

AFFILIATION AGREEMENT

Between

YOUNG WOMEN'S LEADERSHIP NETWORK

and

Kansas City Girls' Preparatory Academy (KCGPA)

This Affiliation Agreement (along with all annexes, exhibits and schedules, the "**Agreement**") is made and entered into as of this 1st day of July, 2017 (the "**Effective Date**"), by and between the Young Women's Leadership Network ("**YWLN**"), a nonprofit Delaware corporation, and KCGPA ("**School**"), a Missouri nonprofit corporation.

RECITALS

WHEREAS, YWLN is a nonprofit organization that supports the Young Women's Leadership Schools, a high-performing network of all-girls' public schools;

WHEREAS, School is in the process of filing an application to become a charter school in the City of Kansas City; and

WHEREAS, School desires to become an affiliate school of YWLN and to receive certain advisory services from YWLN, and YWLN wishes to accept such affiliation and to provide such advisory services to School.

In consideration of the mutual covenants contained herein, the sufficiency and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Responsibilities of YWLN.

1.1. YWLN Services. During the period commencing from the Effective Date and ending upon the completion of the initial school year in which School is open, but not to exceed thirty-three (36) months after the Effective Date (such period, the "**Initial Consulting Period**"), YWLN will provide School with the advisory and other services set forth in Annex D (collectively, "**Materials and Pre-Opening and 1st Year Services**"). After the Initial Consulting Period, YWLN shall provide "Ongoing Support" as set forth on Annex D ("**Ongoing Support**"). Also, after the Initial Consulting Period, School may request additional consulting services from YWLN ("**Additional Services**", and, together with "**Materials and Pre-Opening and 1st Year Services**" and "**Ongoing Support**", the "**Services**"). YWLN may, but is not obligated to, perform such Additional Services, and such Additional Services are subject to a mutually agreed upon fee. YWLN's performance of all Services are subject to the reasonable availability and capacity of the YWLN staff.

1.2. License Grant. Subject to the terms of this Agreement, YWLN hereby grants

School the right to use the marks “Young Women’s Leadership Network” and “TYWLS” during the term of this Agreement solely in connection with School’s acknowledgement of School as an affiliate school of YWLN as contemplated in Section 2.2 and in compliance with Annex C.

1.3. YWLN Acknowledgement. During the term of this Agreement, School agrees that YWLN may acknowledge School’s performance or School as an affiliate school in written publications, materials and communications in which YWLN refers to its affiliated schools, as applicable, and at the discretion of YWLN.

1.4. Materials. As may be set forth on Annex D or otherwise provided to School by YWLN, YWLN shall provide School with various teaching and program materials (collectively, the “YWLN Proprietary Materials”). YWLN hereby grants School the right to use and make derivative works based on the YWLN Proprietary Materials solely for its internal use during the term of this Agreement. School agrees that YWLN owns and shall continue to own all right, title and interest in and to the YWLN Proprietary Materials. To the extent School makes derivative works based on the YWLN Proprietary Materials, YWLN shall own all right, title and interest in such derivative works, and YWLN hereby grants a royalty-free, perpetual license to School to use such derivative works. School maintains all right, title and interest in and to any curriculum, teaching, and/or other program development materials that School develops which are not substantially similar to the YWLN Proprietary Materials.

2. Responsibilities of School.

2.1. YWLN Principles. School shall operate based on the educational model of YWLN, in accordance with the principals and performance standards set forth in Annex A and Annex B, as either shall be updated by YWLN from time to time and provided to School (Annex A and Annex B, the “**YWLN Principles**” and “**YWLN Targets**”, respectively). School’s failure to materially comply with the YWLN Principles may be deemed a material breach of this Agreement, subject to termination by YWLN in accordance with Section 4.2(iv). YWLN acknowledges that the Targets are aspirational and that while the School must set substantially similar targets, it will need time to achieve such Targets, and the School acknowledges that its failure to materially achieve the YWLN Targets after such time as it has been operational at all grade levels may constitute a material breach of this Agreement, subject to termination by YWLN in accordance with Section 4.2(iv).

