DocuSign Envelope ID: 0280266D-3B4F-4300-B25F-FC07D111CC3C

OK AS TO FORM
A.M.H. 6.9.2022

AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS AMENDMENT TO CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Amendment") is entered by and between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools (hereinafter "JCPS") with its principal place of business located at 3332 Newburg Road, Louisville, Kentucky 40218, and PresenceLearning, Inc. with its principal place of business located at 530 Seventh Avenue, Suite M, New York, NY 10018 (hereinafter "Contractor").

WHEREAS, The Parties have entered into a Contract for the Procurement of Professional Services between JCPS and Contractor effective September 1, 2021 (the "Contract"); and

WHEREAS, the Parties wish to extend the services to be provided without altering the cost;

THEREFORE, the Parties wish to amend the Contract to extend the period of performance and to incorporate an additional Addendum;

This Amendment hereby amends The PresenceLearning Addendum attached to the Contract (the "Original Addendum") to remove the Original Addendum and replace it with the PresenceLearning Addendum, attached hereto and incorporated herein (the "Updated Addendum"). In the event of a conflict between the terms of the Contract and the terms of the Updated Addendum, the terms of the Contract shall prevail.

This Amendment hereby amends Article IV Term of the Contract to remove June 30, 2022 and replace it with June 30, 2023.

All other provisions of the Contract shall remain unchanged. This Amendment is the entire agreement of the parties regarding modifications of the Contract provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the parties. The Contract is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the terms of the Contract and this Amendment, the provisions of this Amendment shall control.

This Amendment may be executed via electronic signature in one of more counterparts, each of which will be deemed an original, but all such electronic signatures and counterparts will together constitute but one and the same instrument.

DocuSign Envelope ID: 0280266D-3B4F-4300-B25F-FC07D111CC3C

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of June 28, 2022.

Jefferson County Public Schools:

By: _____
Dr. Martin A. Pollio
Superintendent

Date:

_____

PresenceLearning, Inc.

By: 2022-06-10

Summer Allison
Vice President of Sales

DocuSigned by:
Date: Summer Allison
6374AC9F99C5419...

PresenceLearning

Addendum

This Addendum ("Addendum") is entered into between PresenceLearning, Inc., ("Contractor" or "PresenceLearning") and JEFFERSON COUNTY BOARD OF EDUCATION ("Board" or "Customer") and incorporated into the Jefferson County Public Schools Contract for the Procurement of Professional Services ("Agreement") to which it is attached. Contractor and the Board may individually refer to as "Party" and collectively referred to as the "Parties".

1. **CLINICAL SERVICES.** The services and fees are provided in the Contractor's Service Order ("Service Order") attached and incorporated into the Agreement as Exhibit 1. The Service Order will list the clinical discipline of the services the Board has purchased, referenced by discipline type, which services may be purchased on an hourly or annual basis (other fees may apply), and include direct clinical therapy, indirect clinical services, IEP development, attendance to meetings (collectively, "Services").

2. **PLATFORM.**

2.1 Access and Use. The Services are provided and delivered through Contractor's proprietary cloud-based platform (together with any components, software, or related documentation, the "Platform"). The Platform enables engagement between the Board's students and support staff (collectively, "Authorized Users") and Contractor's clinical providers ("Clinicians"). During the Service Order Term, Contractor grants the Board and its Users a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

2.2 Unauthorized Use. The Board may not disclose to or provide access, allow to use, or display the Platform to any third-party, without express written permission from Contractor. The Board will not, nor permit or encourage its Users or any third-party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform; (ii) modify, translate, or create derivative works based on the Platform; (iii) use Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Platform. For the avoidance of doubt, all aspects of Platform are the Confidential Information of PresenceLearning.

2.3 Ownership. Contractor will have and retain sole and exclusive ownership of, and all right, title and interest in the Platform.

2.4 Platform Specifications. The Platform is a cloud application. To access the Platform, a user must have a computer with a dual core processor and 2 GB RAM that can support a headset and microphone and a broadband internet connection with a minimum of 500 kbps (or higher) with upload and download speeds of 1mbps (or higher). Contractor will provide technical support on weekdays between the hours of 8:00AM and 8:00PM (Eastern time). The Board may purchase required equipment from Contractor pursuant to the terms and conditions set forth on the Equipment Schedule. Additional information regarding Platform specifications can be found at: https://www.presencelearning.com/tc/eq-spec/.

