



P A C E

3035 LOW OAK ST
SAN ANTONIO, TX 78232
PHONE: (210)882-0842 | EMAIL: dejah@paceLLC.us

EIN: 92-1220958

INVOICE

Invoice #1008

March 21, 2023

Client ID: 1003-TX

BILL TO:

GREAT HEARTS TEXAS

ATTN: Brendan Miniter, Accounts Payable
12500 San Pedro Ave, Suite 500
San Antonio, TX 78216

DUE DATE:

4/5/2023

ITEM	FEES	TOTAL
CONSULTING SERVICES & SPECIAL PROJECT FEE - Management of GHTX' 2023 Expansion Amendment Project <i>(Retainer for January prorated for 18 days)</i>	\$6,000.00	\$6,000.00
CONSULTING SERVICES & SPECIAL PROJECT FEE - Project Completion with Successful Application Submission to the TEA on 2/24 <i>(Retainer for February)</i>	\$10,000.00	\$10,000.00
Total Due:		\$16,000.00

ACH/Wiring Instructions

Bank Name: Jefferson Bank, 2900 Fredericksburg Road, San Antonio, Texas 78201

Routing Number: [REDACTED] | Account Number: [REDACTED]

Account Name: [REDACTED]

- or -

Checks may be made payable to:

Professional Advanced Consulting for Education LLC or "PACE LLC" and mailed to
ATTN: Dejah Behnke, 3035 Low Oak St, San Antonio, Texas 78232

EIN: 92-1220958

Questions or concerns? Contact Dejah Behnke at (210)882-0842 or dejah@paceLLC.us.

Thank you for your business!

Service Provider



Dejah M. Behnke, CEO

P A C E

3035 LOW OAK ST

SAN ANTONIO, TX 78232

PHONE: (210)882-0842 | EMAIL: dejah@paceLLC.us

Client

Great Hearts Texas

ACCEPTED AND APPROVED BY:

NAME (Client Representative)

TITLE

DATE

Thank you for your business!



P A C E

3035 LOW OAK ST
SAN ANTONIO, TX 78232
PHONE: (210)882-0842 | EMAIL: dejah@paceLLC.us

EIN: 92-1220958

INVOICE

Invoice #1009

May 9, 2023

Client ID: 1003-TX

BILL TO:

GREAT HEARTS TEXAS

ATTN: Accounts Payable
12500 San Pedro Ave, Suite 500
San Antonio, TX 78216

NET 15 DUE DATE:

5/24/2023

ITEM	FEES	TOTAL
CONSULTING SERVICES & SPECIAL PROJECT FEE - 2023 Special Projects <i>(Retainer for March is prorated for 18 days; offline for 13 days due to spring break and illness)</i>	\$6,000.00	\$6,000.00
CONSULTING SERVICES & SPECIAL PROJECT FEE - 2023 Special Projects <i>(Retainer for month of April)</i>	\$10,000.00	\$10,000.00
Total Due:		\$16,000.00

ACH/Wiring Instructions

Bank Name: Jefferson Bank, 2900 Fredericksburg Road, San Antonio, Texas 78201

Routing Number: [REDACTED] | Account Number: [REDACTED]

Account Name: [REDACTED]

- or -

Checks may be made payable to:

Professional Advanced Consulting for Education LLC or "PACE LLC" and mailed to
ATTN: Dejah Behnke, 3035 Low Oak St, San Antonio, Texas 78232

EIN: 92-1220958

Questions or concerns? Contact Dejah Behnke at (210)882-0842 or dejah@paceLLC.us.

Thank you for your business!



