

Educational Services Agreement

This AGREEMENT ("Agreement") is made and entered into by and between **Hagerman Joint School District** ("HJSD") and **Venture Upward, LLC** ("VENTURE"), a Wyoming limited liability company as of the date signed by the Parties below.

1. Definitions.

- a. Applicable law: Defined as the law of the State of Idaho and all applicable Federal laws, rules, regulations relating to or to which HJSD is subject.
- b. Fiscal or Academic Year: July 1st through June 30th.
- c. Program: The services for students taking independent learning courses and/or services provided by VENTURE as identified in this Agreement.
- d. State: Idaho.

2. Description of program services and responsible party

- a. Student Recruitment. VENTURE will recruit independent learning students to HJSD to enroll in HJSD's Hagerman Joint Virtual School (HJVS) who will use the VENTURE Program and curriculum. The final enrollment number at the end of the specified enrollment date set by VENTURE may fill any vacancies that arise throughout the course of the school year with newly enrolled students, not to exceed the maximum allowed number of students based on the original enrollment number.
- b. Registration.
 - i. HJSD will collect and maintain all student registration information and required documentation via online HJSD enrollment process.
 - ii. HJSD will specify the enrollment closing date for HJVS.
 - iii. VENTURE will follow up with all HJVS enrolling families to ensure the entire registration process is complete prior to the close of open enrollment.
 - iv. Student Information System. HJSD will enter and maintain HJSD student data into its student information system OR provide access for VENTURE staff to enter HJSD data into the district student information program. The confidentiality of student data shall be protected in accordance with the Family Education Rights and Privacy Act ("FERPA") and Idaho Code § 33-33 (Student Data – Use and Limitations).

c. Curriculum.

- i. VENTURE will provide Idaho Standard and/or Core Standard aligned curriculum to all enrolled students via online curriculum and/or printed materials. VENTURE will coordinate with HJSD to determine which classes are required for what grade levels.
- ii. VENTURE will provide resources for families/students to supplement, enhance, and enable the instruction of students in the program. Such resources may be allowed for: technology for educational purposes, internet access cost reimbursement, educational subscriptions, family and individual memberships for museums/gyms/other institutions providing elective or core educational enrichment, private music/P.E./tutoring/art/etc. lessons and required equipment, educational supplies, manipulatives, non-religious based curriculum, science experiment kits and supplies, educational games, art supplies, P.E. equipment, and musical instruments, subject to restrictions identified hereafter. Funding may NOT be used for large P.E. items not generally provided in a public school setting such as bicycles, full-sized trampolines, basketball hoops, scooters, skateboards, etc.; clothing; uniforms; shoes other than activity-specific required equipment for enrolled lessons and courses; furniture; gaming consoles; specialized gaming technology (keyboards, mouse controllers, headsets marketed for gaming); animals or animal care supplies; food; musical instruments not generally provided in a public school setting such as full size pianos (keyboards are approved). Anything neither strictly prohibited nor allowed via this list MUST receive special approval on an individual basis by the staff of VENTURE.

d. Elective Courses.

- i. VENTURE will provide weekly in-person classes to meet elective requirements through Venture School, a secular private school. All students enrolled in the program will be required to participate in these weekly classes. VENTURE will also provide optional bi-weekly tutoring/study hours to support and help students in core courses. Students may alternately select the subscription box alternative option in place of the Venture School option where personal circumstances would make participation on the weekly program unduly inconvenient or undesirable. Students in grades 6-8 may also choose two online elective courses in place of the Venture School onsite program.
- ii. Students in grades 9-12 will complete their elective requirements through online courses. The high school onsite program will be optional for these students.

e. Mentoring. VENTURE will monitor student progress, coordinate assignment of course percentages and grades, track student attendance (activity) and membership, and

communicate with families.

f. Teacher of Record (TOR).

- i. A K-8 TOR assigned by Venture and approved by HJSD will review and approve student educational plans, participate in 504 and IEP meetings with HJVS principal, generate progress reports, assign final grades, enter grades into HJSD's student information system, offer educational support and guidance as needed to individual students and families.
- ii. HJSD will provide certified teachers to oversee the instruction of high school students. Venture will provide mentors to support and guide students through their courses.

g. Assessment and Testing.

