



## FutureEd Solution Ltd.

### **DIGITAL ACADEMY SERVICES AGREEMENT**

This Agreement is between FutureEd Solutions, LTD, (hereafter “FES”) and PARTNER SCHOOL (hereafter “PARTNER SCHOOL”). The Service Period is one year, beginning July 1, 2021, and ending on June 30, 2022. Following the Service Period, this Agreement will automatically extend for successive additional Service Periods of one (1) year (each such period a "Renewal Period"), unless either party provides the other with written notice of non-renewal at least three (3) months before the expiration of the then-current Service Period.

#### **A. Recitals**

1. FutureEd Solutions LTD. is an education service provider located in Central Ohio. PO Box 1248, Reynoldsburg, OH 43068.
2. “School Year” is defined by the “PARTNER SCHOOL” adopted academic calendar. School Year does not include FES Summer School sessions.
3. “School Days” will be calculated using the PARTNER SCHOOL adopted academic calendar.
4. FES and PARTNER SCHOOL enter into this agreement for the purpose of providing educational services.
5. Hereafter, “Regular Education Students” are students who do not have an Individualized Education Program (IEP) and are fully enrolled at PARTNER SCHOOL taking courses from FES.
6. Hereafter, “Special Education Students” are students who have a current Individualized Education Program (IEP) or 504 Plan and are fully enrolled at PARTNER SCHOOL taking courses from FES.

#### **B. Description Of Services**

1. PARTNER SCHOOL will be provided with those products and services, including where applicable a limited, non-exclusive, non transferable license, without sublicense rights, for access to FES online courses, licensed teachers, curriculum, and learning management system, for the Period and Renewal Period (if any).
2. PARTNER SCHOOL has the option to be provided with laptops on a rental basis. Equipment will remain the property of FES. PARTNER SCHOOL will define the number

of units required. FES will charge per unit, per day until the unit is returned to FES. FES will detail the number of units and days on the monthly invoice.

**C. FES Covenants**

1. FES will provide “PARTNER SCHOOL” Regular Education Students and Special Education Students access to an unlimited number of FES courses, **not to exceed six courses at one time**. Additional charges may apply for specialized courses.
2. FES will provide Highly Qualified Teachers and/or Highly Qualified Adjunct Teachers, if required by the State of Ohio, to deliver the educational services to both “PARTNER SCHOOL” Regular Education Students and Special Education Students.
3. FES will provide Help Desk Support and Technical Support for rented laptops and course issues to both “PARTNER SCHOOL” Regular Education Students and “PARTNER SCHOOL” Special Education Students.
4. FES will provide one training to “PARTNER SCHOOL” staff.
5. FES may provide additional training on a case by case basis.
6. FES will collaborate with “PARTNER SCHOOL” on marketing support and material.
7. FES will provide “PARTNER SCHOOL” access to grades for both Regular Education Students and Special Education Students at all times.
8. FES will issue “PARTNER SCHOOL” weekly progress reports to the “mentors”.
9. FES will adhere to accommodations for “PARTNER SCHOOL” students who have an IEP or 504 Plan.
10. For “PARTNER SCHOOL” Special Education Students, FES will provide a licensed Intervention Specialist to:
  - a. Support individual students
  - b. Teach core courses
  - c. Manage IEP academic accommodations
  - d. Provide information needed for writing the IEP/ETR, upon request
  - e. Attend the IEP/ETR meeting remotely, upon request

**D. “PARTNER SCHOOL” Covenants**

1. “PARTNER SCHOOL” will provide all necessary information to enroll students in FES courses.

