

ACADEMIC AND BUSINESS SERVICES AGREEMENT
By and Between
REGENERATION SCHOOLS and REGENERATION SCHOOLS OHIO d/b/a
REGENERATION BOND HILL

This Academic and Business Services Agreement (the "Agreement") is made and entered into as of April 8/16, 2019 (the "Effective Date") by and between ReGeneration Schools, an Illinois not for profit corporation ("ReGeneration"), and ReGeneration Schools Ohio d/b/a ReGeneration Bond Hill (the "School," and the School together with ReGeneration, each a "Party" and collectively the "Parties").

WHEREAS, ReGeneration is a charter management organization;

WHEREAS, on the Effective Date the Authorizer (as defined below) granted the School authority to operate a charter school;

WHEREAS, it is the Parties' intention to create a relationship based on trust, common educational objectives, and clear accountability, through which they will work together to bring educational excellence to the School;

WHEREAS, the Parties desire to enter into a written agreement to set forth the terms and conditions of their agreement;

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties, conditions and agreements hereinafter expressed, the Parties agree as follows:

1. DEFINITIONS

"Agreement" has the meaning set forth in the recitals.

"Arbitration Rules" has the meaning set forth in Section 11.2.

"Authorizer" means **Thomas B. Fordham Foundation**, an Ohio nonprofit corporation approved by the Ohio department of education to sponsor community schools.

"Board of Trustees" means the Board of Trustees of the School.

"Charter Contract" means the School's contract with the Authorizer, which authorizes the School and ReGeneration to organize and operate the School, and which in the Initial term includes the final charter application.

"Charter School Law" means all laws permitting the creation of community schools in the state of Ohio and governing the development and operation of community schools in Ohio, including but not limited to Chapter 3314 of the Ohio Revised Code, as amended.

"Claims" has the meaning set forth in Section 9.2.

“Confidential Information” means (i) any business or technical information of a Party that is not generally known or publicly available; (ii) any information that a Party maintains as confidential, proprietary, restricted, or otherwise as not to be disclosed generally; (iii) any information disclosed to or known by a Party that is not generally known or publicly available and that in any way relates to either Party’s products; services; techniques or know-how; trade secrets; ideas; processes; computer programs; documents; materials; business information; marketing materials (including costs, pricing, and customer lists); and (iv) the Marks and Proprietary Information. Notwithstanding any other provision of this Agreement to the contrary, Confidential Information shall not include any information that is required to be disclosed by a final order from a court or governmental agency (provided that the Party making such disclosure provides prior notice to the other Party if allowed by the court or agency).

“Deductible” has the meaning set forth in Section 9.4.

“Dispute” has the meaning set forth in Section 11.2.

“Effective Date” has the meaning set forth in the recitals.

“Facility” means a building or other structure suitable for use by the School and meeting all applicable building codes, zoning ordinances and laws, environmental laws and regulations, and all other laws and regulations applicable to the operation of the School.

“Facility Contract” means the lease or other contract for the use of a Facility.

“FERPA” has the meaning set forth in Section 6.7.

“Indemnified Claims” has the meaning set forth in Section 9.2.

“Indemnified Party” has the meaning set forth in Section 9.6(a).

“Indemnifying Party” has the meaning set forth in Section 9.6(a).

“Initial Term” has the meaning set forth in Section 10.1.

“License” has the meaning set forth in Section 8.1.

“Marks” means all trademarks, service marks, design marks, trade names, domain names, registrations and applications for registration thereof, and any common law rights pertaining thereto, belonging to ReGeneration. Such materials shall include, but are not limited to, “ReGeneration Schools,” and “ReGeneration Schools, Inc.,” which belong to ReGeneration, and “ReGeneration Schools Ohio,” and “ReGeneration Schools Bond Hill” which belong to the School.

“Minimum Enrollment Levels” are the levels set forth in Section 6.3. The Minimum Enrollment Levels shall be calculated based on the actual student enrollment of the School on the first day of academic classes during each year of the contract.

“Opening Date” has the meaning set forth in Section 6.3.

“Party” and “Parties” has the meaning set forth in the recitals.

“Principal” means the person in charge of the day-to-day operation of the School.

“Proprietary Information” means all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by ReGeneration, its employees, agents or subcontractors.

“Regulatory Authority” means any United States federal, State or local government, or political subdivision thereof, any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), any arbitrator or arbitral body, or any similar body, including the Authorizer.

“Renewal Term” has the meaning set forth in Section 10.1.

“School” has the meaning set forth in the recitals.

“School Indemnified Persons” has the meaning set forth in Section 9.2.

“Service Fee” has the meaning set forth in Section 7.4.

“State” means the state of Ohio.

“Term” has the meaning set forth in Section 10.1.

“Termination Assistance Period” has the meaning set forth in Section 10.7.

“Termination Notice” has the meaning set forth in Section 10.2(b).

“Third Party Claim” has the meaning set forth in Section 9.6.

“ReGeneration” has the meaning set forth in the recitals.

“ReGeneration School Model” means the School model based on the ReGeneration curriculum, described in the Charter Contract.

2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of ReGeneration.

ReGeneration represents and warrants as follows:

- (a) Organization. ReGeneration is a non-stock, not for profit corporation duly organized under the laws of the state of Illinois, with the purpose and legal ability to contract to provide educational management services. ReGeneration shall notify the School of any change in its corporate status. ReGeneration shall not change its corporate status such that this Agreement is materially affected. ReGeneration shall also notify the School when it is aware that it has become insolvent, has entered into receivership, is the subject of a voluntary or

involuntary bankruptcy proceeding, knowingly makes an assignment for the benefit of creditors, or is aware that it does not have sufficient financial resources to perform its obligations under this Agreement.

- (b) Authority. ReGeneration is authorized to do business in the State. ReGeneration has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the transactions contemplated hereby. This Agreement constitutes a valid and binding obligation of ReGeneration, enforceable against ReGeneration in accordance with its terms.
- (c) Full Disclosure. No representation or warranty of ReGeneration herein and no statement, information or certificate furnished or to be furnished by ReGeneration pursuant hereto or in connection with the transactions contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.
- (d) Litigation. There is no suit, claim, action or proceeding now pending or, to the knowledge of ReGeneration, threatened before any Regulatory Authority to which ReGeneration is a Party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have a material adverse effect upon ReGeneration. No such judgment, order, decree or award has been entered against ReGeneration which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of ReGeneration, threatened before any Regulatory Authority involving ReGeneration which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.
- (e) Conduct of ReGeneration. ReGeneration has complied, and at all times during the Term will comply, with all local, state and federal laws and regulations that are applicable to ReGeneration, or the School when ReGeneration is acting on its behalf, which include, but are not limited to the Internal Revenue Code, the non-profit corporation law(s) of Ohio and the Charter Schools Law. ReGeneration has maintained and will maintain adequate records of the activities and decisions of ReGeneration to ensure and document compliance with all such laws and regulations. The School agrees to provide ReGeneration with copies of all such records, and to allow ReGeneration to, at ReGeneration's discretion, assist with the preparation and retention of such records.

2.2 Representations and Warranties of the School.

The School represents and warrants as follows:

- (a) Organization and Tax Exempt Status. The School is, and at all times during the Term will be, an education corporation duly organized under the laws of the state of Ohio, with the purpose and legal ability to contract to operate a community

school and to contract for educational management services. The School shall apply for federal tax-exempt status no later than one year following the effective date of the Charter Contract. Should the Internal Revenue Service require changes to this Agreement in conjunction with the School's application for or continuation of tax exempt status, both Parties will take all reasonable steps and agree to all reasonable modifications to effectuate the necessary changes.

