

CONTRACTUAL AGREEMENT FOR KC TECH ACADEMY

This Contractual Agreement (hereinafter “Agreement”) is executed this 19th day of May 2022 and is effective from July 1, 2022 until June 30, 2023, by and between the KC Tech Academy and Platte County R-III School District, which operates the Northland Career Center (“NCC”). For purposes of this Agreement, the term “NCC” will be used to reference both the interests of the Platte County R-III School District and NCC. At times in this Agreement, KC Tech Academy and NCC may be referred to collectively as the “Parties.”

Currently, KC Tech Academy operates a workforce manufacturing program for high school students at a temporary location at Pleasant Valley. NCC operates a career and technical education (CTE) manufacturing program for high school students at its NCC location in Platte City, and offers programs in a variety of career industries to high school age and older individuals and students. KC Tech Academy and NCC desire to explore the feasibility of creating a partnership and cohabiting in one educational location.

Beginning in July of 2022, the two manufacturing training programs will share educational resources at the facility located at 1801 Branch Street, Platte City Missouri. The program will be called KC Tech Academy. The teacher will be provided by NCC, and all costs associated with the teacher, supplies, travel, and equipment will be purchased and provided by NCC as part of the agreement. This program will serve a minimum of 36 high school juniors and seniors. Current enrollment between the two programs is projected at 35 for the FY 2023 school year.

TERMS AND CONDITIONS

Both organizations will continue to operate independently, while conducting the programming for manufacturing education together. This agreement will be a one-year agreement and may be renewed each February/March for the upcoming school year. This agreement can be terminated each year, at the end of a fiscal year.

This Agreement is a contractual obligation instrument. NCC agrees to provide \$100,000 to KC Tech Academy in return for KC Tech Academy services and enrollment. Two installments of \$50,000 per installment will be payable to KC Tech Academy on July 21, 2022, and December 22, 2022. The revenue generated by the enrollment will offset the majority of the costs. KC Tech Academy students will enroll directly at NCC and tuition from participating districts will be sent to NCC. NCC will also provide an office space, phone and computer for the KC Tech Academy Executive Director. NCC will collect and maintain all state funds that support enrollment and placement of these students.

KC Tech Academy and NCC will both provide instructional equipment and tables as part of the educational process. Both entities will keep possession of these items separately while they are simultaneously utilized by teachers and students.

The manufacturing program direction and curriculum will be advised and governed by the KC Tech Academy Board. Students will participate in activities and be taught by a certified CTE teacher so they can be counted as CTE students. Students will have access to state-of-the-art equipment, credentials, college credit, projects, relevant field trips, guest speakers, and internships

as part of the experience. The program will serve students from seven school districts in the Northland and students from the private school network also.

KC Tech Academy, as part of the financial agreement, will be responsible for all mileage, phone, and professional development expenses incurred by the Executive Director. As part of KC Tech Academy's agreement with Northland Career Center, the Executive Director will serve as a workforce champion for NCC as part of the agreement, assisting the NCC team in finding and filling workforce needs in the various industries that NCC serves. The KC Tech Executive Director will serve on various teams at Northland Career Center and will attend various meetings in partnership with NCC. The KC Tech Director will also serve as an NCC Board Member representing manufacturing and overall workforce development.

Either party may unilaterally withdraw at any time from this Agreement by transmitting a signed written notice to that effect to the other Party, providing thirty (30) days' notice of its intent to terminate this Agreement. By mutual agreement, the parties may modify the scope and responsibilities of this Agreement, and/or determine the practical manner by which the goals and purposes set forth in this Agreement will be accomplished. Modification of this Agreement must be made in writing and signed by the Parties or their designees.

PRIVACY AND CONFIDENTIALITY

Each Party recognizes that it may become aware of information that the other Party deems confidential and/or proprietary in undertaking responsibilities under this Agreement. For purposes of this Agreement, "proprietary" and "confidential" information will include all internal business practices and business records, including, but not limited to, information concerning products, pricing, fees, capitation, contracts, training products, or business methods, in any form whatsoever.

