

HANDLE WITH CARE

Behavior Management System, Inc.

Bruce Chapman
President

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Richmond Heights Local Schools
447 Richmond Road
Richmond Heights, OH 44143

STANDARD HANDLE WITH CARE CONTRACT

Below is a contract for licensing and training in Handle With Care's Instructor Certification Program.

HANDLE WITH CARE 3 DAY INSTRUCTOR CERTIFICATION TRAINING

DAY 1 VERBAL TRAINING

Number of Participants	Up to 20 Participants*
Length of Training:	Up to 8 Hours
Cost	\$2,500.00 plus expenses

DAY 2 BASIC PHYSICAL TRAINING

Number of Participants	Up to 20 Participants*
Length of Training:	Up to 8 Hours
Cost	\$2,500.00 plus expenses

DAY 3 INSTRUCTOR CERTIFICATION TRAINING

Number of Participants	Up to 10* Instructor-capable staff selected from the group completing the Basic Program.
Length of Training:	Up to 8 Hours
Cost	\$2,500 plus expenses

*Participant number and training schedule is subject to change if there are Federal or State COVID or other restrictions limiting the number of attendees.

**Any Participants over the allotted amount of 20 for days 1 & 2 will be charged an extra \$150 per/day per/Participant; any Participant over the allotted amount of 10 for day 3 will be charged an extra \$ 250.00 per Instructor. Over 14 becomes a 2-day Instructor training.

Cost:	\$7,500.00 (excluding expenses*)
Estimated Expenses	\$500.00
Total Cost (not to exceed)	\$8,000.00

AGENCY IS GIVEN COPYRIGHT AUTHORIZATION FOR ONE YEAR.
ONE PARTICIPANT MANUAL, INSTRUCTOR MANUAL AND VIDEO IS INCLUDED
You may copy the materials for your staff at no additional cost as per license.

EXPENSES

- \$75.00 per diem for any program requiring air travel &/or hotel accommodations.
- Air travel, hotel, car rental, parking & any other transportation costs.
- Auto travel: Mileage billed at the Federal Rate, currently .56 per mile.

SITE & EQUIPMENT REQUIREMENTS (please read carefully)

Verbal Training

- Sign in table outside the event room. Masks and sanitizer for participants. Gloves are at the option of the school/participant. HWC will be asking participants for a self health assessment and we will take temperatures.
- Tables/desks and chairs for the number of participants
- Desk/Table and chair for Instructor
- Flip chart or white board
- Space to accommodate social distancing requirements for the number of persons attending

Physical Training

- Sign in table outside the event room. Masks and sanitizer for participants. Gloves are at the option of the school/participant. HWC will be asking participants for a self health assessment and we will take temperatures.
- Flip chart, whiteboard or blackboard
- Chairs for participants stacked or around perimeter
- Space to accommodate social distancing requirements for the number of persons attending
- Flat training area appropriate for the number of participants.
- Any relevant equipment normally used by Entity
- SOFT kneepads (soft e.g. volleyball) for each participant provided by the Entity
- Entity is responsible for the reproduction of HWC Materials per Contractual Terms

Participants should be advised to wear loose comfortable clothing e.g. sweats, t-shirts and sneakers. Note: Participants who cannot move down to or up from the floor comfortably may not be able to complete parts of this program. Instructor candidates must be able to complete the entire program, and should be comfortable going down to and up from the floor.

COVID-19
See Addendum.

RECERTIFICATION/RETRAINING

Annual training is required to ensure the quality of training and to update Participants/Instructors on any refinements or changes in the technology. Annual training is required for the entity to maintain its license

to use and copy Handle With Care's program and materials. Entities that are not current in their certification, and that do not have a training and licensing extension, will be responsible for discontinuing the use (and training) of HWC's program and materials.

Entities or instructors whose license term expired or requesting extensions over 30 days will be charged a pro rated licensing fee beginning after the 30 day grace period.

HWC CONTRACTUAL TERMS

In consideration of attending or receiving access, certification or license to view, evaluate, use, teach or copy HWC's training or materials, Richmond Heights Local Schools agrees as follows:

Acknowledgment of Risk. Each entity and participant represents and acknowledges that it is aware that there are inherent risks associated with any physical activity, including, but not limited to, physical training in behavior management, self-defense & physical restraint and understands that participation in this program entails risks which may result in physical injury, as well as complications arising therefrom, including death. These risks also include exposures to the hazards of the novel COVID- 19. Each entity and participant has had the opportunity to be informed of the content of the training provided by HWC and hereby agrees to accept the inherent risks involved.

