

This Agreement (the "Agreement") by and between Reimagine Learning ("RL") and Stride Academy (the "Stride") is entered into as of April 21, 2022.

RECITALS

- A. The purpose of the Agreement is to fulfill the obligations to provided individual and group session awarded to Reimagine Learning, in part with the products and services delivered by the Agency.
- B. Agency desires to deliver the products and services pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Relationship of Parties. Subject to the terms and conditions of this Agreement, Stride hereby engages the Agency to perform the services set forth herein, including those services set forth on Exhibit A (the "Engagement"), and the Agency hereby accepts the Engagement. This Agreement shall not render the Agency as a partner, agent of, or joint venturer with Stride for any purpose. The Agency's employees and volunteers will not be considered employees of Stride. The agency is required to maintain general liability insurance and provide proof of coverage to Stride with a current certificate of insurance upon request. Any claims that may arise from any third party as a consequence of any act or omission of the Agency shall in no way obligate Stride.
2. Project, Term, Fees, & Deliverables. The Agency's project, term of the Engagement, fees, and deliverables shall be as set forth in Exhibit A, which is incorporated herein by reference.
3. Invoicing & Payments. During the term of this Agreement, the Agency shall invoice and Stride shall pay the Agency for delivering services described in Exhibit A.
4. Work Product. Any and all inventions, discoveries, developments and innovations conceived by the Agency during the Engagement relative to the project under this Agreement shall be the exclusive property of Reimagine Learning; and Stride hereby assigns all right, title, and interest in the same to Reimagine Learning. Any and all inventions, discoveries, developments and innovations conceived by the Agency prior to the term of this Agreement and utilized by the Agency, its employees or contractors in rendering work under this Agreement to Stride are hereby licensed to Reimagine Learning for use in its operations and for an infinite duration. The Agency must comply with time requirements as set forth in this agreement and written standards as provided by Stride.
5. Written Reports. The Agency is able to provide monthly reports documenting performance standards, fulfillment of deliverables, and outcomes as requested by Stride.
6. Use of Funds. The Agency here by agrees that any funds advanced by Stride as part of the Engagement shall only be used to support the purpose and activities agreed upon and approved by Stride in the fulfillment of the Engagement. If any funds that have been used as noted above, the occurrence shall be immediately reported in writing to Stride.
8. Publicity. Agency agrees that all publicity involving or depicting student participants as related to the work that the Agency performs under this agreement, must be approved, in advance, by Stride. Stride agrees that all publicity as related to the work that the Agency performs under this agreement, must be approved, in advance, by Reimagine Learning. Stride grants the Agency a royalty free license to use the Stride's name and any trademarks or trade dress to the Agency for material published during the term of this Engagement.

9. Data Practices and Disclosure of Breach in Security. The Agency must comply HIPPA as it applies to all data collected, received, stored, used, maintained, or disseminated under this award. If the Agency receives a request to release data referred to in this paragraph, or if there is a breach of otherwise secured data, the Agency must promptly notify Stride.
10. Conflict of Interest. The Agency shall prohibit its officers, directors, employees, agents, and representatives from using their positions within the Agency for any purposes that are or give the appearance of being motivated by private gain for themselves, their family members, their friends, and any other entities in which they have an ownership interest or are in control of by way of serving as an officer, director, or employee.
11. Nondiscrimination. The Agency agrees to comply with all nondiscrimination statues including but not limited to Civil Rights Act of 1974, Rehabilitation Act of 1973, Title IX of Education Amendments of 1972, Age Discrimination in Employment Act of 1975, and amendments to the above.
13. Indemnification. Stride agrees to indemnify and hold harmless Reimagine Learning, its agents, employees, and officers, from any claims or causes of action, including attorneys' fees incurred by Stride arising from the performance by Agency, employees, agents, or volunteers.
14. Termination. This agreement may be cancelled by Reimagine Learning at any time, with or without cause, upon thirty (30) days written notice to Stride. Upon termination, the Agency will be entitled to payment, determined on a prorated basis, for services satisfactorily performed and for pre-approved expenditures.
15. Choice of Law. The laws of the State of Minnesota shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and obligations of the parties hereto.
16. Arbitration.
 - a) Any controversies arising out of the terms of this Agreement or its interpretation shall be submitted to binding arbitration under the in Minnesota in accordance with the rules of the American Arbitration Association ("AAA"). The arbitration will take place before a single arbitrator in St. Cloud, Minnesota, or at such other place as is mutually agreed to by the parties. The arbitrator shall be bound by judicial principles and must apply principles of law. If the parties cannot select an arbitrator, the selection will be governed by the AAA rules. The decision of the arbitrator will be final and binding on all the parties to the dispute; however, the arbitrator may not under any circumstances assess punitive or exemplary damages. A judgment may be entered upon the arbitration award by any state or federal court.
 - b) The parties to the Agreement acknowledge and agree that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties agrees that the other party is entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement by applying to state in Stearns County or federal court in Minneapolis, or other court of general jurisdiction for injunctive relief only, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining injunctive relief. The court will refer proceedings to the arbitrator to determine whether any injunctive relief issued will be made permanent or be dissolved. The arbitrator's findings will be binding and conclusive upon

the parties.

17. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
18. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
19. Assignment. The Agency shall not assign any of its rights under this Agreement, or delegate the performance of the project hereunder, without the prior written consent of Stride.
20. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Stride Academy:	If to Reimagine Learning:
Name	Fardowsa Iman
Title	Founder
3241 Oakham Lane	3842 Bear Ridge
Saint Cloud, MN 56301	Saint Cloud, MN 56301
21. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
22. Entire Agreement This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
23. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
24. Authority. The individual signing this Agreement on behalf of the Stride represents and warrants to the Agency that he or she has the full power and authority to execute this Agreement and bind the Agency.

**EXHIBIT A
PROJECT, TERM, AND
STIPEND**

PROJECT: The Agency will perform the following:

Skill Development

Reimagine Learning will provide one-hour sessions for students attending Stride Academy in grades K-8th. Participants will engage in a curriculum focused on strategies to develop coping skills for stress management as a result of bicultural tension.

Deliverables:

Standard || Annual

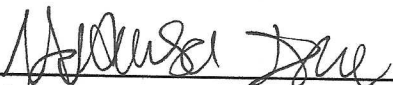
- ❖ Provide progress report upon request

TERM: Fardowsa Iman, Founder is the primary contact at Reimagine Learning in connection with the performance of the project herein.

This engagement shall commence upon execution of this Agreement and shall continue in full force and effect through June 15, 2022 or upon completion of the Agency's project under this Agreement.

FEES: Payment for the project rendered pursuant to this Agreement and with the monthly invoice received, Stride Academy shall pay the Agency per the sum of the following deliverable[s]:

\$150 per group session, up to 3 sessions per week
\$100 per individual session

X 

Fardowsa Iman
Consultant

4/22/22

X

STRIDE Academy