

Red Oak Community School District
604 S Broadway
Red Oak, Iowa 51566
712.623.6600
www.redoakschooldistrict.com

Special Board of Directors Meeting

VIA Internet and Telephone
GoToMeeting Link: <https://meet.goto.com/503212221>

Thursday, March 6, 2025 – 7:30 a.m.

Agenda

- 1.0 Call to Order – Board of Directors President Bret Blackman
- 2.0 Roll Call – Board of Directors Secretary Heidi Harris
- 3.0 Approval of the Agenda – President Brent Blackman
- 4.0 Consent Agenda
 - 4.1 Personnel Considerations
 - 4.1.1 Issuing Roger Vannausdle a Lead Maintenance Technician Supplemental Stipend (\$8,000) Effective February 17, 2025
 - 4.1.2 Hiring of Kya Torres as Paraprofessional at Jr Sr High School
 - 4.1.3 Hiring of Reagan Nissen-Eubank as Paraprofessional at Jr Sr High School
 - 4.1.4 Resignation of Michael Nordeen as Head Bowling Coach at Jr-Sr High School Effective at the End of 2024-2025 School Year
 - 4.1.5 Resignation of Michael Nordeen as Head Football Coach at the Jr-Sr High School Effective at the End of 2024-2025 School Year
 - 4.2 Out of State Trips
 - 4.2.1 Third Grade Students to Travel to Omaha, NE to Visit the Durham Museum, on April 23, 2025
 - 4.2.2 Sixth Grade Students to Travel to Omaha, NE to attend the Kiewit Luminarium, on April 17, 2025
 - 4.2.3 High School Track Team to Travel to Maryville, MO to Compete in the Northwest Missouri Indoor Track Meet, on March 22, 2025
- 5.0 General Business for the Board of Directors
 - 5.1 New Business
 - 5.1.1 Discussion/Approval of Contracting with Stellar Virtual to Launch a Statewide K-12 Virtual Academy
 - 5.2.2 Discussion/Approval of Purchasing Math Intervention Materials Relating to ESSA School Improvement Plans (\$12,808.26)
- 6.0 Next Board of Directors Meeting:
 - Thursday, March 20, 2025 – 5:30pm
 - Red Oak Virtual Learning Center
 - Red Oak Jr/Sr High
- 9.0 Adjournment



Sales Order Quote

Quote Number **Q-34920** Quote Date *2/19/2025*
 Customer Name *Red Oak Community School District* Expiration Date *8/19/2025*
 Customer Number *0600587*

Bill To Name *Red Oak Community School District* Ship To Name *Red Oak Community School District*
 Bill To *2011 N 8th St* Ship To *2011 N 8th St*
Red Oak *Red Oak*
IA *IA*
51566-1372 *51566-1372*
US *US*

Contact Name *Leanne Fluckey*
 Email *fluckeyl@redoakschools.org*
 Phone *712-623-6610 ext. 4008*

Product Code	Product	Quantity	Sales Price	Discount	Total Price
3BINTS1	Bridges Intervention Set 1	5	\$1,100.00	10%	\$4,950.00
2BINTS1RNI	Bridges Intervention Set 1 Required Not Included (RNI) Boxed Set	5	\$155.00		\$775.00
3BINTS2	Bridges Intervention Set 2	5	\$1,100.00	10%	\$4,950.00
2BINTS2RNI	Bridges Intervention Set 2 Required Not Included (RNI) Boxed Set	5	\$145.00		\$725.00
RR18200	Demonstration Number Rack	1	\$36.00		\$36.00
D65	Six Sided Dice, One Color, (qty 5)	3	\$1.50		\$4.50
DNUM6055	Numbered Dice, 0 - 5, (qty 5)	3	\$3.00		\$9.00
M300	Game Markers	1	\$6.00		\$6.00
GBC	Geoboard, Standard	8	\$3.25		\$26.00
CPL	Coins, Plastic	4	\$5.00		\$20.00
SPOH15	Spinner Overlays (qty 15)	1	\$25.00		\$25.00
PDS	Polydron Squares	1	\$37.00		\$37.00
RRNRS10	Student Number Rack Kit	3	\$10.00		\$30.00
PDT	Polydron Triangles	1	\$37.00		\$37.00
WPPC	Work Place Pocket Chart	1	\$40.00		\$40.00

Product Code	Product	Quantity	Sales Price	Discount	Total Price
BC	Bean Counters	1	\$10.00		\$10.00
CCPC	Calendar Collector Pocket Chart	1	\$16.00		\$16.00
LCGPC	Large Calendar Grid Pocket Chart	1	\$40.00		\$40.00
S1000	Standard Craft Sticks	1	\$12.00		\$12.00
GEOS3NC	Geoblocks Set III	1	\$9.00		\$9.00
MYSOON	Mystery Container	1	\$6.00		\$6.00
D45NUM	Numbered Dice Collection, (qty 6)	1	\$4.00		\$4.00
NLPC2	Number Line Pocket Chart	1	\$25.00		\$25.00
OMSC	Our Month in School Chart	1	\$22.00		\$22.00
PLINKS	Plastic Links	1	\$6.00		\$6.00
SPOHS	Spinner Overlay	1	\$2.00		\$2.00
PDS	Polydron Squares	1	\$37.00		\$37.00
Subtotal:					\$11,859.50

Shipping & Taxes

Total Amount:	\$11,859.50
Shipping Fee:	\$948.76
Taxes:	\$0.00
NET TOTAL:	\$12,808.26

As of January 30, 2023, our shipping/handling fees have changed.

- A standard shipping/handling fee of 11% is applied to the order total.
- The shipping and handling fee is reduced to 8% for purchase orders paid by check or ACH.
- All orders are subject to a minimum \$10 fee.

Please note: above quote does not reflect taxes that may be incurred on freight. This will be included in your final invoices.

Bridges Educator Site

One license to the Bridges Educator Site is included with the purchase of each Bridges or Number Corner classroom package or Bridges Intervention set. Subject to the terms of use, the license does not expire as long as the program(s) are in use at the school or district. Additionally, one free site license is provided per account.

Bridges Educator Site (License Purchase Only)

Subject to the terms of use, the license does not expire as long as the program(s) are in use at the school or district.

**STELLAR VIRTUAL
VIRTUAL LEARNING PROGRAMS AGREEMENT**

Customer Name: Red Oak Community School District

Contact Person: Ron Lorenz

Phone Number: 712-623-6600

Email Address: lorenzr@redoakschools.org

Effective Date: March 6, 2025

Expiration Date: June 30, 2028

I. BACKGROUND

Red Oak Community School District is a school district located in Red Oak, Iowa and authorized under the laws of state of Iowa (“State”) to operate a kindergarten through grade 12 state-wide virtual school (“School”) as a campus of the school district (“Customer”). Omni Group Iowa, LLC, doing business as Stellar Virtual Iowa (hereafter “Stellar Virtual”), is knowledgeable and experienced, managing and operating state-wide virtual schools serving grades Kindergarten through 12. Customer is contracting with Stellar Virtual to manage and operate the School under Customer’s supervision pursuant to the terms of this Virtual Learning Programs Agreement (“Agreement”). As the School operator, Stellar Virtual will be responsible for developing and implementing a virtual education program that meets all applicable federal and state laws and regulations (“Education Program”); to provide all administrative and back-office capabilities necessary and appropriate to the operation of a regulatory compliant school; and to provide reports to Customer covering the topics Customer reasonably requests and Stellar Virtual agrees to provide. The rights and responsibilities of Customer and Stellar Virtual with respect to the management and operation of the School are set forth below.

