

B.I.S.T SERVICES AGREEMENT

2024-2025 School Year



CLIENT INFORMATION

Name:	TURNER USD202
Address:	800 South 55 th Street, Kansas City, KS 66106
Contact:	Joy Engel, Assistant Superintendent of Student Services
Telephone:	913-288-4100
Email:	engelj@turnerusd202.org

CORNERSTONES OF CARE INFORMATION

Name:	Cornerstones of Care
Address:	8150 Wornall Road, Kansas City, MO 64114
Contact:	Paul McCorkle, Executive Director of Education Programs
Telephone:	913-244-9906
Email:	paul.mccorkle@cornerstonesofcare.org

Cornerstones of Care is a Missouri nonprofit corporation and a public charity under IRC § 501(c)(3).

SERVICES AND COMPENSATION

School Year:	July 1, 2024-June 30, 2025	
Services:	Cornerstones of Care will provide training to teachers of Client in managing behavioral expectations involving students of Client.	
Compensation:	Client will pay \$27,300 to Cornerstones of Care for the Services.	
Invoice(s):	Invoice(s) will be submitted:	<input type="checkbox"/> Upon full execution of this Services Agreement
		<input type="checkbox"/> Semi-annually, on or before July 1, 2024 and January 1, 2025
		<input type="checkbox"/> Annually, on or before July 1, 2024

AGREEMENT

Client agrees to engage Cornerstones of Care to provide and perform the Services, and Cornerstones of Care agrees to be so engaged and to provide and perform the Services, in accordance with this B.I.S.T Services Agreement ("Services Agreement") and the attached Terms and Conditions (together, "Agreement").

SIGNATURES

By signing below, the undersigned acknowledge that they have read and understand, and agree to be legally bound by, this Agreement.

CLIENT	CORNERSTONES OF CARE
By:	By: <i>R. PAUL McCorkle</i>
Name:	Name: Paul McCorkle
Title:	Title: Executive Director of Education Programs
Date:	Date: February 27, 2024

TERMS AND CONDITIONS

SECTION 1. SERVICES.

1.1 Independent Contractor Status. Cornerstones of Care is an independent contractor under this Agreement, and nothing herein creates, or will be construed to create, a partnership, joint venture, employer/employee or agency relationship between Cornerstones of Care and Client. Neither party will have the power or authority to enter into agreements of any kind on behalf of the other party, or to otherwise bind or obligate the other party in any manner to any third party.

1.2 Method of Performance. Cornerstones of Care will have the right to determine the method and means of providing and performing the Services. Client will be entitled, however, to exercise general power of supervision and control over the Services provided and performed by Cornerstones of Care and to inspect and approve those Services. Cornerstones of Care agrees to follow all reasonable suggestions or recommendations made by Client with respect to the provision and performance of the Services.

1.3 Taxes. Cornerstones of Care will be solely responsible for all federal, state and local taxes and related contributions attributable to the payments from Client to Cornerstones of Care for the Services rendered. Cornerstones of Care further acknowledges and agrees that Cornerstones of Care is an independent contractor for federal, state and local income and employment tax purposes, including FICA and FUTA, and will not be entitled to workers' compensation or other insurance protection or benefits provided by Client.

1.4 Background Checks. Cornerstones of Care will require each of its nonparty affiliates and third parties assisting Cornerstones of Care in performing under this Agreement to be subjected to criminal and child abuse and neglect background checks that include a complete fingerprint criminal record check ("Background Checks"). The results of the Background Check must be received and considered satisfactory by Cornerstones of Care before it permits any such nonparty affiliate or third party to have direct contact with students of Client receiving the Services ("Student"). Any record indicating a finding or plea of guilty to any felony, any crime involving abuse or neglect of children, or any sex offense or crime involving moral turpitude will not be considered a satisfactory Background Check.

1.5 Employment Eligibility. Cornerstones of Care will ensure that it and any nonparty affiliate engaged or assigned to provide and perform the Services has a completed a Form I-9 verification for each employee of Cornerstones of Care and the nonparty affiliate providing and performing the Services, and has determined that the employee is legally authorized to work in the United States through E-Verify or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

SECTION 2. COMPENSATION, EXPENSES AND PAYMENT.

2.1 Compensation. In consideration of the Services rendered, Client will pay Cornerstones of Care compensation in the amount, and payable at the times and in the manner, set forth in the Services Agreement.

2.2 Reimbursement of Expenses. Client will not be obligated to reimburse Cornerstones of Care for or pay any charge, cost or expense incurred by Cornerstones of Care in connection with its provision and performance of the Services, exercise of its rights or performance of its obligations under this Agreement, or otherwise performing hereunder, including the costs associated with conducting Background Checks, unless specifically set forth in this Agreement.

