



THE  
**Intergenerational**  
S C H O O L S

## Intergenerational Schools

### Special Board Meeting

Published on April 3, 2024 at 5:13 PM EDT

---

#### Date and Time

Wednesday April 3, 2024 at 6:00 PM EDT

---

The Intergenerational School creates, connects, and guides a multigenerational community of lifelong learners and spirited citizens that strive for academic excellence.

---

#### Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>6:00 PM</b>
<b>A.</b> Record Attendance			1 m
<b>B.</b> Call the Meeting to Order			
<b>C.</b> Contracts and MOUs	Vote		2 m
<b>LIS: NEW:</b> Haley Bizub, Academic Assistant from March 11, 2024 - March 15, 2024, to implement the assigned literacy support program to students Not to exceed \$25 per hour or a total of \$925, budgeted expense.			
<b>NEW:</b> Nicole Lawrence: Academic Assistant from March 12, 2024 - May 31, 2024, to implement the assigned literacy support program to students. Payment of \$35 per hour not to exceed 18 hours per week, budgeted expense.			

	Purpose	Presenter	Time
<p><b>NWIS: RENEW:</b> Affiliation Agreement for Cleveland Clinic Foundation from July 1, 2024 - June 30, 2029 for 2 Cleveland Clinic residents to visit our schools for 1/2 day once per week for 9 months.. There is no cost to the school.</p> <p><b>NEW:</b> Ignite Ed for leadership consult, facilitated leadership conversations, and coaching, not to exceed \$2,000, budgeted expense.</p>			
<b>II.</b>	<b>Compensation Plan (HR, Finance, and Education Advisory Councils)</b>		<b>6:03 PM</b>
<p>A brief update on the process, feedback collected, and estimated expense for current staff, since the Feb 21st Board meeting approval of a new teacher starting salary scale (and applying that scale to current teachers), and recommendation to approve the guidelines for the teacher salary portion of the Compensation Plan (attached).</p>			
<b>A.</b>	Compensation Plan Guidelines for Teacher Salaries	Vote	Amy Cascio 10 m
<b>III.</b>	<b>Executive Session</b>		<b>6:13 PM</b>
<p>To consider the purchase of property or the sale of property by competitive bid.</p>			
<b>A.</b>	Discussion of LIS Lease	Discuss	30 m
<b>IV.</b>	<b>Consideration of Contract for Enrollment Marketing</b>		<b>6:43 PM</b>
<b>A.</b>	Grow Schools Contract	Vote	Sarah Alonso 10 m
<p><b>ALL--NEW--</b>Grow Schools--To provide targeted enrollment marketing services, increasing awareness and lead generation to drive student enrollment. This includes website updates, search engine optimization, assistance with social media, paid digital media ads, print designs, and content creation including stories, blogs, and email campaigns. Services are to begin April 5, 2024, and end November 15, 2024, and not to exceed \$130,000 (<b>TIS</b>-\$11,143 for FY24 &amp; \$14,857 for FY25, <b>NWIS</b>-\$11,143 for FY24 &amp; \$14,857 for FY 25, <b>LIS</b>-\$33,429 for FY24 &amp; \$44,571 for FY25). This is not a budgeted expense and is to be paid out of general funds.</p>			
<b>V.</b>	<b>Governance</b>		<b>6:53 PM</b>
<b>A.</b>	Discussion: Needed Skills and Recruitment	Discuss	Robert Nicolay 10 m
<b>VI.</b>	<b>Executive Session</b>		<b>7:03 PM</b>
<p>To consider the appointment, employment, dismissal, discipline, demotion, or compensation of a public employee or the investigation of complaints against an employee.</p>			

	Purpose	Presenter	Time
<b>A. CEO Metrics</b>	Discuss		15 m
<b>VII. Closing Items</b>			<b>7:18 PM</b>
<b>A. Adjourn Meeting</b>	Vote		
<b>VIII. Board Resolutions</b>			
<b>A. Board Resolutions for Schools</b>			

---

The Intergenerational School creates, connects, and guides a multigenerational community of lifelong learners and spirited citizens that strive for academic excellence.

# Coversheet

## Contracts and MOUs

**Section:** I. Opening Items  
**Item:** C. Contracts and MOUs  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Nicole Lawrence - reading intervention contractor.pdf  
Haley Bizub independent contract signed.pdf  
NWIS-Cleveland Clinic Foundation.pdf  
Ignite Ed\_Intergenerational School Contract\_FINAL\_03032024.docx



## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into this date, March 12, 2024 by and between Lakeshore Intergenerational School (LIS) hereinafter called LIS and Nicole Lawrence, of 27501 Forestview Ave., Euclid, OH 44132, hereinafter called the Academic Assistant.

LIS requires the service of an independent, qualified **Academic Assistant** to manage said programs and,

**WHEREAS, Academic Assistant** is deemed qualified to perform in this capacity and is interested in doing so.

### THE PARTIES AGREE TO AS FOLLOWS:

#### I. TERM

LIS shall engage Academic Assistant in the capacity set forth from March 12, 2024 through May 31, 2024, or until either party wishes to terminate this Independent Contractor agreement at any time with 10 business day notice.

#### II. PAYMENT

The Academic Assistant shall receive \$35/hour for their work with students for literacy support as assigned by the school principal or instructional coach in the hours of 8:00 am and 3:00 pm on Monday-Friday, not to exceed 4 hours per day or 18 hours per week, and anticipated to be between 12:00 pm and 3:00 pm, as well as Tuesdays from 3:30-4:30 pm, in order to support student schedules.

#### III. RESPONSIBILITY OF PARTIES

The parties herein intend that an independent contractor relationship will be created by this contract. LIS is interested in the conduct, control, and completion of the work as set forth in Section IV will lie solely with the Academic Assistant.

#### IV. ACADEMIC ASSISTANT RESPONSIBILITY

##### JOB'S PRIMARY DUTIES AND RESPONSIBILITIES

- Receive initial training from instructional coach (paid at \$35/hour, not to exceed 3 hours)
- Arrive timely and be ready to begin promptly at agreed upon start time
- Implement the assigned literacy support program to students

- Be flexible and ready to adjust plans to meet the needs of students
- Create strong relationships with students
- Provide a calm and understanding approach with students
- Check in with the principal and/or instructional coach, and ask questions as needed
- Track their time and submit invoices for approval and payment every two weeks

## **V. LIS RESPONSIBILITY**

A. Pay Academic Assistant within 30 days of completion of project.

## **VI. INDEPENDENT CONTRACTOR STATUS**

The status of the Academic Assistant shall be that of independent contractor and the Independent Contractor shall not be considered employees of the LIS and shall not be entitled to receive any fringe benefits associated with regular employment and shall not be subject to the provisions of LIS. The Academic Assistant shall be responsible for payment of all federal, state and local taxes associated with compensation received pursuant to this Agreement. LIS in no way controls, directs or has any direct responsibility for the actions of the Academic Assistant herein.

## **VII. NON-DISCRIMINATION**

The parties to this Agreement shall not discriminate against any individual in any way due to race, color, religion, sexual orientation, age, gender, handicap, or national origin. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

## **VIII. AMERICANS WITH DISABILITIES ACT**

The Academic Assistant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

## **IX. INDEMNIFICATION**

The Academic Assistant shall indemnify, defend, and hold harmless LIS, its officers, departments, divisions, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this Agreement which are attributed to any act or omission of the Academic Assistant, its agents, employees, or anyone acting under Academic Assistant's direction, control, or on Academic Assistant's behalf in connection with or incident to this Agreement.

## **X. ENTIRE AGREEMENT**

This agreement contains the entire contract between the parties and it may not be modified, amended, altered or extended except through a written amendment signed by all parties.

**IN WITNESS HEREOF**, the parties hereto have caused this Agreement to be executed as of the date first appearing above.

**Nicole Lawrence, Academic Assistant**

By:  Date: 3/14/24

Approved by LIS  
**Curtis Walker, Principal**

By:  \_\_\_\_\_ Date: 3/14/24



## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT entered into this date, March 5, 2024 by and between Lakeshore Intergenerational School (LIS) hereinafter called LIS and Haley Bizub hereinafter called the Academic Assistant.

LIS requires the service of an independent, qualified **Academic Assistant** to manage said programs and,

**WHEREAS, Academic Assistant** is deemed qualified to perform in this capacity and is interested in doing so.

### THE PARTIES AGREE TO AS FOLLOWS:

#### I. TERM

LIS shall engage Academic Assistant in the capacity set forth from March 11, 2024 through March 15, or until either party wishes to terminate this Independent Contractor agreement at any time with 10 business day notice.

#### II. PAYMENT

The Academic Assistant shall receive \$25/hour for their work with students for literacy support as assigned by the school principal or instructional coach in the hours of 8:00 am and 3:00 pm on Monday-Friday, March 11-15, (5 days), plus one (1) conversation of no more than two (2) hours, to support literacy planning and data collection, for a total payment not to exceed \$925.

#### III. RESPONSIBILITY OF PARTIES

The parties herein intend that an independent contractor relationship will be created by this contract. LIS is interested in the conduct, control, and completion of the work as set forth in Section IV will lie solely with the Academic Assistant.

#### IV. ACADEMIC ASSISTANT RESPONSIBILITY

##### JOB'S PRIMARY DUTIES AND RESPONSIBILITIES

- Arrive timely and be ready to begin promptly at 8:00am
- Implement the assigned literacy support program to students
- Be flexible and ready to adjust plans to meet the needs of students
- Create strong relationships with students
- Provide a calm and understanding approach with students



- Check in with the principal and/or instructional coach, and ask questions as needed

## **V. LIS RESPONSIBILITY**

- A. Pay Academic Assistant within 30 days of completion of project.

## **VI. INDEPENDENT CONTRACTOR STATUS**

The status of the Academic Assistant shall be that of independent contractor and the Independent Contractor shall not be considered employees of the LIS and shall not be entitled to receive any fringe benefits associated with regular employment and shall not be subject to the provisions of LIS. The Academic Assistant shall be responsible for payment of all federal, state and local taxes associated with compensation received pursuant to this Agreement. LIS in no way controls, directs or has any direct responsibility for the actions of the Academic Assistant herein.

## **VII. NON-DISCRIMINATION**

The parties to this Agreement shall not discriminate against any individual in any way due to race, color, religion, sexual orientation, age, gender, handicap, or national origin. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

## **VIII. AMERICANS WITH DISABILITIES ACT**

The Academic Assistant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 USC 12101-12213) and all applicable Federal Regulations under the Act including 28 CFR Parts 35 & 36.

## **IX. INDEMNIFICATION**

The Academic Assistant shall indemnify, defend, and hold harmless LIS, its officers, departments, divisions, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this Agreement which are attributed to any act or omission of the Academic Assistant, its agents, employees, or anyone acting under Academic Assistant's direction, control, or on Academic Assistant's behalf in connection with or incident to this Agreement.

## **X. ENTIRE AGREEMENT**

This agreement contains the entire contract between the parties and it may not be modified, amended, altered or extended except through a written amendment signed by all parties.

**IN WITNESS HEREOF**, the parties hereto have caused this Agreement to be executed as of the date first appearing above.

**Haley Bizub, Academic Assistant**

By: 

Date: 03/07/2024

Approved by LIS  
**Curtis Walker, Principal**

By: 

Date: 3/7/24

**THE CLEVELAND CLINIC FOUNDATION  
RESIDENCY EDUCATION PROGRAM  
AFFILIATION AGREEMENT**

This Affiliation Agreement (“Agreement”) between The Cleveland Clinic Foundation (“Sponsoring Institution”), an Ohio non-profit corporation having its principal place of business at 9500 Euclid Avenue, Cleveland, Ohio 44195, and The Intergenerational School (“Participating Institution”), a non – profit corporation having its principal place of business at 11327 Shaker Boulevard, Ste 200 E, Cleveland, Ohio 44104, sets forth the understanding of the parties with respect to residents from the Sponsoring Institution who are on affiliation at the Participating Institution for required rotations.

The mutual goals of the parties include optimum patient care, excellent graduate medical education and development of enhanced systems of health care delivery. The parties seek to achieve these goals through residency education training, in accordance with the terms and conditions set forth herein.

In consideration of the mutual covenants and promises herein contained, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. INSTITUTIONS

- a. Sponsoring Institution:                   The Cleveland Clinic Foundation  
  9500 Euclid Avenue  
  Cleveland, Ohio 44195  
  
  Medical Department: Children’s Institute  
  Residency Program: Child and Adolescent Psychiatry  
  Program Director: Molly Wimbiscus, M.D.
- b. Participating Institution:                The Intergenerational School  
  11327 Shaker Boulevard, Ste 200  
  Cleveland, Ohio 44104  
  Medical Department: School – based Clinical  
  Counseling Services  
  Rotation: Longitudinal School Mental Health Clinic  
  Supervisor: Brooke King

Sponsoring Institution and Participating Institution may change the Program Director and Supervisor, respectively. Any such change shall be effected by the party making the change providing written notice of the change to the other party pursuant to the Notice provision herein.

2. TERM:

- a. This Agreement is effective as of the 1<sup>st</sup> day of July, 2024 and unless earlier terminated as

set forth below, will continue until the 30<sup>th</sup> day of June, 2029.

- b. Termination: Either party may terminate this Agreement upon ninety (90) days prior written notice to the other party. Upon any such termination, the parties will use their best efforts to ensure that any residents then on affiliation be able to complete their rotation.

3. RESIDENT ON AFFILIATION:

<u>Graduate Level</u>	<u>No. of Residents</u>	<u>Length of Rotation</u>
PGY 1 <input type="checkbox"/>	_____	_____
PGY 2 <input type="checkbox"/>	_____	_____
PGY 3 <input type="checkbox"/>	_____	_____
PGY 4 <input type="checkbox"/>	_____	_____
PGY 5 <input checked="" type="checkbox"/>	2	½ day a week for 9 months
PGY 6 <input type="checkbox"/>	_____	_____

Maximum number of residents on affiliation at any given time: 2

4. ROTATION CONTENT AND SCHEDULE

The goals and objectives for this resident’s rotation shall be determined by the Program Director at the Sponsoring Institution, in conjunction with the Supervisor at the Participating Institution and appended hereto as Appendix A. In the event of a conflict between the terms of this Agreement and the terms of Appendix A, the terms of this Agreement shall control.

5. SUPERVISION AND EVALUATION OF RESIDENTS

- a. The Supervisor at the Participating Institution shall have administrative, educational and supervisory responsibility for the residents on affiliation at the Participating Institution.
- b. The Program Director at the Sponsoring Institution, however, maintains ultimate responsibility and authority for the quality of the educational program at the Participating Institution and the performance of the residents. Performance issues will be handled by the Program Director at the Sponsoring Institution according to the rules and regulations governing residents at the Sponsoring Institution.
- c. The Participating Institution will comply with the Residency Review Committee (RRC) Program Requirements and the Accreditation Council for Graduate Medical Education (ACGME) requirements regarding resident supervision and working environment including, but not limited to, duty hours and resident safety.
- d. At the completion of the rotation, the Supervisor at the Participating Institution shall formally evaluate the performance of each resident according to the Sponsoring

Institution's criteria. Likewise, each resident on affiliation shall be asked to formally evaluate the rotation and staff teaching at the Participating Institution.

6. ADMINISTRATIVE INFORMATION

- a. Prior to commencement of the rotation, all residents on affiliation must complete the Participating Institution's Application Form and provide any documentation and/or credentials that Participating Institution requires.
  - b. Residents on affiliation continue as employees of the Sponsoring Institution, under the conditions of their residency appointments. The Sponsoring Institution continues to be responsible for payment and provision of salary and benefits for the residents on affiliation at the Participating Institution, unless otherwise agreed in a separate document signed by both parties.
  - c. Residents on affiliation shall have access to educational facilities and support services at the Participating Institution including, but not limited to, the medical library, laboratories, medical records systems, on-call rooms and computer systems at no cost to Sponsoring Institution. All other training-related expenses remain the responsibility of the Sponsoring Institution.
  - d. The Sponsoring Institution will provide general liability and professional liability insurance with minimum limits of one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate to cover the acts and omissions of residents while on affiliation at the Participating Institution.
  - e. Residents on affiliation shall be subject to the applicable rules and regulations of the Participating Institution. The Participating Institution shall advise residents on affiliation as to the educational and clinical practices, policies and procedures with which they are expected to comply and the proper methods to achieve such compliance.
  - f. Residents on affiliation shall provide documentation that they have been offered instructions on universal precautions for the purpose of reducing risk of exposure to body fluids and airborne pathogens, antibody or antigen testing including tuberculosis and vaccination in accordance with the requirements of the Occupational Health and Safety Administration. If Hepatitis B vaccination is declined the resident shall be required to sign a form indicating that they are aware of the virus.
  - g. This Agreement applies only to the required rotations specified herein. Elective rotations are not covered by this Agreement.
7. NON-DISCRIMINATION. Each party agrees not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.
8. DRUG FREE WORKPLACE. The Sponsoring Institution shall inform all residents on affiliation that the Participating Institution is committed to providing a drug-free work environment. Accordingly, the Participating Institution will not tolerate the unlawful or

unauthorized use, manufacture, possession, sale or transfer of illegal or controlled substances of abuse or unauthorized use of alcohol on or around Participating Institution property.

9. COMPLIANCE WITH LAW. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
  
10. COMPLIANCE WITH FEDERAL PROGRAMS. Each party hereby represents and warrants the following:
  - a. That it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in any federal health care programs (collectively “Debarment” or “Debarred”, as applicable). Each party shall provide the other with immediate notice if it (i) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement, or (ii) becomes Debarred. Upon receipt of such notice by either party, this Agreement shall automatically terminate without further action.
  
  - b. That it shall not knowingly employ or contract with, with or without compensation, any individual or entity (singularly or collectively, “Agent”) listed by a federal agency as Debarred. To comply with this provision, each party shall make reasonable inquiry into the status of any Agent contracted or arranged by the party to fulfill the terms of this Agreement by reviewing, at a minimum, the Health and Human Services - Office of Inspector General List of Excluded Individuals / Entities (LEIE) (<http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>), which internet site may be revised from time to time by the U.S. government.
  
  - c. That it will act in compliance with all laws and regulations (including without limitation, Medicare and Medicaid program requirements as applicable) which relate to its performance of this Agreement. Further, each party agrees to timely notify the other party in the event that it has identified or suspects potential violations associated with its performance under this Agreement, and the nature of such potential violation, to enable the other party to take prompt corrective action. Each party shall have the right to automatically terminate this Agreement in the event that the other fails to comply with this provision.
  
11. PATIENT PRIVACY. Each party will comply with its obligations in terms of patient privacy and confidentiality (including training of its residents), including without limitation, the Health Insurance, Portability, and Accountability Act of 1996 (“HIPAA”) and the related regulations, as they may be amended from time to time
  
12. CONFIDENTIALITY. Sponsoring Institution acknowledges that, in the course of the performance of this Agreement, it and its residents may learn certain confidential and proprietary information about Participating Institution’s business, and/or patient care operations

(“Confidential Information”). Sponsoring Institution agrees that it and its residents will keep all such information strictly confidential; that they will not use it for any other purpose other than to perform their obligations hereunder.

13. TAX EXEMPT STATUS. The parties recognize that Sponsoring Institution is a non-profit, tax-exempt organization and agree that this Agreement will take into account and be consistent with Sponsoring Institution’s tax exempt status.
14. USE OF NAME. Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or publicity without the specific prior written consent of an authorized representative of the other party as to each such use.
15. SEVERABILITY. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.
16. WAIVER. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.
17. ASSIGNMENT. Neither party may assign this Agreement or any rights or obligations under this Agreement to an unaffiliated third party without the prior written consent of the other party. Any assignment in violation of this provision is null and void.
18. NOTICE. Any notice or other communication required or permitted under this Agreement shall be in writing, delivered in person or by certified mail or overnight delivery by a nationally recognized delivery service, and will be deemed given as of the date it is received by the receiving party. Notice shall be given to the parties at the addresses listed in the preamble to this Agreement and to the attention of the Program Director or Supervisor as applicable.
19. TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
20. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions.
21. ENTIRE AGREEMENT. This Agreement and the attached Appendix A, which is hereby incorporated into this Agreement by reference, shall constitute the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document or documents executed by both parties.

For purposes of this Agreement, the parties intend and agree that a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this Agreement and shall be given the same force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their names.

**The Cleveland Clinic Foundation**

**The Intergenerational School**

By: \_\_\_\_\_  
Name: Jeremy Lipman, M.D.  
Title: Designated Institutional Official,  
Director, Graduate Medical Education  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Brooke King  
Title: Executive Director  
Date: \_\_\_\_\_

Approved by:

Approved by:

By: \_\_\_\_\_  
Name: Charles Kwon, M.D.  
Title: Institute Education Committee Chairman,  
Children’s Institute  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Sarah Alonso  
Title: Operations Director  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Maryann Mays, M.D  
Title: Institute Education Committee Chairman,  
Neurological Institute  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Molly Wimbiscus, M.D.  
Title: Program Director, Child and Adolescent  
Psychiatry  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Template approved as to form  
CCF Law Dept.2/17/2011  
by Marleina Davis, Esq.



**Appendix A**

**Goals and Objectives of the Rotation**



**NAME OF PROGRAM**

**Cleveland Clinic Foundation Child and Adolescent Psychiatry**

**NAME OF ROTATION**

**Longitudinal School Mental Health Program**

**GRADUATE LEVEL:**

**PGY5**

---

**Location & Site Supervisor**

- Cleveland Metropolitan School District (CMSD) John Hay
- Cleveland Metropolitan School District (CMSD) Max Hayes Vocational High School
- Intergenerational School
- Urban Community School
- Lakewood High School

**Description of Rotation**

- Academic school year rotation alternating weekly one-half day per week (except for holidays or school breaks).
- Work with school-based counselors, school administrators, and teachers to observe and understand school-age students with school-based mental health concerns.
- Tour different schools in northeast Ohio under the supervision of Dr. Wimbiscus to learn about variations in school pedagogy, student support and engagement, mental health services, healthcare coordination, other programming, and family engagement.

- Evaluate and treat or provide a second opinion under the supervision of Dr. Wimbiscus (or other supervisory staff) on specific school referrals in general or virtual access clinics from Main Campus or virtually. One outpatient new evaluation will be held monthly for school referrals for PGY5s during the continuity clinic. This slot will be opened if not filled 1 week prior to the appointment. Fellow will coordinate directly with the associated school team and demonstrate school-coordination skills that have been learned during this rotation.
- Create a Capstone Project

### **Educational Purpose**

To learn about components of school-based evaluations and counseling, special education needs and assessments, contemporary educational strengths and challenges, the impact of economic, social, other environmental, and psychological stress on child development and learning, and schools' political, financial, legal, and organizational structures.

### **Assessment Summary**

Electronic assessment by Dr. Wimbiscus of CAP fellow in ACGME competencies

### **Expectations**

- Bi-monthly attendance (Wednesday afternoons, 1-4:30 pm)
- Readings provided by school supervisors and Dr. Wimbiscus
- Rotation Capstone (research or school development) Project (as determined by fellow and supervisor)
- Clinical evaluations through Virtual Access Clinic or embedded within Fellow Longitudinal Clinic monthly (as needed by client demand)
- Attend at least 3 national virtual webinars, meetings, or discussions regarding school mental health (to be recommended by Dr. Wimbiscus and may include AACAP Schools Committee, National Center for School Mental Health webinars, OMHNSS, Ohio School Health Alliance, MHTTC, NNCPAP, PMHCA-SBHA)

### **Orientation**

Per school-based supervisors and Dr. Wimbiscus (clinical supervisor).