- (b) Authority. Subject to the last two sentences of clause (a) above, the School has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder, and to otherwise consummate the agreements contemplated hereby and thereby. This Agreement constitutes a valid and binding obligation of the School, enforceable against the School in accordance with its respective terms.
- (c) Litigation. There is no suit, claim, action or proceeding now pending or, to the knowledge of the School, threatened before any Regulatory Authority to which the School is a Party or which may result in any judgment, order, decree, liability, award or other determination which will or may reasonably be expected to have a material adverse effect upon the School. No such judgment, order, decree or award has been entered against the School which has, or may reasonably be expected to have, such effect. There is no claim, action or proceeding now pending or, to the knowledge of the School, threatened before any Regulatory Authority involving the School which will or may reasonably be expected to prevent or hamper the consummation of the agreements contemplated by this Agreement.
- (d) Full Disclosure. No representation or warranty of the School herein and no statement, information or certificate furnished or to be furnished by the School pursuant hereto or in connection with the agreement contemplated hereby contains any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.
- (e) Conduct of the School and the Board of Trustees. The School has complied, and at all times during the Term will comply, in all material respects with all local, State and federal laws and regulations that are applicable to the School, which include, but are not limited to the Internal Revenue Code, the not-for-profit corporation law of Ohio, the open records and meetings laws of Ohio, and the Charter Schools Law. The School has maintained and will maintain adequate records of the activities and decisions of the School to ensure and document compliance with all such laws and regulations. The School agrees to provide ReGeneration with copies of all such records (except such non-public records that may reflect the Board of Trustees' discussions or evaluations of ReGeneration or its relationship with ReGeneration), and to allow ReGeneration to, at ReGeneration's discretion, assist with the preparation and retention of such records.
- (f) Due Authorization. The School is authorized to organize and operate the School

and is vested by the Authorizer with all powers necessary to carry out the educational program outlined in the Charter Contract. Regardless of the delegation of any duties to ReGeneration, the School shall at all times retain all rights and responsibilities under the Charter Contract.

3. AUTHORITY

3.1 Delegation of Authority to ReGeneration

The School hereby authorizes ReGeneration to undertake the functions specified in this Agreement with respect to business and academic services of the School on behalf of the School, it being understood that, at all times, ReGeneration remains accountable and subject to the oversight of the School, the Authorizer and State authorities, as provided for in this Agreement and by law. The School also authorizes ReGeneration to take such other actions that may not be expressly set forth in this Agreement, but which are necessary in ReGeneration's good faith and reasonable judgment to properly and efficiently manage or operate the School, provided such actions are consistent with the Charter Contract, applicable laws and the annual School budget approved by the Board of Trustees, and that ReGeneration provides prior notice to the School if any such other material action is to be taken by ReGeneration.

3.2 ReGeneration Authority to Subcontract.

Except to the extent prohibited by law or this Agreement, ReGeneration may subcontract any function or service it is obligated to provide hereunder, provided that no such subcontract permitted hereunder shall relieve or discharge ReGeneration from any obligation or liability under this Agreement. ReGeneration shall, upon the request of the Board of Trustees, provide an annual list indicating the functions or services it expects to subcontract the following fiscal year that it is obligated to provide hereunder.

3.3 Authorizer Authority

Nothing in this Agreement shall be construed in any way to limit the authority of the Authorizer.

3.4 Conflict with Charter

Subject to Section 11.14, to the extent there are any conflicts between the terms of the Charter Contract or the School's provisional charter, and the terms of this Agreement, the terms of the Charter Contract or the School's provisional charter shall control.

4. DUTIES AND OBLIGATIONS OF REGENERATION

In exchange for the Service Fee described in Section 7.4 and paid by the School to ReGeneration, ReGeneration will provide the following services as and to the extent more specifically described in the balance of this Article 4 (which more specific descriptions shall control):

- (a) Supporting the charter application process and the School's start-up process;

- (b) Providing comprehensive program design, including curriculum development and implementation, instructional oversight, the development, administration, and analysis of diagnostic assessments, and the oversight, measurement, and management of school quality;
- (c) Finding an adequate Facility and coordinating financing and the completion of major repairs;
- (d) Fundraising;
- (e) Recruiting/Hiring the Principal, teachers, and administrators;
- (f) Training and evaluating the Principal;
- (g) Providing professional development for teachers;
- (h) Preparing a budget and monthly financial statements;
- (i) Providing payroll and bookkeeping services;
- (j) Selecting and serving as a liaison with the auditor;
- (k) Coordinating purchasing;
- (l) Selecting and managing benefits plans for School employees;
- (m) Maintaining human resource files for School employees;
- (n) Facilitating the School's purchase and procurement of information technology equipment and services, and providing certain computer and information technology support to the school, including troubleshooting, website and network design, and completion of the E-Rate application;
- (o) Completing required foundation and government reports, including, but not limited to the School's annual report;
- (p) Facilitating student recruitment;
- (q) Providing marketing and advocacy for the School; and
- (r) Conducting a school accountability inspection every two years.

ReGeneration may, but is not obligated to, provide additional services for additional compensation. ReGeneration may perform functions off-site, except as prohibited by State law. ReGeneration may utilize web-based systems to provide support and counsel to the School. ReGeneration shall, upon the request of the Board of Trustees, provide an annual report indicating the services ReGeneration has provided to the school, as contemplated by this Agreement.

4.1 Curriculum.

ReGeneration shall support the School in implementing the ReGeneration school program and curriculum in a manner that is consistent with all applicable laws, including requirements regarding content and subjects of instruction, unless such requirement has been waived by the relevant authorities, and such waiver has been approved by the Board of Trustees. ReGeneration will provide the School with information and systems for implementing the program and curriculum. The curriculum will include scope and sequence, an assessment system, a daily schedule and a variety of curriculum materials and related documents.

4.2 Student Evaluation.

ReGeneration shall implement student performance evaluation systems, which permit evaluation of the educational progress of each student at the School in accordance with the goals set forth in the Charter Contract and any additional guidelines set forth by the Authorizer. The School shall, with ReGeneration's assistance, ensure that the students take all State required standardized tests in accordance with State laws and regulations. The School, with ReGeneration's assistance, shall maintain detailed statistical information on the performance of (i) the School as a whole, (ii) each individual student, and (iii) each grade. ReGeneration and the School shall cooperate in good faith to identify other measures of and goals for student and School performance, including but not limited to parent, teacher, and student satisfaction.

4.3 Annual Audit.

ReGeneration shall cooperate and provide to the School's outside auditors all reasonably requested information, to the extent such information is in possession or under the control of ReGeneration, needed to complete an annual audit of the School.

4.4 Budget and Financial Statements.

On or before May 1 of each year, ReGeneration will work closely with the School to provide the School with a projected budget for the next fiscal year, for review and approval by the Board of Trustees. The annual budget for the School shall provide for payment of all operating expenses related to the operation or opening of the School, including, but not limited to: reimbursement to ReGeneration of certain expenses including ReGeneration's Service Fee; compensation for School employees, including salary and benefit costs; debt payments owing and owed to ReGeneration by the School; marketing and public relations costs; supplies; maintenance; staff development; curriculum materials; assessment materials and consulting fees; other third party consulting expenses; transportation and travel; printing and duplicating; postage; legal fees; and accounting fees. With respect to these items, ReGeneration may act as the disbursement agent on behalf of the School to timely pay all such agreed upon budget expenditures out of funds available therefore from the School bank accounts, from which the School shall give ReGeneration authority to remit payments. The School shall be the lawful owner of all real and personal property purchased with such funds, except for property covered by Article 8, which property shall be the sole and exclusive property of ReGeneration, subject to the provisions of Article 8. ReGeneration shall have no responsibility to make any purchases on

behalf of the School or to act as disbursement agent for the School unless and until the funds for such expenditures are in the School bank accounts to which ReGeneration has access.

The budget shall grant certain levels of discretion to the Principal, within parameters established by the Board of Trustees.