PACE

3035 LOW OAK ST
SAN ANTONIO, TX 78232
PHONE: (210)882-0842 | EMAIL: dejah@paceLLC.us

EIN: 92-1220958

INVOICE

Invoice #1010

June 7, 2023

Client ID: 1003-TX

BILL TO:

GREAT HEARTS TEXAS

ATTN: Accounts Payable
12500 San Pedro Ave, Suite 500
San Antonio, TX 78216

NET 15 DUE DATE:

6/22/2023

ITEM	FEES	TOTAL
CONSULTING SERVICES MONTHLY RETAINER - May 2023	\$10,000.00	\$10,000.00
SPECIAL PROJECTS FEES - Benefits Transition Project Management - IT Transition Project Management	\$2,500.00 \$2,500.00	\$5,000.00
ADDED PROJECT FEES - Communication Dept Support (4.0hrs)	\$1,000.00	\$1,000.00
Total Due:		\$16,000.00

ACH/Wiring Instructions

Bank Name: Jefferson Bank, 2900 Fredericksburg Road, San Antonio, Texas 78201

Routing Number: [REDACTED] | Account Number: [REDACTED]

Account Name: [REDACTED]

- or -

Checks may be made payable to:

Professional Advanced Consulting for Education LLC or "PACE LLC" and mailed to
ATTN: Dejah Behnke, 3035 Low Oak St, San Antonio, Texas 78232

EIN: 92-1220958

Questions or concerns? Contact Dejah Behnke at (210)882-0842 or dejah@paceLLC.us.

Thank you for your business!



P A C E

3035 LOW OAK ST
SAN ANTONIO, TX 78232
PHONE: (210)882-0842 | EMAIL: dejah@paceLLC.us

EIN: 92-1220958

INVOICE

Invoice #1011

August 1, 2023

Client ID: 1003-TX

BILL TO:

GREAT HEARTS TEXAS

ATTN: Accounts Payable
12500 San Pedro Ave, Suite 500
San Antonio, TX 78216

NET 15 DUE DATE:

8/16/2023

ITEM & DESCRIPTION	FEES	TOTAL
CONSULTING SERVICES MONTHLY RETAINER - June 2023	\$10,000.00	\$10,000.00
SPECIAL PROJECTS FEES - Benefits Transition Project Management - IT Transition Project Management - Finance Transition Project Management	\$2,500.00 \$2,500.00 \$2,500.00	\$7,500.00
JUNE 2023 SUBTOTAL		\$17,500.00
CONSULTING SERVICES MONTHLY RETAINER - July 2023	\$10,000.00	\$10,000.00
SPECIAL PROJECTS FEES - Benefits Transition Project Management - IT Transition Project Management - Nearing end of term with this project; therefore, fees adjusted accordingly to reflect actual time allocated in July. - Finance Transition Project Management	\$2,500.00 \$1,000.00 \$2,500.00	\$6,000.00
JULY 2023 SUBTOTAL		\$16,000.00
Total Amount Due:		\$33,500.00
For the two month period of June 1 - July 31, 2023		

Questions or concerns? Contact Dejah Behnke at (210)882-0842 or dejah@paceLLC.us.

Thank you for your business!

ACH/Wiring Instructions

Bank Name: Jefferson Bank, 2900 Fredericksburg Road, San Antonio, Texas 78201

Routing Number: [REDACTED] | Account Number: [REDACTED]

Account Name: [REDACTED]

- or -

Checks may be made payable to:

Professional Advanced Consulting for Education LLC or "PACE LLC" and mailed to

ATTN: Dejah Behnke, 3035 Low Oak St, San Antonio, Texas 78232

EIN: 92-1220958

ACCEPTED AND APPROVED BY:

NAME (Client Representative)

TITLE

DATE

Thank you for your business!