2.2. Acknowledgement. School is required to acknowledge its affiliation with YWLN as provided in the guidelines set forth in Annex C. School is prohibited from using the YWLN name or referring to its affiliation with YWLN except as set forth herein or as otherwise permitted by applicable law. All uses of the YWLN name by School which are not substantially as set forth on Annex C must be pre-approved in writing by YWLN. Further, subject to the terms of this Agreement, School hereby grants to YWLN the right to use the School’s name as

contemplated in Section 1.3.

2.3. Reporting. School shall prepare an annual report for YWLN, detailing School's compliance with the YWLN Principles, due October of each year following the opening of the School, substantially in the form in Annex E, as such Annex E may be modified and updated by YWLN from time to time.

2.4. Payment. School will pay to YWLN the fees for the Services and YWLN Proprietary Materials as set forth on Annex D. In addition to the payment of fees for Services and YWLN Proprietary Materials, School shall reimburse YWLN for reasonable out-of-pocket expenses for travel incurred (including meals and lodging) by YWLN in performing the Services or any request that is outside the scope of the Services. (No reimbursement is expected for travel before the effective date of this Affiliation Agreement.) School is responsible for all of its own out-of-pocket expenses incurred in connection with the Services, e.g., travel expenses.

3. Confidentiality.

3.1. Definition. "**Confidential Information**" means any non-public information, whether oral or written, whether it is in electronic or printed form, and all know-how, that relates to the current or anticipated practices and operations of the applicable party, including in the case of YWLN, but not limited to, the YWLN Proprietary Materials and all other copyrighted materials and all training materials, policies, manuals, mission statements, marketing materials, professional development materials, films, financial information, know-how. The term "Confidential Information" does not, however, include information or materials which are proven by the receiving party (i) to be or become generally available to the public other than as a result of a disclosure by the receiving party (ii) to be rightfully within the possession of the receiving party prior to such information or materials being furnished pursuant this Agreement, or (iii) to be independently developed by the receiving party without any reliance on the Confidential Information.

3.2. Use of Confidential Information. Any Confidential Information or materials disclosed or provided by or on behalf of either party (the "disclosing party") to the other party (the "receiving party") shall remain the sole property of the disclosing party and be protected by the terms of this Agreement. The receiving party will not, during or subsequent to the term of this Agreement, (i) use the disclosing party's Confidential Information for any purpose whatsoever other than as contemplated by this Agreement or (ii) disclose the Confidential Information to any third party without the prior written consent of the disclosing party. The receiving party will not incorporate any Confidential Information into any materials developed by it or any third party on its behalf without the disclosing party's prior written permission. The receiving party also agrees to take all reasonable precautions to prevent any unauthorized disclosure of the disclosing party's Confidential Information and will immediately notify the

disclosing party if it believes there has been an unauthorized disclosure of its Confidential Information.

- 3.3. Third Party Confidential Information. Each party recognizes that the other party has received and in the future will receive from third parties their confidential or proprietary information subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. Each party agrees that, during the term of this Agreement and thereafter, it shall treat such third-party confidential information as Confidential Information hereunder pursuant to the terms hereof.
- 3.4. Confidential Information Upon Termination. Upon the termination of this Agreement, or upon earlier request by the disclosing party, the receiving party will deliver to the disclosing party, or otherwise destroy (at the disclosing party's election), all of Confidential Information that the receiving party may have in its possession or control.
- 3.5. Compelled Disclosure. If either party is compelled to disclose Confidential Information in connection with a legal or administrative proceeding or otherwise to comply with a requirement under the law, it will give the other party prompt notice of such request before complying with such request (to the extent permitted by applicable law) so that the disclosing party may seek an appropriate protective order or other remedy or waive compliance with the relevant provisions of this Agreement. Each party agrees to reasonably cooperate with and assist the other party in such efforts. If the disclosing party fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, the receiving party will disclose only that portion of the Confidential Information which its legal counsel determines it is required to disclose, and will use its commercially reasonable efforts to obtain confidential treatment of the Confidential Information to be disclosed. For avoidance of doubt, YWLN acknowledges that the School is subject to the sunshine law and charter school act.