ReGeneration, working closely with the Operations Director, shall also:

- (a) prepare monthly financial statements for review and approval by the Board of Trustees;
- (b) prepare and provide unaudited monthly financial information, including balance sheet, profit and loss, and cash flow statements on an accrual basis in a timely manner;
- (c) record and track income and expenses related to all contracts and grants;
- (d) record all cash receipts and accounts payable invoices;
- (e) prepare vendor checks and present the same to School for signature;
- (f) reconcile the checking accounts each month;
- (g) provide payroll service and maintain payroll records;
- (h) process all School (403B) filings;
- (i) interface with the outside accounting firm and prepare all schedules required for year-end audit work;
- (j) provide, as reasonably necessary, telephone, email and fax support;
- (k) supervise and maintain temporary custody (for the joint benefit of the School and ReGeneration) of all files and records relating to the business operation of the School. ReGeneration acknowledges that all records, data, communications, and other property of the School entrusted or loaned to ReGeneration during the term of this Agreement are the School's property and ReGeneration agrees to return any such material to the School immediately upon the termination of this Agreement.

4.5 Principal.

Because the accountability of ReGeneration to the School is an essential foundation of this relationship, and because the responsibility of the Principal of the School is critical to its success, the School delegates to ReGeneration the authority and responsibility, consistent with State law, to recruit, hire, supervise, and fire the Principal and to hold him or her accountable for the success of the School.

ReGeneration shall have the right to determine initial selection criteria for the Principal,

select and interview final round candidates, make a hiring recommendation to the School, and present the proposed terms of the Principal's employment to the Board of Trustees, including therein the duties and compensation of the Principal. The Board of Trustees may interview the Principal candidate recommended by ReGeneration. Within two weeks of said recommendation, the School shall follow ReGeneration's hiring recommendation unless at least 80% of seated Trustees vote to reject said recommendation.

The Principal shall be an employee of the School, but the Principal shall report to ReGeneration and coordinate the management of the School with the ReGeneration Managing Director. ReGeneration shall have the right to make the recommendation to the School to fire the Principal. Within two weeks of said recommendation, the School shall follow ReGeneration's firing recommendation unless at least 80% of seated Trustees vote to reject said recommendation.

ReGeneration will (a) provide an intensive leadership training program for the Principal, (b) conduct a Principal evaluation once per year, using a comprehensive performance assessment model and (c) provide ongoing coaching and training for the Principal.

4.6 Teachers and Other School Personnel.

ReGeneration shall have the responsibility to recruit teachers and non-teaching administrators and personnel for the School. The Principal shall have the final authority to hire such teachers and other personnel. All employees working at the School shall be employees of the School. The Principal shall have the final authority to fire School employees, although ReGeneration may recommend termination of a School employee.

The Principal shall have the authority to determine the compensation of all School employees, within the constraints of the budget adopted by the Board of Trustees.

ReGeneration, in conjunction with the Principal, shall perform the following personnel functions:

- (a) determining staffing levels;
- (b) determining staff responsibilities;
- (c) providing counsel as to evaluation and discipline of personnel.
- (d) initial training in ReGeneration's methods, curriculum, program, and technology to all teaching personnel;
- (e) training to all non-teaching personnel as ReGeneration determines is necessary.

Over time, ReGeneration will assist the School (specifically the Principal) to develop the internal capacity to deliver teacher training, especially the initial teacher training covering the basics of the ReGeneration methodology. ReGeneration will continue to work closely with the Principal to jointly plan and deliver ongoing teacher training. Should there be a change in Principal at the School, ReGeneration will again become involved more directly in initial teacher training until the new Principal is able to run this training independently.

4.7 Equipment and Information Technology.

ReGeneration will manage the School's start-up process, and facilitate the School's purchase, at the School's expense, of desks and other furniture, equipment, library and media materials, and other similar materials and furnishings integral to the operation of a school ("Furnishings and Equipment"). All such Furnishings and Equipment shall be owned by the School. An inventory of Furnishings and Equipment shall be maintained by the School on a regular basis.

ReGeneration will facilitate the School's purchase and procurement of information technology equipment and services ("IT Assets").

ReGeneration will provide the following computer and information technology support to the School:

- (a) maintaining and providing training in the use of a central file server containing electronic curricular and school administration resources;
- (b) providing training in the use of a student information system;
- (c) providing general desktop support to the School staff;
- (d) recommending and ensuring the effective implementation of a data back-up protocol.

All IT Assets will be paid for by the School. All such IT Assets shall be owned by the School. An inventory of IT Assets shall be maintained by the School on a regular basis. Notwithstanding the foregoing, ReGeneration may pay for certain IT Assets and shall own such IT Assets. ReGeneration will pay for ongoing technology services approved by ReGeneration.

4.8 School Inspection.

ReGeneration will conduct a thorough school inspection and evaluation every two years.

4.9 Fundraising.

ReGeneration will conduct fundraising activities on behalf of the School and other charter schools which ReGeneration supports. Monies raised from ReGeneration fundraising activities specifically for the School shall be used for the benefit of the School. Other monies derived from ReGeneration fundraising activities shall be used or distributed as ReGeneration deems appropriate, in its sole discretion, including but not limited to use for the benefit of, or distribution among, the charter schools that ReGeneration supports.

4.10 Insurance.

ReGeneration will procure commercial general liability or other, similar insurance at its own expense at levels approximately equal to those maintained by the School to cover its actions and those of its agents. ReGeneration need not have a separate insurance contract for

this School or Agreement.

5. DUTIES AND OBLIGATIONS OF THE SCHOOL

In addition to the duties and obligations expressly set forth in Article 4, the School (and ReGeneration) shall have the following duties and obligations:

5.1 Provision of Suitable School Facilities.

- (a) The initial location of the School shall be at 5158 Fishwick Drive, Cincinnati, Ohio 45216. Should the School need to be moved in any subsequent year because of a need for more space, a dispute with the operators of the Facility or other reason, the School shall use its best efforts to provide the School with a suitable Facility located in the greater Cincinnati, Ohio area. ReGeneration, if requested by the School, will use commercially reasonable efforts to assist the School in the identification of a Facility. ReGeneration and the School shall also work together to provide Facilities needed to expand the School in the future.
- (b) The School shall procure and maintain insurance, or otherwise hold ReGeneration harmless, for damage or loss to the property and Facility (except for ReGeneration's own intentional acts of negligence). ReGeneration shall not be liable under any lease or other document pertaining to the property and Facility.

5.2 Annual Audit.

The School shall pay for an annual audit of the School to be conducted in compliance with State law and regulations, and showing the manner in which funds are spent at the School. The annual audit shall be performed by a certified public accountant selected by the Board of Trustees of the School. ReGeneration may help to identify and recommend an independent certified public accountant.

5.3 Legal Services.

The School shall arrange and, pay for, its own legal services.

5.4 Accounting, Bookkeeping, Procurement, and other Financial Functions.

The School shall be responsible and accountable for the following financial functions:

- (a) payment of School expenditures with School funds;
- (b) maintenance of adequate cash balances to cover payroll and payments to vendors;
- (c) payroll, in accordance with Section 5.5;
- (d) transfer to ReGeneration of all relevant financial information;
- (e) coding of all vendor invoices and deposits before sending the information to ReGeneration;

- (f) delivery of all vendor invoices and contract and grant information to ReGeneration in a timely fashion;
- (g) availability for consultation with ReGeneration staff during normal business hours.

ReGeneration shall provide initial training to the Operations Director in the use of the financial management software selected by ReGeneration, and shall provide support and oversight as may pertain to the functions listed above. ReGeneration shall also work closely with the Operations Director to ensure accurate and timely financial reporting to the Board of Trustees and any governmental agencies, as necessary.