- i. VENTURE will coordinate, schedule, prepare, and assess students for required testing; and, where permitted, administer state and HJSD required academic tests.
- ii. HJSD and Venture will coordinate based on the location of students to provide facilities and technology for required testing of students.

h. Transcripts, Cumulative Files, Grade Report Requests. HJSD will obtain, store, and manage student transcripts and respond to student/family requests for student grade reports.

i. Special Education. HJSD will provide special education and 504 services to enrolled students who do or may qualify for these services in accordance with federal and state requirements. VENTURE will adjust assignments and curriculum in compliance with 504 and IEP plans. VENTURE will provide updates on SPED students to HJSD.

j. Progress Reporting. VENTURE will provide periodic reports of student progress, attendance, formative grades, and academic testing. VENTURE will have contact with HJSD at least once monthly via face to face meeting, virtual meeting, phone call, text, or email to provide an update on HJSD students, progress, and the program.

k. Final Grades. VENTURE will give all grading and attendance information to TOR. TOR will determine and enter final grades into HJSD's student information system. VENTURE will provide virtual report cards to all students at the end of each semester. HJSD will print and mail out final report cards at the end of the second semester.

- I. Student Discipline. Students in the program shall be subject to the HJSD student code of conduct and HJSD policy. HJSD will take lead on student discipline and VENTURE will follow the lead and instructions provided by HJSD.

3. Term, Renewal, and Effective Date

- a. Effective Date. This agreement shall commence July 1st, 2020 for the 2020-2021 academic year, terminating on June 30, 2021.
- b. Term and Renewal. This Agreement shall be for a term of one academic year (July through June) and will automatically renew for successive additional terms of one academic year each if not otherwise terminated by either party by written notification of intent to terminate. Any such written notification must be given to the other party no later than May 1st of any applicable academic year.

4. Fees, Invoicing, and Payments.

- a. Fee. HJSD agrees to pay VENTURE the following amount per student for the 2020-2021 academic year ("Fee"):
 - i. Curriculum, instruction, elective courses, tutoring sessions, and family resources per grade level as follows:
 1. \$2,250 per K student per year
 2. \$3,400 per 1-5 grade student per year
 3. \$3,700 per 6-8 grade student per year
 4. \$3,400 per 9-12 grade student per year
 - ii. Rate per single course for grades 6-12 for credit recovery, core courses, and elective courses is \$200 per semester.
 - iii. Special Education: HJSD will be responsible for the cost of special education services (such as speech, physical and/or occupational therapy) and assessments (initial and 3 year) for all 504 and special education services.
- b. Invoicing. VENTURE will invoice HJSD monthly beginning August 31st for all students registered as of the last day of the month. The invoice will be sent directly to the AP department

by the last business day of each month. The amount invoiced per student will be the annual fee prorated over the number of months to be billed. For example, a student in Grade 2 who registers in August will be invoiced at the rate of \$425 per month for August 31st-April 30 (8 months).

i. The fee for any student who leaves the program before the end of the first semester will be prorated for the number of months in the program. Any resulting overpayment will be refunded to HJSD.

c. Payment. HJSD agrees to pay invoices within 30 days of the invoice date for which services are billed. Venture Upward understands that the HJSD school board must approve the monthly expenditure at their monthly board meeting. If there are unforeseen circumstances that delay the monthly board meeting, then communication between HJSD and VENTURE will ensue and an acceptable and reasonable agreement will be decided and agreed upon by both parties for the month in question.

Late payments shall incur late fees of 10% per annum following Idaho code for the allowable late days after the due date until the date payment is received.

5. Geographic Area

a. The program is restricted to the geographic area known as the State of Idaho.

6. VENTURE Responsibilities. In addition to and in performance of the services to be provided by VENTURE in Section 2 hereof, VENTURE shall have the following responsibilities:

a. Expenses. VENTURE is solely responsible for the expenses of its services and responsibilities in the Program as identified in Section 2 hereof.

b. Employment of Personnel. VENTURE is solely responsible to recruit, hire, employ and supervise teachers, instructors, staff and other professionals, as needed, to perform its responsibilities under this Agreement.

c. Provision of Authority to HJSD. VENTURE has provided and will provide HJSD with all authority and access necessary for HJSD to undertake its responsibilities, duties, and obligations required by this Agreement.

d. General. Services will be provided to the extent deemed necessary and appropriate by

VENTURE in its professional judgement and discretion to satisfy the requirements of Applicable Law, policies of the State Board of Education and HJSD's policies.

e. Confidentiality of Records. VENTURE will maintain the confidentiality of personnel, student and other records in accordance with the requirements of Applicable Law.

i. The Parties agree that student data, including but not limited to Personally Identifiable Information, as defined by the Family Education Right to Privacy Act ("FERPA") (20 U.S.C. § 1232g) and Idaho's Student Data Accessibility and Accountability Act of 2014 ("Data Accountability Act") is confidential and cannot be disclosed to any third party without the written consent of the student's parent or guardian, unless otherwise authorized by FERPA and Idaho's Data Accountability Act. Accordingly, VENTURE understands and agrees that access to student data shall be restricted to authorized VENTURE employees who are required to access the data in order to properly perform their job functions.