II. HIGH LEVEL AGREEMENT TERMS

1. Term: This Agreement term shall be for a period of three (3) consecutive school years, commencing on the Effective Date noted above. The inaugural school year of the School will be the 2025-2026 school year; the final school year of the Term shall be the 2027-2028 school year, with an expiration date of June 30, 2028. Thereafter, it shall automatically renew for a renewal term equal to two (2) consecutive school years (“Renewal Term”) until such time as one party informs the other party of its intent not to renew. Notices of non-renewal must be in writing, delivered to the other Party by no later than November 30 of the academic year immediately preceding the Term expiration date. Notices of non-renewal shall include reasons for the decision to not renew,

including intent to renegotiate the terms of this Agreement. The initial Term and each Renewal Term shall be referenced interchangeably throughout this Agreement as “Term”. For each Renewal Term, the effective date will automatically become July 1 of the year of renewal and be referenced herein also as the “Effective Date” and the expiration date will be June 30 two (2) years hence. In the event Iowa approval of the Education Program is not received with sufficient time to market the School for the 2025-2026 school year, the 2025-2026 school year will be treated as a planning year; the inaugural school year shall be the 2026-2027 school year and the expiration date of the Term shall be June 30, 2029, with the final school year of the Term being the 2028-2029 school year. In the event the parties agree to a planning year, Customer shall be paid a stipend of \$10,000 to cover incidental costs incurred during the planning year.

2. Education Program: Stellar Virtual shall provide an educational program designed to advance Students’ mastery of each course in a developmentally appropriate manner (“Education Program”). The Education Program will meet state and federal standards and will be delivered in a regulatory-compliant manner, including Customer’s adopted policies applicable to the School. Access to the Education Program, including instructional content, as well as teacher engagement and instruction, shall be primarily through Stellar Virtual’s internet-based education platform, which meets or exceeds industry data protection and data privacy standards and includes the education management system and student information system (“Technology Platform”).
3. Enrollment Cap: The enrollment for the School shall be at a number that does not exceed State law. Thereafter, Stellar Virtual, shall be responsible for setting enrollment caps, based on what it believes to be in the best interest of the School. To the extent permitted by law, Stellar Virtual imposed enrollment caps may be for the School, specific grades, and/or sub-populations, and may change from year to year.
4. School Staff Employment: As the School operator, Stellar Virtual shall be responsible for employing and supervising the School’s administrative and teaching staff. All School staff shall be required to possess the proper credentials and meet all applicable legal requirements for the role they are employed to fill. Stellar Virtual acknowledges that as the employer of School Staff, it shall be solely and legally responsible for their conduct. Any concerns Customer has with respect to any member of School Staff will be addressed directly with Stellar Virtual and Customer assures Stellar Virtual it will not interfere in the employer / employee relationship with respect to School staff.
5. Stellar Virtual Operated Schools: Customer acknowledges Stellar Virtual operates state-wide K-12 publicly funded virtual schools in other states and intends to operate additional K-12 publicly funded virtual schools, as demand permits in State. In the event Stellar Virtual is presented with the opportunity to operate one or more additional publicly funded state-wide virtual schools, Stellar Virtual is free to pursue those opportunities. Subject to a nondisclosure agreement entered into by and between Stellar Virtual and Customer, Stellar Virtual shall inform Customer of its intent to operate an additional publicly funded state-wide virtual school prior to entering into any contract to do so. Stellar Virtual may execute a shared service agreement between those schools and Stellar Virtual.

III. EDUCATION PROGRAM COMPONENTS

1. Overview: The Education Program is delivered asynchronously and includes scheduled Live Lessons, Live Tutoring options, and office hours. The Education Program affords students and families the flexible scheduling they desire while meeting or exceeding State standards and best practices, such as administering formative and summative assessments and staff-led wraparound services to ensure each Student is supported academically.
2. Curriculum: The curriculum (“Curriculum”) allows students to progress at their own pace. All Courses are designed to permit Students to complete the Course and meet State standards prior to the conclusion of the semester or school year, as the case may be. The Stellar Virtual curriculum includes access to
 - a. Stellar Virtual’s K-12 standard Course offerings, access to one-on-one engagement with certified teachers, teacher-directed extended learning activities, and Student and Family learning resources designed to support Students.
 - b. Online access to Stellar Virtual’s standard instructional materials (“Instructional Materials”). Instructional Materials will be provided in compliance with a Student’s individualized education plan (“IEP”) or 504 Plan when available.
3. Technology Platform. The Technology Platform provides Students, Families, Learning Coaches, teachers and administrative staff with access to the Education Program, including Live Lessons, Instructional Materials, calendar, face to face engagement opportunities, etc.
4. Testing and Assessments. Provide administration of benchmark assessments and all State-required testing. To the extent Data from benchmark assessments and State testing (“Testing Data”) is stored on Stellar Virtual controlled servers, Stellar Virtual is the owner of that Testing Data but has an obligation to de-identify the Testing Data prior to internal or external use. To the extent Testing Data is under the control of Customer, Customer will share the Testing Data with Stellar Virtual in a de-identified format that meets Stellar Virtual’s reasonable requirements. Once shared, Testing Data will be the sole property of Stellar Virtual.
5. Counseling and Related Services: Except as otherwise provided for in Article VIII, Customer Responsibilities, provide Related Services, academic counseling, crisis counseling, college and career counseling, as required to meet state regulatory requirements.
6. Special Population Services: Provide all required special population services to comply with the requirements of the Individuals with Disabilities Education Improvement Act of 2004 (“IDEA”), 20 U.S.C. §§ 1400-1482; Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794; the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12101–12213; and any and all state and federal regulations. Stellar Virtual shall be responsible for developing special population protocols that will govern the delivery of special education services. Special population services shall include:
 - a. assistive technology for eligible students;
 - b. oral and written English translations for limited English proficient caretakers in their native language in accordance with state and federal law;

- c. providing related service providers for therapies, evaluations, closed captioning, consulting for vision and hearing impaired.

Additional Programs. To the extent permitted by State law and agreed to by Customer, Stellar Virtual may, but is not obligated to, implement additional program options, such as Career Technical Education, graduation rate recovery programs, extended year, and accelerated options. Stellar Virtual shall inform Customer of its intent to do so prior to any implementation; provide Customer with available information regarding the additional program(s) to be implemented and address any questions or concerns raised by Customer regarding the implementation plan and/or the additional program(s) being added to the Educational Program.

