

Step By Step Learning, LLC Services Agreement

AGREEMENT made this 19th day of June, 2020, by and between
Step By Step Learning, LLC, a Pennsylvania Limited Liability Company, with offices in Whitehall, Lehigh County, Pennsylvania, hereinafter called "SBSL", and Galion City School District hereinafter called "Client".

WHEREAS, SBSL will provide a professional development model that requires that Client teachers and Administrators participate.

NOW, THEREFORE, the parties hereto, in consideration of the premises herein, and other good and valuable consideration, the parties expressly intending to be legally bound, hereby agree as follows:

1. SBSL will provide services as listed in "Exhibit A".
2. Client agrees that Client teachers trained will progress monitor each at-risk student at a frequency of every week (7 days) for intensive at-risk students and every 10-14 days for strategic at-risk students and once per month for cut-line Benchmark students throughout the school year.
3. At the direction of the Principal, SBSL staff members will be available to meet with the Principal at the end of each day the SBSL consultant is visiting the building. The meeting is at the sole discretion and responsibility of the Principal to schedule and to be available at convenient times to the SBSL consultant. Convenient times are defined as either an hour before or an hour after regular school hours.
4. Client agrees that the Principal is expected and required to attend and actively participate in at least one complete session of each of the different types of training conducted by SBSL, as described in this Agreement and its Exhibits. When a Principal is absent at any of the trainings described in this Agreement, Client agrees that an SBSL consultant will re-teach the material at an additional fee of \$4000 per day of missed training. Any one-half (1/2) day training session missed will be charged for a full day due to travel and labor expenses.
5. Client agrees that SBSL has the express right to utilize, review, publish, report, and present the assessment results gathered at Client in accordance with the limitations set forth in paragraph 9 of this Agreement. SBSL agrees to comply with all existing privacy laws. The Client further agrees and authorizes SBSL to have full access to all of the data with an approved administrative username and password to any website and/or data warehouse that stores any assessment data of the students that have attended or are currently attending Client's School District through 2034-35 school years.
6. Services total \$210,000.00. A Purchase Order in the amount of \$210,000.00 is to be written to Step By Step Learning, LLC for services described in this Agreement no later than June 30, 2020. All communications are to be sent to: Step By Step Learning, LLC, PO Box 230, Whitehall, PA 18052-0230, Attn: Michael Grabarits. All invoices are due no later than July 31, 2020. Any unpaid balance will be subject to a 1% monthly late penalty assessment.

7. Client shall not, either directly or indirectly, employ, hire for consulting, recruit, solicit, or attempt to induce any SBSL employee/contractor/associate during the term of this agreement and for a period of three

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(3) years following the expiration of this agreement without the expressed written permission of the President of SBSL.

7.a SBSL shall not, either directly or indirectly, employ, hire for consulting, recruit, solicit, or attempt to induce any Galion City Schools employee/contractor/associate during the term of this agreement and for a period of three years following the expiration of this agreement without the expressed written permission of the Superintendent of Galion City Schools.

8. Confidentiality of Records. SBSL acknowledges and agrees that it may be provided with “personal identifiable information” out of the students “educational records” as those terms are defined by the Family Educational Rights and Privacy Act (20 U.S.C.A. 1232 (g), et seq.) As such, SBSL agrees to utilize any such information for the sole purpose of assisting the Client to improve its educational program and that SBSL will maintain the confidentiality of the personally identifiable information consistent with the requirements of the Family Educational Rights and Privacy Act, its regulations, and the regulations of the State of Pennsylvania.

9. Weather related cancellation will be rescheduled as close as possible to your original training date. Any other cancellations or requests to reschedule will require **14 business days notice** in order to reassign our staff and accommodate the SBSL consultant for their travel. SBSL cannot guarantee we will be able to accommodate your request due to the heavy volume of training dates at specific times of the year. Please note that you may be subject to an additional fee of \$4,000 per day needing to be rescheduled should the rescheduled date incur additional travel fees or loss of training revenue.

10. The terms and conditions in paragraphs 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, CHOICE OF LAW, FORUM and FORCE MAJEURE survive the expiration of this Agreement. This Agreement terminates on June 30, 2021. In the case that SBSL cannot complete all of the services outlined in this Agreement during the life of this agreement, Client agrees that SBSL will be retained an additional year to complete all services outlined in this Agreement at no additional charge to the Client.

11. Client will not hold SBSL liable for any delay or inability by SBSL in performing the services related to the outbreak of any virus or other illness (including but not limited to COVID-19), including delays or inability to perform that are caused by any municipal, state, or federal government requirements or restrictions, or recommendations of the CDC, public health authorities, or governmental entities, related to the outbreak, or any delay, disruption, or unavailability of transportation, mail, communications, labor, materials, or other goods, services or production capability related to the outbreak.