VENTURE agrees that it will develop, acquire and implement effective and appropriate measures and devices to ensure administrative security, physical security and logical security to prevent a data breach or other unauthorized student data disclosure.

VENTURE is authorized to use aggregated student data for secondary uses; however, if any individual student data is used, the Vendor must obtain valid, written consent before any such secondary use.

VENTURE's secondary use of student data is further limited as follows: Prior to any secondary use of student data, for uses including but not limited to sales, marketing or advertising, the Board must first obtain written consent from the parents/guardians to allow such secondary uses as a prerequisite to the VENTURE's provision of these services to HJSD under this contract.

To the extent VENTURE's services include databases, online services, student assessment or instructional support that include student data, VENTURE agrees to comply with all the limitations set forth in this paragraph and further agrees that it will destroy all such student data within thirty (30) days of service or use, and that VENTURE understands it may be penalized for non-compliance with the provisions of this paragraph pursuant to and in accordance with Idaho Code § 33-133(3)(b), (f) which provides:

Any person determined, in either a civil enforcement action initiated by the board or initiated by the department or in a court action initiated by an injured party, to have violated a provision of this section or any rule promulgated pursuant to this section shall be liable for a

civil penalty not to exceed fifty thousand dollars (\$50,000) per violation.

- f. **Licensure and Other State Requirements.** Except as otherwise provided in this Agreement, all personnel performing educational services for VENTURE on behalf of students registered at HJSD must comply with all applicable licensure and other requirements of the State and any regulations promulgated thereunder applicable to persons who perform such services.

7. HJSD Responsibilities. In addition to and in performance of the services to be provided by HJSD in Section 2 hereof, HJSD shall bear the following responsibilities:

- a. **Expenses.** School is solely responsible for the expenses of its services and responsibilities hereunder.
- b. **General Oversight.** School is responsible for monitoring VENTURE's performance under, and compliance with, the terms of this agreement and for overseeing VENTURE's implementation of procedures consistent with applicable HJSD policies.
- c. **Compliance with Applicable Law.** School will perform its obligations hereunder in a manner consistent with the requirements of applicable law, policies of the State Board of Education, and the HJSD policies.

8. Relationship of the Parties. VENTURE is not a division or any part of the HJSD. HJSD is a public body authorized under State law and is not a division or any part of VENTURE. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. VENTURE will operate as an independent contractor to HJSD and will be responsible for delivering the services required by this Agreement. Nothing herein will be construed to create a partnership or joint venture by or between HJSD and VENTURE. Neither party will represent to third parties any ability to bind the other to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing.

9. Proprietary Data. Except for items that are readily available to educational entities or in the public domain, all of the material, methods, lists, curricula, names, processes, technologies, websites, trademarks, trade names and other items, tangible or intangible, registered or unregistered, used by VENTURE in delivery of the program services are the property of VENTURE or used by VENTURE under authority of the legal owner thereof and shall be considered confidential or proprietary information ("Proprietary Information"). Neither HJSD, nor its owners, directors, employees, agents, or affiliates shall have any right or authority to use the Proprietary Information for its own purpose by virtue

of this Agreement, both during or after the termination or expiration of the Agreement.

10. Termination

a. Events of Termination

- i. **Termination for Breach.** Either party may terminate this Agreement at any time for cause with sixty (60) days' prior written notice to the other party. Termination for cause may be

used if a party breaches any material term or fails to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement and fails to cure the same within ninety (90) days after receiving written notification from the terminating party. Upon termination of this Agreement pursuant to this Section 11, the non-breaching party shall be entitled to seek any remedies to which it shall be entitled at law or in equity.

- ii. **Termination Upon Loss of Authority.** This Agreement will terminate immediately upon the termination of HJSD's operating authority.

- iii. **Termination in the Event of Certain Changes in Policies of the State Board of Education or the HJSD.** VENTURE may terminate this Agreement effective immediately upon written notice to HJSD in the event that the State Board of Education or HJSD adopts or amends a policy, in each case without the prior written consent of VENTURE, the effect of which could reasonably be determined to require VENTURE to materially increase the level of services required hereunder or which materially increases the financial risk to VENTURE arising from its performance hereunder.

