



RICHMOND HEIGHTS LOCAL BOARD OF EDUCATION
REGULAR WORK MEETING MINUTES
JUNE 27, 2022
7:00 P.M.

We invite public participation at all of our meetings. Please complete the participation form upon arrival so you can be acknowledged at the appropriate time.

Mission: To prepare individual learners to navigate an evolving global community using 21st century competencies.

The Regular Meeting of the Richmond Heights Board of Education was called to order at 7:03 p.m. on Monday, June 27, 2022, by President, Nneka Slade Jackson.

The following members answered the roll: Nneka Slade Jackson, Frank Barber, Jacky C. Brown, Sr., Linda Pliodzinskas, and Dr. Hugh Turner.

RESOLUTION NO 06-147-2022

Moved by Dr. Turner, seconded by Mrs. Pliodzinskas, to adopt the agenda including the **CONSENT AGENDA** as amended to remove item IX. I. Item #5 from the Consent Agenda and move it to XI. New Business. Item #24. (Consent agenda items are highlighted in gray).

Roll Call: Ayes – Dr. Turner, Mrs. Pliodzinskas, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

SUPERINTENDENT'S REPORT

- **General Update**

BOARD'S REPORT

- **General Update**

RECOMMENDATIONS OF THE TREASURER**RESOLUTION NO 06-148-2022**

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to approve Appropriations and Estimated Resources for FY2022. (ATTACHMENT #1)

APPROPRIATION ADJUSTMENTS:

FUND	INCREASE/DECREASE	TOTAL
001 General Fund	\$1,149,609.65	\$16,149,609.65
018 Principal Fund	\$19411.34	\$55173.47
019 Other Local Grants	\$2653.14	\$21,329.14
300 Athletics	\$54,091.52	\$228,111.52
439 Preschool Grant	(\$12,274.64)	\$25,147.70
516 Title VIIB	\$3,080.66	\$276,625.00
587 Early Childhood	(\$190.40)	\$3,226.69
590 Classroom Reduction	\$42,218.27	\$91,145.21
002 Debt	\$0.02	\$860,850.02
003 PI	\$35,689.44	\$744,499.80
004 Construction	\$25,789.51	\$2,770,607.98
006 Foodservice	\$114,976.45	\$614,976.45
014 Special Rotary	\$1,035.25	\$11,635.25
007 Special Trust	\$5,000.00	\$6,000.00
200 Student Activity	\$7,136.79	\$33,136.79

INCREASE IN ESTIMATED RESOURCES:

FUND	INCREASE	TOTAL
300 Athletics	\$87,075.82	\$222,014.46
510 COVID	\$120.10	\$13,634.23
014 Special Rotary	\$1,116.50	\$10,616.50
200 Student Activity	\$9,743.76	\$24,743.76

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-149-2022

Moved by Mr. Barber, seconded by Mr. Brown, to approve the consent agenda.

- A. **Certified #1 (Approve extended work for Preschool Teacher)**
- B. **Certified #2 (Accept resignation of teacher)**
- C. **Classified I #1 (Approve extended unpaid leave)**
- D. **Classified I #2 (Employ substitute classified)**
- E. **New Business #1 (Correct minutes)**
- F. **New Business #2 (Renew Agreement with EA (Education Alternatives)**
- G. **New Business #3 (Renew Agreement with United Cerebral Palsy Association)**
- H. **New Business #4 (Renew Agreement with Positive Education Program)**
- I. ~~**New Business #5 (Renew Agreement with Re-Education Services, Inc)**~~
- J. **New Business #6 (Renew Agreement with Healthcare Process Consulting, Inc)**
- K. **New Business #7 (Renew Agreement with Right Focused)**
- L. **New Business #8 (Renew Agreement with MobyMax)**
- M. **New Business #9 (Renew Agreement with PSI Proposal Title I Services)**
- N. **New Business #10 (Renew Agreement with Nexstep Healthcare, LLC**
- O. **New Business #11(Renew Agreement with Maxim Healthcare Service)**
- P. **New Business #12 (Renew Agreement with Illuminate Education)**
- Q. **New Business #13 (Renew Agreement with NWEA)**
- R. **New Business #14 (Approve Agreement with Diversity Center of NEO)**
- S. **New Business #15 (Renew Agreement with Renaissance Accelerating Learning)**
- T. **New Business #16 (Approve Agreement with Edmentum)**
- U. **New Business #17 (Renew Agreement with Naviance Solutions)**
- V. **New Business #18 (Approve Agreement with Connect ITC)**
- W. **New Business #19 (Renew Agreements for Special Education Transportation)**
- X. **New Business #20 (Renew Agreement for Transportation of a student)**

Roll Call: Ayes – Mr. Barber, Mr. Brown, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

RECOMMENDATIONS OF THE SUPERINTENDENT

CERTIFIED I:

- Item #1** To approve, Preschool Teacher, **Christina Ohmer**, for extended work during the summer for preschool ETR and IEP testing and writing. The rate of pay is \$35/hr., not to exceed 25 hours. (To be paid from ARP ESSER Grant Funding)
- Item #2** To accept the resignation of the following employee. (ATTACHMENT #2)
- **LaShonda Marshall**, Kindergarten Teacher, effective June 30, 2022

CLASSIFIED:

- Item #1** To approve the following extended **unpaid leave** due to the exhaustion of sick leave.
- **Michelle Joiner, Cleaner**, effective June 16, 2022 through August 5, 2022.
- Item #2** To employ the following classified personnel as casual, day-to-day substitutes and at the Board-approved rate of compensation, effective for the 2021-2022 school year, pursuant to Board Policy 3120.04., pending completion of their personnel file.
- **Daniel Dietrich** – Substitute Grounds
 - **Kaneisha Swoope** – Substitute Cleaner

NEW BUSINESS

- Item #1** To correct the May 23, 2022 minutes Resolution No 05-122-2022 to reflect Open Tone Music invoice amount as \$3,135.00 not \$3,000.00.
- Item #2** To renew the following contract for Special Education services, compensation on a case-by-case basis, for the 2022/2023 school year as follows: (ATTACHMENT #3)
- EA (Education Alternatives):**
- Day Treatment Program - \$237.00 per day or \$277.00 per day, Non-Medicaid
 - One-on-One Aide - \$152.00 per day
 - ECHO Program - \$50.00 per ½ day, <4 hours / \$101.00 per full day, >4 hours
 - VisionQuest - \$168.00 per day
 - Coral Autism Program - \$258.00 per day
- Item #3** To renew the contract for special needs student services between Richmond Heights Local School District and **United Cerebral Palsy Association of Greater Cleveland**, effective August 1, 2022 through July 31, 2023. (ATTACHMENT #4)
- Physical, Occupational, and Speech Therapists \$84.00/hr. (no change)
 - Physical and Occupational Assistants \$61.00/hr. (no change)
 - Mileage \$0.585/mile
 - Purchase of therapy equipment \$500.00

Item #4

To renew an agreement with the Educational Service Center of Cuyahoga County for special education services provided by the **Positive Education Program (PEP)**, compensation on a case-by-case basis for the 2022-2023. (**ATTACHMENT #5**)

- Eastwood, Greenview, Hopewell & Willow Creek DTC – Grades K to 8, \$264.00/day
- Eastwood, Greenview, Hopewell & Willow Creek DTC – Grades 9 to 12, \$274.00/day
- Phoenix DTC – All Grades, \$338.00/day
- Prentiss Autism Center – All Grades, \$456.00/day
- Home Instruction, \$264.00/day

Item #5

To renew the following contracts for ~~Re Education Services, Inc.~~ special education services, compensation on a case-by-case basis, for the 2022-2023 school year as follows: (**ATTACHMENT #6, #7, #8, #9**)

- ~~Re Education Services, Inc. ACCESS Program: (\$53,985.00/yr. per student).~~
- ~~Re Education Services, Inc. TRANSPORTATION Services: (\$10,797.00/yrs. per student)~~
- ~~Re Education Services, Inc. CLASSROOM AID Services: (\$34,221.00/yr. per student)~~
- ~~Re Education Services, Inc. TRANSPORTATION AID Services: (\$13,725.00/yr. per student)~~

Item #6

To renew the agreement between **Healthcare Process Consulting, Inc. (HPC)** and the RHLSD for the purpose of managing the district's Ohio Medicaid School Reimbursement Program from July 1, 2022 to June 30, 2023, in the amount of \$7,000.00. (**ATTACHMENT #10**)

Item #7

To renew the agreement between **Right Focused** and RHLSD in the role of the teacher/staff Supportive Service & Wellness Coach, and the student/family Behavioral Wellness Coach, not to exceed \$25,000 for the FY22-23 beginning September 2022. (Paid from ESSER II & III funds) (**ATTACHMENT #11**)

Item #8

To renew **MobyMax** schoolwide license, complete K-8 curriculum for all subjects for one (1) year, for a total of \$3,495.00. (Paid from Title I funds)

Item #9

To renew the **PSI Proposal Title I Services** for non-public schools for the 2022/2023 school year at a rate of \$58.46/hr. for the Title 1 Teachers.

Item #10

To renew the service agreement between **Nexstep Healthcare, LLC** and RHLSD to provide Title I Intervention Teachers for reading and math. Teachers to be determined based on need. (**ATTACHMENT #12**)

Item #11

To renew the service agreement between **Maxim Healthcare Services** and RHLSD to provide a district Nurse for the elementary school for the 2022/2023 school year. LPN \$46.00/hr. or RN \$56.00/hr. (To be paid from ESSER II & III) (**ATTACHMENT #13**)

- Item #12** To renew the agreement between **Illuminate Education** and the RHLSD for the purpose of tracking student data in all areas including academics, demographics, attendance, social-emotional, qualitative and more, so that real-time, data decisions can be made from a holistic perspective about each student. This is a three year agreement and is the cornerstone of our strategy as outlined in the School Improvement Grant. The costs are; Year 1(July 1, 2022- June 30, 2023) \$10,237.50; Year 2 (July 1, 2023-June 30, 2024) \$10,648.50; Year 3 (July 1, 2024-June 30, 2025) \$10,887.20. **(ATTACHMENT #14)**
- Item #13** To renew the agreement between the Richmond Heights Local School District and NWEA for MAP Growth Science and MAP Growth K-12 at a rate of \$12,400.00 a year, effective July 1, 2022 – June 30, 2023. (Paid from ESSER II & III Funds)
- Item #14** To approve the agreement between the Richmond Heights Local School District and **Diversity Center of Northeast Ohio** for the program **YouLEAD** , that will focus on socioeconomics, at a cost of \$1,800.00 (\$450.00 per session) (Paid from High School Budget) **(ATTACHMENT #15)**
- Item #15** To renew the **Renaissance Accelerating** Learning for Elementary School; a reading assessment program in the amount of \$4,057.50, effective 9/1/2022 – 8/31/2023, (To be paid from Title I)
- Item #16** To approve the agreement between **Edmentum** and Richmond Heights Local School District for the Apex Learning Courses: unlimited enrollments for all students district wide, effective 7/1/2022 -6/30/2023.
- Item #17** To renew the agreement between PowerSchool Group LLC and Richmond Heights Local School district for the **Naviance Solution** Suite license and subscription fee at a rate of \$10,890.96
- Item #18** To approve the agreement between **Connect ITC** and the Richmond Heights Local School District, to provide an EMIS support specialist, on a as needed basis, at a rate of \$1,500.00 per month, effective July 1, 2022 – June 31, 2023 (To be paid from General Funds) **(ATTACHMENT #16)**
- Item #19** To renew the following contracts for **Special Education Transportation** on a case by case basis, costs for the 2022-2023 school year as follows: **(ATTACHMENT #17 & 18)**
- **Suburban School Transportation Company, Inc.** who will mutually agree on compensation on a case-by-case basis, effective July 1, 2022 through June 30, 2023.
 - **LT Transport Inc.,** at a rate of \$70.00/hr. per student based on a minimum of two students plus a 70¢ per mile charge for fuel. The price for an Aide/Monitor will not exceed \$75.00/day.

Item #20

To renew and introduce the following resolution and move its passage:

AGREEMENT FOR TRANSPORTATION OF STUDENT

This Agreement is entered into by and between the Richmond Heights Local School District Board of Education ("Board") and parents [REDACTED] and [REDACTED] (collectively "Parents"), regarding the transportation of their child, [REDACTED] ("Student").

WHEREAS, it is necessary for the Board to make special arrangements for the transportation of the Student in order to allow the Student to attend a special education program located at Sunbeam Elementary School, 11800 Mt. Overlook Ave., Cleveland OH 44120 ("Program"); and

WHEREAS, the Board has been unsuccessful in securing a transportation company that can accommodate the Student and his required apparatus and nursing aide; and

WHEREAS, the Board has one bus in its fleet that can accommodate the Student and his required apparatus; however that bus is already routed for the other special needs students in the district attending the RHLSD schools; and

WHEREAS, the Parents have agreed to provide transportation for the Student to and from the Program for the remainder of the 2022-2023 school year;

THEREFORE, the Board and the Parents agree to the following:

1. The Parents agree to transport the Student to and from the Program on each day that the Program is in session for the remainder of the 2022-2023 school year.
2. In consideration of the services set forth above, the Board agrees to pay the Parents a total of Fourteen Thousand Dollars (\$14,000.00) at \$80.00 per day not to exceed fourteen thousand dollars \$14,000 for 175 days. The Parents will be paid in ten (10) monthly installments of fourteen hundred dollars (\$1,400.00) in accordance with procedures established by the Treasurer. The Parents agree to submit a monthly record of the transportation they provided for the Student to the Treasurer's Office.
3. By executing this Agreement, the Parents reject any offer of the Board to provide transportation for the Student to and from the Program.
4. The Parents expressly agree that it shall be their sole responsibility to communicate with the Program's representatives regarding delays or cancellations of the Program, as they may affect the provision of transportation for the Student.
5. The Parents recognize and acknowledge that they are not employees of the Board, and that they shall receive compensation or benefits for their services beyond the payments set forth above.
6. The Parents agree that neither the Board nor any of its members, administrators, employees, or agents shall be liable for any personal injury or property damage directly or indirectly caused by or resulting from the transportation of the Student in accordance with this Agreement. The Parents, individually and on behalf of the Student, hereby forever release and discharge from any and all liability for, and shall defend and indemnify the Board, including its members, administrators, employees and agents, and save them harmless against, any and all claims, actions, damages, liability, and expenses in connection with the loss of life, personal injury, and/or damage to property of the Parent, Student, or third parties arising out of or in connection with the provision of transportation for the Student in accordance with this Agreement.

RESOLUTION NO 06-150-2022

Moved by Mr. Barber, seconded by Dr. Turner, to approve the **NEOnet Agreement for a Technology Coordinator** three (3) days a week and a Tier 1 Technician for five (5) days a week, at a rate of \$97,350 yearly. The term is July 1, 2022 through June 30, 2023. **(ATTACHMENT #19)**

Roll Call: Ayes – Mr. Barber, Dr. Turner, Mr. Brown, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-151-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Brown, to approve the **ESC (Educational Service Center of Northeast Ohio) Special Education Programs/Services for the 2022-2023 School Year Agreement for Admission of Tuition Pupils** for Special Education students on a case-by-case basis. **(ATTACHMENT #20)**

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Brown, Mr. Barber, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-152-2022

Moved by Dr. Turner, seconded by Mr. Barber, to approve the **job description for Administrative Assistant for Special Education and Educational Services** **(ATTACHMENT #22)**

Roll Call: Ayes – Dr. Turner, Mr. Barber, Mr. Brown, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-153-2022

Moved by Dr. Turner, seconded by Mrs. Pliodzinskas, to renew the following contracts for **Re-Education Services, Inc.** special education services, compensation on a case-by-case basis, for the 2022-2023 school year as follows: **(ATTACHMENT #6, #7, #8, #9)**

- Re-Education Services, Inc. – **ACCESS** Program: (\$53,985.00/yr. per student).
- Re-Education Services, Inc. – **TRANSPORTATION** Services: (\$10,797.00/yr. per student)
- Re-Education Services, Inc. – **CLASSROOM AID** Services: (\$34,221.00/yr. per student)
- Re-Education Services, Inc. – **TRANSPORTATION AID** Services: (\$13,725.00/yr. per student)

Roll Call: Ayes – Dr. Turner, Mrs. Pliodzinskas, Mr. Brown, and Ms. Slade Jackson.

Abstained – Mr. Barber

Nays – None.

Motion Carried 4-0.

CERTIFIED II:

RESOLUTION NO 06-154-2022

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to approve the **supplemental limited contract** with ESC for the following employee.

- **Eric Choate**, Speech Language Pathologist, to perform additional duties (to complete the additional IEP and ETR writing). Service is from May 30, 2022 – July 8, 2022, at a rate of \$35.00/hr. (To be paid from ARP ESSER Grant Funding)

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-155-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Brown, to approve the updated job description for Assistant Principal and to approve **Shauntel Lodge as the Assistant Principal** for the Upper School (Middle and High). He will be removed from the ESC Contract as the Dean of Students as he has obtained his 5-year Professional Principal License for grades 5-12. His 3-year contract with RHLSD would be for 220 days for \$82,000 annually. **(ATTACHMENT #21)**

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Brown, Mr. Barber, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-156-2022

Moved by Mr. Barber, seconded by Dr. Turner, to approve a **salary increase** of 2.5% for the following administrators for their 2022-2023 contract.

- Marnisha Brown
- Kelly Askew
- Elizabeth Taylor
- Quentin Rogers

Roll Call: Ayes – Mr. Barber, Dr. Turner, Mr. Brown, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

OLD NEW BUSINESS:

RESOLUTION NO 06-157-2022

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to correct Resolution No 05-107-2022 from the May 9, 2022 board meeting, both changes are due to recalculated **longevity** changes.

- **Therese Humanchuk**, FY2023 Salary = \$49,694.40 instead of \$49,372.85
- **Kathy Bendes**, FY2023 Salary = \$58,004.64 instead of \$58,098.60

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 06-158-2022

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to approve the **summer experience art proposal** from Whitney Wilcoxson to provide a two-week summer art experience June 20, 2022-July 1, 2022 due to the cancellation of the Museum of Human Creativity (MOHC). The cost of the two-week camp is \$1,500 which is comparable to the other 2-week camps.

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

ADJOURNMENT

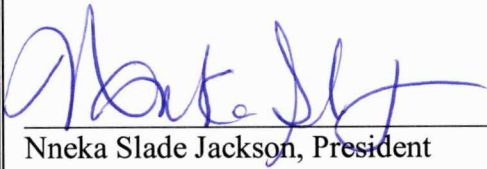
RESOLUTION NO 06-159-2022

Moved by Mr. Brown, seconded by Dr. Turner, to adjourn the meeting at 8:23 p.m.

Roll Call: Ayes – Mr. Brown, Dr. Turner, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.



Nneka Slade Jackson, President



Cooper Martin, Treasurer

Vision: Richmond Heights is a first choice school district providing an equitable educational environment that promotes safe, respectful, responsible relationships where pride in self, school, and community flourishes

JUN 17 PM3:20

Attachment #2

LeShonda J. Marshall

3932 Wendy Dr.
Cleveland, OH 44122

June 17, 2022

Richmond Heights Elementary School

444 Richmond Rd.
Richmond Heights, OH 44143

Dear: Mrs. Taylor

After careful consideration, and a great deal of self reflection, I am resigning as kindergarten teacher with Richmond Heights Elementary School effective June 30, 2022. This will conclude my contracted obligations for the 2021-2022 school year. Additionally, according to my June 15th paycheck stub, I have 7.38 hours of sick time.

I appreciate the opportunity that was given to me by Richmond Heights. I have gained a wealth of knowledge and have grown tremendously in my teaching career. If there is anything I can be of assistance to, in this transition process, please do not hesitate to reach out.

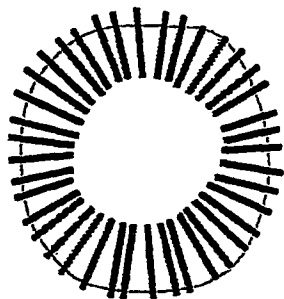
Educationally,

LeShonda Marshall M.Ed.

LeShonda Marshall M.Ed.
shondamars@gmail.com
216-333-3374

RECEIVED

JUN 17 2022



EA education alternatives

SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on _____ 2022, between **Richmond Heights Local Schools** (the "District"), an Ohio Public School, chartered under Chapter 3311 of the Ohio Revised Code, and **Education Alternatives ("EA")**, an Ohio nonprofit corporation, with offices at 5445 Smith Road, Cleveland, OH 44142 (the "Parties").

BACKGROUND

WHEREAS, the District must provide a free and appropriate education ("FAPE") for its students, in accordance with state and federal laws;

WHEREAS, EA is a service provider equipped to educate students with varying educational, emotional and physical needs and meet the students' FAPE requirements;

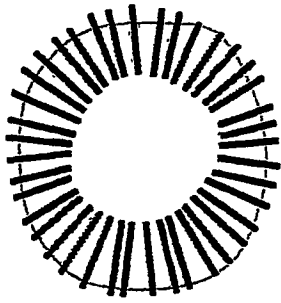
WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2022-2023 school year;

The Parties agree as follows:

1. EA Programming.

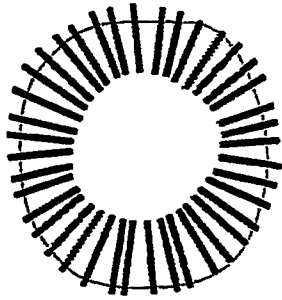
A. The District has the choice of five programs, depending upon the individual student's needs and the student's Individualized Education Program ("IEP") team determination.

