

FQ & BSC MSA

## FOCUSQUEST & BARBER-SCOTIA COLLEGE

### MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement") is entered into as of \_\_\_\_\_, 2025 ("Effective Date") by and between FOCUSQUEST ("FQT") and BARBER- SCOTIA COLLEGE ("BSC").

Subject to the terms and conditions set forth herein and in the attached Exhibits and addenda, if any, the parties agree as follows:

#### I. PURPOSE AND SCOPE

Through FOCUSQUEST Services (defined in section IV), FOCUSQUEST, as the **Strategic Online Alliance Partner / Student Success Partner (SSP)**, will partner with BARBER-SCOTIA COLLEGE to develop educational, corporate and other organizational relationships, generate leads for student enrollment, develop training & certificate programs, and contribute towards process efficiency and growth for BARBER-SCOTIA COLLEGE'S online programs, BARBER-SCOTIA COLLEGE certificate programs, traditional programs, etc.

FOCUSQUEST will provide bundled education services for BARBER-SCOTIA COLLEGE. Services include, but are not limited to:

Marketing, Advertising, Lead Generation, Partnership Development, Operations, Students Services, Training and Support for BARBER-SCOTIA COLLEGE and the students they serve.

This Agreement serves as the foundation for the relationship. The Parties will jointly develop and manage a list of services to be provided by FOCUSQUEST and the associated cost/revenue share model. The Parties will append a Statement of Work for each revenue opportunity or sets of revenue opportunities as those opportunities emerge. Each of these items will be listed as a separate Statement of Work.

#### II. TERM

**Term.** The initial term of this Agreement will commence on the Effective Date and end on \_\_\_\_\_, 2030, unless terminated sooner as set forth in this Agreement or as mutually agreed by the parties (the "**Initial Term**"). The Initial Term will automatically



renew for an additional 5-year term commencing on \_\_\_\_\_, 2030, and ending \_\_\_\_\_ 2035, unless either party provides written notice to the other party of its intent not to renew the Agreement at least 120 days prior to the expiration of the Initial Term. The "**Term**" includes the Initial Term and all renewals.

### III. BARBER-SCOTIA COLLEGE ROLES AND RESPONSIBILITIES

**1. BARBER-SCOTIA COLLEGE Roles & Responsibilities.** BARBER-SCOTIA COLLEGE will be responsible for, and will provide and perform at its sole cost and expense during the Term the following roles and responsibilities, as they relate to the services offered by FOCUSQUEST:

**a. Academic Oversight.** BARBER-SCOTIA COLLEGE will provide institutional and academic guidance, evaluation and oversight for the certifications and other services offered through this agreement.

**b. Administrative Services.** BARBER-SCOTIA COLLEGE will perform all administrative services, unless otherwise stated, that are related to the official student services component of the certifications and other services offered through this agreement (for example, administrative services relating to financial aid, admission, and enrollment).

**c. Program Development and Support.** BARBER-SCOTIA COLLEGE will be responsible for developing, maintaining and operating the Partner Programs (with the support of FOCUSQUEST described below in section IV.1.c.) and will use commercially reasonable efforts to provide an appropriate number and selection of programs and courses, as needed to accommodate all prospective Students generated through FOCUSQUEST's efforts under this Agreement.

**Additional Certification Program Support:** For certification programs developed by FOCUSQUEST and/or their partners, BARBER-SCOTIA COLLEGE will provide institutional oversight and branding approval while FOCUSQUEST and/or their designated partner will be responsible for curriculum development & delivery, student support services, and technical infrastructure.

**d. Program Consistency and Continuity.** BARBER-SCOTIA COLLEGE will provide support to the programs, certifications and/or services offered by FOCUSQUEST under this agreement, in alignment with support provided to other similarly situated BARBER-SCOTIA COLLEGE programs and offerings.



**e. Faculty Selection.** BARBER-SCOTIA COLLEGE will be responsible for maintaining adequate, qualified faculty, to support the certificate programs developed and managed by the parties.

**f. Course Instruction.** BARBER-SCOTIA COLLEGE will be responsible for all course instruction and related student and academic support activities and functions for programs developed by BARBER-SCOTIA COLLEGE.

**g. Content and Curriculum.** BARBER-SCOTIA COLLEGE will provide, own, and exercise control over, the content and quality of the curriculum and related course materials. BARBER-SCOTIA COLLEGE will work in good faith to evaluate, and where appropriate adopt, recommendations from FOCUSQUEST regarding the need for course audits and supplements to the curriculum and related course materials.

**h. Admissions.** BARBER-SCOTIA COLLEGE will be responsible for all decisions regarding the admission and registration criteria of Students. BARBER-SCOTIA COLLEGE will provide admissions resources that are dedicated to the services offered and agreed to by both parties.

**i. Financial Aid.** BARBER-SCOTIA COLLEGE will be responsible for all tasks and functions related to the financial aid process. BARBER-SCOTIA COLLEGE will provide financial aid resources that are dedicated to the Partner Programs. BARBER-SCOTIA COLLEGE commits to complete a review of, and communicate the results of, all financial aid applications for the Partner Programs within five business days after receipt of a completed application.

**j. Tuition and Ancillary Fees.** Unless otherwise agreed to/by both parties, BARBER-SCOTIA COLLEGE will collect all revenues and ancillary fees and will be responsible for making payments to FOCUSQUEST as set forth herein.

**k. Academic Credit and Degree.** If applicable, BARBER-SCOTIA COLLEGE will be responsible for granting course credits and degrees to Students successfully completing a Partner Program and who otherwise satisfy the necessary criteria established by BARBER-SCOTIA COLLEGE for such degrees.

**l. Records.** BARBER-SCOTIA COLLEGE will be responsible for processing and maintaining all academic, administrative and financial aid records for Students who are enrolled in or seeking enrollment in a Partner Program.

**m. Access to BARBER-SCOTIA COLLEGE Enrollment and Marketing**



**Systems, Documents and Training.** BARBER-SCOTIA COLLEGE will provide FOCUSQUEST with access to all BARBER-SCOTIA COLLEGE enrollment and marketing systems (including pertinent documentation and training as may be needed to facilitate this use by FOCUSQUEST) and will work in good faith with FOCUSQUEST to facilitate any reasonable requests that FOCUSQUEST may make to extend or enhance such access. FOCUSQUEST will consider all information on such systems to be BARBER-SCOTIA COLLEGE Data, as defined in Section V. 3.

**n. Marketing Coordination.** BARBER-SCOTIA COLLEGE will provide reasonable coordination and support of marketing efforts between BARBER-SCOTIA COLLEGE and FOCUSQUEST for the services agreed to in each Statement of Work.

**o. Faculty Support.** BARBER-SCOTIA COLLEGE will provide FOCUSQUEST with administration, faculty and staff support for the services agreed to in each Statement of Work.

