

KaiPod Catalyst Agreement Addendum A - KaiPod Learning Network Schools

This Addendum is entered into by and between KaiPod Learning Inc. (“KaiPod”) and the microschool organization identified below (“School Organization”). This Addendum supplements the parties’ previously executed Catalyst Program Agreement (the “Agreement”) and is hereby incorporated into the Agreement with respect to School Organization’s membership in the KaiPod Learning Network.

Affiliate members of the KaiPod Learning Network share a common philosophy, even though specific schools may serve different student populations in different ways. All Affiliate schools believe in small student-to-educator ratios, greater flexibility for students and families, and in high-quality curriculum. They also agree to the KaiPod Catalyst Professional Standards as listed [here](#).

The following sections further articulate requirements for continued eligibility to operate as an Affiliate Member of the KaiPod Learning Network.

I. SCHOOL OVERSIGHT REQUIREMENTS

School Oversight refers to accountability systems, quality assurance, data collection, continuous improvement, and participation in required KaiPod network processes. The School Organization agrees to:

- A. Professional Development: Participate in required professional development sessions or review recordings.
- B. NWEA MAP Assessments: Administer NWEA MAP assessments at least twice each year (fall and spring) for all students through KaiPod.
- C. Legal Compliance: Maintain compliance with all applicable local, state, and federal education laws.
- D. Self-Assessments: Complete a self-assessment twice annually (fall and spring) and share results with the PSM for improvement planning.
- E. Annual Surveys: Administer annual parent and student surveys provided by KaiPod and submit results by the required deadlines.
- F. Partner Success Manager Meetings: Attend monthly Partner Success Manager (PSM) meetings and implement recommendations as needed.
- G. In-Person Visits: If requested, allow reasonable in-person visits, walkthroughs, and tours by KaiPod staff.
- H. Accreditation: Affiliate members agree to complete the steps needed to secure accreditation through one of KaiPod’s recognized accreditation partners, unless otherwise mutually agreed.

II. SCHOOL OPERATIONS REQUIREMENTS

School Operations refers to infrastructure, financial systems, daily workflow, and safety protocols necessary to deliver consistent, high-quality programming. The School Organization agrees to:

- A. Use of Newton System: Use Newton for accurate recording of student enrollments, registrations, student records, learning management, attendance, billing, and family

communication, with accurate daily updates.

- B. Financial Management: Maintain an updated financial model, use approved accounting software with monthly reconciliation, and review quarterly financials with the PSM. KaiPod shall not control or direct School Organization's pricing, staffing decisions, employee compensation, vendor selection, or daily financial operations.
- C. Safety Standards: Follow all KaiPod Safety Standards, including site safety, student supervision, staff background checks, emergency procedures, and required documentation. School Organization remains solely responsible for student supervision, staff management, and implementation of safety procedures.
- D. Staff and Family Handbooks: Maintain comprehensive Staff and Family Handbooks outlining roles, expectations, policies, procedures, and essential school information.
- E. Notice of Legal Issues: School Organization shall promptly notify KaiPod of any investigation, complaint, claim, or regulatory action relating to student safety or school operations.

III. OVERSIGHT

KaiPod shall have the right to monitor, review, and assess School Organization's compliance with this Addendum, the Agreement, and KaiPod network standards, including academic quality, operational practices, safety protocols, and data accuracy, for purposes of quality assurance, network integrity, and brand protection.

School Organization acknowledges and agrees that KaiPod may require corrective actions where KaiPod determines, in good faith, that School Organization is not in compliance. The School Organization retains discretion over the means by which such corrective action is achieved.

IV. INDEPENDENT OPERATOR

School Organization is an independent operator solely responsible for its daily operations, employees, students, finances, and compliance with law. KaiPod's role is limited to establishing network standards, providing academic and operational infrastructure, monitoring compliance, and protecting the KaiPod brand. Nothing in this Addendum authorizes KaiPod to control the manner or means by which School Organization operates its school. Nothing in this Addendum shall be construed to create a joint venture, agency, fiduciary, franchisor–franchisee, or employer–employee relationship between the parties.

V. COMPLIANCE

If KaiPod determines, in good faith, that School Organization is not in compliance with this Addendum, KaiPod shall provide written notice of such non-compliance and may require School Organization to submit and implement a corrective action plan within a timeframe specified by KaiPod. The School Organization retains discretion over the means by which such corrective action is achieved.

Except in cases involving student safety, fraud, misrepresentation, or legal violations, School Organization shall have up to thirty (30) days to cure the identified non-compliance.

Failure to cure within the applicable cure period shall constitute a material breach and may result in enforcement action. In addition to termination rights, KaiPod may, in its discretion, temporarily suspend School Organization's Affiliate status, including use of KaiPod

branding, public funding or scholarship programs, referrals, or network benefits, during any period of non-compliance or corrective action.

School Organization shall not engage in conduct that materially harms the reputation, goodwill, or public trust associated with KaiPod or the KaiPod Learning Network. KaiPod may require corrective measures, including removal or modification of branding, where such harm occurs.

Founder Legal Name

Ashley Badillo

School Name

Legacy And Leadership Collective

School Email

LegacyAndLeadershipCo@gmail.com

Do you currently have a physical school address?

No - I am still finalizing my school's location.

By signing below, I confirm that I am authorized to sign on behalf of the school, agree to the addendum above, and understand that this electronic signature has the same legal effect as a handwritten signature.



Full Legal Name

Ashley Ann Badillo

Signature Date

Saturday, January 10, 2026