12. Client represents and warrants that it has reasonable and adequate protocols and policies, as recommended by the CDC, in place to prevent the spread of virus and other illnesses (including but not limited to COVID-19) among its employees, customers, and all others who come in contact with Client.

13. CLIENT AGREES THAT ALL COMMUNICATIONS BETWEEN CLIENT TEACHERS AND SBSL DURING ANY MODELING OR COACHING SESSION WILL REMAIN CONFIDENTIAL BETWEEN THE TEACHER AND SBSL.

14. CLIENT ACKNOWLEDGES THAT THE METHODOLOGIES, MATERIALS, AND TECHNIQUES PROVIDED BY SBSL TO CLIENT UNDER THIS AGREEMENT (THE “SBSL

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MATERIALS”) ARE PROPRIETARY TO SBSL AND NOT GENERALLY KNOWN BY THE PUBLIC. CLIENT AGREES THAT IT WILL NOT SHARE, TRANSFER, OR DISSEMINATE THE SBSL MATERIALS WITH OTHER SCHOOL DISTRICTS, ENTITIES, AND/OR INDIVIDUALS OUTSIDE OF CLIENT’S SCHOOL DISTRICT, WHETHER FOR PROFIT OR NOT. CLIENT ACKNOWLEDGES THAT ANY VIOLATION OF THESE RESTRICTIONS ON THE USE OF THE SBSL MATERIALS WOULD CAUSE IRREPARABLE HARM TO SBSL THAT COULD NOT BE COMPENSATED BY MONEY DAMAGES ALONE. ACCORDINGLY, CLIENT AGREES THAT, AND IN ADDITION TO ANY OTHER REMEDIES AVAILABLE TO SBSL, SBSL IS ENTITLED TO INJUNCTIVE RELIEF TO ENJOIN ANY ACTUAL OR THREATENED VIOLATION BY CLIENT AND/OR ITS EMPLOYEES OF THESE RESTRICTIONS. CLIENT FURTHER ACKNOWLEDGES THAT IN THE EVENT IT OR ITS EMPLOYEES VIOLATE THESE RESTRICTIONS, SBSL SHALL BE ENTITLED TO RECOVER FROM CLIENT LIQUIDATED DAMAGES IN THE AMOUNT OF THE ENTIRE COST OF THE SERVICES PROVIDED BY SBSL UNDER THIS AGREEMENT, NOT AS A PENALTY, BUT AS A REASONABLE APPROXIMATION OF THE HARM CAUSED TO SBSL BY SUCH VIOLATION.

15. SBSL EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES RELATED TO ALL THIRD PARTY PRODUCTS OR MATERIALS RECOMMENDED OR SOLD BY SBSL TO THE CLIENT. ANY ISSUES, CLAIMS OF WARRANTY OR OTHER CLAIMS RELATED TO A THIRD PARTY PRODUCT MUST BE COMMUNICATED AND RESOLVED DIRECTLY WITH THE MANUFACTURER, PUBLISHER, OR OWNER OF THAT PRODUCT. CLIENT AGREES TO RELEASE SBSL AND HOLD SBSL HARMLESS FROM ANY AND ALL CLAIMS RELATING TO THE USE OF ANY THIRD PARTY PRODUCT OR MATERIAL RECOMMENDED OR SOLD BY SBSL TO THE CLIENT.

16. THE AGENT SIGNING ON BEHALF OF THE CLIENT HEREBY WARRANTS THAT HE/SHE HAS THE EXPRESS WRITTEN AUTHORITY GRANTED BY THE CLIENT’S BOARD OF DIRECTORS TO ENTER INTO CONTRACT WITH SBSL FOR THE SERVICES MENTIONED IN THIS AGREEMENT AND WILL BE HELD PERSONALLY LIABLE FOR ALL AMOUNTS DUE IF A COURT OF COMPETENT JURISDICTION FINDS OTHERWISE.

CHOICE OF LAW, FORUM. THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF PENNSYLVANIA, USA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW, AND ANY ACTION ARISING OUT OF OR PERTAINING TO THIS AGREEMENT SHALL BE INITIATED AND MAINTAINED EXCLUSIVELY IN THE COURTS OF PENNSYLVANIA.

