

Alternative Education Services Agreement

This **Alternative Education Services Agreement** (this “**Agreement**”) is made and entered into as of this ____ day of July, 2024, by and between Ombudsman Educational Services, Ltd. whose address is 28100 N. Ashley Circle, Suite 102, Libertyville, IL 60048, (“**Service Provider**”) and Dekalb County School District whose address is 1701 Mountain Industrial Blvd, Stone Mountain, GA 30083 (“**District**”, and together with Service Provider, the “**Parties**”, and each, a “**Party**”).

Section 1. Scope of Services Provided. Service Provider will provide District with a full day on-campus program intended to provide educational and support services to students in need of integrated academic and social-emotional support (the “**Program**”). The Program will provide middle school students, grades fifth through eighth, who are assigned by District to the Program with a personalized learning experience different than they may encounter in a traditional school setting. Service Provider will accept in the Program students, regardless of referral reason, including students with disabilities, English language learners, and students that may have had significant academic, attendance and/or behavioral issues in the past. The Program is designed to facilitate and enhance students’ progress through academic content courses and social emotional skills by offering differentiated instruction of performance-based curriculum in a technology-assisted environment with the goal of improving students’ success toward content mastery, test performance, potential transition back to their sending school and persistence to promotion and graduation

1.1 Student Placement. In collaboration with Service Provider, the District will identify overaged students who have not completed middle school by the age of 14 and may benefit from participation in the Program. The District's eligible students will be cross-enrolled to the Service Provider. “Eligible Students” include current and former District students who meet one or more of the following criteria:

1. Are not currently enrolled in one of the District's high schools;
2. Are under-credited, over-aged 5th - 8th graders;
3. Are at-risk for being withdrawn from the District due to truancy or chronic absenteeism;
4. Qualify under State law for public education services from the District;
5. Are previously homeschooled (or non-accredited institution);
6. Are impacted by the Juvenile Justice System;
7. Are recommended for behavioral/discipline programming;
8. Are referred to the Chancelight Program by the District or their elementary or middle school; and
9. Are residents of DeKalb County.

For each referred student, District will provide to Service Provider a student profile (on a form to be provided by Service Provider), student transcript, and a required course schedule. For students referred into the Program, an initial Program orientation will be conducted with the student, parent, Service Provider representative and a representative from District, if and when necessary. The District will conduct the change of placement Individualized Educational Program (“**IEP**”) meeting for students with a current IEP.

District agrees to provide Service Provider a copy of each student’s current, updated IEP and transcripts for office records upon referral or placement into the Program. District will also provide a copy of the updated IEP to Service Provider staff at the end of each IEP meeting. Service Provider will update IEP goals quarterly or upon the frequency indicated in the IEP. Communication about a student’s progress is on-going and formally given to both the parent and District for all students on a quarterly basis through progress reports, as required by each student’s IEP.

1.2 Student Population. Students referred to the Program are expected to be general education students or may have an IEP. Students are able to work on academic coursework with integrated interventions and support in the classroom to address disruptive behaviors. Of the student population

described herein, the percentage of concurrently enrolled students with an IEP or 504 plan shall not exceed 15% of total slots purchased in accordance with the terms herein.

1.3 Change in Student Population. During the Term, should the student population change or the needs of referred students exceed the scope of services described herein, District agrees to collaborate with Service Provider to discuss the impact on staffing and potential increased costs to be paid by District as a result of the change in student population. No changes requiring additional costs shall be made unless pre-approved by District.

1.4 Special Population Students. Student subgroups, such as those classified as English Language Learners and Students with Disabilities (Section 504 or Special Education) who have been previously identified by the District will be so designated on the student profile. District will indicate the student's subgroup as part of the Service Provider intake process.

1.5 Course, Credit and Graduation Requirements. District will determine credit requirements and eligibility for graduation or promotion for its students placed in the Program. Students who are unable to fulfill District's graduation requirements may be eligible at District's discretion to receive a Service Provider diploma. Service Provider's diploma is recognized and accredited as a high school diploma by the Middle States Commission (MSCES) and Cognia.

1.6 Assessments. Each student will participate in assessments for the purpose of screening, benchmarking, measuring student growth, progress monitoring, and instructional planning. Data will be analyzed by Program staff members and academic and behavioral interventions will be designed and implemented accordingly.