**p. Brand Usage.** For the term of the agreement BARBER-SCOTIA COLLEGE hereby grants FOCUSQUEST a non-assignable, revocable license to reproduce, display and use the name, trade names, trademarks, service marks, logos, symbols and trade dress owned or licensable by BARBER-SCOTIA COLLEGE which is applicable to BARBER-SCOTIA COLLEGE consistent with BARBER-SCOTIA COLLEGE logo and trademark use policy, to promote and market BARBER-SCOTIA COLLEGE, to facilitate Student recruitment activities and to support any and all services, agreed to by both parties in each Statement of Work; provided, however, that FOCUSQUEST will submit to BARBER-SCOTIA COLLEGE all marketing plans (including samples of representative marketing materials) for prior review and approval. FOCUSQUEST will obtain BARBER-SCOTIA COLLEGE's approval prior to public dissemination of the subject materials. BARBER-SCOTIA COLLEGE commits to use commercially reasonable efforts to complete and communicate the results of its review of each marketing plan within two business days after receipt of the applicable marketing plan. BARBER-SCOTIA COLLEGE may reasonably withhold approval.

**q. Certification Branding:** Programs may be offered under Barber-Scotia College branding and/or co-branding (subject to approval). Marketing materials will feature Barber-Scotia identity and messaging. Graduates will be recognized as Barber-Scotia College alumni. Certificates will bear Barber-Scotia College designation.



**r. Dedicated Project Manager.** BARBER-SCOTIA COLLEGE will provide a dedicated point of contact to facilitate the performance of BARBER-SCOTIA COLLEGE's obligations under this Agreement, as well as to provide coordination with FOCUSQUEST on all activities related to the Partner Programs.

**s. Cooperation and Assistance.** BARBER-SCOTIA COLLEGE will cooperate with FOCUSQUEST and provide assistance as reasonably requested by FOCUSQUEST to support FOCUSQUEST in performance of its duties under this Agreement.

#### IV. FOCUSQUEST ROLES AND RESPONSIBILITIES

**1. FOCUSQUEST Roles and Responsibilities.** FOCUSQUEST will be responsible for, and will provide and perform at its sole cost and expense during the Term, the following roles and responsibilities, as they relate to the Partner Programs (the "**FOCUSQUEST Services**"):

**a. Business Development and Support.** FOCUSQUEST will provide BARBER-SCOTIA COLLEGE with organizational development services to generate partnerships to increase and enhance the Partner Programs. These services include, but are not limited to:

- i. Organizational Development
- ii. Organizational Development Channel Account Management
- iii. Organizational Development Channel Operational Support
- iv. Organizational Development Channel Website Development
- v. Organizational Development Content & Creative Design and Management
- vi. Organizational Development Brand Enhancement & Expansion
- vii. Marketing Services for Organizational Development Channel
- viii. Advertising: Display, Internet, Social Media and Search Engine Marketing for Organizational Development Channel

**b. Operational Support.** FOCUSQUEST will provide BARBER-SCOTIA COLLEGE with a single point of contact for the day-to-day operations and support.



**c. General Management.** FOCUSQUEST will provide an experienced program management, technical and operations team to support BARBER-SCOTIA COLLEGE in the management, facilitation and coordination of the services provided. This team will develop timelines for each phase of the mutually agreed upon development plan and provide an acceptable reporting structure to ensure transparency and effective decision-making between BARBER-SCOTIA COLLEGE and FOCUSQUEST. The parties will work in good faith to add new program offerings as necessary and agreed on by both parties. FOCUSQUEST will actively work with BARBER-SCOTIA COLLEGE to identify relevant programming at non-degree and degree (if applicable) levels. FOCUSQUEST will retain discretion in determining the appropriate levels of effort, investment and resources (staffing and otherwise) applied by FOCUSQUEST to carry out its obligations under this Section IV; provided, however, that the foregoing will not be construed to apply to the standard to which FOCUSQUEST must perform, but rather the means by which FOCUSQUEST satisfies its obligations.

**d. Marketing and Student Recruitment.** FOCUSQUEST has primary responsibility for developing, supporting, operationalizing, promoting and marketing the programs and services as set forth in this Agreement. At least 30 days before the start of each calendar quarter during the Term, FOCUSQUEST will present to BARBER-SCOTIA COLLEGE a detailed plan for the upcoming calendar quarter. Each marketing plan will describe the current channel strategies, opportunities in development and marketing plan for existing channels. The intent of both parties is to coordinate the efforts of FOCUSQUEST in promoting BARBER-SCOTIA COLLEGE Online with the efforts of BARBER-SCOTIA COLLEGE across a broad array of BARBER-SCOTIA COLLEGE channels and business units. FOCUSQUEST will retain decision-making authority on the strategy, methodology, delivery channels and mix for such promotion and marketing. FOCUSQUEST will direct all qualified prospects to the enrollment teams determined by BARBER-SCOTIA COLLEGE.

**e. Brand Enhancement and Expansion.** FOCUSQUEST, in coordination with BARBER-SCOTIA COLLEGE will enhance and expand the BARBER-SCOTIA COLLEGE brand with local, regional and national corporations and organizations through outreach and marketing strategies.

**f. Training & Professional Education Development.** FOCUSQUEST will provide "best practices feedback" to BARBER-SCOTIA COLLEGE with training & professional education (TPE) development and design services for non-credit courses and certificates.

**g. Brand Usage.** FOCUSQUEST will comply with guidance provided in writing by BARBER-SCOTIA COLLEGE regarding BARBER-SCOTIA COLLEGE's trademark licensing program with the use of any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or



identifying marks of BARBER-SCOTIA COLLEGE ("**BARBER-SCOTIA COLLEGE Marks**"), on goods and in relation to services provided herein. Prior to any use of a BARBER-SCOTIA COLLEGE Mark by FOCUSQUEST or its affiliates or successors or assigns, FOCUSQUEST will submit the proposed use of the BARBER-SCOTIA COLLEGE Mark (together with a sample or specimen of an intended use) to BARBER-SCOTIA COLLEGE's trademark licensing coordinator for approval. FOCUSQUEST is not permitted to use any BARBER-SCOTIA COLLEGE Mark without written approval by BARBER-SCOTIA COLLEGE's trademark licensing coordinator. FOCUSQUEST's use of any BARBER-SCOTIA COLLEGE Mark must comply with BARBER-SCOTIA COLLEGE's requirements, including using the "®" indication of a registered trademark. For the avoidance of doubt, this requirement is separate and distinct from the marketing material approval requirements set forth in Section 3(p). Except as expressly permitted under this Agreement or as otherwise agreed in writing, FOCUSQUEST will not use any BARBER-SCOTIA COLLEGE Marks in any FOCUSQUEST advertising.

**h. Statements of Work.** The implementation of FOCUSQUEST Services or any additional services may be contracted for pursuant to a statement of work, on terms agreed to by the parties, which will be governed by the terms and conditions of this Agreement (each, a "**Statement of Work**"), provided, however, that the terms set forth in any Statement of Work will not be binding on BARBER-SCOTIA COLLEGE unless signed by an BARBER-SCOTIA COLLEGE authorized signatory. If and to the extent of any conflict between the terms herein and those set forth in any Statement of Work, the terms of this Agreement will control the matters governed by such Statement of Work.

**i. Cooperation and Assistance.** FOCUSQUEST will cooperate with BARBER-SCOTIA COLLEGE and provide reasonable assistance as reasonably requested by BARBER-SCOTIA COLLEGE to support BARBER-SCOTIA COLLEGE in performance of its duties under this Agreement.