- i. Day Treatment Program. EA's Day Treatment program is a non-residential program where students are provided mental health services in conjunction with the student's educational programming. EA's program features a 1:6 staff to student ratio, an emphasis on social skills development and behavior management. This program is best suited for students on an IEP, whose emotional issues prevent him or her from learning in a traditional education environment.
- ii. ECHO Program. EA's "ECHO" program is a flexible computer and individual tutoring based learning model for students at risk of dropping out of school, in need of credit recovery, or wanting a non-traditional learning environment. ECHO primarily serves students in grades 9-12, but can accommodate middle school students. The ECHO program is not suitable for students who demonstrate significant emotional disturbance.
- iii. Coral Autism Program. EA's "Coral Autism Program" is a program for students with an autism designation who may also have behavioral difficulties, but cannot function in a day-treatment classroom. The Coral program has a 1:3 staff-to-student ratio and the environment is tailored to the students' particular needs.
- iv. VisionQuest. EA's "VisionQuest" program is for 18-22 year-olds with developmental disabilities, who require assistance in community involvement, employment and independent living skills.



EA education
alternatives

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- B. Due to the Covid-19 pandemic health crisis, EA may provide the above educational services remotely, through a variety of distance/online learning platforms. The District will be notified if an enrolled student is receiving services remotely, and the expected duration the educational services will be provided remotely. The per diem rates specified in Schedule A will apply whether the contracted services are provided on-site or remotely.
2. **Related Services.** The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. EA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at EA facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the District's students.
3. **Term.** The term of this Agreement shall begin July 1st, 2022 and will automatically expire June 30th, 2023.
4. **Rates and Billing.**
- A. The District shall pay EA the per diem rate, shown in Schedule A attached to this Agreement, for each student enrolled by the District, not to exceed 182 educational school days. The educational school year includes all: teacher in-services, calamity days, truancy days, absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.
- B. The District shall pay EA the cost of providing the enrolled Day Treatment student's mental health services, if the student does not qualify for Ohio Medicaid behavioral health services. The per diem rates for such services are shown in Schedule A. If the student does qualify for Ohio Medicaid, then EA will bill the District for the lesser amount shown in Schedule A.
- C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.
5. **Termination Of A Student's Placement.**
- A. District's Obligations Cease. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from EA for any reason, the parties' respective obligations under this Agreement for that particular student shall terminate.
- B. FAPE. If the IEP team, in accordance with federal and state law, determines that a particular student is not benefiting from the EA's programming and services, the parties will terminate the student's placement at EA.
- C. Student A Danger to Self or Others. In the event that a EA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by EA's therapeutic approach, then the Parties will provide a more appropriate educational placement or immediately terminate the student's placement at EA. A more appropriate placement may be in-home instruction provided by EA staff, as determined by the IEP team and the student's needs.



EA education
alternatives

6. Education Records.

- A. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifactor evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.
- B. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.
- C. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.

7. Background Checks And Teacher Licenses.

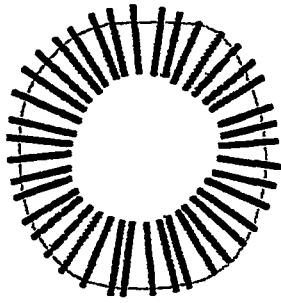
- A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.
- B. EA represents and warrants that its teachers hold current licenses in the state of Ohio.

8. Insurance. EA shall at all times during the Term, or any extension thereof, procure, maintain and keep in force general public liability insurance for claims for personal injury, death, or property damage, occurring in connection with EA, with limits of not less than Two Million Dollars (\$2,000,000.00) in respect to: death or injury of a single person or in respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) per accident in respect to property damage.

9. Indemnification. EA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by EA; or ii) any third party claims made by students, parents, or guardians arising out of the Day Treatment Services or use of EA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, EA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.

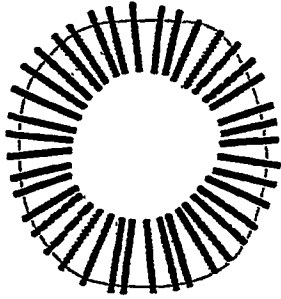
10. Miscellaneous.

- A. Merger. This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contractors or communications concerning the matters contained herein.



EA education
alternatives

-
- B. Assignment. EA shall not assign this Agreement without the written consent of the District.
- C. Notices. All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated EA email address.
- D. Amendments. All amendments to this Agreement shall be in writing and executed by both Parties.
- E. Independent Contractor. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf.
- F. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.
- G. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- H. Binding Effect. This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.
- J. Choice of Law. This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.



EA education
alternatives

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

EDUCATION ALTERNATIVES

By:

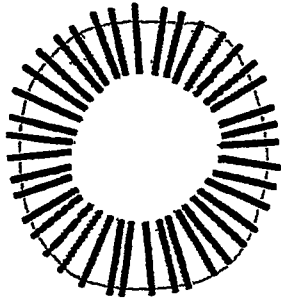
Gerald Swartz, Executive Director

Richmond Heights Local Schools

By: _____

Name: _____

Title: _____



EA education
alternatives

Schedule A
Education Alternatives Per Diem Rates 2022-2023

Day Treatment Program CARF-accredited therapeutic program.	\$237 per day \$277 per day, Non-Medicaid
One-on-One Aide Individualized services in accordance with the student's IEP.	\$152 per day
ECHO Program Computer-based academic program.	\$50/per half day, <4 hours \$101/Full-Day, >4 hours
VisionQuest Transitional job training program for young adults with Autism/DD.	\$168 per day
Coral Autism Program Specialized program for students on the autism spectrum.	\$258 per day

AGREEMENT School Therapy Services

THIS AGREEMENT IS MADE as of the 12th day of April, 2022 by and between **UNITED CEREBRAL PALSY ASSOCIATION OF GREATER CLEVELAND, INC.**, 10011 Euclid Avenue, Cleveland, Ohio 44106, an Ohio not-for-profit corporation ("UCPA"), and **RICHMOND HEIGHTS LOCAL SCHOOLS**, an Ohio public school district ("District").

WHEREAS, UCPA is qualified to obtain Physical Therapists (LPTs), Occupational Therapists (OTRs), Physical Therapy Assistants (PTAs), Occupational Therapy Assistants (COTAs) and/or Speech and Language Pathologists (SLPs) licensed in the State of Ohio; and

WHEREAS, the District desires to have UCPA obtain such services, as provided in this Agreement;

NOW, THEREFORE, in consideration of the promises set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, UCPA and the District agree as follows:

1. UCPA will assign one or more physical therapists, occupational therapists, speech and language pathologists, physical therapy assistants and/or occupational therapy assistants licensed in the State of Ohio, to provide services to District's students, upon District request, to the extent that UCPA has adequate staff to meet the request.
2. Such therapist(s) will provide evaluation, therapy/treatment, screening, consultation, meetings, and other such services as requested in writing by the District. Services will be provided in person in a District school and/or virtually via an online platform. The mode of service will be determined by the District; however, if in-person services are requested by the District and UCPA determines that the conditions are unsafe for its employees or the students, UCPA may provide said services remotely.
3. The District shall pay UCPA Eighty -Four Dollars (\$84.00) per hour of LPT, OTR and SLP service; Sixty-one Dollars (\$61.00) per hour of PTA and COTA service; and mileage of Fifty-eight and One-half Cents (\$0.585) per mile between District sites, for the provision of such services. UCPA shall invoice the District monthly for such services at the rates provided herein. All invoices shall be paid within thirty (30) days after the invoice date. Any amount that is not paid within thirty (30) days after the invoice date shall be considered "late" and thereafter will bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less. UCPA shall be entitled to recover its costs and expenses incurred in collecting any past-due amounts due hereunder, including reasonable attorneys' fees. In addition to any other remedy available, UCPA may restrict or suspend services to the District if payment in full is not made within fifteen (15) days after District's receipt of written notice that payment is late and suspension of service is pending.
4. The District shall allot a sum of Five Hundred Dollars (\$500) for the purchase of therapy equipment during the term of this Agreement and shall, upon request from UCPA, purchase therapy equipment deemed necessary by UCPA within 30 days of UCPA's written request.
5. UCPA is required to comply with the requirements of 45 CFR 164-504(e) (1) for safeguarding and limiting access to information concerning beneficiaries.
6. UCPA will allow the representatives of the U.S. Department of Human Services, ODJFS, ODE, or their respective designee, access to the subcontractor's books, documents, and records.
7. The physical therapist(s), occupational therapist(s), physical therapy assistant(s) and occupational therapy assistant(s) will provide documentation regarding the services provided as stated by current regulations. However, it shall be the sole responsibility of the District to determine the necessity for the provision of

services, to determine the nature of the services to be provided, to request appropriate services through UCPA, and to otherwise assure compliance with the provision of the Individuals with Disabilities Education Act, the Americans with Disabilities Act, and other governing state, federal, and local law and regulations.

8. The District expressly acknowledges that neither UCPA or its employees or agents are Employees of the District.
9. The term of this Agreement shall be from August 1, 2022 through July 31, 2023. However, either party may terminate this Agreement upon thirty days' written notice to the other.
10. Noncompetition. The District agrees that, commencing with the effectiveness of this Agreement and ending one year after its termination or cancellation (the "Noncompetition Period"), it will not, without the prior written consent of UCPA, either directly or indirectly, in any capacity whatsoever, (a) solicit business from, or compete with UCPA for the business of any client or customer of UCPA by whatever method, including by working with or for any District or (b) operate, control, advise, be employed and/or engaged by, perform any consulting services for, invest in, or otherwise become associated with any person, company or other entity (other than the purchase of no more than 2% of the publicly traded securities of a company whose securities are traded on a national stock exchange) who or which, at any time during the Noncompetition Period, is or may be in competition with, or engaged in the same or similar business, activities, or conduct as UCPA, in the geographical area in which UCPA maintains offices, independent contractors, or otherwise conducts business, or where UCPA has clients or customers or other persons or entities with whom UCPA had prior contacts.
11. Nondisclosure. The District agrees at all times to hold as secret and confidential (unless disclosure is required pursuant to court order, subpoena in a governmental proceeding, arbitration, or pursuant to other requirement of law) any and all knowledge, technical information, business information, developments, trade secrets, know-how and confidences of UCPA or its business, (collectively, "Confidential Information") of which he or she has acquired knowledge before, during, or after the term of this Agreement, to the extent such matters (i) have not previously been made public or are not thereafter made public, or (ii) do not otherwise become available to the District, in either case via a source not bound by any confidentiality obligations to UCPA. The phrase "made public" as used in this Agreement shall apply to matters within the domain of the general public or UCPA's industry. The District agrees not to use, directly or indirectly, such knowledge for its own benefit or for the benefit of others and/or disclose any of such Confidential Information without the prior written consent of UCPA. At the cessation of the term of this Agreement, the District agrees to promptly return to UCPA any and all written Confidential Information received from UCPA which relates in any way to any of the foregoing items covered in this paragraph and to destroy any transcripts or copies the District may have of such Information unless an alternative method of disposition is approved by UCPA.
12. Non-solicitation/Non-interference. The District agrees that, during the Noncompetition Period, he or she will not at any time, without the prior written consent of UCPA, directly or indirectly solicit, induce, or attempt to solicit or induce any Therapist or any employee or former employee (as herein defined), agent, or other representative or associate of UCPA to terminate his/her relationship with UCPA. The District further covenants and agrees that, during the Noncompetition Period, it will not, without the prior written consent of UCPA, directly or indirectly, induce or attempt to induce any actual or prospective client, customer, or supplier of UCPA to terminate, alter or change its relationship with UCPA or otherwise interfere with any relationship between UCPA and any of its suppliers or customers. A "former employee" shall mean any person who was employed by UCPA at any time during the one-year period prior to the District's engagement with UCPA.

13. Severability. In the event that Paragraphs Ten (10), Eleven (11), and/or Twelve (12) hereof shall be found by a court of competent jurisdiction to be invalid or unenforceable as written as a matter of law, the parties hereto agree that such court(s) may exercise its discretion in reforming such provision(s) to the end that the District shall be subject to noncompetition, nondisclosure and non-solicitation/non-interference covenants that are reasonable under the circumstances and enforceable by UCPA.
14. Acknowledgment. The District specifically acknowledges that the covenants set forth herein restricting competition, disclosure and solicitation/interference and ownership of intellectual property are reasonable, appropriate, and necessary as to duration, scope, and geographic area in view of the nature of the relationship between the District and UCPA.
- a. The District further acknowledges that the remedy at law for any breach of these covenants, including monetary damages to which UCPA may be entitled, will be inadequate and that UCPA, its successors and/or assigns, shall be entitled to injunctive relief against any breach without bond. Such injunctive relief shall not be exclusive but shall be in addition to any other rights or remedies which UCPA may have for any such breach.
- b. In any action or proceeding pursuant to these restrictions, the party in whose favor judgment shall be rendered shall be awarded by the court its attorneys' fees and costs incurred by it in connection with the prosecution or defense of such action/proceeding, as the case may be, and the amount of such fees and costs shall be included as a part of the judgment entered in such action.
15. Hold Harmless. The District shall hold UCPA harmless against any and all liability for loss, injury or damage caused during the normal course of services performed by UCPA staff and agents under this Agreement.
16. Notice required under this Agreement shall be provided in writing as follows:

To UCPA:

Beth Lucas, President and CEO
United Cerebral Palsy Association of Greater Cleveland, Inc.
Iris S. and Bert L. Wolstein Center
10011 Euclid Avenue
Cleveland, Ohio 44106-4701

To the District:

Renee T. Willis, Ph.D., Superintendent
Richmond Heights Local Schools
447 Richmond Road
Richmond Heights, OH 44143

IN WITNESS WHEREOF, the parties have signed this Agreement on day, month and year first above written.

UNITED CEREBRAL PALSY ASSOCIATION OF
GREATER CLEVELAND, INC.

By: 

Its: President and CEO

RICHMOND HEIGHTS LOCAL SCHOOLS

By: _____

Its: Board/ Superintendent

By: _____

Its: Treasurer

FISCAL OFFICER'S CERTIFICATE

The undersigned, as Fiscal Officer for the District, hereby certifies that the amount required to meet the agreements, obligations, payments, and estimated costs of the District under the foregoing Agreement has been lawfully appropriated, authorized or directed for such purposes and is in the Board's treasury or in the process of collection free from any obligation or certificate now outstanding.

, Treasurer

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO
AGREEMENT FOR ADMISSION OF PUPILS PURSUANT TO OHIO REVISED CODE SECTION 3313.841

The Board of Education for (Educating District) hereby enters into a contract for the admission of pupils to the Educational Service Center of Northeast Ohio for educational purposes for the school year of 2022-2023. The above-referenced Board of Education ("the Educating District") hereby agrees to pay to the Educational Service Center of Northeast Ohio ("ESCNEO") for each pupil an amount equal to the Program Cost per Enrollment Day as listed below.

In cases where the Educating District is not also the District of Residence, the Educating District acknowledges that it is solely responsible for paying to the ESCNEO the per pupil amount equal to the Program Cost as listed below, and is solely responsible for seeking reimbursement from the District of Residence as authorized by Ohio Revised Code Chapter 3323.

In cases where a pupil who receives services from a program listed below transfers to a different Educating District and continues his/her placement with Positive Education Program (PEP) following the transfer, the Educating District acknowledges that it is solely responsible for paying to the ESCNEO the per pupil amount equal to the program cost as listed below as soon as the Educating District receives evidence that the pupil is present in the district, is eligible for services, and a copy of the most recent applicable IEP as required by 34 CFR §300.323 and Ohio Administrative Code §3301-51-07(K)(5).

The Educating District also acknowledges that it is responsible for transporting each pupil, and for seeking reimbursement for transportation costs from the District of Residence as authorized by Ohio Revised Code Chapter 3323.

Positive Education Program Service	Rate per Enrollment Day
Eastwood, Greenview, Hopewell & Willow Creek DTC - Grades K to 8 (Maximum 190 billable days)	\$264
Eastwood, Greenview, Hopewell & Willow Creek DTC - Grades 9 to 12 (Maximum 190 billable days)	\$274
Phoenix DTC - All Grades (Maximum 190 billable days)	\$338
Prentiss Autism Center - All Grades (Maximum 190 billable days)	\$456
Home Instruction	\$264

Billing for services rendered will be on a monthly basis.

 (Signature) Superintendent of Educating District

 Date

 (Signature) Treasurer of Educating District

 Date

Educational Service Center of Northeast Ohio (ESCNEO)

We hereby agree to admit students from the aforementioned school district pursuant to the above-referenced provisions for the school year 2022-2023.

Robert M. Muehle
 (Signature) Superintendent of ESC of Northeast Ohio

May 16, 2022
 Date

Beth Gould
 (Signature) Treasurer of ESC of Northeast Ohio

May 16, 2022
 Date

Please return a signed copy of the agreement to:

Beth Gould • Positive Education Program • 3100 Euclid Ave • Cleveland, OH 44115 • bgould@pepcleve.org

Re-Education

Services, Inc. Providing Special Education & Individualized Programming

Student Service Agreement - Re-Ed ACCESS

Student Name:

Parent/Guardian Name:

Address:

Placing School District: Richmond Heights City Schools

Terms and Conditions of Purchase Agreement:

Payment: Richmond Heights City Schools will pay Re-Ed ACCESS a per diem rate of \$ 295 for the above named student, for each school day not to exceed 183 days in the 2022-2023 school year. *Payment received after due date (30 days) will be assessed a late fee of \$100 per month.*

Length of Agreement: The term of this agreement will not exceed one (1) school year and will automatically expire at the end of the 2022-2023 school year (6/1/2023). The school year is not to exceed 183 days including teacher in-service days, calamity days, truancy and absenteeism. Graduating students will be welcomed on the school's final days and billing will reflect such (up to 183 days).

Rights & Duties: Re-Ed ACCESS reserves the right to take immediate action in situations where a student, by act or omission, poses a risk of injury, harm or other danger to himself or to others. Such action may include, but is not limited to, immediate dismissal from the Re-Ed ACCESS program, emergency referral to psychiatric or other institutional healthcare providers, and/or securing assistance from local law enforcement authorities. The Placing School District will be promptly informed in the event such an exigent situation arises.

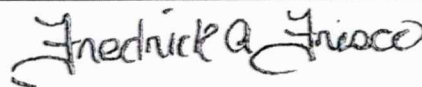
Termination of Agreement: In the event the above named student is no longer residing in the Placing School District and/or no longer attending Re-Ed ACCESS, the parties' respective obligations under this agreement for the student named above will cease as of the last day on which the student is enrolled at Re-Ed ACCESS.

In the event that Re-Ed ACCESS determines that the student is not benefiting from the programming and services provided by Re-Ed ACCESS, Re-Ed ACCESS may terminate this Agreement. The student will be returned to the Placing School District so that educational programs and services can continue to be delivered to the student through the Placing School District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

District Representative:

Date: ____/____/____

Re-Ed ACCESS
Representative:


Date: 5/9/22

MENTOR CAMPUS | BUSINESS OFFICE
6176 Reynolds Road
Mentor, Ohio 44060
PHONE 440 | 257-3131
FAX 440 | 257-3132

BEDFORD CAMPUS
370 Center Road
Bedford, Ohio 44146
PHONE 440 | 232-9055
FAX 440 | 232-9078



Re- Ed TRANSPORTATION Service Purchase Agreement

Student Name:

Address:

District: Richmond Heights City Schools

This agreement is entered into between **Richmond Heights City** (hereafter "Placing District") and Re-Ed Transportation, Inc., for the sole purpose of providing **TRANSPORTATION SERVICES** in accordance with placement at Re-Education Services, Inc. WHERE AS, _____ will be attending the Re-Education Services, Inc. Program and Placing School District requires the Student to be transported by Re-Education Transportation the parties agree as follows:

THE PARTIES AGREE AS FOLLOWS:

1. The placing district will pay Re-Ed Transportation, Inc. a per diem rate of \$ **59** for the above identified student for each school day for the **2022-2023** school year. The school year is not to exceed 183 days including teacher in-service days, calamity days, truancy and absenteeism. Graduating students will be welcomed on the school's final days and billing will reflect such (up to 183 days).
(A change in student address or campus location may change the daily rate. Should the daily rate change, a new agreement will be offered by Re-Ed Transportation.)
2. The term of this agreement will not exceed one (1) school year and will automatically expire at the end of the **2022-2023** school year (**6/1/2023**).
3. **Payment received after due date (30 days) will be assessed a late fee of \$ 100 per month.**

In the event the above identified student is no longer residing at the above address and/or no longer attending Re-Education Services, the parties' respective obligations under this agreement for the student named above will cease as of the last day on which the student is enrolled at Re-Education Services, Inc.

(The per diem rate on this contract is based upon fuel prices at the time this contract is signed. In the event that fuel cost increase substantially, Re-Ed Transportation, Inc. reserves the right to add a fuel surcharge to the above stated per diem rate.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

District Representative: _____

Date: ____/____/____

**Re-Education Transportation
Representative:** _____

Fredrick A. Inioce

Date: 5/9/22

MENTOR CAMPUS (BUSINESS OFFICE)
6176 Reynolds Road
Mentor, Ohio 44060
PHONE 440 | 257-3131
FAX 440 | 257-3132

BEDFORD CAMPUS
370 Center Road
Bedford, Ohio 44146
PHONE 440 | 232-9055
FAX 440 | 232-9078


 Re-Education

Services, Inc. Providing Special Education & Individualized Programming

Student Service Agreement – Classroom Aid

Student Name:

Placing School District: **Richmond Heights City**

Terms and Conditions of Purchase Agreement:

Payment: The School District will pay Re-Education Services, Inc. a per diem rate of \$ **187** for the above named student, for each school day not to exceed 183 days in the **2022-2023** school year.

