

## AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made beginning July 1, 2018 to June 30, 2020, between ONEIDA SCHOOL DISTRICT #351 of 10701 25 E 50 S Suite A, Malad City, ID 83252 ("School"), and TECH TREP ACADEMY, INC., of 654 North 800 East, #424, Spanish Fork, UT 84660 ("Contractor").

### RECITALS

A. The School, a public school in good standing with the State, desires to enter into a contract with the Contractor for the purpose of providing technology, curriculum and distance education related services.

B. Contractor agrees to perform these services for School under the terms and conditions set forth in this Agreement and its exhibits.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **SERVICES.** The services to be provided by the Contractor are outlined in Exhibit A to this Agreement. All exhibits attached hereto are incorporated by reference. The rules and regulations governing the provision of the Contractor's services are also included.

2. **PAYMENT FOR SERVICES.** The School shall pay for the Services consistent with the schedule outlined in Exhibit A.

3. **DURATION.** This Agreement shall be for a term of two years from the date of execution. During the third year, either party can terminate the Agreement, without cause, for the upcoming school year by providing notice, in writing, of the party's intention to terminate the Agreement on or before January 15. Upon completion of each three year term, this Agreement will automatically renew for another three years, unless otherwise terminated.

4. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be deemed to create the relationship of partners, partnership, or joint venture between the School and the Contractor. Nothing in this Agreement will restrain the Contractor from providing similar or equal services to other schools nor will serve to bar the parties from competing with each other.

5. **INDEMNITY.** School shall indemnify Contractor 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 Contractor, (iii) any injury, death or damage caused by the fault or negligence of School, its employees, agents, contractors, invitees, licensees, sublessees, assigns or guests, and (iv) a failure of School to comply with any law or regulation of any governmental authority.

a. Contractor undertakes and agrees to indemnify, hold harmless the School and its board, officers, directors, agents, representatives, employees, assigns, affiliates, and successors in interest, from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses, attorney's fees, cost of litigation, judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever, arising out of or in any way connected with the use of the undersigned facilities and equipment, including acts, omissions, failure to act, or negligence of Organization's employees agents, volunteers, patrons, and invites, except where a claim arises out of the sole negligence of the District.

6. REPRESENTATIONS.

a. *Good Standing.* The School will at all times fully comply with all rules, regulations, and standards necessary to maintain its accreditation, including any and all obligations and responsibilities imposed by the School's individual governing body. At all times during the term of this Agreement, the School will perform all obligations and responsibilities necessary to stay in good standing with the State, the State Office of Education, the State Board of Education, the local School Board, and any other individual or organization responsible for the School or charged with oversight of the School.

b. *Authority.* The School hereby represents and warrants that it has been duly authorized to execute and deliver this Agreement and that it is acting within the authority and Power granted to it by its charter.

7. DEFAULT. 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, if failure to perform or comply shall continue for a period often days after written notice by the nondefaulting party, 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.

8. REMEDIES FOR DEFAULT. In the event of any default hereunder, the rights of the nondefaulting party shall be as follows: (i) all damages proximately resulting from the default or breach; (ii) an injunction to restrain the breach or to require performance of the Agreement; (iii) termination of the Agreement, as well as all of the defaulting party's rights and interests in the Agreement, and/or (iv) any other remedy available at law or equity. The remedies available are cumulative.

9. NOTICES. All notices in this Agreement to be given, by either party hereto to the other, shall be in writing and shall be: (i) mailed by first-class registered or certified mail, postage prepaid, or (2) hand delivered. Notices shall be provided to the addresses referenced on the signature page. Any party may change its address by giving ten days prior written notice to the other party by one of the methods provided above.

10. GOVERNING LAW. The validity, meaning, interpretation, enforcement and effect of the Agreement shall be governed by the laws of the State of Utah. The undersigned parties agree and consent to jurisdiction of any actions to enforce or interpret this Agreement in Utah.

11. ENFORCEMENT OF AGREEMENT. If any party shall seek to enforce or protect its rights under this Agreement or under any document or instrument executed and delivered in connection herewith in any action, suit, arbitration, or other proceeding, including all bankruptcy cases and proceedings, the prevailing party shall be entitled to receive from the other party payment of its costs and expenses, including reasonable attorneys' fees incurred (whether such costs or fees are incurred before or after the commencement of the proceeding), including any and all appeals or petitions therefrom.

12. SEVERABILITY. The provisions hereof are severable and the invalidity of any provision hereof will not invalidate any other provision.

13. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent it has been expressly incorporated into this Agreement.

14. CAPTIONS. The captions to sections and subsections of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

## **Contractor-Tech Trep Academy Staff Responsibilities:**

### **Parent Support Role:**

- Inform parents of the availability of School's personalized distance education program focused on technology and entrepreneurship for students in grades K-8.
- Assist parents in securely submitting all required documents to School prior to the beginning of each enrollment count date (September 1)

### **School Special Education Role (only if/when applicable):**

- Will cover costs of special education teacher (not to exceed \$2,000 /student/year)
- Will cover costs of special education support services (such as speech, physical and/or occupational therapy) and assessments (initial and 3 year) for all 504 and special education services.

