

2022-2023

EDUCATIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into at Mansfield, Ohio, by and between THE MID-OHIO EDUCATIONAL SERVICE CENTER, hereinafter the Board, and Foundations for Living, hereinafter FFL.

WHEREAS, FFL is the operator of a residential facility located at 1451 Lucas Road, Mansfield, Ohio, and

WHEREAS, there are school age children residing at this facility by reason of commitment by various Juvenile Courts, Children's Services, etc. and

WHEREAS, THE Board agrees to sole responsibility for the educational needs of all the residents in the FFL facility for two hundred and twenty days (220) of instruction.

WHEREAS, FFL agrees to provide adequate space within the facility located at 1451 Lucas Road, Mansfield, Ohio, to house the educational service as provided by the Board, and further agrees, to waive financial remuneration from the Board for rental or lease of that space from FFL. The Board will receive financial remuneration for providing the educational services for FFL residents who did not reside within the state of Ohio prior to their placement by the Court in the FFL facility. The daily rate will be determined each year by dividing the annual state average tuition rate for all Ohio schools, as provided by the Ohio Department of Education, by one-hundred and eighty days (180) for the current school year, not to exceed a two (2) percent increase over the previous year's tuition rate. The new rate will take effect on September 1, or as soon as provided thereafter.

Whereas, FFL agrees to provide a School Breakfast/Lunch Program as described and regulated by the U.S. Department of Agriculture for the residents of the FFL facility that are enrolled in the Board's educational services, for the amount of remuneration equal to what the Board is/would be able to collect from the U.S. Department of Agriculture through the Ohio Department of Education for this program.

NOW, THEREFORE, BE IT AGREED BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE ONE

EDUCATIONAL SERVICES PROVIDED

FFL agrees to maintain minimum of thirty (30) Ohio residents in the school program at all times during the period educational services are being provided by the Board.

The Board agrees to provide the appropriate educational service as provided for in Section 50.32 of the Budget Bill (AM. Sub H.B. 215). Should the Board and FFL not be able to reach an agreement amending this Agreement, the parties shall seek the assistance of the Ohio Department of Education Corrections Consultant. The Corrections Consultant shall be asked to hear both parties and render an amendment to this Agreement which shall be binding on both parties. Any costs for the designee shall be born equally by the Board and FFL.

The Board shall provide in consultation with FFL, and for its eligible residents, a curriculum and a graded course of study meeting the minimum requirements of the Ohio Department of Education including the appropriate State assessments, and shall assume responsibility for lesson plans, tests, instruction, grades, educational records, the printing

of instructional materials, development and monitoring of Individual Education Plans where appropriate, and all other phases of the educational program. This curriculum shall include college and career readiness as an integral aspect of the curriculum.

The Board shall be responsible for all books, instructional materials, computer hardware and software, teacher desks, and any or all other furniture portable or fixtures necessary to perform these services. The Board shall also be responsible for the transfer of records and credit to the school district where the student transfers upon completion of his/her residence at FFL.

ARTICLE TWO

EDUCATIONAL FACILITIES

That FFL shall provide, at its sole expense, appropriate classrooms, and utilities at its facility for the delivery of the educational services by the Board. It shall also provide supervision by FFL Youth Care Specialists, or an FFL designee, at a ratio of one FFL specialist for each ten (10) students, or fraction thereof who shall be available during school hours to assist the teachers. FFL shall provide a nurse and shall be responsible for escorting students between the classroom and the nursing station.

ARTICLE THREE

SAFETY AND OPERATION

That teachers shall be responsible for the overall behavior of students in the classroom. Acceptable behavior will be defined by FFL as part of the total residential treatment program. However, in the event of disruptive conduct or profanity towards the teacher, FFL employees shall become primarily responsible to address this serious misbehavior by students. If the conduct calls for physical restraint, teachers will be

expected to assist in only a secondary role. FFL will provide instruction to the teachers in Handle with Care (HWC). FFL will incorporate the teachers in FFL behavioral management plan for students.