P A C E

3035 LOW OAK ST
SAN ANTONIO, TX 78232
PHONE: (210)882-0842 | EMAIL: dejah@paceLLC.us

EIN: 92-1220958

INVOICE

Invoice #1012

September 15, 2023
Client ID: 1003-TX

BILL TO:

GREAT HEARTS TEXAS

ATTN: Accounts Payable
12500 San Pedro Ave, Suite 500
San Antonio, TX 78216

NET 15 DUE DATE:
9/30/2023

ITEM & DESCRIPTION	FEES	TOTAL
CONSULTING SERVICES MONTHLY RETAINER - August 2023	\$10,000.00	\$10,000.00
SPECIAL PROJECTS FEES		
- Human Resources Project Management	\$2,500.00	\$7,500.00
- Finance Transition Project Management	\$2,500.00	
- Handbook Project Management	\$2,500.00	
AUGUST 2023 SUBTOTAL		\$17,500.00
Total Amount Due:		\$17,500.00

ACH/Wiring Instructions

Bank Name: Jefferson Bank, 2900 Fredericksburg Road, San Antonio, Texas 78201

Routing Number: [REDACTED] | Account Number: [REDACTED]

Account Name: [REDACTED]

- or -

Checks may be made payable to:

Professional Advanced Consulting for Education LLC or "PACE LLC" and mailed to
ATTN: Dejah Behnke, 3035 Low Oak St, San Antonio, Texas 78232

Questions or concerns? Contact Dejah Behnke at (210)882-0842 or dejah@paceLLC.us.

Thank you for your business!



P A C E

3035 LOW OAK ST
SAN ANTONIO, TX 78232
PHONE: (210)882-0842 | EMAIL: dejah@paceLLC.us

EIN: 92-1220958

INVOICE

Invoice #1015

November 2, 2023

Client ID: 1003-TX

BILL TO:

GREAT HEARTS TEXAS

ATTN: Accounts Payable, 12500 San Pedro Ave, Suite 500. San Antonio, TX 78216

NET 15 DUE DATE:

11/17/2023

ITEM & DESCRIPTION	FEES	TOTAL
CONSULTING SERVICES MONTHLY RETAINER - September 2023	\$10,000.00	\$10,000.00
SPECIAL PROJECTS FEES - Human Resources Project Management: September - Finance Transition Project Management: September - Handbook Project Management: September	\$2,500.00 \$2,500.00 \$2,500.00	\$7,500.00
SEPTEMBER SUBTOTAL		\$17,500.00
CONSULTING SERVICES MONTHLY RETAINER - October 2023	\$10,000.00	\$10,000.00
SPECIAL PROJECTS FEES - Finance Transition Project Management: October - Handbook Project Management: October - Record Retention Project Management: October	\$2,500.00 \$2,500.00 \$2,500.00	\$7,500.00
OCTOBER SUBTOTAL		\$17,500.00
Total Amount Due by November 17, 2023		\$35,000.00

Payment Options

ACH/Wiring Instructions

Bank Name: Jefferson Bank, 2900 Fredericksburg Road, San Antonio, Texas 78201

Routing Number: [REDACTED] | Account Number: [REDACTED]

Account Name: [REDACTED]

Checks may be made payable to:

Professional Advanced Consulting for Education LLC or "PACE LLC" and mailed to
ATTN: Dejah Behnke, 3035 Low Oak St, San Antonio, Texas 78232



P A C E

3035 LOW OAK ST
SAN ANTONIO, TX 78232
PHONE: (210)882-0842 | EMAIL: dejah@paceLLC.us

EIN: 92-1220958

INVOICE

Invoice #1019

December 1, 2023

Client ID: 1003-TX

BILL TO:

GREAT HEARTS TEXAS

ATTN: Accounts Payable
12500 San Pedro Ave, Suite 500
San Antonio, TX 78216

NET 15 DUE DATE:

12/16/2023

ITEM & DESCRIPTION	FEES	TOTAL
CONSULTING SERVICES MONTHLY RETAINER - November 2023	\$10,000.00	\$10,000.00
SPECIAL PROJECTS FEES - Record Retention & Strategic Growth Project Management (Dejah Behnke & Niccole Scrogins)	\$5,000.00	\$5,000.00
AUGUST 2023 SUBTOTAL		\$15,000.00
Total Amount Due:		\$15,000.00

ACH/Wiring Instructions

Bank Name: Jefferson Bank, 2900 Fredericksburg Road, San Antonio, Texas 78201

Routing Number: [REDACTED] | Account Number: [REDACTED]

Account Name: [REDACTED]

- or -

Checks may be made payable to:

Professional Advanced Consulting for Education LLC or "PACE LLC" and mailed to
ATTN: Dejah Behnke, 3035 Low Oak St, San Antonio, Texas 78232

Questions or concerns? Contact Dejah Behnke at (210)882-0842 or dejah@paceLLC.us.