Payment received after due date (30 days) will be assessed a late fee of \$ **100** per month.

Length of Agreement: The term of this agreement will not exceed one (1) school year and will automatically expire at the end of the **2022-2023** school year (**6/1/2023**). The school year is not to exceed 183 days including teacher in-service days, calamity days, truancy and absenteeism. Graduating students will be welcomed on the school's final days and billing will reflect such (up to 183 days).

Rights & Duties: Re-Education Services, Inc reserves the right to take immediate action in situations where a student, by act or omission, poses a risk of injury, harm or other danger to himself or to others. Such action may include, but is not limited to, immediate dismissal from the Re-Education Services program, emergency referral to psychiatric or other institutional healthcare providers, and/or securing assistance from local law enforcement authorities. The Placing School District will be promptly informed in the event such an exigent situation arises.

Termination of Agreement: In the event the above named student is no longer residing in the Placing School District and/or no longer attending Re-Education Services, the parties' respective obligations under this agreement for the student named above will cease as of the last day on which the student is attending Re-Education Services, Inc.

In the event that Re-Education Services Inc. determines that the student is not benefiting from the programming and services provided by Re-Education Services, Re-Education Services may terminate this Agreement. The student will be returned to the Placing School District so that educational programs and services can continue to be delivered to the student through the Placing School District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

District Representative: _____ Date: ____/____/____

Re-Education Services, Inc.
Representative: _____

Fredrick A. Frazier Date: 5/9/22

MENTOR CAMPUS | BUSINESS OFFICE
6176 Reynolds Road
Mentor, Ohio 44060
PHONE 440 | 257-3131
FAX 440 | 257-3132

BEDFORD CAMPUS
370 Center Road
Bedford, Ohio 44146
PHONE 440 | 232-9055
FAX 440 | 232-9078



Re-Ed TRANSPORTATION – Transportation Aid Service Purchase Agreement

Student Name:

Address:

School District: **Richmond Heights City Schools**

This agreement is entered into between School District **Richmond Heights** and Re-Ed Transportation, Inc., for the sole purpose of providing TRANSPORTATION SERVICES in accordance with placement at Re-Education Services, Inc. WHERE AS, will be attending the Re-Education Services, Inc Program.

THE PARTIES AGREE AS FOLLOWS:

1. The placing district will pay Re-Ed Transportation, Inc. a per diem rate of \$ **75** for a transportation aid for the above identified student, for each school day not to exceed 183 days in the **2022-2023** school year.
2. The term of this agreement will not exceed one (1) school year and will automatically expire at the end of the **2022-2023** school year (**6/1/2023**).
3. Payment received after due date (30 days) will be assessed a late fee of \$ **100** per month.

In the event the above identified student is no longer residing in the Placing District and/or no longer attending Re-Education Services, the parties' respective obligations under this agreement for the student named above will cease as of the last day on which the student is attending Re-Education Services, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

District Representative: _____ Date: ____/____/____

Re-Education Services, Inc.
Representative: _____ Date: ____/____/____

MENTOR CAMPUS | BUSINESS OFFICE

6176 Reynolds Road

Mentor, Ohio 44060

PHONE 440 | 257-3131

FAX 440 | 257-3132

BEDFORD CAMPUS

370 Center Road

Bedford, Ohio 44146

PHONE 440 | 232-9055

FAX 440 | 232-9078



MEDICAID SCHOOL PROGRAM SERVICE AGREEMENT

This Agreement is made between Healthcare Process Consulting, Inc. (HPC) and **Richmond Heights Local SD** (known as DISTRICT) for the purpose of HPC assisting DISTRICT in managing DISTRICT's Ohio Medicaid School Program ("OMSP"), to procure Federal Medicaid reimbursement for Medicaid eligible services provided by DISTRICT. Such reimbursement is received through the State of Ohio Medicaid Agency via the OMSP, contingent upon the DISTRICT obtaining and maintaining its OMSP Provider status from the STATE OF OHIO MEDICAID AGENCY. In assisting the DISTRICT in procuring reimbursements for these services, HPC shall provide the services outlined below:

I. MEDICAID PROGRAM DEFINITIONS

- a) **Agreed upon Procedures (AUPE):** A Medicaid cost report "AUPE" is an annual accounting review process developed by ODE, and required by OMSP regulations, as a component of the Medicaid cost report process. The DISTRICT is required to contract with an independent accounting firm to review the cost report for compliance with the AUPE procedures, and prior to submission to ODE.
- b) **Claim Record:** An OMSP Service Record of eligible services documented by a licensed provider and delivered to a Medicaid eligible student that is converted into a HIPAA-compliant medical claim record.
- c) **EDU-DOC®:** The HPC proprietary automated, web-based service documentation system offered to HPC clients to use while under an OMSP service contract with HPC.
- d) **Electronic Signature (e-signature):** The legal signature of the service providers utilized to comply with program documentation requirements, in lieu of hard copy signatures on paper. E-signature is obtained from the DISTRICT's Medicaid program providers during the service documentation process.
- e) **Indirect Cost Report:** ODE's indirect cost recovery plan allows local school districts to calculate the unrestricted rate to be used only in conjunction with the OMSP. The approved unrestricted rate will be applied on the Cost Report as a mechanism that will allow partial recovery of fiscal costs associated with the Treasurer and Human Resources Offices. It is the ratio of total allowable indirect costs to direct costs. This is an annual, but optional report.
- f) **Medicaid Cost Report:** An OMSP required financial report completed annually by all participating Medicaid Providers. The report documents the actual costs the OMSP Provider incurs for their Medicaid eligible services. This report serves as the basis for THE STATE OF OHIO MEDICAID AGENCY to settle the cost of eligible services, as compared to the reimbursements already paid by THE STATE OF OHIO MEDICAID AGENCY. Determinations are made by the state and reported to participating OMSP providers to comply with the findings (payback or positive settlement/reimbursement).
- g) **Medicaid Eligibility Rate (MER):** The MER identifies the number of students that are Medicaid Eligible compared to total students within the provider's district. The MER matches all students regardless of if they have an IEP. This is an annual process overseen by the STATE OF OHIO MEDICAID AGENCY.
- h) **ODE:** The Ohio Department of Education. ODE is responsible for administering OMSP.
- i) **Ohio Department of Medicaid (ODM):** The state Agency responsible directly for the overall OMSP and are responsible for paying OMSP service claims to the OMSP participants.
- j) **OMSP Audit:** The OMSP audit is one that would be conducted by either the State or Federal Medicaid agency to evaluate the DISTRICT's compliance with all OMSP regulations. These audits are randomly performed by either Medicaid agency, compliance with the process is mandatory if the DISTRICT should be selected. This type of audit should not be confused with the annual AUPE as referenced in section V Q below.
- k) **OMSP Service Documentation Records:** Data records created by the DISTRICT's providers on HPC's EDU-DOC® service documentation system that store the eligible OMSP services that the providers delivered to students.

- l) OMSP: The Ohio Medicaid School Program
- m) Random Moment Time Study (RMTS): A CMS approved time study allocation methodology process that identifies the portion of time a staff from the participant list spends on performing Medicaid reimbursable activities under OMSP.
- n) Therapy and Evaluation Referral: Physical Therapists, Occupational Therapists, Speech-Language Pathologists and Audiologists with an active Medicaid provider agreement (with ODM) are authorized to refer students for evaluations and therapy for special education related services, delineated on the student's IEP (individualized education plan), per ORC (Ohio Revised Code) section 5162.366.
- o) Trading Partner: A trading partner, as defined in the Ohio Administrative Code (OAC) 5101:3-1-20 Electronic data interchange (EDI) trading partner definitions and criteria to enroll as an EDI trading partner, is a covered entity (CE) that submits/receives electronic transactions in its role as an eligible provider for purposes related to the administration or provision of medical assistance provided under a public assistance program.

II. HPC MEDICAID PROGRAM OPERATIONS SERVICES

A. Coordination of District's OMSP Billing Operations

HPC will coordinate all activities required to manage the operations of the OMSP for DISTRICT to secure Medicaid reimbursements from STATE OF OHIO MEDICAID AGENCY, including the following:

1. Trading Partner:
HPC will serve as the official STATE OF OHIO MEDICAID AGENCY Trading Partner on behalf of the DISTRICT, to permit the processing of DISTRICT electronic medical claims.
2. HPC Proprietary Documentation System:
 - a) HPC will make available for use by DISTRICT providers the HPC proprietary web-based service documentation system known as EDU-DOC® at the address of www.hpcohio.com to document eligible services provided to DISTRICT students;
 - b) DISTRICT providers will be assigned unique access credentials by HPC and must maintain their own security passwords for access to the system.
3. Documentation, Collection and Review:
Collection, review, and analysis of service documentation maintained on EDU-DOC® for compliance with OMSP rules and for the purposes of claims submission and reimbursement from ODM.
4. Eligible Student Medicaid Recipient Number:
HPC will coordinate the process of obtaining and maintaining student Medicaid recipient numbers. The DISTRICT will provide to HPC the required student demographic data for this purpose as requested. After receipt of the newly identified Medicaid-eligible students, HPC will identify all eligible services delivered within the past 365 days and submit those claims to STATE OF OHIO MEDICAID AGENCY for payment.
5. Claims Submission Process:
HPC will convert the Provider's eligible service documentation records that passed the audit process (defined under Section III Audit Services of this contract) from the EDU-DOC® system, where they are stored, into the Medicaid required EDI 837 data format. The OMSP claims will be electronically submitted for payment monthly, except in the event of extenuating circumstances out of HPC's control such as: modifications of the state Medicaid software system, new Federal Medicaid requirements, power outages effecting internet access, or DISTRICT providers not submitting OMSP service documentation records by the established deadlines. OMSP service documentation records received after the established deadline date will be processed in the next available processing cycle unless the claims are expired (over 365 days). HPC shall submit OMSP claims in accordance with the STATE OF OHIO MEDICAID AGENCY claim processing procedures, and subject to HPC maintaining the status of a "Trading Partner" with the STATE OF OHIO MEDICAID AGENCY on behalf of the district.

6. Claims Reconciliation Process:

HPC will review rejected claims for errors, and shall resubmit eligible erred, or denied claims, in accordance with the EDI (Electronic Data Interchange) 835 reconciliation process outlined by the STATE OF OHIO MEDICAID AGENCY for OMSP.

B. Medicaid Cost Report

HPC will annually assist the DISTRICT in the completion of the required Federal Medicaid Cost Report in accordance with all state and federal requirements and procedures within ODM/ODE established deadlines.

1. Cost Report Excel Workbook

- a) Collection of financial data to determine allowable OMSP costs.
- b) Collection and submission of required data to obtain the district's Medicaid Eligibility Rate (MER).
- c) Reconciliation of RMTS participant data.
- d) Completion of OMSP required Excel Workbook.
- e) Assist DISTRICT Treasurer with ODM upload/certification process.

2. Agreed Upon Procedures Engagement (AUPE)

- a) Submission of paid claims to DISTRICT's accounting firm.
- b) Generate and provide auditor selected billing documentation forms.
- c) Reconcile/confirm auditor identified adjustments.

C. Indirect Cost Report

HPC will assist the DISTRICT annually in the completion of the optional ODE Indirect Cost report to obtain the unrestricted rate to be used solely on the OMSP Cost Report (as described in Section I definitions).

III. AUDITING OF OMSP SERVICE RECORDS

- A. OMSP service documentation records will be continually audited utilizing comprehensive software system edits and prompts to significantly reduce errors and service documentation returns to providers.
- B. OMSP service documentation records identified as erred or incomplete during the audit process, referenced in "A" above, will be returned electronically to the DISTRICT's providers daily for correction and re-submission. HPC's Auditing staff will problem solve with providers as needed to accomplish this task via the phone or e-mail communication. DISTRICT providers are responsible for correcting and returning erred or incomplete service documentation records upon receipt for final processing by HPC. On a monthly basis HPC will provide a summary report identifying those providers who continue to have outstanding erred or incomplete service documentation. The DISTRICT is responsible for obtaining compliance from these providers to submit the outstanding service documentation for claims processing.

IV. ADMINISTRATIVE/CONSULTING/ADVISORY SERVICES

- A. HPC will offer provider support regarding the utilization of the EDU-DOC® software and OMSP questions. The following support services are included:
 1. Call center service is available **Monday through Friday from 8:30 AM to 4:00 PM.**
 2. HPC provides an e-mail address (edudoc@hpcOH.com) for the submission of provider questions with a 24-hour response time during normal business hours, except for all legal holidays and school

vacations/breaks. All communication received after hours will be responded to on the next business day.

3. HPC's EDU-DOC® system provides 24/7 access to web-based training videos for step-by-step guidance regarding use of the software.
- B. HPC will provide the following OMSP rules/regulations and EDU-DOC® software training to its clients regarding:
1. Medicaid eligible services
 2. OMSP rules/regulations and requirements
 3. The EDU-DOC® documentation software
- C. Training formats include:
1. Phone training with individuals or groups
 2. PowerPoint training presentation utilizing virtual platform
 3. HPC staff guided virtual webinars to unique service provider groups
 4. In-person training as requested by the DISTRICT, contingent upon county established pandemic risk levels at the time scheduled.
- D. HPC provides a DISTRICT OMSP monitoring system as a component of EDU-DOC® to assess and enhance the current performance of the DISTRICT'S Medicaid program. The following data is available 24/7 to view and print reports:
1. Provider compliance and activity with DISTRICT established documentation deadlines
 2. Provider outstanding tasks related to documentation deadlines. Examples include returned service documentation records requiring corrections, incomplete evaluations, pending supervisor co-signatures, incomplete therapy, and evaluation referrals
 3. DISTRICT'S outstanding parent consent forms to authorize billing for Medicaid eligible students
 4. Financial monthly voucher revenue report and annual fiscal revenue summary
- E. HPC provides OMSP training videos, OMSP policy and procedures, and all program training and notifications, and State OAC rules to be accessible to all participating OMSP providers under documents and links in the Edu-Doc® system.
- F. HPC will assist the DISTRICT with any OMSP audits as needed.
- G. HPC will verify the current professional/medical licensure for all DISTRICT staff that participate in the DISTRICT'S Medicaid program on an ongoing basis. DISTRICT retains ultimate responsibility for assuring that their providers hold the requisite credentials mandated by state law and OMSP, initially upon hire, on an ongoing basis, in accordance with state licensing boards' expiration schedules. HPC will not knowingly submit claims for DISTRICT providers not complying with OMSP licensing requirements and will notify the DISTRICT of any non-compliant providers.
- H. HPC serves as the DISTRICT'S RMTS Coordinator for OMSP. In that capacity, HPC will comply with all RMTS requirements as established by ODE and ODM including:
1. Obtain and maintain required DISTRICT data on a quarterly basis (i.e., participant lists, district calendar and provider schedules)
 2. Coordinate compliance issues with DISTRICT management
- I. HPC provides the DISTRICT with a student roster upload capability for required student demographic information for those students receiving Medicaid eligible services.

V. DUTIES AND OBLIGATIONS OF DISTRICT

DISTRICT shall perform the following duties and obligations during the term of this Agreement and any renewal thereof:

- A. DISTRICT is responsible for initially obtaining and maintaining (5-year revalidation process) its Ohio Medicaid Provider Agreement with STATE MEDICAID AGENCY, in accordance with the OMSP Regulations, necessary to receive federal Medicaid reimbursements for eligible services through the state Medicaid Agency.
- B. DISTRICT shall provide, or cause to be provided, certain Medicaid eligible services to eligible individuals to participate in the OMSP program.
- C. DISTRICT shall provide such services (section B above), or cause such services to be provided, in accordance with all federal, state, and local statutes, ordinances, laws, rules, regulations and orders, applicable to providing certain Medicaid services to eligible individuals. Such federal, state and local statutes, ordinances, laws, rules, regulations and orders, shall include, without limitation, federal laws and regulations concerning discrimination in providing such services; Medicaid, third party payers or other funding bodies' rules and regulations; compliance with state licensure laws; ODE, and the STATE OF OHIO MEDICAID AGENCY and DISTRICT policy; and specific OMSP rules and regulations concerning accreditation, provider licensure, and program certification. Please note: DISTRICT completion of individual background checks for all Medicaid program participants, both DISTRICT employees and contracted staff, is required by federal and state Medicaid program rules.
- D. DISTRICT service providers shall document eligible services into EDU-DOC® for services delivered to their assigned students within the established documentation deadlines. The service documentation deadline for DISTRICT providers is the first Monday of each month during the school year. OMSP documentation received at HPC after the deadline will be processed in order of receipt. However, HPC cannot guarantee that the late submission of services will be processed during the current billing cycle. If late documentation cannot be processed during the current monthly billing cycle, it will be processed during the next scheduled billing cycle.
- E. DISTRICT is responsible for ensuring that only qualified Ohio Medicaid enrolled provider(s) complete the ANNUALLY required therapy and evaluation referrals prior to student service delivery, to ensure all eligible services can be submitted for reimbursement. This requirement must be followed in accordance with the Ohio Medicaid referral policy (ORC 5162.366), to seek and accept Medicaid reimbursements for occupational therapy, physical therapy, speech/language therapy and audiology services. Non-compliance with this responsibility will decrease the interim reimbursements to the DISTRICT because claims are not eligible for Medicaid reimbursement until the day the referral is provided.
- F. DISTRICT is solely responsible to maintain compliance with the FERPA laws governing parental consent requirements for billing the Medicaid program for eligible medical services. DISTRICT must:
 - 1. Obtain the "once per lifetime" consent required and maintain/store this written documentation to be made available for the annual AUPE review, and/or any state or Federal audit that may occur.
 - 2. Update EDU-DOC®, on an ongoing basis with the parent consent status of students to permit HPC to accurately submit claims to the Medicaid Agency for payment.
 - 3. Provide the FERPA required "annual parent notification" of parents' rights regarding billing school Medicaid services directly to all parents of children receiving Medicaid eligible services. The notice can be provided to parents of special education students directly during IEP meetings, via email (with read receipt), or U.S. mail.

Non-compliance with these responsibilities will decrease the interim reimbursement to the DISTRICT, as HPC cannot submit claims for payment without the required parental consent regulations having been met first.

- G. DISTRICT is responsible for providing and maintaining all computer hardware and software with current technology compatible with EDU-DOC® which their provider staff will utilize when documenting OMSP services.
- H. DISTRICT is solely responsible for obtaining their service provider's compliance with all documentation responsibilities on a timely basis, to permit the billing of eligible claims to secure OMSP reimbursements as expected by the DISTRICT.
- I. Mandatory 90 Day Progress Notes during the school service year are required by OMSP. If preferred, the DISTRICT can elect to sign an ANNUAL WAIVER to decline participation in HPC's system compliance feature (EDU-DOC®) that ensures the required documentation is obtained/maintained by the DISTRICT. However, if the DISTRICT declines this method of documenting the mandatory 90-day notes, the DISTRICT must adopt another method to ensure this requirement is met.
- J. DISTRICT shall maintain and store their electronic OMSP service documentation records, and all supporting back-up documentation required, (I.E., IEP, ETR, Case Notes and IEP plan of care signatures, and related documents), in accordance with OMSP and Federal Medicaid regulations, which is for a period of seven years from the date of receipt of payment, or for six years after any initiated audit is completed and adjudicated, whichever is longer. DISTRICT must ensure that their providers officially sign in handwriting with their appropriate title (in lieu of an electronic signature policy) all Special Education supporting documentation reports to comply with state and federal requirements (IEP signature page, ETR, and all evaluation summary reports).
- K. DISTRICT is responsible for uploading to EDU-DOC® an excel file of mandatory (see below) student directory information for special education students at the beginning of the school year. This information will be solely utilized to set up and maintain the student service documentation and Billing database that includes the following:
 - 1. Names, birth dates, addresses, student identification number, grade, and school building
 - 2. The data file can also include the provider assigned to deliver services to the student to create a caseload that will be available automatically for the provider in EDU-DOC®.
- L. DISTRICT will be required to adhere to file specifications provided by HPC. Student information may be uploaded, or additions/edits entered directly through EDU-DOC® as needed. This procedure must be completed to permit HPC to process any eligible claims for the DISTRICT.
- M. DISTRICT is responsible for providing and updating HPC with a current and complete list of their OMSP providers on an ongoing basis, including:
 - 1. Full legal names (as it appears on professional license)
 - 2. Change of legal name during the year.
 - 3. Title/position credentials (RN, OT, SLP, etc.)
 - 4. Employment hire date
 - 5. Email address
 - 6. Employment Status (District Employee or Contracted Service)
 - 7. For district employee, include DAYS OF WEEK SCHEDULED TO WORK AND START/END TIME (for RMTS purposes).
 - 8. Provide ongoing updates to HPC of any provider who has a change of status (I.e., leave of absence, no longer working at district, etc.) to allow HPC to promptly inactivate the provider's access to EDU-DOC® and remove the provider from the RMTS participant list.