## V. LICENSES

- 1. FOCUSQUEST Software Products License:** During the Term or for so long as FOCUSQUEST is authorized to offer the FOCUSQUEST Software Products to BARBER-SCOTIA COLLEGE, whichever period is shorter, FOCUSQUEST hereby authorizes BARBER-SCOTIA COLLEGE to access and use the FOCUSQUEST Software Products and provide access to the FOCUSQUEST Software Products to BARBER-SCOTIA COLLEGE's faculty, Students and staff, solely for educational and instructional use. FOCUSQUEST warrants that it owns and/or has the rights to



all FOCUSQUEST Software Products, and they are free and clear of all liens, claims, encumbrances, rights, or equities whatsoever of any third party. Any software provided by MedCerts via FocusQuest will follow the same terms. Authorized users may access the FOCUSQUEST Software Products only in accordance with the terms and conditions set forth in the Agreement and in any end-user license agreement (each a “EULA”) or terms of use that may be contained in or with the FOCUSQUEST Software Products. BARBER-SCOTIA COLLEGE will not allow other individuals or third parties to access the FOCUSQUEST Software Products. BARBER-SCOTIA COLLEGE’s use of and access to the FOCUSQUEST Software Products may be subject to pending conversion or setup of the FOCUSQUEST Software Products. Except as set forth in the foregoing, all rights with regard to the FOCUSQUEST Software Products are reserved by FOCUSQUEST and under no circumstances will BARBER-SCOTIA COLLEGE (or its users or Students) resell, publish, transfer, distribute, sublicense, provide access to, copy, adapt, translate, reproduce, modify, enhance, or use the FOCUSQUEST Software Products or the content contained therein without the express written permission of FOCUSQUEST. BARBER-SCOTIA COLLEGE will not remove or alter any trademark or other proprietary notice in or on any FOCUSQUEST Product. All right, title and interest in and to the FOCUSQUEST Software Products and the content, materials and data contained therein, and any derivative works thereof whether authorized or not (including any modifications made specifically for BARBER-SCOTIA COLLEGE by FOCUSQUEST or any other third party (including BARBER-SCOTIA COLLEGE and its agents or representatives)), is expressly reserved by FOCUSQUEST. FOCUSQUEST will not be obligated to maintain, revise, enhance or update the standardized FOCUSQUEST Software Products, unless specifically agreed to in a separate writing from this Agreement. FOCUSQUEST may suspend BARBER-SCOTIA COLLEGE’s use of or access to the FOCUSQUEST Software Products in connection with any material violation of this Agreement by BARBER-SCOTIA COLLEGE or any applicable EULA. BARBER-SCOTIA COLLEGE will indemnify and hold harmless FOCUSQUEST from any liability or damages incurred by FOCUSQUEST that is caused by BARBER-SCOTIA’s negligent alteration or unauthorized use of the FOCUSQUEST Software Products. The FOCUSQUEST Software Products may be retired or supplanted by new editions at any time, and FOCUSQUEST is under no obligation to make new editions or replacement products available to BARBER-SCOTIA COLLEGE, other than while BARBER-SCOTIA COLLEGE students are enrolled in the specific FOCUSQUEST Software Product. Notwithstanding BARBER-SCOTIA COLLEGE’s rights to use the FOCUSQUEST Software Products, FOCUSQUEST may require BARBER-SCOTIA COLLEGE to promptly cease (within three business days) using any FOCUSQUEST Software Products, if (i) FOCUSQUEST notifies



BARBER-SCOTIA COLLEGE that FOCUSQUEST no longer has the necessary rights to the FOCUSQUEST Software Products, (ii) FOCUSQUEST believes cessation is necessary to limit or avoid liability or (iii) FOCUSQUEST is otherwise required by law or court order to cease and desist. In such events, FOCUSQUEST will use commercially reasonable efforts to replace, at no cost to BARBER-SCOTIA COLLEGE, any affected FOCUSQUEST Software Products with other materials to be used by BARBER-SCOTIA COLLEGE pursuant to the terms of this Agreement

2. **Product and Service Exclusions.** Except as specifically otherwise provided for in this Agreement, no other FOCUSQUEST products and services are included in this Agreement. Additional fees, in excess of the fees set forth herein, may apply to the use of Third-Party Services or additional FOCUSQUEST products and services. FOCUSQUEST will notify BARBER-SCOTIA COLLEGE before providing, or charging BARBER-SCOTIA COLLEGE for, any FOCUSQUEST products or services that are not included in this Agreement.
3. **BARBER-SCOTIA COLLEGE Ownership.** BARBER-SCOTIA and its authorized users may provide FOCUSQUEST, either directly or indirectly with information, materials and data (the “**BARBER-SCOTIA COLLEGE Information**”). As between FOCUSQUEST and BARBER-SCOTIA COLLEGE, all such BARBER-SCOTIA COLLEGE Information is the exclusive and proprietary property of BARBER-SCOTIA COLLEGE, and will be considered and treated as BARBER-SCOTIA COLLEGE Data, as defined herein. FOCUSQUEST will not sell, lease, assign, disclose, or sublicense any BARBER-SCOTIA COLLEGE Information except as provided herein.
4. **BARBER-SCOTIA COLLEGE Grant of License.** 1. BARBER-SCOTIA COLLEGE grants to FOCUSQUEST a limited, non-transferable, non-exclusive, non-sublicensable license during the Term to internally copy, transmit, use and prepare derivative works of the BARBER-SCOTIA COLLEGE Information solely to the extent necessary for FOCUSQUEST to perform its obligations under this Agreement. This license may not be sublicensed by FOCUSQUEST (other than to subcontractors of FOCUSQUEST) nor will it be construed to permit FOCUSQUEST to use BARBER-SCOTIA COLLEGE Information for any other purpose.

## VI. FEES AND PERFORMANCE INDICATORS

In consideration of FOCUSQUEST providing the Services to BARBER-SCOTIA COLLEGE, BARBER-SCOTIA COLLEGE will pay FOCUSQUEST for services rendered as set forth below:



1. **Payment for Services.** The payment owed by BARBER-SCOTIA COLLEGE to FOCUSQUEST for the FOCUSQUEST Services performed under this Agreement will be based on a Revenue Share Percentage (RSP) of Revenue Per Student, unless otherwise stated, and will be defined in each Statement of Work.
2. **Payments for Additional Services.** BARBER-SCOTIA COLLEGE will pay to FOCUSQUEST either a percentage of revenue generated, the Revenue Share Percentage (“**RSP**”) or a Fee for Service, as determined by both parties, for any revenue generated from FOCUSQUEST efforts, programs, and/or services. This includes, but it is not limited to revenue for traditional programs, online programs, non-credit training programs and academic, credit-bearing partnerships, lead generation, certificate programs, etc., that comes to BARBER-SCOTIA COLLEGE in accordance with the terms of this agreement and defined in the appropriate Statement of Work.