### **Supervision**

Fellows will be supervised directly by Dr. Wimbiscus and will report to Dr. Wimbiscus with monthly updates about the rotation. Dr. Wimbiscus will be with fellows for tours of schools. Each site will have dedicated on-site supervision provided by that respective site. Outpatient clinical assessments (referrals from school sites) will be supervised and staffed by Dr. Wimbiscus or other indicated staff supervisor in the fellows'

continuity clinics or Virtual Access Clinic. No clinical services are offered directly to students during the rotation on school sites if not identified as clinical service areas.

**Mix of Diseases and Patient Characteristics**

The urban and suburban school populations consist of early, middle and high school-aged children with the majority of children demonstrating normal development. The portion of children that the fellows will observe and monitor will be seen for adjustment disorders, anxiety disorders, learning disorders, intellectual disabilities, disruptive behavior disorders, and mood disorders primarily.

**List specific departmental conferences that the fellows are expected to attend**

- Psychiatry and Psychology Grand Rounds: weekly topics presented by experts in the field of behavioral health to the entire Psychiatry and Psychology Department
- Child Psychiatry section didactics (2.5 hours/week): A structured 2-year curriculum presenting core topics on development, psychopathology, clinical-based modalities of treatment, journal clubs, bioethics, and professionalism.

**Educational Resources (reading lists, websites, CD rom, pathological material)**

- Benningfield M, Hoover S. *School Mental Health* in Child and Adolescent Psychiatric Clinics of NA. Vol 24:2; April 2015. Pp211-438.
- Pumariega AJ, Winters NC. *The Handbook of Child and Adolescent Systems of Care*. San Francisco, John Wiley & Sons, 2003.
- Bostiq J, Bagnell A. Eds. *Evidence-Based School Psychiatry* in Child and Adolescent Psychiatric Clinics of NA. Vol 21:1; Jan 2012.
- Weisz JR, Kazdin AE. *Evidence-Based Psychotherapies for Children and Adolescents*. Second Edition. New York: The Guilford Press, 2010.
- Other readings to be determined and shared with fellows by Ms. Richmond, Dr. Wimbiscus, and school model leadership.

**Goals and Objectives**

CPS = case presentation and supervision	FBS = feedback/supervision by attending staff	SE = summative evaluation ( by faculty attending in MedHub)	T = testing (pre- and post-rotation)
DC = didactic curriculum/conferences	OT = observation by trainee		360 = evaluation by team members

DPC = direct patient care (by trainee)	P = formal presentation(s) by the trainee	SS =self-study/reading/literature
CSV = clinical skills verification	R = rounds participation	review

**PATIENT CARE:** *Fellows are expected to provide patient care that is compassionate, appropriate, and effective for the promotion of health and prevention of illness.*

OBJECTIVES	EDUCATIONAL METHOD	ASSESSMENT METHOD
The fellow will assess the impact of intellectual deficits, learning and developmental disorders on the expression of signs and symptoms of psychiatric disorder	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will demonstrate assessment skills and knowledge of evidence-based interventions relevant to school age children	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.

**MEDICAL KNOWLEDGE:** *Fellows are expected to demonstrate knowledge of established and evolving biomedical, clinical, and social science principles, and to apply this knowledge to patient care and the education of others.*

OBJECTIVES	EDUCATIONAL METHOD	ASSESSMENT METHOD
The fellow will demonstrate knowledge of consultant skills in clinical evaluations	Supervise interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will demonstrate knowledge of assessment and treatment of psychiatric co-morbidities of youth who have been referred for behavioral or emotional challenges by their school	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.

**PRACTICE BASED LEARNING AND IMPROVEMENT:** *Fellows are expected to be able to use scientific evidence and methods to investigate, evaluate, and improve patient care practices.*

OBJECTIVES	EDUCATIONAL METHOD	ASSESSMENT METHOD
Fellow will do directed readings relevant to the role of mental health consultant in school setting	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will do directed reading relevant to the diagnosis and treatment of school-aged children	Supervised experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will do directed reading on psychiatric differential diagnoses in children with learning disabilities	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will do directed reading on school-based impairment and psychiatric and socioeconomic stressors contributing to differential diagnoses	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.

**INTERPERSONAL SKILLS AND COMMUNICATION:** *Fellows are expected to demonstrate interpersonal and communication skills that enable them to establish and maintain professional relationships with patients, families, and other members of healthcare teams.*

OBJECTIVES	EDUCATIONAL METHOD	ASSESSMENT METHOD
The fellow will learn to function as consultant as well as participate in multidisciplinary teams reviewing and addressing learning and behavioral needs of children	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.

**PROFESSIONALISM:** *Fellows are expected to demonstrate behaviors that reflect a commitment to continuous professional development, ethical practice, and understanding and sensitivity to diversity, and a responsible attitude towards their patients, their profession, and society.*

OBJECTIVES	EDUCATIONAL METHOD	ASSESSMENT METHOD
The fellow will demonstrate knowledge of the principles of developmental learning processes	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will be empathetic, respectful, curious, open, nonjudgmental, collaborative, and able to tolerate ambiguity and display confidence in the efficacy of community and school-based services	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.
The fellow will be sensitive to sociocultural, socioeconomic and educational issues that arise in the therapeutic relationship	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.

**SYSTEMS-BASED PRACTICE:** *Fellows are expected to demonstrate both an understanding of the context and systems in which healthcare is provided, and an ability to apply this knowledge to improve and optimize healthcare.*

OBJECTIVES	EDUCATIONAL METHOD	ASSESSMENT METHOD
The fellow will demonstrate knowledge of the use of a continuum of care for learning and behavioral disorders in school and clinical setting	Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.	Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.

<p>For clinical referrals, the fellow will use the collaborative data of teachers, counselors, families, and other mental health workers to formulate diagnostic and treatment plans for DSM diagnoses and resulting impairments</p>	<p>Supervised interdisciplinary experience. Formal conferences and didactics. Role modeling.</p>	<p>Review of documentation. Direct observation of fellow interviews. Rotation evaluation written and verbal.</p>
<p>The fellow will collaborate with school team to complete a Capstone Project that addresses specific needs of school relating to mental health concerns (e.g. parent-child communication session; managing avoidant children; teacher education about psychostimulants; professional development)</p>	<p>Self-study and formal presentation</p>	<p>Review of documentation. Feedback from clinical advisors. Rotation evaluation written and verbal.</p>



This agreement is between

**Ignite Ed LLC**, Main Point of Contact: Danielle Stein Eisenberg

[danielle@ignite-ed.org](mailto:danielle@ignite-ed.org)

216.374.6847

2931 Carlton Road, Shaker Heights, OH 44122

*and*

**[The Intergenerational Schools]**

Main Point of Contact: Brooke King

[igschools.org](http://igschools.org)

This contract sets the terms and understanding between Ignite Ed (the “Consultant”) and The Intergenerational Schools (the “Client”) for the period between [March 3, 2024] – [April 15th, 2024].

1. Danielle Eisenberg will provide services through Ignite ED LLC. It is the express intention of the parties to this Agreement that these services will be provided as an independent contractor, and not an employee, agent, joint venturer, or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between Ignite Ed or Danielle Eisenberg and Client. As a result, the Consultant shall be responsible for paying all taxes related to the receipt of the funds outlined in the Payment Schedule, below, and shall be responsible for providing all tools and equipment necessary to complete the Scope of Work as outlined below. In exchange for Consultant’s work described herein and in the Scope of Work, below, Client shall pay Consultant in accordance with the Payment Schedule attached hereto as Exhibit A.
2. This Agreement and exhibits attached hereto are the final understanding between the parties and supersede all other agreements, negotiations and understandings, oral or written, between the parties involved. Any amendment to this Agreement must be in writing and signed by both parties.
3. Except as set forth in this paragraph, Consultant owns and shall own its copyright, trademark, and other intellectual property including, without limitation, any methodologies, tools, specifications, techniques, documentation, or data which is utilized by Consultant in the performance of Services and has been originated or developed by Consultant, together with any and all additions, enhancements, improvements, or other modifications thereto whether or not made during the performance of the Services (collectively, the “Consultant IP”). Client owns any preexisting writings, data or other material that Client provides to Consultant under this Agreement and grants Consultant a fully paid, irrevocable, transferable license to use the same to perform the Services. All improvements, updates, derivative works, modifications, customizations, or enhancements, whether made, created, or developed by Consultant or Client relating to or concerning the Consultant IP are and shall be the property of Consultant.

As pertains to intellectual property created by Consultant solely and exclusively for Client (“Work Product”), the Parties agree that, in consideration of payment to Consultant, Client

owns and shall own all now existing or hereafter created Work Product as well as derivatives, know-how and goodwill associated with such Work Product and all components or elements of such Work Product (excluding any Consultant IP or third party materials), which shall be the sole and exclusive property of Client.

4. The Consultant understands that this relationship creates a relationship of confidence and trust between the Consultant and Client with respect to any (i) Proprietary Information or (ii) confidential information applicable to the business of any entity or partner of Client or other entity with which Client does business and which the Consultant learns in connection with the consulting relationship. At all times, both during the consulting relationship with Client and after its termination, the Consultant will keep in confidence and trust all such information, and will not use or disclose any such information without the written consent of Client, except as may be necessary in the ordinary course of performing the duties to Client. This obligation shall end whenever such information enters the public domain and is no longer confidential or proprietary through no improper action or inaction by either party.
5. This Agreement shall be effective as of the first day of the consulting relationship with Client.
6. This Agreement may be terminated by either Client or the Consultant, at any time, by giving fourteen (14) days' written notice of termination. Such notice may be given at any time for any reason, with or without cause. Except in the case of termination due to material breach of Consultant, Consultant shall be entitled to all Fees due under the Agreement up to and until the time of the termination plus the amount reflecting all applicable time and materials spent in good faith in execution of the Services by Consultant, and any other actual costs or damages suffered by Consultant if not reflected in such Fees. Termination of this Agreement will not affect the obligations of either party arising out of events or circumstances occurring prior to such termination. Notwithstanding the foregoing, the restrictions on the sharing of proprietary and confidential information shall survive the termination of this Agreement, regardless of the reason for termination.
7. Consultant may refer to Client as a buyer of Consultant's services in its marketing and advertising materials and may freely display the nonconfidential Deliverables to others as part of its portfolio. Nothing contained in this Agreement shall restrict or preclude Consultant from using ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any services performed hereunder in the development of other content which is the same as or similar to the content created hereunder for other customers of Consultant. The Parties have no exclusivity obligations.
8. Consultant expressly disclaims all warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Consultant shall have no liability under this agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if consultant has been advised of the possibility of such damages. in no event will remedies paid to customer under this agreement exceed the total amount of fees paid or owed by Client.
9. If legal action is necessary to enforce any provisions of this Agreement, the parties agree that exclusive venue shall lie in within Cuyahoga County, Ohio, and each party agrees they will not contest or challenge the jurisdiction or venue of any court within that County. If such action is necessary, Ohio law shall apply, and the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in so prevailing.

### Scope of Work and Terms of Payment

**Danielle Eisenberg, Ignite Ed**



Agreed:

Date: 02/27/2024

Title: CEO & Founder

Organization: Ignite Ed

#### OTHER PARTY

Agreed Brooke A. King Date: 3-5-24

#### EXHIBIT A - PAYMENT SCHEDULE

Ignite Ed bills \$250/hr for Conflict Resolution. The intention is for this project to take 6 hours of dialogue and mediation. In addition, Ignite Ed will produce written documentation and analysis of conversations, along with a set of recommendations (not to exceed an additional 2 hours of work).

Ignite Ed will invoice The Intergenerational Schools at the completion of this project, April 15<sup>th</sup> 2024.

#### SCOPE OF WORK

Ignite Ed will support Executive Director Brooke King in resolving an interpersonal challenge with one of the school leaders. Activities to include:

- Review of documentation and historical context
- 1:1 Conversations with both parties
- Additional 1-2 conversations if needed with other stakeholders
- Facilitated conversation(s) between the two parties to attempt to reach mutual understanding and collaborative solutions.
- A brief memo summarizing the work along with a set of recommendations to move forward.

# Coversheet

## Compensation Plan Guidelines for Teacher Salaries

**Section:** II. Compensation Plan (HR, Finance, and Education Advisory Councils)  
**Item:** A. Compensation Plan Guidelines for Teacher Salaries  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Teacher Salary Comp Charts 2024 Revised 1.xlsx  
Teacher Compensation Rules for FY25.pdf

## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Teacher Salary Comp Charts 2024 Revised 1.xlsx

**Teacher Compensation Plan Guidelines**  
**(Revision April 3, 2024)**

1. Effective beginning with the 2024-25 School Year, there are **two Salary Scales** for teachers based on years of experience, education, and licensure. See attached for current scales.
  - a. **Licensed Salary Scale** for fully licensed teachers (including Resident Educator, Out of State, and lapsed licenses).
  - b. **Substitute License Salary Scale** for teachers with a substitute teaching license (1yr or 5yr).
2. **Part-time** employees receive credit for a full year of teaching experience working within the IG's as an educator even if they work less than 40 hours a week during that full year.
  - a. **Partial Years** Employees who start with the IG's late in the year ( after the start of school) will receive a full year of teaching credit if they started before Spring Break. Employees starting after Spring Break will begin the next year as a "new employee" in terms of years of experience with the IG's. Partial years outside the organization are not counted as a full year of prior experience and no credit is given.
  - b. All employees who start late and/or missed the beginning of the year trainings will be notified upon hire (and in their letter of hire) that they must attend new teacher training days the following August.
4. Employees who have either (i) an **Out of State** license, (ii) a **lapsed full teaching license** or (iii) are eligible and in the process of obtaining their full teaching license and have completed all requirements, will start on the Licensed Salary Scale (not the substitute license scale) and will be given **90 calendar days** from the start of the school year to obtain full licensure.
  - a. They must have a valid Ohio substitute license for day one of work.
  - b. If they do not obtain their full Ohio teaching license within the 90-day period, they will receive a \$2,000 deduction to their salary retroactive to the beginning of the year. Their new salary will be recalculated to include this deduction and applied to the remainder of the payments of the relevant school year. In addition, this revised base salary will be the basis for calculating their salary for any subsequent school year unless and until they obtain full licensure. For staff hired prior to FY25, the licensure deduction will be \$1000 in 2024-25 but otherwise applied on the same terms as provided above.
  - c. If they obtain full licensure at any time the year, their salary will return to the licensed scale, and they will be paid back retroactively (made whole) from the beginning of the school year.
  - d. If an application is in process and they are waiting on something outside of their control, we will have some flexibility and discretion in the application of the 90-day rule depending upon individual circumstances.

5. **Years of prior teaching experience are defined as**
  - a. Counted:
    - i. Serving as the full-time “teacher of record” for a full school year (full-time position if co-teaching, etc.).
    - ii. Full-time Admin experience for student-facing/instructional roles (i.e. Assistant Principal, Principal, instructional coaching) for a full school year.
    - iii. Full time Pre-K teaching for a full school year as the lead teacher of a classroom with planning and other responsibilities similar to a “teacher of record” (not an aide).
    - iv. Working as a full-time teaching contractor for the IG’s will be counted as a year of teaching experience with the model.
  - b. Not counted:
    - i. Partial or part-time teaching years outside the organization.
    - ii. Substitute teaching (short- or long-term or working as a maternity sub).
    - iii. Working as a para/aide in a classroom or school.
    - iv. Tutoring.
    - v. Student teaching.
6. **Additional Counted Prior Experience:** For those fully licensed teachers who have taught at the IGs, **left and returned**, qualified full-time years of teaching during the away period may be counted and added to years of any prior experience for purposes of calculating the appropriate starting scale upon return to the IG’s up to a maximum of 7 years when combined with any other qualified prior teaching experience, bringing the returning employee in at the top of the Starting Salary Scale. If they already had 7 or more years of qualified prior experience at the time they originally joined the IG’s, any interim years away from the model will not be counted. If they had less than 7 years prior to starting teaching at the IGs, their interim years away from the model will count, up to the maximum of 7 total years of experience prior and in between IG employment. For this adjustment period, all years (prior and interim) will be used to calculate *prior experience* only for purposes of determining the appropriate starting salary on the scale upon return. Any interim years, however, would not be added to or counted as teaching years with the IG’s for this purpose.
7. A \$3,000 bump for obtaining a **master’s degree** while employed at the IG’s.
8. There will be a \$3,000 bump when entering into a **5<sup>th</sup> year** of teaching at the IG’s.
9. Those on a **performance improvement plan** will not receive any increase in salary (as is the case with the current Compensation Plan).
10. Someone hired on the Sublicense Salary Scale who **obtains their full teaching license** during the school year before December 31<sup>st</sup>, will be recalculated on the Licensed Salary Scale utilizing the same number of years of full-time teaching years with the IG’s and any qualified prior teaching experience used to determine their place on the Sublicense Salary Scale and paid retroactively on the higher scale for that entire school year. If they obtain their license after January 1<sup>st</sup>, they will move to the Licensed Salary Scale for the remainder of that school year with no retroactive increase.

# Coversheet

## Grow Schools Contract

**Section:** IV. Consideration of Contract for Enrollment Marketing

**Item:** A. Grow Schools Contract

**Purpose:** Vote

**Submitted by:**

**Related Material:**

IGS- Grow Schools. Enrollment Marketing Proposal.pdf

Enrollment Marketing Contract - Lakeshore Intergenerational School - 2024.3.22.docx

Enrollment Marketing Contract - The Intergenerational School - 2024.3.22.docx

Enrollment Marketing Contract - Near West Intergenerational School - 2024.3.22.docx



**Gr̃w  
Schools**

# Kids to Fill Your School

Enrollment Marketing Partnership Proposal for  
Intergenerational Schools



# Reflecting on What We Heard

## Intergenerational Highlights

- 3 charters:
  - The Intergenerational School
  - Near West Intergenerational School
  - Lakeshore Intergenerational School
- Utilizing Bloomwell Group for marketing & Inbloom Consulting for fundraising
- Have a strong brand guide
- Current enrollment for each campus: 210, 216, 117
- Model is 250 students per campus
- Enrollment marketing coordinator: Tameisha

## Goals

- Increase enrollment:
  - 238: TIS
  - 238: Near West
  - 150: Lakeshore
- Holistic approach to enrollment marketing
- Full team of experts that will integrate and support Tameisha's recruitment efforts
- Create stronger awareness within Cleveland for Intergenerational schools

**Gr̃w  
Schools**

# Filling Your School—Key to Surviving and Thriving

Enrollment Marketing Partnership

# Filling Schools is More Difficult Than Ever

- Plenty of choices and few kids.
- Increased competition in the face of demographic and geographic shifts.
- Hard to get a compelling story in front of families in a cluttered environment.
- Limited resources / expertise to consistently deliver kids.



**Gr̃w  
Schools**

# Helping You Get Where You're Going

Enrollment Marketing Partnership



# A Vision and a Purpose

All kids have access to a  
nourishing school environment  
where they can flourish.



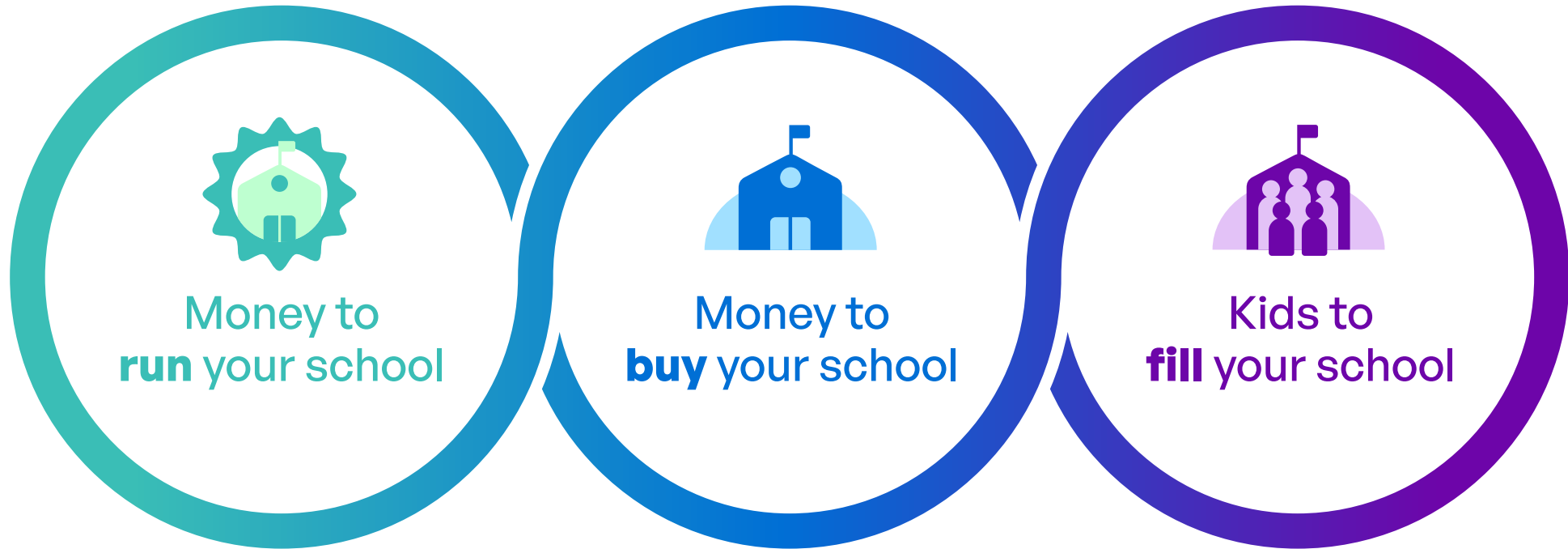
# A Shared Mission

**We help others get where they are going.**

For school leaders, that means getting you the money, resources, and know-how to create thriving schools.



# How We Support You





# Kids to Fill Your School



- Kids to attend the first day of school.
- Partner on the path to thriving classrooms.
- A partnership that aligns to increase and steady your school's enrollment.

# How can we help fill your school?



- What has proved successful in the past?
- What does enrollment success look like going forward?