- N. DISTRICT is responsible for complying with all RMTS requirements for OMSP, as specified by the "RMTS Guidelines" established by ODE/ODM and published on the ODE website. Compliance with the RMTS vendor established deadlines to submit the participant list, participant work schedule and district calendar is a critical component of ensuring eligibility for each time study quarter. Non-compliance with this responsibility may result in lower allowable costs applied to the annual OMSP Cost Report.
- O. DISTRICT will ensure provider compliance with the quarterly RMTS moment responses and state mandated deadlines. Non-compliance of this responsibility may result in a lower RMTS percentage applied to OMSP Cost Report.
- P. DISTRICT is responsible for scheduling and providing the facilities (if held in-person) for OMSP and computer training sessions with HPC and must ensure that the DISTRICT providers attend the training sessions as scheduled. DISTRICT must record provider attendance at all training sessions conducted by HPC and maintain those records for future audit.
- Q. DISTRICT is responsible for contracting with an outside professional accounting firm to conduct their required annual AUPE. The DISTRICT must contract with an accounting firm to complete this independent audit process. All data collection requirements for the AUPE audit will be communicated and obtained by the accounting firm from the DISTRICT.

VI. DISCLAIMERS and HOLD HARMLESS

- A. The DISTRICT retains all responsibility for the accuracy of all cost report data provided to HPC to complete the OMSP Cost Report, and as such, holds HPC harmless for any audit consequences (financial or other) to the DISTRICT for data that was incomplete, inaccurate, not collected or reported within the cost report guidelines, and thus could result in audit findings and/or related financial paybacks of previously paid reimbursements. Furthermore, the DISTRICT is responsible for assuring that if other federal funds (i.e., Title funds, VI-B funds, etc.) are utilized to directly pay for Medicaid eligible services, that they report the use of those funds on the OMSP Medicaid Cost Report, to prevent double payments through federal funding sources. The DISTRICT is solely responsible for compliance with federal fund reporting, in accordance with the OMSP Cost Report guidelines, and any federal requirements for acceptance of federal funds, including any reimbursement paybacks requested from the Federal Medicaid Program if DISTRICT is found to have been overpaid.
- B. The DISTRICT assumes all responsibility for any state/federal financial paybacks of Medicaid reimbursements received by DISTRICT for state or federal program audit findings due to program documentation non-compliance; inaccurate, incomplete, or non-disclosed financial information necessary to complete the Medicaid Cost Report on a timely basis; or other reason specified by the Federal Medicaid Program related to the performance of district required functions/duties. DISTRICT holds HPC harmless for any reimbursement paybacks, fines or program suspension imposed on DISTRICT by the Federal or State Medicaid Agency.
- C. DISTRICT is responsible for ensuring that its providers document only eligible services in accordance with OMSP regulations (as posted on the ODE website) and submit the documentation to HPC, via the EDU- DOC© software, in compliance with the pre-established monthly deadline for claims submission and related processing. HPC is not responsible for: ineligible claims, unrealized Medicaid reimbursements, under-documentation/under-billing of service units or reimbursement paybacks due to non-compliance with program regulations, including non-compliance with OMSP documentation requirements, non-compliance with time study requirements, and including insufficient documentation/submission of eligible service documentation and related service progress reports by DISTRICTS' provider staff. Since the fees charged by HPC are flat, fee-for-service based (not percentage of revenue based), unrealized reimbursements due to

provider non-participation, non-compliance, or late submissions of service documentation, are the responsibility of the DISTRICT, and therefore, not cause for fee reductions due to lower-than-expected reimbursements from OMSP.

- D. DISTRICT is responsible for ensuring that all OMSP required supporting documentation, such as, but not limited to, student attendance records, case notes related to the service provided, Evaluation Team Report (ETR), Individualized Education Plans and all evaluation/testing reports are current, signed, dated, and available for audit, and fully support submitted OMSP service claims. DISTRICT holds HPC harmless for any audit findings and/or related payback of funds imposed on DISTRICT due to DISTRICTS' non-compliance and/or errors with OMSP documentation requirements.
- E. DISTRICT is responsible for ensuring that its OMSP service providers hold the requisite education, medical/professional licensure credentials upon hiring and/or contracting for their services, and ensure they remain current with all licensing and certification requirements. Compliance with licensing boards standards for documentation and professional standards of practice in accordance with state of Ohio and OMSP requirements is also required. Upon notification of non-compliance with licensing, education, or other certification/license requirements, DISTRICT is responsible for taking necessary action to prevent the unqualified/unauthorized providers from submitting eligible services for Medicaid reimbursement. DISTRICT holds HPC harmless for any audit finding or reimbursement payback imposed on DISTRICT for unlicensed and/or uncertified providers.
- F. HPC will not knowingly process incomplete, inaccurate, or ineligible OMSP service documentation. The DISTRICT management and their service providers are responsible for documenting in compliance with OMSP Rules and Regulations, (as posted on the ODE website and listed in Ohio Administrative Code 5101:3-35 Medicaid School Program) and in accordance with the providers' professional practice standards, and their respective state licensing board regulations.

VII. Vendor Obligations

- A. HPC shall comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access to information concerning beneficiaries.
- B. HPC will comply with all AUPE requirements for the annual Medicaid Cost Report completion, including allowing the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents, and records.
- C. HPC acknowledges to the DISTRICT that neither the corporation, or its principals, are suspended or debarred.

VIII. ATTESTATION

The DISTRICT hereby acknowledges and represents to HPC that its appropriate staff has reviewed, understood, and implemented all regulations, guidelines, and standard procedures affecting the operation of the OMSP, represented by the DISTRICT's authorized signature/approval in section XI below. The DISTRICT shall be solely responsible for its compliance, and the compliance of its providers, with all such regulations, guidelines, and standard procedures, and hereby holds HPC harmless from and against any expense or liability for any failure to comply.

IX. TERMS AND COMPENSATION

One-Year Service Agreement

The term of this Agreement shall be for one year, commencing on July 1, 2022, and ending on June 30, 2023, both dates inclusive. As compensation for services provided to DISTRICT by HPC, the DISTRICT shall pay HPC a fee of **\$7,000**. HPC will invoice DISTRICT quarterly, or monthly if DISTRICT established that payment schedule. Renewal and/or amendments of this Agreement can be made upon mutual agreement of both parties prior to its expiration.

X. TERMINATION

This Agreement may be terminated by either party prior to its expiration date only if there is a material breach of contract by the other, in which case the non-breaching party must notify the breaching party in writing of the actual breach and provide 30 days to correct the cause of the breach. If the breaching party does not correct that breach, the contract can be terminated without liability by the non-breaching party.

XI. APPROVALS



Karen Miller
President/CEO
Healthcare Process Consulting, Inc.
Date: 04/20/2022

Superintendent or Treasurer/CFO
Richmond Heights Local SD

Date:

**SCAN A SIGNED COPY OF THIS PAGE
AND FORWARD VIA EMAIL TO KAREN BRESKY
kmiller@hpcoh.com**

June 06, 2022

Attachment #11

Lu Higginbottom, MA, AT, LPCC-S
 rightfocused.com
rightfocused@gmail.com
 216-354-5355

Attn: Mrs. K. Askew-Tucker, Director of Student Education
 Mrs. M. Brown, Principal Richmond Heights Middle & High Schools
 Mrs. E. Taylor, Principal Richmond Heights Elementary School
 Dr R. Willis, Superintendent Richmond Heights City Schools

Subject: 2022-2023 Behavioral Health Supportive Service Proposal

Dear Richmond Heights Schools,

Right Focused is submitting a proposal for the continuation and broadening of services available to the Richmond Heights School district beginning in September 2022.

During the 2021-2022 school year the *Right Focused* initiative has been well received by the district with support from teachers, staff, and students. With this in mind and recognizing the ongoing need *Right Focused* has determined a means to do more and proposes a modification and expansion of the initiative.

In addition to the services previously offered, *Right Focused* has partnered with colleges and universities to utilize graduate level (Master-level) interns in the provision of services. The interns will be FBI/BCI vetted, have CT (Counselor Trainee) status from the Ohio Counselor Social Worker and Marriage & Family Therapist Board, and be supervised and directed by a Supervising Licensed Clinical Counselor through both *Right Focused* and affiliate college/university. The *Right Focused* partnerships include Ursuline College, Malone University, John Carroll University, and Cleveland State University, and will be hands-on in direction and oversight. Contact names and verification can be provided upon request.

The proposed role that *Right Focused* will fill is a Supportive Service, Behavioral Health, & Wellness Provider offering an increased capacity for group(s), presentation(s), and on-site support. *Right Focused* continues to provide a full continuum of services that use evidence-based strategies from qualified behavioral & mental health providers. The Holistic Wellness model embraces a strength-based approach using SEL (social emotional learning) and Self-Efficacy, with the primary focus being to increase resource awareness and provide streamlined access to supportive services, recognizing that not every mental or behavioral health struggle demands a clinical diagnosis but instead wellness & behavioral support.

Services offered to Richmond Heights District (on & off site during the school year)

Independent Counseling
 Group Counseling
 Professional Development
 Training(s)
 Workshop(s)
 Consultation
 Worksite Wellness
 Classroom Management
 Program collaboration (as agreed)

The school/district is encouraged to provide funding for this initiative electing to sponsor student/staff/family introduction and use of Supportive, Behavioral Health, & Wellness Services. *Right Focused*

rightfocused.com

rightfocused@gmail.com

will be responsible for any billing outside the scope of this proposal (out of state, etc.) using a sliding scale/private pay as agreed in writing by the Richmond Heights school district and *Right Focused*.

Right Focused proposes 1-2 days in the school building weekly throughout the 2022-2023 school year for this supportive service initiative as some services would also be available after school, virtual/telehealth, or at an alternate location. Weekly meetings with the Director of Education are incorporated into the planning. Therapy/Consultation services available as follows:

Therapy /Counseling Services

Art Therapy
Expressive Therapy
Faith-Based Therapy
Family Therapy
Grief Therapy
Group Therapy
Individual Therapy (child & adult)
Play Therapy
Solution-Focused Brief Therapy
Trauma Therapy

For selected trainings, workshops, consultation, group facilitation, or program collaboration the school is expected to be responsible for providing a space with all reasonable amenities.

Consultation / Training Services

Classroom Management (training)
Collaboration
Group Facilitation/Counseling
Mental Health Consultation (teachers/staff and/or students/families)
Professional Development (training)
Program Evaluation (consultation)
Training (topics vary)
Wellness Workshop(s) (Personal Wellness and/or Worksite Wellness)

The total reimbursement for services rendered in any combination to the Richmond Heights school district by *Right Focused* is not to exceed \$25,000 for the FY 22-23. Consider adopting the *Right Focused* Supportive Service Initiative and take a moment to visit the website (rightfocused.com) and/or complete the following Interest Selection section below, noting title, dates of interest/start/completion, expected frequency, and fee agreement.

Be aware that *Right Focused* may limit service scope to provide the best possible service delivery, hence your selection(s) should be made in order of preference.

Upon review, acknowledgment, acceptance, and signing, *Right Focused* will move forward.

Interest Selection

Title: _____
Dates/Period of Interest (quarter/semester/month): _____
Start Date: _____ Completion Date: _____
Expected Frequency (wkly/monthly/during school/after-school): _____
Fee Agreement (\$): _____ Payment Date(s): _____ & _____

Interest Selection

Title: _____
Dates/Period of Interest (quarter/semester/month): _____
Start Date: _____ Completion Date: _____
Expected Frequency (wkly/monthly/during school/after-school): _____
Fee Agreement (\$): _____ Payment Date(s): _____ & _____

Interest Selection

Title: _____
Dates/Period of Interest (quarter/semester/month): _____
Start Date: _____ Completion Date: _____
Expected Frequency (wkly/monthly/during school/after-school): _____
Fee Agreement (\$): _____ Payment Date(s): _____ & _____

Interest Selection

Title: _____
Dates/Period of Interest (quarter/semester/month): _____
Start Date: _____ Completion Date: _____
Expected Frequency (wkly/monthly/during school/after-school): _____
Fee Agreement (\$): _____ Payment Date(s): _____ & _____

SIGNING PROVIDES APPROVAL AND ACCEPTANCE OF RIGHT FOCUSED SUPPORTIVE SERVICE, CONTRACT FEES, AND AUTHORIZATION TO PROCEED

Approved by (#1):

I, _____ (print name), _____ (print title) from _____ (print school district) have reviewed, approved, and accepted the proposal described above, and all associated fees, and understand that by signing I authorize *Right Focused* to proceed with selected initiative.

SIGNATURE: _____ (name) _____ (date)

Approved by (#2):

I, _____ (print name), _____ (print title) from _____ (print school district) have reviewed, approved, and accepted the proposal described above, and all associated fees, and understand that by signing I authorize *Right Focused* to proceed with selected initiative.

SIGNATURE: _____ (name) _____ (date)

Approved by (#3):

I, _____ (print name), _____ (print title) from _____ (print school district) have reviewed, approved, and accepted the proposal described above, and all associated fees, and understand that by signing I authorize *Right Focused* to proceed with selected initiative.

SIGNATURE: _____ (name) _____ (date)

SERVICE AGREEMENT

Richmond Heights Local Schools and NEXSTEP HEALTHCARE, LLC

This Agreement is entered into as _____, between Nexstep Healthcare, LLC, an Ohio limited liability company, doing business as Nexstep Education Services and Nexstep People and Process Solutions, ("Nexstep"), 673 G Alpha Drive Highland Heights, Ohio 44143, and Richmond Heights Local Schools ("Customer"), 447 Richmond Road, Richmond Heights, OH 44143 (each a "Party" and collectively the "Parties").

In accordance with the terms herein, Nexstep will provide staffing services to customer.

1. Service Components of the Agreement

By the terms of this Agreement, Nexstep will provide staffing services, per the included Scope of Work (Exhibit A) on the last page of this Agreement. Nexstep will comply with all applicable state and federal regulations, including licensure and criminal background checks.

2. Fees and Billings

Nexstep will invoice the Customer for all services semi-monthly. Additional services and fees can be added to this Agreement at any time, by mutual agreement of the parties, in writing.

3. Payment Terms

The Customer agrees to pay Nexstep upon receipt of each invoice.

4. Term and Termination

The initial term of this Agreement begins August 10, 2022 ("Effective Date"), and ends May 27, 2023. The Agreement will automatically renew for successive 30-day periods unless either Party provides written notice to terminate no less than 5 business days before the end date of any term.

5. Insurance and Indemnification

Insurance. Each Party will maintain, in good standing, commercial general liability, malpractice, and errors and omissions insurance it deems appropriate; provided, each with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Nexstep agrees to provide additional coverage if requested by Customer, and to name Customer as an additional named insured on its commercial general liability, malpractice, and errors and omission insurance policies. Nexstep shall provide Customer written proof of compliance with this section.

Duty to Indemnify. The Parties shall defend, indemnify, and hold harmless each other and their affiliates, subsidiaries, members, managers, officers, employees, and agents from and against any third party claims arising out of either Party's actions or omissions in performing this Agreement.

Procedure. If an action is brought for which indemnity is sought under this Section 7, the Party seeking indemnity will send reasonably prompt written notice to the other Party (Indemnifying Party) specifying the nature of the action and the total damages or other relief sought, and will permit the Indemnifying Party to answer and defend such claim. The Party seeking indemnity will provide the Indemnifying Party with such information and assistance as is reasonably necessary to assist the Indemnifying Party, at the Indemnifying Party's expense, in defending any such action. The Party seeking indemnity reserves the right to

employ separate counsel and participate in the defense at its expense. The Indemnifying Party will not be responsible for any settlement made by the party seeking indemnity without the Indemnifying Party's written consent, which will not be unreasonably withheld or delayed, nor will the Indemnifying Party settle any claim under this Section 7 without first obtaining the written consent of the Party seeking indemnity, which will not be unreasonably withheld or delayed.

6. Customer Change

Customer will give Nexstep written notice of any (1) change in ownership of the Customer or all or substantially all of the assets of the Customer, (2) lease of all or substantially all of the assets of the Customer, or (3) transfer of management of the operations of the Customer to an unaffiliated entity. Customer will pay Nexstep the full amount of all open accounts in accordance with Section 4 herein.

7. Successors and Assigns

Each Party, as part of the sale, lease or other transfer of all or substantially all of its assets to another entity, may assign and transfer its rights and obligations under this Agreement with notice to the other Party.

8. Compliance with Laws

The Parties will comply with all state and federal laws, including The Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 (HIP AA) Privacy Rule, and applicable Ohio laws.

The Parties represent that nothing contained in this Agreement is an offer, payment, solicitation or receipt of any remuneration in return for (1) the referral or an inducement of referral of any individual to any person for the furnishing or arranging for the furnishing of any item or service for which the payment may be made in whole or in part under government programs, or (2) purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing or ordering of any goods, service or item for which payment may be made in whole or in part under government programs.

9. Exclusivity and Nonsolicitation

Exclusivity. During the term of this Agreement, the Customer will not use any provider other than Nexstep to provide the services detailed in this Agreement.

Nonsolicitation. During the term of this Agreement and for a period of one year thereafter, neither Party will directly or indirectly (1) employ or contract for the services of any individual employed by or contracting with the other Party or its affiliates, subsidiaries, contractors, or subcontractors, or (2) induce or attempt to influence any individual employee, subcontractor, or contractor of the other Party or its affiliates or subsidiaries to terminate such relationship.

10. Confidentiality; FERPA

Confidentiality. Without the prior written consent of the other Party, neither Party will at any time use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, information, data, know-how or knowledge (including but not limited to information about curriculum, finances, marketing, costs, vendors, research, marketing plans, educational concepts and employee information) belonging to or relating to the affairs of the other Party ("Protected Party") or received through association with a

Protected Party (collectively, "Confidential Information"), whether the Confidential Information was received before or after this Agreement *unless* the Party using or disclosing the Confidential Information can show that the Confidential Information:

- a. was known to the using or disclosing Party prior to its association with the Protected Party;
- b. has become available to the public other than by a breach of this Agreement by the using or disclosing Party; or
- c. was disclosed to the using or disclosing Party by a third person or entity that is not prohibited by a contractual, fiduciary or other legal obligation to the Protected Party from disclosing the Confidential Information.

Legally Compelled Disclosure. This Agreement does not prohibit the Parties from disclosing Confidential Information they are legally compelled to disclose. However, if a Party is legally compelled by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process to disclose any Confidential Information, the Party will use its best efforts to provide the Protected Party with prompt written notice (within forty-eight (48) hours) of the request so that the Protected Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that a protective order or other remedy is not obtained, or the Protected Party waives compliance with the provisions of this Agreement, the disclosing party covenants to furnish only that portion of the Confidential Information that the Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

Family Educational Rights and Privacy Act (FERPA). Nexstep acknowledges that the unauthorized disclosure of student records and personally identifiable student information is prohibited by The Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, 34 CFR Part 99, as well as Ohio law. Nexstep acknowledges that it will have access to student records and/or documents containing personally identifiable student information during the performance of its obligations under this Agreement. Nexstep will fully comply with both FERPA and Ohio law and will not make any disclosure prohibited by law. Nexstep further agrees that its use of such student records and personally identifiable student information shall be limited to its performance under this Agreement and for no other purpose.

Scope of Coverage. Nexstep employees and subcontractors who perform services for Customer pursuant to this Agreement shall be bound by any applicable provisions of this Contract, including but not limited to the confidentiality obligations contained in Section 12 herein.

Survival. This Section 12 shall survive any expiration or termination of this Contract.

11. Further Assurances

Subsequent to the execution of this Agreement and without any additional consideration, each Party will perform any acts reasonably requested by the other Party as appropriate to carry out the intent and purposes of this Agreement.

12. Nondiscrimination

The Parties will comply with all applicable laws prohibiting discrimination in performing their respective obligations under this Agreement, including laws and regulations that prohibit discrimination on the basis of race, sex, age, religion, national origin and physical or mental disability.

13. Return Of Deliverables, Records, And Data

Upon termination or expiration of this Agreement for any reason, Nexstep shall, at the written request of the Customer, destroy all digital and physical copies of student related information. If requested by Customer, Nexstep shall certify such destruction in writing on a form provided by Customer.

14. Notices

All notices permitted or required under this Agreement shall be in writing and shall be deemed delivered upon delivery in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

If addressed to Customer:

Kelly A Askew, Director Educational Services
447 Richmond Road
Richmond Heights, Oh 44143

If addressed to Nexstep:

Jerry Cangelosi, President and CEO
673 G Alpha Dr.
Highland Heights, Ohio 44143

15. Governing Law; Exclusive Venue

This Agreement shall be governed by the laws of the State of Ohio, without regard for its choice of law principles. The Parties agree that the sole and exclusive venue for any dispute arising under this Agreement or the subject matter hereof shall be the state and federal courts having jurisdiction over Summit County, Ohio.

16. Relationship of Parties

It is understood by the parties that Nexstep is an independent contractor and not an employee of Customer or of the School(s). Customer will not provide health insurance, paid vacation, or any employee benefit for any Nexstep employee, owner, contractor, or subcontractor. Nexstep shall be solely responsible for all federal, state, and local taxes and assessments applicable to its performance under this Agreement and to any of its employees or contractors.

Nexstep personnel working under this Agreement shall not provide services common to the normal daily operation of the School(s) and, accordingly, shall not be eligible for inclusion in or benefits through the School Employees Retirement System of Ohio.

Nexstep will provide Customer with a W-9 upon execution of this Agreement and agrees that it will be furnished a Form 1099 for tax purposes.

17. Entire Agreement

This Agreement constitutes the complete and exclusive agreement between Nexstep and the Customer and supersedes all proposals or prior agreements, whether oral or written, and all other communications and negotiations between the parties.

18. Amendment/Modification

This Agreement may be modified or amended only by a writing executed by both Parties.