District shall provide in a timely manner evaluations, special program eligibility and/or related information in attempt to ensure that Service Provider is able to provide students with appropriate services and instructional modifications immediately upon enrollment. District will remain responsible for all evaluations, reevaluations and independent evaluations under the Individuals with Disabilities in Education Act ("IDEA") and Section 504 of the Rehabilitation Act ("Section 504"). Any necessary placement identification or eligibility assessments for special programs – such as English Language Proficiency scores and language proficiency levels or evaluations determining or relating to a student's disability – will be provided solely by District.

1.7 Instruction. Each enrolled student will receive instruction in the courses identified on the student's course schedule with therapeutic support offered throughout the instructional day. Such instruction will utilize online instructional components, print-based and multimedia resources driven by a standards-based curriculum. Service Provider instructional staff will employ evidence based instructional practices to guide the instructional process and differentiate instruction based on student needs.

1.8 Evaluation. Each student's progress is monitored daily, weekly, monthly and quarterly by the teaching staff using a variety of qualitative and quantitative strategies. Instructional strategies, resources and academic and social skill intervention are adjusted as needed to ensure each student meets all requirements of enrollment and demonstrates proficiency in coursework to earn credit or to be recommended for promotion to the next grade level. Promotion recommendations, coursework completion and credits earned are documented and provided to District.

Section 2. Implementation.

2.1 Program Staffing. Service Provider will provide sufficient staff for the Program to maintain a safe and appropriate learning environment and to adhere to all applicable guidelines and mandates from the Georgia State Board of Education.

2.2 Other Staffing Responsibilities. Service Provider administrators will provide supervision and training of Service Provider's Program and classroom staff. All personnel hired or assigned by Service Provider shall be Service Provider employees for all purposes and not District employees for any purpose. Service Provider shall be solely responsible for (i) selecting and hiring its employees; (ii) paying all wages, health and retirement benefits, insurance, and all applicable employee and employer taxes; (iii) supervising, evaluating, promoting and disciplining its employees; and (iv) managing the employees' conduct, including the method by which the employees carry out their work.

If District believes that the performance or conduct of any person employed or retained by Service Provider to perform any services hereunder is unsatisfactory or is not in compliance with the provisions of this Agreement, District will notify Service Provider, identifying the conduct or performance in writing and providing all information and support necessary to substantiate and sustain any personnel action requested by District, if any. Service Provider will promptly address the performance or conduct of the reported person in accordance with Service Provider's disciplinary policies.

District acknowledges that Service Provider employs skilled professionals and highly trained instructional aides that are an integral part of Service Provider's operation and resources developed by Service Provider over a number of years. Therefore, and because of the cooperative nature of the partnership, both Parties agree that they will not solicit for employment the other Parties' employees during the term of the Agreement. However, nothing in this clause will prevent either party's staff from seeking alternative employment or responding to public advertisements for positions available during or after the term of the Agreement. In such a case, the Parties agree to encourage their staff to provide adequate notice to the other Party so that a replacement may be found.

Prior to any student contact, Service Provider will ensure that each of its employees or volunteers working on District grounds has undergone the same criminal background check required of District employees. Such background checks will be done by the District at the expense of the Service Provider or individual employee or volunteer. Additionally, Service Provider agrees that any individual charges against such persons may be deemed unacceptable in the District's discretion regardless of whether dismissed, expunged, sealed, removed from a record, treated as a "first offender" action or if the matter has not been prosecuted (nolle prosequi or dead docketed).

2.3 Administrative Support, Coordination and Communications. Additional support will be provided to the Program through Service Provider's divisional offices in the areas of curriculum, instruction, assessment, human resources and recruitment, clinical and behavioral services, operations and facilities, accounting, data and reporting, information technology, and licensure/credentialing process support for teachers.

2.4 Related Services. District will provide student transportation and other related services (including but not limited to, speech, occupational and physical therapy, school health and nurse services, counseling and social work services) as required by each student's IEP.

2.5 Emergency Procedures. Service Provider will be provided with a copy of each student's IEP and transcripts for office records upon referral or placement into the Program. Any student emergency medical information (i.e., a student with severe seizures, allergic reactions, etc.) will be copied and reviewed with Service Provider's administrative staff. Service Provider will be provided with emergency medical procedures for each student.

2.6 Medication. District will arrange and schedule a nurse for required medications to be administered during the school day as prescribed by the student's physician.

2.7 Program Operations. Service Provider will be responsible for the day-to-day operation, instructional program components, staff supervision, and program direction in accordance with company philosophy, policies, procedures, annual goals, and the provisions of this Agreement.