IV. EMPLOYMENT AND STAFFING/COMPLIANCE

1. Employer – Stellar Virtual is the employer of all School administrative, teaching and ancillary support staff (“School Staff”) and is solely responsible for day to day supervision of all School Staff.
 - a. The Customer may, at any time, request that Stellar Virtual commence an investigation into and take action to address any complaints or concerns regarding the performance or conduct of any member of School Staff and shall discuss with Customer the outcome of any such investigation, including action taken, within the bounds of applicable law.
 - b. School Staff may be full-time dedicated resources to the School or part-time resources, including possible third-party contractors, based on the School’s enrollment and other factors.
 - c. School Staff shall be licensed and/or credentialed in accordance with applicable law.
2. Compliance Services
 - a. Provide school-related compliance support including: policy creation health, safety and emergency preparedness; research and guidance on course and credential alignment and tracking; and school risk management and tracking services.
 - b. Perform criminal background checks and fingerprinting on School Staff in compliance with State law and maintain documentary evidence of such background checks and fingerprinting.
3. Handbooks. Develop and maintain a school handbook that shall meet any applicable State and/or federal regulatory requirements, as well as Customer adopted policies that are applicable to the School.
4. Health and Safety. Develop all relevant and legally required training and policies related to the following standards regarding health and safety:
 - a. Reporting child abuse or neglect where there is reasonable basis for suspecting such abuse or neglect is occurring,
 - b. Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco on District property and at school sponsored events;
 - c. Adopting policies prohibiting bullying, sexual harassment, harassment, and other behaviors prohibited under applicable law; and
 - d. Complying with all state immunization laws.

Facilitation of Customer Oversight Responsibilities. Pursuant to the terms of this Agreement, and as a part of the Stellar Virtual fee for the Education Program and Stellar Virtual responsibilities, Stellar Virtual shall make key personnel reasonably available for advisement, training and consultation (collectively “Advisement”) with Customer’s representatives. Except to the extent otherwise agreed, all costs, including reasonable hospitality and travel related expenses, incurred in connection with Advisement responsibilities, shall be paid out of the fee for Educational Services paid to Stellar Virtual and, therefore, Customer shall not be separately assessed for any costs incurred by Stellar Virtual in connection with its Advisement responsibilities. In addition, to the extent Customer incurs attorneys’ fees or other costs related to establishing or overseeing the School, as part of its management fee, Stellar Virtual shall assist in covering such costs in an amount agreed to by the parties.

5. Training. Stellar Virtual will provide all necessary and appropriate training on the Education Program, State and Customer school performance review metrics, and all pertinent requirements of applicable law. If training opportunities require Customer representatives to travel, or other costs associated with such training for which Stellar Virtual states it is responsible, those costs fall under Article III, §5 above.
6. Public Website. Stellar Virtual will maintain a public web site on behalf of the School that will contain or link to any information required by applicable law. The web site, its design, layout and non-School specific content is the exclusive property of Stellar Virtual.

V. ELECTRONIC RECORDS AND DATA

1. Repository of School Records. Stellar Virtual shall carry out the function of repository of electronic Student Records and other electronic School records, including financial records, subject to the access, confidentiality, and privacy requirements of FERPA, the IDEA, Section 504, and other state and federal law. (Student Records and other electronic School records referred to as “Electronic Records”).
 - a. Stellar Virtual acknowledges its obligation to store and maintain all Electronic Records Stellar Virtual holds in its capacity as the School’s repository of Electronic Records in accordance with state, local and federal requirements and consistent with commercially reasonable technical and organizational measures intended to protect against: (i) accidental or unauthorized destruction; (ii) accidental or intentional loss or alteration; or (iii) unauthorized disclosure or access.
 - b. Stellar Virtual will maintain such repository of records for a period of four (4) years following the date of its receipt and/or creation or for such longer period required by law, provided, however, after termination of this Agreement the period of time shall be limited to four (4) years as first noted above.
2. Protection of Student Records. Pursuant to FERPA and any regulations promulgated thereunder, Stellar Virtual, Customer, and the School have certain obligations with regard to maintaining the security, integrity and confidentiality of “education records,” as that term is defined by FERPA (also referred to herein as “Student Records”) in accordance with FERPA, and other applicable laws and regulations. School Staff, Customer, Stellar

Virtual and other third-party service providers having a legitimate educational interest as agents of the School are entitled to access Student Records under FERPA.

3. Confidential Information. Each Party shall maintain the confidentiality of Student Records in accordance with applicable federal and state laws as more fully set forth in Article XII, §10 (Legal Terms).
4. Student/Family Communications. Stellar Virtual may periodically access Student Records for the purpose of contacting Students and families in connection with the Education Program. Unless expressly permitted by law, Stellar Virtual will not access Student Records for the purpose of delivering communications to Students that constitute targeted advertising.
5. Aggregated Data. Data contained within Electronic Records, including corresponding Caretaker and Student data, is the property of the School, Student and/or the Caretaker (“Electronic Information”). Stellar Virtual will not use Electronic Information for any non-school related purpose without obtaining the written permission of the School or the Student or Student's Caretaker (as the case may be). However, Stellar Virtual may De-Identify and aggregate Electronic Information (“Aggregated Data”) for its own purposes. “De-Identify” means permanently removing all identifying characteristics that would enable a third party to determine the identity of any individual. Aggregated Data shall be the sole property of Stellar Virtual. Testing Data is addressed under Article III, §4.

VI. STUDENT RECRUITMENT

Student Recruitment Campaign. Customer appoints Stellar Virtual as its agent in development and implementation of the Student Recruitment Campaign (“SRC”) to inform potential students, their families, and other interested parties about the Education Program. Customer shall not undertake any independent SRC or other marketing activities. Stellar Virtual is the sole decisionmaker with respect to the SRC. Any methods, processes, collateral, and leads that are obtained, developed and/or used in connection with the SRC is proprietary Stellar Virtual Confidential Information, and is the sole property of Stellar Virtual.

VII. ENROLLMENT

Enrollment and Academic Placement Processing. Stellar Virtual will develop, implement and conduct the School enrollment process on behalf of the Customer, consistent with local, state and federal law, as well as applicable policies adopted by Customer.

1. The Customer appoints Stellar Virtual as the School's agent throughout the enrollment and placement process for purposes of obtaining and delivering information from and to Students and prospective students and their families.
2. Stellar Virtual shall maintain a list of the Students enrolled in the School and shall provide such list to the Customer promptly upon request.
3. Information obtained by Stellar Virtual during the enrollment process remains the property of Stellar Virtual until such time as a potential student completes the enrollment process and becomes a Student of the School.
4. Students shall be permitted to participate in concurrent enrollment programs to the extent permitted by state law and consistent with any concurrent enrollment requirements adopted by the School in consultation with Stellar Virtual.

5. Part-time enrollment will not be permitted unless mutually agreed upon by Stellar Virtual and Customer.
6. Enrollment applicants who are residing within the Red Oak Community School District boundaries must have their application to enroll in the School approved by Customer prior to any enrollment commitment issued by Stellar Virtual.
7. In circumstances where more than one Stellar Virtual operated publicly funded virtual schools operate in the State, Stellar Virtual shall distribute enrollment applications among the schools in an equitable and neutral fashion with the goal of maintaining enrollment parity among all schools, taking into consideration each respective school's stated enrollment goals.

