are involved, these must be approved by the Senior Management of each participating institution.

J. Non-exclusive

The Parties agree and recognize that this Agreement shall be nonexclusive and both Parties may engage in similar or same services with parties outside this Agreement.

K. Indemnification

To the extent permitted by law, each Party (if indemnifying, an "Indemnifying Party") shall indemnify, defend, and hold harmless the other Party, its agents, employees, officers, governing board, and affiliates from and against any and all damages, liabilities, claims (including, but not limited to, personal injury, death, data breach), cost (including court costs up through final appeal), and expense (including all expenses associated with litigation up through final appeal), but only to the extent arising out of or related to any act or omission by the Indemnifying Party, relating to this Agreement, including breach of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

The Catholic University of America

By:

H. Joseph Yost

Digitally signed by H. Joseph Yost
Date: 2025.12.04 16:48:52 -05'00'

Name: H. Joseph Yost

Title: Senior Vice Provost for Research

Date: December 4, 2025

Espiritu Schools

By:



Name: Anastacia Europa

Title: COO

Date: 12/5/2025