5.5 Payroll, Employee Salaries and Benefits.

The School shall be responsible and accountable for the funding of the salaries, fringe benefits, and State and federal payroll taxes for all individuals employed at the School, and all independent contractors delivering services to the School. All such payments shall be facilitated by ReGeneration using School funds on a timely basis, in accordance with all State and federal laws and regulations, including all tax requirements.

5.6 Power and Authority.

The School shall ensure that ReGeneration has the requisite power and authority necessary to carry out the duties of ReGeneration under this Agreement.

5.7 Evaluation of ReGeneration

The School will offer an annual written evaluation of ReGeneration's performance after the conclusion of each school year and no later than August 1.

6. OPERATION OF THE SCHOOL

6.1 Students with Special Needs.

The School recognizes its obligation to provide an appropriate education to all students enrolled in the School, regardless of special need, in accordance with the requirements of the *Individuals with Disabilities Act* and Section 504 of the *Rehabilitation Act of 1973*. As required by law, the School shall be open to individuals with handicapping conditions and other special needs. ReGeneration may, on behalf of the School, subcontract as necessary and appropriate to a municipal, public or private contractor or otherwise for the provision of special education services, subject to approval by the School, which shall not be unreasonably withheld.

6.2 Recruitment and Admission.

ReGeneration and the School shall be jointly responsible for the recruitment and selection of students in accordance with the Charter School Law, but ReGeneration's involvement in recruitment and selection of students shall not give rise to any liability of ReGeneration, including, without limitation, liability for the failure of enrollment to support the

School's budget, and shall not limit ReGeneration's right to terminate this Agreement pursuant to Section 6.4.

Application by or for students shall be compliant with applicable law. The School and ReGeneration shall seek a diverse student body that reflects the racial, ethnic, academic, and economic diversity of the community which the School most directly serves. If there are more applications for enrollment in the School than there are spaces available, students shall be selected to attend using a random selection process as provided by applicable law.

6.3 Minimum Enrollment Levels.

The School will first open on or about August 31, 2019 (the "Opening Date") with students in kindergarten and first grade, provided the Minimum Enrollment Level is met. Should the School fail to achieve the Minimum Enrollment Level prior to the Opening Date, this Agreement may be terminated by ReGeneration upon 15 days written notice to the School. (The timetable set forth below may be modified if the School takes a planning year or additional planning year). The Minimum Enrollment Level for each year of this Agreement shall be:

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| Year 1 – School year beginning in 2019 | 65 |
| Year 2 – School year beginning in 2020 | 125 |
| Year 3 – School year beginning in 2021 | 175 |
| Year 4 – School year beginning in 2022 | 225 |
| Year 5 – School year beginning in 2023 | 225 (if serving less than five grade levels) 275 (if serving five or more grade levels) |

6.4 School Day and Year for Students.

The normal school day shall be approximately 7.5 hours. The normal school year will consist of approximately 188 days of regular instruction for students. The School's calendar shall be developed annually by the Principal in consultation with ReGeneration, and shall extend from approximately middle to late August to approximately the end of June with scheduled vacations.

6.5 School Policies

The School and ReGeneration are committed to the success of the educational program set forth in the ReGeneration School Model and related documents, which are part of the Charter Contract, and which are incorporated by reference herein. Consequently, ReGeneration shall make reasonable recommendations to the School concerning calendar, policies, rules, regulations, procedures, personnel, and budget, to enable the School to implement the ReGeneration School Model; and the School shall exercise good faith in considering and

adopting ReGeneration's recommendations, so that ReGeneration's School Model may be properly implemented.

6.6 Due Process.

With regard to student disciplinary matters, the School shall act in accordance with applicable State and federal law. The School shall provide students due process hearings in conformity with the requirements of applicable State and federal law regarding discipline, special education, confidentiality and access to records.

6.7 Family Educational Rights and Privacy Act.

The School hereby designates employees of ReGeneration as agents of the School having a legitimate educational interest such that they are entitled access to education records under 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA"). ReGeneration, its officers and employees shall comply with FERPA at all times.

7. FINANCIAL ARRANGEMENTS

7.1 Funding Eligibility.

The Principal shall be responsible for complying with applicable requirements for the purpose of receiving or maintaining the School's eligibility to receive the per pupil allowance and other funds to which the School is entitled under applicable law. The School shall apply for all State aid or other monies it is eligible to receive from such districts. ReGeneration shall provide such assistance to the School in the preparation or review of State aid applications and reports as the School may request. The School shall permit ReGeneration to review any such applications and reports prior to their submission, and ReGeneration shall have the right to assume control of the application and report process if and to the extent it reasonably deems it appropriate to do so.

7.2 Donations and Grants.

Both the School and ReGeneration may solicit and receive grants and donations consistent with the mission of the School.

7.3 Extracurricular Fees.

Consistent with local practice and as allowed by law, the School may charge fees to students for extra services such as summer activities, extracurricular clubs and after school athletics.

7.4 Service Fee.

For the 12-month period beginning on July 1, 2019 (Fiscal Year 2020), the School shall pay ReGeneration a Service Fee equal to ten percent of reliable, annual public entitlement aid, including Core Aid tuition, OTPS variable grant, NCLB funding, IDEA funding, and other government entitlement funding aids that the School receives from July 1, 2019 to June 30, 2020, excluding in-kind contributions and funds from competitive public grants. The Service

Fee shall be due and payable in four approximately equal installments on September 30, 2019, December 31, 2019, March 31, 2020, and June 30, 2020. The first three of these payments to ReGeneration shall be based on the School's good faith estimate of the School's anticipated 2019-2020 school year enrollment. The June 30, 2020 payment to ReGeneration shall include adjustments to correct any over- or under-payments.

For the 12-month period beginning on July 1, 2020 (Fiscal Year 2021), the School shall pay ReGeneration a Service Fee equal to ten percent of reliable, annual public entitlement aid, including Core Aid tuition, OTPS variable grant, NCLB funding, IDEA funding, and other government entitlement funding aids that the School receives from July 1, 2020 to June 30, 2021, excluding in-kind contributions and funds from competitive public grants. The Service Fee shall be due and payable in four approximately equal installments on September 30, 2020, December 31, 2020, March 31, 2021, and June 30, 2021. The first three of these payments to ReGeneration shall be based on the School's good faith estimate of the School's anticipated 2020-2021 school year enrollment. The June 30, 2021 payment to ReGeneration shall include adjustments to correct any over- or under-payments.

For the 12-month period beginning on July 1, 2021 (Fiscal Year 2022), the School shall pay ReGeneration a Service Fee equal to ten percent of reliable, annual public entitlement aid, including Core Aid tuition, OTPS variable grant, NCLB funding, IDEA funding, and other government entitlement funding aids that the School receives from July 1, 2021 to June 30, 2022, excluding in-kind contributions and funds from competitive public grants. The Service Fee shall be due and payable in four approximately equal installments on September 30, 2021, December 31, 2021, March 31, 2022, and June 30, 2022. The first three of these payments to ReGeneration shall be based on the School's good faith estimate of the School's anticipated 2021-2022 school year enrollment. The June 30, 2022 payment to ReGeneration shall include adjustments to correct any over- or under-payments.

For the 12-month period beginning on July 1, 2022 (Fiscal Year 2023), the School shall pay ReGeneration a Service Fee equal to 9.5 percent of reliable, annual public entitlement aid, including Core Aid tuition, OTPS variable grant, NCLB funding, IDEA funding, and other government entitlement funding aids that the School receives from July 1, 2022 to June 30, 2023, excluding in-kind contributions and funds from competitive public grants. The Service Fee shall be due and payable in four approximately equal installments on September 30, 2022, December 31, 2022, March 31, 2023, and June 30, 2023. The first three of these payments to ReGeneration shall be based on the School's good faith estimate of the School's anticipated 2022-2023 school year enrollment. The June 30, 2023 payment to ReGeneration shall include adjustments to correct any over- or under-payments.