2. "PARTNER SCHOOL" will maintain all special education records, testing requests, IEP management, IEP/504 annual measurable goals, and any other necessary responsibilities relating to all "PARTNER SCHOOL" Special Education Students enrolled at "PARTNER SCHOOL". Additionally, "PARTNER SCHOOL" will be responsible for any extra costs associated with related services, transportation and personal aide for the special education student as a result of the IEP/ETR.
3. "PARTNER SCHOOL" will be responsible for all state-required testing of both "PARTNER SCHOOL" Regular Education Students and Special Education Students.
4. "PARTNER SCHOOL" will be responsible to provide FES with the "PARTNER SCHOOL" school calendar prior to the beginning of the FES school year. The "PARTNER SCHOOL" school calendar will include the ending date of each nine (9) weeks grading period.
5. "PARTNER SCHOOL" will be responsible for lost, stolen or damaged equipment, at the following costs: Student Laptop: \$500.00. FES will provide a receipt.
6. "PARTNER SCHOOL" will notify FES of any student withdrawal immediately. **There will be no retro withdrawals on billing after 10 school calendar days.** The school will not be charged for any withdrawals in the first 10 calendar days.
7. "PARTNER SCHOOL" will be responsible for ensuring student attendance and course participation requirements are met for NCAA student-athletes.

#### **E. Price and Terms of Payment**

1. "PARTNER SCHOOL" will be given access to a portal to enroll and withdraw students. The enroll and withdraw date entered by "PARTNER SCHOOL" in the portal will be the date that billing will begin and end, respectively.

2. For Regular 6-12 Education Students, "PARTNER SCHOOL" will pay FES as follows:

Each Instructional Day	\$15.00 per instructional day
Extensions	\$5.00 per course, per instructional day

3. For 6-12 Special Education Students, "PARTNER SCHOOL" will pay FES based on the following schedule:

Each Instructional Day	\$21.50 per instructional day
Extensions	\$5.00 per course, per instructional day

4. For Regular Education “K-5” Students, PARTNER SCHOOL will pay FES as follows:

One Semester	\$1600 per student for all core curriculum courses. PARTNER SCHOOL will be billed after the student has been enrolled for 10 calendar days.
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4. For Special Education “K- 5” Students, PARTNER SCHOOL will pay FES as follows:

One Semester	\$2400 per student for all core curriculum courses. PARTNER SCHOOL will be billed after the student has been enrolled for 10 calendar days.
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5. Specialized courses require an additional cost of \$100 per course. FES will provide “PARTNER SCHOOL” with a list of specialized courses.
6. FES will provide, at the request of “PARTNER SCHOOL” Special Education Services for the following costs:
- a. Psychological Evaluation: \$800 plus mileage (at the IRS rate) if required to travel to “PARTNER SCHOOL” for meeting.
  - b. Initial IEP: \$400, plus mileage (at the IRS rate) if required to travel to meeting.
  - c. Re-Evaluation IEP - \$300, plus mileage (at IRS rate) if required to travel to “PARTNER SCHOOL” for meeting.
7. FES will offer the following services and courses for “PARTNER SCHOOL” Regular Education Students who enroll for a single course:
- a. \$349 per one-credit single course
  - b. \$249 per half-credit single course
  - c. \$219 per course – credit recovery
  - d. Summer school – \$80 per ½ credit
- e. Students must complete coursework on or before the last calendar day of “PARTNER SCHOOL”. “PARTNER SCHOOL” will pay an additional \$5/course daily cost for access to courses beyond the end of the “PARTNER SCHOOL” School District Calendar.
8. FES can provide “PARTNER SCHOOL” with laptops for an additional cost. For laptop service, “PARTNER SCHOOL” will pay FES as follows for each laptop:

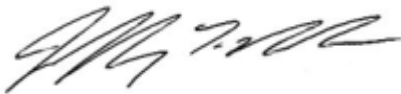
Each instructional day	\$2.50 per instructional day
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9. FES will provide customized professional development by request at any time during the calendar year. FES will provide a price quote as determined by scope and need.
10. FES will invoice "PARTNER SCHOOL" by the 15<sup>th</sup> of each month for any course enrollment.
11. "PARTNER SCHOOL" shall make payments by check to FES within 30 days of the invoice date.
12. Payments not received after 30 days will be assessed a 10% late fee.
13. "PARTNER SCHOOL" has 15 days from receipt of the invoice to notify FES of needed changes.

#### **FutureEd Solutions**



By \_\_\_\_\_ Dated: July 1, 2021  
Daryl Albrecht, Partner



By \_\_\_\_\_ Dated: July 1, 2021  
Jeff Nelson, Partner

#### **"PARTNER SCHOOL"**

By \_\_\_\_\_ Dated: \_\_\_\_\_  
PARTNER SCHOOL Superintendent