2.5 Platform Restrictions.

2.5.1 The Board shall not for itself or through a third party (and shall ensure that its authorized users and students do not): (i) translate, reverse engineer, decompile, or disassemble the Platform, or by any other method attempt to derive source code to the Platform; (ii) sublicense, rent, lease, loan, assign, transfer, share, or resell the Platform; (iii) make the Platform available to third parties; (iv) create derivative works based on the Platform, or use the Platform for any purpose other than as provided for in The Agreement(including, without limitation, altering any notices of intellectual property or other proprietary rights); or (v) make copies of documentation contained within the Platform.

2.5.2 If the Board breaches the terms of The Agreement or if the Board or any of its authorized users or students misuse the Platform or violate any laws with respect to the Platform, Contractor may terminate or suspend the Board's and its authorized users' and students' access to the Platform and

remove any material it deems offensive or in violation of this Section 2.5.2. Neither the Board, its authorized users, or customers may:

2.5.2.1 Circumvent any access or use restrictions put into place to prevent certain uses of the Platform or areas of the Platform or attempt to disable, impair, or destroy the Platform by, among other things, uploading, transmitting, storing, or making available any materials that contain any viruses, malicious code, malware, or any components;

2.5.2.2 Take photos or screenshots of the Platform and/or post on social media or engage in any other behavior that violates the confidentiality of Platform.

3. **FEE AND PAYMENT TERMS.** BOARD shall pay all Fees specified in the applicable Service Order for Services. Fees are due and payable net thirty (30) days from date of invoice. Fees for Services include the use of Platform for the Board's student users and staff (collectively, "Authorized Users").

3.1 Hourly Service Fee. If applicable, the Service Order may specify an Hourly Service Fee for a particular discipline (SLP, OT, BMH), which is based on a per hour, per Clinician pricing.

3.2 Annual Service Fee. If applicable, the Service Order may specify an Annual Service Fee for a particular discipline (SLP, OT, BMH), which is based on the student group size and therapy hours (the assumptions will be listed in the Service Order). If the Board makes any changes to the student group size or therapy hours, Contractor may make a pricing adjustment to the Annual Service Fee.

3.3 Student Administrative Fee. If applicable, the Service Order may specify a Student Administrative Fee that will be billed in the first invoice of the Service Order Term (as such term is defined in the Service Order) and any Renewal Term on a per student, per service basis. At any time during the Service Order Term, if students are added to receive a Service, the Board will be billed a Student Administrative Fee for those students during the month the services start.

3.4 Service Coordination Fee. If applicable, the monthly invoice for Services may include a Service Coordination Fee, which will be billed per hour, and will include parent outreach, case management, and other services not included in Services.

3.5 Monthly Commitment. If applicable, the Board will be responsible for a minimum dollar payment each month during the Service Order Term regardless of caseloads or absences ("Monthly Commitment"). A Monthly Commitment will not be charged for (i) the month in which Services begin, or (ii) the last month of Services. If the Board's fees are less than the Monthly Commitment, the Board will be billed the difference on a quarterly basis. For the month(s) exempt from a Monthly Commitment, the Board shall pay the total Fees incurred for the month.

3.6 Unplanned Student Absence Fee. If the Board cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an "Unplanned Student Absence"), the Board agrees to pay Contractor (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be $20.00 for an SLP assessment, $20.00 for an OT assessment, or $30.00 for a BMH assessment. If the Board has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.

3.7 Contracted Students. If applicable, the Service Order may specify the number of students for whom the Board has purchased Services.

4. CLINICIAN CONVERSION; CONVERSION FEE.

4.1 Clinician Conversion. During the Term of this Agreement, the Board may not, directly or indirectly, solicit, induce, hire, or attempt to induce or hire any PresenceLearning's clinician except in accordance with the terms set forth in this Section 4.