For the 12-month period beginning on July 1, 2023 (Fiscal Year 2024), the School shall pay ReGeneration a Service Fee equal to nine percent of reliable, annual public entitlement aid, including Core Aid tuition, OTPS variable grant, NCLB funding, IDEA funding, and other government entitlement funding aids that the School receives from July 1, 2023 to June 30, 2023, excluding in-kind contributions and funds from competitive public grants. The Service Fee shall be due and payable in four approximately equal installments on September 30, 2023, December 31, 2023, March 31, 2024, and June 30, 2024. The first three of these payments to ReGeneration shall be based on the School's good faith estimate of the School's anticipated

2023-2024 school year enrollment. The June 30, 2024 payment to ReGeneration shall include adjustments to correct any over- or under-payments.

7.5 ReGeneration Not Required to Make Loans or Advances.

ReGeneration shall have no obligation to advance or loan any funds to the School.

8. PROPRIETARY INFORMATION AND CONFIDENTIAL INFORMATION

8.1 Marks and Proprietary Information.

The School agrees that to the extent permitted by law, ReGeneration shall own all Marks and all Proprietary Information, provided that the School shall have the non-exclusive, perpetual, and royalty-free license to use the Proprietary Information for the purpose of operating the School (the "License"). ReGeneration shall have the sole and exclusive right to license such materials for use by other school districts or customers or to modify and/or sell such material to other school districts and customers. During the Term, ReGeneration may disclose such Proprietary Information, including that which is currently in existence as well as that which may be created in the future. The School shall not disclose, publish, copy, transmit, modify, alter or utilize such Proprietary Information during the Term or at any time after the expiration of this Agreement other than to the extent necessary for implementation of this Agreement or the operation of the School. The School shall use such efforts as may be reasonably requested by ReGeneration to assure that no School personnel or agents disclose, publish, copy, transmit, modify, alter or utilize ReGeneration's Proprietary Information without ReGeneration's prior written consent, except as required for the operation of the school.

8.2 Treatment of Confidential Information.

- (a) Confidential Information. The School acknowledges that prior to the Term, ReGeneration may have disclosed, and during the Term ReGeneration may disclose, Confidential Information to the School. The School agrees that it will not at any time or in any manner, directly or indirectly, use or disclose any trade secrets or other Confidential Information to anyone, and that the School will not use Confidential Information for any purpose other than those provided for herein or the operation of the School.
- (b) Protection of Confidential Information. The School shall preserve and take all reasonable precautions to prevent the disclosure of the Confidential Information to any persons, entities, and/or firms other than those authorized by ReGeneration to receive such information, except in connection with the operation of the School.
- (c) Use of Confidential Information. The School agrees that the Confidential Information: (i) shall be used solely in furtherance of this Agreement or the operation of the School, and shall not otherwise be used for the benefit of others; (ii) shall not be copied or reproduced by the School without the express written permission of ReGeneration, except for such copies as may be reasonably required for accomplishment of provisions of this Agreement or the operation of the School; and (iii) shall not be disclosed to any third party without the prior

written consent of ReGeneration, except in connection with the operation of the School. The School agrees that it will not knowingly infringe upon, or permit any of its employees or agents to infringe upon, any rights of any third party or knowingly violate the patent, copyright, trademark, trade secret, or other proprietary right of any third party in connection with the performance of this Agreement. If the School becomes aware of any infringement or alleged instance of infringement, the School agrees to notify ReGeneration promptly in writing.

- (d) Return of Confidential Information. The School will promptly deliver to ReGeneration any and all Confidential Information, including all written and electronic copies, in the School's possession or control upon termination or expiration of this Agreement or upon request by ReGeneration, except in connection with the operation of the School.
- (e) Rights to Confidential Information. Except as required for the Parties' performance hereunder or the operation of the School, nothing in this Agreement shall be construed to require ReGeneration to provide, or to entitle the School to obtain, any Confidential Information or any rights therein. The School agrees that these confidentiality obligations shall survive the expiration or termination of this Agreement for five years.
- (f) Specific Performance. In addition to all of the remedies otherwise available to ReGeneration, including, but not limited to, recovery of damages and reasonable attorneys' fees incurred in the enforcement of this Article 8, ReGeneration shall have the right to injunctive relief to restrain and enjoin any actual or threatened breach of the provisions of this Article 8. All of ReGeneration's remedies for breach of this Article 8 shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedies. The School acknowledges and agrees that ReGeneration's rights under this Article 8 are special and unique and that any violation of this Article 8 by the School would not be adequately compensated by money damages alone.

9. INDEMNIFICATION

9.1 Survival of Representations and Warranties.

All representations and warranties hereunder shall be deemed to be material and relied upon by the Parties with or to whom the same were made, notwithstanding any investigation or inspection made by or on behalf of such Party or Parties. The representations and warranties covered in this Agreement will survive the termination or expiration of this Agreement.

9.2 Indemnification of the School.

ReGeneration shall hold the School and its trustees, officers, successors, assigns, and agents (the "School Indemnified Persons") harmless and indemnify each of them from and against any and all claims, losses, damages, liabilities, penalties, fines, expenses or costs ("Claims"), plus reasonable attorneys' fees and expenses incurred in connection with Claims

and/or enforcement of this Agreement, plus interest from the date incurred through the date of payment at the prime lending rate as published in *The Wall Street Journal*, from time to time prevailing (collectively, the “Indemnified Claims”), incurred or to be incurred by any School Indemnified Person resulting from or arising out of, directly or indirectly, any breach or violation of ReGeneration’s representations, warranties, covenants, or agreements contained in this Agreement.

9.3 Indemnification of ReGeneration.

The School shall hold ReGeneration, trustees and affiliates, and the shareholders, directors, officers, partners, successors, assigns, and agents of each of them, harmless and indemnify each of them from and against any and all Indemnified Claims incurred or to be incurred by any of them resulting from or arising out of, directly or indirectly, any breach or violation of the School’s representations, warranties, covenants or agreements contained in this Agreement.

9.4 Limitation on Claims of the School

Notwithstanding anything in this Agreement to the contrary, ReGeneration shall have no liability for any Claim and ReGeneration shall have no obligations or liabilities pursuant to Section 9.2:

- (a) until the aggregate of the Claims suffered or incurred by the School exceeds Five Thousand Dollars (\$5,000) (the “Deductible”). After the Deductible has been met there shall be liability for the aggregate of all Claims. In computing the amount of the Claims incurred by the School, the amount of any operational savings and the amount of any insurance proceeds received by the School for an insured event under insurance policies referenced in this Agreement as a result thereof as well as the operational cost arising out of such indemnity, if any, shall be taken into account; and
- (b) if the claim for indemnification is made pursuant to Section 9.2, to the extent that ReGeneration can demonstrate that the School had, prior to the effective date of this Agreement, actual knowledge that the applicable representation or warranty was untrue or incomplete or had been breached or that the applicable covenant had been breached or was unfulfilled prior to the effective date of this Agreement.

9.5 Limitation on Claims of ReGeneration

Notwithstanding anything in this Agreement to the contrary, the School shall have no liability for any Claim and the School shall have no obligations or liabilities pursuant to Section 9.3:

- (a) until the aggregate of the Claims suffered or incurred by ReGeneration exceeds the Deductible. After the Deductible has been met there shall be liability for the aggregate of all Claims. In computing the amount of the Claims incurred by ReGeneration, the amount of any operational savings actually realized by ReGeneration as a result thereof as well as the

operational cost arising out of such indemnity, if any, shall be taken into account;

- (b) to the extent such liabilities exceed the lesser of (i) the Service Fee paid by the School during the academic year in which the action or omission giving rise to the Claim occurred or (ii) the amount of any insurance proceeds received by ReGeneration for an insured event under insurance policies referenced in this Agreement; and
- (c) if the claim for indemnification is made pursuant to Section 9.3, to the extent that the School can demonstrate that ReGeneration had, prior to the effective date of this Agreement, actual knowledge that the applicable representation or warranty was untrue or incomplete or had been breached prior to the effective date of this Agreement.