2.3 Invoices. Cornerstones of Care will submit to Client invoices for the Services rendered in accordance with the schedule set forth in the Services Agreement. If the Services Agreement does not provide a schedule for the submission of invoices, invoices will be submitted annually. The invoices must describe the Services rendered and will list all reimbursable charges, expenses and costs on a pass-through basis.

Cornerstones of Care must include receipts or other appropriate documentation for the reimbursable charges, expenses and costs with the invoices. Invoices are payable within 30 days of receipt of invoice, unless otherwise provided in the Services Agreement.

SECTION 3. TERM AND TERMINATION

3.1 Term. This Agreement is effective commencing on, and will terminate on, the beginning and ending dates, respectively, of the school year set forth in the Services Agreement, unless earlier terminated in accordance with Sections 3.2 or 3.3.

3.2 Termination upon Breach. Notwithstanding Section 3.1, either party may terminate this Agreement upon written notice to the other party in the event that the other party (i) materially breaches any obligation hereunder and either the breach cannot be cured or, if the breach can be cured, it is not cured within 10 days after written notice of the breach, or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

3.3 Termination Upon Non-appropriation. Subject to Section 4.2(b), if (i) Client is a governmental entity, (ii) this Agreement covers multiple fiscal years of Client, and (iii) no funds or insufficient funds are appropriated, budgeted or otherwise made available to support continuation of payments under Section 2.1, Client will immediately notify Cornerstones of Care of such occurrence and this Agreement will terminate automatically on the last day of the fiscal year for which sufficient funds were appropriated, budgeted or otherwise made available.

3.4 Effect of Termination. Upon any termination of this Agreement, (i) any and all rights and obligations of the parties under this Agreement will terminate, provided that Sections 1.3, 3.4, 4, 5, 6, 7 and 8, all rights, obligations or liabilities accrued hereunder prior to termination, and any other right, obligation or liability which by its nature or express duration extends beyond the termination of this Agreement, will survive termination and continue in effect indefinitely or for that express duration, and (ii) without limiting the foregoing, Cornerstones of Care will withdraw its personnel and equipment from Client's facilities, cease provision and performance of the Services, and turn over to Client any Work Product (as defined below) in process.

SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS.

4.1 Cornerstones of Care. Cornerstones of Care represents, warrants and covenants to Client as follows:

(a) Performance. All of the Services will be provided and performed by Cornerstones of Care in a workmanlike manner, with professional diligence and skill, and using sound and professional principles and practices in accordance with normally accepted industry standards.

(b) No Infringement. To Cornerstones of Care's knowledge, no Work Product will infringe the rights of any third party under applicable law.

(c) No Conflict. Cornerstones of Care's execution and performance of this Agreement do not and will not violate the legal or contractual rights of any third party.

(d) Compliance. Cornerstones of Care will observe and comply with, and cause its nonparty affiliates and any third party who assists Cornerstones of Care in performing under this Agreement to observe and comply with, Client's policies notified in writing to Cornerstones and applicable law that apply to the provision and performance of the Services, including with respect to (i) maintenance and retention of records, (ii) non-discrimination on the basis of race, color, religion, sex, sexual orientation/gender identity, age, national origin, disability, veteran status or any other basis prohibited by applicable law, (iii) provision of a drug-free workplace, (iv) Background Checks, and (v)

confidentiality of Student Information, including pursuant to the Family Educational Rights and Privacy Act of 1974.

(e) Power and Authority; Binding Agreement. Cornerstones of Care has the power and authority to execute, deliver and perform this Agreement, which constitutes a valid and binding obligation of Cornerstones of Care, enforceable against Cornerstones of Care in accordance with its terms. Cornerstones is duly qualified to do business and is in good standing in the jurisdiction(s) in which the Services will be provided and performed. The individual signing this Agreement on behalf of Cornerstones of Care has been properly authorized and empowered to enter into, and bind Cornerstones of Care to, this Agreement.

(f) Insurance. Cornerstones of Care will procure and maintain in effect (i) worker's compensation insurance that complies with applicable law and provides appropriate coverage for the Services, and (ii) comprehensive general liability insurance, including automobile liability insurance, in a sum no less than \$1,000,000 per occurrence with an aggregate limit of \$2,000,000 with financially sound and reputable insurers licensed to conduct the business of insurance in the jurisdiction(s) in which the Services will be provided and performed. Upon Client's request, Cornerstones of Care will (i) provide Client with a certificate of insurance from Cornerstones of Care's insurer evidencing the required insurance coverage and provide 30 days' notice of cancellation or material change, and (ii) cause the insurance policies to be endorsed to include Client as an additional insured.