**Gr̃w  
Schools**

# A Partnership to Fill Your School

Enrollment Marketing Partnership

# We Get to Know Your School's Story and Voice

## Story Arcs Help Build Your Brand

### Example: Growing Great Kids

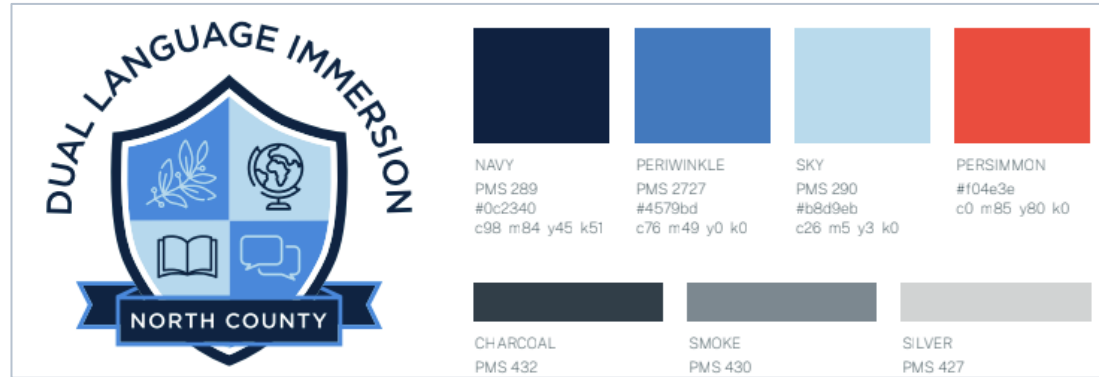
*We create good citizens.*

*We cultivate our students' development and creativity. Since we are a small school we can affirm, stretch and celebrate every child's uniqueness and every child's individuality – together.*

*We figure out what makes each child tick – and then tenderly, attentively support our students on their personal, robust academic journey, helping them become the best versions of themselves.*

*We honor the unique in every child.*

# Digital / Ground Game Campaigns Use Story Arcs to Drive Interest



4/27/22

## More Than Just Another Language: Immersion Education

You may already be aware that Dual Language Immersion North County (DLINC) is a tuition-free public school that offers academically excellent

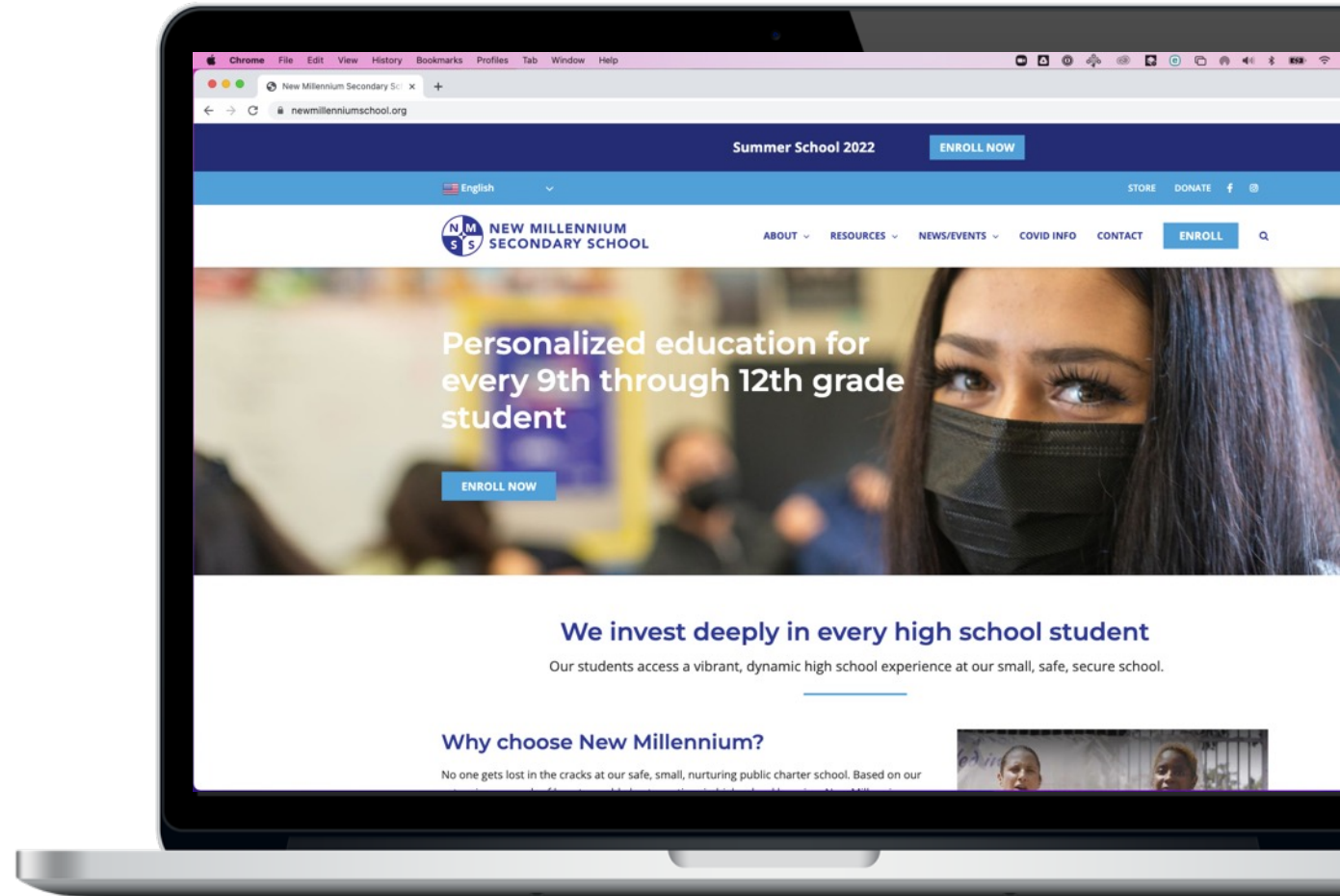


8/29/22

## Beyond the Classroom

Dual Language Immersion North County is a TK-8 tuition-free charter school that is building tomorrow's leaders in an increasingly multilingual world. We do this through an innovative immersion curriculum in Spanish and English. But bilingual education is only

# Interest Engaged Through Website Experience



# Interest Driven Through Enrollment Funnel

## How It Works



# Driven by Integrated Marketing Campaigns

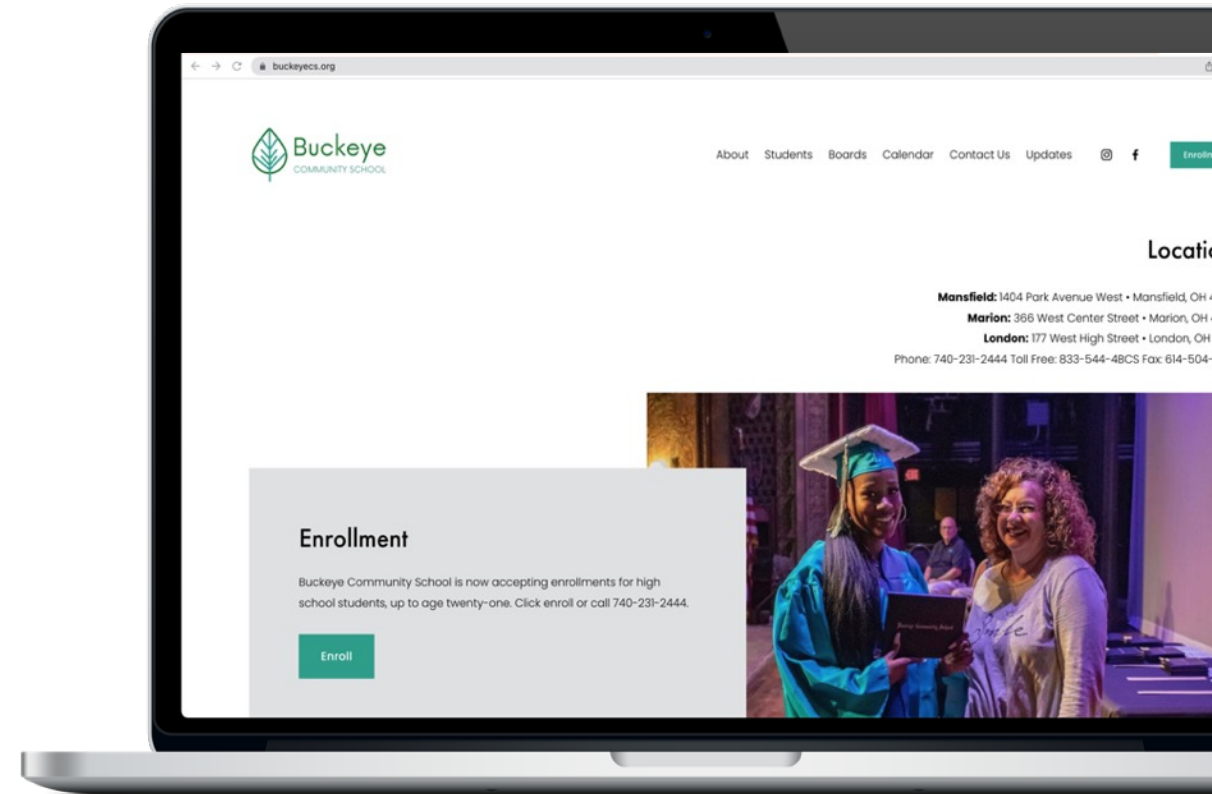
Activity	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
GROW SCHOOLS	Story Arcs	Active	Light	Light	Light	Light	Light
	Planning	Light	Active	Light	Light	Light	Light
	Paid Media	Light	Active	Active	Active	Active	Active
	Social Media	Light	Active	Active	Active	Active	Active
	Print Assets	Light	Light	Active	Active	Active	Light
	Reporting	Light	Light	Light	Light	Light	Light
PARTNER SCHOOL	Open Houses	Light	Light	Active	Active	Active	Active
	Community Events	Light	Light	Active	Active	Active	Active
	Registrations	Light	Light	Light	Light	Light	Active
	Integration	Light	Light	Light	Light	Light	Active
	School Starts	Light	Light	Light	Light	Light	Active



## SCHOOL SPOTLIGHT | BUCKEYE COMMUNITY SCHOOLS

# Kids for a School's First School Year

- **Challenge:** Buckeye Community Schools were new, opening in a rural community.
- **Path:** Partnered to get the word out to the community, highlighting the unique model offered to the community.
- **Destination:** Helped open two brand new schools and added more than 300 kids to their schools last year.



## SCHOOL SPOTLIGHT | BUCKEYE COMMUNITY SCHOOLS

# Brand Work That Coverts Interest



**Buckeye COMMUNITY SCHOOL**

### Cheat Sheet Brand Guidelines

**LOGO**  
Our logo is a core brand signal that identifies our brand. It must be applied with consistency to develop a visual bond with our brand identity.

Please do not redraw, rescale, or otherwise modify or add any other graphic elements to the brandmark.

**THE BCS BRAND FEELS:**  
**Welcoming**  
Friendly, open, inclusive  
**Down-to-earth**  
Practical, Authentic, Humble  
**Confident**  
Passionate, spirited, dynamic  
**Progressive**  
Imaginative, flexible, modern  
**Simple**  
Efficient, clean, direct

**DESIGN PRINCIPLES**  
Favor lighter colors over dark backgrounds

Choose open, airy, and flexible imagery over ones that may feel constrained, restricted, or boxed in

Balance details and technical content with big picture vision and inspiration

**FULL COLOR**  
**REVERSE ON DARK BACKGROUND**

**AVATARS**

**COLORS**  
The primary **Buckeye Green**, is supported by neutral and accent colors.

**PRIMARY AND SUPPORTING COLORS**

<b>Buckeye Green</b> HEX #008080 RGB 00, 128, 128 CMYK 50, 50, 50, 50	<b>Dark Emerald</b> HEX #006666 RGB 00, 102, 102 CMYK 50, 50, 50, 50	<b>Dark Teal</b> HEX #004D4D RGB 00, 77, 77 CMYK 50, 50, 50, 50
--	---	--

**NEUTRAL COLORS FOR BACKGROUNDS & TEXT** (Uses of tints for the greys are acceptable as needed)

<b>White</b> HEX #FFFFFF RGB 255, 255, 255 CMYK 0, 0, 0, 0	<b>Light Stone Grey</b> HEX #E0E0E0 RGB 224, 224, 224 CMYK 0, 0, 0, 5	<b>Warm Grey</b> HEX #A0A0A0 RGB 160, 160, 160 CMYK 0, 0, 0, 20	<b>Charcoal</b> HEX #404040 RGB 64, 64, 64 CMYK 0, 0, 0, 50
---	--	--	--

**ACCENT COLORS TO USE SPARINGLY IN SPECIAL CIRCUMSTANCES**

<b>Deep Eggplant</b> HEX #4B0082 RGB 75, 0, 130 CMYK 60, 80, 50, 55	<b>Bright Coral</b> HEX #FF4500 RGB 255, 69, 0 CMYK 0, 80, 50, 55	<b>Summer Yellow</b> HEX #FFD700 RGB 255, 215, 0 CMYK 0, 22, 40, 0
--	--	---

**TYPOGRAPHY**  
For headlines and copy use **Avenir**. In cases where Avenir is not available, you can use **Poppins** as an alternate. Use **Fransces** sparingly as an accent typeface as needed.



**Buckeye COMMUNITY SCHOOL**

## It's YOUR Future

We make diplomas happen.

(833) 544-4BCS  
[buckeyecs.org](https://www.buckeyecs.org)

**COMING THIS FALL - ENROLLING NOW**



**Buckeye Community School**  
September 9

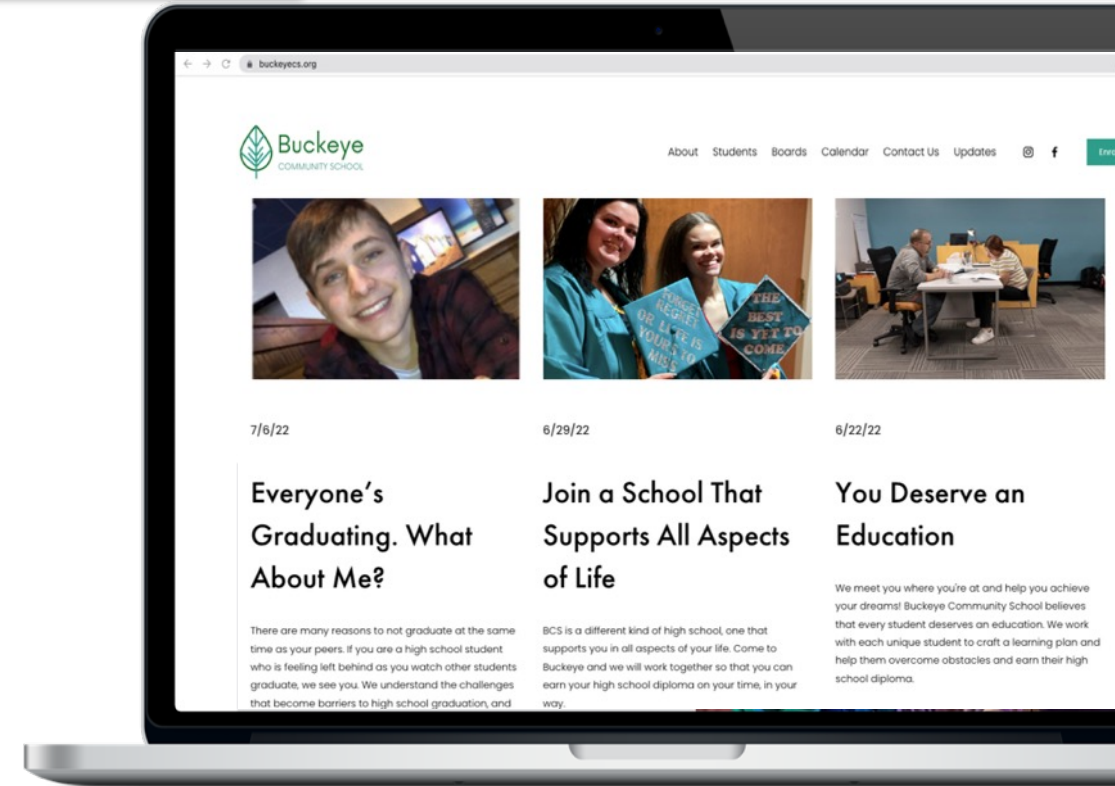
Welcome to your future! It's the first day of school at Buckeye today, but you can enroll with us any time of year and we'll help you get to graduation. <https://www.buckeyecs.org/how-enrolling>



**Buckeye COMMUNITY SCHOOL**

## Welcome To YOUR FUTURE

[www.buckeyecs.org](https://www.buckeyecs.org)



**Buckeye COMMUNITY SCHOOL**

About Students Boards Calendar Contact Us Updates

**7/6/22**  
**Everyone's Graduating. What About Me?**  
There are many reasons to not graduate at the same time as your peers. If you are a high school student who is feeling left behind as you watch other students graduate, we see you. We understand the challenges that become barriers to high school graduation, and

**6/29/22**  
**Join a School That Supports All Aspects of Life**  
BCS is a different kind of high school, one that supports you in all aspects of your life. Come to Buckeye and we will work together so that you can earn your high school diploma on your time, in your way.

**6/22/22**  
**You Deserve an Education**  
We meet you where you're at and help you achieve your dreams! Buckeye Community School believes that every student deserves an education. We work with each unique student to craft a learning plan and help them overcome obstacles and earn their high school diploma.

# Expert Resources Guide

## School Marketing Campaigns



### CONTENT STRATEGISTS

Writers create meaningful enrollment marketing content for our charter schools including story arcs, social media posts, blogs, digital ads, boilerplates, and taglines. This content drives critical enrollment and retention strategies for your school.



### PROJECT MANAGERS

Project managers are your primary point person and the “glue” between our school leaders and our Writers, Designers, Paid Media, Technical Team, and Vendors.



### IMPLEMENTATION

Our Implementation Team often operates behind the scenes but is no less critical in helping you execute successful programs and campaigns. This team includes talented Designers and Website Developers, and experts in Paid Media, SEO / Analytics, Marketing, and Social Media.

# Campaigns Fill Schools with Kids

More Kids Support Mission, Build Revenue

**15%  
Increase**

Average Net  
Enrollment Increase

**100%  
Growth**

Several Schools Doubled  
Their Enrollment

**\$750,000**

Average Incremental  
Revenue Per School From  
Net Enrollment Increases

# Structure and Timeline Aligned Around Kids in School

Flexible  
Campaigns  
Delivered to Meet  
Your Needs

- Kickoff ASAP!
- Partnership arrangement aligned to fill your school
  - **Blended:** Fixed fee + Amount per enrolled student over baseline
  - **Fixed Fee:** Monthly fee

# Partnership That Empowers School Into Future

Always  
Enabling Your  
Success

- All our work together is yours to keep.
- No proprietary technology or accounts are withheld—everything created is done with secure logins inside your owned channels.
- You get ongoing access to everything—story arcs, branding, digital and ground game campaigns, creative and graphic design files, website logins, etc.

**Grōw  
Schools**

# Results That Fill Your School

Enrollment Marketing Partnership

# 15% Average Net Enrollment Increases



## 5 Years

First client started on  
May 1, 2018.



## 89 Schools

Hundreds of offline and  
online campaigns  
developed for schools.



## 16 States

Schools from coast to  
coast—urban and rural.

## 5,000 net new kids attracted through the doors.



# Success Across a Diverse Set of Schools

## New Schools

Filled Catalyst Academy Charter School's Kindergarten Class and increased enrollment by 83%.

## Rural Schools

Buckeye Community Schools grew by 400 students across three campuses.

## Urban Schools

El Paso Leadership Academy grew from 72 to 423 kids, a 487% increase

## Mature Schools

Tucson's oldest charter school, EDGE High School, stabilized enrollment declines and grew by 14%.

## STEAM Schools

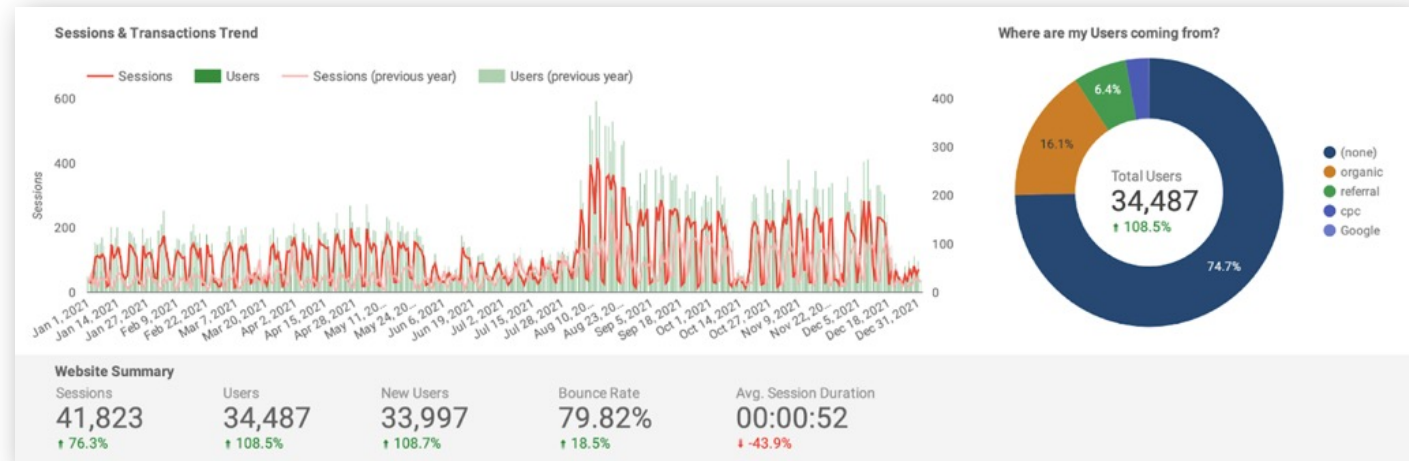
Drove 32% growth over 3 years for SET in San Diego.

SCHOOL SPOTLIGHT | EDGE HIGH SCHOOL

# Digital Impact That Generates Long-Term Success

## EDGE High School Moved to the Front Page of Google

- Increased website traffic by 63%.
- 45% increase in organic search.
- Grew website traffic from social media by 3,400%.
- Occupies the #1 position on page 1 of Google for a phrase previously ranked on page 2 and 3.