4. Term and Termination.

- 4.1. Term. The term of this Agreement will begin on the Effective Date and will continue until terminated in accordance with Section 4.2.
- 4.2. Termination. This Agreement may be terminated (i) by the parties upon mutual written consent; (ii) by either party immediately if it determines that the other party has (A) acted illegally, unethically, dishonestly or fraudulently, (B) acted in any way that significantly impairs the reputation of or significantly harms the terminating party's reputation, (C) any of its directors or officers have been convicted of or pled nolo contendere to any felony or to a misdemeanor involving fraud or financial misconduct, (D) there is a material change in the leadership of the Board of Directors or administration of the School, or (E) the School and YWLN fail to have a philosophical meeting of the minds regarding

the School's mission and vision and how they align with YWLN or regarding the School's implementation of the YWLN model; (iii) beginning in the 20__-20__ school year, by either party for any reason, upon giving the other party one hundred twenty (120) days prior to end of a school year written notice of such intent to terminate the Agreement; or (iv) by a party for a breach of this Agreement by the other party if such breach is not cured within sixty (60) days of the breaching party's receipt of written notice from the nonbreaching party detailing the breach (or in the case of a payment default, thirty (30) days notice).

- 4.3. Effect of Termination. Upon termination of this Agreement for any reason, School shall pay to YWLN all amounts owed and still outstanding. Further, School must immediately cease using the YWLN Proprietary Materials provided hereunder, return or destroy all such YWLN Proprietary Materials, as requested by YWLN, and remove all references to its affiliation or relationship with YWLN. Sections 3, 4, 6, 7, 8, 9 and 10 of this Agreement shall survive termination of this Agreement.
5. Access and Information. At any time during the term of this Agreement upon reasonable notice to School, School shall allow YWLN and its agents and representatives reasonable and supervised access during normal business hours to the facilities, records and personnel of School, together with the opportunity to make copies of any data and information relating to the operations of School, in order to ascertain School's compliance with its obligations under this Agreement. All such access and information shall be subject to the terms of any applicable law.
6. Indemnification. Each party (the "indemnifying party") shall indemnify and hold harmless the other party and its directors, officers, employees and agents (the "indemnified party") from and against any claims, demands, judgments, losses, damages, costs, or expenses (including reasonable attorneys' fees and court costs, including those arising out of an action to enforce this Agreement) incurred by the indemnified party arising from or based upon the indemnifying party's breach of this Agreement or the gross negligence or willful misconduct of such indemnifying party in connection with the indemnifying party's performance of its obligations under this Agreement.
7. Limitation of Liability; Warranty. NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF A PARTY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT OR BY STATUTE OR OTHERWISE) WILL BE LIMITED TO THE AMOUNTS PAID BY SCHOOL HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE LAST ACT GIVING RISE TO SUCH LIABILITY. EXCEPT AS EXPRESSLY SET

FORTH HEREIN, ALL MATERIALS AND SERVICES PROVIDED BY YWLN HEREUNDER, INCLUDING THE YWLN PROPRIETARY MATERIALS, ARE PROVIDED “AS-IS” AND WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. Equitable Relief. School acknowledges and agrees that the remedy at law available to YWLN for breach of School’s obligations under this Agreement may be inadequate. School therefore agrees that, in addition to any other rights or remedies that YWLN may have at law or in equity, temporary and permanent injunctive relief may be granted in any proceeding which may be brought to enforce any provision contained in Section 3 of this Agreement.
9. Notices. Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by U.S. registered or certified mail (return receipt requested) to the party at the party’s address written below or at such other address as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective 3 business days after mailing to the addresses set forth below or to any other address notified in writing by one party to the other party:

If to **YWLN**:
Laura Rebell Gross
Managing Director of Girls’ Education
Young Women’s Leadership Network
322 Eighth Avenue, 14th floor
New York, New York 10001
lrebellgross@ywn.org
646-677-8336

If to **School**:
Christine Kemper
Kemper & Company
4550 Main Street
Suite 227
Kansas City, Missouri 64111
christine@kemperandcompany.com
816-564-8381

10. Miscellaneous.

10.1. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York without regard to the conflicts of law principles thereof. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought exclusively in a state or federal court of competent subject matter jurisdiction in the Borough of Manhattan, New York City, New York.