Teachers shall not be responsible to do cleaning or maintenance work and shall be entitled to a minimum of thirty-minute duty-free lunch period each school day.

ARTICLE FOUR

PAYMENT

That FFL and the Board agree that the Board shall incur all expenses for providing the educational services as required to meet the educational standards set forth by the Ohio Department of Education. Also, in providing fiscal administration, use its best efforts to maximize funding for the program from all sources.

Furthermore, FFL agrees to bill the Board, on the fifteenth day of the calendar month for meals provided in the previous month to all residents of the FFL program that were provided educational services by the Board during that month. The billing will be at or equal to the maximum amount of remuneration the Board can expect to receive from the U.S. Department of Agriculture in the School Breakfast and Lunch Program. The Board agrees to pay for the service within sixty (60) working days following the receipt of the billing.

It is understood and agreed that all eligible residents of FFL shall be enrolled in the education program provided by the Board and shall remain in the program during their residency unless removed temporarily from attendance by the Board for good cause. Said temporary removal would be for the reason of re-evaluation by FFL and the Board for the educational and the treatment needs of the student based on behavioral and/or

treatment issues. FFL and the Board agree to involve the teachers in the evaluation and corrective action plans for these specific issues.

It is also agreed that the Board, or its subcontractors, will receive and account for all funds for the educational services provided in this Agreement, bill the school districts of residency when appropriate, and keep records of dates of enrollment. The Board may subcontract as defined in previous paragraphs but still maintains the primary position of accountability to FFL for any and all concerns of this Agreement.

FFL agrees that should the facility cease operation during the term of this Agreement, FFL shall be responsible for payment to the Board of any actual costs which cannot be suspended due to state law.

ARTICLE FIVE

ADMINISTRATION

That the Board will supervise, evaluate, and discipline teachers or subcontractors under this Agreement. However, it shall be incumbent upon the Board's superintendent and/or his/her designee, the FFL Managing Director, and/or his/her designee, to jointly develop and implement procedures and operational expectations which satisfy both the Board and FFL philosophical and legal requirements. As provided in Article Four, the Board, or subcontractors, will keep all educational enrollment and attendance records and be responsible, in cooperation the FFL, for the overall classroom management and educational program. FFL shall provide residential supervision, custodial and maintenance services, and overall security for the Board employees while on the premises. The parties agree to meet as necessary to coordinate educational activities with other FFL activities.

The Managing Director of FFL, the School Director and the Superintendent or designee of the Board shall meet annually prior to the first of May at a time and place mutually agreed upon to review the operation of the educational program and discuss issues of mutual interests. The items of discussion shall include, but not be limited to enrollment, billing accounting for funds, procedural safeguards for students identified with exceptionalities, training issues, the issues of FFL customers, and staff development.

Board acknowledges and agrees that all Board employees or subcontractors that perform services at FFL must comply with FFL's on-site policies, procedures, rules and regulations. Accordingly, Board agrees that (a) any personnel employed by or contracted with Board to provide the educational services under this Agreement on site at the FFL ("Board Personnel") shall be fully vaccinated against COVID-19 or have been approved for an exemption under Board's exemption policy, provided that such exemption is consistent with exemptions permitted under the Centers for Medicare and Medicaid Services Interim Final Rule for Healthcare Staff Vaccination, effective as of November 5, 2021; (b) Board shall track and maintain records of Board Personnel vaccination/exemption status including the dates and manufacturer of doses; (c) Board shall, or shall require Board Personnel prior to coming on-site to, provide evidence of vaccination/exemption status to FFL as requested by FFL (response time for FFL request shall be within two (2) hours of such request if requested by a state or federal agency); (d) for Board Personnel that have been exempted from being vaccinated pursuant to Board policies, Board shall require such Board Personnel to wear a surgical mask at all times at the FFL. Board agrees to remove any Board Personnel from providing services at the FFL who (i) tests positive for COVID-19, or (ii) is unvaccinated and refuses to

wear a surgical mask. Further, FFL may terminate this Agreement upon one (1) days' notice for Board's breach of any of the requirements set forth in this Section.