4.2 Conversion Fee. the Board shall notify Contractor of its intent to offer employment to any clinician not less than ten (10) calendar days prior to offering such employment (any clinician that accepts such offer of

employment, a "Converted Clinician"). Upon the date a Converted Clinician commences employment with the Board (the "Conversion Effective Date"): (i), upon the Board's agreement to the terms set forth in the Platform License Schedule, the Board shall be granted one Teletherapy Essentials subscription to provide the Converted Clinician with the technology, training, technical support, and clinical resources to utilize the Platform as a remote employee of the Board through the expiration of the Service Order (the subscription may be extended for additional periods for an additional fee) and for the remainder of the term of the Service Order the Converted Clinician shall have access to, or continue to have access to, as the case may be, the assessments applicable to the Converted Clinician's discipline, and (ii) the Board shall pay PresenceLearning the applicable fee set forth below (such fee, the "Conversion Fee"):

Calculation of Conversion Fee

Conversion Effective Date:	Conversion Fee:
July 1st – September 30th	$20,000.00
October 1st – December 31st	$15,000.00
January 1st – March 31st	$10,000.00
April 1st – June 30th	$5,000.00

5. PARTIES' PROPRIETARY RIGHTS; USE OF CUSTOMER INTELLECTUAL PROPERTY; CONTENT RESTRICTIONS; REMOVAL OF CONTENT; OTHER RIGHTS.

5.1 Parties' Proprietary Rights. Contractor owns all right, title, and interest in and to the Platform and retains all rights and title to all proprietary content in the Platform, including therapy playlists and related documents and content, and retains all right, title and interest to any work product or other intellectual property developed and/or created by, or on behalf of, Contractor (collectively, "PresenceLearning Intellectual Property"). the Board owns all right, title, and interest in and to any of the Board's proprietary content (collectively, "Customer Intellectual Property").

5.2 Use of the Board Intellectual Property. During the Term, the Board grants to Contractor, solely in connection with Contractor's performance of its obligations hereunder, a non-exclusive, royalty-free license to modify, display, combine, copy, store, transmit, and otherwise use the Board's Intellectual Property that is uploaded to the Platform.

6. CLINICIANS.

6.1 Credentials and Clearances. For each Clinician assigned to the Board, Contractor has collected and verified clinicians' credentials in accordance with the state law of the Board's state, including state clinician license. If the Board requires additional certifications, such as the Board of Education certifications, then the Board must inform Contractor and provide all necessary information or instructions with respect to such additional certifications to Contractor in a timely manner.

6.2 Background Checks. Contractor conducts yearly background checks, which include criminal background checks and United States Registered Sex Offender registry checks, on all its Clinicians. If the Board requires additional clearances such as FBI Fingerprinting, then the Board will provide all necessary information or instructions to Contractor in a timely manner.

7. INCLUDED HARDWARE. In connection with the provision of the Services, the Board may, at the Board's option, be provided with the following hardware at no additional cost (the Board may purchase additional equipment from time to time pursuant to the terms set forth in the Equipment Schedule attached to the Agreement):

- Webcam: 1 for every 40 students
- Headset: 1 for every 10 students
- Headset USB: 1 for every 10 students
- Splitter: 1 for every 10 students.

DocuSign Envelope ID: 0280266D-3B4F-4300-B25F-FC07D111CC3C

8. **CONFIDENTIALITY.**

8.1 Confidential Information. All information disclosed by one Party (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party") during the Term that is either identified in writing at the time of disclosure as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, whether in oral, written, graphic or electronic form, shall be deemed to be "Confidential Information."

8.2 Exceptions. Information will not be considered Confidential Information if the information is or was: (i) publicly available through no act or omission of the Receiving Party; (ii) in the Receiving Party's lawful possession prior to disclosure by the Disclosing Party and not obtained either directly or indirectly from the Disclosing Party; (iii) lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or (iv) independently developed by the Receiving Party without use of or access to the Disclosing Party's Confidential Information.

8.3 Nondisclosure. The Parties agree, that during the Term and for a period of one year thereafter (or, as applicable, with respect to Confidential Information that is a trade secret, indefinitely) after its termination, to hold each other's Confidential Information in confidence and not to disclose such information in any form to any third party without the express written consent of the disclosing party, except to employees, subcontractors, or agents (collectively, "Representatives") who are under a written non-disclosure agreement protecting the applicable Confidential Information in a manner no less restrictive than this Agreement. Each Party shall remain responsible for any breaches of this Section 8.3 by any of such Parties' Representatives.