VIII. CUSTOMER RESPONSIBILITIES

1. General. The Customer is responsible for monitoring the Education Program quality and efficacy, collaborating with Stellar Virtual in the delivery of the Education Program when requested, and ensuring the School's financial accountability, as well as adopting any necessary policies to comply with State law in oversight of the School, and overseeing Stellar Virtual's day-to-day support of the School.
2. Invoices. Pay all invoices when due and work in good faith and on an expedited basis to resolve any disputes that may arise regarding any invoice charges.
3. Employment. Customer has delegated responsibility for employing School Staff to Stellar Virtual. Customer agrees that all hiring, disciplining and termination decisions are the sole responsibility of Stellar Virtual and that any concerns regarding any member of School Staff will be directed to the School leader or, if concerns are regarding the School leader, to Stellar Virtual.
4. Related Services. With respect to Students residing within Red Oak Community School District boundaries, Green Hills Area Education Agency and District will provide all Related Services pursuant to that Student's IEP, except as assigned to Stellar Virtual in this Agreement.
5. Special Education Collaboration. While Stellar Virtual is responsible for delivering in a regulatory compliant fashion all special education and rule 504 services, Customer agrees to collaborate with Stellar Virtual to resolve all special education needs.
6. Enrollment. Notify Stellar Virtual promptly regarding the ability of an enrollment applicant residing within Red Oak Community School District boundaries whether that applicant is permitted to enroll in the School.
7. Benchmark Assessment Participation. Support Stellar Virtual, as reasonably requested, in mandating participation in all benchmark assessments as outlined in Article III §4.
8. Standardized Testing Administration. Support Stellar Virtual in administration of all state required testing and other state mandated assessments and make available to Stellar Virtual Customer's testing centers, computers and proctors/monitors for State Standardized Testing, as well as assist Stellar Virtual in identifying and securing state testing centers statewide.
9. Collection of Funds. Except to the extent prohibited by State law, the Customer shall use reasonable efforts in the collection of any amounts that may be properly designated Program Funds that are due from other governmental entities, federal, state and local. In furtherance

thereof, Customer shall execute all forms that are necessary and appropriate to the collection of Program Funds.

10. Technology Platform. Work with Stellar Virtual to faithfully implement the Technology Platform terms of use.
11. Abide by Established Protocols, Policies and Procedures. To the extent not inconsistent with law or Customer adopted policies, the Customer shall abide by all Stellar Virtual established protocols, policies and procedures in connection with the Education Program, including requirements for Course completion (including awarding of transfer credit where applicable), grade attainment and attendance in order to meet minimum requirements for graduation with a School diploma.
12. Diplomas. Grant diplomas based on attainment of minimum requirements for graduation with a School diploma.
13. Regular Meetings. The Customer shall meet regularly with Stellar Virtual to discuss updates related to the School operation and performance, as well as the Parties' relationship.
14. Reports Required by Applicable Law. Customer shall retain ultimate responsibility for all filings and reports required by applicable law. Stellar Virtual shall assist Customer as needed in preparation of all such filings and reports.
15. District Coordinator. The District shall designate one individual who shall serve as District Coordinator and shall be the primary interface with the School Leader and other Stellar staff for the provision of services under this Agreement.

IX. COLLECTION OF FUNDS, PRICING AND PAYMENT TERMS

1. Pricing and Payment Terms:
 - a. Funding Collection. Stellar Virtual shall work with Customer to collect all Program Funding to which the School is entitled to receive, including funding payable by school districts that are resident to enrolled Students. "Program Funding or Program Funds" means all revenue and income generated or appropriated for and received on behalf of Customer that can be attributed to enrollment and or attendance of Students in the School or existence of the School itself. Program Funding includes, but is not limited to, state and local per-pupil basic education funds, all other public school state and local funding, including public virtual school specific funding, emergency funding of any sort and from whatever source (including disaster recovery aid, pandemic or other State or national emergency aid, and authorized emergency funding released retroactively), special education local, state, and/or federal funding; tax benefit or Medicare/Medicaid fees/funding disbursements; tax benefit disbursements; all federal funds specific to the Education Program, Students and/or School; facility funding; free and reduced lunch and transportation funding; all other funds, grants, donations and other revenue sources obtained by Customer or Stellar Virtual that is attributable to Students and/or School, without the existence of which, the Program Funds would not have been received. Iowa State Teacher Leadership and Compensation (TLC) funds are excluded from the definition of Program Funding, one hundred (100%) percent of which Customer shall retain.

- b. Fee for Services. Stellar Virtual shall be entitled to receive Ninety-Five Percent (95%) of all Program Funds that Customer is eligible to receive for Students residing outside the boundaries of Montgomery County and 50% of all Program Funds Customer is eligible to receive from the State for Students residing within the Red Oak Community School District boundaries and students residing within Montgomery County boundaries, regardless of when those Program Funds flow to Customer, including prior to inception or after the conclusion of the school year from which Program Funds were generated, even if received after termination/expiration of this Agreement. At the end of each School Year, in the event Program Funds retained by Customer are less than the Guaranteed Payment, Stellar Virtual shall pay Customer in the form of a credit to be applied against the final invoice for such School Year, a sum equal to the Guaranteed Payment minus Program Funds Customer retained.
- c. Federal Title Grant Funding. All federal title grant or other grant funding received by Customer on behalf and/or as a result of the School and/or its Students (“Grant Funds”) shall be made available to Stellar Virtual within thirty (30) days of receipt by Customer to be used in support of the School in the manner required by the specific grant program. Customer and Stellar Virtual will discuss as part of the budget planning process the manner in which Grant Funds will be spent, provided, however, as the School operator, deference will be given to Stellar Virtual with respect to Grant Fund outlays.
- d. Resident District Payment Obligations. Pursuant to Iowa Code section 282.18, students are permitted to transfer from a school located within the student’s resident district (“Student Resident District”) to another Iowa publicly funded school located outside that resident district (“District of Transfer”). The Student Resident District is required to pay to the District of Transfer all funding received by the Student Resident District to educate that student (“Student Funding”).
 - i. Customer, as the District of Transfer, is responsible for invoicing the Student Resident District for all Student Funds the Student Resident District is obligated under Iowa law to pay to the District of Transfer.
 - ii. Customer delegates to Stellar Virtual as its agent the day-to-day responsibility of invoicing and collecting Student Funding, including pursuing any administrative or legal action necessary to fully collect Student Funding. Payment of Student Funding shall be paid to Customer and distributed to Stellar Virtual pursuant to the terms of this Agreement.
 - iii. Customer and Stellar Virtual will collaborate and cooperate with each other in the collection of Student Funding, including pursuit of administrative and/or legal action. In the event a District of Transfer fails to pay Student Funding due and owing to Customer under Iowa law, Customer shall have no liability exposure to Stellar Virtual with respect to such unpaid Student Funding. Customer will support Stellar Virtual within the limits of Iowa law in taking such action available to it to remediate the failure to Student Funds owed by such District of Transfer including, transferring students

enrolled from the District of Transfer for which Student Funding was not received back to that District of Transfer.

e. Invoicing.