19. Waiver of Contractual Right

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. HIPAA Compliance

Nexstep acknowledges its obligations as a Business Associate under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule, 45 CFR Part 160, and Subparts A and E of Part 164. The following terms summarize the Parties' obligations but are not intended to replace each Party's obligations under the Privacy Rule.

A. Definitions

1. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Party to this agreement, shall mean Nexstep.
2. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the Party to this agreement, shall mean Customer.
3. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy Rule: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Obligations and Activities of Business Associate

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
2. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent the use or disclosure of Protected Health Information other than as provided for by the Agreement or Required by Law.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to Business Associate of an unauthorized use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any unauthorized use or disclosure of Protected Health Information not provided for by the Agreement or Required by Law within 24 hours after it becomes aware of the unauthorized use or disclosure, including breaches of unsecured protected health information as required by 45 CFR 164.410, or any security incidents of which it becomes aware. Business Associate further agrees that it will be responsible for notifying all affected individuals and the Health and Human Services' Office of Civil Rights of the breach on behalf of the Covered Entity. Business Associate will not issue any communications to the public or the media without approval from Covered Entity.

5. Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) if applicable, to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
6. At the request of Covered Entity, Business Associate agrees to provide access in a timely manner, to Protected Health Information in a Designated Record Set, either to Covered Entity or, if directed by Covered Entity, to an Individual to meet the requirements of 45 CFR 164.524.
7. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a timely manner for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
10. Business Associate agrees to the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
11. Business Associate agrees to provide to Covered Entity or an Individual, in a timely manner, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

C. Permitted Uses and Disclosures by Business Associate

1. General Use and Disclosures Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of Covered Entity under this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

2. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that (i) it will remain confidential, (ii) it will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (iii) the person will notify the Business Associate immediately of any instances of which it is aware that the confidentiality of the information has been breached.

- b. Business Associate agrees that any uses and disclosures of Protected Health Information will be consistent with Covered Entity's minimum necessary policies and procedures.
- c. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth herein.
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with CFR 164.502G)(1).

D. Obligations of Covered Entity

1. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- a. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocations of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

2. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity unless the Business Associate will use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate as permitted in Section C of this Agreement.

E. Term

The term of this HIPAA Agreement is the same as the term of the underlying Agreement, and shall terminate on the date the underlying Agreement terminates unless terminated earlier as provided herein. If the Agreement renews automatically as outlined in Section 6 above, this HIPAA Agreement shall similarly renew.

F. Termination for Cause

Upon Covered Entity's knowledge of a material breach of HIPAA by Business Associate, Covered Entity shall:

- 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- 3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

G. Effect of Termination

1. Except as provided in section 22(F), Termination for Cause, upon termination or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Business Associate, its subcontractors and its agents. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If the return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
3. The obligations of Business Associate under this section shall survive the termination of this Agreement.

H. Miscellaneous

1. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended.
2. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the Parties agree to the terms herein as of the Effective Date.

Nexstep Healthcare, LLC

Richmond Heights Local Schools

By: _____

By: _____

Jerry Cangelosi

Name: _____

President and Chief Executive Officer

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

Nexstep will provide a Title Reading Teacher, Ms. Watson, billed at a total cost of \$33,000.00

Nexstep will provide a Middle School Math Tutor, Ms. Reynolds, billed at a total cost of \$50,100.00

Nexstep will provide a Title Elementary teacher, Ms. Cesar-Williams, billed at a total cost of \$64,000.00

EDUCATION SERVICES STAFFING AGREEMENT

This Education Services Staffing Agreement (hereinafter "Agreement") is entered into 6/27/2022, by and between Richmond Heights Local Schools located at 447 Richmond Rd. Richmond Heights, OH, 44143, referred to in this Agreement as "Customer," and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2 Summit Park Drive Suite 410 Independence, Ohio, 44131 referred to in this Agreement as "Maxim."

RECITALS

WHEREAS, Customer operates a School located in OH and wishes to engage Maxim to provide personnel to supplement Customer's staff.

WHEREAS, Maxim operates a staffing agency that provides supplemental healthcare staffing services to Customer.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Maxim hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

"Agreement" means this Educational Staffing Services Agreement entered into as of the Effective Date between Maxim and Customer, including all Attachment(s) attached hereto, and all Statement(s) of Work entered into by Maxim and Customer pursuant to Section 3.1.

"Assignment Confirmation" means the details as agreed upon between Customer and Maxim for Assignment Personnel Providing Assignment Services.

"Assignment Personnel" means collectively Local Assignment Personnel and Travel Assignment Personnel providing Assignment Services.

"Assignment Personnel Rate" means a rate agreed upon between Customer and Maxim for that specific Assignment Personnel, as specified in "Attachment C" and controls where different from Base Rates set forth in "Attachment A."

"Assignment Services" means Services for a specific term and length of the time, as more specifically set forth in Section 8.1 herein and "Attachment C."

"Attachment A" means the position(s) of Personnel requested by Customer to provide Services, as set forth in Section 3.1 herein and rate(s), including Base Rates, and is incorporated into this Agreement by reference.

"Attachment B" means the pre-screening Personnel requirements pursuant to Section 3.2 and is incorporated into this Agreement by reference.

"Attachment C" means an Assignment Confirmation and is incorporated into this Agreement by reference.

“Base Rate” means the rates billed for Services performed by Personnel pursuant to terms of Agreement and “Attachment A” hereto.

“Behavior Intervention Plan” or “BIP” is defined as a written improvement plan created for a student based on the outcome of the functional behavior assessment (FBA).

“Contractor” means either independent contractor(s) or legal entity(ies) being utilized by Maxim to provide Services, as specified in Section 7.2.

“Effective Date” means the date first written above in the introductory paragraph of Agreement.

“Float” means Personnel reassigned to a different Customer department, unit, School Work Site, or to a different staff classification.

“Individual Education Program” or “IEP” is a plan developed as required under the Individuals with Disabilities Education Act (“IDEA”) providing eligible students with special education and related services that is reasonably calculated to enable the student to make progress appropriate in light of the child’s unique circumstances.

“Individual Health Plan” or “IHP” is defined as a health plan focusing specifically on student(s)’ medical needs, it may contain physician orders. If the services for a student’s medical needs can be performed during the school day for the student to benefit from the education, the medical services may be incorporated into the 504 Plan or IEP.

“Medical Services” services provided by a licensed physician to determine a student’s medically related disability that results in the student’s need for a 504 Plan or an IEP. These services include determining the health or related services needed for a particular student, developing the plan, changes to the plan, and level of healthcare or professional required.

“Personnel” means licensed and/or unlicensed clinical and other non-clinical healthcare, behavioral, educational assistance, and instructional employees of Maxim.

“Placement” is defined to mean where the student with a disability receives the services listed in the 504 Plan or the IEP.

“Related Services” is defined to mean developmental, corrective and other supportive services as may be required to assist a student with a disability to receive FAPE as described by a student’s 504 Plan or IEP that do not require a licensed professional to perform the services.

“School Health Services” is defined to mean health services required to be provided by a school nurse or other licensed professional that enable a student with a medically related disability to receive FAPE as described by a student’s 504 Plan, IHP or IEP.

“School Work Site” means any location Customer assigns Personnel to render Services.

“Services” means collectively School Health Services, Medical Services, and/or Related Services provided by Maxim to Customer, as more specifically set forth in Article III and any Attachment(s) and/or Statement(s) of Work.

"Special Education" is defined as specially designed instruction to meet the unique needs of a student with a disability.

"Statement of Work" or "SOW" means a statement of work describing the Services entered into by Maxim and Customer in accordance with Article III and "Attachment A" attached hereto.

"Supplies" means any and all necessary medical supplies to be used in administering and/or providing Services to student(s), including, but not limited to personal protective equipment ("PPE").

"Term" has the meaning given in Section 2.1.

ARTICLE II. TERM

Section 2.1. Term. This Agreement will commence on the Effective Date and will continue for a school calendar year, which runs from School Year Start to School Year End.

Section 2.2 Renewal. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party's decision not to automatically renew this Agreement

ARTICLE III. NATURE AND SCOPE OF SERVICES

Section 3.1 Scope of Services.

(a) **Staffing.** Maxim is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a School Work Site or in an environment controlled by Customer. Maxim will use its best efforts to provide Personnel who shall perform Services in accordance with the terms of this Agreement, as requested in "Attachment A." Services include School Health Services, Related Services, and Special Education Services. Maxim will provide Personnel specific to the requirements provided by the Customer, following receipt of the BIP, IEP, IHP or 504 Plan (the "Plan"), as applicable, from the Customer. Maxim will use its best efforts to provide Personnel who meet the qualifications as specified by the Customer and shall perform services in accordance with the terms of this Agreement. Customer shall provide Maxim with the skill level, experience and services to be provided by Personnel to any student(s), and details from the applicable Plan for School Health Services or Related Services, necessary to perform Services hereunder.

(b) **Distance Learning Service(s).** Customer may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to Customer school closings and/or delays. Customer is responsible for overseeing and directing placement outside of school for Distance Learning Service if requested. Customer will provide supplies and resources needed to implement Distance Learning Services and its own expense.

(c) **Changes.** From time to time, requests for additions, deletions, or revisions to the Services or Base Rates may be made (collectively, the "Changes"). The Party that wishes to make a Change shall deliver to the other Party a modified Statement of Work ("SOW") or subsequent

“Attachment A” to reflect the changes to this Agreement expressly agreed to by the parties. The Changes will take effect upon signature by both parties.

Section 3.2 School Health Services Requirements. Maxim will perform the screening for School Health Services Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.3 Related Services. Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.4 Special Education Services. Maxim will perform the screening for Related Services and Special Education Personnel who meet the criteria as indicated in Attachment “B” hereto.

Section 3.5 Maxim as Employer. Maxim acknowledges and agrees that its Personnel are employees and shall be treated as such and not as employees of Customer. Maxim agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers’ compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Personnel whose Services are provided under this Agreement are employees of Maxim.

Section 3.6 Availability of Personnel. The Parties agree that Maxim’s duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Maxim to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Maxim is unable to provide the modality of Personnel requested by Customer, Maxim will provide Customer with a higher skilled Personnel. Maxim will bill Customer at that Personnel’s fair market value rate for the modality provided.

ARTICLE IV. SCHOOL WORK SITE REQUIREMENTS AND OBLIGATIONS

Section 4.1 Plan Implementation. Customer is responsible for the Medical Services provided to its students. Customer will provide supervision of Personnel for Services provided to any student with a medical disability. Customer will make available to Maxim and any Personnel the applicable Plan(s), as requested. Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer. Customer shall orient Maxim Personnel on the transportation and emergency protocol. Customer will make all determinations on Placement.

Section 4.2 Orientation and Evaluation. Customer will provide Personnel with orientation of Customer’s policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student’s with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Maxim. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Maxim to provide additional recourses for training and orientation.

Section 4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and

biohazard produced by the Services and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

Section 4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer's requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

Section 4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the staffing Services provided any Personnel provided hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Maxim. Maxim will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Maxim and provide reasonable detail(s) for the dismissal. Customer will provide Maxim with any reports it provides to any governing oversight agency(ies) as a result of Maxim Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation.

Section 4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.

Section 4.7 Notification of Incidents and Claims. Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

Section 4.8 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Maxim reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via Maxim

Timeclock. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Maxim; notwithstanding this, Customer and Maxim agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE V. CONVERSION OF PERSONNEL

Section 5.1 Non-Solicitation. For a period of twelve (12) months following the date on which any Personnel either: (i) interviewed with Customer for purposes of Customer qualifying a candidate or applicant for a role or position or (ii) last worked a shift under this Agreement, or a subsequent Assignment through this Agreement, Customer agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided or introduced by Maxim during the term of this Agreement. Customer understands and agrees that Maxim is not an employment agency and that Personnel are assigned to the Customer to render temporary service(s) and are not assigned to become employed by the Customer. Customer further acknowledges and agrees that there is a substantial investment in business related costs incurred by Maxim in recruiting, onboarding, training, and employing Personnel, which necessarily includes recruiting, qualifying, credentialing, training, retaining, and supervising Personnel. In the event that Customer, or any Customer affiliate, subsidiary, department, division, School Work Site, or any other agent of Customer or agent acting on behalf of Customer solicits, hires, or employs any Personnel, Customer will be in material breach of this Agreement.

Section 5.2 Placement Fee. Notwithstanding this Article V, Customer may hire or contract with any Maxim Personnel provided by Maxim if Customer pays Maxim a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 5.3 Breach of Conversion of Personnel Section. In the event that Customer hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify Maxim, the Placement Fee that applies is no less than 150% of that set forth above.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

Section 6.1 Invoicing. Maxim will supply Personnel under this Agreement at the rate(s) listed in the Attachment(s) to this Agreement. Maxim will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail:
Invoicing Contact:
Invoicing Address:

Section 6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Maxim's preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. If any portion of an amount billed by Maxim under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Maxim of the amounts it disputes

("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

Section 6.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on "Attachment A" of this Agreement.

Section 6.5 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Maxim pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Maxim prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Maxim has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

Section 6.6 Assurances. In the event Maxim in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Maxim may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Maxim may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Maxim applies the prepayment deposit in accordance with this Section at such time that concern about Customer's impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Maxim. If Customer provides Maxim with a valid tax exemption certificate in accordance with local laws covering the Services provided by Maxim, Maxim will not collect Transaction Taxes.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

Section 7.1 Independent Legal Entities. Maxim and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Maxim nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

Section 7.2 Use of Contractors. Maxim may utilize the services of Contractors if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article IX hereof; or (ii) in the event Customer makes a request for an urgent volume of staff and the use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor Personnel provided to Customer by a Contractor will comply with the Personnel Requirements set forth in Section 3.2 and timely perform Services under this Agreement.

Section 7.3 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. ASSIGNMENT SERVICES

Section 8.1 Assignment Services. As part of the Services outlined herein, Maxim provides Assignment Services for a specific term and length of the time, and agrees to assign Assignment Personnel to work such specified assignments agreed to and confirmed in writing by the Parties, as set forth in "Attachment C." To the extent Assignment Personnel are utilized for such length and time the terms of Article VIII apply as indicated.

Section 8.2 Interviews. Maxim will provide Customer with Assignment Personnel candidate(s) available to provide Assignment Services, as applicable, and will provide all pertinent information requested by Customer for an interview. Customer has the opportunity and reserves the right to conduct a telephone interview with any Assignment Personnel prior to Assignment Services commencing. Maxim assumes no liability if said Assignment Personnel fail(s) to meet Customer's requirements. Additionally, Customer will not be relieved of paying Maxim the established fees set forth in this Agreement for said Assignment Services.

Section 8.3 Assignment Cancellation by Maxim. Maxim reserves the right to cancel the term of Assignment Personnel with written notification to Customer. Maxim will endeavor to provide a qualified replacement for cancelled Assignment Personnel within fourteen (14) days from the date of notification.

Section 8.4 Assignment Cancellation by Customer. Customer agrees to utilize Assignment Personnel for the specified period of time outlined in the "Attachment C" Assignment Confirmation. Should Customer staffing needs change and Customer wishes to cancel Assignment Personnel already being utilized on contract, Customer must give Maxim fourteen (14) days' notice before cancellation date. If Customer does not provide required notice, Customer will be required to pay Maxim a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancellation notice).

Section 8.5 Assignment Confirmations. Each Assignment Services request will be confirmed in writing with the applicable Base Rate or Assignment Personnel Rate to be charged for Assignment Personnel to work a specific assignment set forth in Assignment Confirmations as "Attachment C." Hourly rates include reimbursement for ordinary and necessary travel expense

for meals incurred by Assignment Personnel, as accounted for on the invoice or periodic statement, where Customer is acknowledged to be subject to limitation on deduction under IRC § 274 and related regulations. As needed, Customer should request information beyond the accounting provided to comply with their obligation(s). If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) will govern.

Section 8.6 Assignment Confirmation Delivery. Assignment Confirmations will be sent via electronic mail, or other means as agreed upon by the Customer and Maxim. In the event that Customer fails to respond to the Assignment Confirmation within forty-eight (48) hours, the Customer will be deemed to have accepted the terms in said Assignment Confirmation and Customer will assume responsibility for any applicable payment terms as outlined in the Assignment Confirmation. Should a dispute arise, the Assignment Confirmation shall supersede any and all prior oral and written understandings.

ARTICLE IX. ADDITIONAL SERVICES

Section 9.1 Locum Tenens Coverage. Should Customer request Locum Tenens coverage from Maxim, the Parties shall enter into a separate Service Agreement for Locum Tenens Coverage in the form of Attachment [____]. The terms set forth in Attachment [____] will govern the provided Locum Tenens services and are incorporated herein by this reference.

Section 9.2 MaxView. Should Customer request utilization of Maxim's workforce technology solution, MaxView in conjunction with providing Personnel under this Agreement the Parties shall enter into a separate Service Agreement for MaxView in the form of Attachment [____]. The terms set forth in Attachment [____] will govern the provided utilization of MaxView, along with any applicable terms and conditions and terms of use and are incorporated herein by this reference.

ARTICLE X. INSURANCE

Section 10.1 Maxim Insurance. Maxim will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering temporary staffing Services provided by Personnel. Maxim will provide a certificate of insurance evidencing such coverage upon written request by Customer.

Section 10.2 Customer Insurance. Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Maxim prompt written notice of any material change in Customer coverage. Customer shall name Maxim as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

Section 11.1 Indemnification by Maxim. Maxim agrees, at its own expense, to indemnify, defend, and hold harmless Customer and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and

costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Maxim's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any breach by Maxim of Section 3.2 or Section 3.3.

Section 11.2 Indemnification by Customer – Customer agrees, at its own expense, to indemnify, defend, and hold harmless Maxim and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:

(a) bodily injury (including death) or any real or tangible property loss or damage as a direct result of Customer's employees' negligent acts or omissions in the performance of Services under this Agreement; or

(b) any Transaction Taxes levied, assessed, or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Customer.

Section 11.3 Indemnification Procedures – The Party seeking indemnification under this Article XI (the "Indemnified Party") shall notify the other Party (the "Indemnifying Party") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

ARTICLE XII. LIMITATION OF LIABILITY

Section 12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN

CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.2 Cap on Damages. THE TOTAL AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO MAXIM BY CUSTOMER UNDER EITHER THE APPLICABLE STATEMENT OF WORK OR FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE, WHICHEVER IS LESS. MULTIPLE CLAIMS UNDER THIS AGREEMENT OR THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

ARTICLE XIII. DISPUTE RESOLUTION

Section 13.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

Section 13.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

Section 13.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

Section 14.1 Confidentiality.

A. Maxim/Customer Information. Subject to applicable intellectual property federal law(s), the Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party, and may be classified as trade secret or proprietary information. Each of the Parties agree that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret or confidential information of the Party, including, without limitation, information with respect to the Party's customers, cost structure, and/or business strategy or business methods at any time used, developed, or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

B. Disclosure of Maxim/ Customer Partnership. From time to time, Maxim lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Maxim may disclose the partnership between Maxim and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Maxim/Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.

C. Student Information: In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Maxim, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If Maxim is provided access to students' records, Maxim shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Maxim shall, at all times and in all respects, comply with the terms of the Family Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

D. The obligations set forth in this Article XIV shall survive the termination of this Agreement.

Section 14.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all computer systems, networks, and/or data related to the services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Maxim or Maxim Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Maxim with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Maxim, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

Section 14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Maxim will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Maxim shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Maxim, Maxim Personnel, and Contractors affiliated with Maxim under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Maxim customers, so as to be non-specific to any individual Customer.

ARTICLE XV. TERMINATION

Section 15.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

Section 15.2 Termination for Cause. If payment default occurs, Maxim may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

Section 15.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE XVI. GENERAL TERMS

Section 16.1 Non-discrimination. Neither Maxim nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

Section 16.2 Compliance with Laws. Maxim agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Maxim reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

Section 16.3 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 16.4 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Maxim, and such consent will not be unreasonably withheld. Maxim may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Maxim, and/or (iii) a name change by Maxim.

Section 16.5 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

Section 16.6 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Richmond Heights Local Schools

447 Richmond Rd.
Richmond Heights, OH 44143

ATTN: Kelly Askew

Maxim Healthcare Staffing Services, Inc.

7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to:
ContractsEducationalServices@maxhealth.com

COPY TO:

Maxim Healthcare Staffing Services, Inc.
2 Summit Park Drive Suite 410
Independence, Ohio 44131
ATTN: Ronald Maksim

Section 16.7 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

Section 16.8 Merger. This Agreement constitutes the entire contract between Customer and Maxim regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

Section 16.9 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1(a), Section 16.2, and Attachment(s).

Section 16.10 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Customer and Maxim have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth

Richmond Heights Local Schools:

MAXIM HEALTHCARE STAFFING
SERVICES, INC.:

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name & Title

Printed Name & Title

Date

Date

ATTACHMENT "A"
CUSTOMER REQUESTED PERSONNEL AND RATES - 6/27/2022

School Work Site. This "Attachment A" shall apply to the following School Work Site(s):

School Work Site Name	Address	School Work Site Contact
Richmond Heights	447 Richmond Rd. Richmond Heights, OH 44143	Kelly Askew

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on "Attachment C" is differing, "Attachment C" shall control.