9. **NOTICES.** All notices relating to the Agreement must be in writing, sent by postage prepaid first-class mail, courier service, or via email: To PresenceLearning, Inc., 530 Seventh Ave, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com. To Customer: Notices will be sent to the address provided in the Agreement.

10. **INDEPENDENT CONTRACTORS.** The Parties are and shall remain independent contractors and nothing in The Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the Parties. Neither Party shall be deemed to be an employee or legal representative of the other nor shall either Party have any right or authority to create any obligation on behalf of the other Party.

11. **ENTIRE AGREEMENT.** The Agreement and Addendum, including any exhibits and schedules, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes all other prior agreements and understandings, both written and oral, between the Parties.

12. **COUNTERPARTS; ELECTRONIC SIGNATURES.** The Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A facsimile, PDF, or other electronic signature of The Agreement shall be valid and have the same force and effect as a manually signed original.

Agreed to:	Agreed to:
PresenceLearning, Inc.	
By: Summer Allison 2022-06-10 8374AC2F99C419 Authorized by Signature Date	By: _____ Authorized by Signature. Date
Print Name: Summer Allison	Print Name: _____

EQUIPMENT SCHEDULE

This Equipment Schedule (the "Schedule") is incorporated and made part of the Jefferson County School Public Schools Contract for the Procurement of Professional Services (the "Agreement") between PresenceLearning and Customer and lists the terms and conditions upon which Customer may purchase hardware, test kits, and materials (collectively "Equipment") from PresenceLearning. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. **Hardware Available for Purchase.** Customer may, at Customer's option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	$49.00
ANDREA Over Ear USB headset	$29.00
ANDREA 455 Stereo headset	$25.00
ANDREA Y-100B Splitter	$5.00
ANDREA USB Sound Card Adapter	$14.00
Document Camera	$85.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided in Section 8 hereof.

2. **WISC-V Kits.**

2.1 Purchase of WISC-V Kits. If Customer may access WISC-V assessments, Customer may purchase WISC-V test kits (each, a "Kit") from PresenceLearning. Kits are not included in the price of the assessments. Each Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V assessments. Prices of the Kits will be reflected in the Service Order entered into at the time the Kits are to be purchased.

WISC-V	Price per unit
WISC-V Stimulus Book	$11.00
WISC-V Blocks	$46.00

2.2 Tracking and Return of Kits. Customer understands and acknowledges that the Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Kit from each student that received one. After a Kit has been used by a student, Customer must arrange for the return of the Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to PresenceLearning that the Kits are in Customer's possession (in a mutually agreed upon manner). At no time will a Kit remain in the possession of a Customer's student once it has been used.

3. **Delivery and Delivery Address; Title; Risk of Loss.**

3.1 Delivery and Delivery Address. PresenceLearning will ship Equipment to the addresses provided by Customer. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that will be delivered to the correct address. If Equipment is misdelivered due to PresenceLearning's error, PresenceLearning will promptly ship replacement Equipment to the correct address at no cost to Customer.

3.2 FOB. PresenceLearning shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

3.3 Delivery Dates. All delivery dates are approximate. PresenceLearning shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

3.4 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by Customer.

4. **Inspection of Goods.** Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify PresenceLearning of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to PresenceLearning in accordance with accepted trade practices.

5. **Fees; Payment.** Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.

6. **Disclaimer of Warranty.** PresenceLearning is not the manufacturer of the Equipment and the Equipment is being sold "as is," and PresenceLearning disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.

7. **Delay or Failure to Perform.** PresenceLearning will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of PresenceLearning's control. PresenceLearning shall notify Customer immediately upon realization that it will not be able to deliver the Equipment as promised.

8. **Suggested Hardware Specification.** The following is a list of suggested hardware and specifications for use in clinical services.