- i. Stellar Virtual commences delivery of services in support of a given school year during the prior school year and is entitled to compensation for those services in accordance with b. immediately above. To assist in the management of cash-flow, except where otherwise provided for in this Agreement, Stellar Virtual will not receive payment due pursuant to b. immediately above until Program Funding generated in support of that school year is received by Customer.
- ii. Beginning in October of a given school year and every month thereafter, Stellar Virtual will issue an invoice to Customer that will set forth an estimate of Program Funds due Stellar Virtual based on information available to Stellar Virtual at the time. Customer shall remit payment to Stellar Virtual within thirty (30) days of invoice receipt.
- iii. At the conclusion of the school year, for purposes of this Agreement, June 30, the Parties will cooperate in performing a full accounting of all Program Funds received and all Program Funds paid to Stellar Virtual. Thereafter, Stellar Virtual will issue a final invoice for that school year setting forth the outstanding amount due and owing Stellar Virtual.
- iv. Stellar Virtual may charge interest at the rate of one-half percent (0.5%) per month any invoices paid more than sixty (60) days after the date of invoice, unless such failure to pay is the result of: (i) funds being withheld by Customer due to Stellar Virtual's failure to perform under the terms of this Agreement and then only to the extent Customer has timely notified Stellar Virtual of that failure; or (ii) delay by the State to disburse funds to Customer, in which event Customer shall use its best efforts to cause the funds to be disbursed and the shortfall will be paid as soon as reasonably practicable after the funds are received. Customer shall notify the other of any dispute and the basis for any dispute within five (5) days of receipt of the invoice and shall work to resolve the dispute within thirty (30) days. All amounts other than any amounts in dispute shall be paid according to the terms herein.

2. No Basis for Payment Dispute. Customer acknowledges that Stellar Virtual has no contractual obligation to, and will not perform services in the last year of the Term, (including early terminations) that by design are intended to benefit the upcoming school year. For example, if the Agreement terminates and non-renews on June 30, 2029 for any reason, then during the 2028-2029 school year, Stellar Virtual will not develop and implement an SRC, support enrollment and/or placement of students or engage in any other service, the benefit of which is in support of the 2029-2030 school year. Customer further acknowledges that Stellar Virtual's refusal to provide such services under this circumstance will not form the basis for any payment dispute between the parties. Stellar Virtual will continue providing all services in support of the last year of the Term through the termination date.

3. Funding Collection. Stellar Virtual shall work with Customer to collect all Program Funding to which the School is entitled to receive. Stellar Virtual may from time to time throughout the school year request an accounting from Customer with respect to Program Funds received together with their source allocations and any documentation received by Customer from Program Fund sources. Regardless of whether Stellar Virtual makes any such request, Customer warrants it will inform Stellar Virtual of, and provide Stellar Virtual with all documentation received in connection with, all Program Funding it receives that is or maybe due School, in whole or in part, including source allocation information. The Parties will cooperate with each other in verifying what funds, and to what extent those funds, are Program Funding, and to the extent there was a failure to pay to Stellar Virtual Program Funding.
4. Funds Character. All School funds received by the Customer, from whatever source, retain their character as school funds until such time as they are paid out to a third party, including Stellar Virtual, as payment for a service performed (or to be performed) for, or at the direction of, the Customer or for a product obtained at the direction of the Customer, at which time such monies paid to such third parties shall lose their school fund character and be the sole property of that third party.
5. State Audit Adjustments. If a State audit of the School determines the School received more funding than it was entitled to receive and that finding is the result of Stellar Virtual's failure to adequately perform its responsibilities under this Agreement, Stellar Virtual will be required to reimburse Customer an amount equal to the amount the School is required to repay the State. Any repayment shall be made by, at the choice of Stellar Virtual: (i) returning the funds to the Customer upon proof of repayment by Customer to the State; or (ii) reducing amounts invoiced to the Customer over 10 invoicing cycles an amount equal to the amount of funds Customer has provided proof of repayment by Customer to the State.

X. NOTICE INFORMATION

Notices. All notices, consents and other communications under this Agreement shall be given in writing and shall be sent by and deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses (or to such other address as hereafter may be designated in writing by such party to the other party):

If to Stellar Virtual:	Stellar Virtual Attn: Juan Cabrera and Dori Fenenbock j.cab@stellartvirtual.org d.fen@stellartvirtual.org

With a copy to:	Susan Roberto-Saidi 621 Yarmouth Road Towson MD 21286 Susan.saidi@srsconsulting.us
If to the Customer:	Red Oak Community School District Attn: Superintendent Ron Lorenz lorenzr@redoakschools.org
With a copy to:	Ahlers & Cooney, P.C. 100 Court Ave., Suite 600 Des Moines, Iowa 50309

XI. INSURANCE

1. Stellar Virtual Requirements. Stellar Virtual will maintain and keep in force insurance policies and limits no less than such amounts as outlined below, to cover insurable risks associated with operations under this Agreement. The below limits of liability may be provided under the primary insurance policies, or in a combination with the limits provided by an Umbrella or Excess policy. If the terms of this Agreement include insurance procurement services on behalf of the School, the School will be included as an additional named insured under the policies as allowed by law, or Stellar Virtual shall procure stand-alone policies on behalf of the School with similar coverage and limits, but in no event less than required by applicable law.

Workers’ Compensation insurance, including Employer’s Liability coverage with limits of at least \$1,000,000 for each coverage provided thereunder.

Employment Practices Liability in an amount no less than \$5,000,000 each claim and in the annual aggregate.

Commercial General Liability insurance with limits of at least \$10,000,000 per occurrence and in the annual aggregate.

Sexual Abuse and Molestation coverage with limits of at least \$5,000,000 per each abusive conduct limit and in the aggregate.

Automobile Liability insurance covering all owned, non-owned and hired vehicles in an amount no less than \$1,000,000 each accident.

Property Insurance for the agreed upon replacement cost value of personal property.

Educator's Legal Liability insurance in an amount no less than \$5,000,000 each claim and in the annual aggregate.

Crime Insurance in the amount of no less than \$500,000 each claim and in the annual aggregate. Each claim limit applies separately to Crime coverages: Employee Theft, Forgery or Alteration, Computer and Funds Transfer Fraud, Money Orders & Counterfeit Currency, and Money & Securities inside and outside the premises.

2. Customer Requirements. Except for that insurance identified above, obtain and maintain the insurance as may be required and/or permitted by applicable law and as appropriate in connection with Customer's responsibilities under this Agreement. To the extent permitted by applicable law and if explicitly authorized in writing by the Customer's insurer, Stellar Virtual shall be added as additional named insureds on all policies of insurance obtained and maintained by and for the benefit of the School. Additionally, for any facility leased directly and/or managed by Customer and any capital equipment or furniture and fixtures owned by Customer will be the responsibility of Customer.