FORCE MAJEURE: The parties agree that the performance of either or both of them may be delayed or excused, without constituting a breach of contract, in the event performance is delayed, made commercially impracticable, or rendered impossible by the occurrence of events or conditions beyond the control of the party/parties, including but not limited to Acts of God, acts of war (whether declared or undeclared), acts of terrorism, states of emergency (whether declared or undeclared), acts or restrictions by governmental authority, natural disasters including earthquake, tornado, hurricane, fire, flood, blizzard or other extreme weather conditions, power failures, labor strikes, civil insurrection or unrest, disease, epidemic or pandemic, events making products, services or labor unavailable, and other uncontrollable or unpredictable events or conditions of similar or dissimilar nature. In the event of contractual interference by

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a force majeure event, the performance of either or both parties may be delayed or rescheduled as may reasonably be required by the giving of notice by the affected party to the other party.

General Provisions. This document constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other communications, whether written or oral. This Agreement is expressly limited to its terms and may be modified or amended only by a writing signed by an authorized representative of each party hereunder. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by Client without SBSL's prior express written consent and any attempt to the contrary shall be void. Any provision hereof found by a court of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof in future occasions. Each party's rights under this Agreement are in addition to those rights it has under the common law or applicable statutes for the protection of trade secrets. Headings are for reference purposes only and have no substantive effect. In the event any party brings any actions related to or arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Step By Step Learning, LLC

By: Michael Grabarits

Name: Michael Grabarits

Title: President

Date: 6/22/2020

Galion City School District

By: Jennifer Alverding

Name: Jennifer Alverding

Title: Director of Instruction

Date: 6/19/2020

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“Exhibit A”

1. Step By Step Learning® Small Group Automation Tool
Set-up fees and student access for eight hundred forty-six (846) kindergarten through fifth grade students. The Small Group Automation subscription licenses will expire on June 30, 2021. This service can be delivered online if a disruption of service occurs.
2. Fall Small Group Automation Tool Training
Step By Step Learning® will provide one (1) day of Small Group Automation Tool Training. The six (6) kindergarten teachers, one (1) special education teacher and one (1) title teacher, the six (6) first grade teachers, one (1) special education teacher and one (1) title teacher, the five (5) second grade teachers and one (1) special education teacher, the five (5) third grade teachers, one (1) special education teacher and one (1) title teacher, the six (6) fourth grade teachers and one (1) special education teacher, the six (6) fifth grade teachers and one (1) special education teacher will be divided into two (2) cohorts, with each cohort receiving one-half (½) day of training. This service can be delivered online if a disruption of service occurs.
3. Fall Small Group Instructional Modeling
Step By Step Learning® will provide one (1) day of Small Group Instructional Modeling for the six (6) third grade teachers, one (1) special education teacher, one (1) title I teacher and one (1) literacy teacher. This service can be delivered online if a disruption of service occurs.
4. Fall Small Group Instructional Coaching
Step By Step Learning® will provide two (2) rounds of 1x1 Instructional Coaching for the six (6) third grade teachers, one (1) special education teacher, one (1) title I teacher, one (1) literacy teacher, five (5) second grade teachers and three (3) support teachers. This service will require eight (8) days of onsite delivery. This service can be delivered online if a disruption of service occurs.
5. Fall Student Intervention Response (SIRS)
Step By Step Learning® will provide one (1) day of Fall SIRS. The six (6) third grade teachers, one (1) special education teacher, one (1) title I teacher and one (1) literacy teacher will receive one-half (½) day and the five (5) second grade teachers and three (3) support teachers will receive one-half (½) day. This service can be delivered online if a disruption of service occurs.
6. Winter Small Group Automation Tool Data Analysis and Instructional Planning
Step By Step Learning® will provide one (1) day of Winter Small Group Automation Tool Data Analysis and Instructional Planning. Step By Step Learning will deliver one-half (1/2) day for the five (5) second grade teachers and three (3) support teachers and one-half (1/2) day for the six (6) third grade teachers, one (1) special

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education teacher, one (1) title I teacher and one (1) literacy teacher and then. This service can be delivered online if a disruption of service occurs.