**Working with Charter School Capital provided a big win for us! Their dynamic marketing team allowed us to surpass our enrollment goals for the year well ahead of schedule. Our enrollment numbers continue to climb thanks to their consistent and proactive efforts.**

Bob Bourgault, Executive Director, Almond Acres



**Gr̃w  
Schools**

# Let's Go Fill Your School

Enrollment Marketing Partnership



# Intergenerational Schools Terms Sheet

Terms			
<b>Program Start Date:</b>	April 2024		
<b>Program End Date:</b>	October 31, 2024		
<b>Typical CSC Activities:</b>	<ul style="list-style-type: none"> <li>• Story Arcs</li> <li>• Paid Media</li> <li>• Enrollment-Focused Social Media Content/Design</li> <li>• Search Engine Optimization</li> <li>• Local Search Listings</li> </ul>	<ul style="list-style-type: none"> <li>• Content Calendar</li> <li>• Blogs - Teacher Profiles, Story Arcs</li> <li>• Physical Media (e.g., Postcards)</li> <li>• Learn More/Landing Page</li> <li>• Directory Listings</li> </ul>	<ul style="list-style-type: none"> <li>• Website Updates for Enrollments</li> <li>• Online Enrollment Form</li> <li>• Event Promotions</li> </ul>

Fee Structures (Per School)		Option 1	Option 2
Fixed Fee	Fixed Fee	\$72,000	\$130,000
	Billing Frequency	Monthly	Monthly
	Total Billing Months	7	7
Performance Fee	Performance Fee	\$1,300	-
	Performance Fee Basis	Net Increase in Total Enrollment	-
	Final Attendance Report	State Report of Enrollment	-
	Final Attendance Report Date	October 31, 2024	-
	Baseline Attendance	TBD	-
	Baseline Attendance Report	State Report of Enrollment	-
	Performance Fee Billing	November 15, 2024	-

# Enrollment Investment Comparison for Intergenerational Schools

Grow Schools Fee Description			Scenario Analysis					
Option	Grow Schools Base Fee Per School	Fee Per Enrollment Increase	Total Enrollment Increase = 0		Total Enrollment Increase = 50		Total Enrollment Increase = 100	
			Est. School Revenue Increase <sup>1</sup>	Total Grow Schools EM Fee	Est. School Revenue Increase <sup>1</sup>	Total Grow Schools EM Fee	Est. School Revenue Increase <sup>1</sup>	Total Grow Schools EM Fee
1	\$72,000	\$1,300	-	\$72,000	\$550,000	\$137,000	\$1,100,000	\$202,000
2	\$130,000	-	-	\$130,000	\$550,000	\$130,000	\$1,100,000	\$130,000

<sup>1</sup> Assumes \$11,000 per pupil funding

\*This option would be applicable we get started on July 1<sup>st</sup> and go through December 31<sup>st</sup>

# Intergenerational Schools Terms Sheet

Terms			
<b>Program Start Date:</b>	July 1, 2024		
<b>Program End Date:</b>	December 31, 2024		
<b>Typical CSC Activities:</b>	<ul style="list-style-type: none"> <li>• Story Arcs</li> <li>• Paid Media</li> <li>• Enrollment-Focused Social Media Content/Design</li> <li>• Search Engine Optimization</li> <li>• Local Search Listings</li> </ul>	<ul style="list-style-type: none"> <li>• Content Calendar</li> <li>• Blogs - Teacher Profiles, Story Arcs</li> <li>• Physical Media (e.g., Postcards)</li> <li>• Learn More/Landing Page</li> <li>• Directory Listings</li> </ul>	<ul style="list-style-type: none"> <li>• Website Updates for Enrollments</li> <li>• Online Enrollment Form</li> <li>• Event Promotions</li> </ul>

Fee Structures (Per School)		Option 2
Fixed Fee	Fixed Fee	\$110,880
	Billing Frequency	Monthly
	Total Billing Months	6
Performance Fee	Performance Fee	
	Performance Fee Basis	-
	Final Attendance Report	-
	Final Attendance Report Date	-
	Baseline Attendance	-
	Baseline Attendance Report	-
	Performance Fee Billing	-

# Next Steps

1 Align on approach (Today)

2 Contract Completion (03/27)

3 Kickoff & in market! (by 04/05)



# In Support



# How We've Helped Schools Get Where They're Going

**2 million+**

Kids accessing a nourishing school environment

**900+**

Charter schools supported with the money, resources and know-how

**\$3 billion+**

of money to help charter schools and their kids flourish

“Grow Schools really helped harness our special qualities by creating an engaging narrative around who we are & what we do. Their expertise in getting the message in front of the right people has given a huge boost to our enrollment & enhanced our online profile.”

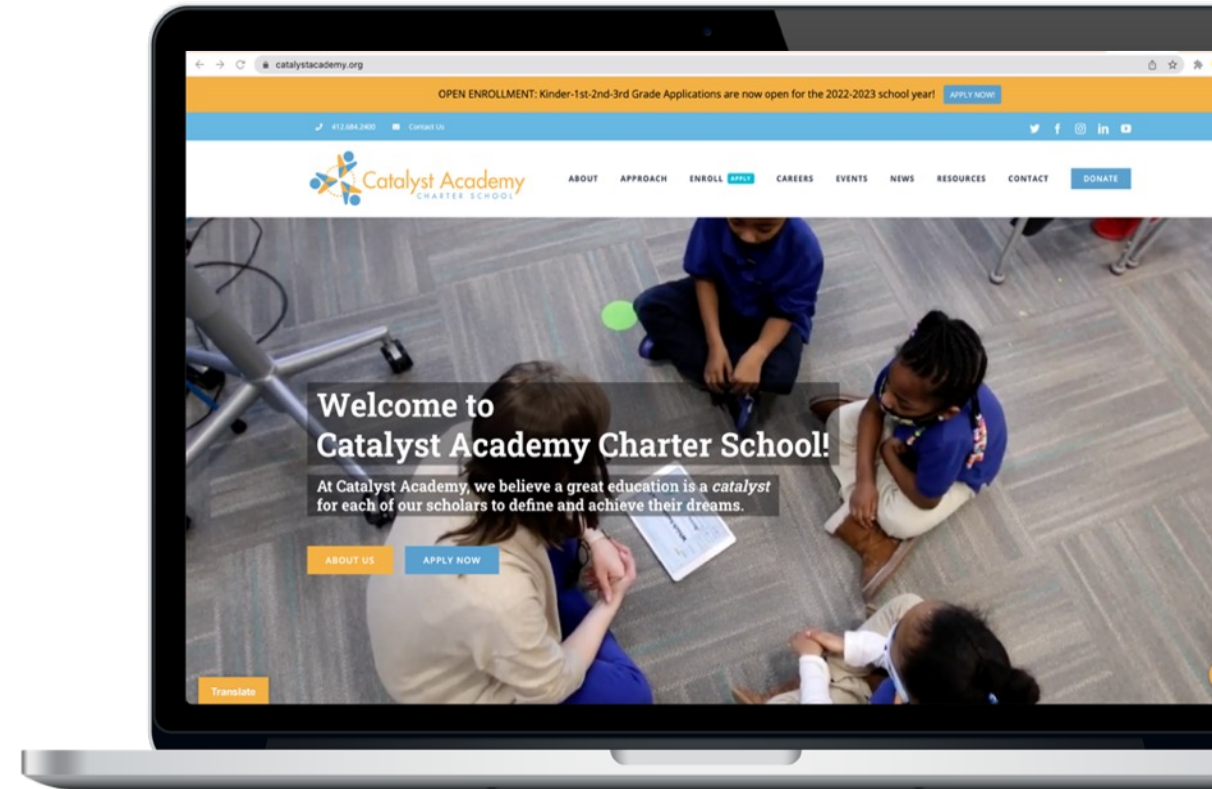
**CARRIE HEATH,  
SET HIGH**

"Despite the COVID-19 pandemic, Grow Schools was able to get 80%+ of our students for new school year pre-enrolled by July (up from ~50%) and increased student count for the year."

**JACOB PAWSON**  
**HA:SAN EDUCATIONAL SERVICES**

# Bringing Kids to Fill Their School During a Challenging Year

- **Challenge:** A new school beginning its journey in the middle of a global pandemic.
- **Path:** Through a guided partnership, was able to double down on marketing efforts to reach and engage families.
- **Destination:** Filled four kindergarten classes and grades 1-2 in the second year.



# Bringing Kids to Fill Their School During a Challenging Year

**Catalyst Academy Charter School**  
Sponsored · 🌐

Have you decided where your child will go to kindergarten next year? Catalyst Academy offers a holistic, rigorous in-person learning experience including:

- ★ College-preparatory academics
- ★ Social-emotional learning... [See More](#)

---

**OPEN HOUSE**



**7061 Lemington Avenue  
Pittsburgh, PA 15206**

SIGNUPGENIUS.COM

**Open House (By Appointment)**  
May 22 12 PM CDT · Catalyst Academy Charter S...

[Get Tickets](#)

Ad · [www.catalystacademy.org/enrollment-open](http://www.catalystacademy.org/enrollment-open)

**Enroll in Catalyst Academy | A Pittsburgh Charter School**

Now Accepting Applications for Kindergarten & 1st Grade for the 2020-21 school year! Learn More About Our Next Gen Strategies. Call Us Today, Open for Tours And Enrollment. Elementary School. Grade School. Great...

[Contact Us Today](#)

[Enroll Now](#)

[Our Approach](#)

[Preparing Students](#)

📞 Call (412) 684-2400

**MY CHILD SOARS AT**



**Catalyst Academy**  
CHARTER SCHOOL

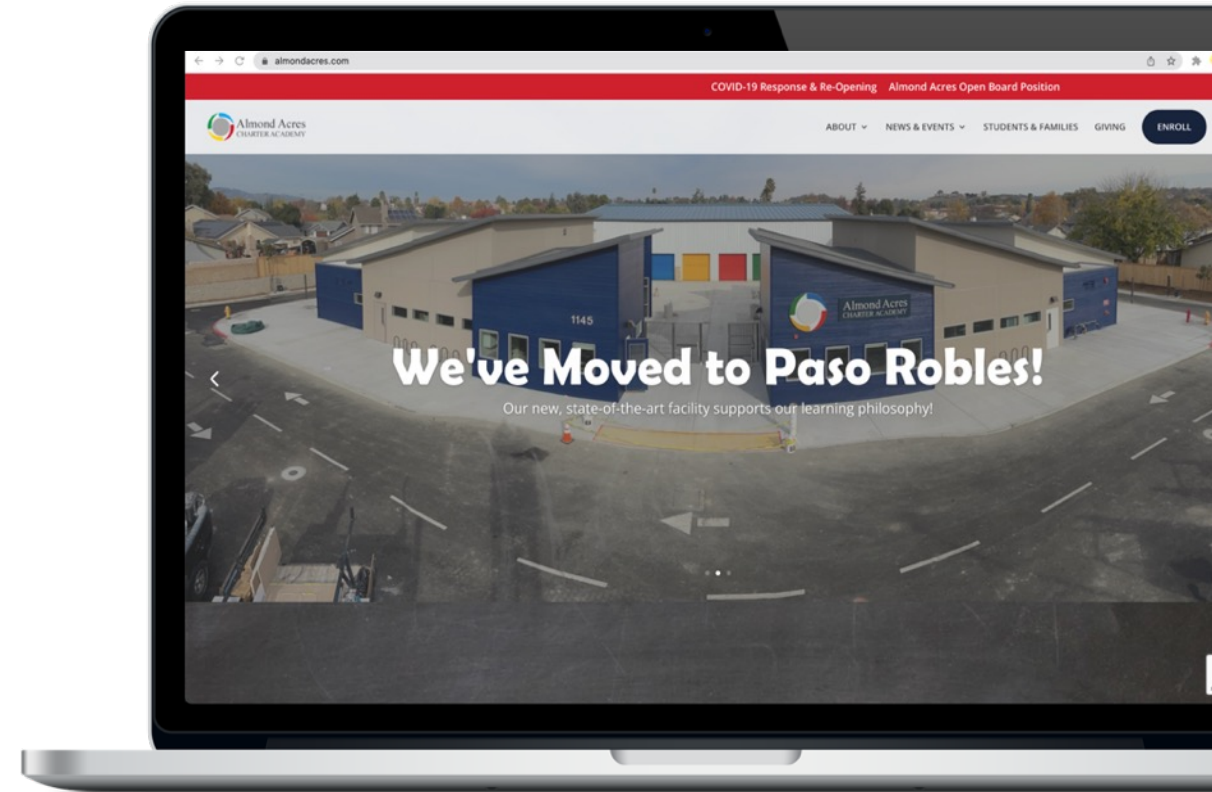
Belong. Grow. Achieve.

**412.684.2400 | CATALYSTACADEMY.ORG**



# A Two-Season Partnership for Kids to Fill Classrooms

- **Challenge:** Moved back to their home community, and into a threat of not being authorized.
- **Path:** Through a partnership, Almond Acres mobilized the community and overcame objections.
- **Destination:** Brought in kids to fill their school two years earlier than planned.





# SCHOOL SPOTLIGHT | ALMOND ACRES

Join us for our virtual  
**GROUND BREAKING EVENT**

Celebrate with the Almond Acres community as we begin the construction of our new school building!



THURSDAY  
**OCTOBER 22 / 6 PM**  
JOIN VIA ZOOM



**GROWING GREAT KIDS!**



**COMING SOON**

**THE NEW HOME OF  
ALMOND ACRES  
CHARTER ACADEMY**

**GROWING GREAT KIDS!**

**ALMONDACRES.COM | (805) 467-2095**




**ENROLL NOW!**

FREE K-8 PUBLIC CHARTER SCHOOL

**(805) 467-2095**  
**almondacres.com**

**Growing Great Kids!**



Almond Acres Charter Academy | Public School In Paso Robles

[www.almondacres.com](http://www.almondacres.com)


We're a Tuition-Free Public School Serving Grades K-8 from all Communities. Working to ensure that students have access to high-quality education. Enrollment Is Open.

Visit Us

[Enrollment Open](#)

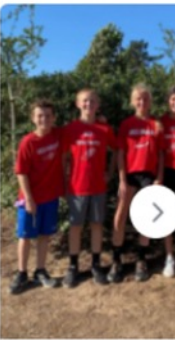
Almond Acres Charter Academy  
Sponsored

Almond Acres Provide Families a Choice in Education for Your K-8 Grader. We Teach Core Curriculum Like English Language Arts (ELA), Math, Social Studies, Science & More.



**Tour Our State-of-the-art Facility**  
See Why Parents Choose Us

**Apply now**



**Our student-centered approach informs...**  
We're Passionate about Le...



**¡Formando niños fantásticos!**



**¡INSCRÍBANSE AHORA!**

Escuela Charter pública y gratuita para grados K-8

**AHORA EN PASO ROBLES**

**(805) 221-8550 | almondacres.com**

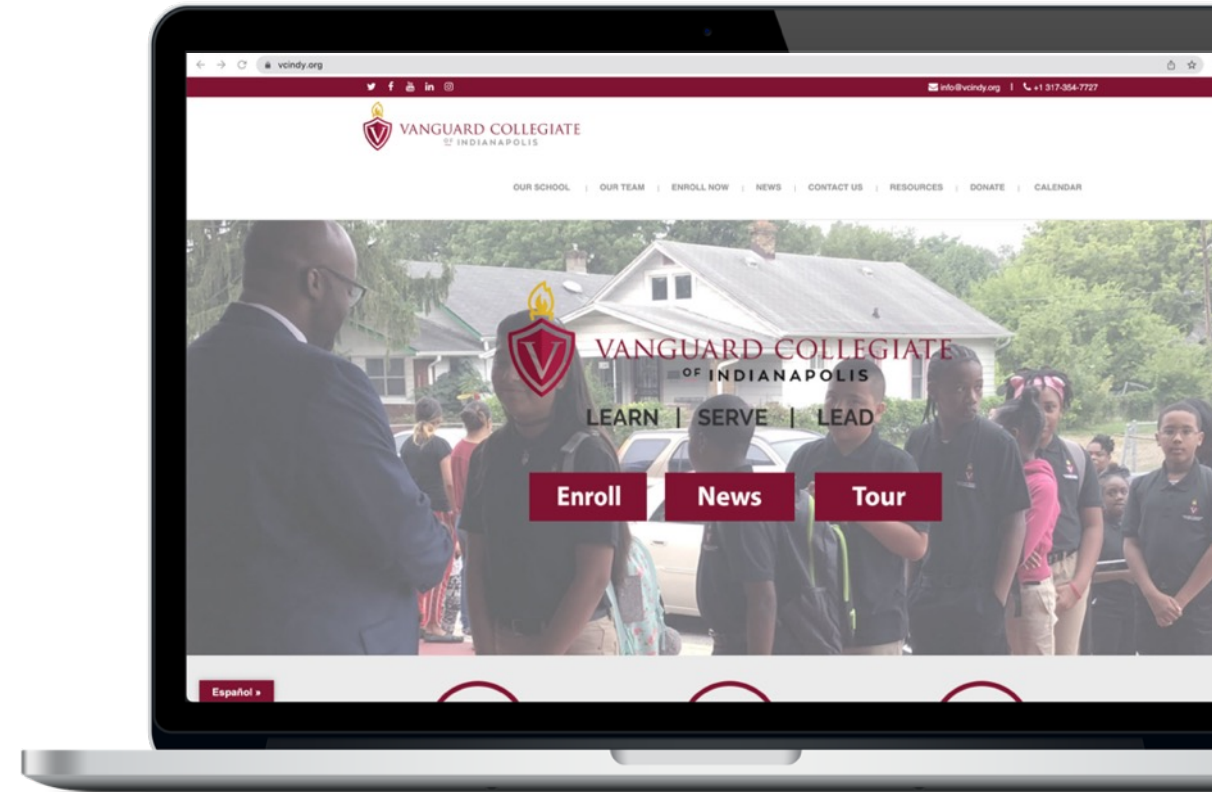




## SCHOOL SPOTLIGHT | VANGUARD COLLEGIATE OF INDIANAPOLIS

# Kids to Fill Classrooms in Indianapolis

- **Challenge:** Vanguard Collegiate needed to keep their number of kids steady.
- **Path:** Scheduled regular weekly meetings and partnered for a plan for regular community activism.
- **Destination:** Although enrollment didn't increase, the numbers of kids held steady during the pandemic– and despite moving buildings.



**CONFIDENTIAL**

**ENROLLMENT MARKETING SERVICES AGREEMENT**

This Enrollment Marketing Services Agreement (“**Agreement**”) is entered into and made effective as of April 05, 2024 (the “**Effective Date**”), by and between **LAKESHORE INTERGENERATIONAL SCHOOL**, an Ohio nonprofit corporation, as operator of **LAKESHORE INTERGENERATIONAL SCHOOL** (hereinafter, collectively “**Client**”) having its principal place of business at:

Organization Name: Lakeshore Intergenerational School  
Address: 18025 Marcella Road  
City State, Zip: Cleveland, OH 44119  
Phone: (216) 586-3872  
Fax:  
Signer Contact: Lynn Carpenter, Board Chair  
Signer Contact Email: lwc@epochpi.com  
Billing Contact: Sarah Alonso, Operations Director  
Billing Contact Email: salonso@igschools.org

and **CHARTER SCHOOL CAPITAL, INC.**, a Delaware corporation, doing business as **GROW SCHOOLS** (“**GS**”), having its principal place of business at:

Organization Name: Charter School Capital, Inc., d/b/a Grow Schools  
Address: 1000 SW Broadway, Suite 1800  
City State, Zip: Portland, Oregon 97205  
Phone: (503) 227-2910  
Fax: (855) 972-0187  
Email: enrollment@growschools.com

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. TERM**

The initial term (“**Term**”) of this Agreement shall commence on the Effective Date and shall continue until the Agreement Termination Date (as referenced in Schedule 3), unless earlier terminated in accordance with Paragraph 10. The Term may be extended only by a written agreement signed by both parties.

**2. SERVICES**

2.1 Client hereby engages GS, and GS hereby accepts such engagement, as an independent contractor to provide the enrollment marketing services set forth on Schedule 1 (the “**Services**”) to Client on the terms and conditions set forth in this Agreement. GS may subcontract the provision of Services (or any portion thereof) in GS’s sole discretion. GS may also utilize the services of third party in performing the Services.

**CONFIDENTIAL**

- 2.2 Client acknowledges that performance of the Services may require frequent and timely exchanges of information between Client and GS. Materials and information requested by GS will be provided by Client in a prompt, timely manner so as not to hinder or delay GS's performance of Services and/or GS's collection of Fees (as hereinafter defined) hereunder. In the course of performing the Services, GS shall comply with all applicable policies of Client relating to the use of school logos, marks and other materials and information supplied by Client to the extent GS has been notified of same.
- 2.3 Client agrees that GS will take direction solely from the authorized representative(s) listed as "Contact Person" for Client in the Recitals to this Agreement. Client represents and warrants to GS that each authorized representative has been vested with full legal power and all authority required to act on behalf of, and bind, Client with respect to both the Services to be performed by GS and the Fees (as hereinafter defined).

**3. FEES AND EXPENSES**

- 3.1 As compensation for the Services, Client shall pay GS the fees, as more particularly described in Schedule 2 (the "Fees"), payable in accordance with the terms set forth in Schedule 2 and Schedule 3.
- 3.2 If Client fails to pay, when due, any Fees and/or fails to perform any obligations imposed on Client pursuant to the terms of this Agreement (including without limitation, the Client Reporting Obligations (as defined hereinbelow)), GS may, in its sole and absolute discretion, (a) immediately suspend the provision of all Services to Client and/or (b) terminate the Agreement, with cause, in the manner described in Paragraph 10 and invoice Client for all Breakage Fees (as referenced in Schedule 2) then due and owing by Client in the time, manner and amount set forth on Schedule 2. Client expressly acknowledges and agrees that GS will have no liability to Client whatsoever if GS elects to suspend any provision of Services and/or terminate this Agreement (even if GS has been advised of the possibility of damages (which include, but are not limited to, loss of profits, loss of savings or revenue, and/or the claims of third parties)). The term, "**Client Reporting Obligations**," shall have the meaning ascribed thereto in Schedule 1.
- 3.3 If Client shall fail to timely pay the Fees or any other amounts due and owing hereunder, and/or perform any obligations imposed on Client hereunder (including without limitation, Client Reporting Obligations) in a prompt, timely manner as required hereunder, then, to the maximum extent permitted by law, GS is hereby authorized to set off or recoup the amounts that Client owes to GS against all amounts under GS's possession or control at such time or in the future, whether pursuant to this Agreement or otherwise, and to otherwise pursue all remedies available at law or equity.
- 3.4 Any amounts not paid to GS when due will result in the assessment of penalties ("**Late Payment Penalties**"), in the amount set forth in Schedule 2. Any Client Reporting Obligations not performed in a prompt, timely manner when required will result in the assessment of penalties ("**Client Performance Penalties**") in the amount set forth in Schedule 2.

**CONFIDENTIAL**

- 3.5 Client will be solely responsible for, and will pay, any and all sales, use, gross receipt, goods and services, value-added, and personal property taxes, any other taxes and levies, and any interest and penalties related to the foregoing (other than taxes based on the income of GS) that are imposed by any governmental authority in connection with this Agreement and/or the provision of the Services hereunder, and such taxes, if any, will be billed to Client as a separate line item.

**4. RELATIONSHIP OF THE PARTIES**

- 4.1 GS is an independent contractor to Client. GS has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed.
- 4.2 This Agreement shall not be construed to create a partnership, joint venture, employment or agency relationship between GS and Client for any purpose. GS has no authority (and shall not hold itself out as having authority) to bind Client and GS shall not make any agreements or representations on Client's behalf without Client's prior written consent.
- 4.3 GS has the right to perform services similar to the Services for others during the term of this Agreement.

**5. OWNERSHIP**

- 5.1 Each party hereto is and shall be, the sole and exclusive owner of all right, title and interest in and to any information or materials provided by such party to the other party.
- 5.2 To the extent that Services performed for the benefit of Client contain any of GS's Intellectual Property (as defined below), Client agrees that GS is and shall be the sole and exclusive owner of all rights, intellectual and otherwise, to all GS's Intellectual Property in existence prior to the Effective Date and all Intellectual Property made, conceived, developed, discovered or reduced to practice by GS (alone or in conjunction with others) after the Effective Date. GS hereby grants to Client a royalty-free, perpetual, non-exclusive, non-transferrable license to use, publish, reproduce, display, and distribute copies of Works of Authorship (as defined below) solely for marketing programs or campaigns developed by GS under this Agreement, provided that Client complies with all Client Reporting Obligations and other obligations imposed upon the Client under this Agreement. Except for the license granted above, no other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Works of Authorship shall be at Client's sole risk and without liability to GS.
- 5.3 To the extent that Services performed for the benefit of Client contain any of Client's Intellectual Property (as defined below), GS agrees that Client is and shall be the sole and exclusive owner of all rights, intellectual and otherwise, to all Client's Intellectual Property in existence prior to the Effective Date and all Intellectual Property made, conceived, developed, discovered or reduced to practice by Client (alone or in conjunction with others) after the Effective Date. For the term of this Agreement, Client hereby grants to GS a royalty-free, non-exclusive, non-transferrable license to use, publish, reproduce, display, and distribute copies of

**CONFIDENTIAL**

Works of Authorship (as defined below) solely for marketing programs or campaigns developed by GS under this Agreement. Except for the license granted above, no other license or right shall be deemed granted or implied under this Agreement.

