

Distance Education Service Agreement

This Distance Education Service Agreement (this “**Agreement**”) is entered into by and between Menahga Public Schools, a Public School District located at Highway 71 South 216 Aspen Ave SE Menahga, MN 56464 with a mailing address of PO Box 160 Menahga, MN 56464 (the “**School**”), and My Tech High, Inc., (DBA "OpenEd") a Utah corporation located at 224 S. Main, #438, Springville, UT 84663 (the “**Company**”). The School and the Company are collectively referred to as “**Parties**”, and each may be referred to individually as “**Party**”. This Agreement is effective as of the date signed by the Company (the “**Effective Date**”), as follows:

RECITALS

- a. The School desires to enter into a contract with the Company for the purpose of providing certain distance education marketing, recruitment, curriculum sourcing/matching and monitoring services as particularly described as described further *below*;
- b. The School has requested those services and the School has determined that the Company is qualified and capable of providing those services to the School on reasonable terms as described *below*; and
- c. The Company is willing to provide those services for the School on the terms described *below*.

TERMS

1. Services. The School retains the Company to perform, and the Company agrees to provide for the benefit of the School, subject to this Agreement and applicable public policies, procedures, rules, regulations and guidelines governing the School (collectively, the “**School Rules**”), certain distance education marketing, recruitment, curriculum sourcing/matching and monitoring services as particularly described in the attached **Exhibit A** (the “**Services**”). The Company will, at all times, ensure that all teachers hold a license in good standing for the state in which the School is located and/or services are performed. The Company will, at all times, maintain documentation of required background checks for any and all employees and contractors with significant unsupervised access to students and will conduct periodic monitoring as provided through the state's tracking system. Upon request, the Company will

also ensure all employees and contractors of the Company to be eVerified. The Company and the School agree that the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13 (“MGDPA”) and/or the federal Family Educational Rights and Privacy Act, 20 U.S.C. 1232g (“FERPA”) may apply to this Agreement.

2. Term and Termination. For the purposes of this Agreement a “**School Year**” means the first day in one year when a school is open to receive students for instruction, to the day immediately before the first day that a school is open to receive students for instruction in the following calendar year, inclusive. This Agreement is effective on the Effective Date and shall be for a term of 3 School Years (the “**Term**”). This Agreement shall automatically terminate at the end of the third School Year. Upon completion of each Term, this Agreement will automatically renew for another 3 School Years, unless otherwise terminated. For clarification, should either Party provide a written notice of termination to the other Party on or before January 15th of the ongoing School Year, the termination of this Agreement would not be effective until the last day of that ongoing School Year. In addition to the remedies set forth in Section 9(2), A party may terminate this Agreement for any breach of this Agreement by providing 15 days written notice to the non-breaching party and the termination shall be effective on the 15th day after the notice is provided. For example purposes only, if the School provides written notice to the Company on February 1, this Agreement terminates effective February 16.
3. Performance Standards. The Company agrees to interact with any and all students, faculty, staff, clients and potential students of the School consistent with the professionalism and overall mission of the Company. The Company will perform all Services in a diligent, timely, professional and ethical manner consistent with the School Rules and consistent with the standard of care in the industry in which the Company operates and the Services will, at all times, comply with all applicable laws, statutes, rules, codes, ordinances, and other governmental rules and regulations. The Company will provide the School with written reports for each class, every two weeks.
4. Representations. The School take commercially reasonable measures to stay in good standing with the State, the State Office of Education, the State Board of Education, the State Charter School Board, as applicable, and any other individual or organization responsible for or charged with oversight of the School's and its' required accreditation(s). The School agrees to notify the Company, in writing, within 72 hours should the School lose its accreditation or good standing with any applicable State agency including, without limitation, the State Office of Education, the State Board of Education, or the State Charter School Board. The School

and the Company hereby represent and warrant that it has been duly authorized to execute and deliver this Agreement and that it is acting within the authority and power duly granted to it.