## VII. TERMINATION

1. **Termination.** This Agreement will be appended with multiple Statements of Work, each representing a category or sub-category of revenue-producing activities. Termination may occur at the individual Statement of Work (SOW) level or at the Master Service Agreement (MSA) level, depending on the situation, in the following ways:

- a. By mutual written consent of BARBER-SCOTIA COLLEGE and FOCUSQUEST.
- b. By the contract period expiring. At least 120 days prior to the expiration of this Agreement (at the end of any renewal term), BARBER-SCOTIA COLLEGE will provide written notice to FOCUSQUEST of BARBER-SCOTIA COLLEGE’s intent to either renew the Agreement or allow it to expire. If BARBER-SCOTIA COLLEGE chooses to allow it to expire, FOCUSQUEST may discontinue all Student marketing, recruitment and support services (as set forth in Sections IV(d) and IV(h) for the 90-day period prior to Agreement expiration if either:
  - i. BARBER-SCOTIA COLLEGE provides written notice to FOCUSQUEST of its intent to allow the Agreement to expire in accordance with the foregoing sentence, or
  - ii. BARBER-SCOTIA and FOCUSQUEST have not formally extended the Agreement by mutual written agreement by the 90th day prior to expiration of the Agreement.



- c. By one Party upon written notice to the other Party hereto in the event that (a) a Party has dissolved, ceased active business operations or liquidated, unless such dissolution, cessation or liquidation results from reorganization, acquisition, merger or similar event, or (b) bankruptcy or insolvency proceedings, including any proceeding under Title 11 of the United States Code, have been brought by or against either Party.
- d. By one Party upon default of another Party hereto in the full and timely observance of performance of a material covenant or obligation under this Agreement, upon thirty (30) days prior written notice in the case of a payment breach and sixty (60) days' prior written notice in the case of an enrollment performance breach or other such breach by the other Party, which notice will specify the nature of the material default and the steps to be taken to cure such default; provided, however, that if such default is cured by the defaulting Party (within one hundred and eighty (180) day period for enrollment performance breach), such notice of termination will be deemed withdrawn, null and void and this Agreement will not be terminated pursuant thereto; and
- e. By a material breach of the terms outlined in the individual SOW.

## 2. Early Termination Investment Recovery

If BARBER-SCOTIA COLLEGE terminates this Agreement prior to the completion of the Initial Term for reasons other than FOCUSQUEST's material breach or default, BARBER-SCOTIA COLLEGE shall compensate FOCUSQUEST for:

- a. **Infrastructure Development Costs:** All documented expenses for technology platform development, including but not limited to:
  - Custom payment portals and processing systems
  - Branded landing pages and marketing materials
  - Learning management system integrations
  - Student information system customizations
  - Website development and hosting infrastructure
- b. **Opportunity Cost Recovery:** A termination fee calculated as follows:
  - Years 1-2: 75% of projected annual revenue share for remaining term
  - Years 3-4: 50% of projected annual revenue share for remaining term
  - Year 5: 25% of projected annual revenue share for remaining term
- c. **Program Development Investment:** Reimbursement for all documented costs related to:
  - Curriculum development and customization
  - Faculty training programs delivered
  - Student success coaching system implementation
  - Marketing campaign development and execution



d. All Investments cost will be documented and available quarterly.

### 3. Asset Transfer and Licensing

Upon early termination by BARBER-SCOTIA COLLEGE:

- a. All custom technology platforms, portals, and digital assets developed specifically for BARBER-SCOTIA COLLEGE shall transfer to BARBER-SCOTIA COLLEGE upon full payment of termination compensation
- b. FOCUSQUEST retains rights to any proprietary methodologies, general curriculum frameworks, and business processes not specifically customized for BARBER-SCOTIA COLLEGE
- c. BARBER-SCOTIA COLLEGE receives a non-exclusive license to continue using any jointly-developed intellectual property for internal purposes only

### 4. Competing Provider Restriction

If BARBER-SCOTIA COLLEGE terminates this Agreement to engage a competing service provider within 24 months of termination, an additional penalty equal to 12 months of average monthly revenue share shall apply.

This approach protects FOCUSQUEST's significant upfront investments while providing clear asset transfer rights to BARBER-SCOTIA COLLEGE upon compensation, similar to standard SSP/OPM practice.

**5. Termination Obligations.** Without limiting any other provisions of the Agreement, the Parties will remain liable for all obligations and will be entitled to all rights accruing prior to termination as well as those obligations and rights which survive the termination or expiration of this Agreement pursuant to Section V. For greater certainty, upon termination or expiration of this agreement, other than upon a default by FOCUSQUEST pursuant to Section VII(c), FOCUSQUEST will be entitled to all Service Fees earned prior to such expiration or termination and for all Service Fees that arise in connection with all Program Students coming from existing FOCUSQUEST organizational relationships and recruited by FOCUSQUEST, as well as any organizations attributed to FOCUSQUEST (on the Organizational Development Inventory list) that sign an agreement with BARBER-SCOTIA COLLEGE within 180 days of the termination of this agreement, for so long as such Program Students continue to enroll in courses at BARBER-SCOTIA COLLEGE ("Post-Termination Fees"). BARBER-SCOTIA COLLEGE shall pay FOCUSQUEST all Post-Termination Fees pursuant to the process set forth in Article 5 of this Agreement for a period of three years. For students not yet identified but who emanate from FOCUSQUEST developed relationships after termination, BARBER-SCOTIA COLLEGE shall pay FOCUSQUEST the revenue share percentage as identified in each SOW for a period of three years.



**6. Continuing Obligations and Teach-out.** Without limiting any other provisions of this Agreement, the Parties shall remain liable for all obligations accruing prior to termination, including without limitation the BARBER-SCOTIA COLLEGE's obligation to pay FOCUSQUEST Service Fees and Post-Termination Fees. Any students originating from FOCUSQUEST's efforts will be considered protected and will be credited to FOCUSQUEST unless they are inactive for a period of 3 years or more.

**Certification Program Provisions:** Upon termination of this agreement, students enrolled in all programs will be allowed to complete their studies. Post-termination revenue sharing will continue for students enrolled at the time of termination until program completion.

**Transition Support:** FOCUSQUEST will provide reasonable transition support to ensure continuity of certification programs for enrolled students.

## VIII. REPRESENTATIONS & WARRANTIES

**1. Mutual Representations and Warranties.** BARBER-SCOTIA COLLEGE and FOCUSQUEST each represents and warrants to the other as follows: (a) the execution, delivery and performance by it of this Agreement have been duly authorized by all necessary corporate action and do not and will not require any consent or approval of its stockholders or owners or violate any provision of any agreement, law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to it or any provision of its charter documents; (b) this Agreement is a legal, valid and binding obligation of it enforceable against it in accordance with its terms and conditions; and (c) it is not under any obligation to any person, or entity, contractual or otherwise, that is conflicting or inconsistent in any respect with the terms of this Agreement or that would impede the diligent and complete fulfillment of its obligations hereunder and that it has all power and authority under all instruments or agreements to which it is a party to enter into this Agreement and to perform its obligation hereunder.

**2. FOCUSQUEST Representations and Warranties.** FOCUSQUEST represents and warrants that: (a) the FOCUSQUEST Services will be performed in a professional manner and FOCUSQUEST will conform to the performance criteria, standards and other descriptions set forth in this Agreement, in compliance with applicable federal, state and local laws, regulations, rules, and ordinances; (b) all services will be performed by qualified, trained, and properly equipped personnel; (c) FOCUSQUEST will comply with all applicable Federal, state and local laws, regulations, rules and ordinances.