- 5.4 For purposes of this Agreement, “**Intellectual Property**” means any and all Inventions, patents, patentable subject matter (irrespective of whether a patent application has been filed), Works of Authorship, trade secrets, trademarks, mask works, copyrights, and any other intellectual property; “**Inventions**” means any and all discoveries, improvements, ideas, concepts, creative works, and designs, whether or not in writing or reduced to practice, and whether or not they are patentable, including, but not limited to, processes, methods, formulas, and techniques and know-how; and “**Works of Authorship**” means those works fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, whether or not they are copyrightable.

## 6. **CONFIDENTIALITY**

- 6.1 Each party acknowledges that the other party will have access to information that is treated as confidential and proprietary by the owner of that information, including, without limitation, any trade secrets, technology and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel or operations of the other party, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the “**Confidential Information**”). As used herein, “**Confidential Information**” includes without limitation, all information concerning or related to the business, operations, financial condition or prospects of a party (whether prepared by a party, its affiliates, advisors, or otherwise, and regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form), and shall specifically include (without limitation): (i) all Intellectual Property, software, inventions, discoveries, trade secrets, processes, techniques, methods, ideas and know-how; and (ii) all financial statements, audit reports, budgets and business plans or forecasts, (iii) marketing plans and strategies and pricing and Fee structure for Services, (iv) enrollment materials, and (v) student information. During the Term and for a period of two (2) years after expiration of the Term, each party agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the owner of such Confidential Information in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services or as otherwise required in connection with this Agreement. Each party shall promptly notify the other party in the event it becomes aware of any loss or disclosure of any Confidential Information.
- 6.2 Confidential Information shall not include information that:
- (a) is or becomes generally available to the public other than through a party’s breach of this Agreement; or
  - (b) is communicated to Client or GS by a third party that had no confidentiality obligations with respect to such information.

**CONFIDENTIAL**

- 6.3 Each party may disclose Confidential Information that is required to be disclosed by law or pursuant to the terms of a subpoena or court order; provided that the party being compelled to disclose that information shall have given the other party prior notice of such disclosure and an opportunity to contest such disclosure and disclose only the minimum Confidential Information necessary to comply with such law or order and otherwise continue to maintain the confidentiality of the Confidential Information.

**7. REPRESENTATIONS AND WARRANTIES; COVENANTS**

- 7.1 Each party represents and warrants to the other that:

- (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution, delivery and performance of this Agreement and the performance of its obligations hereunder does not and will not: (i) conflict with, or constitute a default under any agreement or other instrument to which such party is party, including but not limited to the Client's charter agreement or (ii) result in a violation of any law, rule, regulation, order, judgment or other restriction of any court or governmental authority to which such party is subject;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions; and
- (d) Client is in compliance with all applicable federal, state, and local laws, rules, regulations, practices, procedures, and policies, and with the school's charter agreement, with respect to the recruitment, application, admission, and enrollment of students, including but not limited to anti-discrimination laws and policies, non-sectarian laws and policies, enrollment preferences and procedures, lottery requirements, open enrollment, enrollment caps, applicable geographical limitations, applicable desegregation orders, building and fire codes with respect to occupancy, and privacy laws such as FERPA.

- 7.2 During the term of this Agreement, Client covenants and agrees as follows:

- (a) Client shall comply in all material respects with all applicable local, state and federal laws pertaining to student recruitment, student enrollment and lottery procedures, including without limitation, anti-discrimination provisions regarding admissions, enrollment preferences and procedures, lottery requirements, open enrollment, enrollment caps, applicable geographic limitations, applicable desegregation orders, building and fire codes with respect to occupancy, and privacy laws such as FERPA. Client acknowledges and agrees that GS shall perform enrollment marketing services with the intended objective of increasing inquiries for admission to the school and submission of admission applications to Client, and that GS is not responsible for compliance with laws regarding student recruitment, student enrollment and lottery procedures.



**CONFIDENTIAL**

- (b) Client agrees to comply with all responsibilities and obligations of Client hereunder, including without limitation, the Client Reporting Obligations set forth in Schedule 1 to this Agreement.

**8. DISCLAIMER**

**GS MAKES NO WARRANTY, REPRESENTATION, GUARANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, COMPLETENESS, TITLE, NON-INFRINGEMENT OR MARKET ACCEPTANCE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO ANY SERVICES PROVIDED TO CLIENT PURSUANT TO THIS AGREEMENT. GS DOES NOT REPRESENT, WARRANT OR GUARANTY THAT (I) THE SERVICES WILL BE ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SYSTEM OR DATA; (II) THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (III) ANY DATA STORED USING THE SERVICES WILL BE ACCURATE, RELIABLE, OR SECURE; OR (IV) THE PRODUCTS AND/OR SERVICES WILL BE ACCEPTED AND/OR USED IN THE MARKETPLACE. CLIENT ACKNOWLEDGES AND AGREES THAT GS HAS NOT PROVIDED ANY GUARANTEE OF SUCCESS OR OF SPECIFIC RESULTS IN CONNECTION WITH THE SERVICES AND HAS NOT PROVIDED ANY REPRESENTATIONS OR WARRANTIES REGARDING THE OUTCOME FROM SUCH SERVICES (INCLUDING, WITHOUT LIMITATION, ANY SPECIFIC LEVEL OF ENROLLMENT TO BE GENERATED BY CLIENT THEREFROM). GS IS NOT RESPONSIBLE FOR THE ACTIONS, OMISSIONS, PRODUCTS, SERVICES OR CONTENT OF ANY THIRD PARTY OR THE IMPACT OF SUCH ACTIONS, OMISSIONS, PRODUCTS, SERVICES OR CONTENT ON THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER.**

**9. INDEMNIFICATION**

Client shall defend, indemnify and hold harmless GS and its affiliates and their officers, directors, employees, successors and permitted assigns from and against any and all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from: (a) any misrepresentations made or factually incorrect information provided wilfully or negligently by Client to GS, (b) any claim that any product or service that Client develops, creates and/or sells which incorporates any portion of the Services provided by GS hereunder infringes or violates the intellectual property or other rights of any third party, (c) any claim that logos, marks or other materials supplied by Client infringe or violate the intellectual property or other rights of any third party, (d) any taxes, levies, interest and penalties described in Paragraph 3.5 and (e) except as provided hereinbelow in this Paragraph 9, any claim alleging violations of applicable local, state and federal laws, rules, policies, procedures

**CONFIDENTIAL**

or practices, or violations of Client's charter agreement, relating to student recruitment, admission, or enrollment.

Client shall not be obligated to defend, indemnify or hold harmless GS, its affiliates or their officers, directors, employees, successors or permitted assigns from and against any claim alleging violation of federal non-discrimination laws to the extent such claim arises strictly from the content of posts or blogs created by GS (and not supplied and/or reviewed in any form by Client prior to its use) in GS's performance of Services (i.e. social media engagement) described in Paragraph 1(c) of Schedule 1, where the creation and use of such content in posts or blogs is deemed to have resulted from the willful misconduct or gross negligence of GS (as determined by a final, non-appealable order from a court of competent jurisdiction).

**10. TERMINATION**

10.1 Termination by Either Party. Either party may terminate this Agreement with or without cause within ninety (90) days of the Effective Date upon 30 days' prior written notice to the other party delivered to the other party at the address specified above in this Agreement. Thereafter either party may terminate this Agreement, effective upon written notice to the other party, in the event that the other party breaches this Agreement and fails to cure such breach within fifteen (15) days after written notice of such breach.

10.2 Reserved.

10.3 Obligations Following Termination. Upon expiration or termination (with or without cause) of this Agreement for any reason:

- (a) GS shall immediately cease work on the provision of Services then being provided to Client pursuant to this Agreement and all outstanding Fees or any other amounts outstanding hereunder shall immediately be due and payable without further demand or action by GS;
- (b) Upon written request by a party, the other party shall return, destroy and/or permanently erase from its computer systems all Confidential Information of the requesting party; and
- (c) With regards to Fees, if any, earned by GS prior to the Termination Date, Client shall pay GS such Fees within fifteen (15) days upon Client's receipt of an invoice for the same. To the degree that Client terminates this Agreement prior to the Final Enrollment Calculation Date (as designated in Schedule 3), Client shall pay GS Breakage Fees within fifteen (15) days upon Client's receipt of an invoice for the same.

As used in this Agreement, "**Agreement Termination Date**" shall mean the date on which the Agreement is terminated or expires.

10.4 Survival of Provisions. The terms and conditions of Paragraphs 3, 6, 9, 11, 13 and 14 shall survive the expiration or termination of this Agreement.



**CONFIDENTIAL****11. NON-SOLICITATION**

Client recognizes that GS's personnel (whether a full-time or part-time employee of GS, or an independent contractor engaged by GS to perform Services hereunder) ("GS Service Providers") are a valuable resource of GS. Client agrees that during the Term (and any extension of such Term agreed upon in writing by the parties) and for a period of twenty-four (24) months thereafter, Client shall not make any solicitation to employ or directly contract with GS Service Providers without the prior written consent of GS (which may be given or withheld in GS's sole discretion). Client acknowledges that (a) its hiring of any GS Service Providers will cause GS to invest substantial time and money to locate, hire and train a replacement; (b) each of the GS Service Providers perform concurrent services for multiple GS clients, so GS will be required to locate, hire and train replacements to cover its other clients and GS may lose one or more of its other clients; and (c) the nature of GS's business model will create additional risks and expenses if Client hires (or directly contracts with) any GS Service Provider.

**12. ASSIGNMENT**

Client shall not assign this Agreement or any rights under this Agreement without the prior written consent of GS (which may be given or withheld in GS's sole discretion). Any assignment in violation of the foregoing shall be deemed null and void. Subject to the limits on assignment stated in this Paragraph, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

**13. LIMITATION OF LIABILITY**

**(A) UNDER NO CIRCUMSTANCES WILL GS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ALL SERVICES PROVIDED THEREUNDER), REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY), EVEN IF GS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHICH INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, THE CLAIMS OF THIRD PARTIES, AND/OR INJURY TO PERSONS OR PROPERTY).**

**(B) THE PARTIES EXPRESSLY AGREE THAT THE TOTAL LIABILITY OF GS UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR GS'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF CONTRACT) WILL BE EXPRESSLY LIMITED TO AN AMOUNT EQUAL TO THE AGGREGATE FEES ACTUALLY RECEIVED BY GS FROM CLIENT PURSUANT TO THIS AGREEMENT. CLIENT ACCEPTS THE RESTRICTIONS ON ITS RIGHT TO RECOVER ADDITIONAL DAMAGES AS PART OF ITS BARGAIN WITH GS, AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT, WITHOUT SUCH**

**CONFIDENTIAL****RESTRICTIONS, THE CONSIDERATION FOR THE SERVICES PROVIDED  
HEREUNDER WOULD BE HIGHER.****14. MISCELLANEOUS**

- 14.1 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Paragraph). A Notice is effective only if the party giving the Notice has complied with the requirements of this Paragraph. Except as otherwise provided in this Agreement, a Notice shall be deemed effective (i) upon delivery if delivered in person or sent by certified or registered mail (in each case, return receipt requested, postage prepaid) or a nationally-recognized overnight courier (with all fees pre-paid) or (ii) when sent if sent via an electronic mail of a PDF document if a written confirmation of delivery is obtained and notice is also sent via a nationally recognized overnight courier the same business day or the next succeeding business day thereafter.
- 14.2 This Agreement, together with any other documents incorporated herein by reference and related Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 14.3 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- 14.4 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County, for the State of Oregon, or, in the United States District Court for the District of Oregon. The parties to this Agreement expressly consent to the in personam jurisdiction of such courts.
- 14.5 If either party takes any action to enforce its rights under this Agreement, then the prevailing party to such action may recover from the other all of such prevailing party’s costs incurred in connection with bringing or defending such action, as the case may be, including (without limitation) reasonable attorneys’ fees and costs of appeals.
- 14.6 If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement.

**CONFIDENTIAL**

- 14.7 If any portion or provision of this Agreement (including, without limitation, any portion or provision of any paragraph or section of this Agreement) shall to any extent be deemed illegal or unenforceable, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14.8 Ambiguities and uncertainties in this Agreement, if any, shall not be interpreted against either party, irrespective of which party may be deemed to have caused the ambiguity or uncertainty to exist. All references in this Agreement to the singular shall include the plural where applicable, and all references to gender shall include both genders and the neuter. The word “including” shall be deemed to be immediately followed by the words “without limitation.”
- 14.9 Except as otherwise expressly provided in this Agreement, GS shall not be liable to Client for any delay in or failure of its performance under this Agreement resulting from any act of God, fire, flood, explosion or other natural disaster, actions or impositions by Federal, state or local authorities, strike, labor dispute, vandalism, riot, commotion, act of public enemies, blockage or embargo, acts or omissions of third parties, pandemic, or any other cause beyond the reasonable control of GS (“**Force Majeure**”). Upon the occurrence of any such event that results in, or will result in, a delay or failure to perform, GS shall be relieved from fulfilling its obligations under this Agreement during the period of such Force Majeure event and shall provide written notice to Client of such occurrence and the anticipated effect of such occurrence.
- 14.10 GS has the right to list Client as a client of GS in all advertising, marketing and promotional materials designed to promote GS and its services anywhere in the world. Client hereby grants GS a non-exclusive, royalty-free, perpetual, worldwide license to use in all advertising, marketing and promotional materials designed to promote GS and its services anywhere in the world: (i) Client’s name and logo, (ii) a screen-capture of Client’s website with a link to such website, and (iii) non-confidential details of the project(s) completed for Client. Client agrees that no monetary or other consideration shall be due to Client for the rights granted or the uses described in this Paragraph.
- 14.11 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

*(Signature Page Follows)*

**CONFIDENTIAL**

The parties, intending to be bound, have executed this Enrollment Marketing Services Agreement effective as of the Effective Date.

**LAKESHORE INTERGENERATIONAL  
SCHOOL,**

an Ohio nonprofit corporation, as operator of  
**LAKESHORE INTERGENERATIONAL  
SCHOOL**

By: \_\_\_\_\_

Name: Lynn Carpenter

Title: Board Chair

**CHARTER SCHOOL CAPITAL, INC., a**

Delaware corporation, doing business as **GROW  
SCHOOLS**

By: \_\_\_\_\_

Name: Kirt Nilsson

Title: President

**SCHEDULE 1****DESCRIPTION OF SERVICES  
AND  
CLIENT OBLIGATIONS****1. DESCRIPTION OF SERVICES**

GS will provide Services to Client with an intended objective of increasing awareness and lead generation for Client – specifically, driving student enrollments in combination with open house events and other social events undertaken by Client staff and teachers to promote enrollment at Client’s school, all as described below in Paragraph 4 of this Schedule 1.

The Services include the following:

GS will research, develop, and design a marketing plan for Client. Thereafter, GS will implement any combination of the following marketing tactics (to the extent determined effective by GS):

- a. Provide updates to Client’s website – such updates may include landing page to capture enrollment inquiries and/or other front- or back-end updates as needed;
- b. Conduct Search Engine Optimization (“SEO”) campaign to increase visibility of Client’s website and boost organic search traffic;
- c. Provide Social Media content for enrollment activities on Facebook, Instagram, YouTube, Twitter, and/or Client’s other social media accounts ;
- d. Conduct paid digital media campaigns – such campaigns may include paid search ad placements, online display advertising/banners, social media advertising, remarketing to website visitors, and/or other online placements;
- e. Design and print assets such as yard signs, banners or signage, postcards, and/or fliers as needed; and/or
- f. Content creation including story arcs, social media copy, blog posts, email campaigns, video/photography, and/or other content as needed.

The Services will be performed by GS during the period commencing on the EM Program Commencement Date through and including the EM Program End Date as set forth in Schedule 2. The Services shall include the progress reports described in Paragraph 2 of this Schedule 2.

Schedule 1-1

**CONFIDENTIAL****2. PROGRESS REPORTS TO THE CLIENT**

GS will report on its activities and accomplishments in writing at least monthly. Client is responsible for providing prompt feedback regarding results of GS marketing activities on a timely basis so that GS may complete (or make adjustments, as necessary, to enhance) performance of Services to allow for maximum desired impact in increasing lead generation and enrollment activities for Client.

**3. CLIENT INFORMATION AND MATERIALS TO GS**

Client will furnish to GS such marks, logos and school photos in electronic form, and other miscellaneous materials required in order for GS to perform the Services (collectively, “**Client Materials**”), including without limitation, such information as may be requested by GS for the purpose of generating web content for landing pages, email and social media campaigns and brochures. Client Materials shall be submitted by Client to GS on or before the submission date set forth in Schedule 3.

**4. CLIENT REPORTING OBLIGATIONS AND OTHER OBLIGATIONS:**

Client shall be solely responsible for the administration and implementation of all processes and procedures relating to student recruitment, student enrollment and lottery procedures for all existing and prospective students applying for admission to (and/or selected for admission to) Client.

Client shall be solely responsible for all reporting to all governmental and regulatory entities or agencies with jurisdiction over Client as it relates to student recruitment, student enrollment and lottery procedures (including without limitation, the collection of vaccination records and other student information) and all other matters relating to its operation of a charter school.

Client shall be responsible for compliance with all applicable federal, state, and local laws, rules, regulations, practices, procedures, and policies, and with the school’s charter agreement, with respect to the recruitment, application, admission, and enrollment of students, including but not limited to anti-discrimination laws and policies, non-sectarian laws and policies, enrollment preferences and procedures, lottery requirements, open enrollment, enrollment caps, applicable geographical limitations, applicable desegregation orders, building and fire codes, and privacy laws such as FERPA.

Client shall be responsible for delivering to GS completed Student Application Reports in the form attached hereto as Schedule 4 (collectively, “**Client Reporting Obligations**”), on the dates specified in Schedule 3.

Client shall be responsible to make arrangements for, and hold a minimum of five (5) open house or social events any time during the period commencing within 60 days of the EM Program Commencement Date through the EM Program End Date (as specified in Schedule 3) for the purpose of promoting enrollment for the current school year and the next succeeding school year.

Schedule 1-2

## SCHEDULE 2

### FEES

#### LATE PAYMENT PENALTIES

#### CLIENT PERFORMANCE PENALTIES

#### BREAKAGE FEES

### 1. FEE CALCULATION FOR SERVICES

In consideration for the value of the Services performed by GS, Client agrees, in return, to pay to GS a base fee of \$78,000.00 (“**Base Fee**”), paid in monthly installments of \$11,142.86.

Provided that the Agreement is not terminated by either GS or the Client as contemplated in Paragraph 10 of the Agreement, Client shall not be required to reimburse GS for expenses incurred by GS with respect to the performance of Services under this Agreement.

Provided that the Agreement is not terminated by either GS or the Client as contemplated in Paragraph 10 of the Agreement, Fees shall be due in full no later than thirty (30) days following Client’s receipt of an invoice for Services rendered. The invoice (“**Invoice Fees**”) will be issued with respect to the Performance Fee due and owing. The timing for the issuance of such invoices is outlined in Schedule 3.

### 2. LATE PAYMENT PENALTIES

Fees not paid to GS in full when due upon completion of Services shall result in the assessment of Late Payment Penalties for each 30-day period in which Fees remain unpaid to GS in full. The Late Payment Penalty shall equal an annual default interest rate of 18%, unless otherwise limited by applicable law, multiplied by the outstanding balance, prorated for time. Such Late Payment Penalty shall be added to the Fee (plus any other penalties assessed, if applicable) then outstanding at that time and shall be payable 30 days after notification from GS that such late fees have been applied.

### 3. CLIENT PERFORMANCE PENALTIES

Failure of the Client to deliver to GS the final Student Application Reports or otherwise comply with any other Client Reporting Obligations in accordance with the time frames set forth in Schedule 3 shall result in the assessment of Client Performance Penalties for each 30-day period in which Client fails to deliver the final Student Application Report (or any other report required in accordance with Client Reporting Obligations). The Client Performance Penalty shall equal an annual rate of 18%, unless otherwise limited by applicable law, multiplied by the Fee, prorated for time. Such Client Performance Penalty shall be added to the Fee (plus any other penalties assessed, if applicable) then outstanding at that time.

Schedule 2-1

**CONFIDENTIAL****4. BREAKAGE FEES**

If the Client terminates the Agreement, the Client shall be required to reimburse GS in an amount equal to one hundred and thirty percent (130%) multiplied by the total amount of expenses incurred by GS with respect to the performance of Services under this Agreement up to, and including, the effective date of the termination.

If GS terminates the Agreement (with cause), the Client shall be required to reimburse GS in an amount equal to one hundred and thirty percent (130%) multiplied by the total amount of expenses incurred by GS with respect to the performance of Services under this Agreement up to, and including, the effective date of the termination.

Any amounts due and payable to GS upon a termination of the Agreement (whether by GS or Client) shall be due in full no later than fifteen (15) days following Client's receipt of an invoice for the same, along with supporting backup demonstrating actual costs incurred by GS with respect to performance of Services under this Agreement up to, and including, the effective date of the termination.

**5. METHOD FOR PAYMENT**

Client elects to pay Fees (along with Late Payment Penalties and Client Performance Penalties, if applicable) or Breakage Fee, as applicable, as follows: **[CHECK ONE BOX ONLY]**

- Client will wire transfer payment in full to GS-designated deposit account.
- Client will submit payment by check to GS in full payment for each invoice issued for Fees referenced on, and in accordance with, Schedule 2 and Schedule 3 hereof. If the check provided for payment under this contract is returned by the bank due to insufficient funds, closed account, stop payment, or any other reason a \$50.00 fee will be applied to the account.
- Client will execute an ACH authorization form with respect to any one or more checking/savings account(s) maintained and established in the name of Client at a depository bank, which provides for the drafting of such account by such depository bank for the Fees, and the crediting of an account listed in instructions provided by GS to such depository bank.
- Client will finance payment of the Fees through a GS receivables purchase facility. The amount of financing will be determined by actual student enrollment at Client's school at the time of application for financing. Approval for financing shall be subject to satisfactory completion of the GS underwriting and due diligence process.

Schedule 2-2



**SCHEDULE 3**

**DATES FOR REQUIRED PERFORMANCE**

**KEY PROGRAM DATES**

	<b><u>RESPONSIBLE PARTY</u></b>	<b><u>RECEIVING PARTY</u></b>	<b><u>DUE DATE FOR PERFORMANCE</u></b>	<b><u>SECTION OF AGREEMENT</u></b>
<b>Effective Date of Agreement</b>	<b>GS; Client</b>	<b>N/A</b>	<b>04/05/2024</b>	<b>Opening Paragraph</b>
<b>Deliver Client Materials</b>	<b>Client</b>	<b>GS</b>	<b>Ongoing</b>	<b>Paragraph 3, <u>Schedule 1</u></b>
<b>EM Program Commencement Date</b>	<b>GS; Client</b>	<b>N/A</b>	<b>04/08/2024</b>	<b>Paragraph 1, <u>Schedule 1</u></b>
<b>Deliver Student Application Report (for pre-applications submitted during preceding month)</b>	<b>Client</b>	<b>GS</b>	<b>Ongoing</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>EM Program End Date</b>	<b>GS; Client</b>	<b>N/A</b>	<b>10/31/2024</b>	<b>Paragraph 1, <u>Schedule 1</u></b>
<b>Agreement Termination Date<sup>1</sup></b>	<b>GS; Client</b>	<b>N/A</b>	<b>11/15/2024</b>	<b>Paragraph 1</b>

**OPEN HOUSE DATES**

	<b><u>RESPONSIBLE PARTY</u></b>	<b><u>DUE DATE FOR PERFORMANCE</u></b>	<b><u>SECTION OF AGREEMENT</u></b>
<b>Open House or Social Event</b>	<b>Client</b>	<b>April 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>Open House or Social Event</b>	<b>Client</b>	<b>May 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>Open House Event (or Social Event)</b>	<b>Client</b>	<b>June 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>Open House Event (or Social Event)</b>	<b>Client</b>	<b>July 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>Open House Event (or Social Event)</b>	<b>Client</b>	<b>August 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>

**BILLING DATES**

<sup>1</sup> Subject to extension by written agreement of the parties.