10.2. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

10.3. Severability. If any provision of this Agreement is found to be illegal or

unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

- 10.4. Assignment. This Agreement will be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or does confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Neither party may assign or delegate any rights or obligations under this Agreement without the other party's prior written consent, provided, however, that YWLN shall have the right to assign this Agreement to an affiliate or as part of the sale or transfer of all or substantially all of its assets and business, including by merger or consolidation.
- 10.5. Amendment/Modification. No modification or amendment of any provision of this Agreement will be valid unless the same is in writing and signed by the parties hereto. No waiver by any party of any provision of this Agreement or any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be valid unless the same is in writing and signed by the party making such waiver, nor will such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 10.6. Independent Contractors. The relationship between the parties is that of independent contractors. The parties hereto are not joint venturers, partners, principal and agent, or employer and employee and have no relationship other than as independent contracting parties. No party shall have the power to bind or obligate the other party in any manner, other than as expressly set forth in this Agreement.
- 10.7. Counterparts. This Agreement may be executed in counterparts. Each such counterpart shall be an original and together shall constitute but one and the same document.
- 10.8. Representations and Warranties. Each of the parties represents, warrants and undertakes to the other party that it has the full rights and title to enter this Agreement and to perform the obligations undertaken by it and that it has not entered into any agreement with any third party which might conflict with the terms of this Agreement. Each party will perform its obligations hereunder in compliance with applicable law.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be fully executed by their respective authorized representatives as of the Effective Date.

**YOUNG WOMEN'S LEADERSHIP
NETWORK**

Laura Rebell Gross
Managing Director of Girls' Education

Sarah Boldin
National Director of Professional
Development

Annex A

Principles for YWLN Affiliated Schools

Principles:

Realization

All girls public schools

High quality all girls' public schools serving grades 6-12 in under resourced neighborhoods serving predominantly low income, first-generation-to-college students to offer a meaningful choice for a focused, personalized, whole girl, college prep education and to ensure that college and other postsecondary educational options are a reality.

Uniforms

Dress for achievement, dress for success, eliminate toxic cultural hyper-sexualized media image of girls.

Rigor /focus on results

Academically rigorous schools staffed by competent teachers engaged in informed pedagogy driven by research based best practices for working with girls of color, constantly challenging students to higher achievement. Preparing students to take their place in higher education alongside other students. No excuses, whatever it takes, 100% will graduate and get accepted to college or other postsecondary educational institutions. Instilling the message that college and post-secondary preparation can open up opportunities that would not have been there otherwise. The 6-12 model catches students at their most vulnerable stage and gives the school time to prepare them for the rigors of high school, college, and beyond.

Effective Practices

Training and monitoring of teachers in implementation of research-based effective practices for working with girls in and out of the classroom.

Advisory

An Advisory structure to address the developmental needs of the whole girl with a special emphasis on Leadership Development, Health and Wellness, and Early Career and College Exploration, to distribute counseling, and to facilitate family connections. Advisory addresses all aspects of the student's

development: academic, social, emotional, and physical.

STEM focus

Enhancing the basic curricular offerings to ensure that all students have access to:
Advanced math, hands on science, and state of the art technology – areas where women, minority women in particular, traditionally lack confidence and professions where they are under represented.

Connection to the wider world

Bringing the world to the school to expose students to people from all walks of life; to give them the message that they are important; to let them know the world is watching. Taking students out into the world and out of their limited life experience to get to know the city as a laboratory, to use the wider world as the classroom, to do community service projects, to engage in expeditionary learning, to gain exposure to new circles of society.

Leadership Development

The hallmark of an all-girls' school – all the leaders are the girls; teaching girls how to take care of themselves independently, how to think for themselves, how to advocate for themselves, how to build confidence through competence. These are the first steps to learning to lead others. Community service is an integral component of the requirements at the school.

Health and Wellness

A critical component of healthy female adolescent development and supporting the full actualization of potential, student's health and wellness is addressed in a holistic way with an eye toward the special risks and vulnerabilities of the population served.