Hardware Type	Requirements	Suggested Brand	Suggested Model
Webcam with tripod	• Attachable tripod • Video resolution 1920X1080 • Auto focus • Field of View = 65°	N/A	N/A
Headset	• Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio	ANDREA	EDU-455 STEREO HEADSET
Headset USB	• Noise-canceling microphone • 40mm stereo speakers with deep bass sound deliver crystal clear audio	ANDREA	OVER EAR USB NC-455VM
Splitter	• Splitter cable allows you to connect 2 headphones simultaneously to your computer so parents and providers can monitor and listen to what the student is hearing	ANDREA	Y-100B
Sound card	• External USB headset adapter with CD quality digital sample rates • Bypasses a computer's sound system, creating superior low-noise audio	ANDREA	EDU-USB PL-CS-PRESENCE
Document camera	• Capture images of A4 and US letter pages • Built-in LED lights	HUE	HD Pro Camera

DocuSign Envelope ID: 0280266D-3B4F-4300-B25F-FC07D111CC3C

Service Order #1

This Service Order Form ("Service Order") is hereby attached and made part the Jefferson County Public Schools Contract for Procurement of Professional Services between PresenceLearning and Jefferson County Board of Education (the "Agreement"). Capitalized terms not defined in this Service Order shall have the meaning set forth in the Agreement. To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern.

1. Service Order Term: August 1, 2021 to June 30, 2022.

2. FTE Unit. 1.0 FTE Unit is defined as 7.0 hours per school day (35 hours per school week) for 175 instructional days and a caseload not to exceed 50 students.

3. Fee. The Fee for an FTE Unit will be $71 per hour, for a total of $497 per school day (the "Daily FTE Fee"). Customer will be charged the Daily FTE Fee for any provider that has been sourced and assigned to Customer and that is available to provide Services, regardless of whether Customer has provided PresenceLearning with a referral that identities the student to whom Services are to be provided (each, a "Student Referrals"). Further, the Daily FTE Fee shall be due and payable irrespective of the number of Student Referrals or student absences.

4. Services. PresenceLearning agrees to provide Customer with the FTE Unit(s) as specified below (collectively, "Services"). Each FTE Unit will include direct therapy, SLP assessments, up to eighty-five (85) psychoeducational assessments (if applicable), case management, supervision, consultations, IEP meeting preparation and attendance, collaboration with staff and parents, therapy preparation, daily documentation, scheduling and other related tasks.

Service Type	FTE Units	Hours per day	# school days	Hourly Rate	Subtotal
SLP	2.8 FTE	7.0	175	$71	$243,530
OT	0.2 FTE	7.0	175	$71	$17,395
BMH	0.2 FTE	7.0	175	$71	$17,395
Minimum Total Fee					**$278,320**

Approved and Agreed:

PresenceLearning, Inc.	Customer
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

DocuSign Envelope ID: 0280266D-3B4F-4300-B25F-FC07D111CC3C

PresenceLearning

Service Order

Customer Name and Contact Information
Name: Jefferson County Public Schools - KY
Address: 3332 Newburg Rd Louisville, KY

Customer Primary Point of Contact
Name: Kim Chevalier
Email Address: kimberly.chevalier@jefferson.kyschools.us

Customer Secondary Point of Contact
Name: Rashawna Mullaney
Email Address: rashawna.mullaney@jefferson.kyschools.us

PresenceLearning Contact Information
Name: Krystal Weber
Email Address: krystal.weber@presencelearning.com

Service Order #2

1. Services

Service	Student Quantity/Groups	Price per Service
Hourly SLP Services	0	$71.00
Hourly SLP Supervision	0	$86.00
Hourly OT Services	0	$71.00
Hourly OT Supervision	0	$86.00
Hourly BMH Services	0	$71.00
Hourly SLP Services - Short-term Leave	0	$93.00
Hourly SLP Services - Bilingual	0	$86.00
Hourly BMH Services - Bilingual	0	$86.00
Hourly BMH Services - Short-term Leave	0	$93.00
Hourly OT Services - Short-term Leave	0	$93.00
Hourly OT Services - Bilingual	0	$86.00
Annual Student Administrative Fee	0	$100.00

2. SLP Assessments

Service	Student Quantity/Groups	Price per Service
Screening by SLP	0	$64.00
Bilingual Screening by SLP	0	$115.00
Evaluation Coordination and Reporting by SLP	0	$257.00
Evaluation Coordination and Reporting by Bilingual SLP	0	$257.00
Review of Records by SLP	0	$114.00
Additional Assessment Component by SLP	0	$33.00
Articulation Standard Assessment	0	$69.00
Auditory Processing Select Index	0	$85.00
Classroom Observation by SLP	0	$47.00
Early Childhood Language Assessment	0	$103.00
Fluency Standard Assessment	0	$114.00
Language Select Index	0	$31.00
Language Standard Assessment	0	$149.00
Pragmatic Language Standard Assessment	0	$91.00
Phonological Process Analysis Select Index	0	$26.00
Phonological Processing Assessment	0	$77.00
Supplemental Language Screener	0	$26.00