2.8 Program Evaluation. The Program's effectiveness is to be evaluated based upon criteria determined jointly by Service Provider and District. Service Provider will provide a process for collecting such data. Once compiled, Service Provider will report the results to District at an agreed upon timeline. Service Provider agrees that it will use and maintain such data in compliance with all applicable laws and regulations.

2.9 Student Progress. Service Provider agrees to provide attendance reports for all students enrolled in the Program. Communication about a student's progress will be on-going and formally given to both the parent and District for all students on a schedule to be agreed upon between Service Provider and District, as required by each student's IEP. In addition, quarterly report cards, semester and year-end transcripts are provided for students progressing toward grade level promotion, certificate of completion, or a high school diploma as required by District.

2.10 Data and Records. Service Provider staff has a legitimate educational interest in the students enrolled in their Program. Therefore, District may disclose necessary educational records of students enrolled in the Program without requiring parental consent. Service Provider agrees to maintain student records and data in compliance with all applicable laws and regulations, including all applicable state and federal privacy laws, such as the Family Educational Rights and Privacy Act ("FERPA").

2.11 Changes to Individual Education Plans. Service Provider reserves the option to request an IEP, behavioral modification and/or manifestation meeting whenever it is believed that the IEP requires a discussion or a change to meet the student's needs. These changes may include, but are not limited to, changes in services, modifications, or accommodations.

Section 3. Facilities and Materials.

3.1 Facilities. District shall, at no cost to Service Provider, provide classroom space, office and administrative space, and separate spaces for additional engagement and support consistent with the following requirements.

3.1.1 Physical Requirements. The space for classroom instruction will be large enough for four (4) classrooms, each able to accommodate up to fourteen (14) students per classroom, office space for Service Provider administrative supports, de-escalation space, an IEP meeting space, and office/therapy space for related service providers. The space provided by District will be in reasonable proximity to student/staff restrooms that are adequate to accommodate the number of students served. District will provide appropriate furniture in good repair, utilities, general repairs and maintenance, housekeeping/janitorial services, security/fire systems, telephone service, electricity, gas, water, internet service, waste removal, custodial supplies including tissues, cleaning supplies, paper towels, and access to a copier throughout the Term.

3.1.2 Technology/Internet Requirements. District will either allow Service Provider to install/maintain its own network and internet circuit at the site or District will provide one external IP address directly from its internet service provider for creation of a Service Provider network for

a VPN access into Service Provider's domain. Service Provider can either utilize existing District site network infrastructure or install its own wireless infrastructure. Service Provider will provide staff computers and/or devices.

3.1.3 Facility Access. District will provide keys and any necessary materials for the Service Provider staff to access the site. The site provided will be solely used by Service Provider and the students in the Program and will not be accessible to any other students and/or personnel outside Service Provider except for security and maintenance personnel and District administrators during normal business hours. District will provide access to a field and playgrounds. District will provide parking for Service Provider employees.

3.1.4 Food Service. Service Provider will have access to a cafeteria or similar space where District may serve District-provided pre-prepared hot or cold breakfast and/or lunch to the students. Service Provider will assist with distribution but not prepare nor provide food services to the students.

3.2 Program Materials and Oversight. Service Provider will provide all core curriculum and intervention curriculum materials needed to implement the educational programs for assigned students.

3.3 District Technology. If District has a 1:1 device program, Service Provider will collaborate with District in the distribution and collection of the devices. Further, District will then be responsible for all purchases, support, repairs, and maintenance of these devices.

3.5 Assistive/Adaptive Technology. Unless otherwise agreed to in writing, District will be responsible for the provision of all appropriate assistive/adaptive technology, supplies and equipment for students, as specified in the student's IEP.

3.4 Office Accessibility. Service Provider staff will require, at no cost to Service Provider, access to a copy machine for Program use and access to a phone system in Service Provider operated classrooms and offices for parent/care provider and student issues.

3.5 Transportation. District or its authorized agent will provide transportation to and from the Program in accordance with the student's IEP.

Section 4. Contract Terms.

4.1 Term. The initial term of this Agreement shall be for the 2024-2025 school year. District shall have two (2) one-year options to renew to be exercised by providing notice to Service Provider of such intention prior to March 30th of the then current term year, at the District's sole discretion. The period of time during which Service Provider is providing the Program to District under this Agreement is referred to herein as the "**Term.**"

In accordance with applicable law to include O.C.G.A. § 20-2-506 et. seq., this Agreement shall be deemed to terminate at the end of the calendar year in which it was executed (December 31st) but, at the option of the District, shall be deemed to automatically renew for the duration of the then current Term until the End Date under the same terms of this Agreement, unless terminated earlier by the Parties in accordance with this Agreement.