- iv. **Change in Applicable Law.** If any change in Applicable Law, including but not limited to changes in funding from the State of Idaho to HJSD, enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of either party to carry out its obligations hereunder, such party, upon written notice to the other party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or its effective at a later date), may request renegotiations of this agreement. Such renegotiation will be undertaken in good faith. If the parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then the Parties agree to enter into the process of resolving disputes identified in Section 17 of this Agreement.

b. Effect of Termination or Expiration

- i. Except as otherwise agreed by the parties in writing, termination shall not relieve either party of any obligation for payments due to the other party as of the date of termination

or other obligations that continue upon termination as provided in this Agreement.

- ii. In the event this Agreement is terminated or a breach by VENTURE pursuant to Section 10(a)(i) prior to the end of a given Fiscal Year, the parties shall calculate the Fee as of the end of such Fiscal Year as if this Agreement had not been terminated. The parties shall then prorate those amounts to the date of termination of this Agreement, and HJSD shall pay VENTURE the prorated amount within 30 days of the effective date of termination.
- iii. In the event this Agreement is terminated by HJSD for any reason other than a breach by VENTURE pursuant to Section 10(a)(i) or a change in applicable law pursuant to Section 10(a)(iv) prior to the end of its Term, School shall pay to VENTURE an amount equal to the lesser of the remaining fees that would otherwise be due hereunder through the Term hereof at the then current rates in effect and at the most recent measured enrollment level (October 1 or February 1 or three months' fees at the then current rates and enrollment level in effect. Such amount shall be due and payable within 60 days of the effective date of termination. Late payments shall be subject to interest charges as identified in Section 5(c) above.
- iv. Within thirty (30) days of termination hereof, each party shall return all materials, manuals, lists, files, documents, and equipment provided by and/or belonging to the other party.

11. Limitation on Liability. Except in connection with its indemnity obligations, neither party shall be liable for any indirect, consequential, exemplary, incidental, special, or punitive damages including without limitation lost savings, lost funding, lost revenues, lost sales, lost profits, lost opportunity costs, business interruptions, delay damages, damages for third party claims, lost or destroyed data, or any other economic loss, of any type or nature for events or circumstances beyond the party's control, even if the party has been advised of the possibility of such damage or loss.

12. Assignment. Except as otherwise provided in this Agreement, neither party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other party. Except as prohibited by Applicable Law, VENTURE may assign all of its rights and obligations under the Agreement to any person or entity that controls VENTURE, is controlled by VENTURE, or is under common control with VENTURE or to any successor in interest that acquires all or substantially all of the assets of VENTURE (individually and collectively "Affiliate"). VENTURE, upon notice to HJSD, may delegate the performance of its duties hereunder to any person or entity but shall remain responsible for the performance, in accordance with the terms of this Agreement, of any services performed by its delegates, except notice shall not be required when VENTURE delegates its obligation to provide materials or curricula to third parties in the normal course of business.

13. Indemnity. The party charged with indemnifying and/or defending under this Section 13

(The "Indemnifying Party") shall conduct the defense in any such third party action arising as described herein and the party claiming the benefits of this Section 13 (the "Indemnified Party") promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the Indemnified Party shall require such Indemnified party's prior written consent.

a. Indemnification of HJSD. VENTURE agrees to indemnify, defend, and save and hold HJSD and its employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a "Claim") that may arise out of, or by reason of, any (a) breach of any representation or warranty, covenant or agreement made or to be performed by VENTURE pursuant to this Agreement, (b) noncompliance by VENTURE with any Applicable Law in connection with HJSD's operation, but excluding any Claims that arise from conduct undertaken in accordance with the written policies of the State Board of Education, except where such instructions arise from and are in accordance with specific advice or explicit recommendations provided by VENTURE, and (c) act or omission of VENTURE or any of its employees, officers, directors, trustees, subcontractors, or agents in connection with its performances, limitations and obligations hereunder that results in injury, death, or loss to person or property except to the extent any Claim arises out of actions or omissions of HJSD.

b. Indemnification of VENTURE. HJSD agrees to indemnify, defend, save and hold VENTURE and each Affiliate of VENTURE, and all of their respective employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against and all Claims that may arise of, or by reason of, any (a) breach of any representation or warranty, covenant or agreement made or to be performed by HJSD pursuant to this Agreement, (b) noncompliance by School with any Applicable Law in connection with HJSD's operations, and (c) act or omission of HJSD of any of its employees, officers, directors, trustees, subcontractors, or agents in connection with TFSD's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of VENTURE.

c. Insurance. Each party shall carry appropriate insurance, including general liability, with minimum coverages and limits as required from time to time for governmental/quasi-governmental entities (currently \$1,000,000 per occurrence/\$3,000,000 aggregate) and workers compensation coverage in amounts no less than required by law.