5. Compensation. So long as the Company continues to provide the Services as required by this Agreement, the School will pay the Company for the Services consistent with the fee schedule outlined in **Exhibit A**.
6. Expenses/Equipment. The Company will be responsible for its own expenses and will not be entitled to seek reimbursement from the School without the prior written approval of the School's Superintendent or his/her appointed designee.
7. Indemnification. The School and Company will indemnify, defend and hold harmless the other, and their respective directors, officers, employees, agents, attorneys, and representatives, from and against liability for all claims, losses, damages and expenses including attorneys' fees, to the extent such claims, losses, damages or expenses are caused by or related in any way to the indemnifying Party's performance of any obligations or activities, or failure to perform any obligations or activities, under this Agreement. If any claims, losses, damages or expenses are caused by the joint or concurrent actions or, as applicable, inactions of the School and the Company, they will be borne by each Party in proportion to each Party's contribution to the claim, loss, damage or expense. In addition, the School will indemnify, defend and hold harmless the Company and its directors, officers, employees, agents, attorneys, and representatives against all expenses, liabilities, and claims by or on behalf of any person or entity, including reasonable attorney fees, arising out of either (i) a failure of School to perform any of the terms or conditions of this Agreement, (ii) any injury, death or damage happening on or about the School's premises, except to the extent caused by the fault or negligence of Company, (iii) any injury, death or damage caused by the fault or negligence of the School, its employees, agents, contractors, invitees, licensees, sublessees, assigns or guests, and (iv) a failure of the School to comply with any applicable law or regulation of any governmental authority. Notwithstanding anything contained herein to the contrary, the maximum indemnification obligations of the School pursuant to this Agreement shall not exceed those amounts as set forth in Minnesota Statutes 466.03, as amended.
8. Nature of the Relationship. The Company will operate as an independent contractor to the School. Neither Party is a division, subsidiary, affiliate, or any part of the other Party or has the right or authority to exercise any common control of the other Party. Nothing herein will be construed to create a partnership or joint venture by or between the Company and the School.

Neither Party shall be the agent of the other except to the extent otherwise specifically provided for by this Agreement. Neither Party has the express nor implied authority to represent to any third party, and will, whenever needed, disclaim to such parties any ability to legally bind the other Party to any duty. Neither Party shall be responsible for the acts of the employees or contractors of the other Party. Each Party shall retain control over and shall properly compensate its own employees, agents, and contractors. Nothing in this Agreement shall limit or restrain the Company from providing similar or equal services to other schools. No interest, license, or any right respecting confidential or proprietary information, other than expressly set out herein (if at all), is granted to the School, and the School waives and releases and claims or rights it may have to such Company information. Nothing in this Agreement obligates the Company to disclose any information to the School or enter into any other agreement with the School.

9. Default.

1. Each of the following events shall constitute a material default or breach of this Agreement: (i) failure to pay any amounts in accordance with this Agreement, (ii) failure to perform or comply with any of the conditions or obligations of this Agreement, or (iii) if any of the representations made herein is inaccurate or becomes inaccurate at any point during the term of this Agreement. The failure of a Party to insist on strict performance of any of the terms and conditions shall not be deemed a waiver of the rights or remedies that Party may have regarding that specific instance and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.
2. In the event of any default hereunder, the rights of the non-defaulting Party shall be as follows: (i) recover all damages proximately resulting from the default or breach; (ii) obtain an injunction to restrain the breach or to require performance of the Agreement; (iii) terminate this Agreement as set forth in Section 2, and/or (iv) pursue or obtain any other right or remedy available at law or in equity. All rights and remedies are cumulative and non-exclusive.

10. Entire Agreement/Waiver/etc. The terms contained in this Agreement constitute the entire Agreement between the Parties concerning the subject matter of this Agreement. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. This Agreement may be executed in counterparts, and when all counterpart documents are executed, the counterparts will constitute a single binding instrument. All headings/captions in

this Agreement are for convenience of reference only. No provision of this Agreement can be modified, amended, or supplemented except in a writing signed by an authorized representative of each Party to be bound. Either Party's failure to enforce any provision is not a waiver or limitation of that Party's right to later enforce and compel strict compliance.