9.6 Indemnification of Third-Party Claims

The obligations and liabilities of any Party to indemnify the other under this Article 9 with respect to a Claim relating to or arising from third parties (a "Third Party Claim") shall be subject to the following terms and conditions:

- (a) Notice and Defense. The Party to be indemnified (the "Indemnified Party") will give the Party from whom indemnification is sought (the "Indemnifying Party") prompt written notice of any such Claim, and the Indemnifying Party may undertake the defense thereof by representatives chosen by it. Failure to give notice shall not affect the Indemnifying Party's duty or obligations under this Article 9, except to the extent the Indemnifying Party is prejudiced thereby. If the Indemnifying Party undertakes the defense of a Third Party Claim, then the Indemnifying Party shall be deemed to accept that it has an indemnification obligation under this Article 9 with respect to such Third Party Claim, unless it shall in writing reserve the right to contest its obligation to provide indemnity with respect to such Third Party Claim. So long as the Indemnifying Party is defending any such Third Party Claim actively and in good faith, the Indemnified Party shall not settle such Claim. The Indemnified Party shall make available to the Indemnifying Party or its representatives all records and other materials required by them and in the possession or under the control of the Indemnified Party, for the use of the Indemnifying Party and its representatives in defending any such Claim, and shall in other respects give reasonable cooperation in such defense.
- (b) Failure to Defend. If the Indemnifying Party, within thirty (30) days after notice of any such Claim, fails to dispute the obligation of the Indemnifying Party with respect to such Claim and fails to defend such Claim actively and in good faith, then the Indemnified Party will (upon written notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the

Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise, settlement or consent to judgment therein.

- (c) Indemnified Party's Rights. Anything in this Article 9 to the contrary notwithstanding, (i) if there is a reasonable probability that a Claim may materially and adversely affect the Indemnified Party other than as a result
- (d) of money damages or other money payments, the Indemnified Party shall have the right to defend, compromise or settle such Claim, and (ii) the Indemnifying Party shall not, without the written consent of the Indemnified Party, settle or compromise any Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the Indemnified Party of a release from all liability in respect of such Claim.

9.7 Payment

The Indemnifying Party shall promptly pay the Indemnified Party any amount due under this Article 9. Upon judgment, determination, settlement or compromise of any third party claim, the Indemnifying Party shall pay promptly on behalf of the Indemnified Party, and/or to the Indemnified Party in reimbursement of any amount theretofore required to be paid by it, the amount so determined by judgment, determination, settlement or compromise and all other Claims of the Indemnified Party with respect thereto, unless in the case of a judgment an appeal is made from the judgment. If the Indemnifying Party desires to appeal from an adverse judgment, then the Indemnifying Party shall post and pay the cost of the security or bond to stay execution of the judgment pending appeal. Upon the payment in full by the Indemnifying Party of such amounts, the Indemnifying Party shall succeed to the rights of such Indemnified Party, to the extent not waived in settlement, against the third party who made such third party claim.

9.8 Adjustment of Liability

In the event an Indemnifying Party is required to make any payment under this Article 9 in respect of any damages, liability, obligation, loss, claim, or other amount indemnified hereunder, such Indemnifying Party shall pay the Indemnified Party an amount which is equal to the sum of (i) the amount of such damages, liability, obligation, loss, claim or other amount, minus (ii) the amount of any insurance proceeds the Indemnified Party actually receives with respect thereto, minus (iii) any third party payments actually received by the Indemnified Party with respect to such damages, liability, obligation, loss, claim or other amount after demand or notice to such third party from the Indemnifying Party (with the consent of the Indemnified Party which will not be unreasonably withheld).

10. TERM AND TERMINATION

10.1 Term.

This Agreement shall have an initial term commencing on the Effective Date and ending on the fifth anniversary of the Effective Date (the "Initial Term"), and shall automatically be

renewed for additional renewal terms ending on June 30 of each subsequent year (each a "Renewal Term" and collectively with the Initial Term the "Term") unless written notice of

intent to terminate or renegotiate is given by either Party not later than the December 31 prior to the end of the Initial Term or the December 31 prior to the end of any Renewal Term. In no event shall any such renewal or renegotiations extend beyond the effective date of any subsequent Charter Contract granted by the Authorizer.

10.2 Termination by the School.

The School may terminate this Agreement in accordance with the following provisions:

- (a) Termination for Cause. Subject to the provisions of subparagraph (b) below, the School may terminate this Agreement for cause at any time during the Term. For purposes of this Section 10.2, the term “for cause” shall mean:
- (i) ReGeneration becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, makes an assignment for the benefit of creditors, or does not have sufficient financial resources to perform its obligations under this Agreement in the ordinary course;
 - (ii) a Regulatory Authority has revoked any license which may be required for ReGeneration to carry on its business and perform its obligations and functions under the Charter Contract;
 - (iii) ReGeneration violates any material provision of law with respect to the School from which the School was not specifically exempted and which results in material adverse consequences to the School;
 - (iv) ReGeneration materially breaches any of the material terms and conditions of this Agreement, which results in material adverse consequences to the School;
 - (v) the School fails to make reasonable progress toward achievement of the goals and objectives outlined in the “Goals and Objectives” section of the Charter application, after a period of at least three years from the Effective Date of this Agreement;
 - (vi) the Authorizer notifies either Party of its intention to revoke its Charter Contract with the School, or does so;
 - (vii) the Board of Regents notifies either Party of its intention to revoke the Charter Contract between the Authorizer and the School pursuant to State statute, or does so; or
 - (viii) the enactment, repeal, promulgation or withdrawal of any federal, State or local law, regulation, or court or administrative decision or order finding that this Agreement, the operation of the School in conformity with this Agreement or the School’s Charter Contract with the Authorizer violates the School’s, the Authorizer’s or the State’s responsibilities, duties or obligations under the federal or State

constitutions, statutes, laws, rules or regulations, or any contract or agreement.

- (b) ReGeneration Right to Cure. Prior to exercising its right to terminate this Agreement pursuant to Section 10.2(a), the School shall give ReGeneration written notice of its basis for terminating the Agreement (a "Termination Notice"). The Termination Notice shall specify the section of this Agreement upon which the School is relying on for the termination and the requirements for correction of the breach. Upon receipt of the Termination Notice, ReGeneration shall have 60 business days to remedy the breach, unless such breach endangers the health and safety of the students of the School in which case, the School may immediately terminate this Agreement. If such other breach is not corrected within the cure period, the School may immediately terminate the Agreement.
- (c) If the School terminates this Agreement in accordance with Section 10.2(a)(v) on or after July 1, 2022 and before July 1, 2023, the School shall pay ReGeneration \$100,000 by July 1, 2025, provided that ReGeneration shall not have materially breached its obligations under this Agreement.