XII. LEGAL TERMS-DISTRICT CAMPUS

1. Term. The Term of this Agreement shall be as described in Article II, section 1.
2. Termination. Any notice of early termination shall take effect at the closing of the last day of the school year, unless otherwise agreed to by the Parties or provided for herein. Notices of termination must be made in writing and delivered to the addresses set forth in this Agreement by no later than November 15 of the current school year, unless another date is specifically provided for, and shall list all reasons for said early termination. Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
 - a. By both Parties if they agree in writing to the termination.
 - b. By either Party, immediately, if one (1) party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach from the other Party. In the event objectively ascertainable reasonable efforts have been made to effect the cure and the breach at issue does not objectively lend itself to cure within that thirty (30) day period, then such additional time as necessary to complete the cure, but in no event longer than sixty (60) days following expiration of the initial thirty (30) day cure period;
 - c. By either Party, if (1) the payments to which Stellar Virtual is entitled in Article IX of this Agreement are materially reduced as a result of a change in funding provided to the School or (2) applicable laws or regulations impose requirements that are materially different from those in existence at the time this Agreement was entered into and Stellar Virtual is unwilling or unable to make the required changes. Termination under this provision may only take effect on the earlier of the effective date of the change in funding provided to the School, the implementation date of the materially different requirements, or at the end of the then current school year;
 - d. By Customer, if Customer determines at the end of a school year that the Education Program does not meet the requirements for a publicly funded virtual school, as defined by applicable laws and regulations, but only if Stellar Virtual is unable to cure the identified deficiency within 60 days after being given reasonable notice of the deficiency and the requirements to cure the deficiency.

3. Obligations on Termination. In the event this Agreement is terminated by either Party for any reason:
 - a. Stellar Virtual shall provide reasonable assistance to Customer in the transition of the responsibilities from Stellar Virtual to the Customer, however, this provision shall not apply if the Agreement was terminated due to Customer's material breach.
 - b. Each Party will promptly return to the other Party all Confidential Information, property and material of any type belonging to the other party, and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law.
 - c. All access to the Technology Platform and other educational products and services shall be discontinued upon the effective date of termination.
 - d. Stellar Virtual shall provide to Customer copies of all Student Records not otherwise in the School's possession or, able to be taken into Customer's possession through self-help means available to the Customer through its access rights granted by Stellar Virtual. Copies of Student Records shall be provided within a reasonable time after receipt of such request, taking into account Stellar Virtual's competing priorities.
 - e. The Customer shall pay Stellar Virtual all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination. In the event notice of termination was received after Stellar Virtual commences services in support of the immediate upcoming school year, Customer shall pay Stellar Virtual the fair market value of those services, in addition to the fees for services due and owing Stellar Virtual for the school year being completed as of the effective date of termination.
 - f. Customer's license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement. The Customer agrees that within thirty (30) calendar days from the date of termination, all references to "Tennessee Online Learning Academy" (or any deviation thereof) or "Stellar Virtual", and any other Licensed Marks shall be removed from the School's signage, stationary, website, marketing materials and any other material or location it appears.
4. Compliance Obligations. Each Party warrants to the other Party that it will comply at all times with applicable law, agency rules and regulations, policies and the terms of this Agreement.
5. Public Statements. The Parties will coordinate on all public statements regarding the Education Program, their contractual relationship, and the performance by either of them of their respective obligations hereunder. Notwithstanding the above obligation to coordinate, Stellar Virtual shall be free, without interference by Customer, to create and make periodic modifications and updates to the School Website, SRC collateral and tools, and terms of use and privacy policy.
6. Grant of Rights and Access.
 - a. License. Stellar Virtual hereby grants to the School a non-exclusive, nontransferable, royalty-free, limited license during the Term of the Agreement for Authorized Users to access and use the Technology Platform, the Content and Instructional Materials, and other Intellectual Property contained therein

(collectively the “Licensed Collateral”). The School’s right to access and use the Licensed Collateral is solely for the intended purpose for which the access is granted and is subject to Stellar Virtual’s Intellectual Property provisions of this Agreement set forth below. Stellar Virtual may update the features and functions of the Technology Platform from time to time.

- b. Usage Guidelines and Rules of Conduct. The School and Authorized Users may use the Licensed Collateral for bona fide educational and other contracted-for purposes only.
7. Technology Platform Access Interruptions. Periodic interruptions to the Technology Platform resulting from degradation or loss of internet access is outside the control of Stellar Virtual and cannot be attributed to Stellar Virtual. Except in circumstances beyond the control of Stellar Virtual, the Technology Platform shall not experience interruptions at a rate greater than similar education technology platforms of Stellar Virtual’s top competitors.
8. School Name. Stellar Virtual grants a limited, royalty free, non-transferable license for the duration of the Term, as measured by the termination date, to use as the School name, Iowa Virtual Schools. Customer agrees that Stellar Virtual is permitted to place in proximity to the School’s name an endorsement, including but not limited to “by Stellar Virtual.”
9. Social Media. As part of its public relations and marketing service offering to Customer, Stellar Virtual has agreed to develop, manage and maintain a website and other social media platforms exclusively for the use of the School. The design, branding/name, URL, content are for use on the website and social media platforms maintained by Stellar Virtual. Customer is hereby granted a beneficial license to the website and social media platforms during the Term. Customer is prohibited from creating branded social media platforms without the express written consent of Stellar Virtual, which consent can be freely withheld.
10. Trademarks.
 - a. Stellar Virtual and its Affiliates are the owners of various trademarks, service marks, logos, or trade names used in its business of providing Education Program. (collectively, the “Licensed Marks”). Stellar Virtual retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the School hereunder. All goodwill attributable to the Licensed Marks inures exclusively to the benefit of Stellar Virtual. Customer is granted a license to use the Licensed Marks for the benefit of the School on a case by case basis consented to by Stellar Virtual.
 - b. Upon termination of this Agreement, Customer’s license to use the Licensed Marks shall immediately terminate, except as expressly permitted in this Agreement or by applicable law. Customer agrees that within thirty (30) calendar days from the date of termination, all references to any Licensed Marks shall be removed from the School’s signage, stationary, website, marketing materials and any other material or location it appears.
11. Intellectual Property.
 - a. Limitations on Use. The Licensed Collateral, including but not limited to, the Technology Platform and all technology, programs, services, and materials hosted thereon, the Curriculum, all tangible and intangible education materials, all Stellar Virtual’s trademarks and copyrighted works are the Intellectual Property of Stellar Virtual. The School’s right to use and benefit from said Intellectual Property is limited to its license rights set forth in

this Agreement and shall terminate automatically with the termination of expiration of this Agreement.

- b. No Sale. Nothing in this Agreement shall be interpreted to be a sale or transfer of ownership interest from Stellar Virtual to the School, School Staff, Students, Caretakers, or Learning Coaches.
- c. No Use of School Funds to Develop or Procure. No School funds shall be used by Stellar Virtual to develop or procure Courses or Content or Instructional Materials or improvements to the Technology Platform, provided, however, any School funds paid to Stellar Virtual for provision of the Education Program hereunder, once paid, shall not be deemed to be School funds.