### 3. BARBER-SCOTIA COLLEGE Representations and warranties.

BARBER-SCOTIA COLLEGE represents and warrants to FOCUSQUEST that it owns the BARBER-SCOTIA COLLEGE Information or has obtained all rights in the BARBER-SCOTIA COLLEGE Information to provide the BARBER-SCOTIA COLLEGE Information to FOCUSQUEST and convey the licenses granted herein to FOCUSQUEST so that the use by FOCUSQUEST to provide the FOCUSQUEST Services and other services does not violate the intellectual property rights or other rights of a third party.

**4. Prohibited Contacts.** FOCUSQUEST and BARBER-SCOTIA COLLEGE will each comply with telemarketing laws, rules and regulations on a local, state, and federal level, as applicable with respect to any contacts made by such party or its contractors, customers or affiliates. The term “**telemarketing laws, rules and regulations**” includes but is not limited to the Telemarketing Sales Rule and the Telephone Consumer Protection Act. BARBER-SCOTIA COLLEGE may supply leads and related information to FOCUSQUEST in order for FOCUSQUEST to perform the FOCUSQUEST Services. In such instances, BARBER-SCOTIA represents, covenants, and warrants that each lead it supplies will satisfy the following criteria: (1) BARBER-SCOTIA COLLEGE has received a request from the lead that it expressly desires to receive additional information via telephone at a date certain, or (2) BARBER-SCOTIA COLLEGE has received an express request in writing to be contacted via telephone using a form which includes the number to be called and the lead’s signature, or (3) the lead is not registered on any state or federal “Do Not Call Lists.” Further, BARBER-SCOTIA COLLEGE will not provide any lead to FOCUSQUEST if the lead has made a prior “Do Not Call” request to BARBER-SCOTIA COLLEGE. BARBER-SCOTIA COLLEGE is responsible for the leads it obtains from its contractors, customers or affiliates. BARBER-SCOTIA COLLEGE and FOCUSQUEST will work together to identify procedural changes or other measures that would reduce the likelihood of any issues in this area. If FOCUSQUEST and BARBER-SCOTIA agree that FOCUSQUEST will contact leads by any means or medium in addition to telephone (including, without limitation text messages or email), each party will be responsible for ensuring that any leads and other contacts provided by that party can be contacted without such contact resulting in the violation of any applicable federal, state, or local laws, rules, and regulations pertaining to the contact of persons or entities by such means or medium.

**5. Notices.** All notices, requests, demands and other communications under this Agreement will be in writing and will be to the parties as set forth below:



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Notice to BARBER-SCOTIA COLLEGE. Unless hereinafter changed by written notice to FOCUSQUEST, any notice to BARBER-SCOTIA, other than invoices and notice with respect to invoices, will be delivered or mailed to:

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Unless changed by written notice to FOCUSQUEST, invoices and notices regarding invoices to BARBER-SCOTIA will be delivered or mailed to:

Sean-Reed McGee at Sean@FocusQuest.com

8429 Lorraine Road, suite 336, Lakewood Ranch, FL 34202

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Notices will be effective upon receipt and will be deemed to be received as follows: i) if delivered by nationally recognized overnight courier, effective the business day following the date of shipment; or ii) if by U.S. certified mail, actual receipt.

**6. Exclusivity.** FOCUSQUEST provides products and services to other educational institutions that may be similar to, or the same as, those offered as part of the FOCUSQUEST Services. BARBER-SCOTIA COLLEGE will not separately develop and pursue business development pipelines into the programs created, developed, provided by FOCUSQUEST, and its partners.

**7. Independent Contractors and Responsibility.** The relationship between BARBER-SCOTIA COLLEGE and FOCUSQUEST is limited solely to the activities, rights and obligations as set forth in this Agreement. Nothing in this Agreement will be construed (i) to create or imply a partnership or other legal entity between BARBER-SCOTIA COLLEGE and FOCUSQUEST, (ii) to create any duties or obligations between BARBER-SCOTIA COLLEGE and FOCUSQUEST except as expressly set forth herein, or (iii) to grant any direct or implied licenses or any other right other than as expressly set forth herein. Each party will be responsible for its own



negligence, actions and omissions. Neither party is authorized to take any actions in the name of, or to bind, the other party.

**8. Severability.** If any provision hereof is invalid or unenforceable, the other provisions hereof will remain in full force and effect.

**9. Survival.** All provisions of this Agreement that by their terms anticipate performance after the termination of this Agreement, and all provisions necessary or appropriate to interpret and enforce such provisions, will survive termination of this Agreement and remain in full force and effect.

**10. Publicity.** BARBER-SCOTIA COLLEGE and FOCUSQUEST, upon the execution of this Agreement, may agree upon the text and the exact timing of a public announcement relating to the relationship established by this Agreement.

**11. BARBER-SCOTIA COLLEGE's Intellectual Property Ownership.** Subject to Section V(3), all Contract IP is and will be owned by BARBER-SCOTIA COLLEGE, and where applicable, all copyrightable Contract IP will be considered "Work Made for Hire" under the U.S. Copyright Act, 17 U.S.C. § 101, et seq. "**Contract IP**" means: (1) all processes, work flows, scripts, writings, manuals, databases, inventions, programs, marketing assets, and deliverables created or developed, by FOCUSQUEST (and to the extent expressly provided herein, by its subcontractors) specifically for BARBER-SCOTIA COLLEGE; (2) all procedures that are memorialized in writing created or developed, by FOCUSQUEST (and to the extent expressly provided herein, by its subcontractors) specifically for BARBER-SCOTIA COLLEGE; (3) any other Intellectual Property identified in writing by the parties at the time of creation, or thereafter as Contract IP; and (4) all derivative works arising out of or created from the foregoing. Contract IP expressly includes all procedures developed and utilized by FOCUSQUEST (and to the extent expressly provided herein, by its subcontractors) in the management and servicing of online programs for BARBER-SCOTIA COLLEGE. Contract IP does not include any FOCUSQUEST IP described in Section IV(c). FOCUSQUEST hereby irrevocably assigns and will cause its employees, agents, and to the extent expressly provided herein, its contractors and subcontractors to so assign, without further consideration, to BARBER-SCOTIA COLLEGE all right, title and interest to all Contract IP. All rights with regard to the Contract IP are reserved by BARBER-SCOTIA COLLEGE and FOCUSQUEST will not resell, publish, transfer, distribute, sublicense, provide access to, copy, adapt, translate, reproduce, modify, enhance, or use the Contract IP or the content contained therein without the express written permission of BARBER-SCOTIA COLLEGE. All right, title and interest in and to the Contract IP and the content, materials and data contained therein, and any