Service	Local Rates
Audiologist	\$65.00-85.00
BCBA	\$85.00-95.00
BCaBA	\$65.00-75.00
Counselor	\$50.00-55.00
COTA	\$55.00-65.00
Educational Diagnostician	\$50.00-75.00
Intervention Specialist	\$58.00-70.00
Social worker	\$55.00-75.00
Orientation and Mobility Specialist	\$65.00-80.00
Paraprofessional	\$35.00
PT/OT	\$68.00-85.00
School Psychologist	\$80.00-95.00
SLP	\$80.00-100.00
SLP/CFY	\$65.00-70.00
LPN	\$46.00
LPN Sub	\$50.00
RN	\$56.00
RN Sub	\$60.00
General Education Teacher	\$50.00-60.00
Behavioral Tech	\$45.00-55.00

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to "Attachment A" by execution of subsequent "Attachment A" document(s).

Attachment "B"
PRE-ASSIGNMENT SCREENING

- I. **School Health Services Personnel Requirements.** Unless the Customer requests in writing that the provisions of Section IV hereof apply or requests any modification hereto, Maxim will supply Customer with School Health Services Personnel who meet the following criteria. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
 - a. Conduct a criminal background check in accordance with applicable law;
 - b. Verify that the appropriate health screening(s) was completed;
 - c. Verify current license, registration, or certification for the Services to be provided;
 - d. Verify skills checklist of competencies for the position and exam;
 - e. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file;
 - f. Verify relevant professional and specialty expertise;
 - g. Receive employment verification;
 - h. Confirm Personnel are authorized to work;
 - i. Perform and verify all federal exclusion and abuse check(s) are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- II. **Related Services Personnel Requirements.** Unless the Customer requests in writing that Section IV hereof apply, Maxim will supply Customer with Related Services Personnel who meet the following criteria. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
 - a. Conduct a criminal background check in accordance with applicable law;
 - b. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file if placed in a healthcare setting;
 - c. Receive employment verification;
 - d. Confirm Personnel are authorized to work;
 - e. Perform and verify all federal exclusion checks are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- III. **Special Education Services.** Unless the Customer requests in writing that Section IV hereof apply, Maxim will supply Customer with Special Education Personnel who meet the following criteria. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
 - a. Conduct a criminal background check in accordance with applicable law;
 - b. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file if placed in a healthcare setting;
 - c. Receive employment verification;

- d. Confirm Personnel are authorized to work;
- e. Perform and verify all federal exclusion checks are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.

IV. Customer Criminal Background Report. In the event that Customer requires its own criminal background screening for Maxim Personnel, Customer shall provide Maxim with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.

ATTACHMENT "C"
ASSIGNMENT CONFIRMATION

Maxim and Customer hereby agree the following personnel will be assigned to Customer's Work Site, listed below, under the terms and conditions outlined below and according to the Agreement signed between Customer and Maxim.

Customer and Maxim understand and agree that this assignment is contingent upon verification of personnel's compliance with the Agreement and the pre-assignment screening requirements in "Attachment B" prior to the assigned start date.

Customer Name:	
School Work Site Address:	
Confirmation Date:	

Customer hereby agrees to sign/return this document **WITHIN 48 BUSINESS HOURS** of the date listed above and understands that failure to do so may result in the delay of the assignment start date, and/or additional charges as defined in the Agreement.

Personnel Name, Discipline:	
Assigned Unit/Department:	
Float Requirement:	

Assignment Start Date:	
Assignment End Date:	
Guaranteed Weekly Hours/Schedule:	
Approved Time-Off:	

Base Bill Rate:	
Overtime and Holiday Rates:	
On Call/Call Back Rates:	
Approved Orientation Rate/Hrs.:	
Special Provisions:	

Authorized signature below indicates agreement to utilize Maxim Personnel under of ALL of the conditions specified above. The Staffing Services Agreement between Customer and Maxim shall govern any/all additional provisions that affect this assignment and/or the business relationship between the parties.

Authorized Customer Representative Signature

Printed Name & Title

Date

Please email a signed copy of this confirmation back to Ronald Maksim. Thank you.



Client Order

Q-137494

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
<https://www.illuminateeducation.com/>

Prepared Date: 3/28/2022
Valid Through: 7/15/2022

Prepared By: Amy Treadway

Start Date: 7/1/2022
End Date: 6/30/2025
Quote Term: 36

Customer: Richmond Heights School District
Address: 447 Richmond Rd
Richmond Heights, Ohio 44143

Contact: Kelly Askew
Phone: 216-692-0086

Year 1

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
717	DnA Software License Bundle	Assessment Software Licenses	\$10.77	\$7,725.00
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
717	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.50	\$1,792.50
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$225.00
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	\$165.00	\$495.00
Year 1 Subtotal:				\$10,237.50
Year 1 Grand Total:				\$10,237.50

Year 2

Dates: 7/1/2023 - 6/30/2024

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
717	DnA Software License Bundle	Assessment Software Licenses	\$11.9.	\$7,956.75
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
717	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.75	\$1,971.75
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$225.00
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	\$165.00	\$495.00
Year 2 Subtotal:				\$10,648.50
Year 2 Grand Total:				\$10,648.50

Year 3

Dates: 7/1/2024 - 6/30/2025

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
717	DnA Software License Bundle	Assessment Software Licenses	\$11.43	\$8,195.45
	»» DnA, Software License	Per Student Licenses - Illuminate Data and Assessment™	Included	
717	Inspect Premium	Access to Inspect PLUS item bank and the NGSS pre-builts	\$2.75	\$1,971.75
3	Learning Community, DnA	Access to DnA content, resources, and usage reporting within Illuminate Education's Learning Management System.	\$75.00	\$225.00

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
3	Virtual Consultations, DnA	One-hour of virtual coaching for DnA	\$165.00	\$495.00
Year 3 Subtotal:				\$10,887.20
Year 3 Grand Total:				\$10,887.20

Any Client request to reimport, align, merge, or otherwise manipulate data that has already been integrated will be subject to an additional fee. If the Client requests that Illuminate make any integration efforts after initial setup, the initial fees will be as follows: integrating with a new SIS \$5,000; merging instances or splitting instances \$10,000.

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618



Master Subscription Licenses & Services Agreement

This Master Subscription Licenses & Services Agreement ("Agreement") is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the "Effective Date") between the purchasing agency ("Client") and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively "Illuminate") (Client and Illuminate are referenced herein as each a "Party" and collectively the "Parties").

Definitions.

- (a). "**Client Order**" means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.
- (b). "**Client Personnel**" means Client's internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.
- (c). "**Documentation**" means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.
- (d). "**Embedded Applications**" means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.
- (e). "**Licensed Products**" means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.
- (f). "**Professional Service(s)**" means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.
- (g). "**Services**" means the service(s) described in the applicable Client Order attached hereto or an executed statement of work ("SOW"), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.
- (h). "**Software**" means the Illuminate software programs described in the applicable Client Order.
- (i). "**Subscription Period**" means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 ("**Termination**").
- (j). "**Third Party Software**" means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may

be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

1. Subscribing to the Service(s). Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate's discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client's purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

2. License.

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate's Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client's system administrator access to Client's designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or

Service(s) specified in the applicable Client Order and/or SOW. Client shall limit the total number of issued User IDs and passwords to the student count noted for each Licensed Product and/or Service on the Client Order; provided that said student count does not limit the total number of teacher and staff User IDs and passwords that Client may issue. Each User ID may be used to access the Services during only one (1) concurrent login session. Client shall not allow Client Personnel and/or students to share User IDs with any third parties, which require prior written approval for access by Illuminate. Client is responsible for all activity occurring under its User IDs and control of said User IDs, including the corresponding password credentials. Client is responsible for all use of the Licensed Products and/or Services by Client Personnel, students Client grants access to, for maintaining the confidentiality of all User IDs, and promptly notifying Illuminate of any actual or suspected unauthorized use of the Licensed Products and/or Services. Illuminate reserves the right to suspend or terminate any Client user that Illuminate determines may have been used for an unauthorized purpose.

(c). **Limitations.** Client acknowledges that the Licensed Products, including all derivative works thereof and source code and libraries thereto, are and shall remain the sole and exclusive property of Illuminate, except for license rights that Illuminate has to said Licensed Products. Client will not and will not permit any Client Personnel or other party to: (i) permit any party to access or use the Licensed Products and/or Services, Software, or Documentation, other than Client Personnel explicitly authorized by Illuminate; (ii) modify, adapt, alter or translate the Software or Documentation, except as expressly allowed hereunder; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Licensed Products and/or Services, Software, or Documentation to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or algorithms, structure or organization) of the Software; (v) use or copy the Software or Documentation except as expressly allowed hereunder; (vi) disclose or transmit any data contained in the Software to any individual other than Client Personnel. To the extent permitted under the law, Client shall hold Illuminate harmless from any and all claims relating to Client's misuse of Licensed Products and/or Services rendered by Illuminate to Client, including Illuminate's intellectual property.

(d). **Client Responsibility.** Client shall perform the responsibilities necessary to establish Client's use of the Licensed Products and/or Services, including (i) providing Client Personnel lists to setup User IDs, (ii) properly maintaining all associated equipment, software and environmental conditions in accordance with applicable industry standards and/or specifications Illuminate may provide Client, and (iii) designating Client Personnel to participate in training.

3. Acceptable Use Policy. Client acknowledges and agrees that Illuminate does not monitor or police the content of communications or data of Client or its users transmitted through the Licensed Products and/or Services, and that Illuminate shall not be responsible for the content of any such communications or transmissions. In using the Software, Licensed Products, and/or Services, Client agrees to the following: (i) Client shall not incorporate into or otherwise transmit through the Software, Licensed Products, and/or Services any content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Client's affiliation with a person or entity; (D) contains malicious code; is in violation of the

CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Client has no preexisting relationship; (E) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable individual would consider private in nature, (F) violates any privacy, intellectual property or proprietary right of another; (G) is pornographic or sexual in nature; expressly targets children under the age of 13; or (H) is unlawful or otherwise objectionable, in Illuminate's sole opinion; and (ii) Client shall ensure that Client's use of the Software and/or Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere.

4. Reservation of Rights.

(a). **Illuminate.** Illuminate expressly reserves all rights in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder not specifically granted to Client. It is acknowledged that all right, title and interest in the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder, including, but not limited to any update, adaptation, translation, customization or derivative work thereof, and all intellectual property rights therein will remain with Illuminate (or third party suppliers, if applicable) and that the Licensed Products, Services, Software, Documentation, and all other materials provided by Illuminate hereunder are licensed on a subscription basis and not transferred to Client apart from the temporary license(s) discussed herein.

(b). **Client.** Client expressly reserves all rights in any data that Client (or Client Personnel/student users) loads or enters into the Licensed Products and/or Services and all results from processing such data, including compilations, and derivative works thereof (the "Client Data"), except that Client grants Illuminate a non-exclusive, royalty-free license to use, reproduce, and create derivative works of the Client Data in operating the Licensed Products and/or Service features for Client's benefit as is explicitly permitted under the law. Additionally, Illuminate may use and distribute the Client Data for any lawful purpose, provided that such Client Data will be aggregated and/or de-identified (e.g., the development of Illuminate's products and/or services, as authorized under F.E.R.P.A. and applicable state laws). All such aggregated data shall be the property of Illuminate. Client represents and warrants that Client has all rights under applicable law to provide and input in the Licensed Products and/or Services the Client Data, including any personally identifiable information or other sensitive information of any of the students and or other persons included therein.

5. Client Support. During the Subscription Period for the applicable Services, Illuminate will provide the following standard customer support:

(a). **Web & Phone Support.** Client's designated representative(s) shall have access to Illuminate's technical support via website/email and telephone and may use the website/email to submit service requests. Illuminate will use reasonable efforts to respond in a timely manner under the given circumstances.

(b). **Client's Responsibilities.** To receive support, Client shall: (i) report errors or suspected errors for which support is needed, and supply Illuminate with sufficient information and data to reproduce the error; (ii) procure, install, operate and maintain hardware, operating systems

and other software that are compatible with the most current supported version of Software; (iii) establish adequate operational back-up provisions in the event of malfunctions or errors; (iv) maintain an operating environment free of any modifications or other programming that might interfere with the functioning of Software; (v) maintain hardware and system software consistent with Illuminate's minimum requirements; and (vi) timely install all fixes and new versions supplied by Illuminate in the proper sequence, and have the most current version of Software installed (if applicable). Client acknowledges that fixes and new versions may be made available electronically, and that, in some cases, Illuminate may maintain email distribution lists that are used to notify Clients of the availability of fixes and new versions and to provide other information to Clients that are eligible for support. Client shall be responsible for including the appropriate Client Personnel on any such email distribution lists of Illuminate so that Client receives such notifications and other information.

(c). **Service Upgrades and Scheduled Downtime.** Client shall receive, through the Licensed Products and/or Services, generally available versions and releases for the Software, as designated by Illuminate in its sole discretion and that Illuminate generally offers to its other clients in Illuminate's sole discretion, and at no additional charge (beyond current support and subscription fees). Illuminate may from time to time schedule downtime for maintenance and upgrades. Illuminate may provide Client notice of any scheduled downtime, including any scheduled user disruption, if the circumstances permit such notice. Illuminate will strive to perform updates during non-peak hours.

6. Professional Services. In consideration of Client's payment of the applicable and non-refundable fees and expenses set forth in the Client Order or SOW for professional services, Illuminate will provide Client the professional services set forth therein, which may include attendance at designated training sessions provided by Illuminate as set forth herein ("Professional Services"). Training and/or consultation sessions may be conducted, as Illuminate deems appropriate or as explicitly agreed upon in writing on the Client Order or SOW at the time of purchase, at Illuminate's training facility, at Client's location, or by teleconference.

(a). **Use Period.** All Professional Services must be prepaid or paid in the same manner as agreed to with other Licensed Products included on the applicable Client Order and utilized by Client within one (1) year of purchase. Illuminate, in its sole discretion, may extend this period up to a maximum of one (1) additional year to utilize said Professional Services; however, regardless of whether the Professional Services use period described herein is extended, Client's non-utilization of purchased Professional Services will be deemed null and void upon expiration of the applicable use period and shall not entitle Client to any refund or credit.

(b). **Third Party Integration.** Illuminate, in its sole discretion, will assist Client with integration of Licensed Products with Client's third-party applications and/or content that are compatible in nature. Due to the potential access of students' personally identifiable information, Illuminate provides said integration only at the request of Client in writing. Client is solely and entirely responsible for compliance with local, state, and federal laws corresponding with integrations, as well as ensuring authorized access to said applications and/or content. To the extent permitted under the law, Client agrees to indemnify and hold Illuminate harmless for any actions and/or omissions pertaining to the integration.

7. Hosting.

(a). **Availability.** Client acknowledges and agrees that the hosted Licensed Products and/or Services may be inaccessible or inoperable

from time to time due to planned maintenance or to causes that are beyond the control of Illuminate or are not reasonably foreseeable by Illuminate, including, but not limited to: (i) the interruption or failure of telecommunication or digital transmission links; (ii) hostile network attacks; (iii) network congestion; (iv) or other failures (collectively "Downtime"). Illuminate shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Licensed Products and/or Services caused by Downtime, whether scheduled or not.

(b). **Security.** Client will not: (i) breach or attempt to breach the security of the hosting environment or any network, servers, data, computers or other hardware relating to or used in connection with the Licensed Products and/or Services, or any third party that is hosting or interfacing with any part of the Licensed Products and/or Services; or (ii) use or distribute through the Licensed Products and/or Services any software, files or other tools or devices designed to interfere with or compromise the privacy, security or use of the Licensed Products and/or Services or the operations or assets of any other customer of Illuminate or any third party. Client will comply with any potential user authentication requirements for use of the Licensed Products and/or Services. Client is solely responsible for monitoring its authorized users' access to and use of the Licensed Products and/or Services. Illuminate has no obligation to verify the identity of any person who gains access to the Licensed Products and/or Services by means of an access ID. Any failure by any authorized user to comply with the Agreement shall be deemed to be a material breach by Client, and Illuminate shall not be liable for any damages incurred by Client or any third party resulting from such breach. Client must immediately take all necessary steps, including providing notice to Illuminate, to affect the termination of an access ID for any authorized user if there is any compromise in the security of that access ID or if unauthorized use is suspected or has occurred in relation to hosted Licensed Products and/or Services. Illuminate's security policies and incident response plans are confidential and proprietary and will not be disclosed to Client or any third party.

(c). **Data.** Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the data it processes through and submits to the hosting environment. Client is further solely responsible for ensuring that Client's hosted environment (including, by way of example, email servers) accepts encrypted transmissions.

8. Fees and Payment.

(a). **Subscription Fees.** Subscription Fees (set forth in each Client Order and/or SOW) are payable in advance. For multi-year Client Orders, Illuminate will issue an invoice for each payment annually.

(b). **Fees.** All fees and expenses will be invoiced and are payable net thirty (30) days after the invoice date and are non-refundable after being granted access to any products and/or the commencement of internal preparations to provide Professional Services. Such other fees and expenses along with the corresponding fees for Licensed Products and/or Services are collectively "Fees". No refund or credit shall be due to Customer in the event that a Licensed Product or Service is not utilized.

(c). **Renewals; Enrollment Increases.** Prior to any Renewal Term, Client shall provide Illuminate with an updated student count for proper invoicing and to maintain an accurate number of students accessing the Licensed Products and/or Services specified in all applicable Client Orders. Illuminate reserves the right to validate, adjust, and/or invoice for variation of Client's student count based on information provided to state reporting agencies. If an increase in student enrollment occurs, then Client shall remit payment for additional student access to Licensed

Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 15 ("Termination").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or

is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research** (Applicable to Only FAST and PALS Clients). Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use

the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

11. Limitation of Liabilities. The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.

12. Indemnification.

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and

agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

13. Notices. Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to Legal@illuminateed.net, and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

14. Term. Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

15. Termination.

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminate in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client

is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("Confidential Information"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("Reservation of Rights"), Section 9 ("Confidential Information"), Section 10 ("Disclaimers"), Section 11 ("Limitation of Liabilities"), Section 15(e) ("Survival"), and Section 16 ("General Provisions"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and

venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **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 of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy,

the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.

I hereby affirm that I am authorized to execute this Agreement and commit to the obligations set forth herein, including but not limited to, remit payment for all Licensed Products and/or Services procured.

ILLUMINATE EDUCATION, INC.

By: _____
Authorized
Signature

Name:

Title:

Date:

CLIENT: Richmond Heights School
District

By: _____
DocuSigned by:
Renee Willis
Authorized
Signature

Name:

Title:

Date:

Renee Willis

Superintendent

4/25/2022



Contract and Service Agreement

This "Agreement" is entered into by the Diversity Center of Northeast Ohio located at 3659 Green Road, Suite 220, Cleveland, OH 44122 ("DCNEO") and the Richmond Heights Secondary School ("Client" and collectively with DCNEO, the "Parties") is effective as of May 17, 2022 (the "Effective Date"). The Parties agree as follows:

1. **SCHEDULE 1.** The attached Schedule 1, including the defined terms set forth therein, is an integral part of this Agreement.
2. **ENGAGEMENT.** Client hereby engages and retains DCNEO to serve as consultant and service provider in connection with instructional design and delivery of the Services to the Participants.
3. **TERM.** The term of the Agreement will begin on the Effective Date and end on the earlier of: (a) the last date on which the Services have been delivered; or (b) the first anniversary of the Effective Date.
4. **DCNEO's OBLIGATIONS.** DCNEO will:
 - a. Determine, with the assistance of the Client Contact, specific areas of instruction and organization of instruction and Program materials, as well as the scope of the Services.
 - b. Design of all agreed upon Services to meet the needs and objectives of Client with respect to the Program.
 - c. Production of all necessary Program materials and Program supplies.
 - d. Delivery of agreed-upon programming by appropriately trained and skilled Facilitator(s).
5. **CLIENT'S OBLIGATIONS.** The Client will participate and cooperate as follows:
 - a. Provide DCNEO with a signed copy of this Contract and Service Agreement
 - b. Work with the DCNEO Contact to determine specific areas of instruction and organization of instruction and Program materials as well as the scope of the Services and Client's budget relating to the foregoing.

- c. Pay the Fee and Expenses within 30 days following receipt of invoice submitted to Client by DCNEO, including any invoice for advance deposits of the Fee or the Expenses (if applicable), as such Fee and Expenses are set forth in each invoice, and subject to the terms of this Agreement.
- d. Schedule mutually agreeable planning dates, times, and schedule changes with DCNEO in a respectable timeframe.
- e. For any student programming that encompasses a full grade level, clients are required to schedule and host a parent/family/guardian information session in advance of the first program. The purpose of these sessions is to be transparent about the curriculum that students will participate in as a part of the programs. Additionally, it affords parents the opportunity to ask specific questions about programs in advance of their facilitation. In the event that this information night is not conducted before the first student program session, the session will need to be rescheduled to after the information night is conducted.
- f. Reserve space, acceptable to DCNEO, for all Participants participating in each Program.
- g. For any public facing community forums or task force events, the client will provide on-site security for the protection of all attendees.
- h. Notify DCNEO if Client is unable to provide a fully working laptop, projector or other AV equipment needed for the Program.
- i. Appropriately market the Program using marketing materials approved in advance, in writing, by DCNEO.
- j. Assign Participants to groups or arrange for sign-up for all Participants participating in the Program.
- k. Use Program materials, activities and outlines only for the Participants at the time(s) the Program is being presented by DCNEO. Client hereby acknowledges and agrees that such Program materials, activities, and outlines, as well as the intellectual property related thereto, remain the property of DCNEO, and that any other usage thereof must be approved, in DCNEO's sole discretion, in writing, in advance by DCNEO.
- l. Confirm to DCNEO that the Client has a signed media release form on file for each participant, authorizing DCNEO to use the likeness and voice of each participant on DCNEO's website, social media pages and printed materials (and will furnish a copy of such signed release forms to DCNEO upon the latter's request).