11. Governing Law and Venue. Utah law governs this Agreement. Courts located in or serving Wadena County, State of Minnesota will have exclusive jurisdiction and venue over any matters arising out of this Agreement. Each Party submits to such jurisdiction and venue and agrees not to file or seek to remove any action to any other venue or jurisdiction.
12. Waiver. Either Party's failure to enforce any provision is not a waiver or limitation of that Party's right to later enforce and compel strict compliance.
13. No Assignment. The Company may only assign this Agreement to an entity that acquires all or substantially all of the assets of the Company and that company agrees to be bound by the terms and conditions of this Agreement. The School shall not assign this Agreement to any other party or entity, or delegate any duties under this Agreement, without the advance written consent of the Company, in the Company's sole discretion. Any assignment or delegation in contravention of this section shall be void.
14. Attorneys' Fees and Costs. If either Party incurs legal fees or other expenses in any action to interpret and/or enforce the provisions of this Agreement, the prevailing Party in any such action shall be entitled to recover the same from the non-prevailing Party.
15. Severability. If any part of this Agreement is held invalid for any reason, the remaining provisions will continue to be valid.
16. Notices. Notices under this Agreement are not valid unless given in writing and addressed to the Party at the email address of the receiving Party set forth below next to each Party's signature, respectively. Either Party may update their email address from time to time by providing notice under this Section 18.

End of Terms – Signature Page Follows

ACCEPTANCE

THIS DISTANCE EDUCATION SERVICE AGREEMENT IS AGREED TO BY:

The "SCHOOL"

Menahga Public Schools

Signature of Authorized Representative

Name:

Date of Signature:

Title:

Email:

The "COMPANY"

MY TECH HIGH, INC., a Utah corporation

Signature of Authorized Representative

Name:

Isaac Morehouse

Date of Signature:

Title:

CEO, My Tech High, Inc. DBA "OpenEd"

Email:

imorehouse@opened.co

EXHIBIT A

Description of Services and Fees

The Company will deliver distance education services generally defined under state education statutes and provisions. The Services shall typically include a combination of: marketing and delivering a personalized education program on behalf of the School, organizing and hosting virtual student clubs, field trips, park days, community events, working to keep students successfully enrolled and progressing, including improving the retention of students enrolled in the School's personalized distance education program. The School is welcomed and encouraged to offer a variety of virtual educational options to students beyond what the Company offers.

The responsibilities and services to be provided by the School and Company, respectively, are set forth below:

SCHOOL

Registrar Role

- Receive complete Student Enrollment Packets provided by Company prior to the start of each approved enrollment period (i.e. August and January):
 - Verify Immunization Records are complete
 - Verify Proof of Residency is accurate
 - Verify Birth Certificate exists and student age is eligible to enroll in approved grades
 - Verify all Parent / Guardian information is provided
- Enter all Student / Parent information into School's Student Information System (SIS) with assistance available from Company, upon request.
- Review, approve, and confirm that all student schedules provided by Company meet minimum state requirements for student membership (i.e. continuing enrollment measurement).
- Enter all student courses provided by Company into SIS with proper state code.
- Assign Pass / Fail grades in SIS each semester based on state-certified teacher progress reports provided by Company.
- Maintain official public school transcript for all students.

Special Education Role

- Review all past and current IEPs on file for all students.
- Upon referral from the Company's General Education teacher(s) identified via Child Find best practices: administer all diagnostic tests and intellectual assessments for any student identified with possible learning disabilities.
- Convene IEP Review meetings regularly to document progress towards IEP goals.

- Inform parents of Procedural Safeguards regarding parental rights with a student who has a learning disability.

State Test Administration

- Ensure all state tests are proctored and administered by Company according to state policy.
- Ensure all students are assigned to take the proper test based on the course schedule.
- Record all state test results in the State Testing Portal.
- Ensure all proper documentation is received for any parent who chooses to opt-out of state testing.