4.2 Costs.

4.2.1 Billing Based on Slots Purchased. District hereby agrees to purchase forty-five (45) slots herein defined as the maximum number of concurrently enrolled students in the Program on any day of the Term. In addition, students in the Program may be changed from time to time and more than one student may fill a slot during the course of the school year. It is in District's interest to keep each purchased slot filled at all times as fees are based upon the number of slots purchased regardless of slot utilization.

4.2.2 District's maximum not to exceed amount will be as follows subject to final approval by the Board of Education of DeKalb County:

2024- 2025:	\$622,530 (\$13,834 per slot for 45 slots)
2025- 2026 (if renewed):	\$650,565 (\$14,457 per slot for 45 slots)
2026- 2027 (if renewed):	\$679,860 (\$15,108 per slot for 45 slots)

4.3 Invoicing. For each school year District will be invoiced the above-referenced amount in four (4) equal amounts in August, October, January and March. Payment is due within thirty days from the date of the invoice. Payment to Service Provider will be made via Automated Clearing House (ACH).

4.4 Additional Students. If additional students are referred pursuant to the Program, which shall be done only upon mutual agreement of the Parties, the additional cost will be in accordance with the schedule below at the monthly rate or per day for partial months of entry/exit, whichever is less. Fees for additional students will be invoiced by Service Provider monthly and payment will be due upon receipt of the invoice.

2024- 2025:	\$1,750 per student per month or \$120 per day,
2025- 2026:	\$1,850 per student per month or \$125 per day, and
2026- 2027:	\$1,900 per student per month or \$130 per day.

4.5 Slot Usage. District will be provided with data on a regular basis to support the effort to keep the Program filled at all times. District can refer a new student whenever an opening(s) occurs during the academic year.

Section 5. Dispute Resolution.

5.1 Good Faith Conference. The Parties agree that, in the event of a dispute, each Party will meet in person with the other Party in a good faith effort to resolve the dispute prior to mediation. The good faith conference will be held in District and will involve individuals with authority to consider and agree on proposals to resolve the dispute, even if ultimate approval may be needed by District. The Parties' goal is to avoid the additional conflict resolutions methods detailed below by meeting in person in advance and attempting to resolve any issues between the Parties themselves.

5.2 Mediation. If a dispute is not resolved by a good faith conference, one Party may request the other Party to participate in mediation of the dispute through a mutually agreed upon mediator.

5.3 Continued Performance.

5.3.1 General. Each Party agrees that it will, unless otherwise directed by the other Party, continue performing its obligations under this Agreement while any dispute is being resolved; provided, that this provision will not operate or be construed as extending the Term or prohibiting or delaying a Party's exercise of any right it may have to terminate this Agreement as expressly provided herein.

5.3.2 Non-Interruption of Service. The Parties acknowledge and agree that any interruption to the services provided under this Agreement will cause irreparable harm and would adversely impact the ability of the Parties to carry out the mission of this Agreement, in which case an adequate

remedy at law would not be available. Service Provider expressly acknowledges and agrees that, pending resolution of any dispute, it will not deny, withdraw, or restrict services under this Agreement, and District expressly acknowledges and agrees that, pending resolution of any dispute, District will not withhold payment due under this Agreement.

Section 6. Miscellaneous.

6.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Georgia, without regard to its conflict of law principles.

6.2 Non-Discrimination. Service Provider agrees to comply with District's non-discrimination policies and with all applicable federal and state laws prohibiting discrimination in educational programs.

6.3 Mandatory Reporting. Service Provider agrees to comply with all state and federal laws governing the mandatory reporting of child abuse.

6.4 Confidentiality.

6.4.1 This Agreement applies to all Confidential Information whether disclosed prior to or after the date of this Agreement. The term "Disclosing Party" shall mean – as context requires – the Party that has provided its Confidential Information to the other Party and "Recipient" shall mean the Party that has received Confidential Information from the other Party.