7. Winter Small Group Instructional Modeling
Step By Step Learning® will provide one (1) day of Small Group Instructional Modeling for the six (6) third grade teachers, one (1) special education teacher, one (1) title I teacher and one (1) literacy teacher . This service can be delivered online if a disruption of service occurs.
8. Winter Small Group Instructional Coaching
Step By Step Learning® will provide two (2) rounds of 1x1 Instructional Coaching for the six (6) third grade teachers, one (1) special education teacher, one (1) title I teacher, one (1) literacy teacher, five (5) second grade teachers and three (3) support teachers. This service will require eight (8) days of onsite delivery. This service can be delivered online if a disruption of service occurs.
9. Acadience® Learning Training
Step By Step Learning® will provide three (3) days of Acadience® Learning Training. Step By Step Learning® will provide two (2) days of Acadience Learning Training for the six (6) kindergarten teachers, six (6) first grade teachers and five (5) second grade teachers and then one (1) day for the six (6) third grade teachers.
10. TOT Small Group Automation Tool Data Analysis and Instructional Planning
Step By Step Learning® will provide two (2) days of TOT Small Group Automation Tool Data Analysis and Instructional Planning for six (6) grade level teachers, two (2) title teachers, two (2) special education teachers and building leaders.
11. TOT SIRS Process
Step By Step Learning® will provide two (2) days of TOT SIRS Process for six (6) grade level teachers, two (2) title teachers, two (2) special education teachers and building leaders.
12. Data Leaders TOT
Step By Step Learning® will provide one (1) day of Data Leaders the for six (6) grade level teachers, two (2) title teachers, two (2) special education teachers and building leaders.
13. Wonders Core Co-Planning Sessions
Step By Step Learning® will provide three (3) days of Wonders Core Co-Planning Sessions. The primary teachers will receive one (1) day, the intermediate teachers will receive one (1) day and the middle school teachers will receive one (1) day.
14. Core Reading Modeling
Step By Step Learning® will provide three (3) days Core Reading Modeling. Step By Step Learning® will provide one (1) day of modeling for the primary teachers,

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one (1) day of modeling for intermediate teachers and one (1) day of modeling for middle school teachers.

15. Core Reading Coaching


Step By Step Learning® will provide three (3) days of Core Coaching Support. Three days will be used as district leadership deems most appropriate (up to 15 teachers can receive Core Coaching).

16. Step By Step Learning® Online Library

Step By Step Learning® will provide access to the Online Library for thirty-three (33) kindergarten through third grade teachers expiring June 30, 2021. This service is an online service.

17. Leadership Development

Step By Step Learning® will provide four (4) days of “Leading Instructional Change That Drives Academic Improvement for All Students” Leadership training to up to eight (8) building level and district administrators.

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Step By Step Learning, LLC Services Agreement Addendum

This Agreement Addendum (the "Addendum") supplements and is made a part of the Step By Step Learning, LLC Services Agreement dated June 10th, 2019 by and between Step By Step Learning, LLC, a Pennsylvania Liability Company, with offices in Whitehall, Lehigh County, Pennsylvania, hereinafter called "SBSL," and **Galion City School District** hereinafter called "District".

WHEREAS, SBSL and District have entered into a Step By Step Learning, LLC Services Agreement dated June 10th, 2019 whereby SBSL will provide a Multi Tiered System of Support professional development model to Galion City School District.

WHEREAS, District has requested a modification to the Step By Step Learning, LLC Services Agreement dated June 10th, 2019.

WHEREAS, Except as expressly modified and supplemented by this Addendum all provisions of the Step By Step Learning, LLC Services Agreement dated June 10th, 2019 shall remain in full force.

NOW, THEREFORE, the parties hereto, in consideration of the premises herein, and valuable consideration, the parties expressly intending to be legally bound, hereby agree as follows:

1. SBSL will provide remaining services as listed in "Exhibit A" as stated in the Step By Step Learning, LLC Services Agreement dated June 10th, 2019.
2. District and SBSL agreed to no payment modification.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have Agreement to be executed by their duly authorized representatives.

Step By Step Learning, LLC

By: Michael Grabarits

Name: Michael Grabarits

Title: President

Date: 6/22/2020

Galion City School District

By: Jennifer Allending

Name: Jennifer Allending

Title: Dir. of Instruction

Date: 6/19/2020

Exhibit A

1. Three (3) days of “Coaching” were not delivered in the 2019-2020 school year and it is agreed that SBSL will deliver two (2) days of Fall Coaching and one (1) day of Winter Coaching for up to five (5) new teachers in the 2020-2021 school year.
2. One (1) day of “Winter Student Intervention Response” was not delivered during the 2019-2020 school year and it is agreed that SBSL will deliver one (1) day of Winter SIRS. The five (5) second grade teachers and three (3) support teachers will receive one-half ($\frac{1}{2}$) day of training and the six (6) third grade teachers, one (1) special education teacher, one (1) title I teacher and one (1) literacy teacher will receive one-half ($\frac{1}{2}$) day of training.
3. “Ten (10) Advanced Decoding Kits” were not delivered during the 2019-2020 school year and it is agreed that SBSL will deliver two (2) days of Core Reading Coaching for up to ten (10) teachers as a replacement.