Thank you for your business!

Great Hearts America - Texas and PACE LLC
Proposed Addendum to Service Agreement: Communications

Client/School

Kurtis Indorf, Interim Superintendent
GREAT HEARTS TEXAS
12500 SAN PEDRO AVE, SUITE 500
SAN ANTONIO, TX 78216
EMAIL: Kurtis.Indorf@greatheartsTXschools.org

Consultant/Service Provider

Dejah M. Behnke, CEO
PACE LLC
3035 LOW OAK ST
SAN ANTONIO, TX 78232
EMAIL: dejah@paceLLC.us

Addendum to Services

“Consultant” will provide consulting and project management services related to Client’s needs in the department of Communications, including but not limited to: 1) identifying, analyzing, and addressing Client’s needs associated with branding and operationalizing communication at the district level, 2) coaching departmental leaders while concurrently partnering with them to build out and execute communication plans that are aligned with a district-wide policy, as well as GHTX’ goals and priorities, delivering strategic communication plan and 12-month schedule, 3) serving as advisor to campus level staff responsible for messaging and the delivery of communication to their stakeholders, 4) under the direction of and in close partnership with the Interim Superintendent, providing Public Relations, Public Information Act, and Crisis Communication support as needed; and 5) coach, advise, supervise, and work in close collaboration with GHTX’ Marketing and Communication Manager (Liseth Vazquez) and Client’s Legal Counsel.

To continue to build, maintain, sustain, and deliver best-in-class services to the Client, Consultant may increase capacity for Great Hearts America - Texas by subcontracting/hiring project managers and subject matter experts throughout the Term of this Agreement, and may do so as needed or as requested by Client.

Great Hearts America - Texas and PACE LLC
Proposed Addendum to Service Agreement: Communications
Communication Services

Summary of Client's Needs & the Service Provider's Additional Role & Responsibilities Corresponding to the Need

- Develop and update master communications calendar
- Execute on district-wide GHTX communication priorities and needs
- Be responsive to GHTX communication needs
- Coach and develop GHTX communication team members and other leaders to be stronger communicators
- Write and send key district communications
- Act as a member of the GHTX senior team leading communications
- Support administration with Public Information Requests (PIRs) and provide surge capacity as needed.
 - Rationale: Due to the overwhelming volume of public records requests (PIRs), often exceeding 100 hours a month of time and effort from district and campus staff, GHTX may require services of PACE to support/increase capacity when administrative personnel are over-extended and such requests exceed reasonable expectations of a non-profit educational institution to perform its legally required duties, execute its mission, educate students, support employees, and operate schools responsibly while also responding to PIRs within a reasonable timeframe.
 - GHTX and PACE agree to expand the scope of work to include PIRs when the volume and/or complexity of requests exceeds the capacity of district and campus personnel.
 - In accordance with [GOVERNMENT CODE TITLE 5. OPEN GOVERNMENT; ETHICS; CHAPTER 552. PUBLIC INFORMATION](#), in partnership with the Superintendent and the GHTX' legal counsel, with periodic consultation from the Offices of the State Attorney General for Texas and/or State Comptroller, PACE's Communication support services may include organizing, gathering, compiling, and preparing content for PIRs in order for GHTX to respond within a reasonable and legally required timeframe.