- m. In the event that due to inclement weather or other unforeseen circumstances in which scheduled contracted programming needs to be canceled, an agreed upon make-up day will be rescheduled during the same contracted calendar school year.

6. **MUTUAL OBLIGATIONS.** The Parties will:

- a. Confer upon and mutually determine the content of any announcements regarding the Program, its contents, objectives, or results.
- b. Promptly inform each other of any issues or problems that arise during the development and implementation of the Services.
- c. Grant permission to each other, upon reasonable request, to share information regarding the Services with other potential clients and organizations affiliated or in discussion with the requesting party, consistent with the confidential provisions of the Family Educational Rights Privacy Act.
- d. The program and all materials are confidential and proprietary property of DCNEO and cannot be reproduced without permission.
- e. In light of the COVID-19 pandemic, either party has the right to transition a scheduled in-person program to an online format. Notice must be provided at least 5 business days prior to making the switch.
- f. If a program takes place in-person, the followings safety measures are required.
 - (i) Ensure that hand sanitizer is available.
 - (ii) Wipe down all surfaces that facilitators/participants may come in contact with.
 - (iii) If a client does not require masks, then physical distancing should be enforced, therefore wherever a training is held should be large enough to accommodate a group that is appropriately sized. In accordance with CDC guidelines, we ask that any unvaccinated participants wear masks.

If a program takes place in-person, the Diversity Center of Northeast Ohio is responsible for ensuring that the program facilitator(s) follow all safety measures required by the State of Ohio, the Centers for Disease Control and Prevention, and the host venue. Similarly, Richmond Heights Secondary School is responsible for ensuring that participants follow all safety measures required by the State of Ohio, the Centers for Disease Control and Prevention, and the host venue.

This Agreement may be signed in multiple counterparts each of which will be deemed an original, and all of which, when taken together, will constitute one document; and may be delivered by facsimile or other electronic means

The Diversity Center of Northeast Ohio – “DCNEO”

By: 

Melodie Gonzales

Engagement Manager

Date: 5.17.22

Richmond Heights Secondary School - “CLIENT”

By:

NAME:

Date:

THIS SCHEDULE 1 IS AN INTEGRAL PART OF THIS AGREEMENT.

1. Program(s)/workshop(s) title (the "Program"):

YouLEAD – Socioeconomics

2. Description of services to be provided by DCNEO (the "Services") as part of the Program:

Socioeconomics

This program will focus on socioeconomic status, wealth, and income, and the impact these concepts have on our lives. Students will explore the factors and relationships in society that determine an individual's socioeconomic status. Through interactive activities, students explore how wealth and resources influence access and outcomes, and learn to recognize when socioeconomic bias is influencing them.

Objectives:

- Define socioeconomic status, wealth, and income
- Understand social and systemic barriers to creating sustainable income and wealth
- Reshape negative perceptions of socioeconomic status for self and others

3. Description of the participants participating in the Program and the maximum number (if applicable) of such participants (the "Participants"):

4 Groups – AVID Students (35 Participants MAX Per Group)

4. Date(s), time(s), and locations(s) that the Services are scheduled to be delivered:

TBD

5. The facilitator(s), including the maximum number of facilitators (if applicable), who will facilitate or conduct the Program and deliver the Services (the "Facilitator(s)"):

DCNEO Staff

6. Fee, including any advance deposit (if applicable), to be paid by Client for the Services (the "Fee") to be paid as follows – 10% upon signature of contract, to secure scheduling dates – 40% to be paid at the halfway point of the contract (if contract length is greater than 30 days) - Remainder to be paid upon completion of contract:

\$1,800 (\$450 Per Session, Discounted From \$550 Per Session)

7. Cost and expenses in addition to the Fee, including any advance deposit (if applicable), to be paid by Client (the "Expenses"):

N/A

8. DCNEO principal contact person (the "DCNEO Contact") and contact information:

Melodie Gonzales – mgonzales@diversitycenterneo.org

7. Client principal contact person (the "Client Contact") and contact information:

Jasmine King - king.jasmine@richmondheightsschools.org



SERVICE CONTRACT AS NEEDED BASIS

This Service Contract (hereinafter referred to as "Contract") is entered into on this 1st day of July, 2022 and end on June 31, 2023 by and between the CONNECT ITC (hereinafter referred to as "CONNECT") and the Richmond Heights Local School District (hereinafter referred to as "the District") for the purpose of providing the educational services as described herein.

WHEREAS, CONNECT an information technology center ("ITC") organized as a regional council of governments and operating as part of the Ohio Education Computer Network ("OECN"), which has been established by the State of Ohio to provide communications and other technology services to public schools and other authorized user entities; and

WHEREAS, the District desires that CONNECT provide it with certain services pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, for mutually acceptable consideration, the parties hereto desire to set forth in writing the terms and conditions of their Contract regarding the provision of services pursuant to this Contract.

1. Purpose: The District agrees to purchase from CONNECT and CONNECT agrees to provide Services to the District as selected below.

2. Services: CONNECT shall provide District the following Services:

[CHECK ALL THAT APPLY]

☒ Personnel

- i. CONNECT shall employ and provide the District with an EMIS support specialist ("Personnel").
- ii. As consideration for providing the Personnel, the DISTRICT shall pay CONNECT a rate of \$1500.00 per month worked by Personnel. CONNECT shall be solely responsible for providing the Personnel with all required compensation and fringe benefits, and for conducting all required performance evaluations.
- iii. The Personnel shall meet the qualifications established by the District, which shall be communicated to CONNECT prior to its assignment of the Personnel.
- iv. The job duties and responsibilities of the Personnel are specified in Appendix A, which is attached hereto and incorporated into this Contract.
- v. The District has input over the hiring, assignment, discipline, layoff, nonrenewal, and termination of the Personnel, and CONNECT shall consider said input when making employment decisions concerning the Personnel.

3. Responsibilities of the Parties:

Responsibility of CONNECT. CONNECT will supply appropriate staff and work cooperatively and collaboratively with the District to provide the contracted Services. Services may be performed by employees of CONNECT, by such other persons or entities as determined by CONNECT or by any combination thereof. CONNECT retains the right to immediately

remove any CONNECT employee or agent who does not meet the background or licensure standards, has engaged in misconduct, or who CONNECT, in its sole discretion, determines is not appropriate for the assignment.

Responsibility of District. The District will cooperate with CONNECT to identify the Services it needs. The District will provide working facilities for personnel including but not limited to workspace, computer, telephone, internet, fax, copy machine and access to the necessary staff and records to perform their job duties. The District will immediately report to CONNECT any alleged misconduct involving CONNECT employees and ensure that CONNECT is involved in investigations and discipline.

4. **Licensure:** Personnel providing Services shall at all times be properly licensed and/or certified as required by law. CONNECT shall maintain copies of all necessary licenses and certifications which shall be available for inspection upon request.

5. **Criminal Records Checks:** CONNECT shall be responsible at its sole cost and expense for conducting criminal background checks on Personnel as required by law.

6. **Confidentiality/Education and Student Records.** The parties acknowledge that in the course of performing their obligations under this Contract, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both parties agree that they will only use Confidential Information of the other party in the performance of its obligations under this Contract and that it will not, at any time during or following the term of this Contract, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.

Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

7. **Additional Services:** Additional services not specified herein may be provided by CONNECT if said services and the cost thereof are mutually agreed upon in advance by the parties and specified in an addendum to this Contract.

8. **Payment for Services:** CONNECT shall provide invoices on a monthly basis requesting payment for the Services, and the District shall pay said invoices within thirty (30) days of receipt. Said invoices shall detail each service provided during the invoice period and the specific cost for each such service. In the event the CONNECT does not receive payments, CONNECT may terminate or suspend this Contract or reduce the scope of work provided under this Contract without pecuniary risk or penalty, at its sole discretion. Such termination, suspension or reduction shall not be deemed a waiver of other legal or equitable rights CONNECT may have to full payment.

9. **Term:** This Contract shall be on an As Needed basis.

10. **Cooperation:** Upon either party's request, the other party shall promptly provide, without charge, copies of all information, data, records, and/or reports which pertain to the Services or are deemed necessary for the provision of the Services. Appropriate conferences shall also be scheduled at convenient times with essential administrative personnel of both parties for the purpose of discussing necessary information.

11. **Limitation on Warranties:** This Contract is a service Contract. Accordingly, CONNECT disclaims all expressed, implied, and/or statutory warranties, including but not limited to warranties of merchantability and fitness for a particular purpose.

12. **Compliance with Law:** Both parties shall comply with all applicable Federal, State, and Local laws, ordinances, codes, regulations, and policies, including but not limited to those governing the disclosure of confidential information regarding students and/or their family members, such as the Family Educational Rights and Privacy Act (20 U.S.C. §1232g).

13. **Breach:** If either party breaches a provision of this Contract, the non-breaching party shall provide the breaching party with written notice of said breach. If the breach is remedied within fifteen (15) days of receipt of the breach notice, said notice shall be void. If the breach is not remedied with fifteen (15) days of receipt of the breach notice, the non-breaching party shall have the right to terminate this Contract upon expiration of said remedy period. Neither party shall be responsible to the other for any losses or failure to perform its respective obligations under this Contract when such loss or failure is caused by conditions beyond the party's control, such as fire, explosion, water, act of God, civil disorder or disturbance, labor dispute, vandalism, war, riot, sabotage, weather or energy related closing, governmental regulations, or other similar causes.

14. **Force Majeure.** If CONNECT is unable to perform any Services under this Contract by reason of force majeure, CONNECT will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The term "force majeure" means without limitation: acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and other severe weather; explosions; restraints of government and people; war, strikes, and other like events; or any other cause that is not reasonably within the control of CONNECT.

15. **Liability.** CONNECT shall not be liable for any claims, damages, costs, judgments, expenses or any other liabilities resulting from bodily injury to any person or damage to property that may arise out of or that are related to this Contract, as a result of an error, omission or negligence of the District, its members, employees, agents or users.

16. **Amendment:** This Contract may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended only by an instrument in writing duly executed by both parties.

17. **Assignment:** Neither party may assign or otherwise transfer, voluntarily or by operation of law, this Contract without the prior written consent of the other party.

18. **Entirety:** This Contract contains the entire Contract between the parties, and there are no oral promises or other representations inducing its execution or qualifying its terms. Any prior service Contract or similar type of Contract between the parties, oral or written, is hereby superseded and terminated.

19. **Governing Law:** The laws of the state of Ohio shall govern the validity, performance, and enforcement of this Contract.

20. **Notices:** Any notice required or permitted herein shall be in writing and deemed given if delivered personally or if sent via certified U.S. mail addressed as follows:

CONNECT ITC
6393 Oak Tree Blvd.
Suite 105
Independence, OH 44131

Richmond Heights Local School District
447 Richmond Rd
Richmond Hts, OH 44143

21. **Severability:** Each article, paragraph, provision, term, and condition of this Contract and any portions thereof, shall be considered severable. If, for any reason, any portion of this Contract is determined to be invalid or contrary to any applicable law, rule, or regulation, the remaining portions of this Contract shall be unimpaired, remain binding on the parties, and continue to be given full force and effect.

22. **Section Headings:** The section headings contained in this Contract are for convenience of reference only and shall not affect the meaning or interpretation of this Contract.

23. **Counterparts:** This Contract may be executed in several counterparts, all of which taken together shall constitute one single CONTRACT between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT on the date first written above.

CONNECT ITC	
By: _____ Executive Director	By: _____ Fiscal Agent
By: _____ Fiscal Officer	By: _____ Richmond Hts Representative

PUPIL TRANSPORTATION AGREEMENT 2022/2023

THIS AGREEMENT made and entered into at Hinckley, Ohio effective for the **2022/2023** school year, by and between the, **Richmond Heights Local Schools**, and **Suburban School Transportation Company, Inc. (SSTC)**, 26 River Road, Hinckley, Ohio 44233. For and in consideration of the mutual covenants and agreement herein contained, and for valuable consideration the parties agree to the following:

1. SSTC will transport students at the written request of the **Richmond Heights Local Schools** for any student requiring transportation. All students are provided door-to-door services specified by the district.
2. SSTC will provide all routing of said students, including contact with the parent/guardian regarding pick up and drop off times and locations. Students may be transported with other students with possible cost reductions. Routing sheets will be kept on file with SSTC dispatching office.
3. SSTC will provide vehicles to be used for transportation of said students. Vehicles will meet the standards of State and Federal law. All vehicles will be equipped with a mobile phone, emergency safety triangles, flares, electrical fuses, Blood Borne Pathogen Kit, fire extinguisher, first aid kit, blanket and a snow brush.
4. SSTC vehicles may be equipped with a global positioning system, which shows a vehicle's location, direction of travel and speed at any given moment.
5. SSTC will pay all expenses in connection with the operation and maintenance of vehicles used in the transportation. A vehicle inspection form shall be completed daily by the drivers. A staff mechanic services the SSTC fleet for preventive maintenance and emergency repairs. All daily inspection forms and service logs are on file in SSTC dispatching office. Should a student cause any damage to a vehicle; the parent/guardian will be financially responsible for said damages.
6. SSTC will provide qualified drivers to operate said vehicles used in the noted transportation in accordance with all applicable State and Federal laws. SSTC will verify that all drivers have met Ohio Pupil Transportation Operation and Safety Rules and Standards, including but not limited to certification and license requirements.
7. SSTC will purchase and maintain during the term of the agreement no less than \$1,000,000 liability insurance, including a \$5,000,000 umbrella. All non-owned vehicles will carry \$300,000 (state requirement) liability insurance and a 1,000,000-liability non-owned coverage policy purchased by SSTC.
8. The rate quoted to the district will be for round trip, unless otherwise specified. The district acknowledges that the rate can change if transportation that was quoted does not meet the requirements of Local, State or Federal mandates due to the Covid-19 and or any other mandates. The district will be charged the daily rate for each day the particular school is scheduled to be opened, regardless if the student or students attend or not, and regardless if the school be cancelled due to inclement weather or emergency. Should **Richmond Heights Local Schools** close due to inclement weather, but the school the student is attending is open, SSTC will use its own discretion. Safety is SSTC's top priority. If SSTC believes it is unsafe to transport due to inclement weather, the parent/guardian will be contacted. A two-day notice is required if the student will be out for an extended amount of time due to illness or suspension. Also, a two-day

notice is required if the student has transferred out of district or expelled from school and transportation service is no longer required.

9. **Richmond Heights Local Schools** will be responsible for obtaining the student(s) medical forms and attach it with the students request form. SSTC will maintain medical history reports in its dispatch office once received from the district.
10. Per our Policies & Procedures; Suburban Transportation does not permit or allow sexual abuse or molestation to occur in the workplace or at any activity sponsored by or related to it. Sexual abuse takes the form of inappropriate sexual contact or interaction for the gratification of the person who is functioning employee. Sexual abuse includes sexual assault, exploitation, molestation or injury. It does not include sexual harassment, which is another form of behavior which is also prohibited by Suburban Transportation.
11. All employees are issued SSTC identification badges to be worn and be visible at all times.
12. All vehicles to be used to transport eligible students who are confined to a wheelchair or other mobile positioning devices or who require life support equipment shall be equipped with a lift or ramp. The lift shall be connected within the vehicle body when not extended. The lift shall lift a maximum of 700 lbs. Wheelchairs are to be secured by a four-point tie down system.
13. Attendants or monitors will be provided to the district, if requested, at an additional charge. Any required ride-alone students will incur an additional cost for such transportation.
14. SSTC may find it necessary to review various alternative accommodations to ensure the safety of the students during transportation. SSTC will always reserve the right to postpone transportation in the event a student becomes combative /violent and/or threatens or interferes with the safety and well-being of the public welfare, other passengers or themselves. The attending school and parent /guardian will be notified at this time to discuss transportation options. Such alternative accommodations will be discussed with and agreed upon by the district prior to implementation by SSTC.
15. In the event SSTC is requested to use a vehicle with special accommodations in order to ensure the safety of student transportation, an additional charge will be applied for such service.
16. All vehicles will have "School Transportation" signs.
17. For the safety of all students transported by SSTC, we will not transport any students across picket lines when a strike is in progress.
18. SSTC will provide **Richmond Heights Local Schools** with a form to use for adding, changing or deleting students. All student changes/requests must be submitted electronically or faxed on the provided SSTC form. No student transportation will begin unless the required form is submitted. SSTC requests at least 48-72-hour notice when placing new student transportation to allow adequate time for placement. Requests received after 12:00 pm will not be guaranteed for the next business day (from August 15th thru September 15th. Please allow 5-7 days for student placement. After any three (3) requests for a student's time or location change during a billing cycle, an additional \$10 service charge per alteration may be applied.
19. Due to current instability and fluctuation in the energy sector fuel surcharges may apply.

20. SSTC will be responsible for allowing 3 minutes for pickup at the student's home. If after the allotted time SSTC leaves and continues the route and is then later notified that SSTC must again return to the students' home, an additional charge will be granted. After school is dismissed at the end of the regularly scheduled day SSTC will wait at the scheduled school until all eligible students have been picked up. If an eligible student does not show up at the designated pickup location the driver will contact the office and the office will contact the school. If SSTC is forced to wait for a student more than five (5) minutes after dismissal time (or other agreed upon pickup time) SSTC will agree to wait fifteen (15) additional minutes for the student. SSTC will be permitted to bill the district for the additional time. When an attempt to drop off an eligible student at home is unsuccessful, SSTC will proceed to complete the regularly scheduled route. The driver will notify the office of the first attempt. After the route is completed, SSTC will attempt again to drop off the student. If the second attempt is unsuccessful, SSTC will be permitted to charge the district, in fifteen (15) minute increments at the daily unit cost for each student for each fifteen (15) minute period, for all time thereafter until the student is dropped off at home or an emergency drop off location.
21. Payment for ordinary services rendered shall be made monthly. Payment needs to be received by SSTC within 30 days of invoice or late fees may apply.

In consideration of this agreement Suburban School Transportation Company, Inc., herein provided, that **Richmond Heights Local Schools** and Suburban School Transportation Company, Inc. will mutually agree on compensation on a case-by-case basis.

This contract will cover the period of **July 1, 2022 through June 30, 2023.**

This contract is made for the benefit of each party heretofore named, and all parties hereby acknowledge receipt of a full and complete copy of this agreement and declare that no promises, representation or agreement, other than those herein contained have been made or were relied upon.

IN WITNESS WHEREOF, the parties hereto set their hands this day and year.

Richmond Heights Local Schools

Suburban School Transportation Company, Inc.

By: _____
Its: _____

By: 
Its: President

Date: _____

Date: May 1 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Love Insurance Agency 373 Center Street Suite A Chardon, OH 44024	CONTACT NAME: Pauline Kreuz
	PHONE (A/C, No, Ext): 440-527-5050 FAX (A/C, No): 440-286-2103
	E-MAIL ADDRESS: pkreuz@loveinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: AIG NATIONAL INSURANCE CO INC
	INSURER B: Liberty Mutual Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GPNU-EP-0011135-02	02/22/2022	02/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER \$ -
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		GPNU-EP-0011135-02	02/22/2022	02/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		GPNU-EP-0011135-02	02/22/2022	02/22/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Equipment Leased or Rented		BMO56559640	02/22/2022	02/22/2023	Limit \$25,000 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Richmond Hts BOE 447 Richmond Rd Richmond Hts, OH 44143	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Suburban School Transportation

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

26 River Road

6 City, state, and ZIP code

Hinckley, OH 44233

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 4 - 1 6 3 1 4 2 9

Part II Certification

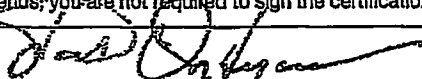
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶



Date ▶

5/1/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

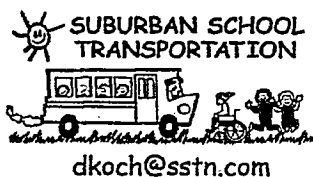
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



Richmond Heights Local Schools

Contact Information

Student Service Supervisor _____
Address: _____
City: _____
State: _____ Zip Code: _____
Phone: _____ Ext.: _____
Emergency Cell Number: _____
E-mail: _____

Transportation Supervisor _____
Address: _____
City: _____
State: _____ Zip Code: _____
Phone: _____ Ext: _____
Emergency Cell Number: _____
E-mail: _____

Invoicing should be sent to this person for approval

Contact Person: _____
Phone Number: _____ Ext: _____
E-mail: _____

Person completing this form _____ 2022

Statement of Work

LT Transport Inc.

623 South Green Road
South Euclid, Ohio 44121

Richmond Hts. City Schools

Date	Services Performed By:	Services Performed For:
June 23, 2022	LT Transport Inc. 623 South Green Road South Euclid Ohio, 44121	Richmond Hts. City School 447 Richmond Road Richmond Hts. Ohio 44143

This Statement of Work (SOW) is issued pursuant to the Services Master Agreement between Richmond Hts. City School and LT Transport Inc., effective July 2022, 2023 School Year. This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

Period of Performance

The Services Shall Commence in August at the onset of the 2022-2023 school year and shall continue until services are no longer needed.

LT Transport will provide transportation approved by the superintendent or their designee for contracted transportation services for the 2022-2023 school year. LT Transport will also have and maintain no less than a 1,000,000 Liability Insurance for all company owned vehicles used for transporting students. Certificate of Liability insurance with Richmond Hts. City Schools named as additionally insured under the policy.

