

EDUCATIONAL SERVICES AGREEMENT

for the Period 7/1/2020 thru 6/30/2022

THIS AGREEMENT made and entered into at Shelby, Ohio, by and between The Board of Governors of THE MID-OHIO EDUCATIONAL SERVICE CENTER, hereinafter the Board, and ABRAXAS, A GEO GROUP Company, Inc., hereinafter Abraxas.[†] *Cornell Abraxas Group, Inc., operating

WHEREAS, Abraxas is the operator of a residential facility located at 2775 State Route 39, Shelby, Ohio, and

WHEREAS, there are school age children residing at this facility by reason of commitment by various Juvenile Courts, and

WHEREAS, the Board agrees to sole responsibility for the educational needs of all the residents in the Abraxas facility, for a two hundred and thirty (230) day school year, of which a minimum of two hundred and twenty (220) will be instructional days.

WHEREAS, Abraxas agrees to provide adequate space within the facility located at 2775 State Route 39, Shelby, Ohio to house the educational services as provided by the Board and

WHEREAS, the Board through an approved food service contractor agrees to provide a School Breakfast Lunch Program as described and regulated by the US Department of Agriculture for the residents of the Abraxas facility that are enrolled in the Board's educational services, for the amount of remuneration equal to what the Board is able to collect from the US Department of Agriculture and other sources through the Ohio Department of Education for this program.

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

ARTICLE ONE

EDUCATIONAL SERVICES PROVIDED

Abraxas agrees to maintain residents, who were Ohio residents prior to their placement in the Abraxas program by the Court, 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 Am. Sub H.B. 215 and further described in Ohio Department of Education rules, Program Criteria for Private Residential Treatment facilities, dated September 2, 1997 (revised April, 2010). In the event the total number of resident students exceeds one hundred (100) for more than fifteen (15) consecutive school days, or drops below seventy-five (75) resident students for more than fifteen (15) consecutive school days, the parties agree to meet promptly to negotiate an amendment to this Agreement. The Board shall provide in consultation with Abraxas, and for its residents, a curriculum and a graded course of study meeting the minimum requirements of the Ohio Department of Education, including the appropriate educational testing for all eligible students, and shall assume responsibility for lesson plans, tests, instruction, grades, educational records, the printing of instructional materials, development and monitoring of Individualized Education Program where appropriate, and all other phases of the educational program.

The Board shall be responsible for all books, instructional materials, computer hardware and software, student/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 residence at Abraxas.

ARTICLE TWO

EDUCATIONAL FACILITIES

That Abraxas shall provide, at its sole expense, appropriate classrooms and utilities at its facility for the delivery of the educational services by the Board. Clinical supervision shall be provided by Abraxas staff during school hours to assist the teachers when needed. Abraxas shall provide a school 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 Abraxas as part of the total clinical program. However, in the event of disruptive conduct or profanity towards the teacher, Abraxas 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 only in a secondary role. Abraxas will make available instruction to the teachers in Safe Crisis Management Techniques. Abraxas will incorporate the teachers in corrective action plans for students in the teacher's classroom. Teachers shall not be responsible to do cleaning or maintenance work and shall be entitled to a minimum of a thirty minute duty-free lunch period each school day.

ARTICLE FOUR

PAYMENT

That Abraxas and the Board agree that the Board shall incur all expenses for providing the educational services for Ohio residents, as described in Article One. Also, in providing fiscal administration, the Board will use its best efforts to maximize funding for the program from all sources. Abraxas hereby agrees that not more than 15% of the students enrolled shall be placed from outside of Ohio. Abraxas also agrees to pay the Board \$37.75 and \$38.85 per educational day for each out of State student above the 15% allotment in fiscal years 2020-2021 and 2021-2022, respectively. It is understood and agreed that all eligible residents of Abraxas 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 Abraxas and the Board for the educational and the clinical needs of the student based on behavioral and/or clinical issues. Abraxas 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, keep records of dates of enrollment, and apply for appropriate unit funding. The Board may subcontract as defined in previous paragraphs but still maintains the primary position of accountability to Abraxas for any and all concerns of this Agreement.

ARTICLE FIVE

ADMINISTRATION

That 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 Abraxas Program Director, and/or his/her designee, to jointly develop and implement procedures and operational expectations which satisfy both the Board and Abraxas 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 with Abraxas, for the overall classroom management and educational program. Abraxas 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 Abraxas activities. The Director of Abraxas, the School Director and the Superintendent or designee of the Board shall meet annually 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, procedural safeguards for students identified with exceptionalities, training issues, the issues of Abraxas customers, and staff development.

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 Abraxas 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 in the amount of \$1,000,000/\$3,000,000 (per occurrence/aggregate). 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 Abraxas with a certificate evidencing such insurance coverage upon execution of this Agreement and at Abraxas' request anytime thereafter. 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 Abraxas 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 its 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 Abraxas, 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 Abraxas, except as previously provided within this Agreement.

Invalidity and Severability. In the event that 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. Abraxas, A Geo Group Company, 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 school year which shall contain two hundred and thirty (230) days with two hundred and twenty-four (224) days of actual class instruction during the school year. Hours of instruction shall be set by the Board on each class day recognizing the need to meet state minimum standards, individualized educational programs, non-educational programs, and operational needs of Abraxas. The Board will release its teachers, or subcontractors, from reporting to work only on mutual Agreement with Abraxas. School shall be closed should the Richland County Sheriff declare a Level 3 Snow Emergency, roads closed for general traffic, and/or the Mid-Ohio Educational Service Center's Superintendent, or designee, deem it necessary for the safety of its' staff, or subcontractors. Should the school be closed for any reason listed above, the days will be made up so that a minimum of 220 contracted instructional days

will be reached.

ARTICLE SEVEN

TERM

That this Agreement shall be for a term beginning July 1, 2020 and continuing until June 30, 2022. The parties shall meet no later than March 1, 2022 to review the operation of this Agreement and negotiate an extension.

That Abraxas, or the Board, can terminate this Agreement as of June 30, 2021, or June 30, 2022, by giving one-hundred and twenty (120) days written notice by registered mail. Abraxas shall notify the Board at 890 West Fourth Street, Suite 100, Mansfield, Ohio 44906. The Board shall notify Abraxas at 2775 State Route 39, Shelby, Ohio 44875.

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

In the Presence of:

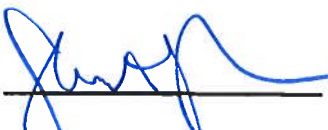
Mid-Ohio Educational Service Center

Date

By _____

Date

By _____

 3/4/20
Date

*Cornell Abraxas Group, Inc.
*Abraxas, A GEO Group Company

By  _____

Date

By _____