Categorical Workstreams & Outcomes

- 1. Discovery:** *Identifying, analyzing, and developing a plan to address Client's needs associated with branding and operationalizing communication at the district level.*
 - a. Together with the Great Hearts Texas superintendent and/or his designee(s), PACE LLC will conduct an assessment of communication

Great Hearts America - Texas and PACE LLC

Proposed Addendum to Service Agreement: Communications

systems to understand the services, tools, and guidance provided by the district level department to the schools.

2. **Strategy - Communication Policy and Plan:** *Coaching departmental leaders while concurrently partnering with them to build out and execute communication plans that are aligned with a district-wide policy, as well as GHTX' goals and priorities, delivering strategic communication plan and 12-month schedule.*

- a. Together with the Great Hearts Texas superintendent and/or his designee(s), PACE LLC will develop policies and protocols for communications, as well as a communications plan and schedule that is strategically aligned with Great Hearts Texas' goals and priorities, delivering a comprehensive 12 month schedule that will be accessible to all home office staff and campus administrative teams.

3. **Stakeholder Engagement:** *Serving as advisor to campus level staff responsible for messaging and the delivery of communication to their stakeholders.*

- a. Together with the Great Hearts Texas superintendent and/or his designee(s), PACE LLC will engage with campus leadership and school-level communication managers to assess the needs in order to advise and support the highest areas of need unique to each campus.

4. **Public Relations, Public Information Requests, and Crisis**

Communication: Under the direction of and in close partnership with the Superintendent, providing Public Relations (PR), PIR, and Crisis Communication support as needed.

- a. Together with the Great Hearts Texas superintendent and/or his designee(s), PACE LLC, in collaboration with Client's legal counsel, will coordinate, prepare, and manage all communication related to PR, PIR, and crisis situations/urgent matters that arise.

5. **Collaborate & Develop Communication Team**

- a. Together with the Great Hearts Texas superintendent and/or his designee(s), PACE LLC will coach, advise, supervise, and work in close collaboration with GHTX' Marketing and Communication Manager (Liseth Vazquez).

Great Hearts America - Texas and PACE LLC
Proposed Addendum to Service Agreement: Communications

Consulting Agreement

THIS CONSULTING AGREEMENT (this “Agreement”) is made and entered into **effective January 8, 2023** by and between **Great Hearts Texas** (“School” or “Client”) and **PACE, LLC** (“Consultant” or “Service Provider”).

RECITALS

WHEREAS, Consultant’s owner, Dejah Behnke (“Behnke”), and individuals employed by Consultant, possess specialized knowledge of interest to Client; and

WHEREAS, Consultant desires to act as a consultant for Client and Client desires to engage Consultant on the terms set forth herein.

NOW, THEREFORE, consistent with the foregoing recitals, and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

Engagement and Services of Consultant. Subject to the terms and conditions of this Agreement, Consultant is hereby engaged by Client as a consultant to provide certain services as described above.

Independent Contractor Status. Consultant’s and Behnke’s status under this Agreement shall be that of independent contractors, and not that of employees of Client/School or otherwise. Neither Consultant nor Behnke shall have the right or authority, expressed or implied, to incur an obligation or liability on behalf of Client/School unless specifically authorized in writing. School is interested only in the results to be achieved, and the conduct and control of Consultant’s work will lie solely with Consultant. During the term of this Agreement, Consultant agrees that Consultant shall devote as much of Consultant’s productive time, energy, and abilities to the performance of the Services hereunder as is necessary to perform the Services in a timely and productive manner. Consultant shall not have an obligation to work any particular hours or any particular amount of hours. Consultant acknowledges that Client’s fringe benefit plans are limited solely to Client’s employees, and that neither Consultant or individuals under contract with PACE are eligible for, entitled to, and shall not participate in any of Schools’/Client’s fringe benefit plans. Client will report amounts paid to Consultant by filing the necessary Forms 1099 with the Internal Revenue Service, as required by law. Client will not withhold or make payments for Social Security, make unemployment insurance or disability insurance contributions, or obtain workers’ compensation insurance for Consultant. Except as otherwise provided herein, while performing the Services for Client, Consultant is expressly free to perform services for other parties and Client may contract with other businesses or individuals to perform the same services for Client/School as Consultant.

