

EXTERNSHIP AGREEMENT BY AND BETWEEN Entercom
and Recording Radio Film Connection CASA Schools

The Externship Agreement (hereafter referred to as “Agreement”) is effective as of 08/28/2018
by and between Entercom - (hereafter referred to as “Facility”) and **Recording
Radio Film Connection CASA Schools**, located at 6300 Wilshire Blvd. STE 640 Los Angeles, CA 90048,
referred to as “RRFC”).

RECITALS

- A. RRFC has established and sponsors programs providing training in the field of Radio
- B. Facility operates a Recording Studio business in the State of Wisconsin
- C. The program requires certain Externship Experiences (“Externship Experiences”) for completion of the training obtained therein;
- D. It has been determined that it is in the best interest of RRFC’s students that the facilities and equipment of the Facility be used to provide the requisite Externship Experience for the Students’ education;
- E. Facility has agreed to provide the Students with such Externship Experience at its facilities, subject to the terms and conditions of the Agreement;
- F. This Agreement is intended, in part, to satisfy the standards set forth in applicable accreditation and other regulatory requirements.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

I. RESPONSIBILITIES OF RRFC. As the Sponsoring Institution of the Program, RRFC shall be responsible for the overall direction of the Program and for enforcement of all applicable requirements of any governmental authority (collectively, the “Requirements”). RRFC shall retain ultimate authority with respect to all educational aspects of the Program and shall be responsible for the development and implementation of the educational curriculum for the Program. RRFC’s specific responsibilities shall include:

- A. Overall orientation of Students to the Program and its requirements and expectations;

- B. Provision of online theory and practical instruction to Students during their Externship assignment to Facility;
- C. Provision of faculty members (“Faculty or Mentor”) for the purpose of supervising the educational aspects of Students’ experiences at Facility;
- D. Continuing oral and written communication with Facility regarding Student performance and evaluation, absences and assignment of Students;
- E. Subject to I below, assigning Students to Program and to Externship Experiences at Facility;
- F. At the reasonable request of Facility, removing a Student whose performance is unacceptable to Facility;
- G. Advising all Students and Faculty that while participating in the Externship Experience and while they are present in Facility’s location, they must comply with the policies, rules, regulations, and procedures which the Facility requires that the School distribute in writing from time to time to Students and Mentors who participate in the Facility’s Externship Experience programs;
- H. Advising all Students that they must be prepared to provide the Facility with written verification of physical limitations, if any, and any other pertinent information in order to participate in the Externship assignment;
- I. The number of Students initially to be assigned to Externship Locations is to be reported to the Externship Mentor for approval prior to placement.
- J. Defend, indemnify and hold harmless Facility, its directors, officers, agents and employees harmless from and against any and all damages, claims, demands, suits, judgments, penalties, settlements, and costs (including reasonable attorney’s fees and expenses) and liabilities imposed by law (“Damages”) to the extent arising from or in connection with (i) any action taken by RRFC or its agents solely as a function of educational aspects of the Program, (ii) the negligent acts or omissions of RRFC, including Faculty and Students, unless such act or omission was directed by Facility or its agent and (iii) any breach by RRFC of any provision of this Agreement. This indemnification obligation shall survive any termination of this Agreement. As used throughout this Agreement, the term “Damages” shall mean direct “Damages” and shall exclude consequential, punitive, exemplary or indirect “Damages”.

II. RESPONSIBILITIES OF FACILITY. Facility shall have the following responsibilities;

- A. Provide a list of equipment available for student use on a form provided by RRFC.

- B. Provide an orientation to Facility for each Student and Mentor assigned which instructs each Student with regard to his/her responsibilities while assigned to Facility;
- C. RRFC will provide each Student with a Tutor who shall have the responsibility to serve as an additional resource to the Students along with the Mentor with respect to Student's access to qualified instructional personnel.
- D. Provide all reasonable accommodations necessary for the Externship training of Students to satisfy the Requirements;
- E. If the performance of a Student or Mentor is at any time considered to be unsatisfactory or unprofessional, immediately notify and provide documentation of such performance to RRFC. A plan for corrective action will be determined by the RRFC, in consultation with Facility. In addition, Facility may remove any Student from an assignment if Student fails to comply with any applicable Requirements;
- F. Defend, indemnify and hold RRFC and its affiliates and their respective directors, officers, agents and employees harmless from and against any and all Damages to the extent arising from or in connection with (i) the negligent or intentional acts or omissions of Facility, its staff, agents or employees, (ii) the provision by Students of Externship services at the direction of Facility or its agents or (iii) any breach by Facility of any provision of this Agreement. This indemnification obligation shall survive any termination of this Agreement.