12. Confidentiality.

- a. Confidential Information. The receiving Party shall use the Confidential Information of the disclosing Party only in connection with the furtherance of the business relationship between the Parties, and the receiving Party shall make no further use, in whole or in part, of any such Confidential Information. The receiving Party agrees not to disclose, deliver or provide access to all or any portion of the disclosing Party's Confidential Information to a third party or to permit a third party to inspect, copy, or duplicate the same. The receiving Party will disclose Confidential Information only to its employees and agents who have a need to know such Confidential Information in connection with the performance of the Agreement and who are under a written obligation to protect the confidentiality of such Confidential Information. The receiving Party will treat the Confidential Information with the same degree of care and confidentiality that the receiving Party provides for similar information belonging to the receiving Party that the receiving Party does not wish disclosed to the public, but not less than holding it in strict confidence.
- b. Exceptions. The foregoing shall not prevent the receiving Party from disclosing Confidential Information that must be disclosed by operation of law, provided: (i) the receiving Party shall promptly notify the disclosing Party of any such request for disclosure in order to allow the disclosing Party full opportunity to seek the appropriate protective orders, and (ii) the receiving Party complies with any protective order (or equivalent) imposed on such disclosure. It is understood and agreed that this is not intended to permit the disclosure of education records referenced in the sub-section above, unless permitted by Applicable Law.
- c. Directory Information. To the extent permitted by law and as agreed to by Customer on a case by case basis, Stellar Virtual is authorized by Customer without submitting a formal public records request, to collect Directory Information from School for purposes of supporting Stellar Virtual's advocacy efforts on School's behalf and for communicating with families about other educational opportunities available through Stellar Virtual or its affiliated businesses.
- d. Remedy for Breach. The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, and without the posting of bond or other equity, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

13. Indemnification.

- a. Indemnification Obligations. Each party shall defend, indemnify, save and hold harmless the other Party, its Affiliates, Parent, subsidiaries and its respective directors, officers, agents and employees (together “Indemnified Party”) against and from any and all claims, actions, liabilities, costs, expenses, damages, injury or loss (including reasonable attorney’s fees) made, brought, incurred, or alleged by any wrongdoing, misconduct, negligence, willful misconduct, or default by the Indemnifying Party, its agents, employees, subcontractors, or assigns in connection with the performance of this Agreement (“Claims”). Stellar Virtual’s indemnification obligations with respect to claims arising out of or related to the provision of special population services remain in effect so long as Stellar Virtual is the employer of Administrative Staff and special population teachers, and provider of those services. This indemnification, defense and hold harmless obligation on behalf of Indemnifying Party shall survive the termination or expiration of this Agreement.
 - b. Indemnification Procedure. The Indemnified Party will: (a) promptly notify the Indemnifying Party in writing of any Claims, including third-party claims, (b) allow the Indemnifying Party to control the defense, including selection and appointment of legal counsel, and (c) reasonably cooperate with the Indemnifying Party in the defense and any related settlement discussions or alternative dispute resolution process. In addition to any defense provided by the Indemnifying Party, the indemnifying party may, at its own expense, retain its own counsel, provided, however, that action may not interfere with the rights and obligations of the Indemnifying Party set forth herein. If the Indemnifying Party’s does not promptly assume the Indemnified Party’s defense against any third-party claim, the Indemnified Party reserves the right to undertake its own defense at the Indemnifying Party’s expense.
14. Power and Authority; Authorization. Each Party has the power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder. To the extent allowed by law, Customer has provided and will provide Stellar Virtual with the authority and power necessary and proper to undertake its obligations and responsibilities pursuant to this Agreement and, except as provided in this Agreement, will not undermine or interfere with the execution of that power and authority.
15. Sales Tax, Gross Receipts Tax, or Other Business Tax (collectively “Business Tax”). Customer shall provide Stellar Virtual with support that it is tax exempt. Each Party will be responsible for any Business Tax assessed against it based on the Education Program and the services Stellar Virtual provides under the terms of this Agreement. -
16. Limitation of Liabilities. In no event will either Party, or such Party’s Affiliates, directors, officers, employees, or agents, be responsible or liable for the debts, acts, or omissions of the other Party or that Party’s Affiliates, directors, officers, employees, or agents.
17. Governing Law. This Agreement shall be governed by the laws of the state of Iowa. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in that state, and each Party hereby consents to the jurisdiction and venue of that court for such purpose, provided, however, that nothing herein shall be deemed to be a waiver of its right to remove an action to federal court when the requisite subject matter and/or personal jurisdiction exists to support removal.

18. Dispute Resolution. Any dispute or unresolved difference arising out of or relating to this Agreement, including an alleged breach thereof, shall be resolved in accordance with the procedures of this Section.
- a. Negotiation. The parties agree to negotiate in good faith all disputes arising out of or relating to the rights and obligations of the Parties, as set forth in this Agreement and/or established by applicable law. Any dispute not resolved within the normal course of business shall be referred to the President for Stellar Virtual and the Superintendent for Customer or his/her designee, for discussions related to the nature of the dispute and an agreed course of action as to how to resolve the dispute or to other such persons within the organization of Stellar Virtual and the School as the Parties mutually deem appropriate.
 - b. Mediation. In the event the Parties are unable to fully resolve a dispute through negotiation, each Party agrees to submit all unresolved disputes to nonbinding mediation pursuant to processes and procedures mutually agreed upon by the Parties. In the event the event the Parties are unable to agree upon such processes and procedures, including a mediator, the Parties agree to submit the matter to a third party agreed upon by the Parties, who will then establish the processes and procedures by which the dispute will be mediated, including choosing the mediator.
 - c. Failed Mediation. To the extent a dispute submitted to mediation remains unresolved, each Party, upon providing the other Party with ten (10) calendar days notice, may pursue their respective contractual, administrative, legal, and/or equitable remedies.
 - d. Confidentiality. To the extent permitted by law, specifically the Iowa open meetings act and open records act, the Parties agree to treat all discussions and sharing of documents related to this Section as confidential and not subject to disclosure except as consented to by the disclosing Party.
19. Non-Discrimination. Neither Stellar Virtual nor the Customer will discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or State law.
20. Severability. If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect; provided, however, that if such nullification, in Stellar Virtual's sole discretion, materially affects Stellar Virtual's ability to provide the Education Program, Stellar Virtual may terminate this Agreement.
21. Complete Agreement; Modification and Waiver. This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modifications or amendment of this Agreement shall be binding unless executed in writing by both Parties.
22. Professional Fees and Expenses. Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.