derivative works thereof whether authorized or not (including any modifications made specifically for BARBER-SCOTIA COLLEGE by FOCUSQUEST and to the extent provided herein, by its subcontractors), is expressly reserved by BARBER-SCOTIA COLLEGE. FOCUSQUEST will require any subcontractors engaged to perform services under this Agreement after the Effective Date, as well as any subcontractors engaged prior to the Effective date whose engagements are renewed or extended after the Effective Date, to transfer any Intellectual Property developed under an applicable subcontract to BARBER-SCOTIA unless otherwise agreed in writing by BARBER-SCOTIA COLLEGE. **“Intellectual Property”** means any and all inventions, designs, original works of authorship, formulas, processes, compositions, programs, databases, data, technologies, discoveries, ideas, writings, improvements, procedures, techniques, know-how, and all patent, trademark, service mark, trade secret, copyright and other intellectual property rights (and goodwill) relating to the foregoing. During and after the Term, FOCUSQUEST will, and will cause its employees, agents, and to the extent expressly provided herein, its contractors and subcontractors, on request of BARBER-SCOTIA COLLEGE, to do such acts, and sign, and deliver all such instruments requested by BARBER-SCOTIA COLLEGE to vest in BARBER-SCOTIA COLLEGE the entire right, title and interest to the Contract IP, and to enable BARBER-SCOTIA COLLEGE to properly prepare, file, and prosecute applications for, and to obtain patents and/or copyrights on, the Contract IP, and, at BARBER-SCOTIA COLLEGE’s cost and expense, to cooperate with BARBER-SCOTIA in the protection and/or defense of the Contract IP and any litigation arising in connection therewith. BARBER-SCOTIA COLLEGE hereby grants to FOCUSQUEST for the Term of this Agreement a non-transferable, royalty-free, exclusive, worldwide right and license to use, modify, revise, augment, create derivative works of, develop, produce, reproduce, manufacture, distribute, host, perform, display, promote, advertise, market, and otherwise exploit the Contract IP solely for the benefit of BARBER-SCOTIA COLLEGE as set forth herein, and for the Strategic Initiatives described in Article X of this Agreement. The parties shall work together in good faith to transfer possession of the Contract IP to BARBER-SCOTIA COLLEGE at the conclusion of the Term.

**13. Joint Intellectual Property.** From time to time, the parties may decide to jointly create Intellectual Property with the intention that such Intellectual Property will be owned other than as set forth in this Agreement (**“Joint IP”**). Prior to creating any Joint IP, the parties will enter into a SOW that sets forth the terms and conditions of the creation, ownership, and rights to, the specific Joint IP.

## IX. GENERAL TERMS AND CONDITIONS



The following terms and conditions will apply to this Agreement, and in the event of any conflicts or inconsistencies, the terms in this Section will control to the extent necessary to resolve such conflict or inconsistency.

**1. Governing Law and Venue.** This Agreement will be governed by the laws of the State of New York without regard to any conflicts of laws principles. BARBER-SCOTIA COLLEGE's obligations hereunder are subject to the regulations/policies of state and federal laws and their accrediting body. Parties agree to venue in New York. Each party waives any objection it may now or hereafter have to venue or to convenience of forum.

**2. Force Majeure.** Neither party will be held in default for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state or the United States in its sovereign capacity, wars, insurrections, riots, blackouts, explosions, earthquakes, lightning, wind, terrorism, sabotage, fires, floods, epidemics, strikes and unusually severe weather.

**3. Confidentiality.** During the Term, a party ("**Receiving Party**") may have disclosed to it or come in contact with information of the other party ("**Disclosing Party**") of a sensitive or proprietary nature that is marked as confidential ("**Confidential Information**"). Except as necessary to comply with applicable law, neither party will, directly or indirectly, use, disseminate or disclose the Confidential Information of the other to any person or entity (other than to agents and contractors who are bound by similar obligations of confidentiality) for any purpose or at any time, except as expressly authorized by the Disclosing Party or as needed to perform its obligations under this Agreement. The Receiving Party will use the same standard of care to avoid disclosure of any Confidential Information as it uses with respect to its own confidential or proprietary information, provided that in no event will the Receiving Party employ less than reasonable efforts to protect any Confidential Information of the other party. Confidential Information will not include information that: i) is or becomes publicly known or available to the Receiving Party at or after the time of disclosure through no wrongful act of the Receiving Party; ii) is in the possession of or known to the Receiving Party at the time of disclosure without confidentiality restrictions; iii) is rightfully obtained by the Receiving Party from a third party; or iv) is independently developed by the Receiving Party. Notwithstanding anything to the contrary set forth in this section, any disclosure of confidential or proprietary information by means of a third-party attack, probe, theft, or other breach of network security will not be deemed to be a breach of the Agreement. In addition, a party will not be considered to have breached its obligations under this section for disclosing Confidential Information of the Disclosing



Party to the extent required to satisfy any legal requirement of a competent governmental authority, provided that promptly upon receiving any such request and to the extent that it may legally do so, such party advises the Disclosing Party prior to making such disclosure in order that the Disclosing Party may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information disclosed pursuant to the requirement or request of a governmental agency or disclosure is required by operation of law. Notwithstanding the foregoing, any separately executed existing mutual non-disclosure agreement shall control.

**4. Indemnification by BARBER-SCOTIA COLLEGE.** BARBER-SCOTIA COLLEGE will indemnify, save and hold harmless FOCUSQUEST and its owners, officers, directors, or employees (collectively, "**Indemnatee**") for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) actually incurred by FOCUSQUEST for bodily injury or personal injury (including death), or loss or damage to property to the extent caused, or alleged to be caused, by (i) the negligent or willful acts or omissions of BARBER-SCOTIA COLLEGE or any of its officials, officers, or employees, or (ii) failure to comply with any applicable law. BARBER-SCOTIA COLLEGE will be responsible for primary loss investigation and judgment costs where this indemnification is applicable. Therefore, notwithstanding any other provision of this Agreement to the contrary, BARBER-SCOTIA COLLEGE's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of BARBER-SCOTIA COLLEGE.

**5. Indemnification by FOCUSQUEST.** FOCUSQUEST will indemnify, defend, save and hold harmless BARBER-SCOTIA COLLEGE, its departments, agencies, boards, commissions, universities, and its and their officials, agents, and employees (collectively, "**Indemnatee**") for, from, and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by (i) the negligent or willful acts or omissions of FOCUSQUEST or any of its owners, officers, directors, members, managers, agents, employees, or subcontractors, (ii) a breach of this Agreement, or (iii) failure to comply with any applicable law. FOCUSQUEST will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, FOCUSQUEST waives all rights of subrogation against



Indemnatee for losses arising from the services performed or items provided by FOCUSQUEST under this Agreement.

**6. Modifications.** This Agreement can be modified or rescinded only in writing signed by duly authorized agents of both parties. If purchase orders or other documents or acknowledgments are issued by either party containing terms and conditions in addition to, modifying or contrary to the provisions of this Agreement, those printed terms and conditions are hereby specifically objected to and will be of no force or effect; it being the parties' intentions that this Agreement will govern all matters relating to the subject matter herein.

**7. Assignment.** FOCUSQUEST may assign or transfer their right or interest in this Agreement for the following reasons: change in the corporate structure of FOCUSQUEST, to provide a guarantee of performance or surety bond for their investors or at the direction of their board.

**8. Interpretation and Counterparts.** This writing and the Exhibits attached hereto, which are hereby incorporated by reference, is intended by the parties as a final expression of their Agreement, is intended also as a complete and exclusive statement of the terms of their Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement will not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. This Agreement may be executed in several counterparts, each of which will be deemed an original, but such counterparts will together constitute but one and the same agreement.

