

Service Agreement: Dawson-Boyd

This Pilot Service Agreement ("Agreement") is made and entered into as of July 1, 2026, and June 30, 2027, before and between:

NewTech High, is an entity under the umbrella of PW2 Consulting, a limited liability company organized and existing under the laws of Minnesota, with its principal office located at 15189 County Road 29, Villard, MN 56385 ("Service Provider"), and

Dawson-Boyd HS, located at 848 Chestnut St., Dawson, MN 56232. This is noted as "School" throughout the rest of this document. Dawson-Boyd School District, at the same location is noted as "District" throughout the rest of this document.

1. Scope of Services

PW2 Consulting, LLC agrees to provide the following services to the School:

- Provide consultation services around the components of NewTech High—personalized learning, teacher efficacy, student voice and choice, relevant engaging curriculum, career-connected learning, pathways-driven organization, organizational change and strategic planning. The components that are targeted as part of this Agreement are entirely in the purview of the School. NewTech High does not mandate that the School do anything in particular.
- Meet on-site and in person at least one time 1-8 hours per month with Administration and/or designees.
- Provide frequent, monthly to weekly, professional development webinars surrounding the components of NewTech High that the School may participate in with no charge via webinar.
- Available for questions via phone or email any such time that can be arranged.
- Any other such consultation or service, within the scope of the Agreement, that is mutually agreed to between the School and the Provider.

2. Term and Termination

This Agreement shall commence on July 1, 2026 and continue until June 30, 2027, unless earlier terminated as provided herein.

Dawson-Boyd HS is not obligated to pay anything towards NewTech High for the duration of the pilot agreement. The School may enter into deeper agreements as they

see fit with any Thought or Action partners as an individual agreement between the School and the Partner.

Either party may terminate this Agreement with thirty (30) days' written notice. Upon termination, the School shall discontinue any services with NewTech High.

3. Payment Terms

NewTech High is offering the services and products outlined in this Agreement for no charge during the 2026-2027 school year as a Pilot School of NewTech High. The School agrees to pay NewTech High only for services and products that are NOT outlined in this Agreement. Any such request is outside of the Pilot Schools agreement and would demand mutual approval from the School and any vendor that goes beyond the Agreement.

4. Responsibilities of the School

The School agrees to:

- Provide reasonable access and information to the Service Provider necessary for service delivery. Nothing of a confidential nature will be requested or shared.
- Assign a primary point of contact to facilitate communication and coordination, as well as Secondary contacts as the School sees fit. NewTech does not mandate communication with anyone outside of what is deemed acceptable and approved by the School.
- Cooperate with NewTech High in a timely and professional manner.

5. Intellectual Property

All proprietary materials and tools provided by NewTech High remain the property of NewTech High and PW2 Consulting LLC unless otherwise agreed in writing.

Custom materials developed specifically for the School may be subject to shared ownership, to be detailed in a separate addendum if applicable.

6. Confidentiality

Each party agrees to maintain the confidentiality of all non-public information disclosed in connection with this Agreement and not to disclose it to any third party without prior written consent.

7. Independent Contractor

NewTech High is an independent contractor and not an employee, partner, or agent of the School. Nothing in this Agreement shall be construed to create any such relationship. The chief consultant for NewTech High is Patrick Walsh, a licensed educator and Superintendent in the State of Minnesota, as well as an owner of PW2 Consulting LLC.

There will be other individuals that may consult through NewTech High as part of the professional development package, but these primary costs, time arrangements will be arranged by the Service Provider or other representative of NewTech High.

8. Indemnification

Each party shall indemnify, defend, and hold harmless the other from any claims, losses, or damages arising out of the negligent acts or omissions of the indemnifying party. Each party is expected to insure themselves for their own employees or consultants.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

10. Entire Agreement

This Agreement represents the entire understanding between the parties and supersedes all prior discussions or agreements. Any modifications must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

For NewTech High and PW2 Consulting LLC

By: _____

Name: Patrick Walsh, President, PW2 Consulting

Date: _____

For Dawson-Boyd School District

By: _____

Name: Holly Ward, Superintendent

Date: _____

By: _____

Name: Ryan Stotesbery, HS Principal

Date: _____

By: _____

Name: _____, School Board Member

Date: _____