III. FERPA REGULATION. The parties agree to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. In addition, it puts limits on what information RRFC and Facility may disclose to third parties without receiving prior written consent from the student.

IV. HIPAA REGULATION. The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d ("HIPPA") and any current and future regulations promulgated there under, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C. F. R. Part 142 ("Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "**HIPAA Requirements**". The parties agree not to use or further disclose any Protected Health Information (as defined in 42 U.S.C. Section 1320d, other than as permitted by the HIPAA Requirements and the terms of this Agreement.

RRFC shall direct Students and Mentor to comply with the policies and procedures of Facility, including those governing the use and disclosure of individually identifiable health information under federal law. Solely for the purpose of defining Students' and if applicable, and Mentors', role in relation to the use and disclosure of Facility's

protected health information, Students and Mentor shall be deemed members of Facility's workforce, as the term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement.

Students are not, however, and shall not, for any purpose, be considered employees of Facility or RRFC.

V. PERFORMANCE OF SERVICES. All students providing services at Facility shall be, at all times, unpaid externs. Mentors shall be duly certified or otherwise qualified to participate in the Externship Experience at Facility as part of the Program. RRFC shall instruct its Mentor to, perform their duties and services hereunder in accordance with all relevant local, state and federal laws and shall comply with the standards and guidelines of applicable regulatory bodies and the bylaws, rules and regulations of Facility and any rules and regulations of RRFC as may be in effect from time to time.

VI. OSHA COMPLIANCE. RRFC shall be responsible for instructing Students and Mentors participating in any Externship Experience at Facility to comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI (b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time.

VII. INSURANCE. RRFC and Facility shall secure and maintain at all times during the Term (as defined in Section IX below), at their respective sole expense, commercial general liability insurance covering themselves and their respective agents and employees. Such coverage provided by RRFC and Facility may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's reasonable request, the other party shall provide a certificate of insurance evidencing such coverage.

RRFC and Facility shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective agents and employees. Such coverage provided by RRFC and Facility may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:

Statutory Limits

Employers' Liability:

\$1,000,000 each accident;

\$1,000,000 disease policy limit;

\$1,000,000 disease each employee

RRFC and Facility shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance covering their respective employees and agents. Each of RRFC's and Facility's professional liability insurance shall provide for coverage of Students providing services to Facility pursuant to this Agreement. If the actions taken or omissions by Students leading to a claim of professional liability are taken at the direction of Facility, Facility's coverage shall be primary. If such actions or omissions are not at the direction of Facility, RRFC coverage shall be primary. Such coverage may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate. Upon either party's reasonable request, the other party shall provide a certificate of insurance evidencing such coverage

VIII. RECORDS. All records pertaining to professional services rendered by Students to Facility clients shall remain the sole property, and in the custody, of Facility.

IX. TERM AND TERMINATION. This Agreement shall commence on the Effective Date and shall continue for a period of six (6) months (the "Term") and automatically renew for successive six (6) month terms, unless earlier terminated as follows:

- A. The parties may terminate this Agreement at any time by mutual written consent and such termination shall be effective upon the date stated in the consent.
- B. Either party may terminate this Agreement without cause at any time upon not less than sixty (60) days prior written notice.
- C. Either party shall have the right to terminate this Agreement for cause, upon not less than thirty (30) days' notice upon the violation by another party of any material provision of this Agreement provided that, following receipt of written notice by the other party specifying such violation with reasonable particularity, such violation is not cured prior to the effective date of termination stated in such notice.
- D. Either party shall have the right to terminate this Agreement for cause, upon not less than thirty (30) days' notice upon the Facility's loss or Suspension of any material certification, license, or other approval necessary to meet the requirements set forth in this Agreement.
- E. Notwithstanding anything contained herein to the contrary, other than pursuant to IX (D) above, the termination of this Agreement shall not be effective with regard to Students participating, at the time of such termination, in an Externship Experience until all such students have completed or otherwise discontinued participation in such Externship Experience.