Service	Student Quantity/Groups	Price per Service
Spanish Language Standard Assessment	0	$143.00
Spanish Language Select Index	0	$47.00
Spanish Auditory Processing Select Index	0	$85.00
Additional Bilingual Assessment Component	0	$47.00
Spanish Articulation Measures	0	$47.00
Spanish Articulation Standard Assessment	0	$57.00
Augmentative Alternative Communication Assessment	0	$114.00
Additional Language Subtest	0	$33.00
Home Coordination by SLP	0	$114.00
Language Difference vs. Disorder Analysis	0	$86.00
Pre-referral Meeting by SLP	0	$114.00
Bilingual Services by SLP	0	$114.00

3. OT Assessments

Service	Student Quantity/Groups	Price per Service
Screening by OT	0	$64.00
Evaluation Coordination and Reporting by OT	0	$257.00
Review of Records by OT	0	$114.00
Classroom Observation by OT	0	$47.00
Standard School-Related-ADL Assessment	0	$74.00
Standard Sensory Processing Assessment	0	$74.00
Standard Motor Skills Assessment	0	$86.00
Standard Visual Perception Assessment	0	$74.00
Standard Preschool Assessment	0	$114.00
Additional Assessment Component by OT	0	$33.00
Home Coordination by OT	0	$114.00
Informal Fine Motor Assessment	0	$47.00
Pre-referral Meeting by OT	0	$114.00

4. BMH Assessments

Service	Student Quantity/Groups	Price per Service
Screening by MHP	0	$125.00
Evaluation Coordination and Reporting by MHP	0	$290.00
Review of Records by MHP	0	$225.00
Rating Scale Assessment	0	$130.00
Classroom Observation by MHP	0	$111.00
Additional Assessment by MHP	0	$225.00
Additional Requested Meetings	0	$56.00

Service	Student Quantity/Groups	Price per Service
Bilingual Services by MHP	0	$111.00
Home Coordination by MHP	0	$111.00
Pre-referral Meeting by MHP	0	$111.00
Additional Requested Paperwork	0	$56.00

5. Psychoeducational Assessments

Service	Student Quantity/Groups	Price per Service
Evaluation Coordination and Reporting by MHP	0	$290.00
Review of Records by MHP	0	$225.00
Cognitive Select Index	0	$111.00
Processing Select Index	0	$111.00
Achievement Select Index	0	$111.00
Rating Scale Assessment	0	$130.00
Classroom Observation by MHP	0	$111.00
Achievement Standard Battery	0	$225.00
Long Cognitive Battery	0	$225.00
Additional Assessment by MHP	0	$225.00
Processing Standard Battery	0	$225.00
Additional Requested Meetings	0	$56.00
School Psych Consultation	0	$71.00
Bilingual Services by MHP	0	$111.00
Short Cognitive Battery	0	$111.00
Spanish Select Index	0	$255.00
Spanish Battery	0	$355.00
Screening by MHP	0	$125.00
Home Coordination by MHP	0	$111.00
Pre-referral Meeting by MHP	0	$111.00
Additional Requested Paperwork	0	$56.00

Document Camera	$85.00 (each)

Service Order #2

Contracted Students	0

Assessments Commitment	0

Psychoeducational Assessment Commitment	$150,000.00

Monthly Commitment*	$0.00	0 hours at $71.00
December Commitment*	$0.00	0 hours at $71.00

*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	August 1, 2021 through June 30, 2022

Service Order #2

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Jefferson County Public Schools Contract for Procurement of Professional Services.

The parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.	Customer
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

DocuSign Envelope ID: 0280266D-3B4F-4300-B25F-FC07D111CC3C

PresenceLearning

Service Order

Customer Name and Contact Information

Name: Jefferson County Public Schools - KY - FTE Account
Address: 3332 Newburg Rd Louisville, KY

Customer Primary Point of Contact

Name: Dr. Martin Pollio
Email Address: marty.pollio@jefferson.kyschools.us

Customer Secondary Point of Contact

Name: Jennifer Truax
Email Address: jennifer.truax@jefferson.kyschools.us

PresenceLearning Contact Information

Name: Krystal Weber
Email Address: krystal.weber@presencelearning.com

DocuSign Envelope ID: 0280266D-3B4F-4300-B25F-FC07D111CC3C

Service Order

This Service Order Form ("Service Order") is hereby attached and made part of the existing Master Service Agreement between PresenceLearning and Customer (the "Agreement"). Capitalized terms not defined in this Service Order shall have the meaning set forth in the Agreement. To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern.

1. Service Order Term: July 1, 2021 to June 30, 2022.

2. FTE Unit. 1.0 FTE Unit is defined as 7 hours per school day (35 hours per school week), for 175 instructional days and a caseload not to exceed 55 students.

3. Fee. The Fee for an FTE Unit will be $72 per hour for a total of $504 per school day (the "Daily FTE Fee"). Customer will be charged the Daily FTE Fee for any provider that has been sourced and assigned to Customer and that is available to provide Services, regardless of whether Customer has provided PresenceLearning with a referral that identities the student to whom Services are to be provided (each, a "Student Referrals"). Further, the Daily FTE Fee shall be due and payable irrespective of the number of Student Referrals or student absences.

4. Services. PresenceLearning agrees to provide Customer with the FTE Unit(s) as specified below (collectively, "Services"). Each FTE Unit will include direct therapy, SLP assessments, up to eighty-five (85) psychoeducational assessments (if applicable), case management, supervision, consultations, IEP meeting preparation and attendance, collaboration with staff and parents, therapy preparation, daily documentation, scheduling and other related tasks.

Service Type	FTE Units	Hours per day	# school days	Hourly Rate	Subtotal
BMH	0.6 FTE	7	175	$72	$52,920
Minimum Total Fee					**$52,920**

Approved and Agreed:

PresenceLearning, Inc.	Customer
By: DocuSigned by: Summer Allison 6374AC9F99C5419...	By:
Name: Summer Allison	Name:
Title: ByVice President of Sales	Title:
Date: 2022-06-10	Date:

Psychoeducational Assessment Service Order

Contracted Students	0

Assessments Commitment	0

Psychoeducational Assessment Commitment	$150,000.00

Monthly Commitment*	$0.00	hours at $0.00
December Commitment*	$0.00	hours at $0.00

*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	July 1, 2022 through June 30, 2023

Psychoeducational Assessment Service Order

5. Psychoeducational Assessments

Service	Student Quantity/Groups	Price per Service
Evaluation Coordination and Reporting by MHP/ Ed Diag	0	$290.00
Review of Records by MHP/Ed Diag	0	$233.00
Cognitive Select Index	0	$145.00
Processing Select Index	0	$144.00
Achievement Select Index	0	$118.00
Rating Scale Assessment by MHP/Ed Diag	0	$140.00
Classroom Observation by MHP/ Ed Diag	0	$115.00
Achievement Standard Battery	0	$233.00
Long Cognitive Battery	0	$281.00
Additional Assessment by MHP/Ed Diag	0	$233.00
Processing Standard Battery	0	$281.00
Additional Requested Meetings by MHP/Ed Diag	0	$60.00
School Psych Consultation	0	$72.00
Bilingual Services by MHP/Ed Diag	0	$115.00
Short Cognitive Battery	0	$145.00
Spanish Select Index	0	$264.00
Spanish Battery	0	$367.00
Screening by MHP/Ed Diag	0	$129.00
Home Coordination by MHP/Ed Diag	0	$115.00
Pre-referral Meeting by MHP/Ed Diag	0	$115.00
Additional Requested Paperwork by MHP/Ed Diag	0	$60.00
Functional Behavior Assessment by MHP/ Ed Diag	0	$346.00
Intervention Data Analysis by MHP/Ed Diag	0	$60.00
Parent Interview by MHP/ Ed Diag	0	$60.00
Student Interview by MHP/Ed Diag	0	$60.00
Teacher Interview by MHP/Ed Diag	0	$60.00
Unplanned Student Absence MHP/Ed Diag	0	$30.00

Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.	Customer
By: DocuSigned by: Summer Allison 6374AC9F99C5419...	By:
Name: Summer Allison	Name:
Title: ByVice President of Sales	Title:
Date: 2022-06-10	Date:

DocuSign Envelope ID: 0280266D-3B4F-4300-B25F-FC07D111CC3C

OK AS TO FORM
A.M.H. 8.20.2021

COPY

JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and PresenceLearning, Inc. (hereinafter "Contractor"), with its principal place of business at 530 Seventh Avenue, Suite M, New York, NY 10018.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I
Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. The PresenceLearning Addendum ("Addendum") is attached hereto and incorporated herein. In the event of a conflict between the terms of this Contract and the Contractor Agreements, this Contract shall prevail. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II
Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide Clinical Services through Contractor's platform, as specified in the Service Order which is hereby incorporated by reference and made part of this Agreement.

Contractor agrees that they will not operate a motor vehicle in the performance of this Contract. The Contract Administrator hereby waives the insurance requirement for automobile liability insurance. If during the terms of this Contract Contractor is not required by Kentucky law to maintain workers

compensation insurance, then the Contract Administrator hereby waives the requirement for workers compensation insurance contained in Article V. All other provisions of Article V shall remain the same.

ARTICLE III
Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). Contractor shall provide the Board with a monthly invoice for Services rendered. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	Not to exceed $706.640
Progress Payments (if not applicable, insert N/A):	N/A
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	ESSER

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on September 1, 2021 and shall complete the Services no later than June 30, 2022, unless this Contract is modified as provided in Article VIII.

ARTICLE V
Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself, directly resulting from the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, $1,000,000; and automobile liability, $1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of $1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI
Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII
Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII
Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX
Termination for Convenience of the Board

~~The Board~~ Either party may terminate this Contract in whole or in part at any time by giving written notice to ~~Contractor~~ the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services ~~satisfactorily~~ performed through the effective date of termination.

ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of ~~five (5)~~ ten (10) days after receipt of notice specifying the breach or failure. ~~In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost.~~ The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor ~~for the Board (hereinafter "Works")~~ under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Except as required by state or federal law, any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner

prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV
Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.

~~B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.~~

C. All notices relating to this Agreement must be in writing, sent by postage prepaid first-class mail, courier service or via email to PressenceLearning, Inc. 530 Seventh Avenue, Suite M1, New York, NY 10018, Attn: Legal Department or via email at legal@presencelearning.com. To the Board: Notices wll be sent to the address provided in this Agreement. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

D. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.

E. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

F. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.

G. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.

H. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

I. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

J. Contractor understands and acknowledges that as a governmental entity, Board is subject to various laws regarding the disclosure of confidential information. No provision of this Contract or any Contractor's Agreements shall be read to prohibit the Board from releasing confidential information pursuant to state or federal law, court order, or a lawfully issued subpoena.

K. Contractor acknowledges and agrees that Board is not responsible for payment of any fees should the Board hire any Contractor employee. Board agrees not to actively and directly solicit any Contractor employees for direct employment. However, should any Contractor employees or clinicians apply for employment with Board, such individuals will be treated in the same manner as any other applicant for the position, and should the Contractor employee or clinician be offered and accept such position, Board shall have no obligation to pay Contractor any related fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of September 1, 2021.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF EDUCATION	PRESENCELEARNING, INC CONTRACTOR
By: _____	By: DocuSigned by: Kate Eberle Walker B6D545EC65AC420...
Martin A. Pollio, Ed.D.	Kate Eberle Walker
Title: Superintendent	Title: Chief Executive Officer

Cabinet Member: Kim Chevalier	_____ (Initials)

DocuSign Envelope ID: 0280266D-3B4F-4300-B25F-FC07D111CC3C

DocuSign Envelope ID: 560E2359-8FC9-4971-AA6C-E00224375D7E

Jefferson County Public Schools
NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

   State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

   Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

   State the type of service: psycho educational assessments, speech language pathologists, occupational therapists, and physical therapists

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

   State the item(s):

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

   State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

   State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

   State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

   Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

   State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Rashawna Mullaney
Print name of person making Determination

Exceptional Child Education
School or Department

_____ _____
Signature of person making Determination Date

PresenceLearning, Inc.
Name of Contractor (Contractor Signature Not Required)

_____
Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1 Revised 05/2011