6.4.2 For the purposes of this Agreement, the term "Confidential Information" shall mean without limitation, ideas, concepts, plans, designs, marketing techniques, sales techniques, forecasts, products, technology, methods, procedures, pricing, costs, cost reports, customer prospects, designs, computer systems, passwords, computer software, procedures, methods, formulae, financial statements, assets, liabilities, revenues, business methods, marketing information, marketing methods, acquisition plans, contract terms, contract negotiations, compensation information, structures and plans, employee responsibilities and duties, copyright, trademark and patent applications, all business and technical information, data, know-how, costs, projections, samples, revenue projections, business plans, clinical protocols, formulae or other information which are owned or are in the possession of one or more of the Parties to this Agreement, disclosed by one or more of the Parties to the other, directly or indirectly, in writing or orally. Confidential Information does not include information that: (a) is or subsequently becomes part of the public domain through no fault or action of the Recipient (defined below); (b) is received from a third party under no obligation of confidentiality to the Disclosing Party and who has a lawful right to disclose the information; (c) was known by the Recipient prior to the time of first disclosure by the Disclosing Party, as demonstrated by written documentation; or (d) is independently developed by the Recipient without the aid, application or use of the Confidential Information, as demonstrated by written documentation.

6.4.3 Each Party agrees not to use the Confidential Information received for any purpose other than in connection with the services provided herein. The Recipient agrees to limit disclosure of the Confidential Information to its employees, officers, directors, affiliates and consultants with a bona fide need to know, and only to the extent necessary in connection with the services. All individuals receiving access to the Confidential Information must previously have entered into a confidentiality agreement with the Recipient or otherwise be bound under terms at least as restrictive as those contained herein.

6.4.4 Recipient shall hold the Disclosing Party's Confidential Information in strict confidence and agrees to take all reasonable efforts to prevent disclosure of any Confidential Information to persons outside of its own organization and/or unauthorized use for a period of five (5) years or, in the event that the Confidential Information also constitutes a trade secret, then as long as it remains a trade secret under applicable law.

6.4.5 Any materials or documents of one Party that are furnished to the other Party will be promptly returned to the Disclosing Party, accompanied by all copies of the documentation made by the Recipient, at the Disclosing Party's request, except that one copy of any written information may be retained by the Receiving Party in legal archives.

6.4.6 This Agreement is binding upon and for the benefit of the Parties, and any right to use, view or hold the Confidential Information granted to the Recipient may not be assigned. This Agreement shall not be construed to grant any license or other rights except as specified herein. Each Disclosing Party warrants that it believes that (a) it is the owner or licensee of its Confidential Information or otherwise has the right to disclose the Confidential Information in its possession and (b) it has the right to enter into the Agreement without any breach of its obligations to others. Each Disclosing Party makes no other warranty relating to the Confidential Information and the use to be made thereof by the Recipient and disclaims all implied warranties.

6.4.7 The Parties agree that the disclosure of Confidential Information by Recipient without the Disclosing Party's written permission may cause the Disclosing Party irreparable harm and that any breach of this Agreement may entitle a Party to injunctive relief, in addition to any other legal remedies available to it, in any court of competent jurisdiction.

6.4.8 In the event that any Confidential Information is requested from a Recipient by legal process, such as a subpoena or a request for production, is required to be disclosed by law, or pursuant to the direction of a court or government agency ("Request"), the Recipient must provide the Disclosing Party with prior written notice of the Request within two (2) business days and shall not disclose the Confidential Information absent consent of the Disclosing Party unless required by law. The Recipient and the Disclosing Party agree to take all reasonable efforts, collectively and independently, to limit disclosure of the Confidential Information in accordance with the law. Above notification requirements notwithstanding, Service Provider understands and agrees that the District must comply with the Georgia Open Records Act O.C.G.A. § 50-18-70 (the "Act") and release public documents as defined by the Act upon request, including this Agreement and all records prepared and maintained in relation to this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, at all times, the Parties shall hold each other and their respective agents, servants, officers, directors, administrators and employees, harmless from and against any and all loss, damage, injury, cost or expense, and from and against any claim, demand, liability, lawsuit, judgment, action or other proceeding arising, to arise from, or in connection with, the acts, failure to act, or willful misconduct of their respective agents, servants, officers, directors, administrators and employees in carrying out the assigned duties under this Agreement. The hold harmless protections will not apply where the damages and/or injuries result from documented instances of gross negligence of the Party under whose direction the assigned duties were performed.

6.6 Liability. As permitted in accordance with applicable state and federal law, and with respect to any claim or action arising out of the activities described or performed under this Agreement, the Parties mutually agree that each will remain responsible for any and all liabilities, claims, damages, charges and expenses (collectively referred to as "liability") incurred by reason of the negligence or willful misconduct

of its employees, governing board members, students, faculty, agents or assigns arising from the activities under this Agreement; and that neither Party shall by this Agreement transfer such liability to the other.