X. CONFIDENTIALITY. Each party hereto recognized and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, such party may have access to certain information

of the other party that is confidential and constitutes valuable, special and unique property of such other party (“**Confidential Information**”). Each party agrees that it will not, and it shall instruct its respective employees and agents to not, at any time (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without the express prior written consent of the other party, except in connection with the performance of duties hereunder, any Confidential Information, including, without limitation, information which concerns patients, Students, costs, or treatment methods and which is not otherwise available to the public.

Except for disclosure to their respective legal counsel, accountant or financial advisors, neither party shall, and each party shall instruct its respective employees and agents to not, disclose the terms of this Agreement to any person, unless disclosure thereof is required by Requirements or otherwise authorized by this Agreement or consented to by the parties in writing.

As used throughout this Agreement, the term “**Confidential Information**” shall not include any information which is or becomes part of the public domain other than due to a breach of this Agreement by the party obligated hereunder to maintain its confidentiality.

XI. NOTICES. All notices and other communications required hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or received when using overnight courier or three business days after being deposited in the United States mail, postage repaid, addressed as follows;

If to RRFC:

Recording Radio Film Connection CASA Schools
6300 Wilshire Blvd STE 640
Los Angeles, CA 90048

If to Facility:

Entercom
8852 106th Ave
Pleasant Prairie, Wisconsin 53155

Or to such other persons or places as either party may from time to time designate by written notice to the other.

XII. INDEPENDENT CONTRACTOR RELATIONSHIP. No party hereto shall have the right to bind the other, to transact any business in any other party’s name, or to make any promises or representations on behalf of any other party. The parties expressly agree that the nature of their relationship is that of independent contractors, and not that of employer and employee, partners, joint ventures, or any other relationship. In no event shall any party be liable for the debts or obligations of any other party hereto.

XIII. NON-DISCRIMINATION. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of Students or Faculty, or as to any aspect of the Externship training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude a Student's or Faculty Member's effective participation in the Externship Experience.

XIV. ASSIGNMENT. No party may assign this Agreement or any interest herein or subcontract its obligations hereunder, without the prior written consent of the other parties.

XV. AMENDMENTS. This Agreement may be amended only by written agreement of each of the parties hereto.

XVI. ENTIRE AGREEMENT; THIRD PARTY BENEFICIARIES. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all proposals or prior agreements, oral or written, and all other communications, oral or written. No third parties shall be deemed to be beneficiaries of any provisions in this Agreement.

XVII. BINDING EFFECT. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

XVIII. DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

XIX. SEVERABILITY. If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable. In such event, the parties hereto agree that the court or other authorized entity in the proceeding in which any such provision hereof is determined to be void or unenforceable shall reform the offending provision in such a manner as to cause it, if at all possible, to be valid and enforceable while at the same time accomplishing, as nearly as possible, the parties' original intent in including such provision in this Agreement.

XX. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of where the School is located, except to the extent in principles of conflicts of law would result in the application of the law of another jurisdiction.

XXI. DISPUTE RESOLUTION. The Parties acknowledge and expressly agree to waive any and all rights to a trial by jury for all claims and disputes arising under this Agreement. In the event that the governing law does not allow for jury waiver, any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof shall be determined and settled by arbitration in the County in which RRFC is located, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the state. Any award rendered by the arbitrator shall be

final and binding upon each of the Parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both Parties, unless the arbitration award specifies otherwise. The prevailing party's attorney fees and costs shall be paid by the non-prevailing party unless the arbitration award specifically provides otherwise, in which case the terms of the arbitration award shall govern responsibility of attorney's fees and legal costs. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

XXII. WAIVER. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party to be charged. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

XXIII. FORCE MAJEURE. Neither Party shall be liable to the other party for any interruption, failure, inability, or delay to perform hereunder, if such failure, inability, or delay is due to any cause beyond the reasonable control of the party so failing, including without limitation, acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, telecommunications service failure or interruption, equipment failure, industrial or labor dispute, or inability to access necessary supplies, and due diligence is used in curing such cause and in resuming performance.