**9. No Waiver.** No waiver of satisfaction of a condition or nonperformance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver. No waiver by either party of any breach of the provisions of this Agreement by the other party will in any way be construed to be a waiver of any future breach or bar the right to insist on strict performance of the provisions of this Agreement.

**10. Inspection and Audit.** Both parties will retain all records relating to this Agreement and will make those records available at all reasonable times for inspection and audit



by either party during the term of this Agreement and for a period of five years after the completion of this Agreement.

**11. Non-Discrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**12. Student Educational Records.** Student educational records are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (“**FERPA**”) (20 U.S.C. § 1232g). FOCUSQUEST will comply with FERPA and will not access or make any disclosures of student educational records third parties without prior notice to and consent from BARBER-SCOTIA COLLEGE or as otherwise provided by law. If this Agreement permits FOCUSQUEST to access or release any student records, then, for purposes of this Agreement only, BARBER-SCOTIA COLLEGE hereby designates FOCUSQUEST as a “school official” for BARBER-SCOTIA COLLEGE under FERPA, as that term is used in FERPA and its implementing regulations. As such, FOCUSQUEST will comply with FERPA and will not make any disclosures of BARBER-SCOTIA COLLEGE students’ educational records to third parties without prior notice to, and consent from, BARBER-SCOTIA COLLEGE or as otherwise permitted by law.

**13. Authorized Signatory.** The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

### **PARTIAL INVALIDITY AND SURVIVAL**

It is the intent of the parties hereto that this Agreement be enforced to the fullest extent possible under applicable law. Should any provision of this Agreement be declared unenforceable by a court of law having jurisdiction over this Agreement, or over the subject matter of any provision herein, such declaration or judgment shall not affect the other provisions of this Agreement, which shall remain in full force and effect; the provision or provisions declared or judged to be unenforceable shall be deemed



severable. BARBER-SCOTIA COLLEGE and FOCUSQUEST signatures below indicate agreement to abide by the provisions of this Agreement.

**IN WITNESS WHEREOF** The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

### **BARBER-SCOTIA COLLEGE (BSC) ACKNOWLEDGEMENT**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **FOCUSQUEST LLC. (FQT) ACKNOWLEDGEMENT**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_



# Statement of Work

## Statement of Work

This Statement of Work is entered into by and between FOCUSQUEST LLC. ("FOCUSQUEST") and BARBER-SCOTIA COLLEGE ("BARBER-SCOTIA COLLEGE") effective \_\_\_\_\_, 2025 ("Effective Date"), pursuant to the FOCUSQUEST-BARBER-SCOTIA COLLEGE Master Services Agreement between the Parties ("Statement of Work").

1. **Offering.** The services provided under this Statement of Work are the Certificate Programs offered by FOCUSQUEST through their partner, MedCerts (the "Program").
2. **Program Term.** The initial term of this Statement of Work will commence on the Effective Date and end at the close of business on \_\_\_\_\_, 20\_\_ ("Term").
3. **Services Provided.** FOCUSQUEST shall provide their education services to BARBER-SCOTIA as stated in section III(a) of the Master Services Agreement ("MSA"). The Program includes, but is not limited to:

**MedCerts Certification Program Services:** FOCUSQUEST will coordinate with MedCerts and others to provide:

1. Account Management for enrollment processing
2. Student Support Services including Student Success Coaches
3. Career Services and job placement assistance
4. Exam Preparation and Certification Exam Fees
5. Virtual reality simulations for practical experience
6. Comprehensive student services including career coaching
7. Real-world clinical externship opportunities coordination
8. FERPA compliant data management and student record keeping

MedCert Certification Programs: Through FOCUSQUEST's strategic alliance with MedCerts, BARBER-SCOTIA COLLEGE will be able to offer 31 high-demand medical certification programs including:

- Medical Administrative Assistant
- Medical Billing & Coding
- Electronic Health Records Specialist
- Pharmacy Technician
- Medical Assistant
- Phlebotomy Technician
- EKG Technician

- Patient Care Technician
- additional

### **Program Features:**

- Delivery Method: Fully asynchronous online learning via MedCerts' 12:1 eLearning platform
- Duration: Varies by program (typically 4-12 months)
- Format: Self-paced with instructor support and virtual reality simulations
- Certification: Industry-recognized credentials upon completion
- Accreditation: Programs accredited by ACCET and approved by U.S. Department of Veterans Affairs
- Support Services: Career placement assistance, technical support
- Job Placement Rate: has seen 90%+ for graduates

**Medical Certification Program Support:** For medical certification programs, BARBER-SCOTIA COLLEGE will provide institutional oversight and branding approval while FOCUSQUEST and MedCerts handle curriculum delivery, student support services, and technical infrastructure.

### **Healthcare Certification Program Revenue Structure:**

**Healthcare Certification Revenue Share:** BARBER-SCOTIA COLLEGE will receive 20% of net revenue from healthcare certification program enrollments and/or will pay to FOCUSQUEST 80% for the enrollment fee, if collected directly. FOCUSQUEST will be responsible for any third-partner expenses agreement upon in writing for content or lead-gen.

**Revenue Calculation Example:** Medical Assistant Program @ \$5,000 tuition x 20% = \$1,000 to BARBER-SCOTIA COLLEGE per enrollment

**Payment Terms:** Monthly revenue reporting and transparent accounting with flexible payment terms aligned with institutional needs. No upfront costs or infrastructure investment required from BARBER-SCOTIA COLLEGE.

**Due Date and Payment.** 30 day net upon payment received by student, bank, parent, institution, etc.

### **Performance Standards for MedCert Certification Programs:**

- Student completion rate targets to be established mutually
- Regular program performance review and optimization

### **Additional Certification Program Provisions:**

**FERPA and Data Protection:** All healthcare certification programs will comply with FERPA requirements and applicable data protection laws. Student educational records will be maintained in accordance with federal Family Educational Rights and Privacy Act requirements.

**Accreditation Compliance:** All programs maintain ACCET accreditation and U.S. Department of Veterans Affairs approval. Programs meet industry standards for medical certification training.

**Quality Assurance:** MedCerts maintains responsibility for curriculum quality, instructor qualifications, and certification exam preparation. FOCUSQUEST coordinates student support services and institutional integration.

**MedCerts Content:** MedCerts retains all copyright and intellectual property rights in curriculum, materials, and training content. BARBER-SCOTIA COLLEGE and FOCUSQUEST receive usage rights for the term of this agreement.

**IN WITNESS WHEREOF** The undersigned represent and warrant that they are authorized, as representatives of the party on whose behalf they are signing, to sign this Agreement and to bind their respective party thereto.

### **BARBER-SCOTIA COLLEGE (BSC) ACKNOWLEDGEMENT**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **FOCUSQUEST LLC. (FQT) ACKNOWLEDGEMENT**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# Success and RetentionPlan

## **MEETING AGENDA**

President Chris Rey & FocusQuest Leadership  
Barber-Scotia College Student Success Partnership

Date: [Meeting Date]

Time: [Meeting Time]

Attendees: President Chris Rey, Dr. Ndala Booker, Sean-Reed McGee

### **PURPOSE**

Explore how FocusQuest can support current Barber-Scotia students through virtual student success services, academic coaching, and skill-building resources to improve retention and student outcomes.