6.7 Termination as a Remedy. If either Party is in breach of its obligations under this Agreement, including non-payment, the non-breaching Party may terminate this Agreement if the alleged breach is not cured within sixty (60) days after the non-breaching Party provides written notice to the breaching Party.

6.8 Termination for Non-Appropriation: In accordance with applicable law to include O.C.G.A. § 20-2-506 et. seq., the Parties further agree that this Agreement may be terminated immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the District under the Agreement. The District shall employ all steps reasonably necessary to seek future appropriations for the Services, and the District may not exercise its right to terminate for non-appropriation simply to substitute the Services with those of an alternative provider. The District may not rely on non-appropriation to avoid payment for Services rendered.

6.9 Insurance Requirements. Service Provider and all subcontractors and consultants, shall maintain insurance in the types and coverage amounts shown below, which insurance shall provide coverage for Service Provider during the term of this Agreement. On the date Service Provider signs this Agreement, Service Provider shall provide the District with (i) an endorsement from the insurer naming the DeKalb County School District and the DeKalb County Board of Education as an additional insured under the liability policies and (ii) certificate(s) verifying that these insurance coverages and limits are in force. Additional certificates of insurance shall be provided whenever individual policies are renewed (or replaced) on their anniversary date and at such other times as the District requests.

The insurance requirements of this Agreement are:

Comprehensive General Liability Including Contractual Liability, Professional Liability for errors and omissions, Bodily Injury, Property Damage, And Worker's Compensation.	\$2,000,000 annual aggregate \$1,000,000 per occurrence
Comprehensive Auto Liability Bodily Injury and Property Damage Covering Owned, Hired and Non-Owned Autos	\$1,000,000 Combined Single Limit each accident
Umbrella Liability/Excess Liability	\$2,000,000 occurrence \$2,000,000 aggregate
Workers Compensation and Employer's Liability	Statutory Coverage A \$1,000,000 per accident

Service Provider waives all rights, including rights of subrogation, against the DeKalb County Board of Education, the District and their respective members, officers, employees, agents, insurers,

subcontractors, consultants and employees for damages covered by any type of insurance during and after the completion of the Services. The limits of the coverage as agreed upon by the Parties shall not be construed as a limit on Service Provider's potential liability to the District.

6.10 Notices. All notices, consents and other communications under this Agreement shall be given in writing and will be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses (or to another address as hereafter may be designated in writing by one Party to the other Party):

If to District: Dekalb County School District
1701 Mountain Industrial Blvd
Stone Mountain, GA 30083
Attn: Stacy Stepney
Phone: (678) 410-0879
Email: stacy_e_stepney@dekalbschoolsga.org

If to Service Provider: Ombudsman Educational Services, Ltd.
Attn: Raj Kaushal, COO
5201 Virginia Way, Suite 100
Brentwood, TN 37027
Email: rkaushal@chancelight.com

6.11 Collaboration/Cooperation in Legal or Other Actions. The Parties agree that they shall collaborate and cooperate with each other in any legal action or proceeding that is related to, arises out of, or is in connection with this Agreement, and in which action or proceeding the Parties are not named as adverse parties.

6.12 Necessary Acts. The Parties agree to perform any further acts to execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

6.13 No Agency, Authority or Supervision. Nothing in the Agreement shall be construed to provide any Party agency, authority or supervision over the administration and/or operation of another Party, other than to the express extent provided in this Agreement.

6.14 Inurement of Benefits/No Third Party Beneficiaries. All covenants and agreements contained in this Agreement by or on behalf of any of the Parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties hereto whether so expressed or not. This Agreement does not create, invest, or provide, and is not intended to create, invest or provide, any rights or remedies to any non-parties to this Agreement.

6.15 Severability. In case any provision of the Agreement is adjudged invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the Parties, and if modification is not possible, the provision shall be severed from this Agreement, and in either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.16 Separate Execution. This Agreement may be executed in separate counterparts (including by means of computer or telephonic facsimile), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

6.17 Construction. Ambiguities or uncertainties in the wording of this Agreement will not be construed for or against any Party.

6.18 Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of District and Service Provider.

6.19 Entire Agreement. This Agreement constitutes the entire understanding between Service Provider and District, and supersedes all other agreements, whether written or oral, with respect to the subject matter hereof.

IN WITNESS WHEREOF, this Agreement sets forth the business relationship between Service Provider and District and is properly executed where indicated below by a representative with authority to bind each Party.

Dekalb County School District

Ombudsman Educational Services, Ltd.

Authorization: _____

Authorization: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____