Administrative

- Submit all state reports in a timely manner to ensure compliance with all student membership requirements.
- Conduct regular participation audits to ensure students are progressing.
- Confirm General Core Curriculum resources map to the State Core Standards.
- If applicable, for students in grades 9-12, provide a dedicated high school counselor to ensure appropriate documentation is collected and credits are granted towards a high school diploma.
- Confirm Teaching Credentials of all teachers to ensure all licensure requirements are met.
- Ensure required background checks for Company staff are on file.
- Meet regularly, as needed, with the Program Manager.
- Provide regular updates, as needed, to the Governing School Board regarding enrollments, student success stories, and strategic direction.

COMPANY

Parent Support Services:

- Market to parents statewide the availability of School's full-time personalized distance education program.
- Assist parents in submitting all required enrollment documents to the School's Registrar prior to the beginning of each approved enrollment period (i.e. August and January).
- Assist parents in selecting from a wide range of various approved, secular supplemental curriculum choices to design a personalized education plan based on the unique academic, emotional, and physical needs of each child.
- Support parents in curating approved resources through either a direct order or reimbursement format.

Curriculum Distribution / Matching Services:

- Provide students unlimited access to various comprehensive digital curriculum programs that map to the State Core Standards by subject area and by grade level.

- Ensure students can access approved supplemental resources from a combination of book-based curricula, online courses (live and self-paced), co-op groups, Makerspace workshops, and local community classes/resources.

Academic and Technical Student Support Services:

- Provide a learning coach, a state-certified teacher, and the necessary technology to assist students daily in progressing through their personalized education plan.
- Ensure all students are supported (including tutoring services) by a state-certified and properly endorsed teacher with a license in good standing.
- Ensure students have access to high-speed internet and a computer.
- As needed, attend a student's IEP Review meetings hosted by School Administrator.
- Facilitate multi-age group / social interaction opportunities through field trips (in-person and virtual), interactive webinars, park days, showcase nights, virtual student clubs, and more.
- Support students who are interested in participating in extracurricular activities at their local boundary school, if applicable.

Accountability / Compliance / Administrative Services:

- Maintain documentation of required background checks for any employees or contractors with significant unsupervised access to students.
- On a weekly basis, track and monitor student progress and highlights towards mastery of identified competencies.
- Ensure each student maintains a portfolio of work samples for audit / review at any time.
- Based on weekly attendance requirements and reports, notify School of any student out of compliance with the continuing membership policy.
- Under the direction of School's assessment director, schedule, and proctor state-mandated standardized tests to all students in various locations around the state.
- Provide School all proper documentation is received for any parent who chooses to opt-out of state testing.
 - Ensure all purchases and reimbursements are pre-approved and in full compliance with State Law and Board Rule.
 - Meet with School Administration and Staff regularly to ensure the program continues to remain compliant with State Constitution, Statute, and Board Rules (including a Written Monitoring Plan as typically required by Board Rule).

PAYMENT FOR SERVICES

- The School will pay the Company a fee (the "Student Fee") equal to, initially, 75% or (\$6,863 X 75% = \$5,147.25) \$5,147.25 (whichever is greater, 75% or \$5,147.25), of the total State funding to the School for

each student in grades K-12, per month for each student actively enrolled in the program as part of the Services provided by the Company

- The School will pay all Student Fees to the Company on the 15th of each month for those months inclusive of September through May (total of nine monthly payments).
- For each online or onsite course on a student's personalized schedule delivered directly by School (i.e. Edgenuity, in-person class, etc.), My Tech High will provide a credit back to School of \$400/course/year
- The School may purchase a professional development package to train existing onsite teachers to support any course from the Company's catalog to use in-school, after-school, or in summer school programs (price varies based on a package negotiated separately).

*The School is encouraged to pursue additional funding from other sources (i.e. from federal grants/programs, Special Ed, land trust, local tax, etc.) to use as needed at School's discretion.