10.3 Termination by ReGeneration.

ReGeneration may terminate this Agreement in accordance with the following provisions:

- (a) Termination For Cause. Subject to the provisions of subparagraph (b) below, ReGeneration may terminate this Agreement for cause at any time during the Term. For purposes of this Section 10.3, the term "for cause" shall mean that:
 - (i) the School materially breaches any of the material terms and conditions of this Agreement;
 - (ii) the School fails to comply with its Bylaws and such failure materially and adversely affects the ability of the school to operate as contemplated by this Agreement;
 - (iii) the School violates any material provision of law with respect to the School from which the School was not specifically exempted and which results in material adverse consequences to ReGeneration or to the School;
 - (iv) the School takes any action which materially interferes with the ability of ReGeneration to perform under this Agreement;
 - (v) the School's Board of Trustees overrides ReGeneration's recommendation to fire a Principal, or overrides more than two (2) of ReGeneration's hiring recommendations, as described in Section 4.5;
 - (vi) the School refuses or willfully fails to follow any material direction of ReGeneration related to implementation of the ReGeneration School Model;

- (vii) the Authorizer notifies either Party of its intention to revoke its Charter Contract with the School, or does so;
 - (viii) the Board of Regents notifies either Party of its intention to revoke the Charter Contract between the Authorizer and the School pursuant to State statute, or does so; or
 - (ix) the enactment, repeal, promulgation or withdrawal of any federal, State or local law, regulation, or court or administrative decision or order finding that this Agreement, the operation of the School in conformity with this Agreement or the School's Charter Contract with the Authorizer violates the School's, the Authorizer's or the State's responsibilities, duties or obligations under the federal or State constitutions, statutes, laws, rules or regulations, or any contract or agreement.
- (b) School Right to Cure. Prior to exercising its right to terminate this Agreement pursuant to Section 10.2(a), ReGeneration shall give the School a Termination Notice specifying the section of this Agreement upon which ReGeneration is relying on for the termination and the requirements for correction of the breach. Upon receipt of the Termination Notice, the School shall have 60 business days to remedy the breach, unless such breach endangers the health and safety of the students of the School in which case, ReGeneration may immediately terminate this Agreement. If such other breach is not corrected within the cure period, ReGeneration may immediately terminate the Agreement.
- (c) Minimum Enrollment. ReGeneration may terminate this Agreement as stated in Section 6.3.
- (d) Inadequate Fee. ReGeneration may terminate this Agreement in the event that the Approved Per Pupil Operating Expense referenced in Section 7.4 drops below the following levels for the school years beginning in the years indicated: \$10,000 for 2019-2020; \$10,500 for 2020-2021; \$10,500 for 2021-2022; \$11,000 for 2022-2023; \$11,000 for 2023-2024.
- (e) If ReGeneration terminates this Agreement before July 1, 2020 in accordance with Section 10.3 for any of the reasons in Sections 10.3(a)(i), (ii), (iii), (iv), and (vi), the School shall pay ReGeneration \$150,000 by July 1, 2022. If ReGeneration terminates this Agreement on or after July 1, 2020 and before July 1, 2021 in accordance with Section 10.3 for any of the reasons in Sections 10.3(a)(i)-(vi), the School shall pay ReGeneration \$125,000 by July 1, 2023. If ReGeneration terminates this Agreement on or after July 1, 2021 and before July 1, 2022 in accordance with Section 10.3 for any of the reasons in Sections 10.3(a)(i)-(vi), the School shall pay ReGeneration \$100,000 by July 1, 2024. If ReGeneration terminates this Agreement on or after July 1, 2022 and before July 1, 2023 in accordance with Section 10.3 for any of the reasons in Sections 10.3(a)(i)-(vi), the School shall pay ReGeneration \$50,000 by July 1, 2025.

10.4 Termination Upon Agreement of the Parties.

This Agreement may be terminated upon written agreement of the Parties.

10.5 Avoidance of Disruptions to Students.

Notwithstanding the foregoing provisions of this Article 10, each Party shall use its good faith best efforts to avoid a termination of the Agreement that becomes effective during the school year because of the disruption to the educational program and the students. Therefore, in the event this Agreement is terminated by either Party prior to the end of the Term, absent unusual and compelling circumstances, the termination will not become effective until the end of the school year.

10.6 Payment of Service Fee.

Upon termination of this Agreement, the School shall pay ReGeneration any previously unpaid portion of the Service Fee for services performed by ReGeneration until the time of termination.

10.7 Assistance Following Termination by ReGeneration.

In the event of termination of this Agreement by ReGeneration, ReGeneration shall provide reasonable assistance to the School for the shorter of the remainder of the current School year or 90 days after the effective date of termination of the Agreement (the "Termination Assistance Period"), to assist in the transition to another School management plan. During the Termination Assistance Period, ReGeneration will be entitled to receive and the School shall continue to pay ReGeneration's Service Fee and shall reimburse ReGeneration for all reasonable expenses incurred by ReGeneration in providing such transition assistance.

10.8 Records upon Termination.

Upon termination or expiration of this Agreement for any reason, ReGeneration shall give to the School as soon as practicably possible all student, fiscal and other School records.

10.9 Marks and Proprietary Information.

Subject to the License, upon termination or expiration of this Agreement, the School will not have any right to make any use whatsoever of the Marks. To the extent that the School's corporate name includes any of the Marks, including but not limited to the ReGeneration name, and unless expressly agreed to in writing by ReGeneration, the School shall immediately take steps to change such name so that it does not include any of the Marks, or any portion of the Marks, following termination or expiration of this Agreement.

10.10 Assistance Upon Nonrenewal or Termination by Authorizer or Regulatory Authority.

In the event of nonrenewal of the Charter Contract by the Authorizer or termination or revocation of the charter by the Authorizer or Regulatory Authority, ReGeneration shall render

assistance to the School with respect to following the School's closure plan and terminating operations including transferring of student records and rendering final reports and audits including providing information to the School's outside auditors in connection therewith.

11. MISCELLANEOUS

11.1 Governing Law.

This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of Ohio, without giving effect to the principles of conflict of laws thereof..

11.2 Alternative Dispute Resolution.

- (a) Good Faith Negotiation of Disputes. The parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes. If, nevertheless, a dispute should arise in connection with this Agreement, either Party may give notice to the other Party of intent to negotiate, and the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner. In the event any dispute or claim arising out of or relating to this Agreement or the relationship resulting in or from this Agreement (a "Dispute"), except for a claim by ReGeneration relating to its intellectual property rights (including under Article 8 or Section 10.9 of this Agreement), is unable to be resolved by the Parties (or if one of the Parties refuses to participate in such negotiations) within twenty days from the notice of intent to negotiate, either Party may give written notice to the other (in accordance with Section 11.10) that the Dispute shall be resolved in accordance with the following alternative dispute resolution procedure.
- (b) Binding Arbitration Except With Respect to Intellectual Property. Any Dispute, except for a claim by ReGeneration relating to its intellectual property rights (including under Article 8 or Section 10.9 of this Agreement), will be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of The American Arbitration Association (the "Arbitration Rules"), except as stated below in this clause (b). A claim by ReGeneration relating to its intellectual property rights (including under Article 8 or Section 10.9 of this Agreement) shall not be subject to arbitration absent further agreement by the parties. Within seven calendar days following the giving by either Party of a written notice to arbitrate, (1) each Party shall designate its panel representative and (2) the Party giving notice to arbitrate shall also give notice to the New York City Department of Education of such intent to arbitrate, and shall request that such office designate a third representative. The arbitrators shall convene a hearing as soon as possible thereafter. Each Party may present witnesses, documentary, and other evidence on its behalf, but strict rules of evidence shall not apply. The arbitrators shall permit the filing of briefs upon request of either Party. The arbitrators shall issue a written opinion concerning the matters in controversy together with their award. They shall issue their award within 30 days following the close of the hearing, and judgment upon the award may be

entered in any court having jurisdiction thereof.