4.2 Client. Client represents, warrants and covenants to Cornerstones of Care as follows:

(a) Power and Authority; Binding Agreement. Client has the power and authority to execute, deliver and perform this Agreement, which constitutes a valid and binding obligation of Client, enforceable against Client in accordance with its terms. The individual signing this Agreement on behalf of Client has been properly authorized and empowered to enter into, and bind Client to, this Agreement.

(b) Appropriation. If Client is a governmental entity, Client represents and warrants that sufficient funds have been budgeted, appropriated and otherwise made available and a sufficient balance remains available for payment by Client under Section 2.1. If the term of this Agreement covers multiple fiscal years of Client, the foregoing representation and warranty will apply only to the first fiscal year.

4.3 No Other Representations or Warranties. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS SECTION 4, (I) NEITHER PARTY TO THIS AGREEMENT, NOR ANY OTHER PERSON ON THE PARTY'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (II) EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 4.

SECTION 5. CONFIDENTIALITY.

5.1 General. Cornerstones of Care will treat as confidential the Work Product, Student Information (as defined below) and any other information that may be disclosed, provided or made accessible by Client under this Agreement ("Confidential Information"). Without the express written consent of Client, Cornerstones of Care will not disclose Confidential Information to any third party, nor use that information, directly or indirectly, other than as contemplated by this Agreement. Notwithstanding the foregoing but subject to Section 5.2, Confidential Information does not include, and this Agreement imposes no obligation upon Cornerstones of Care with respect to, information that

Cornerstones of Care demonstrates (i) was in Cornerstones of Care's possession on a non-confidential basis before receipt from Client or any of its nonparty affiliates, (ii) has become generally available to the public other than as a result of disclosure by Cornerstones of Care or any of its nonparty affiliates, (iii) has become available to Cornerstones of Care on a non-confidential basis from a source other than Client or any of its nonparty affiliates, provided that the source is not known by Cornerstones of Care or any of its nonparty affiliates to be bound by a confidentiality agreement with Client or any of its nonparty affiliates, or otherwise prohibited from transmitting the information to Cornerstones of Care by a contractual, legal, fiduciary or other obligation, or (iv) which is required to be disclosed by judicial or administrative process, provided Cornerstones of Care must promptly notify Client and allow Client a reasonable time to oppose that process, if appropriate, in the sole discretion of Client.

5.2 Student Information. Cornerstones of Care will not disclose any patient, educational or medical record information regarding any Student ("Student Information") to any third party, except where permitted or required by applicable law, or where such disclosure is expressly approved in writing by Client, the Student (to the extent eligible) or a parent of the Student.

SECTION 6. INDEMNIFICATION; LIMITATION OF LIABILITY.

6.1 Indemnification. To the extent permitted by applicable law, each party will indemnify, hold harmless and defend the other party and its nonparty affiliates from and against, and will reimburse those indemnified persons with respect to, any and all claims, demands, causes of action, proceedings, losses, damages, debts, expenses, liabilities, fines, penalties, deficiencies, judgments or costs, including reasonable attorney fees, court costs, amounts paid in settlement, and costs and expenses of investigations, at any time and from time to time asserted against or incurred by any of those indemnified persons arising out of, in connection with, resulting from or by reason of (i) any breach of this Agreement by the indemnifying party, (ii) any negligent or more culpable act or omission of the indemnifying party or any of its nonparty affiliates in connection with the performance of its obligations under this Agreement, or (iii) any injury to an individual (including death) or damage to property caused by the indemnifying party or any of its nonparty affiliates.

6.2 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR AS A RESULT OF THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, TO THE OTHER PARTY OR ANY OTHER PERSON CLAIMING THROUGH OR UNDER THE OTHER PARTY, FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR OTHER SIMILAR DAMAGES, EVEN THOUGH ADVISED OR OTHERWISE AWARE OF THE POSSIBILITY OF THOSE DAMAGES, EXCEPT FOR THIRD-PARTY CLAIMS THAT ARE SUBJECT TO THE FOREGOING INDEMNIFICATION.

6.3 Claims Procedures; No Waiver of Immunity. If Client is a governmental entity, (i) this Section 6 is subject to the required administrative procedures and remedies in the event of a claim asserted against Client and (ii) Client preserves, and nothing in this Section 6 will be construed as a waiver by Client of, any sovereign or governmental immunity recognized by applicable law.

SECTION 7. CLIENT PROPERTY.

7.1 Work Product. All work product resulting or derived from, or made in the course of provision and performance of the Services, including any invention, research results, software program, and written material (collectively, "Work Product"), will be considered "work for hire" and, unless already in the public domain, all right, title, ownership and interest in items of Work Product will be vested exclusively in Client. Cornerstones of Care will promptly execute any and all documents and instruments as may be necessary to evidence, protect, perfect or

otherwise confirm Client's rights hereunder in respect of Work Product.