Conflict of Interest. The Board warrants no present interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

Professional Responsibility. Nothing in this Agreement shall be construed to suggest, permit, or require FFL in any way to interfere with or otherwise affect the rendering of services by the Board in accordance with independent and professional judgment. The Board shall perform services substantially in accordance with generally accepted practices and principles of Education.

This Agreement shall be subject to the rules and regulations of any and all organizations and associations to which the Board may from time to time belong and to the laws and regulations governing the practice of the Board's trade in the state of Ohio.

Indemnity/Insurance.

- a) The Board agrees to carry professional liability insurance limits no less than \$1,000,000/\$3,000,000 (per occurrence/aggregate) and further agrees to comply with the Insurance Addendum appended hereto. This insurance will be fully applicable to all services required to be rendered by the Board under this Agreement, subject to the terms and exclusions of the policy. If occurrence coverage is not available, claims-made coverage with a three-year tail coverage is to be provided for the same amounts and aggregates as detailed above. The Board will provide FFL with a certificate evidencing such insurance coverage upon execution of this Agreement and, if this Agreement

continues, each year thereafter on the anniversary date of execution. The insurance policy will provide at least ten (10) days written notice before any cancellation or alteration in its terms may take effect. The Board agrees to send FFL copies of any such notice of cancellation or alteration.

1. The Board agrees to be liable for any medical incident which arises from the Board's performance under this Agreement.
2. The parties agree that if either of them is without fault and is held liable for the acts of the other arising out of the rendering or failure to render professional services required by this Agreement, their rights of indemnity or contribution as provided by the applicable laws for the state of Ohio may be pursued in accordance with such laws.
3. In addition, if a claim is against both parties and alleges action by both parties resulting in the claim, each party will be responsible for providing their own legal defense to include costs, attorney's fees, damages or liabilities, but if the claim is concluded with liability against only one party, that party will indemnify the other for all costs, attorney's fees or other expenses incurred in connection with the claim.

Confidentiality. Any information given to, or developed by, the Board in the performance of this Agreement will be kept in confidence and will not be made available to any individual or organization by the Board without the written approval of FFL, except as required by law.

Assignment. The Board will not assign or transfer any interest in or duties to be provided under this Agreement without the express written approval of FFL, except as previously provided within this Agreement.

Invalidity and Severability. If any provision of this Agreement will be held to be invalid, such provision will be null and void, the validity of the remaining provisions, of the Agreement will not in any way be affected thereby.

Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which will constitute one Agreement, notwithstanding that all parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined, and the signature of any party to any counterpart will be deemed to be a signature also and may be appended to any other counterpart.

Third party Rights. The provisions of this Agreement are for the sole benefit of the parties hereto and will not be construed as conferring any rights on any other person.

Governing Law. This Agreement will be governed by the laws of the state of Ohio as to interpretation, construction, and performance.

Scope of Agreement/Amendments. This Agreement incorporates all agreements, covenants, and understandings between the parties hereto concerning the subject matter thereto. No prior agreement or understanding, verbal or otherwise, between the parties or

their agents will be valid or enforceable unless embodied in this Agreement. Agreement may be amended, changed, or modified only by written agreement, executed by both parties hereto. No waiver or any provision of the Agreement will be valid unless in writing and signed by the party charged.

Non-discrimination. FFL is an Equal Opportunity Employer. If this Agreement is subject to Executive Order 11246, as amended, a copy of the Federal Contract Supplement is made a part hereof.