Handle With Care Behavior Management System, Inc. consists of its owners, directors, officers, independent contractors, and employees (collectively "HWC"). This is a one-year limited use non-exclusive, not-for-resale license and services agreement, not a contract of sale.

ENTITY OF RECORD.

Richmond Heights Local Schools (hereinafter "Entity" or "Entity of Record") is the entity contracting for HWC's Program.

The Entity of Record may only use, teach or copy HWC's Programming or Materials to Entity employees unless otherwise authorized in writing by HWC. If the Entity of Record contracts with independent contractors to provide employee-type services only on a contractor or casual basis, the Entity may consider those independent contractors as Entity Employees (hereinafter collectively 'Entity Employees') provided such staff are subject to these contractual terms and have insurance coverage comparable to that provided by Entity for Entity's employees. The Entity of Record contracting for an on-site training may not invite outside entities i.e. agencies, facilities, partnerships, businesses, organizations, persons or schools without HWC's prior consent.

OWNERSHIP OF PROGRAM AND TRAINING.

Entity agrees that all intellectual and property rights (including, but not limited to, the written manual, video, and performance of the verbal and physical components, techniques, team strategies, teaching methods, presentation methods and exercises, demonstrations, performances, workshops and seminars) in the manual and training program provided are owned by HWC and are protected by United States Contract, Copyright, Trademark and Patent laws (International Rights Reserved), other applicable property laws, state and common laws and international treaty

provisions. HWC retains all rights not expressly granted. Nothing in this agreement shall grant to Entity or Employee any rights, title or ownership interests in or to the Program, Training, Performance or Materials. Any notice of copyright, trademark, patent or other proprietary right shall not be removed, altered or otherwise obstructed.

Any copies permitted under this Agreement are subject to this Agreement and must contain the same copyright and other proprietary notices.

OWNERSHIP OF DERIVATIVE WORKS.

The creation of derivative works is not permitted except with prior written approval by HWC. Derivative works include but are not limited to video, including cell phone, and audio taping training. If a derivative work is made, then to the extent Entity or its Employees create a derivative work /s of HWC Materials or Program, it is agreed that such derivative work/s shall be solely and exclusively owned by HWC.

HWC TRAINING AND LICENSING

Instructor certification means that Entity Employees trained as Instructors can use and instruct HWC Basic training to Employees of the Entity of Record. HWC hereby grants Entity permission to use and reprint (copy) the Verbal Manual for each Employee receiving verbal training and the Physical Manual for each Employee receiving physical training and the Instructor Manual and video for each Employee receiving Instructor training for a period of one year from the date HWC provided the training. Annual training is required. This license is renewed annually.

All Handle With Care materials must be kept or maintained separate and distinct from all other materials, training or programs. HWC's Materials may only be distributed to Entity Employees receiving HWC training pursuant to this Agreement or any extension thereof. All HWC materials, including the manuals, video, and training must be kept under the cover page provided by HWC which contains the Notice of Copyright and Trademark. HWC materials must be kept and maintained separate and distinct from all other materials, training or programs. HWC materials, training and programming can only be used and taught by ENTITY Employees and cannot be shared with or disclosed to person's outside ENTITY

A 30 day extension is automatically granted. Entities and/or Employees requesting extensions over 30 days will be charged a pro rated licensing fee beginning after the 30 day grace period.

PROTECTION OF PROPRIETARY RIGHTS.

Entity or Entity Employee acknowledges that HWC training or materials are proprietary and confidential and contain trade secrets. Entity is responsible for ensuring that all Entity Employees receiving HWC training or materials, comply with the terms and conditions of this Agreement. Entity agrees to take all reasonable steps to prevent all parties under its control or contract from using, copying, altering, incorporating, modifying, marketing, capitalizing, defaming, re-selling, lending, leasing, renting, assigning or distributing the program, goodwill and training other than as expressly authorized by this agreement (including but not limited to reverse engineering or taking components of the program and marketing them under a different name or title). Entity or Entity Employee shall promptly notify HWC of any unauthorized use discovered,

and agrees to cooperate with HWC in any action taken by HWC to terminate any such unlawful or illegal conduct or actions.

INFORMATION AND MATERIAL REQUESTS.

Requests for HWC training or program information or copies of HWC Materials by outside entities (including attorneys), governmental organizations, non-profits or press, shall be referred to HWC.

POLICY AND COMPLIANCE.

Entity of Record and Entity Employees are responsible for knowing and complying with all applicable federal, state and local laws and regulations (hereinafter "Law") including those regarding the use (and reporting) of physical restraint. In the event there are variances between HWC and the Law, the Entity of Record and/or Employee shall follow the Law.

