

SERVICE AGREEMENT

Metropolitan Education & Healthcare Services Agreement (the "Agreement") is made as of July 1, 2020 by and between MetroEHS / Dearborn Speech & Sensory Center, Inc, a Michigan Corporation (hereinafter "MetroEHS" or "Contractor"), whose address is 44670 Ann Arbor Road, W Suite 130, Plymouth, MI 48170, and **Multicultural Academy** (hereinafter "Client" or "School District") whose business address is 5550 Platt Road, Ann Arbor MI 48108.

RECITALS

WHEREAS, the Client requires licensed speech-language pathologist(s) to provide speech therapy, licensed occupational therapist(s) to provide occupational therapy, licensed physical therapist(s) to provide physical therapy, certified school social worker(s) to provide school social work services, licensed psychologist(s) to provide psychology services, certified special education teacher(s) to provide special education teacher services to students within school and building locations determined by Client;

WHEREAS, MetroEHS is a provider of speech-language pathology services, occupational therapy services, physical therapy services, social work services, psychology services and special education teacher services by licensed speech-language pathologist(s), occupational therapist(s), physical therapist(s), school social worker(s) and certified psychologist(s) and special education teacher(s);

WHEREAS, the Client and MetroEHS desire to enter into an independent contractor relationship whereby MetroEHS will be engaged to provide speech-language pathology, occupational therapy, physical therapy, social work, psychology and special education teacher services within those buildings identified by Client.

THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Engagement. The Client hereby engages MetroEHS and MetroEHS accepts such engagement to serve as an independent contractor to provide the services of one or more licensed speech and language pathologist, occupational therapist, physical therapist, school social worker and one or more certified psychologist and special education teacher to the students of the Client as set forth in this Agreement, for the consideration and upon the terms and conditions set forth in this Agreement. If a Criminal background/fingerprint request is made, the fee will be invoiced to Client, since state laws are dictating that each school have criminal results sent to their facilities and MetroEHS legally cannot request these documents.

2. Relationship. The relationship between MetroEHS and the Client shall be that of independent contracting parties. MetroEHS shall be self-directed in providing its services under the terms of this Agreement. MetroEHS shall determine its own methods and manner of performing the Services under this Agreement within the overall policies established by the Client, as they may be amended from time to time, and within the buildings or locations designated by the Client. MetroEHS shall at no time represent itself or any of its employees and/or independent contractors, to be an employee, servant, or agent of the Client.

3. Term. The term of this Agreement shall commence on July 1, 2020 (the "Effective Date") and shall expire at the end of the 2020-2021 school year. This Agreement may only be extended or renewed upon the mutual written agreement of the parties, signed by authorized representatives of both parties listed herein.

4. Compensation to Contractor. During the Term of this Agreement, the Client agrees to purchase and shall pay MetroEHS an hourly rate of:

- Sixty-eight (\$68) per hour, for not less than a minimum of four (4) hours each time a SLP therapist is called out to the location for Speech-Language Pathology services.
- Sixty (\$60) per hour, for not less than a minimum of four (4) hours each time a Social Worker is called out to the location for SSW services.

Services provided in excess of any of the minimums listed above will be charged at the respective hourly rates listed above. In addition, MetroEHS will invoice Client for any diagnostic protocols, particularly for school psychology testing, as these testing booklets become direct property of the schools. MetroEHS shall invoice the Client every week for services provided, which invoice will include all minimum commitments along with any additional services provided. Client shall pay each invoice within thirty (30) calendar days of receipt of the invoice. Client further agrees to pay a \$35 fee per month-assessed charge on any unpaid invoice of more than 30 days. This assessment shall be compounded and continue as long as any balances remain unpaid to MetroEHS, in excess of thirty (30) calendar days.

5. Insurance. MetroEHS acknowledges and agrees that it shall procure and maintain commercial general liability insurance with the minimum limits of one million (\$1,000,000) per occurrence. MetroEHS, may, at its option, bring its obligation to insure under this Paragraph within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise provided for. In addition, client agrees to procure and maintain throughout the term of this Agreement a Certificate of Insurance naming MetroEHS as an additional insured on a general liability insurance policy with the same minimum limits listed above.

6. No Authority to Contract. This Agreement does not create any partnership, joint venture, joint employment or other similar relationship between the Client and MetroEHS and MetroEHS shall have no authority to commit the Client to any contract or obligation.

7. Non-Solicitation. The Client agrees that it will not solicit, recruit, employ, or contract any employee and/or independent contractor of MetroEHS who has provided services to Client and/or who has met with anyone within the clients building or any other locations they are in charge of under this Agreement. This restriction shall remain in effect throughout the term of this Agreement and shall survive the termination of this Agreement, and will continue for one (1) year following the last services provided to Client by MetroEHS. Client agrees that MetroEHS may not be adequately compensated for damages resulting from a breach of this paragraph, and if such breach occurs by Client, Client agrees that MetroEHS shall be entitled to injunctive relief, specific performance, liquidated damages in the amount of twenty-five thousand (\$25,000) dollars, and any other remedies available at law or in equity.

8. Nondiscrimination. MetroEHS shall not discriminate against any Client's students or staff members on the basis of race, color, religion, national origin, sex, age, height, weight, marital status or disability, and MetroEHS agrees to comply with all federal, state and local laws or ordinances pertaining to nondiscrimination.

9. Miscellaneous.

(a) Complete Agreement/Modification. This Agreement constitutes the complete agreement between the parties and supersedes and replaces all prior negotiations and agreements. There are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements whether express or implied other than those expressly set forth or incorporated herein or made in writing, signed by the authorized representatives of both parties. This Agreement may not be modified unless in writing, signed by authorized representative of both parties.

(b) Governing Law; Forum. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Michigan.

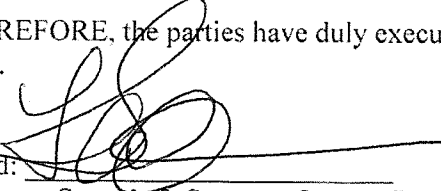
(c) No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties to this Agreement. Nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental entity or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.


(d) No Waiver. The failure of any party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.

(e) Severability. If any provision(s) of this Agreement, or its application to any party under this Agreement, is/are determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement.

(f) Force Majeure. In the event and to the extent either Party is unable to perform its obligations under this Agreement because of any act of nature, civil disobedience, fire, flood, riot, war, terrorist attack, picketing, strike, lockout, work stoppage, loss of facilities, governmental action, or any condition or cause beyond such Party's control, such Party shall be excused from performance of this Agreement; however, any monies owed to MetroEHS for services rendered to that date, must be paid by Client.

WHEREFORE, the parties have duly executed this Agreement on the day and year executed above.

Signed:   
Dearborn Speech & Sensory Center, Inc.  
By: Lori Shaffer  
Its: President & CEO  
Date: 10/7/2020

Signed:   
Multicultural Academy  
By: Terry Farha  
Its: MANAGEMENT COMPANY - GM  
Date: 10/7/2020