### **AGENDA**

1. PARTNERSHIP UPDATE (5 minutes)  
Brief overview of certificate course partnership progress and enrollment growth initiatives
2. CURRENT STUDENT SUCCESS INFRASTRUCTURE (10 minutes)  
Understanding B-SC's existing support systems, challenges, and gaps
3. STUDENT PAIN POINTS & ACADEMIC CHALLENGES (10 minutes)  
Identifying the most pressing issues affecting student retention and success
4. FOCUSQUEST VIRTUAL SUPPORT SOLUTIONS (10 minutes)  
Presenting options for virtual workshops, coaching, and resources for current students
5. IMPLEMENTATION & NEXT STEPS (10 minutes)  
Determining immediate opportunities and timeline for support services
6. Q&A & CLOSING (5 minutes)

Total Time: 50 minutes

## DISCOVERY QUESTIONS FOR PRESIDENT REY

### CURRENT STUDENT SUCCESS INFRASTRUCTURE

1. Does Barber-Scotia currently have a Student Success Center or centralized academic support office? If so, what services does it provide?
2. Do students have access to academic coaching or one-on-one success advising? How many students are currently being served?
3. What happens when a student is struggling academically? What is the current intervention process?
4. Do you have early alert systems in place to identify at-risk students? How do faculty and staff communicate student concerns?
5. What types of workshops or programming are currently offered to students around study skills, time management, test-taking strategies, or other soft skills?

### STUDENT CHALLENGES & RETENTION PAIN POINTS

6. What are the primary reasons students leave Barber-Scotia or struggle academically? What patterns are you seeing?
7. Are there specific academic issues or skill gaps **that keep rising to the top?** (Examples: writing skills, math readiness, study habits, time management, critical thinking)
8. What do students say they need most when you talk to them? **What support are they asking for?**
9. Are there particular student populations that need more targeted support? (First-generation students, students with financial stress, commuters, working students, etc.)
10. What is your current retention rate, and what is your retention goal? What would it take to close that gap?

### CAPACITY & RESOURCES

11. Does your student success team have the bandwidth to deliver ongoing

workshops and coaching, or would virtual support from FocusQuest help fill capacity gaps?

12. Are students responsive to virtual programming, or do they prefer in-person support? What delivery formats work best for your student body?
13. Do students have reliable access to technology and internet for virtual workshops and resources?
14. What times of day or days of the week work best for student programming? (Evening? Weekends? Between classes?)

## **COMMUNICATION & ENGAGEMENT**

15. How do you currently communicate with students about support services? (Email, text, learning management system, social media, etc.)
16. What's the best way to get resources and information into students' hands? Would short video tips sent via text or posted on social media reach them?
17. Is there a student portal, learning management system, or platform where we could house FocusQuest resources for easy student access?

## **IMMEDIATE OPPORTUNITIES**

18. Are there any urgent needs or immediate pain points we could address right away this semester?
19. Would there be value in offering virtual drop-in office hours where students can get quick help with study strategies, time management, or academic challenges?
20. Would faculty welcome resources or tools they could share with students in their classes?

## **FOCUSQUEST SOLUTIONS TO PRESENT**

Based on President Rey's responses, be prepared to discuss:

### **VIRTUAL WORKSHOPS (Live & Recorded)**

Monthly or bi-weekly virtual workshops on high-impact topics:

- Critical Thinking for Academic Success
- Time and Energy Management for College Students
- Test-Taking Strategies and Study Skills
- Overcoming Procrastination
- Managing Stress and Building Resilience
- Communication Skills for Academic and Professional Success
- Decision-Making and Problem-Solving

Format: 45-60 minute interactive sessions via Zoom, recorded for students who cannot attend live

### **VIRTUAL ACADEMIC COACHING**

One-on-one or small group coaching sessions for at-risk students:

- Personalized academic success planning
- Study skills and time management coaching
- Goal-setting and accountability support
- Critical thinking skill development
- Addressing specific academic challenges

Delivery: Scheduled virtual appointments, drop-in office hours, or embedded support for specific courses

### **MICRO-LEARNING RESOURCES**

Short, digestible content students can access anytime:

- 60-90 second "Success Tips" videos (study hacks, time management, motivation)
- Quick reference guides and handouts (SMART Goals, Time Management Matrix, Critical Thinking Barriers)
- Downloadable worksheets and self-assessments
- Weekly email tips or text message reminders

Distribution: Via email, text, social media, learning management system, or

student portal

## **FACULTY SUPPORT RESOURCES**

Tools and resources faculty can integrate into their courses:

- Student success handouts to distribute in class
- Workshop slides faculty can use for in-class sessions
- [Early intervention resources when students show signs of struggle](#)
- [Referral process to FocusQuest virtual coaching](#)

## **EARLY ALERT SUPPORT**

Partnership with B-SC staff to provide rapid response to early alerts:

- Virtual check-ins with flagged students within 48 hours
- [Targeted interventions based on specific challenges \(time management, study skills, motivation\)](#)
- Progress tracking and follow-up

## **SEMESTER KICK-OFF & KEY TRANSITIONS**

Strategic programming at critical times:

- Beginning of semester: Goal-setting and success planning workshops (virtual or live)
- Mid-semester: Study strategies and stress management sessions
- Finals prep: Test-taking strategies and time management
- End of semester: Reflection and planning for next term

## **ONGOING COMMUNICATION & ENCOURAGEMENT**

Regular touchpoints to keep students engaged and motivated:

- Weekly motivational messages or success tips
- Monthly newsletters with resources and upcoming workshops
- Social media content students can engage with
- Celebration of student wins and milestones

## **DISCUSSION POINTS (To read through with Sean-Reed)**

### **PILOT PROGRAM OPTION**

Suggest starting with a pilot program this semester:

- Select 2-3 high-impact workshops to offer virtually
- Provide drop-in virtual office hours 2x per week
- Create 4-6 micro-learning videos for immediate distribution
- Measure engagement and impact over 8-10 weeks
- Assess results and expand based on what works

### **SCALABILITY**

Explain that FocusQuest services can scale based on B-SC's needs and budget:

- Start small with targeted interventions
- Expand to comprehensive student success support
- Flexible pricing models (per student, per workshop, retainer, etc.)

### **CUSTOMIZATION**

Emphasize that all FocusQuest programming can be customized:

- B-SC branding on materials
- Content tailored to B-SC student population and challenges
- Delivery formats adapted to student preferences
- Scheduling aligned with B-SC academic calendar

### **PARTNERSHIP APPROACH**

Position FocusQuest as an extension of B-SC's student success team:

- We work alongside existing staff, not replace them
- We fill capacity gaps and provide specialized expertise
- We're invested in B-SC's retention and student success goals
- We're flexible and responsive to evolving needs

### **CLOSING & NEXT STEPS**

1. Summarize key takeaways from the conversation
2. Identify 2-3 immediate opportunities to move forward

3. Propose timeline for pilot or initial programming
4. Schedule follow-up meeting or communication plan
5. Confirm decision-makers and approval process needed

FocusQuest, LLC

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

Dr. Ndala Booker, Chief Student Success Officer

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