Great Hearts America - Texas and PACE LLC

Proposed Addendum to Service Agreement: Communications

Term and Termination. The Term of this Addendum to the existing Agreement shall commence as of January 8, 2024 and continue until June 30, 2024 (the "Term"). On or before the expiration of the Term, the parties may agree to extend the Term for a specified period of time as set forth by mutual written agreement of the parties. This Agreement may be terminated: (a) at any time by mutual written agreement of the parties; or (b) by Client, for any reason, upon thirty (30) days' advance written notice. Notwithstanding the foregoing, Client may terminate this Agreement immediately and without advance notice if Consultant or Owner Behnke: (i) is convicted of any crime or offense; (ii) fails or refuses to comply with the reasonable directives of Client after advance written notice of at least thirty (30) days is provided to Consultant by Client and Consultant fails to cure such failure or refusal within the notice period; or (iii) is guilty of gross misconduct in connection with performance of the Services, as determined by Client/School in its sole discretion. For purposes of Section 3 (iii), gross misconduct shall mean severe misbehavior by Consultant or Behnke in performance of the Services that is related to physical violence, theft of Client assets or proprietary rights, extreme work negligence, or similar acts or omissions that damage Client/School or Client's/School's reputation.

Compensation. As compensation for the Services, School shall pay Consultant an increased retainer fee of \$15,000.00 per month and an additional fee of up to \$2,500.00 per month per Individual employed by PACE for the Special Projects and/or On-Call Services provided directly to Client as noted herein; thereafter, during the Term (the "Fee"), Consultant shall provide Client with a monthly invoice for Services provided in the prior month; such invoice shall detail the Services provided and the correlating Special Project(s) and Individuals assigned/under contract with/paid by Consultant. Client may incur additional Fees by Client for time and effort for tasks assigned or performed outside of the services outlined within this agreement; however, these additional time and effort fees shall not exceed \$2,500.00 per month and Client will not be responsible for additional fees that may exceed the above limit unless written notice is provided by Consultant and agreed to by Client prior to the completion of out-of-scope work.

Upon termination of this Agreement for any reason, Consultant shall only be due compensation for Services completed up to and including the effective date of termination.

Expenses. Consultant shall be responsible for business-related expenses necessary for Consultant to perform the Services. Client shall not reimburse

Great Hearts America - Texas and PACE LLC

Proposed Addendum to Service Agreement: Communications

Consultant for any business-related expenses unless agreed upon verbally or in writing prior to Consultant incurring such expenses, and in the event this occurs, Consultant agrees to provide a detailed expense report via the monthly invoice and shall include copies of receipts. As a 501(c)3 non-profit organization, Client is not responsible for state or federal taxes related to previously agreed upon reimbursements or expenses incurred by Consultant.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first written above.

GREAT HEARTS AMERICA - TEXAS



Kurtis Indorf, Interim Superintendent

PACE LLC



Dejah M. Behnke, CEO

Great Hearts Texas and PACE LLC

Client/School

Brendan Minitier, Superintendent
GREAT HEARTS TEXAS
12500 SAN PEDRO AVE, SUITE 500
SAN ANTONIO, TX 78216
EMAIL: brendan.minitier@greatheartsTX.org

Consultant/Service Provider

Dejah M. Behnke, CEO
PACE LLC
3035 LOW OAK ST
SAN ANTONIO, TX 78232
EMAIL: dejah@paceLLC.us

Services

Consulting, strategic planning, and special project management, including the most recent completion and submission of Client's 2023 TEA Expansion Amendment application ("Special Project").