Each Party agrees that it will not actively seek out financial, marketing, or contractual information that a Party would reasonably know to be confidential information or a trade or proprietary secret, except to the extent reasonably necessary to allow the Party to perform its duties under this Agreement. In the event that a Party becomes aware of such data or information, from whatever source or for whatever purpose, such Party agrees that it shall maintain the confidentiality of such information and shall not reveal it to any third Party for any purpose without the written consent of the other Party.

GENERAL PROVISIONS

Compliance with Laws and Policies. The Parties agree that they will comply with the applicable provisions to this Agreement of the following regulations and laws: Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232(g) and with the Individuals with Disabilities Education Act (IDEA), and Section 504 of the Rehabilitation Act of 1973, along with their implementing state and federal regulations.

KC Tech Academy agrees that it will comply with the applicable provisions to this Agreement of the following regulations and laws: Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232(g) and with the Individuals with Disabilities Education Act (IDEA), and Section

504 of the Rehabilitation Act of 1973, along with their implementing state and federal regulations. KC Tech Academy further agrees that it will indemnify and hold NCC, its agents, employees and successors harmless from any claims asserted against NCC arising out of KC Tech Academy's violation of FERPA, IDEA or Section 504 and state and federal regulations, including for any costs and attorneys' fees incurred by NCC in defending such claims. A violation of any of the laws or regulations contained in this Section by KC Tech Academy will not be considered, interpreted or construed in any way as a violation by, or on behalf of, NCC. While performing services under this Agreement, KC Tech Academy agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, ancestry or national origin.

Indemnity: To the extent allowed by law and without waiving any applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions, statutes, and laws, KC Tech Academy will indemnify and hold harmless NCC and its directors, officers, employees, and agents from and against any and all liability, loss, damages, claims, costs, and expenses, including attorney fees, that may arise out of and/or be incurred in connection with any act or omission caused by KC Tech Academy, or any employee or agent of KC Tech Academy, in the performance or omission of an act or responsibility assumed or deemed to be assumed by KC Tech Academy pursuant to this Agreement.

To the extent allowed by law and without waving any applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions, statutes, and laws, NCC will indemnify and hold harmless KC Tech Academy and its directors, officers, employees, and agents from and against any and all liability, loss, damages, claims, costs, and expenses, including attorney fees, that may arise out of and/or be incurred in connection with any act or omission caused by NCC, or any employee or agent of NCC, in the performance or omission of an act or responsibility assumed or deemed to be assumed by NCC pursuant to this Agreement.

Nothing contained herein shall be deemed to provide any waivers of sovereign immunity, nor require either Party to indemnify the other for any losses, claims, demands, or causes of action for which either Party has not waived sovereign immunity, except to the extent such waivers are provided by statute in Mo.Rev.Stat. Sections 537.600 and 537.610 et. seq. Further, any insurance purchased by either Party is not intended to act as a waiver, nor is it a waiver of any defense available to the either Party and its employees by statute or at common law.

Insurance. KC Tech Academy agrees to maintain at its own expense during the entire period of its service under this Agreement. Insurance coverage shall be maintained by KC Tech Academy in the following areas:

A. General Liability Insurance. Such general liability insurance as will protect KC Tech Academy from claims for property damage and bodily injury, with limits of liability not less than \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate.

B. Workers' Compensation Insurance. Such workers' compensation and employee insurance as required by law.

KC Tech Academy shall name NCC as an additional insured. Proof of such insurance shall be filed by KC Tech Academy with NCC within a reasonable time after execution of this Agreement.

The purchase of insurance by any party shall in no way waive or terminate the statutory or common law immunities enjoyed by NCC. NCC shall retain all immunities, including those immunities contained within Missouri Revised Statute § 537.600 et.seq.

Force Majeure: If either party is prevented from performing any of its obligations due to any cause which is beyond the non-performing party's reasonable control, including fire, explosion, flood, epidemic/pandemic or other acts of God; acts, regulations, or laws of any government; strike, lock-out or labor disturbances; or failure of public utilities or common carriers (a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performance will be excused for three months or as long as such event shall be continuing (whichever occurs sooner), provided that the non-performing party gives immediate written notice to the other party of the Force Majeure Event.