14. Representations and Warranties.

a. Representations and Warranties of VENTURE. VENTURE hereby represents and warrants to HJSD

- i. Organization and Good Standing. VENTURE is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Wyoming.**
- ii. Authorized to Conduct Business. VENTURE is and at all times shall be registered to do business in the State of Idaho.**
- iii. Compliance of Educational Products and Services with Applicable Law. The educational products and services provided by VENTURE in fulfillment of its responsibilities under this Agreement comply with, and shall at all times during the term of this Agreement, comply with Applicable Law, including the standards of curriculum as issued by the State Board of Education.**
- iv. Power and Authority; Authorization; Binding and Enforceable Agreement. VENTURE has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by VENTURE and constitutes the valid and legally binding obligation of VENTURE, enforceable against VENTURE in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.**

b. Representations and Warranties of HJSD. HJSD hereby represents and warrants to VENTURE:

- i. Hagerman Joint School District is a public school in the State of Idaho.**
- ii. Power and Authority; Authorization; Binding and Enforceable Agreement. HJSD has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by HJSD and constitutes the valid and legally binding obligation of HJSD, enforceable against HJSD in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.**

- iii. Authority Under Applicable Law. HJSD has the authority under Applicable Law (i) to contract with a corporate entity to perform the Services, (ii) to execute, deliver, and perform this Agreement and (iii) to incur the obligations provided for under this Agreement.
 - iv. Compliance of Educational Program with Applicable Law. HJSD's educational program complies with, and HJSD will ensure that it will continue to comply with the policies and requirements of the State Board of Education and Applicable Law.
- c. Mutual Warranties. Each party warrants to the other that, to its knowledge, there are no current pending or threatened actions, claims, suits, or proceedings which if adversely determined would have a material adverse effect on its ability to perform its obligations under this Agreement.

15. Coordination; Exercise of Approval or Consent Rights.

- a. Coordination and Consultation. The parties will coordinate the performance of their respective services and responsibilities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its obligations and exercise its rights under this agreement.
- b. Approval or Consent Rights. In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consent or approval or making any requests of the other party, each party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgement" or "its sole discretion," or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the parties will or may agree as to certain matters, each party will have the right to agree or disagree in its sole discretion following good faith discussions.

16. Force Majeure. Notwithstanding any other sections of this Agreement, no party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, internet outage, quarantine or other state or federal action in response to a pandemic/epidemic, or other act beyond its reasonable control and unrelated to its fault or negligence.

17. Governing Law. This Agreement, its construction, and the determination of any rights duties,

and remedies of the parties arising out of or relating to this Agreement, will be governed by the laws of the State of Idaho without regard to its conflict of laws provisions.

18. Entire Agreement. This Agreement, including any Addendum and/or Exhibit hereto (all of which constitute part of this Agreement), constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous oral and written, and all contemporaneous oral negotiations, commitments, agreements and understanding relating hereto.

19. Counterparts, Facsimile Transmissions. This Agreement may be executed in counterparts, each

of which will be deemed an original, but both of which will constitute one and the same instrument. Each party may rely on facsimile signature pages or electronic signatures as if such facsimile pages and electronic signatures were originals.

20. Notices. All notices and other communications required by the terms of this Agreement will be in

writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addresses). Notice may be given by (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight carrier, postage prepaid, (iii) facsimile (with confirmation of transmission by sender's facsimile machine), or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) two days after mailing as described in clauses (i) and (ii) of the foregoing sentence, (ii) on the date of personal delivery or (iii) on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the next succeeding business day). Electronic mail does not constitute an official notice under this Agreement. The addresses of the parties are:

For VENTURE:

30 N Gould St, Ste R
Sheridan, WY 82801

For HJSD:

150 E Lake St W
Hagerman, ID 83332

21. Amendment. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the parties.

22. Waiver. No waiver of any provision of this Agreement will be effective unless in writing.

23. Interpretation. The parties acknowledge and agree that the terms and provisions of this

Agreement will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

By signing below, the Parties acknowledge that they have read and understood and agree to be bound by all terms and conditions of this Agreement, as well as other applicable agreements or policies which are incorporated therein by reference. The signers hereof represent that each is a duly authorized officer, partner or principal with full authority to enter into this Agreement.

Signed this 27th day of July, 2020.

Venture Upward, L.L.C.:
District:

Hagerman Joint School



Authorized Signature Authorized Signature

Gary L. Adams

Printed Name Printed Name

President

Title



Authorized Signature Authorized Signature

Dr. Vin R. Brown

Printed Name Printed Name

SUPERINTENDENT

Title