23. Successor and Assigns. The terms and provisions of this Agreement shall be assignable by either party, but only with the prior written consent of the other, which consent shall not be unreasonably withheld. A change in control of Stellar Virtual or its managing member, or an assignment from or to a wholly owned subsidiary of Stellar Virtual, shall not require consent and shall not be deemed a violation of this provision.
24. Force Majeure. If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
25. No Third-Party Rights. This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.
26. Counterparts. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.
27. Compliance with Laws, Policies, Procedures, and Rules. Each Party will comply with all applicable federal and state laws and regulations, including applicable local ordinances and policies, whether or not specifically listed in this Agreement.
28. Interpretation of Agreement. The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the parties as set forth in this Agreement.
29. Electronic Signatures. This Agreement may be accepted in electronic form (e.g. by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement.
30. Survival. The rights and responsibilities of the Parties with respect to Fees and State Audit Adjustments; Trademarks; Intellectual Property; Confidentiality; Obligations on Termination; Indemnification; Limitations of Liabilities; Notice; Governing Law; Resolution of Disputes; No Third-Party Rights; Professional Fees and Expenses; Compliance with Laws, Policies, Procedures and Rules; Interpretation of Agreement; and Status and Relationship of Parties, shall survive termination/expiration of this Agreement.
31. Status and Relationship of the Parties. Stellar Virtual is a limited liability company organized under the laws of the State of Texas and is not a division or a part of the Customer. Customer is a political subdivision of Iowa and is not a division or part of Stellar Virtual. The Parties intend that the relationship created by this Agreement is that of any independent contractor and not an employer-employee. No agent of Stellar Virtual shall be deemed an agent or employee of Customer and vice-versa. Stellar Virtual shall be solely responsible for its acts and the acts of its agents, employees, and subcontractors. The relationship between Stellar Virtual and Customer is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement between Stellar Virtual and the

Customer. The Parties acknowledge that Stellar Virtual has the right to provide the Education Program and its operational model to others within and outside of the State.

32. Headings; Exhibits. The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All exhibits, schedules and addendum to this Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written.

Red Oak Community School District

Signature: _____

Name: _____

Title: _____

Date: _____

Stellar Virtual Iowa

Signature: _____

Name: _____

Title: _____

Date: _____

Index of Defined Terms

“Advisement” shall have that meaning set forth in Article IV, section 5.

“Aggregated Data” shall have that meaning set forth in Article V, 5.

“Agreement” shall have that meaning set forth in Article I, Background.

“Authorized Users” shall mean the Students, Caretakers, School Staff, Learning Coaches, and Customer representatives who are authorized to access the Technology Platform, the Content, Instructional Materials and Courses pursuant to the terms of this Agreement.

“Business Tax” shall have that meaning set forth in Article XII, section 14.

“Caretaker” shall mean the parent(s), legal guardian(s) or another individual designated by a parent or legal guardian as a Student’s Caretaker, and is first mentioned in Article III, section 6.

“Claims” shall have that meaning set forth in Article XII, section 12 a.

“Confidential Information” shall mean proprietary business, technical and financial information of each of the Parties, including for example and without limitation, each party’s respective information concerning: (a) business strategy and operations such as business plans, methods, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing party; (b) product development such as product designs and concepts; (c) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (d) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts and personnel data; (e) unpublished educational content, curricula, teaching outlines, lesson plans, testing processes and procedures; (f) Student Records and other student-related or parent-related personal information; (g) the terms of this Agreement; (h) login and password information for the Technology Platform; (i) technical information such as development methods, computer software, research, inventions, the design and operation of the Technology Platform; and (j) other similar non-public information that is furnished, disclosed or transmitted to the receiving party or to which the receiving party is otherwise given access by the disclosing party, orally, in written form, in any type of storage medium, or otherwise. Confidential Information, in whatever form provided, shall remain the exclusive property of the disclosing Party at all times, and the Parties hereby acknowledge and agree that all such Confidential Information of a Party are its trade secrets. Except as specifically provided for herein, nothing contained in this Agreement shall be construed as granting or conferring any rights in any Confidential Information disclosed to the receiving Party, by license or otherwise and is first mentioned in Article XII, section 11(a).

“Course(s)” shall be comprised of a set of lessons and assessments, including Instructional Materials, that meet the educational content or other standards established by the State of Iowa in order to be recognized for high school credit in grades 9-12 and/or for meeting educational

requirements in grades K-8, as the case may be and can be found first mentioned in Article III, section 2.

“Curriculum” means a program of instruction provided by Stellar Virtual, which includes Content and Instructional Materials accessed primarily through the Technology Platform, that, together with teacher provider additions and/or modifications, shall meet the educational content or other standards established by the State of Iowa in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8 and can be found first mentioned in shall have that meaning set forth in Article III, section 2.

“Customer” shall have that meaning set forth in Article I, Background.

“De-Identify” shall have that meaning set forth in Article V, 5.

“District of Transfer” shall have that meaning set forth in Article IX, section 1.d.

“Education Program” shall have that meaning set forth in Article I, Background.

“Education Program” shall have that meaning set forth in Article II, section 2.

“Effective Date” shall have that meaning set forth in Article II, section 1.

“Electronic Information” shall have that meaning set forth in Article V, 5.

“Electronic Records” shall have that meaning set forth in Article V, 1.

“Family” or “Families” means a group of persons united by the ties of marriage, blood, or adoption, and interacting with each other in their respective social positions, usually those of spouses, parents, children, and siblings. For purposes of this Agreement, Families refers to the Student’s Family and includes parents living in separate households and in circumstances whereby legal custody over a minor Student has been awarded to a person other than a Student’s parent, the person(s) identified as having legal custody, and is first mentioned in Article III, section 2.a.

“Grant Funds” shall have that meaning set forth in Article IX, section 1.c.

“Guaranteed Payment” shall mean the minimum payment of \$100,000 Customer will receive each school year of the Term as further described in Article IX, 1.b.

“IEP” shall have that meaning set forth in Article III, section 2 b.

“Indemnified Party” shall have that meaning set forth in Article XII, section 12 a.

“Indemnifying Party” shall have that meaning set forth in Article XII, section 12 b.

“Instructional Materials” shall have that meaning set forth in Article III, section 2 b.

“Intellectual Property” means collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide, now or in the future, including but not limited to, moral rights, industrial design rights and similar rights, and shall in all cases include enrollment leads, data and materials and other related collateral developed by Stellar Virtual, regardless of whether such data, materials

and collateral are developed specifically for the School and is first mentioned in Article XII, section 10(a).

“Learning Coach” shall mean a Caretaker of the Student or another adult specifically designated by the Student’s Caretaker, or the Student where over 18 or emancipated, who will perform the responsibilities required by the Stellar Virtual Education Program and the School Handbook. Learning Coaches are not employees or contractors of either the School or Stellar Virtual and shall not receive any compensation for their services from either Stellar Virtual, the School, or the Customer, and is first mentioned in Article III, section 3.

“Licensed Collateral” shall have that meaning set forth in Article XII, section 6 a.

“Licensed Marks” shall have that meaning set forth in Article XII, section 9 a.

“Program Funds” shall have that meaning set forth in Article IX, section 1.a.

“Related Services” shall mean developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes, but is not limited to, speech-language pathology and audiology services, interpreting services, psychological services, and physical and occupational therapy.

“School Staff” shall have that meaning set forth in Article IV, section 1.

“School” shall have that meaning set forth in Article I, Background.

“Student Funding” shall have that meaning set forth in Article IX, section 1.d.

“Student Records” shall have that meaning set forth in Article V, 2.

“Student Recruitment Campaign” and “SRC” shall have that meaning set forth in Article VI.

“Student Resident District” shall have that meaning set forth in Article IX, section 1.c.

“Student” means any person actively enrolled in the School and can be first mentioned in Article II, section 2.

“Technology Platform” shall have that meaning set forth in Article II, section 2.

“Term” shall have that meaning set forth in Article II, section 1.

“Testing Data” shall have that meaning set forth in Article III, section 4.