### **School Oversight for State Test Administration:**

- Ensure all state tests are administered by Contractor according to state policy
- Ensure all students are assigned to and take the proper test based on the schedule of courses in SIS
- Record all state test results in the State Portal

### **Curriculum Provider /Instructional Role / Program Coordination:**

- Ensure all students are provided curriculum that maps to the State Core Standards by subject area and by grade level in areas of reading/language arts, math, social studies, and science.
- Provide parents a wide variety of approved, secular supporting curriculum choices and assist them in designing a personalized education plan for every child based on the unique academic, emotional, and physical needs of each child
  - Examples include book-based curricula, online classes (live and self-paced), co-groups, MakerSpace workshops, and local community resources.

### **Financial Terms:**

- **Fees, Invoicing and Payment.** For the Services provided, the Oneida School District (OSD) shall pay Contractor at the amounts set forth hereafter for each Unit in the Program. Units are defined as:

- each group of forty (40) kindergarten students;
- each group of twenty (20) - 1<sup>st</sup> - 3<sup>rd</sup> grade students;
- each group of twenty-three (23) 4<sup>th</sup> – 6<sup>th</sup> grade students;
- each group of sixteen (16); 7<sup>th</sup> – 8<sup>th</sup> grade students; and
- each group of fourteen and a half (14.5) - special education students.

For each Unit the District shall pay \$41,685. per Teacher Unit and \$26,390. per Discretionary Unit (\$68,075) Per Support Unit) minus 10%. The district will be entitled to not less than 10% of the amount.

- In the case of Special Education Units, the district will not collect 10% from funding for those students. The remaining amount of funding, after costs are taken out, will be retained by Contractor. (Example: approximately \$4,586 Per sped student - Minus \$2,000 (teacher costs) for that student and any additional costs for testing and services (approximately \$2,000.) At the end of the year we will reconcile the exact related and testing costs for special education and 504 students. Contractor will be responsible for any additional amount. If the amount retained for SPED testing / services is not fully spent at the end of the year, then School will provide Contractor a reimbursement for the remaining amount.
- For students who enroll part-time in a public school (this would be more likely for 7-8<sup>th</sup> grade students) the district will only receive a portion of their unit value from the state. That reduction funding will be passed on to Contractor at the same amount.
- Contractor y and School will work together to resolve any matters related to employees and their contracts.
- Contractor will be responsible to train and monitor the quality of the virtual teachers who the School has hired. Contractor will work with School as to whether employment of School employees serving in the program will continue to serve or be terminated.

## Exhibit A-Description of Services and Responsibilities

### Oneida School District #351 Staff Responsibilities:

#### School Registrar Role:

- Receive complete Student Enrollment Packets provided by Contractor prior to the start of each enrollment count date by the State:
  - Verify Immunization Records are complete
  - Verify Proof of Residency is accurate
  - Verify Birth Certificate exists and student age is eligible (i.e. ages 5-13)
  - Verify all Parent / Guardian information is provided
- Enter all Student / Parent information into Student Information System (SIS) with assistance available from Contractor, upon request
- Review and approve that all student schedules provided by Contractor meet minimum state requirements for student membership
- Enter all student courses provided by Contractor into SIS with proper state code
- Assign Pass / Fail grades in SIS each semester based on state-certified teacher reports provided by Contractor
- Maintain official public school transcript for all students

#### School Special Education Role (only if/when applicable):

- Review all past and current IEPs on file for all students
- 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

#### School Oversight for State Test Administration:

- Ensure all state tests are administered by Contractor according to state policy
- Record all state test results in the State Portal

#### Administrative /Instructional Oversight:

- 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 Core Curriculum resources map to the State Core Standards
- Confirm Teaching Credentials of all teachers to ensure all licensure requirements are met
- Ensure proper fingerprint and background checks are on file (as needed)
- 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

#### Program Support

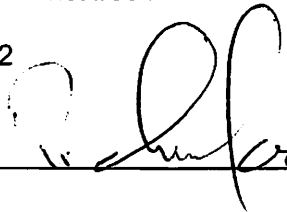
- Provide a state-certified teacher and technology to support, instruct and assist every student on a weekly basis
- Maintain documentation of required fingerprint and background checks for anyone with significant unsupervised access to students
- Provide Pass / Fail grade reports to School each semester
- Based on weekly attendance requirements and reports, notify School of any student out of compliance with the continuing membership policy
- As needed, attend any IEP Review meetings hosted by School
- Meet with Contractor Staff regularly to ensure program continues to remain compliant with State Constitution, Statute, and Board Rules

15. MODIFICATION. Any Modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and expressly agreed to by both parties.

16. TIME IS OF THE ESSENCE. Time is of the essence in all provisions of this Agreement.

Oneida School District #351  
25 E. 50 S.  
Malad, ID 83252

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



Date: June 13, 2018

Tech Trep Academy, Inc.  
654 North 800 East, #424  
Spanish Fork UT 84660

Signed: \_\_\_\_\_  
CEO Tech Trep Academy, Inc.



Date: 12 June 2018