- (c) Notices. All notices, arbitration claims, responses, requests and documents will be sufficiently given or served if mailed or delivered in the manner described in the Notice provision of this Agreement.
- (d) Award, Confirmation. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, the arbitrators are not empowered to award punitive damages. Any award rendered by the arbitrator(s) may be entered as a judgment or order and confirmed or enforced by either Party in any State or federal court having competent jurisdiction thereof. This Agreement concerns transactions involving commerce among the several states.
- (e) Expense Shifting For Arbitration Avoidance. Notwithstanding anything to the contrary in the Arbitration Rules or otherwise, and except for a claim by ReGeneration under Article 8 or Section 10.9, which claim is not subject to arbitration, no Party may seek judicial relief. In the event any Party violates this provision and brings any action for judicial relief in the first instance without pursuing arbitration prior thereto, such Party will be liable to the other Party for, among other things, all of the other Party's costs and expenses (including, without limitation, court costs and attorneys' fees) incurred to stay or dismiss such judicial action and/or remove or remand it to arbitration. It shall not be a violation of this arbitration provision for the Party entitled to collect such costs and expenses to seek to have them included in a judicial order of dismissal, removal, or remand. In the alternative, such Party may seek an immediate and separate award of such costs and expenses at the outset of the arbitration, which the arbitrators must grant, and the Party may seek immediately to confirm such award of costs and expenses. In addition, if either Party brings any judicial action to vacate or modify any award rendered pursuant to arbitration, or opposes a judicial action to confirm such award, and the Party bringing or opposing such action or opposing confirmation of such award does not prevail, such Party will pay all of the costs and expenses (including, without limitation, court costs, arbitrators fees and expenses and attorneys' fees) incurred by the other Party in defending against the action to vacate or modify such award or in pursuing confirmation of such award. The cost-shifting provisions of the preceding sentence shall apply equally to appeals of judicial decisions to which the preceding sentence applies. It shall not be a violation of this arbitration provision for the Party entitled to collect such costs and expenses to seek to have them included in a judicial order dealing with confirmation, vacation, or modification of an award, or any order on an appeal to which the preceding sentence applies.
- (f) Waiver of Jury Trial. The Parties knowingly and willingly waive the right to a jury trial of any Dispute, whether or not subject to this arbitration provision, and including any Dispute included within this arbitration provision but found not to be subject to arbitration for any reason.

11.3 Breach and Waiver.

No failure on the part of any Party to enforce the provisions of this Agreement shall act as a waiver of the right to enforce any provision. Further, no waiver of any breach of this Agreement shall (a) be effective unless it is in writing and executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly and narrowly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

11.4 No Third Party Beneficiary Rights.

With the exception of the Authorizer, no third party, whether a constituent of the School, a member of the community, a student or parent of a student of the School or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, the School or ReGeneration in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

11.5 Negligent, Wrongful or Unlawful Acts of a Party.

Nothing in this Agreement shall affect or alter in any way responsibility of either Party of this Agreement for the negligent, wrongful or unlawful act of that Party's employees, agents or contractors.

11.6 Delegation of Authority.

Nothing in this Agreement shall be construed as delegating to ReGeneration any of the powers or authority of the School or the Board of Trustees, which are not subject to delegation by the School or the Board of Trustees under applicable State law or under the Charter Contract.

11.7 Compliance with Laws.

Unless specifically waived by appropriate governmental authority, ReGeneration shall comply with all applicable laws, rules, regulations, ordinances, orders or other requirements of New York and any governmental authority relating to its delivery of the goods or services specified in this Agreement.

11.8 Incorporation of Recitals and Appendices.

The recitals to this Agreement and any appendices referred to in this Agreement are hereby incorporated herein as an integral part of this Agreement.

11.9 Inspection and Access to Records.

Upon reasonable notice, the Parties shall make available to each other and to the Authorizer for inspection and copying, all books, records, and documents relating to the

Parties' obligations and performance under this Agreement.

11.10 Notices.

All notices, demands, consents or other communications ("notices") which either Party may be required or desire to give to the other Party shall be in writing and shall be deemed delivered when (a) personally delivered, (b) if mailed, five business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, (c) if delivered by a reputable overnight carrier, one business day after delivery to such carrier, or (d) if delivered by facsimile, on the date the facsimile transmission is confirmed, provided that, on such date, a separate copy is also delivered pursuant to clause (b) or (c). Delivery by mail, overnight carrier or facsimile shall be addressed to the Parties as follows:

ReGeneration:
REGENERATION SCHOOLS
1816 W Garfield Blvd
Chicago, IL 60609
(773) 778-9455

The School:
REGENERATION SCHOOLS OHIO
3617 Ault Park Ave
Cincinnati, OH 46208

Any Party may change its address for notice by notice given in accordance with the foregoing provisions. Notwithstanding the manner of delivery, whether or not in compliance with the foregoing provisions, any notice, demand or other communication actually received by a Party shall be deemed delivered when so received.

11.11 Defined Terms and Use of Terms.

All defined terms used in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular and/or plural, in each instance as the context and/or particular facts may require. Use of the terms "hereunder," "herein," "hereby," and similar terms refer to this Agreement.

11.12 Section Headings.

The headings in this Agreement are for the convenience of the parties only, and shall have no effect on the construction or interpretation of this Agreement and are not part of this Agreement.

11.13 Exhibits and Schedules.

Each exhibit and each schedule to this Agreement to which reference is made in this Agreement is hereby incorporated in this Agreement as an integral part thereof. In the event of a conflict between the terms and provisions of this Agreement and the terms and provisions of any exhibits or schedules, the terms and provisions of this Agreement shall control.

11.14 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter herein, as of the Effective Date, and there are no understandings of any kind except as expressly set forth herein. Further, any and all prior understandings and agreements between the Parties, expressed or implied, written or oral, are superseded hereby.

11.15 Modifications and Amendments; No Parol Evidence.

This Agreement (including any exhibits and schedules to this Agreement) is the entire agreement between the Parties, and may be altered, changed, added to, deleted from or modified only by agreement in writing approved by the Board of Trustees and by ReGeneration's Board of Directors. Accordingly, no course of conduct or custom shall constitute an amendment or modification of this Agreement, and any attempt to amend or modify this Agreement orally, or in a writing not so approved, shall be void. This Agreement may not be modified, supplemented, explained, or waived by parol evidence.

11.16 Assignment.

This Agreement, including without limitation, the rights granted herein, may not be assigned, delegated, transferred, pledged, or hypothecated by either Party, whether voluntary or involuntary, without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their successors and assigns, and the name of a Party appearing herein shall be deemed to include the name of such Party's successors and assigns to the extent necessary to carry out the intent of this Agreement.

11.17 Counterparts.

This Agreement may be executed in Counterparts, each of which shall be deemed to be an original and both together shall be deemed to be one and the same Agreement.

11.18 No Partnership.

This Agreement does not constitute, and shall not be construed as constituting, a partnership or joint venture between the Parties.

11.19 Further Assurances.

The Parties agree that they will execute and deliver or cause to be executed and delivered from time to time such other documents, including but not limited to a License in customary form, and will take such other actions as the other Party reasonably may require to more fully and efficiently carry out the terms of this Agreement.

11.20 Severability.

In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement in such jurisdiction, but this Agreement shall

be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

11.21 Survival.

The provisions of Articles 2, 8 and 9, Sections 3.3, 3.4, 10.6, 10.7, 10.8, 10.9, 11.1, 11.2, 11.4, 11.5, 11.6, 11.8, 11.9, 11.10, 11.11, 11.12, 11.13, 11.14, 11.15, 11.20, 11.21, this Section 11.21, and any other sections or exhibits to this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive any expiration or termination of this Agreement; provided that any provisions that is stated to extend for a specified period of time shall survive only for such specified period of time.

11.22 Negotiated Agreement.

The provisions of this Agreement were negotiated by the Parties and this Agreement shall be deemed to have been drafted by the Parties, notwithstanding any presumptions at law to the contrary.

- SIGNATURES ARE ON THE FOLLOWING PAGE -


IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

REGENERATION SCHOOLS

By: _____
Stacey Shells, CEO

**REGENERATION SCHOOLS OHIO
dba ReGeneration Bond Hill**

By: 
Jamilah Hackworth, Chairperson

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the date first written above

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

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