Federal Work Authorization Program: Prior to commencement of any work contemplated under this Agreement, KC Tech Academy shall provide to the NCC a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the Federal Work Authorization Program. Federal Work Authorization Program means the eVerify program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. KC Tech Academy shall also provide the NCC a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Background Checks: KC Tech Academy agrees that any employees entering the NCC premises must obtain prior to the first day of service under this Agreement, and to maintain at all times while providing services, a clean criminal background check and a clean child abuse/neglect report, each of which must be satisfactory to the NCC in its judgment and at its sole discretion. The criminal background check shall include an FBI fingerprint check, in accordance with Missouri law.

Immunity: KC Tech Academy stipulates that NCC is a political subdivision of the State of Missouri, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Missouri. By entering into this Agreement, NCC does not waive any of its immunities from suit and/or liability.

Relationship Between Parties: The Parties hereto are independent contractors and are not, and shall not be deemed for any purpose, to be joint ventures. No Party shall hold itself out as the partner or agent of the other Party or make representations or warranties on behalf of the other Party, except as otherwise expressly agreed.

Severability: If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the validity of the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be

invalid. It is provided, however, that the basic purposes of this Agreement must be achievable through the remaining valid provisions.

Caption and Headings: The captions and headings throughout this Agreement are for convenience and reference only. The words of the captions and headings shall not be construed to be part of the binding provisions of this Agreement.

Trademarks and Symbols: The Parties reserve the right to control the use of their respective names and any of their respective symbols, trademarks and service marks, presently existing or subsequently established. The Parties agree not to use words, symbols, trademarks, service marks and other devices including the corporate name of the other in advertising, promotional materials or otherwise, without the prior written consent of the other. The Parties will cease any previously approved usage immediately upon termination of this Agreement. The Parties further agree that any advertising, promotional materials or other items which include the name of either Party or the ESACC are the property of the appropriate namesake and will be returned to the owner either upon request or at termination of the Agreement.

Waiver: Failure by either party, or both parties, to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances will not operate to waive or modify that provision or render it unenforceable at any other time irrespective of whether the circumstances are the same. No waiver of any of the terms or provisions of this Agreement will be valid or of any force or effect unless in each instance the waiver or modification is contained in writing expressing such alteration or modification and executed by the Parties.

Complete Agreement. This Agreement and any Attachments or Amendments to it constitutes the entire Agreement between the Parties. The representations, warranties, covenants, and Agreements set forth herein constitute all of the representations, warranties, covenants, and Agreements between the Parties and upon which the Parties have relied. All prior Agreements, either oral or written relating to the subject matter of this Agreement, not expressly set forth herein, are of no force or effect.

Governing Law: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Missouri.

Jurisdiction and Venue: Any legal action in connection with this Agreement shall be filed in the Circuit Court of Platte County, Missouri, the United States District Court for the Western District of Missouri, as appropriate, to which jurisdiction and venue the Parties expressly agree. In the event that any action is taken by either party to enforce any term, covenant or condition of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, collection service expenses, court costs and related expenses from the non-prevailing party.

Survival: All representations and warranties made in this Agreement and all terms and provisions hereof intended to be observed and performed after the termination hereof, shall survive such termination and continue, thereafter, in full force and effect.

Counterpart Agreements: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

Notices: All notices required to be given hereunder shall be made in writing and shall be deemed sufficiently given if delivered in person or mailed by first class registered or certified mail, to the following addresses:

If to KC Tech Academy Executive Director:

Kim Palomarez
1801 Branch Street
Platte City, MO 64079
Phone: 816-589-3955

If to Platte County R-III School District:

Brian Noller, Director, NCC
1801 Branch Street
Platte City, MO 64079
Phone: (816) 858-5505

This Agreement will become effective upon signature of the individuals below, or their designees. It may be modified or amended by written agreement between the parties. This Agreement will terminate on or before June 30, 2022, unless revised or extended at any time by written agreement of the Parties. It may be terminated at any time by either party upon issuance of a written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first set forth below.

KC Tech Academy (KC Tech Academy)

Board President

Date

Board Secretary

Date

Platte County R-III School District

Board President

Date

Board Secretary

Date