7.2 Other Client Property. Any and all equipment, tools, materials, records and data furnished to Cornerstones of Care by Client in connection with the provision and performance of the Services and any and all materials, records and data containing Confidential Information, including in each case all copies thereof regardless of form, format or medium, are and will remain the sole property of Client.

SECTION 8. GENERAL PROVISIONS.

8.1 Force Majeure. No party will be liable or responsible to the other party, or be considered to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control ("Force Majeure Event"). The impacted party will give notice within three days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The impacted party will use diligent efforts to end the failure or delay and ensure the effects of the Force Majeure Event are minimized. The impacted party will resume the performance of its obligations as soon as reasonably practicable after the removal of the cause of the Force Majeure Event.

8.2 Binding Nature of Agreement; Assignment. All the terms and provisions of this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors, and permitted assigns. Cornerstones of Care may not assign or transfer to any third party any of its rights or obligations hereunder without the prior written consent of Client.

8.3 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors and permitted assigns and it is not the intention of the parties to confer third-party beneficiary rights upon any other individual or entity.

8.4 No Exclusive Agreement. This is not an exclusive agreement. Client is free to engage others, and Cornerstones of Care is free to accept engagement by others, to provide and perform services the same as or similar to the Services.

8.5 Notices. All notices or other communications required or permitted under this Agreement must be in writing and will be considered given when delivered by (i) by overnight courier service, with proof of delivery; (ii) certified or registered mail, with proof of delivery; or (iii) by email, with confirmation of receipt, using the recipient party's address or email address set forth in the Services Agreement. A party may change its address or email address by notice to the other party in accordance with this section.

8.6 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, with respect to that subject matter. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof. If any provision contained in the Services Agreement conflicts with any provision contained in these Terms and Conditions, the provision contained in the Services Agreement will govern.

8.7 Amendment. This Agreement may be amended and the terms hereof may be waived only by a written instrument signed by both parties or, in the case of a waiver, by the party waiving compliance.

8.8 No Waiver. No failure or delay by any party in exercising any

right, power or privilege hereunder will operate as a waiver of any right, power or privilege hereunder. No waiver of any default on any one occasion will constitute a waiver of any subsequent or other default. No single or partial exercise of any right, power or privilege will preclude the further or full exercise thereof.

8.9 Severability. The provisions of this Agreement will be considered severable, and the invalidity or unenforceability of any one or more of the provisions hereof will not affect the validity and enforceability of the other provisions hereof.

8.10 Remedies. Except as otherwise provided herein, the rights and remedies of the parties with respect to failure of a party to comply with the terms of this Agreement are not exclusive, the exercise thereof will not constitute an election of remedies and the aggrieved party will in all events be entitled to seek whatever additional remedies may be available in law or in equity.

8.11 Publicity. Neither party will use any trademark, name or logo of the other party in any publicity release, advertising or other promotional activity without the prior written consent of the other party.

8.12 Consent to Conduct Business Electronically. Either or both parties may use electronic records and electronic signatures for the execution and delivery of this Agreement and in connection with the matters contemplated by this Agreement. Except as otherwise specifically set forth in this Agreement, the parties may use and rely upon electronic records and signatures for all agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with this Agreement.

8.13 Construction; Additional Definitions. In interpreting and construing this Agreement, unless expressly stated herein to the contrary or the context requires otherwise: (i) all captions, headings and similar terms are for convenience of reference only; (ii) "herein," "hereof," "hereunder," "hereby" and similar terms refer to this Agreement as a whole; (iii) terms used in the plural include the singular and vice versa; (iv) reference to any document means the document as amended or modified and as in effect from time to time; (v) "including," "include," "includes" and variations thereof will be construed as if followed by the phrase "without limitation"; (vi) "or" and "any" have the inclusive meaning represented by the phrases "and/or" and "any or all", respectively; (vii) reference to an article, section, schedule or exhibit is to an article, section, schedule or exhibit, respectively, of this Agreement; (viii) "day" means "calendar day" and when calculating a period of time, the day that is the initial reference day in calculating the period will be excluded; (ix) "law" means any foreign, federal, state or local law, statute, standard, code, ordinance, rule, regulation, promulgation or any order by any governmental authority; (x) "governmental authority" means any government or governmental or regulatory body thereof, or political subdivision thereof, whether federal, state, local or foreign, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private); (xi) "party" and "parties" means each or all, as appropriate, of the persons who have executed and delivered this Agreement; (xii) "person" means any individual, sole proprietorship, partnership, corporation, joint venture, limited liability company, estate, trust, unincorporated organization, association or other entity or governmental authority; and (xiii) "nonparty affiliates" means, with respect to a party, the affiliates and the members, partners, stockholders, trustees, directors, managers, officers, employees, consultants, advisors representatives, agents and subcontractors, as applicable, of the party and its affiliates. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.