**CONFIDENTIAL**

	<b><u>RESPONSIBLE PARTY</u></b>	<b><u>RECEIVING PARTY</u></b>	<b><u>DUE DATE FOR PERFORMANCE</u></b>	<b><u>SECTION OF AGREEMENT</u></b>
<b>Payment of Each Following Fee Due</b>	<b>Client</b>	<b>GS</b>	<b>30 days following Client's receipt of invoice</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$11,142.86</b>	<b>GS</b>	<b>Client</b>	<b>Apr 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$11,142.86</b>	<b>GS</b>	<b>Client</b>	<b>May 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$11,142.86</b>	<b>GS</b>	<b>Client</b>	<b>Jun 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$11,142.86</b>	<b>GS</b>	<b>Client</b>	<b>Jul 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$11,142.86</b>	<b>GS</b>	<b>Client</b>	<b>Aug 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$11,142.86</b>	<b>GS</b>	<b>Client</b>	<b>Sep 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$11,142.86</b>	<b>GS</b>	<b>Client</b>	<b>Oct 15, 2024</b>	<b><u>Schedule 2</u></b>

Schedule 3-2

**SCHEDULE 4**

**FORM OF STUDENT APPLICATION REPORT**

March Monthly Enrollment Count Breakdown						
Grade	NEW Applied & Confirmed	NEW Registrations in Process	NEW Waitlisted	CURRENT Enrolled on 30th of month	CURRENT Pending Exits	Net Projected Current Students
TK/PreK						0
K						0
1						0
2						0
3						0
4						0
5						0
6						0
7						0
8						0
9						0
10						0
11						0
12						0
<b>Total</b>	0	0	0	0	0	0

**Definitions:**  
**Enrollment Process:** Apply > Be Offered Space > Accept Seat > Register > Officially Enrolled  
**"NEW Applied & Confirmed"** - number of new students who have applied, been offered space, and accepted that space  
**"NEW Registrations in Process"** - number of "Applied & Confirmed" students whose registration is officially in process  
**"NEW Wait listed"** - number of students who have applied and been notified that they are on the waiting list  
**"CURRENT Enrolled on 30th of month"** - Number of existing students in each grade level as of 30th  
**"CURRENT Pending Exits"** - Number of "Enrolled on 30th" students who have initiated a withdrawal process or are on track for graduation  
**"Net Projected CURRENT Students"** - "Enrolled on 30th" minus "Pending Exits"

**CONFIDENTIAL**

**ENROLLMENT MARKETING SERVICES AGREEMENT**

This Enrollment Marketing Services Agreement (“**Agreement**”) is entered into and made effective as of April 05, 2024 (the “**Effective Date**”), by and between **THE INTERGENERATIONAL SCHOOL**, an Ohio nonprofit corporation, as operator of **THE INTERGENERATIONAL SCHOOL** (hereinafter, collectively “**Client**”) having its principal place of business at:

Organization Name: The Intergenerational School  
Address: 11327 Shaker Blvd  
City State, Zip: Cleveland, OH 44104  
Phone: (c21) 697-8475 3  
Fax:  
Signer Contact: Lynn Carpenter, Board Chair  
Signer Contact Email: lwc@epochpi.com  
Billing Contact: Sarah Alonso, Operations Director  
Billing Contact Email: salonso@igschools.org

and **CHARTER SCHOOL CAPITAL, INC.**, a Delaware corporation, doing business as **GROW SCHOOLS** (“**GS**”), having its principal place of business at:

Organization Name: Charter School Capital, Inc., d/b/a Grow Schools  
Address: 1000 SW Broadway, Suite 1800  
City State, Zip: Portland, Oregon 97205  
Phone: (503) 227-2910  
Fax: (855) 972-0187  
Email: enrollment@growschools.com

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. TERM**

The initial term (“**Term**”) of this Agreement shall commence on the Effective Date and shall continue until the Agreement Termination Date (as referenced in Schedule 3), unless earlier terminated in accordance with Paragraph 10. The Term may be extended only by a written agreement signed by both parties.

**2. SERVICES**

2.1 Client hereby engages GS, and GS hereby accepts such engagement, as an independent contractor to provide the enrollment marketing services set forth on Schedule 1 (the “**Services**”) to Client on the terms and conditions set forth in this Agreement. GS may subcontract the provision of Services (or any portion thereof) in GS’s sole discretion. GS may also utilize the services of third party in performing the Services.

**CONFIDENTIAL**

- 2.2 Client acknowledges that performance of the Services may require frequent and timely exchanges of information between Client and GS. Materials and information requested by GS will be provided by Client in a prompt, timely manner so as not to hinder or delay GS's performance of Services and/or GS's collection of Fees (as hereinafter defined) hereunder. In the course of performing the Services, GS shall comply with all applicable policies of Client relating to the use of school logos, marks and other materials and information supplied by Client to the extent GS has been notified of same.
- 2.3 Client agrees that GS will take direction solely from the authorized representative(s) listed as "Contact Person" for Client in the Recitals to this Agreement. Client represents and warrants to GS that each authorized representative has been vested with full legal power and all authority required to act on behalf of, and bind, Client with respect to both the Services to be performed by GS and the Fees (as hereinafter defined).

**3. FEES AND EXPENSES**

- 3.1 As compensation for the Services, Client shall pay GS the fees, as more particularly described in Schedule 2 (the "Fees"), payable in accordance with the terms set forth in Schedule 2 and Schedule 3.
- 3.2 If Client fails to pay, when due, any Fees and/or fails to perform any obligations imposed on Client pursuant to the terms of this Agreement (including without limitation, the Client Reporting Obligations (as defined hereinbelow)), GS may, in its sole and absolute discretion, (a) immediately suspend the provision of all Services to Client and/or (b) terminate the Agreement, with cause, in the manner described in Paragraph 10 and invoice Client for all Breakage Fees (as referenced in Schedule 2) then due and owing by Client in the time, manner and amount set forth on Schedule 2. Client expressly acknowledges and agrees that GS will have no liability to Client whatsoever if GS elects to suspend any provision of Services and/or terminate this Agreement (even if GS has been advised of the possibility of damages (which include, but are not limited to, loss of profits, loss of savings or revenue, and/or the claims of third parties)). The term, "**Client Reporting Obligations**," shall have the meaning ascribed thereto in Schedule 1.
- 3.3 If Client shall fail to timely pay the Fees or any other amounts due and owing hereunder, and/or perform any obligations imposed on Client hereunder (including without limitation, Client Reporting Obligations) in a prompt, timely manner as required hereunder, then, to the maximum extent permitted by law, GS is hereby authorized to set off or recoup the amounts that Client owes to GS against all amounts under GS's possession or control at such time or in the future, whether pursuant to this Agreement or otherwise, and to otherwise pursue all remedies available at law or equity.
- 3.4 Any amounts not paid to GS when due will result in the assessment of penalties ("**Late Payment Penalties**"), in the amount set forth in Schedule 2. Any Client Reporting Obligations not performed in a prompt, timely manner when required will result in the assessment of penalties ("**Client Performance Penalties**") in the amount set forth in Schedule 2.

**CONFIDENTIAL**

- 3.5 Client will be solely responsible for, and will pay, any and all sales, use, gross receipt, goods and services, value-added, and personal property taxes, any other taxes and levies, and any interest and penalties related to the foregoing (other than taxes based on the income of GS) that are imposed by any governmental authority in connection with this Agreement and/or the provision of the Services hereunder, and such taxes, if any, will be billed to Client as a separate line item.

**4. RELATIONSHIP OF THE PARTIES**

- 4.1 GS is an independent contractor to Client. GS has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed.
- 4.2 This Agreement shall not be construed to create a partnership, joint venture, employment or agency relationship between GS and Client for any purpose. GS has no authority (and shall not hold itself out as having authority) to bind Client and GS shall not make any agreements or representations on Client's behalf without Client's prior written consent.
- 4.3 GS has the right to perform services similar to the Services for others during the term of this Agreement.

**5. OWNERSHIP**

- 5.1 Each party hereto is and shall be, the sole and exclusive owner of all right, title and interest in and to any information or materials provided by such party to the other party.
- 5.2 To the extent that Services performed for the benefit of Client contain any of GS's Intellectual Property (as defined below), Client agrees that GS is and shall be the sole and exclusive owner of all rights, intellectual and otherwise, to all GS's Intellectual Property in existence prior to the Effective Date and all Intellectual Property made, conceived, developed, discovered or reduced to practice by GS (alone or in conjunction with others) after the Effective Date. GS hereby grants to Client a royalty-free, perpetual, non-exclusive, non-transferrable license to use, publish, reproduce, display, and distribute copies of Works of Authorship (as defined below) solely for marketing programs or campaigns developed by GS under this Agreement, provided that Client complies with all Client Reporting Obligations and other obligations imposed upon the Client under this Agreement. Except for the license granted above, no other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Works of Authorship shall be at Client's sole risk and without liability to GS.
- 5.3 To the extent that Services performed for the benefit of Client contain any of Client's Intellectual Property (as defined below), GS agrees that Client is and shall be the sole and exclusive owner of all rights, intellectual and otherwise, to all Client's Intellectual Property in existence prior to the Effective Date and all Intellectual Property made, conceived, developed, discovered or reduced to practice by Client (alone or in conjunction with others) after the Effective Date. For the term of this Agreement, Client hereby grants to GS a royalty-free, non-exclusive, non-transferrable license to use, publish, reproduce, display, and distribute copies of

**CONFIDENTIAL**

Works of Authorship (as defined below) solely for marketing programs or campaigns developed by GS under this Agreement. Except for the license granted above, no other license or right shall be deemed granted or implied under this Agreement.

- 5.4 For purposes of this Agreement, “**Intellectual Property**” means any and all Inventions, patents, patentable subject matter (irrespective of whether a patent application has been filed), Works of Authorship, trade secrets, trademarks, mask works, copyrights, and any other intellectual property; “**Inventions**” means any and all discoveries, improvements, ideas, concepts, creative works, and designs, whether or not in writing or reduced to practice, and whether or not they are patentable, including, but not limited to, processes, methods, formulas, and techniques and know-how; and “**Works of Authorship**” means those works fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, whether or not they are copyrightable.

## 6. **CONFIDENTIALITY**

- 6.1 Each party acknowledges that the other party will have access to information that is treated as confidential and proprietary by the owner of that information, including, without limitation, any trade secrets, technology and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel or operations of the other party, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the “**Confidential Information**”). As used herein, “**Confidential Information**” includes without limitation, all information concerning or related to the business, operations, financial condition or prospects of a party (whether prepared by a party, its affiliates, advisors, or otherwise, and regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form), and shall specifically include (without limitation): (i) all Intellectual Property, software, inventions, discoveries, trade secrets, processes, techniques, methods, ideas and know-how; and (ii) all financial statements, audit reports, budgets and business plans or forecasts, (iii) marketing plans and strategies and pricing and Fee structure for Services, (iv) enrollment materials, and (v) student information. During the Term and for a period of two (2) years after expiration of the Term, each party agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the owner of such Confidential Information in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services or as otherwise required in connection with this Agreement. Each party shall promptly notify the other party in the event it becomes aware of any loss or disclosure of any Confidential Information.
- 6.2 Confidential Information shall not include information that:
- (a) is or becomes generally available to the public other than through a party’s breach of this Agreement; or
  - (b) is communicated to Client or GS by a third party that had no confidentiality obligations with respect to such information.

**CONFIDENTIAL**

- 6.3 Each party may disclose Confidential Information that is required to be disclosed by law or pursuant to the terms of a subpoena or court order; provided that the party being compelled to disclose that information shall have given the other party prior notice of such disclosure and an opportunity to contest such disclosure and disclose only the minimum Confidential Information necessary to comply with such law or order and otherwise continue to maintain the confidentiality of the Confidential Information.

**7. REPRESENTATIONS AND WARRANTIES; COVENANTS**

- 7.1 Each party represents and warrants to the other that:

- (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution, delivery and performance of this Agreement and the performance of its obligations hereunder does not and will not: (i) conflict with, or constitute a default under any agreement or other instrument to which such party is party, including but not limited to the Client's charter agreement or (ii) result in a violation of any law, rule, regulation, order, judgment or other restriction of any court or governmental authority to which such party is subject;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions; and
- (d) Client is in compliance with all applicable federal, state, and local laws, rules, regulations, practices, procedures, and policies, and with the school's charter agreement, with respect to the recruitment, application, admission, and enrollment of students, including but not limited to anti-discrimination laws and policies, non-sectarian laws and policies, enrollment preferences and procedures, lottery requirements, open enrollment, enrollment caps, applicable geographical limitations, applicable desegregation orders, building and fire codes with respect to occupancy, and privacy laws such as FERPA.

- 7.2 During the term of this Agreement, Client covenants and agrees as follows:

- (a) Client shall comply in all material respects with all applicable local, state and federal laws pertaining to student recruitment, student enrollment and lottery procedures, including without limitation, anti-discrimination provisions regarding admissions, enrollment preferences and procedures, lottery requirements, open enrollment, enrollment caps, applicable geographic limitations, applicable desegregation orders, building and fire codes with respect to occupancy, and privacy laws such as FERPA. Client acknowledges and agrees that GS shall perform enrollment marketing services with the intended objective of increasing inquiries for admission to the school and submission of admission applications to Client, and that GS is not responsible for compliance with laws regarding student recruitment, student enrollment and lottery procedures.



**CONFIDENTIAL**

- (b) Client agrees to comply with all responsibilities and obligations of Client hereunder, including without limitation, the Client Reporting Obligations set forth in Schedule 1 to this Agreement.

**8. DISCLAIMER**

**GS MAKES NO WARRANTY, REPRESENTATION, GUARANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, COMPLETENESS, TITLE, NON-INFRINGEMENT OR MARKET ACCEPTANCE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO ANY SERVICES PROVIDED TO CLIENT PURSUANT TO THIS AGREEMENT. GS DOES NOT REPRESENT, WARRANT OR GUARANTY THAT (I) THE SERVICES WILL BE ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SYSTEM OR DATA; (II) THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (III) ANY DATA STORED USING THE SERVICES WILL BE ACCURATE, RELIABLE, OR SECURE; OR (IV) THE PRODUCTS AND/OR SERVICES WILL BE ACCEPTED AND/OR USED IN THE MARKETPLACE. CLIENT ACKNOWLEDGES AND AGREES THAT GS HAS NOT PROVIDED ANY GUARANTEE OF SUCCESS OR OF SPECIFIC RESULTS IN CONNECTION WITH THE SERVICES AND HAS NOT PROVIDED ANY REPRESENTATIONS OR WARRANTIES REGARDING THE OUTCOME FROM SUCH SERVICES (INCLUDING, WITHOUT LIMITATION, ANY SPECIFIC LEVEL OF ENROLLMENT TO BE GENERATED BY CLIENT THEREFROM). GS IS NOT RESPONSIBLE FOR THE ACTIONS, OMISSIONS, PRODUCTS, SERVICES OR CONTENT OF ANY THIRD PARTY OR THE IMPACT OF SUCH ACTIONS, OMISSIONS, PRODUCTS, SERVICES OR CONTENT ON THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER.**

**9. INDEMNIFICATION**

Client shall defend, indemnify and hold harmless GS and its affiliates and their officers, directors, employees, successors and permitted assigns from and against any and all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from: (a) any misrepresentations made or factually incorrect information provided wilfully or negligently by Client to GS, (b) any claim that any product or service that Client develops, creates and/or sells which incorporates any portion of the Services provided by GS hereunder infringes or violates the intellectual property or other rights of any third party, (c) any claim that logos, marks or other materials supplied by Client infringe or violate the intellectual property or other rights of any third party, (d) any taxes, levies, interest and penalties described in Paragraph 3.5 and (e) except as provided hereinbelow in this Paragraph 9, any claim alleging violations of applicable local, state and federal laws, rules, policies, procedures

**CONFIDENTIAL**

or practices, or violations of Client's charter agreement, relating to student recruitment, admission, or enrollment.

Client shall not be obligated to defend, indemnify or hold harmless GS, its affiliates or their officers, directors, employees, successors or permitted assigns from and against any claim alleging violation of federal non-discrimination laws to the extent such claim arises strictly from the content of posts or blogs created by GS (and not supplied and/or reviewed in any form by Client prior to its use) in GS's performance of Services (i.e. social media engagement) described in Paragraph 1(c) of Schedule 1, where the creation and use of such content in posts or blogs is deemed to have resulted from the willful misconduct or gross negligence of GS (as determined by a final, non-appealable order from a court of competent jurisdiction).

**10. TERMINATION**

10.1 Termination by Either Party. Either party may terminate this Agreement with or without cause within ninety (90) days of the Effective Date upon 30 days' prior written notice to the other party delivered to the other party at the address specified above in this Agreement. Thereafter either party may terminate this Agreement, effective upon written notice to the other party, in the event that the other party breaches this Agreement and fails to cure such breach within fifteen (15) days after written notice of such breach.

10.2 Reserved.

10.3 Obligations Following Termination. Upon expiration or termination (with or without cause) of this Agreement for any reason:

- (a) GS shall immediately cease work on the provision of Services then being provided to Client pursuant to this Agreement and all outstanding Fees or any other amounts outstanding hereunder shall immediately be due and payable without further demand or action by GS;
- (b) Upon written request by a party, the other party shall return, destroy and/or permanently erase from its computer systems all Confidential Information of the requesting party; and
- (c) With regards to Fees, if any, earned by GS prior to the Termination Date, Client shall pay GS such Fees within fifteen (15) days upon Client's receipt of an invoice for the same. To the degree that Client terminates this Agreement prior to the Final Enrollment Calculation Date (as designated in Schedule 3), Client shall pay GS Breakage Fees within fifteen (15) days upon Client's receipt of an invoice for the same.

As used in this Agreement, "**Agreement Termination Date**" shall mean the date on which the Agreement is terminated or expires.

10.4 Survival of Provisions. The terms and conditions of Paragraphs 3, 6, 9, 11, 13 and 14 shall survive the expiration or termination of this Agreement.

**CONFIDENTIAL****11. NON-SOLICITATION**

Client recognizes that GS's personnel (whether a full-time or part-time employee of GS, or an independent contractor engaged by GS to perform Services hereunder) ("**GS Service Providers**") are a valuable resource of GS. Client agrees that during the Term (and any extension of such Term agreed upon in writing by the parties) and for a period of twenty-four (24) months thereafter, Client shall not make any solicitation to employ or directly contract with GS Service Providers without the prior written consent of GS (which may be given or withheld in GS's sole discretion). Client acknowledges that (a) its hiring of any GS Service Providers will cause GS to invest substantial time and money to locate, hire and train a replacement; (b) each of the GS Service Providers perform concurrent services for multiple GS clients, so GS will be required to locate, hire and train replacements to cover its other clients and GS may lose one or more of its other clients; and (c) the nature of GS's business model will create additional risks and expenses if Client hires (or directly contracts with) any GS Service Provider.

**12. ASSIGNMENT**

Client shall not assign this Agreement or any rights under this Agreement without the prior written consent of GS (which may be given or withheld in GS's sole discretion). Any assignment in violation of the foregoing shall be deemed null and void. Subject to the limits on assignment stated in this Paragraph, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

**13. LIMITATION OF LIABILITY**

**(A) UNDER NO CIRCUMSTANCES WILL GS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ALL SERVICES PROVIDED THEREUNDER), REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY), EVEN IF GS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHICH INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, THE CLAIMS OF THIRD PARTIES, AND/OR INJURY TO PERSONS OR PROPERTY).**

**(B) THE PARTIES EXPRESSLY AGREE THAT THE TOTAL LIABILITY OF GS UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR GS'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF CONTRACT) WILL BE EXPRESSLY LIMITED TO AN AMOUNT EQUAL TO THE AGGREGATE FEES ACTUALLY RECEIVED BY GS FROM CLIENT PURSUANT TO THIS AGREEMENT. CLIENT ACCEPTS THE RESTRICTIONS ON ITS RIGHT TO RECOVER ADDITIONAL DAMAGES AS PART OF ITS BARGAIN WITH GS, AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT, WITHOUT SUCH**

**CONFIDENTIAL****RESTRICTIONS, THE CONSIDERATION FOR THE SERVICES PROVIDED  
HEREUNDER WOULD BE HIGHER.****14. MISCELLANEOUS**

- 14.1 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Paragraph). A Notice is effective only if the party giving the Notice has complied with the requirements of this Paragraph. Except as otherwise provided in this Agreement, a Notice shall be deemed effective (i) upon delivery if delivered in person or sent by certified or registered mail (in each case, return receipt requested, postage prepaid) or a nationally-recognized overnight courier (with all fees pre-paid) or (ii) when sent via an electronic mail of a PDF document if a written confirmation of delivery is obtained and notice is also sent via a nationally recognized overnight courier the same business day or the next succeeding business day thereafter.
- 14.2 This Agreement, together with any other documents incorporated herein by reference and related Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 14.3 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- 14.4 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County, for the State of Oregon, or, in the United States District Court for the District of Oregon. The parties to this Agreement expressly consent to the in personam jurisdiction of such courts.
- 14.5 If either party takes any action to enforce its rights under this Agreement, then the prevailing party to such action may recover from the other all of such prevailing party’s costs incurred in connection with bringing or defending such action, as the case may be, including (without limitation) reasonable attorneys’ fees and costs of appeals.
- 14.6 If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement.

**CONFIDENTIAL**

- 14.7 If any portion or provision of this Agreement (including, without limitation, any portion or provision of any paragraph or section of this Agreement) shall to any extent be deemed illegal or unenforceable, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14.8 Ambiguities and uncertainties in this Agreement, if any, shall not be interpreted against either party, irrespective of which party may be deemed to have caused the ambiguity or uncertainty to exist. All references in this Agreement to the singular shall include the plural where applicable, and all references to gender shall include both genders and the neuter. The word “including” shall be deemed to be immediately followed by the words “without limitation.”
- 14.9 Except as otherwise expressly provided in this Agreement, GS shall not be liable to Client for any delay in or failure of its performance under this Agreement resulting from any act of God, fire, flood, explosion or other natural disaster, actions or impositions by Federal, state or local authorities, strike, labor dispute, vandalism, riot, commotion, act of public enemies, blockage or embargo, acts or omissions of third parties, pandemic, or any other cause beyond the reasonable control of GS (“**Force Majeure**”). Upon the occurrence of any such event that results in, or will result in, a delay or failure to perform, GS shall be relieved from fulfilling its obligations under this Agreement during the period of such Force Majeure event and shall provide written notice to Client of such occurrence and the anticipated effect of such occurrence.
- 14.10 GS has the right to list Client as a client of GS in all advertising, marketing and promotional materials designed to promote GS and its services anywhere in the world. Client hereby grants GS a non-exclusive, royalty-free, perpetual, worldwide license to use in all advertising, marketing and promotional materials designed to promote GS and its services anywhere in the world: (i) Client’s name and logo, (ii) a screen-capture of Client’s website with a link to such website, and (iii) non-confidential details of the project(s) completed for Client. Client agrees that no monetary or other consideration shall be due to Client for the rights granted or the uses described in this Paragraph.
- 14.11 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

*(Signature Page Follows)*

**CONFIDENTIAL**

The parties, intending to be bound, have executed this Enrollment Marketing Services Agreement effective as of the Effective Date.