PROGRAM ADHERENCE.

In no instance shall HWC's techniques or holding methods be used unlawfully or for punishment. Entity agrees to take all steps reasonably necessary to ensure that any Entity staff who restrains another person using HWC's program fully understands and will abide by all of the safety precautions, safety protocols, advisories and warnings in HWC's Training Program and Materials.

INDEMNITY.

HWC and/or their directors, officers, volunteers, representatives, independent contractors and employees are NOT responsible for the errors, omissions, acts, negligence or failure to act of any party, participant or entity using or conducting HWC training on behalf of themselves or the Entity. The Entity shall hold HWC harmless from and against damages, liabilities, losses, judgments, attorneys' fees, costs, and expenses caused by the negligent acts, gross negligence, culpable acts, errors or omissions of Entity and/or Entity Employees.

CHOICE OF LAW.

Unless otherwise agreed to in writing, this agreement is governed by New York law and venued in Ulster County, New York or Northern District of New York.

CANCELLATION POLICY.

GENERAL. If the Entity and/or Employee needs to cancel already-scheduled dates, 30-day notice is required of this rescheduling or written consent by HWC. If HWC booked travel in reliance on a contract or scheduled training dates and the training is cancelled, Entity is responsible for unrefunded travel fees.

WEATHER OR UNFORESEEABLE CIRCUMSTANCE. Scheduled trainings sometimes need to be cancelled due to weather conditions. If inclement weather will likely prohibit the registrants and/or the trainers from attending, we will reschedule. HWC will make reasonable efforts to phone or email all registrants to inform of the cancellation. Once the training is underway, it is most likely that it will continue to completion as scheduled. We will allow registrants to attend an alternate training if s/he cannot attend for weather or

other good cause. HWC is not responsible nor liable for travel decisions of the Entity of Record, registrants or Employees.

HWC reserves the right to cancel or reschedule trainings at any time. If HWC cancels or reschedules the training due to weather or circumstances beyond its control, we will credit or refund the full amount of training. HWC is not responsible for non-HWC travel arrangements, travel fees, or any expenses incurred by the Entity or Employees.

TERMINATION.

1. In the event Entity or Entity Employees do not maintain their license or certification/s according to the provisions in this Agreement, then the Agreement terminates and Entity shall discontinue all use of HWC's Program or Materials.
2. In the event ENTITY is overdue on any fees, charges, disbursements or expenses as set forth in this agreement, and fails to cure within 15 days of written notice, this Agreement shall terminate.
3. In the event one party materially breaches the terms of this agreement, the other party may terminate this agreement after giving a written notice to the breaching party informing them of the breach and a 30-day opportunity to cure the breach.
4. HWC retains the right to immediately terminate this agreement if Entity engages in an act or acts which bring HWC or its principles into public disrepute, contempt, scandal or ridicule, or fails to comply with quality assurance and training requirements, or uses excessive or unlawful force.
5. In the event of termination, all copies of HWC's Materials must be destroyed or immediately returned to HWC, at HWC's option.
6. The rights and obligations under the section entitled "Protection of Proprietary Rights" shall survive any termination and continue to bind the parties to the agreements contained therein.

PAYMENT.

The Entity agrees to supply any information, documents and/or purchase orders needed to process payment. If a purchase order or other documents are required, it is the Entity's responsibility to supply them. If documents or purchase orders are required but not supplied, the Entity will be financially obligated to pay for services received (and/or costs) according to our standard terms. The Entity agrees to supply any information needed to process payment in a timely manner.

Payment is late if not received 15 days from the time training is delivered. Late fees of 1.5% per month may be imposed after 30 days along with any costs for collection.

RIGHTS, REMEDIES AND SERVERABILITY

The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

In the event that one or more of any portion of the provisions contained in this agreement shall be invalid or unenforceable for any reason, the legality and enforceability of the remaining provisions shall not be affected thereby.

NO REPRESENTATIONS

This Agreement constitutes the entire Agreement and supersedes all prior agreements between the HWC and Entity in respect to the subject matter herein. HWC has made no representations or promises in respect to the Training which is the subject of this agreement except those contained herein, and those, if any, contained in some written communication to Entity, signed by an officer of HWC.

The parties hereto have duly executed this Agreement as of the date first above written.

PROGRAM OWNER
Handle With Care Behavior
Management System, Inc.
184 McKinstry Road
Gardiner, NY 12525

ID: 14-1803426
Phone: 845-255-4031

ENTITY

Richmond Heights Local Schools
447 Richmond Road
Richmond Heights, OH 44143

Phone: 216-692-0086 ext. 571227



Bruce Chapman, President