Early Career/College Exploration

Giving student the tools to learn about career paths, especially in professions where women are under – represented; early career and college exploration through advisory and a wide variety of activities beginning in middle school.

College Counseling

Dedicated full-time college counselor (distinct from a guidance counselor) for every student beginning in her 10th grade year supporting her and her family to have viable postsecondary options and financial aid.

Extended time for learning

Learning should not stop at 3:00 pm on Friday, or in the summer. There should be a variety of options for girls to continue their education and get ready for college applications, i.e., Summer Bridge, summer integration, summer camp, and experiences in the summer on college campuses, Saturday school, break camps, and a wide array of afterschool programs.

Annex B

Target Performance Standards for YWLN Affiliated Schools

Middle School (Grades 6, 7, and 8)

In middle school, the school meets or exceeds the targeted performance indicators as determined by the local school district as well as the State and Federal targets for all populations including English Language Learners and Special Needs Populations (if applicable). The school is expected to outperform similar schools serving similar demographics in such measures as but not limited to:

Attendance, Standardized Testing, Promotion Rates, Participation in out of school time programming, reduced rates of disciplinary incidents.

High School (Grades 9, 10, 11, 12)

In the high school grades the school meets or exceeds the targeted performance indicators as determined by the local school district as well as the State and Federal targets for all populations including English Language Learners and Special Needs Students (if applicable). The school is expected to outperform schools serving similar demographics in such measures as but not limited to:

Attendance, Credit accumulation, Exit exam pass rates, Promotion rates, Graduation rates, Out of school time programming participation, College acceptance rates, College enrollment rates.

In addition the school will target 100% participation in the PSAT as well as the SAT or ACT, and will encourage students to pursue AP and dual enrollment courses. The school will graduate 100% of its students and will assure post-secondary options for 100% of its students.

YWLN will collect data on an annual basis in October to verify that the affiliate is maintaining the aforementioned standards.

Annex C

Acknowledgement Guidelines for YWLN Affiliated Schools

Affiliated Schools must acknowledge their affiliation with the Young Women's Leadership Network ("YWLN") and that their schools are modeled after the principles of The Young Women's Leadership Schools. This acknowledgement must be printed in a clear and visible manner on all significant and widely printed written materials (e.g. brochures) and appear clearly and visibly in all electronic media (e.g. website).

All references to YWLN and to its program names and logos must follow the YWLN branding guidelines as outlined in the YWLN branding toolkit and must be approved in advance in writing by YWLN. No revisions or modifications to any such references are permitted without prior written approval from YWLN.

Samples of acceptable acknowledgement language are as follows, and use of this language is pre-approved under this Agreement:

Kansas City Girls' Preparatory Academy (KCGPA) is modeled upon the highly successful Young Women's Leadership School of East Harlem (TYWLS). TYWLS of East Harlem opened in 1996. With the support of the Young Women's Leadership Network (YWLN), a leader in all-girls public education, the school will grow to serve approximately 500 students in grades 6-12 and pursue exemplary student outcomes. KCGPA has joined an impressive group of schools affiliated with YWLN in New York City, Chicago, Baltimore, Rochester, St. Louis, North Carolina, and across Texas. If you would like more information on the TYWLS model, please visit www.ywln.org.

Kansas City Girls' Preparatory Academy (KCGPA) is an affiliate of the Young Women's Leadership Network ("YWLN") which supports five highly successful all-girls public schools in New York City and several affiliate schools around the country. The YWLN model was developed to provide meaningful choices for first generation minority girls in urban communities and to address their academic and developmental needs.

The School will affiliate with the Young Women's Leadership Network, a non-profit 501 (c)(3) organization that supports and affiliates with highly successful single-gender secondary schools in New York, Maryland, Illinois, Missouri, North Carolina, and Texas. Kansas City Girls' Preparatory Academy (KCGPA) will be the 14th YWLN affiliate school.

Through its affiliation with YWLN, the School will be using a proven educational model with both academic and broader cultural components that result in student achievement. The School will have a connection to fellow educators who can provide guidance and feedback to continuously strengthen the School's programs.