Special Projects

1. Expansion Amendment
 - a. Together with the Great Hearts Texas superintendent and/or his designee(s), PACE LLC will coordinate, prepare, and finalize for board consideration/vote any expansion or non-expansion amendments due to the Texas Education Agency (TEA) no later than March 1, 2023.
 - i. PROJECT STATUS: Completed
2. Student and Family Handbooks
 - a. Together with the Great Hearts Texas superintendent and/or his designee(s), PACE LLC will coordinate, prepare, update, and finalize for board consideration/vote the Student/Family Handbooks for the 2023/24 academic year no later than June 30, 2023.
 - i. PROJECT STATUS: In Progress
3. Record Retention Process and Protocol
 - a. Together with the Great Hearts Texas superintendent and/or his designee(s), PACE LLC will conduct research, prepare assessments, establish processes, and propose a record retention policy and protocol for the superintendent's consideration and ultimate adoption. This discovery and development portion of the special project will be completed no later than June 30, 2023.
 - i. PROJECT STATUS: Not Started

Great Hearts Texas and PACE LLC

Consulting Agreement

THIS CONSULTING AGREEMENT (this “Agreement”) is made and entered into effective January 12, 2023 by and between Great Hearts Texas (“School”) and PACE, LLC (“Consultant”).

RECITALS

WHEREAS, Consultant’s owner, Dejah Behnke (“Behnke”), has specialized knowledge of interest to School; and

WHEREAS, Consultant desires to act as a consultant for School and School desires to engage Consultant on the terms set forth herein.

NOW, THEREFORE, consistent with the foregoing recitals, and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

Engagement and Services of Consultant. Subject to the terms and conditions of this Agreement, Consultant is hereby engaged by School as a consultant to provide certain services as described on page one.

Independent Contractor Status. Consultant’s and Behnke’s status under this Agreement shall be that of independent contractors, and not that of employees of School or otherwise. Neither Consultant nor Behnke shall have the right or authority, expressed or implied, to incur an obligation or liability on behalf of School unless specifically authorized in writing. School is interested only in the results to be achieved, and the conduct and control of Consultant’s work will lie solely with Consultant. During the term of this Agreement, Consultant agrees that Consultant shall devote as much of Consultant’s productive time, energy and abilities to the performance of the Services hereunder as is necessary to perform the Services in a timely and productive manner. Consultant shall not have an obligation to work any particular hours or any particular amount of hours. Consultant acknowledges that School’s fringe benefit plans are limited solely to School’s employees, and that neither Consultant is not nor Behnke are eligible for, entitled to, and shall not participate in any of School’s fringe benefit plans. School will report amounts paid to Consultant by filing the necessary Forms 1099 with the Internal Revenue Service, as required by law. School will not withhold or make payments for Social Security, make unemployment insurance or disability insurance contributions, or obtain workers’ compensation insurance for Consultant or Behnke. Except as otherwise provided herein, while performing the Services for School, Consultant is expressly free to perform services for other parties and School may contract with other businesses or individuals to perform the same services for School as Consultant.

Term and Termination. The Term of this Agreement shall commence as of the date set forth above and shall continue until June 30, 2023 (the “Term”).

Great Hearts Texas and PACE LLC

On or before the expiration of the Term, the parties may agree to extend the Term for a specified period of time as set forth by mutual written agreement of the parties. This Agreement may be terminated: (a) at any time by mutual written agreement of the parties; or (b) by School, for any reason, upon thirty (30) days' advance written notice. Notwithstanding the foregoing, School may terminate this Agreement immediately and without advance notice if Consultant or OwnerBehnke: (i) is convicted of any crime or offense; (ii) fails or refuses to comply with the reasonable directives of School after advance written notice of at least thirty (30) days is provided to Consultant by School and Consultant fails to cure such failure or refusal within the notice period; or (iii) is guilty of gross misconduct in connection with performance of the Services, as determined by School in its sole discretion. For purposes of Section 3 (iii), gross misconduct shall mean severe misbehavior by Consultant or Behnke in performance of the Services that is related to physical violence, theft of School assets or proprietary rights, extreme work negligence, or similar acts or omissions that damage School or School's reputation.