**THE INTERGENERATIONAL SCHOOL,**  
an Ohio nonprofit corporation, as operator of **THE**  
**INTERGENERATIONAL SCHOOL**

By: \_\_\_\_\_  
Name: Lynn Carpenter  
Title: Board Chair

**CHARTER SCHOOL CAPITAL, INC.,** a  
Delaware corporation, doing business as **GROW**  
**SCHOOLS**

By: \_\_\_\_\_  
Name: Kirt Nilsson  
Title: President

**SCHEDULE 1****DESCRIPTION OF SERVICES  
AND  
CLIENT OBLIGATIONS****1. DESCRIPTION OF SERVICES**

GS will provide Services to Client with an intended objective of increasing awareness and lead generation for Client – specifically, driving student enrollments in combination with open house events and other social events undertaken by Client staff and teachers to promote enrollment at Client’s school, all as described below in Paragraph 4 of this Schedule 1.

The Services include the following:

GS will research, develop, and design a marketing plan for Client. Thereafter, GS will implement any combination of the following marketing tactics (to the extent determined effective by GS):

- a. Provide updates to Client’s website – such updates may include landing page to capture enrollment inquiries and/or other front- or back-end updates as needed;
- b. Conduct Search Engine Optimization (“SEO”) campaign to increase visibility of Client’s website and boost organic search traffic;
- c. Provide Social Media content for enrollment activities on Facebook, Instagram, YouTube, Twitter, and/or Client’s other social media accounts ;
- d. Conduct paid digital media campaigns – such campaigns may include paid search ad placements, online display advertising/banners, social media advertising, remarketing to website visitors, and/or other online placements;
- e. Design and print assets such as yard signs, banners or signage, postcards, and/or fliers as needed; and/or
- f. Content creation including story arcs, social media copy, blog posts, email campaigns, video/photography, and/or other content as needed.

The Services will be performed by GS during the period commencing on the EM Program Commencement Date through and including the EM Program End Date as set forth in Schedule 2. The Services shall include the progress reports described in Paragraph 2 of this Schedule 2.

Schedule 1-1

**CONFIDENTIAL****2. PROGRESS REPORTS TO THE CLIENT**

GS will report on its activities and accomplishments in writing at least monthly. Client is responsible for providing prompt feedback regarding results of GS marketing activities on a timely basis so that GS may complete (or make adjustments, as necessary, to enhance) performance of Services to allow for maximum desired impact in increasing lead generation and enrollment activities for Client.

**3. CLIENT INFORMATION AND MATERIALS TO GS**

Client will furnish to GS such marks, logos and school photos in electronic form, and other miscellaneous materials required in order for GS to perform the Services (collectively, “**Client Materials**”), including without limitation, such information as may be requested by GS for the purpose of generating web content for landing pages, email and social media campaigns and brochures. Client Materials shall be submitted by Client to GS on or before the submission date set forth in Schedule 3.

**4. CLIENT REPORTING OBLIGATIONS AND OTHER OBLIGATIONS:**

Client shall be solely responsible for the administration and implementation of all processes and procedures relating to student recruitment, student enrollment and lottery procedures for all existing and prospective students applying for admission to (and/or selected for admission to) Client.

Client shall be solely responsible for all reporting to all governmental and regulatory entities or agencies with jurisdiction over Client as it relates to student recruitment, student enrollment and lottery procedures (including without limitation, the collection of vaccination records and other student information) and all other matters relating to its operation of a charter school.

Client shall be responsible for compliance with all applicable federal, state, and local laws, rules, regulations, practices, procedures, and policies, and with the school’s charter agreement, with respect to the recruitment, application, admission, and enrollment of students, including but not limited to anti-discrimination laws and policies, non-sectarian laws and policies, enrollment preferences and procedures, lottery requirements, open enrollment, enrollment caps, applicable geographical limitations, applicable desegregation orders, building and fire codes, and privacy laws such as FERPA.

Client shall be responsible for delivering to GS completed Student Application Reports in the form attached hereto as Schedule 4 (collectively, “**Client Reporting Obligations**”), on the dates specified in Schedule 3.

Client shall be responsible to make arrangements for, and hold a minimum of five (5) open house or social events any time during the period commencing within 60 days of the EM Program Commencement Date through the EM Program End Date (as specified in Schedule 3) for the purpose of promoting enrollment for the current school year and the next succeeding school year.

Schedule 1-2



## SCHEDULE 2

### FEES

#### LATE PAYMENT PENALTIES

#### CLIENT PERFORMANCE PENALTIES

#### BREAKAGE FEES

### 1. FEE CALCULATION FOR SERVICES

In consideration for the value of the Services performed by GS, Client agrees, in return, to pay to GS a base fee of \$26,000.00 (“**Base Fee**”), paid in monthly installments of \$3,714.29.

Provided that the Agreement is not terminated by either GS or the Client as contemplated in Paragraph 10 of the Agreement, Client shall not be required to reimburse GS for expenses incurred by GS with respect to the performance of Services under this Agreement.

Provided that the Agreement is not terminated by either GS or the Client as contemplated in Paragraph 10 of the Agreement, Fees shall be due in full no later than thirty (30) days following Client’s receipt of an invoice for Services rendered. The invoice (“**Invoice Fees**”) will be issued with respect to the Performance Fee due and owing. The timing for the issuance of such invoices is outlined in Schedule 3.

### 2. LATE PAYMENT PENALTIES

Fees not paid to GS in full when due upon completion of Services shall result in the assessment of Late Payment Penalties for each 30-day period in which Fees remain unpaid to GS in full. The Late Payment Penalty shall equal an annual default interest rate of 18%, unless otherwise limited by applicable law, multiplied by the outstanding balance, prorated for time. Such Late Payment Penalty shall be added to the Fee (plus any other penalties assessed, if applicable) then outstanding at that time and shall be payable 30 days after notification from GS that such late fees have been applied.

### 3. CLIENT PERFORMANCE PENALTIES

Failure of the Client to deliver to GS the final Student Application Reports or otherwise comply with any other Client Reporting Obligations in accordance with the time frames set forth in Schedule 3 shall result in the assessment of Client Performance Penalties for each 30-day period in which Client fails to deliver the final Student Application Report (or any other report required in accordance with Client Reporting Obligations). The Client Performance Penalty shall equal an annual rate of 18%, unless otherwise limited by applicable law, multiplied by the Fee, prorated for time. Such Client Performance Penalty shall be added to the Fee (plus any other penalties assessed, if applicable) then outstanding at that time.

Schedule 2-1

**CONFIDENTIAL****4. BREAKAGE FEES**

If the Client terminates the Agreement, the Client shall be required to reimburse GS in an amount equal to one hundred and thirty percent (130%) multiplied by the total amount of expenses incurred by GS with respect to the performance of Services under this Agreement up to, and including, the effective date of the termination.

If GS terminates the Agreement (with cause), the Client shall be required to reimburse GS in an amount equal to one hundred and thirty percent (130%) multiplied by the total amount of expenses incurred by GS with respect to the performance of Services under this Agreement up to, and including, the effective date of the termination.

Any amounts due and payable to GS upon a termination of the Agreement (whether by GS or Client) shall be due in full no later than fifteen (15) days following Client's receipt of an invoice for the same, along with supporting backup demonstrating actual costs incurred by GS with respect to performance of Services under this Agreement up to, and including, the effective date of the termination.

**5. METHOD FOR PAYMENT**

Client elects to pay Fees (along with Late Payment Penalties and Client Performance Penalties, if applicable) or Breakage Fee, as applicable, as follows: **[CHECK ONE BOX ONLY]**

- Client will wire transfer payment in full to GS-designated deposit account.
- Client will submit payment by check to GS in full payment for each invoice issued for Fees referenced on, and in accordance with, Schedule 2 and Schedule 3 hereof. If the check provided for payment under this contract is returned by the bank due to insufficient funds, closed account, stop payment, or any other reason a \$50.00 fee will be applied to the account.
- Client will execute an ACH authorization form with respect to any one or more checking/savings account(s) maintained and established in the name of Client at a depository bank, which provides for the drafting of such account by such depository bank for the Fees, and the crediting of an account listed in instructions provided by GS to such depository bank.
- Client will finance payment of the Fees through a GS receivables purchase facility. The amount of financing will be determined by actual student enrollment at Client's school at the time of application for financing. Approval for financing shall be subject to satisfactory completion of the GS underwriting and due diligence process.

Schedule 2-2

**SCHEDULE 3**

**DATES FOR REQUIRED PERFORMANCE**

**KEY PROGRAM DATES**

	<b><u>RESPONSIBLE PARTY</u></b>	<b><u>RECEIVING PARTY</u></b>	<b><u>DUE DATE FOR PERFORMANCE</u></b>	<b><u>SECTION OF AGREEMENT</u></b>
<b>Effective Date of Agreement</b>	<b>GS; Client</b>	<b>N/A</b>	<b>04/05/2024</b>	<b>Opening Paragraph</b>
<b>Deliver Client Materials</b>	<b>Client</b>	<b>GS</b>	<b>Ongoing</b>	<b>Paragraph 3, <u>Schedule 1</u></b>
<b>EM Program Commencement Date</b>	<b>GS; Client</b>	<b>N/A</b>	<b>04/08/2024</b>	<b>Paragraph 1, <u>Schedule 1</u></b>
<b>Deliver Student Application Report (for pre-applications submitted during preceding month)</b>	<b>Client</b>	<b>GS</b>	<b>Ongoing</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>EM Program End Date</b>	<b>GS; Client</b>	<b>N/A</b>	<b>10/31/2024</b>	<b>Paragraph 1, <u>Schedule 1</u></b>
<b>Agreement Termination Date<sup>1</sup></b>	<b>GS; Client</b>	<b>N/A</b>	<b>11/15/2024</b>	<b>Paragraph 1</b>

**OPEN HOUSE DATES**

	<b><u>RESPONSIBLE PARTY</u></b>	<b><u>DUE DATE FOR PERFORMANCE</u></b>	<b><u>SECTION OF AGREEMENT</u></b>
<b>Open House or Social Event</b>	<b>Client</b>	<b>April 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>Open House or Social Event</b>	<b>Client</b>	<b>May 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>Open House Event (or Social Event)</b>	<b>Client</b>	<b>June 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>Open House Event (or Social Event)</b>	<b>Client</b>	<b>July 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>Open House Event (or Social Event)</b>	<b>Client</b>	<b>August 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>

**BILLING DATES**

<sup>1</sup> Subject to extension by written agreement of the parties.

**CONFIDENTIAL**

	<b><u>RESPONSIBLE PARTY</u></b>	<b><u>RECEIVING PARTY</u></b>	<b><u>DUE DATE FOR PERFORMANCE</u></b>	<b><u>SECTION OF AGREEMENT</u></b>
<b>Payment of Each Following Fee Due</b>	<b>Client</b>	<b>GS</b>	<b>30 days following Client's receipt of invoice</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>Apr 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>May 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>Jun 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>Jul 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>Aug 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>Sep 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>Oct 15, 2024</b>	<b><u>Schedule 2</u></b>

Schedule 3-2

**SCHEDULE 4**

**FORM OF STUDENT APPLICATION REPORT**

March Monthly Enrollment Count Breakdown						
Grade	NEW Applied & Confirmed	NEW Registrations in Process	NEW Waitlisted	CURRENT Enrolled on 30th of month	CURRENT Pending Exits	Net Projected Current Students
TK/PreK						0
K						0
1						0
2						0
3						0
4						0
5						0
6						0
7						0
8						0
9						0
10						0
11						0
12						0
<b>Total</b>	0	0	0	0	0	0

**Definitions:**  
**Enrollment Process:** Apply > Be Offered Space > Accept Seat > Register > Officially Enrolled  
**"NEW Applied & Confirmed"** - number of new students who have applied, been offered space, and accepted that space  
**"NEW Registrations in Process"** - number of "Applied & Confirmed" students whose registration is officially in process  
**"NEW Wait listed"** - number of students who have applied and been notified that they are on the waiting list  
**"CURRENT Enrolled on 30th of month"** - Number of existing students in each grade level as of 30th  
**"CURRENT Pending Exits"** - Number of "Enrolled on 30th" students who have initiated a withdrawal process or are on track for graduation  
**"Net Projected CURRENT Students"** - "Enrolled on 30th" minus "Pending Exits"

**CONFIDENTIAL**

**ENROLLMENT MARKETING SERVICES AGREEMENT**

This Enrollment Marketing Services Agreement (“**Agreement**”) is entered into and made effective as of April 05, 2024 (the “**Effective Date**”), by and between **NEAR WEST INTERGENERATIONAL SCHOOL**, an Ohio nonprofit corporation, as operator of **NEAR WEST INTERGENERATIONAL SCHOOL** (hereinafter, collectively “**Client**”) having its principal place of business at:

Organization Name: Near West Intergenerational School  
Address: 3805 Terrett Ave  
City State, Zip: Cleveland, OH 44113  
Phone: (216) 721-0120  
Fax:  
Signer Contact: Lynn Carpenter, Board Chair  
Signer Contact Email: lwc@epochpi.com  
Billing Contact: Sarah Alonso, Operations Director  
Billing Contact Email: salonso@igschools.org

and **CHARTER SCHOOL CAPITAL, INC.**, a Delaware corporation, doing business as **GROW SCHOOLS** (“**GS**”), having its principal place of business at:

Organization Name: Charter School Capital, Inc., d/b/a Grow Schools  
Address: 1000 SW Broadway, Suite 1800  
City State, Zip: Portland, Oregon 97205  
Phone: (503) 227-2910  
Fax: (855) 972-0187  
Email: enrollment@growschools.com

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. TERM**

The initial term (“**Term**”) of this Agreement shall commence on the Effective Date and shall continue until the Agreement Termination Date (as referenced in Schedule 3), unless earlier terminated in accordance with Paragraph 10. The Term may be extended only by a written agreement signed by both parties.

**2. SERVICES**

2.1 Client hereby engages GS, and GS hereby accepts such engagement, as an independent contractor to provide the enrollment marketing services set forth on Schedule 1 (the “**Services**”) to Client on the terms and conditions set forth in this Agreement. GS may subcontract the provision of Services (or any portion thereof) in GS’s sole discretion. GS may also utilize the services of third party in performing the Services.

**CONFIDENTIAL**

- 2.2 Client acknowledges that performance of the Services may require frequent and timely exchanges of information between Client and GS. Materials and information requested by GS will be provided by Client in a prompt, timely manner so as not to hinder or delay GS's performance of Services and/or GS's collection of Fees (as hereinafter defined) hereunder. In the course of performing the Services, GS shall comply with all applicable policies of Client relating to the use of school logos, marks and other materials and information supplied by Client to the extent GS has been notified of same.
- 2.3 Client agrees that GS will take direction solely from the authorized representative(s) listed as "Contact Person" for Client in the Recitals to this Agreement. Client represents and warrants to GS that each authorized representative has been vested with full legal power and all authority required to act on behalf of, and bind, Client with respect to both the Services to be performed by GS and the Fees (as hereinafter defined).

**3. FEES AND EXPENSES**

- 3.1 As compensation for the Services, Client shall pay GS the fees, as more particularly described in Schedule 2 (the "Fees"), payable in accordance with the terms set forth in Schedule 2 and Schedule 3.
- 3.2 If Client fails to pay, when due, any Fees and/or fails to perform any obligations imposed on Client pursuant to the terms of this Agreement (including without limitation, the Client Reporting Obligations (as defined hereinbelow)), GS may, in its sole and absolute discretion, (a) immediately suspend the provision of all Services to Client and/or (b) terminate the Agreement, with cause, in the manner described in Paragraph 10 and invoice Client for all Breakage Fees (as referenced in Schedule 2) then due and owing by Client in the time, manner and amount set forth on Schedule 2. Client expressly acknowledges and agrees that GS will have no liability to Client whatsoever if GS elects to suspend any provision of Services and/or terminate this Agreement (even if GS has been advised of the possibility of damages (which include, but are not limited to, loss of profits, loss of savings or revenue, and/or the claims of third parties)). The term, "**Client Reporting Obligations**," shall have the meaning ascribed thereto in Schedule 1.
- 3.3 If Client shall fail to timely pay the Fees or any other amounts due and owing hereunder, and/or perform any obligations imposed on Client hereunder (including without limitation, Client Reporting Obligations) in a prompt, timely manner as required hereunder, then, to the maximum extent permitted by law, GS is hereby authorized to set off or recoup the amounts that Client owes to GS against all amounts under GS's possession or control at such time or in the future, whether pursuant to this Agreement or otherwise, and to otherwise pursue all remedies available at law or equity.
- 3.4 Any amounts not paid to GS when due will result in the assessment of penalties ("**Late Payment Penalties**"), in the amount set forth in Schedule 2. Any Client Reporting Obligations not performed in a prompt, timely manner when required will result in the assessment of penalties ("**Client Performance Penalties**") in the amount set forth in Schedule 2.

**CONFIDENTIAL**

- 3.5 Client will be solely responsible for, and will pay, any and all sales, use, gross receipt, goods and services, value-added, and personal property taxes, any other taxes and levies, and any interest and penalties related to the foregoing (other than taxes based on the income of GS) that are imposed by any governmental authority in connection with this Agreement and/or the provision of the Services hereunder, and such taxes, if any, will be billed to Client as a separate line item.

**4. RELATIONSHIP OF THE PARTIES**

- 4.1 GS is an independent contractor to Client. GS has the sole right to control and direct the means, manner and method by which the Services required by this Agreement will be performed.
- 4.2 This Agreement shall not be construed to create a partnership, joint venture, employment or agency relationship between GS and Client for any purpose. GS has no authority (and shall not hold itself out as having authority) to bind Client and GS shall not make any agreements or representations on Client's behalf without Client's prior written consent.
- 4.3 GS has the right to perform services similar to the Services for others during the term of this Agreement.

**5. OWNERSHIP**

- 5.1 Each party hereto is and shall be, the sole and exclusive owner of all right, title and interest in and to any information or materials provided by such party to the other party.
- 5.2 To the extent that Services performed for the benefit of Client contain any of GS's Intellectual Property (as defined below), Client agrees that GS is and shall be the sole and exclusive owner of all rights, intellectual and otherwise, to all GS's Intellectual Property in existence prior to the Effective Date and all Intellectual Property made, conceived, developed, discovered or reduced to practice by GS (alone or in conjunction with others) after the Effective Date. GS hereby grants to Client a royalty-free, perpetual, non-exclusive, non-transferrable license to use, publish, reproduce, display, and distribute copies of Works of Authorship (as defined below) solely for marketing programs or campaigns developed by GS under this Agreement, provided that Client complies with all Client Reporting Obligations and other obligations imposed upon the Client under this Agreement. Except for the license granted above, no other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Works of Authorship shall be at Client's sole risk and without liability to GS.
- 5.3 To the extent that Services performed for the benefit of Client contain any of Client's Intellectual Property (as defined below), GS agrees that Client is and shall be the sole and exclusive owner of all rights, intellectual and otherwise, to all Client's Intellectual Property in existence prior to the Effective Date and all Intellectual Property made, conceived, developed, discovered or reduced to practice by Client (alone or in conjunction with others) after the Effective Date. For the term of this Agreement, Client hereby grants to GS a royalty-free, non-exclusive, non-transferrable license to use, publish, reproduce, display, and distribute copies of



**CONFIDENTIAL**

Works of Authorship (as defined below) solely for marketing programs or campaigns developed by GS under this Agreement. Except for the license granted above, no other license or right shall be deemed granted or implied under this Agreement.

- 5.4 For purposes of this Agreement, “**Intellectual Property**” means any and all Inventions, patents, patentable subject matter (irrespective of whether a patent application has been filed), Works of Authorship, trade secrets, trademarks, mask works, copyrights, and any other intellectual property; “**Inventions**” means any and all discoveries, improvements, ideas, concepts, creative works, and designs, whether or not in writing or reduced to practice, and whether or not they are patentable, including, but not limited to, processes, methods, formulas, and techniques and know-how; and “**Works of Authorship**” means those works fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device, whether or not they are copyrightable.

## 6. **CONFIDENTIALITY**

- 6.1 Each party acknowledges that the other party will have access to information that is treated as confidential and proprietary by the owner of that information, including, without limitation, any trade secrets, technology and information pertaining to business operations and strategies, customers, pricing, marketing, finances, sourcing, personnel or operations of the other party, its affiliates or their suppliers or customers, in each case whether spoken, printed, electronic or in any other form or medium (collectively, the “**Confidential Information**”). As used herein, “**Confidential Information**” includes without limitation, all information concerning or related to the business, operations, financial condition or prospects of a party (whether prepared by a party, its affiliates, advisors, or otherwise, and regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form), and shall specifically include (without limitation): (i) all Intellectual Property, software, inventions, discoveries, trade secrets, processes, techniques, methods, ideas and know-how; and (ii) all financial statements, audit reports, budgets and business plans or forecasts, (iii) marketing plans and strategies and pricing and Fee structure for Services, (iv) enrollment materials, and (v) student information. During the Term and for a period of two (2) years after expiration of the Term, each party agrees to treat all Confidential Information as strictly confidential, not to disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the owner of such Confidential Information in each instance, and not to use any Confidential Information for any purpose except as required in the performance of the Services or as otherwise required in connection with this Agreement. Each party shall promptly notify the other party in the event it becomes aware of any loss or disclosure of any Confidential Information.
- 6.2 Confidential Information shall not include information that:
- (a) is or becomes generally available to the public other than through a party’s breach of this Agreement; or
  - (b) is communicated to Client or GS by a third party that had no confidentiality obligations with respect to such information.

**CONFIDENTIAL**

- 6.3 Each party may disclose Confidential Information that is required to be disclosed by law or pursuant to the terms of a subpoena or court order; provided that the party being compelled to disclose that information shall have given the other party prior notice of such disclosure and an opportunity to contest such disclosure and disclose only the minimum Confidential Information necessary to comply with such law or order and otherwise continue to maintain the confidentiality of the Confidential Information.

**7. REPRESENTATIONS AND WARRANTIES; COVENANTS**

- 7.1 Each party represents and warrants to the other that:

- (a) it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
- (b) the execution, delivery and performance of this Agreement and the performance of its obligations hereunder does not and will not: (i) conflict with, or constitute a default under any agreement or other instrument to which such party is party, including but not limited to the Client's charter agreement or (ii) result in a violation of any law, rule, regulation, order, judgment or other restriction of any court or governmental authority to which such party is subject;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary actions; and
- (d) Client is in compliance with all applicable federal, state, and local laws, rules, regulations, practices, procedures, and policies, and with the school's charter agreement, with respect to the recruitment, application, admission, and enrollment of students, including but not limited to anti-discrimination laws and policies, non-sectarian laws and policies, enrollment preferences and procedures, lottery requirements, open enrollment, enrollment caps, applicable geographical limitations, applicable desegregation orders, building and fire codes with respect to occupancy, and privacy laws such as FERPA.