Annex D

Materials and Services Provided by YWLN

Pre-Opening and 1st Year	Ongoing Support After 1st School Year	Intellectual Property/Material Categories
<p>Acknowledgement of affiliate relationship in electronic and printed matter.</p> <p>YWLN staff and school availability(subject to DOE approval) for persons working with the group in the planning period as well as entrée to YWLN PD in the planning period for up to two representatives.</p> <p>Consultative support related to charter / district application, recruiting, screening, vetting of principal, teacher candidates, and other staff for the school, facilities selection, budget development, community outreach and student recruitment processes, curriculum and assessment, advisory curriculum and</p>	<p>Acknowledgement of affiliate relationship in electronic and printed matter.</p> <p>Consultative support on limited, as needed basis subject to reasonable notice and YWLN staff capacity and availability.</p>	<p>New School Development Guide for New School Planning Teams, History and current state single sex public schools, annotated bibliography and suggested reading, Essential elements 6-12 schools, sample applications, district school, charter school, Sample MOU, YWLN, other, YWLN School Model, Essential elements Tywls school.</p> <p>Staff Recruitment and Development Ads, job descriptions, interview rubrics, understandings, handbooks, professional development plans, continuum, menu</p> <p>Working with students and families Enrollment guides, Open House, FAQ’s, Informed choice, family contracts, handbooks.</p> <p>Curriculum Planning Curriculum frameworks, curriculum samples, lesson plan samples, summer bridge, summer camp, advisory curriculum.</p> <p>Advisory Guide for Administrators, Guide for Teachers, Scaffolded Frameworks, Lessons, Units, Training.</p> <p>College Admissions Counseling Standard components (curriculum) and calendar, job description for counselor Coaching</p> <p>Data Collection and Evaluation Data collection template for affiliates School evaluation, evidence collection, inventory, audit, principal evaluation</p> <p>Fundraising/Marketing Publicly-available videos and photos available in the public domain and/or those representations in which the subjects have given YWLN consent that they may be used</p>

<p>implementation, uniform design, teacher professional development, partnerships and programs, school schedule development, opening ceremony, marketing materials, media relations.</p> <p>Scheduled visits to network schools for teachers, board members, funders, administrators subject to DOE approval.</p> <p>Accessibility to network schools w/ 21 days advance notice and DOE approval.</p> <p>Access to single e or hard copy of YWLN Materials with sufficient advance notice.</p>	<p>Scheduled visits to network schools for teachers, board members, funders, administrators subject to DOE approval.</p> <p>Accessibility to network schools w/ 21 days advance notice and DOE approval.</p> <p>Access to single e or hard copy of YWLN Materials with 3 weeks advance notice.</p>	<p>by the School, fundraising strategies</p> <p>Supplemental Programming Partnership development, management, evaluation for in school, after school, break time and summer programming.</p> <p>New Materials as developed</p>
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Fee Structure: A fee of \$45,000 is to be paid by Affiliated Schools to YWLN for the Services and YWLN Proprietary Materials as set forth in the Agreement. The \$45,000 fee is to be paid per the following terms: \$15,000 upon signing the Agreement, \$15,000 six months after the Effective Date, and the final \$15,000 12 months after the Effective Date.

Extraordinary materials and Additional Services requested by School are not covered in this fee structure and will bear a supplemental cost to be agreed upon.

Annex E

TYWLS AFFILIATE REPORTING

YWLN will request from the affiliate on an annual basis in October data in the following areas. YWLN will provide a template which may change from time to time, based upon learning.

1. Qualitative feedback on the achievements and challenges faced in opening and growing the school.
2. Student demographic information including registers for general education as well as special education and English Language Learners.
3. Title I Status (i.e. proportion of low-income students served)
4. Attendance
5. Promotion, Intervention Plans, Retention
6. Course Pass Rates
7. Standardized Testing
8. Admissions
9. Teacher and Staff Information (e.g. retention)
10. Core Area Implementation (Leadership, Health and Wellness, STEM, Early Career and College Awareness, Advisory, and Out of School Time Programs).