To the extent required by the applicable laws and regulations, this Agreement also includes and is subject to Executive Order 11738 requiring certification of compliance with environmental regulations and to the affirmative action clauses concerning Disabled Veterans of the Vietnam Era (41 CFR 60-250) and employment of the Handicapped (41 CFR 60-751), and the appropriate clauses and either attached hereto or incorporated herein by reference.

ARTICLE SIX

CALENDAR

That the parties shall as soon as practical establish a calendar of school days for the 2022-2023 school year which shall contain two hundred and thirty (230) days with two hundred and twenty (220) days of actual class instruction during the 2022-2023 school year. Hours of instruction shall be set by the Board on each class day recognizing the need to meet state minimum standards, individual educational plans, non-educational programs, and operational needs of FFL. The Board will release its teachers, or subcontractors, from reporting to work only on mutual agreement with FFL. School shall be closed should the Richland County Sheriff declare a Level 3 Snow Emergency, roads

are closed to general traffic, and/or the Mid-Ohio Educational Service Center is closed by the Mid-Ohio Educational Service Center Superintendent. If school is closed for one of the above-listed reasons, the day will be made up to meet the 220 contracted instructional school days.

ARTICLE SEVEN

TERM

That this Agreement shall be for a term beginning July 1, 2022 and continuing until June 30, 2023. The parties shall meet prior to the month of May 2023 to review the operation of this Agreement and negotiate an extension of the same on such terms as may be agreed upon for the 2023-2024 school year.

That FFL or the Board shall provide notice not to extend this Agreement for the subsequent school year on or before April 15, 2023, by registered mail. FFL shall notify the Board at 890 W. 4th Street, Mansfield, Ohio 44906. The Board shall notify FFL at 1451 Lucas Road, Mansfield, Ohio 44903.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate original on dates set forth below:

Foundations for Living

Mid-Ohio Educational Service Center

_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date
_____	_____	_____	_____
	Date		Date

INSURANCE ADDENDUM

Board shall, at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees, its subcontractors and its independent contractors and agents: -

- I. Commercial General Liability insurance coverage, naming FFL as Additional Insured, with a minimum of One Million Dollars (\$1,000,000.00) each occurrence, Two Million Dollars (\$2,000,000.00) in the Annual Aggregate and Two Million Dollars (\$2,000,000.00) Products-Comp/Ops Aggregate, applying to Bodily Injury, Property Damage, and liability assumed under any contract. General Liability insurance coverage may be satisfied by a combination of primary and Excess or Umbrella coverage.
- II. Workers' Compensation and Employer's Liability for Board's legal and statutory obligations as required by the laws of the jurisdiction in which the services are performed, and Board shall waive its right of subrogation: and

Depending on the nature of the services provided by Board, Board shall carry the following additional insurance coverage (*check all that apply*): -

☒ Professional (E&O) Liability insurance coverage, with a minimum of One Million Dollars (\$1,000,000.00) each claim and Three Million Dollars (\$3,000,000.00) annual aggregate, applying to professional acts and omissions.

☒ Commercial Auto Liability insurance coverage with a minimum of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage.

☐ Cyber and Privacy/Technology E&O Liability insurance coverage (including, but not limited to, coverage for investigations and mitigation of any data breaches or breaches of patient information) relating to errors and omissions liability, network and information security liability, and communications and media liability, with a minimum of __ Million Dollars (\$00,000,000.00) each occurrence, and __ Million Dollars (\$00,000,000.00) in the annual aggregate.

☐ Other (specify type(s) and amount(s) of coverage): -----.

Except as otherwise provided herein, neither party waives its rights (or the rights of its insurer) of subrogation.

In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, Board shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

Except for workers compensation insurance, all insurance required of Board shall not be materially altered or not renewed without at least thirty (30) days advance written notice to FFL.

BOARD SHALL PROVIDE CERTIFICATES EVIDENCING THE ABOVE COVERAGE(S). FFL SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO BOARD FOR ANY BREACH OF THIS SECTION.