XXIV. EXCLUSIVITY. This Agreement is nonexclusive and does not affect either party's ability to contract with other entities.

XXV. IN WITNESS WHEREOF, the parties hereto, duly authorized, will indicate their acceptance of this Agreement by affixing their signature to this Agreement.

Entercom - Externship Location

Date: 08/28/2018

Signature: _____

Print Full Name: Joe Zenzola

Title: Executive Producer

Contact Information: jzenzola@entercom.com - (262) 945-6921

Recording Radio Film Connection CASA Schools:

Date: 08/28/2018

Signature: _____

Print Full Name: Brian Kraft

Title: Chief Operating Officer

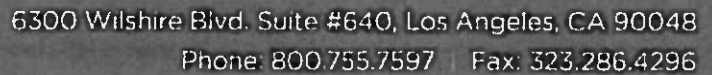
Contact Information: brian@rrfedu.com

Recording Radio Film Connection & CASA Schools

Externship Site Equipment

Mentorship Name:	Entercom
Street Number, City, State, Zip Code:	11800 West Grange Ave, Hales Corners, WI 53130
Contact Name:	Joseph Zenzola
Phone Number:	262-945-6921
Email Address:	jzenzola@entercom.com
Date Completed:	8/28/2018

Equipment Title or Description	Model	Year	Quantity	Available for Student Use? Yes or No	Comments / Notes
Soundboard	Axia	2016	2	Yes	
Microphones	Shure SM48	2005	10	Sort of	Some are studio mics which will be off limits, others are in production studios or on site for reporting events. Still recommended that Radio Connection supplies Intern with Microphone and editing software
Adobe Audition	3	2007	10	Yes	



MENTOR PERSONNEL INFORMATION				
Name of Mentor: <u>Joseph Zenzola</u>				
Title: <u>Executive Producer</u>				
Date Hired (mm/dd/yyyy): <u>11/01/11</u>		☒ Full-Time ☐ Part-Time		
Home Address: <u>8852 106th Avenue</u>				
City: <u>Pleasant Prairie</u>		State: <u>WI</u>	Zip: <u>53158</u>	County: <u>Kenosha</u>
Direct Telephone No.: <u>262-945-6921</u>		Cell Phone No.: _____		
Email Address: <u>jzenzola@entercom.com</u>				
Externship Business Name: <u>Entercom Milwaukee/105.7 FM The Fan</u>				
Business Address: <u>11800 West Grange Ave</u>				
City: <u>Hales Corners</u>		State: <u>WI</u>	Zip: <u>53130</u>	County: <u>Milwaukee</u>
EDUCATION				
High School: <u>St. Joseph High School</u>				
City: <u>Kenosha</u>		State: <u>WI</u>		Year of Graduation: <u>2008</u>
List all postsecondary educational institution you attended, beginning with the most recent. If more space is needed, please list on a separate sheet of paper.				
Institution	City, State	Major/Minor	Type of Degree/Certificate	Year of Award
<u>Carthage College</u>	<u>Kenosha, WI</u>	<u>Communications</u>	<u>Bachelors</u>	<u>2012</u>
LICENSURE				
Do you currently hold a professional certification or license? (If yes, please attach a copy of the professional certification or license). ☐ Yes ☒ No				
EXPERIENCE				
List each position you have held in the last seven (7) years, beginning with the most recent. If more space is needed, please list on a separate sheet of paper.				
Name of Company/Institution	Title	Description of Duties or Subjects Taught	Start Date	End Date
<u>Entercom Milwaukee</u>	<u>Executive Prod.</u>	<u>Develop topics,</u> <u>- Book Guests,</u> <u>- On-Air opinions,</u> <u>- Audio editing,</u> <u>recording, + mixing</u> <u>- cut commercials</u> <u>+ promos</u>	<u>11/11</u>	<u>Present</u>

SUMMARY OF QUALIFICATIONS FOR MENTORS

Instructing at the associate level:

- ☒ meets the minimum requirements for doctorate, masters, or baccalaureate level (must complete the applicable credential level above as well); **OR**
- ☐ holds an associate degree from a postsecondary institution; **AND**
- ☐ the associate degree is with a concentration in the subject to be taught and one (1) year of practical experience; **OR**
- ☐ has a minimum of two (2) years of practical experience within the last five (5) years in the subject area to be taught and has completed nine (9) semester hours or twelve (12) quarter hours in the subject area to be taught. Additional years of documented experience in the subject area may be substituted for semester/quarter hour requirements. If relying on such experience, the institution must provide on a separate sheet of paper a detailed explanation of the experience obtained and relevancy of the experience to the subject area to be taught.

Diploma and certificate level courses or programs:

- ☒ meets the minimum requirements for doctorate, masters, baccalaureate, or associate level instruction (must complete the applicable credential level above as well); **OR**
- ☐ holds a high school diploma or GED and a certificate of completion from a postsecondary institution in a relevant subject area; **AND**
- ☐ has a minimum of three (3) years of practical experience within the last seven (7) years in the subject area to be taught. Additional years of documented experience in the subject area may be substituted for the postsecondary educational requirements.

CRIMINAL HISTORY

Have you ever been found or pled guilty to a felony or any crime involving moral turpitude or had any sanctions against you from any state or government agencies? (If yes, please attach an explanation.)

- ☐ Yes ☒ No

ATTACHMENT CHECKLIST

Do not submit this form for review without any of the following attachments that are required based on the information provided above.

DOCUMENTATION TO BE ENCLOSED WITH THIS APPLICATION	
☐	1. PROFESSIONAL CERTIFICATION OR LICENSE – If you answered that you currently hold a professional certification or license, attach a copy of the certification or license.
☐	2. CRIMINAL HISTORY – If you answered yes to the questions under the "Criminal History" section, provide a written explanation for each affirmative answer.
☒	3. EDUCATIONAL CREDENTIALS – If you answered that you currently hold doctorate, masters, baccalaureate, or associate degree, attach a copy of the transcript or degree credential.
☐	4. EDUCATIONAL CREDENTIALS – If you answered that you currently hold a high school diploma or GED and a certificate of completion from a postsecondary institution in a relevant subject area, attach a copy of the transcript and/or certificate; AND
☐	5. PRACTICAL EXPERIENCE – If you answered yes to #4, provide the following: evidence to validate a minimum of three (3) years of practical experience within the last seven (7) years in the subject area to be taught. Additional years of documented experience in the subject area may be substituted for the postsecondary educational requirements. If relying on such experience, the MENTOR must provide on a separate sheet of paper a detailed explanation of the experience obtained and relevancy of the experience to the subject area to be taught.

Statement of Mentor:

- I hereby certify that the above statements are true and accurate to the best of my knowledge.

Signature:

[Handwritten Signature]

Print Name:

Joseph Zenzola

Title:

Executive Producer

Date:

8/28/18

Statement of Institutional Director:

- I have checked the information above and believe that the statements are true and accurate and that the applicant is of good moral character.

Signature:

[Handwritten Signature]

Print Name:

Stacie Rodriguez

Title:

Institutional Director

Date:

08-31-18

Statement of Authorized Corporate Representative:

- I have checked the information above and believe that the statements are true and accurate and that the applicant is of good moral character.

Signature:

Print Name:

Brian Kraft

Title:

Chief Operating Officer

Date:

Harvard College

has conferred upon

Joseph Victor Zenzola

the degree of

Bachelor of Arts

Summa Cum Laude

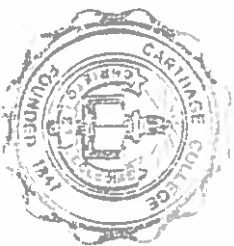
with all the rights, honors and privileges which pertain to that degree.

In testimony whereof this diploma is granted and the seal of the College hereunto affixed.

Issued by the Board of Trustees upon recommendation of our Faculty at Menasha, Wisconsin, this twentieth day of May, in the year of our Lord two thousand and twelve.

Oliver A. Allen

Chairman of the Board of Trustees



J. W. Langley

President of the College