Compensation. As compensation for the Services, School shall pay Consultant a fee of \$6,000.00 for the month of January 2023, and \$10,000.00 per month thereafter during the Term (the "Fee"). Consultant shall provide School with a monthly invoice for Services provided in the prior month; such invoice shall detail the Services provided and time allocated to each task. Upon termination of this Agreement for any reason, Consultant shall only be due compensation for Services completed up to and including the effective date of termination.

Expenses. Consultant shall be responsible for business-related expenses necessary for Consultant to perform the Services. School shall not reimburse Consultant for any business-related expenses.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the day and year first written above.

GREAT HEARTS TEXAS

Name, Title

Date

PACE, LLC

*Dejah M.
Behnke*
Dejah M. Behnke, CEO

March 21, 2023

Date

Old Concur/Financial Edge

8/1/2023	Invoice #1011	C-Consulting and project management services	\$33,500.00	Paid on 8/17/2023 Check #306586	8/15/2023
6/7/2023	Invoice #1010	C-Contractor work for project management	\$16,000.00	Paid on 6/22/2023 Check #305691	6/15/2023
5/9/2023	Invoice #1009	C-Consultant for Special Projects	\$16,000.00	Paid on 5/18/2023 Check #305035	5/18/2023
3/21/2023	Invoice #1008	C-Contract work	\$16,000.00	Paid on 4/7/2023 Bank draft #1145	4/13/2023

New Concur/Ascender

<u>Check Date</u>	<u>Check Nbr</u>	<u>PO / PA Nbr</u>	<u>Account Code</u>	<u>Reason</u>	<u>Invoice Nbr</u>	<u>Acct Per</u>	<u>Net Expend Amt</u>	<u>Liquidated Amt</u>
11-02-2023	400985	005715	420-41-6291.00-701-4991S2	09/15/23-1012	1012	10	10,000.00	0.00
11-02-2023	400985	005716	420-41-6291.00-701-4991S2	09/15/23-1012	1012	10	2,500.00	0.00
11-02-2023	400985	005717	420-41-6291.00-701-4991S2	09/15/23-1012	1012	10	2,500.00	0.00
11-02-2023	400985	005718	420-41-6291.00-701-4991S2	09/15/23-1012	1012	10	2,500.00	0.00
01-04-2024	401904	009243	420-41-6291.00-701-4991S2	11/02/23-1015	1015	12	35,000.00	0.00
01-04-2024	401904	009244	420-41-6291.00-701-4991S2	12/01/23-1019	1019	12	15,000.00	0.00

Total Expend Amt:

67,500.00

Total Liquidated Amt:

0.00

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND VOID PANTOGRAPH.

GREAT HEARTS AMERICA - TEXAS
12500 SAN PEDRO AVE. STE. 500
SAN ANTONIO, TX 78216

REGIONS BANK
1-800-787-3905

400985

VENDOR NUMBER

33349

DATE

11-02-2023

CHECK NUMBER

400985

PAY *****17,500 DOLLARS AND *00*CENTS

AMOUNT

*****17,500.00

TO THE
ORDER
OF

Dejah Mackenzie Behnke- PACE
3035 Low Oak St
San Antonio, TX 78232
United States of America

VOID AFTER 90 DAYS

Kevin Byrne

⑈400985⑈

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GREAT HEARTS AMERICA - TEXAS
12500 SAN PEDRO AVE. STE. 500
SAN ANTONIO, TX 78216

REGIONS BANK
1-800-787-3905

401904

VENDOR NUMBER

33349

DATE

01-04-2024

CHECK NUMBER

401904

PAY

*****50,000 DOLLARS AND *00*CENTS

AMOUNT

*****50,000.00

TO THE
ORDER
OF

Dejah Mackenzie Behnke- PACE
3035 Low Oak St

Security Features Included Details on back

San Antonio, TX 78232
United States of America



Kevin Sykes

401904