- 7.2 During the term of this Agreement, Client covenants and agrees as follows:

- (a) Client shall comply in all material respects with all applicable local, state and federal laws pertaining to student recruitment, student enrollment and lottery procedures, including without limitation, anti-discrimination provisions regarding admissions, enrollment preferences and procedures, lottery requirements, open enrollment, enrollment caps, applicable geographic limitations, applicable desegregation orders, building and fire codes with respect to occupancy, and privacy laws such as FERPA. Client acknowledges and agrees that GS shall perform enrollment marketing services with the intended objective of increasing inquiries for admission to the school and submission of admission applications to Client, and that GS is not responsible for compliance with laws regarding student recruitment, student enrollment and lottery procedures.

**CONFIDENTIAL**

- (b) Client agrees to comply with all responsibilities and obligations of Client hereunder, including without limitation, the Client Reporting Obligations set forth in Schedule 1 to this Agreement.

**8. DISCLAIMER**

**GS MAKES NO WARRANTY, REPRESENTATION, GUARANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, COMPLETENESS, TITLE, NON-INFRINGEMENT OR MARKET ACCEPTANCE, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO ANY SERVICES PROVIDED TO CLIENT PURSUANT TO THIS AGREEMENT. GS DOES NOT REPRESENT, WARRANT OR GUARANTY THAT (I) THE SERVICES WILL BE ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SYSTEM OR DATA; (II) THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS; (III) ANY DATA STORED USING THE SERVICES WILL BE ACCURATE, RELIABLE, OR SECURE; OR (IV) THE PRODUCTS AND/OR SERVICES WILL BE ACCEPTED AND/OR USED IN THE MARKETPLACE. CLIENT ACKNOWLEDGES AND AGREES THAT GS HAS NOT PROVIDED ANY GUARANTEE OF SUCCESS OR OF SPECIFIC RESULTS IN CONNECTION WITH THE SERVICES AND HAS NOT PROVIDED ANY REPRESENTATIONS OR WARRANTIES REGARDING THE OUTCOME FROM SUCH SERVICES (INCLUDING, WITHOUT LIMITATION, ANY SPECIFIC LEVEL OF ENROLLMENT TO BE GENERATED BY CLIENT THEREFROM). GS IS NOT RESPONSIBLE FOR THE ACTIONS, OMISSIONS, PRODUCTS, SERVICES OR CONTENT OF ANY THIRD PARTY OR THE IMPACT OF SUCH ACTIONS, OMISSIONS, PRODUCTS, SERVICES OR CONTENT ON THE SERVICES OR DELIVERABLES PROVIDED HEREUNDER.**

**9. INDEMNIFICATION**

Client shall defend, indemnify and hold harmless GS and its affiliates and their officers, directors, employees, successors and permitted assigns from and against any and all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (including reasonable attorneys' fees) arising out of or resulting from: (a) any misrepresentations made or factually incorrect information provided wilfully or negligently by Client to GS, (b) any claim that any product or service that Client develops, creates and/or sells which incorporates any portion of the Services provided by GS hereunder infringes or violates the intellectual property or other rights of any third party, (c) any claim that logos, marks or other materials supplied by Client infringe or violate the intellectual property or other rights of any third party, (d) any taxes, levies, interest and penalties described in Paragraph 3.5 and (e) except as provided hereinbelow in this Paragraph 9, any claim alleging violations of applicable local, state and federal laws, rules, policies, procedures

**CONFIDENTIAL**

or practices, or violations of Client's charter agreement, relating to student recruitment, admission, or enrollment.

Client shall not be obligated to defend, indemnify or hold harmless GS, its affiliates or their officers, directors, employees, successors or permitted assigns from and against any claim alleging violation of federal non-discrimination laws to the extent such claim arises strictly from the content of posts or blogs created by GS (and not supplied and/or reviewed in any form by Client prior to its use) in GS's performance of Services (i.e. social media engagement) described in Paragraph 1(c) of Schedule 1, where the creation and use of such content in posts or blogs is deemed to have resulted from the willful misconduct or gross negligence of GS (as determined by a final, non-appealable order from a court of competent jurisdiction).

**10. TERMINATION**

10.1 Termination by Either Party. Either party may terminate this Agreement with or without cause within ninety (90) days of the Effective Date upon 30 days' prior written notice to the other party delivered to the other party at the address specified above in this Agreement. Thereafter either party may terminate this Agreement, effective upon written notice to the other party, in the event that the other party breaches this Agreement and fails to cure such breach within fifteen (15) days after written notice of such breach.

10.2 Reserved.

10.3 Obligations Following Termination. Upon expiration or termination (with or without cause) of this Agreement for any reason:

- (a) GS shall immediately cease work on the provision of Services then being provided to Client pursuant to this Agreement and all outstanding Fees or any other amounts outstanding hereunder shall immediately be due and payable without further demand or action by GS;
- (b) Upon written request by a party, the other party shall return, destroy and/or permanently erase from its computer systems all Confidential Information of the requesting party; and
- (c) With regards to Fees, if any, earned by GS prior to the Termination Date, Client shall pay GS such Fees within fifteen (15) days upon Client's receipt of an invoice for the same. To the degree that Client terminates this Agreement prior to the Final Enrollment Calculation Date (as designated in Schedule 3), Client shall pay GS Breakage Fees within fifteen (15) days upon Client's receipt of an invoice for the same.

As used in this Agreement, "**Agreement Termination Date**" shall mean the date on which the Agreement is terminated or expires.

10.4 Survival of Provisions. The terms and conditions of Paragraphs 3, 6, 9, 11, 13 and 14 shall survive the expiration or termination of this Agreement.

**CONFIDENTIAL****11. NON-SOLICITATION**

Client recognizes that GS's personnel (whether a full-time or part-time employee of GS, or an independent contractor engaged by GS to perform Services hereunder) ("**GS Service Providers**") are a valuable resource of GS. Client agrees that during the Term (and any extension of such Term agreed upon in writing by the parties) and for a period of twenty-four (24) months thereafter, Client shall not make any solicitation to employ or directly contract with GS Service Providers without the prior written consent of GS (which may be given or withheld in GS's sole discretion). Client acknowledges that (a) its hiring of any GS Service Providers will cause GS to invest substantial time and money to locate, hire and train a replacement; (b) each of the GS Service Providers perform concurrent services for multiple GS clients, so GS will be required to locate, hire and train replacements to cover its other clients and GS may lose one or more of its other clients; and (c) the nature of GS's business model will create additional risks and expenses if Client hires (or directly contracts with) any GS Service Provider.

**12. ASSIGNMENT**

Client shall not assign this Agreement or any rights under this Agreement without the prior written consent of GS (which may be given or withheld in GS's sole discretion). Any assignment in violation of the foregoing shall be deemed null and void. Subject to the limits on assignment stated in this Paragraph, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.

**13. LIMITATION OF LIABILITY**

**(A) UNDER NO CIRCUMSTANCES WILL GS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ALL SERVICES PROVIDED THEREUNDER), REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY), EVEN IF GS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHICH INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, THE CLAIMS OF THIRD PARTIES, AND/OR INJURY TO PERSONS OR PROPERTY).**

**(B) THE PARTIES EXPRESSLY AGREE THAT THE TOTAL LIABILITY OF GS UNDER THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR GS'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF CONTRACT) WILL BE EXPRESSLY LIMITED TO AN AMOUNT EQUAL TO THE AGGREGATE FEES ACTUALLY RECEIVED BY GS FROM CLIENT PURSUANT TO THIS AGREEMENT. CLIENT ACCEPTS THE RESTRICTIONS ON ITS RIGHT TO RECOVER ADDITIONAL DAMAGES AS PART OF ITS BARGAIN WITH GS, AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT, WITHOUT SUCH**

**CONFIDENTIAL****RESTRICTIONS, THE CONSIDERATION FOR THE SERVICES PROVIDED  
HEREUNDER WOULD BE HIGHER.****14. MISCELLANEOUS**

- 14.1 All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this Paragraph). A Notice is effective only if the party giving the Notice has complied with the requirements of this Paragraph. Except as otherwise provided in this Agreement, a Notice shall be deemed effective (i) upon delivery if delivered in person or sent by certified or registered mail (in each case, return receipt requested, postage prepaid) or a nationally-recognized overnight courier (with all fees pre-paid) or (ii) when sent via an electronic mail of a PDF document if a written confirmation of delivery is obtained and notice is also sent via a nationally recognized overnight courier the same business day or the next succeeding business day thereafter.
- 14.2 This Agreement, together with any other documents incorporated herein by reference and related Schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
- 14.3 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
- 14.4 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule. Any claim, action, suit or proceeding that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County, for the State of Oregon, or, in the United States District Court for the District of Oregon. The parties to this Agreement expressly consent to the in personam jurisdiction of such courts.
- 14.5 If either party takes any action to enforce its rights under this Agreement, then the prevailing party to such action may recover from the other all of such prevailing party’s costs incurred in connection with bringing or defending such action, as the case may be, including (without limitation) reasonable attorneys’ fees and costs of appeals.
- 14.6 If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement.

**CONFIDENTIAL**

- 14.7 If any portion or provision of this Agreement (including, without limitation, any portion or provision of any paragraph or section of this Agreement) shall to any extent be deemed illegal or unenforceable, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14.8 Ambiguities and uncertainties in this Agreement, if any, shall not be interpreted against either party, irrespective of which party may be deemed to have caused the ambiguity or uncertainty to exist. All references in this Agreement to the singular shall include the plural where applicable, and all references to gender shall include both genders and the neuter. The word “including” shall be deemed to be immediately followed by the words “without limitation.”
- 14.9 Except as otherwise expressly provided in this Agreement, GS shall not be liable to Client for any delay in or failure of its performance under this Agreement resulting from any act of God, fire, flood, explosion or other natural disaster, actions or impositions by Federal, state or local authorities, strike, labor dispute, vandalism, riot, commotion, act of public enemies, blockage or embargo, acts or omissions of third parties, pandemic, or any other cause beyond the reasonable control of GS (“**Force Majeure**”). Upon the occurrence of any such event that results in, or will result in, a delay or failure to perform, GS shall be relieved from fulfilling its obligations under this Agreement during the period of such Force Majeure event and shall provide written notice to Client of such occurrence and the anticipated effect of such occurrence.
- 14.10 GS has the right to list Client as a client of GS in all advertising, marketing and promotional materials designed to promote GS and its services anywhere in the world. Client hereby grants GS a non-exclusive, royalty-free, perpetual, worldwide license to use in all advertising, marketing and promotional materials designed to promote GS and its services anywhere in the world: (i) Client’s name and logo, (ii) a screen-capture of Client’s website with a link to such website, and (iii) non-confidential details of the project(s) completed for Client. Client agrees that no monetary or other consideration shall be due to Client for the rights granted or the uses described in this Paragraph.
- 14.11 This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

*(Signature Page Follows)*



**CONFIDENTIAL**

The parties, intending to be bound, have executed this Enrollment Marketing Services Agreement effective as of the Effective Date.

**NEAR WEST INTERGENERATIONAL SCHOOL,**  
an Ohio nonprofit corporation, as operator of **NEAR WEST INTERGENERATIONAL SCHOOL**

By: \_\_\_\_\_  
Name: Lynn Carpenter  
Title: Board Chair

**CHARTER SCHOOL CAPITAL, INC.,** a  
Delaware corporation, doing business as **GROW SCHOOLS**

By: \_\_\_\_\_  
Name: Kirt Nilsson  
Title: President



**SCHEDULE 1****DESCRIPTION OF SERVICES  
AND  
CLIENT OBLIGATIONS****1. DESCRIPTION OF SERVICES**

GS will provide Services to Client with an intended objective of increasing awareness and lead generation for Client – specifically, driving student enrollments in combination with open house events and other social events undertaken by Client staff and teachers to promote enrollment at Client’s school, all as described below in Paragraph 4 of this Schedule 1.

The Services include the following:

GS will research, develop, and design a marketing plan for Client. Thereafter, GS will implement any combination of the following marketing tactics (to the extent determined effective by GS):

- a. Provide updates to Client’s website – such updates may include landing page to capture enrollment inquiries and/or other front- or back-end updates as needed;
- b. Conduct Search Engine Optimization (“SEO”) campaign to increase visibility of Client’s website and boost organic search traffic;
- c. Provide Social Media content for enrollment activities on Facebook, Instagram, YouTube, Twitter, and/or Client’s other social media accounts ;
- d. Conduct paid digital media campaigns – such campaigns may include paid search ad placements, online display advertising/banners, social media advertising, remarketing to website visitors, and/or other online placements;
- e. Design and print assets such as yard signs, banners or signage, postcards, and/or fliers as needed; and/or
- f. Content creation including story arcs, social media copy, blog posts, email campaigns, video/photography, and/or other content as needed.

The Services will be performed by GS during the period commencing on the EM Program Commencement Date through and including the EM Program End Date as set forth in Schedule 2. The Services shall include the progress reports described in Paragraph 2 of this Schedule 2.

Schedule 1-1

**CONFIDENTIAL****2. PROGRESS REPORTS TO THE CLIENT**

GS will report on its activities and accomplishments in writing at least monthly. Client is responsible for providing prompt feedback regarding results of GS marketing activities on a timely basis so that GS may complete (or make adjustments, as necessary, to enhance) performance of Services to allow for maximum desired impact in increasing lead generation and enrollment activities for Client.

**3. CLIENT INFORMATION AND MATERIALS TO GS**

Client will furnish to GS such marks, logos and school photos in electronic form, and other miscellaneous materials required in order for GS to perform the Services (collectively, “**Client Materials**”), including without limitation, such information as may be requested by GS for the purpose of generating web content for landing pages, email and social media campaigns and brochures. Client Materials shall be submitted by Client to GS on or before the submission date set forth in Schedule 3.

**4. CLIENT REPORTING OBLIGATIONS AND OTHER OBLIGATIONS:**

Client shall be solely responsible for the administration and implementation of all processes and procedures relating to student recruitment, student enrollment and lottery procedures for all existing and prospective students applying for admission to (and/or selected for admission to) Client.

Client shall be solely responsible for all reporting to all governmental and regulatory entities or agencies with jurisdiction over Client as it relates to student recruitment, student enrollment and lottery procedures (including without limitation, the collection of vaccination records and other student information) and all other matters relating to its operation of a charter school.

Client shall be responsible for compliance with all applicable federal, state, and local laws, rules, regulations, practices, procedures, and policies, and with the school’s charter agreement, with respect to the recruitment, application, admission, and enrollment of students, including but not limited to anti-discrimination laws and policies, non-sectarian laws and policies, enrollment preferences and procedures, lottery requirements, open enrollment, enrollment caps, applicable geographical limitations, applicable desegregation orders, building and fire codes, and privacy laws such as FERPA.

Client shall be responsible for delivering to GS completed Student Application Reports in the form attached hereto as Schedule 4 (collectively, “**Client Reporting Obligations**”), on the dates specified in Schedule 3.

Client shall be responsible to make arrangements for, and hold a minimum of five (5) open house or social events any time during the period commencing within 60 days of the EM Program Commencement Date through the EM Program End Date (as specified in Schedule 3) for the purpose of promoting enrollment for the current school year and the next succeeding school year.

Schedule 1-2

## SCHEDULE 2

### FEES

#### LATE PAYMENT PENALTIES

#### CLIENT PERFORMANCE PENALTIES

#### BREAKAGE FEES

### 1. FEE CALCULATION FOR SERVICES

In consideration for the value of the Services performed by GS, Client agrees, in return, to pay to GS a base fee of \$26,000.00 (“**Base Fee**”), paid in monthly installments of \$3,714.29.

Provided that the Agreement is not terminated by either GS or the Client as contemplated in Paragraph 10 of the Agreement, Client shall not be required to reimburse GS for expenses incurred by GS with respect to the performance of Services under this Agreement.

Provided that the Agreement is not terminated by either GS or the Client as contemplated in Paragraph 10 of the Agreement, Fees shall be due in full no later than thirty (30) days following Client’s receipt of an invoice for Services rendered. The invoice (“**Invoice Fees**”) will be issued with respect to the Performance Fee due and owing. The timing for the issuance of such invoices is outlined in Schedule 3.

### 2. LATE PAYMENT PENALTIES

Fees not paid to GS in full when due upon completion of Services shall result in the assessment of Late Payment Penalties for each 30-day period in which Fees remain unpaid to GS in full. The Late Payment Penalty shall equal an annual default interest rate of 18%, unless otherwise limited by applicable law, multiplied by the outstanding balance, prorated for time. Such Late Payment Penalty shall be added to the Fee (plus any other penalties assessed, if applicable) then outstanding at that time and shall be payable 30 days after notification from GS that such late fees have been applied.

### 3. CLIENT PERFORMANCE PENALTIES

Failure of the Client to deliver to GS the final Student Application Reports or otherwise comply with any other Client Reporting Obligations in accordance with the time frames set forth in Schedule 3 shall result in the assessment of Client Performance Penalties for each 30-day period in which Client fails to deliver the final Student Application Report (or any other report required in accordance with Client Reporting Obligations). The Client Performance Penalty shall equal an annual rate of 18%, unless otherwise limited by applicable law, multiplied by the Fee, prorated for time. Such Client Performance Penalty shall be added to the Fee (plus any other penalties assessed, if applicable) then outstanding at that time.

**CONFIDENTIAL****4. BREAKAGE FEES**

If the Client terminates the Agreement, the Client shall be required to reimburse GS in an amount equal to one hundred and thirty percent (130%) multiplied by the total amount of expenses incurred by GS with respect to the performance of Services under this Agreement up to, and including, the effective date of the termination.

If GS terminates the Agreement (with cause), the Client shall be required to reimburse GS in an amount equal to one hundred and thirty percent (130%) multiplied by the total amount of expenses incurred by GS with respect to the performance of Services under this Agreement up to, and including, the effective date of the termination.

Any amounts due and payable to GS upon a termination of the Agreement (whether by GS or Client) shall be due in full no later than fifteen (15) days following Client's receipt of an invoice for the same, along with supporting backup demonstrating actual costs incurred by GS with respect to performance of Services under this Agreement up to, and including, the effective date of the termination.

**5. METHOD FOR PAYMENT**

Client elects to pay Fees (along with Late Payment Penalties and Client Performance Penalties, if applicable) or Breakage Fee, as applicable, as follows: **[CHECK ONE BOX ONLY]**

- Client will wire transfer payment in full to GS-designated deposit account.
- Client will submit payment by check to GS in full payment for each invoice issued for Fees referenced on, and in accordance with, Schedule 2 and Schedule 3 hereof. If the check provided for payment under this contract is returned by the bank due to insufficient funds, closed account, stop payment, or any other reason a \$50.00 fee will be applied to the account.
- Client will execute an ACH authorization form with respect to any one or more checking/savings account(s) maintained and established in the name of Client at a depository bank, which provides for the drafting of such account by such depository bank for the Fees, and the crediting of an account listed in instructions provided by GS to such depository bank.
- Client will finance payment of the Fees through a GS receivables purchase facility. The amount of financing will be determined by actual student enrollment at Client's school at the time of application for financing. Approval for financing shall be subject to satisfactory completion of the GS underwriting and due diligence process.

Schedule 2-2

**SCHEDULE 3**

**DATES FOR REQUIRED PERFORMANCE**

**KEY PROGRAM DATES**

	<b><u>RESPONSIBLE PARTY</u></b>	<b><u>RECEIVING PARTY</u></b>	<b><u>DUE DATE FOR PERFORMANCE</u></b>	<b><u>SECTION OF AGREEMENT</u></b>
<b>Effective Date of Agreement</b>	<b>GS; Client</b>	<b>N/A</b>	<b>04/05/2024</b>	<b>Opening Paragraph</b>
<b>Deliver Client Materials</b>	<b>Client</b>	<b>GS</b>	<b>Ongoing</b>	<b>Paragraph 3, <u>Schedule 1</u></b>
<b>EM Program Commencement Date</b>	<b>GS; Client</b>	<b>N/A</b>	<b>04/08/2024</b>	<b>Paragraph 1, <u>Schedule 1</u></b>
<b>Deliver Student Application Report (for pre-applications submitted during preceding month)</b>	<b>Client</b>	<b>GS</b>	<b>Ongoing</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>EM Program End Date</b>	<b>GS; Client</b>	<b>N/A</b>	<b>10/31/2024</b>	<b>Paragraph 1, <u>Schedule 1</u></b>
<b>Agreement Termination Date<sup>1</sup></b>	<b>GS; Client</b>	<b>N/A</b>	<b>11/15/2024</b>	<b>Paragraph 1</b>

**OPEN HOUSE DATES**

	<b><u>RESPONSIBLE PARTY</u></b>	<b><u>DUE DATE FOR PERFORMANCE</u></b>	<b><u>SECTION OF AGREEMENT</u></b>
<b>Open House or Social Event</b>	<b>Client</b>	<b>April 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>Open House or Social Event</b>	<b>Client</b>	<b>May 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>Open House Event (or Social Event)</b>	<b>Client</b>	<b>June 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>Open House Event (or Social Event)</b>	<b>Client</b>	<b>July 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>
<b>Open House Event (or Social Event)</b>	<b>Client</b>	<b>August 2024</b>	<b>Paragraph 4, <u>Schedule 1</u></b>

**BILLING DATES**

<sup>1</sup> Subject to extension by written agreement of the parties.

**CONFIDENTIAL**

	<b><u>RESPONSIBLE PARTY</u></b>	<b><u>RECEIVING PARTY</u></b>	<b><u>DUE DATE FOR PERFORMANCE</u></b>	<b><u>SECTION OF AGREEMENT</u></b>
<b>Payment of Each Following Fee Due</b>	<b>Client</b>	<b>GS</b>	<b>30 days following Client's receipt of invoice</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>Apr 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>May 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>Jun 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>Jul 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>Aug 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>Sep 15, 2024</b>	<b><u>Schedule 2</u></b>
<b>Delivery Invoice for Base Fee of \$3,714.29</b>	<b>GS</b>	<b>Client</b>	<b>Oct 15, 2024</b>	<b><u>Schedule 2</u></b>

Schedule 3-2

**SCHEDULE 4**

**FORM OF STUDENT APPLICATION REPORT**

March Monthly Enrollment Count Breakdown						
Grade	NEW Applied & Confirmed	NEW Registrations in Process	NEW Waitlisted	CURRENT Enrolled on 30th of month	CURRENT Pending Exits	Net Projected Current Students
TK/PreK						0
K						0
1						0
2						0
3						0
4						0
5						0
6						0
7						0
8						0
9						0
10						0
11						0
12						0
<b>Total</b>	0	0	0	0	0	0

**Definitions:**  
**Enrollment Process:** Apply > Be Offered Space > Accept Seat > Register > Officially Enrolled  
**"NEW Applied & Confirmed"** - number of new students who have applied, been offered space, and accepted that space  
**"NEW Registrations in Process"** - number of "Applied & Confirmed" students whose registration is officially in process  
**"NEW Wait listed"** - number of students who have applied and been notified that they are on the waiting list  
**"CURRENT Enrolled on 30th of month"** - Number of existing students in each grade level as of 30th  
**"CURRENT Pending Exits"** - Number of "Enrolled on 30th" students who have initiated a withdrawal process or are on track for graduation  
**"Net Projected CURRENT Students"** - "Enrolled on 30th" minus "Pending Exits"