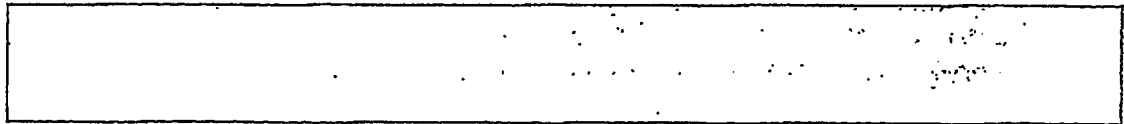
LT Transport Inc utilize up to date vehicles for transporting students, all vehicles are equipped with safety equipment defined by the OHIO DEPARTMENT OF EDUCATION. All vehicles have the school transportation sign on top and the company logo on the side. LT Transport retains its own on-site mechanic for routine and minor repairs and in case of a breakdown. Vehicles are on a routine 3-month maintenance schedule and are Pre-tipped every morning and afternoon before driving.

Our drivers are BCI and FBI screened at the onset of hiring and a physical is required at the beginning and every year thereafter of their employment. Drivers are required to have defensive driving, emergency procedures, and student management training.

L T Transport Inc. will work closely with the transportation department to determine the needs of those students, taking full responsibility for the safe and timely transportation for your students. LT Transport Inc. will provide safety restraint, car seats, wheelchair accessible and or determining whether any student may require an aide or monitor to ride along.

L T Transport will submit an invoice once a month, that will detail students riding and how many days they were transported also detailing any special equipment that is being used at the time of transportation.

L T Transport will charge a maximum of \$70.00 per student based on a minimum of two students plus a \$.70.00 cent per mile charge for fuel. One student exclusively on a van will not exceed \$150.00 per day. The price for an Aid/Monitor will not exceed \$75.00 a day. The use of an aid/monitor will be determined by the Trans. Department based on the IEP put in place for the student. Students requiring wheelchair vehicle will be at a charge of \$175.00 a day.



Richmond Hts. City Schools will provide all information pertaining to the safe transportation for each student, including names and emergency numbers and any other information that will ensure the safe transporting of said students. Richmond Hts. City Schools will pay invoice within 15 days upon receiving.

Name _____ :

Title _____ :

Name _____

Title _____

Name _____

Title _____

Name _____

Title _____



**NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY
DTS SERVICES AGREEMENT
Contract Number: 046599-DTS-2223**

This agreement for the provision of a Technology Service ("Agreement") is entered between the Northeast Ohio Network for Educational Technology (a program of the Metropolitan Regional Service Council) ("Provider") and Richmond Heights Local Schools ("Customer"), as verified by the signatures on the signature page below.

WHEREAS, Provider is an information technology center ("ITC") organized as a regional council of governments and operating as part of the Ohio Education Computer Network ("OECN"), which has been established by the State of Ohio to provide services to schools and other authorized user entities; and

WHEREAS, the Customer is a School District or School chartered by the State of Ohio, and;

WHEREAS, the Provider desires to provide to Customer and Customer desires to secure from Provider the services detailed in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound, agrees as follows:

I. DEFINITIONS:

As used in this Agreement the following terms shall be defined as follows:

"Customer" shall mean a public or private school or school district that has agreed to the terms and conditions of this Agreement.

"Provider" shall mean the information technology center "NEOnet."

"Effective Date" shall mean the date this Agreement becomes binding and enforceable upon execution by both authorized representatives of the Parties as evidenced by the signatures and date on the Agreement below. If executed on different dates, then the date of execution by the Customer becomes the Effective Date.

"Parties" shall mean the Customer and Provider collectively.

"Services" shall mean all of the duties and ministrations affirmatively checked in Article III Performance of this Agreement.

II. TERM

- A. This Agreement shall begin 07/01/2022 and end 06/30/2023 subject to any specific periods described in Exhibit A attached hereto and incorporated herein by reference.
- B. The service agreement shall be automatically renewed for one (1) year unless either party gives notice ninety (90) days before expiration or after notification of a fee increase to the other of its desire to end the agreement.

- C. Notwithstanding the foregoing, this Agreement shall not be renewed if Customer is delinquent in payments to Provider at the time of the contract renewal.

III. SERVICE PERFORMANCE

- A. Provider shall furnish Customer such Services as are described in attached Exhibits.
- B. Provider shall deliver all necessary supplies, materials, equipment, clerical support, staff development, and workspace. The need for such items shall be determined by the Provider.
- C. Provider shall supervise employee(s) in the provision of the Service and shall evaluate the employee(s), with input from the Customer, in accordance with the policies of the Provider.
- D. Customer and Provider shall agree on the work schedule of the employee(s).
- E. The employee(s) shall be subject to and follow Provider's Board policies concerning wage and benefits.
- F. The employee(s) shall follow the work rules established by Customer and Provider. Customer will promptly notify Provider if employees violate work rules. Provider is responsible for taking any disciplinary or corrective action in accordance with Provider's policies where appropriate.
- G. The employee(s) shall report to Provider's office or an alternate location in the event of a calamity day at the Customer's office. Employees will be available to complete work duties for Customer on these days except when the employee is on an approved leave.
- H. The employee(s) shall report times worked in the manner prescribed by the Provider and complete the appropriate Provider leave forms when necessary.

IV. CHARGES AND PAYMENT

- A. Customer agrees to be solely responsible to Provider for all charges billed by Provider for Services provided to Customer under this Agreement. Charges for the Services provided under this Agreement will be billed to the Customer on a quarterly basis. All invoices shall be due and payable not more than 30 days from the date of the invoice.
- B. Customer shall promptly reimburse MRSC for any and all fringe benefits – including, but not limited to, vacation leave, sick leave, paid holiday leave, severance, unemployment compensation, and any other fringe benefit provided by MRSC – paid by MRSC to the Service Provider or incurred by MRSC in connection with the provision of the Service.

V. MID-CONTRACT SERVICE ADJUSTMENTS

- A. Customer may request an increase in the services provided, including increases to staffing levels, number of days that staff work, services, programs and/or materials after the start of the current contract term. Provider will attempt to accommodate the

requests when possible, subject to the availability of qualified staff, equipment, supplies, and materials. The cost of additional services will be charged to the Customer at a rate that is agreed to in advance.

- B. In the event the Customer requests a decrease in services, the Customer will remain responsible for all costs including but not limited to staff compensation and materials until and unless the Provider is able to reassign staff or reallocate materials, equipment and supplies to other client districts. Provider will not unreasonably delay staff reassignment or reallocation of materials.
- C. If an employee's position with the Provider is terminated for any reason during the term of this Agreement, the Customer will not be billed until a replacement has been obtained and begins work.

VI. CONFIDENTIALITY OF INFORMATION

- A. Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.
- B. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- C. Except as required by law including but not limited to the Ohio public records laws, Customer agrees not to disclose any information or documentation obtained from Provider.

VII. NOTICES

- A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Provider:

Name: Matthew Gdovin
Address: 700 Graham Road
City/State/Zip: Cuyahoga Falls / Ohio / 44221
Phone: 330-926-3902
Facsimile: 330-926-3901
E-mail: Gdovin@neonet.org

2. If to Customer:

Name: Rene Willis
Address: 447 Richmond Rd
City/State/Zip: Richmond Heights / OH / 44143
Phone:

VIII. GENERAL PROVISIONS

- A. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives. Neither Party shall assign any right, obligation or duty, in whole or in part,

nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld.

- B. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
- C. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.
- D. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- E. **Liability.** The Customer and Provider shall each assume liability for loss, costs or damages resulting from the negligence of either of them, but shall not be liable for any loss, costs or damages resulting from the negligence of the other party.
- F. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- G. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
- H. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- I. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
- J. **Compliance with Law.** Each Party agrees to comply with all local, state, and federal governmental laws and regulations applicable to the Services contemplated by this Agreement. To the extent that Customer seeks Provider's assistance with SLD inquiries with respect to FCC and E-Rate compliance requirements, Customer agrees to provide Provider copies of all SLD PIA inquiries within 3 days of receipt. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.

- K. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Ohio, and exclusive venue for any dispute arising hereunder shall be in Summit County, Ohio, or in the United States District Court for the Northern District of Ohio.
- L. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The Parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the Parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

Exhibit A

This exhibit is hereby made part of the Technology Support Services Agreement (the "Agreement") entered between Provider and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Charges will be incurred for only those Services for which a rate is shown and/or a charge is itemized.

Services will be rendered for the period of the Agreement, unless otherwise stated below. Any additional services or projects outside the scope of this agreement will be billed monthly as incurred.

1. Provider Obligations and Services

The Provider Obligations and Services provided with their attendant costs are set forth on Schedule 1-a Provider Fees and Obligations

2. Customer Obligations

Customer agrees to provide:

- District staff to support district/building technology.
- Appointed liaison to provide the following;
 - Guidance and support of the technology budget and school district technology goals
 - Meet with the Technology Coordinator on a monthly basis at a minimum
 - Assist with communications to the staff and administration

Schedule 1-a

Provider Fees and Obligations

□

Product name	Product or service description	Price	Quantity	Sum
Technology Coordinator	<ul style="list-style-type: none"> • Facilitates improvement strategies that advance student achievement. Coordinates the implementation of the district's technology plan. Administers state and federal technology grants. Develops and implements strategies to enhance staff and student use of technology resources. Promotes close working relationships with all stakeholders. • Provide leadership and technology strategy aligned with district goals and technical expertise in the design, development, support, and management of the technology infrastructure. • Act as Liaison between district and district buildings for technology-related activities. • Develops procedures that promote the proper use, care, and security of technology resources (e.g., consent forms, maintenance, storage, etc.). Monitors compliance with all licensing agreements. • Responsible for the integration, coordination, operation, procurement, installation, maintenance, and budgets for all technologies used by the district and directs the planning, coordination, integration, and control of all voice, video, and multimedia technologies. • Responds to work orders, resolves computer equipment malfunctions, prepares and maintains daily record of work orders, assists in maintaining inventory of computer hardware/software and provides inventory information on new equipment installation and changes in equipment status. • Oversees the development and maintenance of the Customer's web site. • Assists with the installation and maintenance of network connections. • Maintains an effective configuration management system. • Participates as an active member of the management team. Upholds board policies 	95,000.00	0.33	31,350.00

Product name	Product or service description	Price	Quantity	Sum
	and follows administrative guidelines/procedures. Promotes a professional image of the school district. • Maintains open and effective communications. Promotes the district's mission, philosophy, and vision. Serves as an informative resource. Keeps stakeholders informed about emerging issues.			
Tier 1 Desktop Support Technician	<ul style="list-style-type: none"> • Installation, maintenance, troubleshooting, and support of computer hardware, software, and peripheral equipment. • Maintain desktops, PC's, Chromebooks and other electronic devices. • Assists in physical installation of LAN/WAN hardware/software and related peripheral equipment. • Ensures hardware and software compatibility. Receives, inspects, and tests equipment/software. Facilitates construction/installation activities. Prepares support documentation (e.g., date installed, location, upgrades, etc.). • Provide technical support for software and hardware issues. • Works with teachers to explore adaptations that enhance classroom activities. • Upholds Customer's board policies and follows Customer's administrative guidelines/procedures. • Promotes a professional image of the Customer's school district. • Maintains open and effective communications. Promotes the Customer's mission, philosophy, and vision. Serves as an informative resource. Keeps Customer's stakeholders informed about emerging issues. 	66,000.00	1	66,000.00
		Total (USD):		97,350.00

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER: Richmond Heights Local Schools

Signature of Authorized Customer Representative

Date

Printed name of Authorized Customer Representative

Signature of Authorized Customer Representative

Date

PROVIDER: Northeast Ohio Network for Educational Technology

Signature of Officer or Manager for the Provider

Date

Matthew Gdovin

Printed name of Officer or Manager for the Provider



6393 Oak Tree Blvd.
Independence, OH 44131

June 27, 2022

The Educational Service Center of Northeast Ohio prides itself on being customer-friendly and responsive to the districts' requests and needs regarding the fiscal realities of each public school system. Fiscal responsibility is kept as a high priority when we develop the budget and operation of each of our departments and programs that serve students from any of our customer school districts or agencies. We make it our commitment to keeping costs at the lowest level possible while providing high quality, comprehensive program or service to meet your need to serve your most educationally challenging student population.

As requested by our customer districts to assist them in their annual budgeting process, below is a chart that lists the educational programs, services, and costs for the 2022-2023 school year. **The list of special education programs and/or services "billable rates" below are dependent upon student enrollment, district needs and varying personnel costs for each program or service for the 2022-2023 school year. The "billable rate" will be adjusted on a quarterly basis depending upon these factors and prior notice will be given to districts.**

While the COVID-19 crisis may impact our client district's traditional school operations during the 2022-2023 school year, direct costs shall be paid by school districts when services are provided to the student during any period of school closure mandated by federal, state or local order. Our office has made every effort to contain our costs yet maintain a high-caliber program and services for your school district students with exceptional educational needs.

**Educational Service Center of Northeast Ohio
Special Education Programs/Services for the 2022-2023 School Year**

Program/Service	Rate Per Student Enrollment	Comments
Achievement Centers for Children	\$ 7,865.00 Monthly \$ 20,000.00 for a 1: 1 attendant provided by ACC	Ten (10) Month Programming
Capstone Academy (Hattie Larlham)	\$ 204.84 Daily	Full-Day Programming (176) Days Extended School Year additional \$2,700.00 (six weeks)
Passport	\$ 380.00 Daily	Full Day Programming (180) Days
Crossroads	\$ 200.00 Daily	Full Day Programming (178) Days
Teachers of Hearing Impaired (HI)	\$ 108.00 Hourly	AS Needed, includes, planning, direct service, consultation, meeting attendance, material production, and travel time/mileage
Educational Audiologist	\$ 111.00 Hourly	AS Needed, includes, planning, direct service, consultation, meeting attendance, material production, and travel time/mileage

Teachers of Visually Impaired (VI)	\$ 111.00 Hourly	AS Needed, includes, planning, direct service, consultation, meeting attendance, material production, and travel time/mileage
Rehabilitation Specialist (VI)	\$ 58.00 Hourly	AS Needed, includes, planning, direct service, consultation, meeting attendance, material production, and travel time/mileage
Orientation/Mobility Trainer (VI)	\$ 78.00 Hourly	AS Needed, includes, planning, direct service, consultation, meeting attendance, material production, and travel time/mileage
Functional Low Vision Screening (VI)	\$ 78.00 Hourly	AS Needed, includes, planning, direct service, consultation, meeting attendance, material production, and travel time/mileage
Brailist	\$ 35.00 Hourly	Production Time
Brailist Aide	\$ 19.00 Hourly	Production Time
Brailist Clerk	\$ 17.53 Hourly	Production Time

We have attached our 2022-2023 Educational Service Center of Northeast Ohio **Agreement for Admission of Tuition Pupils, pursuant to Section 3313.841 Ohio Revised Code** which is our standard student placement agreement with the District of Residence's Board of Education to agree to pay the above net costs as calculated by the Educational Service Center of Northeast Ohio and acknowledges that the District of Residence (DOR) pupil will be included in the District of Residence's ADM Certification. This attached **Agreement** will be sent to districts throughout the school year when new placements are made to authorize student(s) to be served by an educational placement or service operated by the Educational Service Center of Northeast Ohio.

Thank you in advance for your continued confidence and support of the programs and services offered by the ESC of Northeast Ohio to serve the needs of your students. We are working to meet your needs and are very interested in your continuing feedback. If there are any questions or need clarification, feel free to contact me directly at (216) 901-4210 or at steve.rogaski@escneo.org.

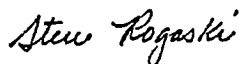
Sincerely,



Robert Mengerink, Superintendent



Bruce Basalla, Treasurer



Steve Rogaski
Director of Human Resources and Pupil Services

Enclosure

cc: Pupil Personnel Dir.

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO

**AGREEMENT FOR ADMISSION OF TUITION PUPILS PURSUANT TO
SECTION 3313.841 O.R.C.**

DISTRICT OF RESIDENCE

The Richmond Heights Local School District Board of Education hereby enters into a contract for admission of the student listed below with the Educational Service Center of Northeast Ohio for educational purposes for the 2022-2023 school year.

The above Board of Education hereby agrees to pay to the Educational Service Center of Northeast Ohio for each pupil an amount equal to the direct costs as calculated for the school district. Direct costs shall be paid when services are provided to the student during any period of school closure mandated by a federal, state, or local order.

The above Board of Education acknowledges that students (attached) are to be included in the ADM certification of the above school district.

SERVICE:

COSTS:

Rate for 2022-2023

Signature Superintendent of District of Residence


Date

Signature Treasurer of District of Residence

Date

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO

We do hereby admit the above listed pupil to our schools on the terms described above for the school year 2022-2023.



Signature Superintendent of Educational Service Center

June 30, 2022



Signature Treasurer of Educational Service Center

June 30, 2022

Please return a signed copy of this Agreement along with a signed P.O. for the above service to Educational Service Center of Northeast Ohio, Essex Place, 6393 Oak Tree Blvd., Independence, OH 44131.

RICHMOND HEIGHTS LOCAL SCHOOLS

447 RICHMOND RD. RICHMOND HTS., OHIO 44143 PHONE: 216-692-0086 FAX: 216-692-2820

"It's the Dawning of a New Day"

Attachment #21

**Assistant Principal
Upper School
(Middle School & High School)**

Job Title: Upper School Assistant Principal

Reports To: Upper School Principal

Job Objective: To serve as an instructional leader in the upper school, administer the daily operations, and supervise the activities of the faculty and students.

Contract Days: 220 days

Compensation: Commensurate with experience

Minimum Qualifications:

- Master's Degree preferred
- Ohio Administrative Licensure
- OTES certification
- Understanding of district and school student-achievement data and Ohio Learning Standards
- Working knowledge of literacy and the reading/writing process, strategies for second-language learners and special needs students
- Understanding of best instructional practices for secondary classrooms
- Communicates accurately and professionally
- Ability to meet deadlines
- Able to pass a Background Check

Essential Duties:

- Serve as an instructional leader by monitoring the implementation of professional development in classrooms and grade level/content area meetings in accordance with the school improvement plan.
- Implement and monitor District-wide behavioral expectations (PBIS) and policies including monitoring attendance trends and overseeing truancy interventions; address safety and welfare issues by holding meetings with parents, investigating incidents, documenting findings, contacting proper authorities, and conforming to legal requirements and regulations
- Create partnerships with parents and community.
- Supervise employees including serving as an instructional leader assigning and directing work, interviewing, evaluating performance, disciplining, and resolving issues

Mission: Prepare individual learners to navigate an evolving global community using 21st century competencies

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- Supervise and evaluate district security personnel
- Work in conjunction with the Director of Operations in planning for school safety; including fire drills, tornado drills, active shooter drills, ALICE, etc.
- Address building management concerns by working with the custodial staff, office staff, teachers, and District staff including implementing school-wide safety and emergency protocols
- Collect and analyze student assessment data.
- Resolve student issues by meeting with students, parents, teachers, and other school staff and designing plans of action
- Coordinate the supervision of athletic events
- Represent the school/District at out-of-district committee meetings for the following: district athletic activities, high school assistant principals, and other committees as assigned.
- Coordinate and oversee the district's summer school programs
- Attend IEP/ETR/504 meetings as a District representative
- Other duties as assigned

Title: ASSISTANT PRINCIPAL

(Superintendent or designee)

(Date)

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

(Print Name)

(Signature)

(Date)

RICHMOND HEIGHTS LOCAL SCHOOLS

447 RICHMOND RD. RICHMOND HTS., OHIO 44143 PHONE: 216-692-0086 FAX: 216-692-2820

"It's the Dawning of a New Day"

Attachment #22

Administrative Assistant for Special Education and Educational Services

Job Title: Administrative Assistant for Special Education and Educational Services
(Non RHEA)

Reports To: Directors of Special Education and Educational Services

Job Objectives: Provide administrative support services necessary for various central office departments.

Contract Days: 260 days

Compensation: Commensurate with experience

Minimum Qualifications:

- High school diploma and administrative support experience are desirable.
- Multitasking ability, strong diplomacy skills, and strong customer service focus.
- Ability to compute mathematical data accurately. Maintain accurate records while retaining confidentiality.
- Proficient in the use of computer software including spreadsheets, word processing, and Google Suite.
- Displays flexibility, reliability, self-discipline, and a willingness to take on challenging tasks.
- Documentation of a clear background check.

Essential Duties:

- Possess good organizational skills
- Possess good verbal and written communication skills
- Organize and maintain a functional filing system that ensures the safe retention and efficient retrieval of office records.
- Maintain confidentiality of privileged information.
- Use a computer to prepare and process information including, but not limited to, special education handbooks, forms, test protocols, due process, test scoring, attendance and student assessment information.
- Assist with the child management system.
- Collect and process all Individual Education Plans (IEP).
- Send out appropriate letters/invitations as required by IDEA for IEP/ETR meetings.
- Track out of district, court placed, and home instruction students.
- Prepare contracts, review budgets, prepare purchase orders.
- Ability to coordinate calendars of Directors and schedule meetings.
- Collect and compile statistical data as directed.
- Input attendance data as mandated by law.
- Ability to work well either alone or as part of a team.
- Other duties as assigned.

Mission: Prepare individual learners to navigate an evolving global community using 21st century competencies

www.richmondheightsschools.org

RICHMOND HEIGHTS BOARD OF EDUCATION JOB DESCRIPTION

Title: ADMINISTRATIVE ASSISTANT FOR SPECIAL EDUCATION AND EDUCATIONAL SERVICES

(Superintendent or designee)

(Date)

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

(Print Name)

(Signature)

(Date)