

COOPERATIVE AGREEMENT

by and between
Elida Local Schools
And
Code2College, Inc.

This cooperative agreement is agreed and entered into by and between Elida Local Schools ("District") and Code2College, Inc. ("Company") for program services to be provided for Elida Local Schools ("District"), and is effective upon full execution.

WHEREAS, Company wishes to provide programs and services for District at its school This Cooperative Agreement ("Agreement") is entered into by and between Elida Local Schools ("District") and Code2College, Inc. ("Company") for program services provided to District students and is effective upon full execution.

WHEREAS, Company is supported by contributors and sponsors; and

WHEREAS, District recognizes and appreciates the benefits to be derived from providing such services;

NOW, THEREFORE, District and Company agree as follows:

1. Term of Agreement: This Agreement covers the period beginning October 20, 2026 ("Start Date"), and ending June 30, 2027 ("End Date") and becomes effective upon full execution. This Agreement may be extended by written agreement executed by both parties before its expiration.

2. Funding and Monitor Invoicing: Program services will be provided at no cost to participating students.

District will identify and provide an on-site monitor to support scheduled in-person program sessions. Company will reimburse District for monitor services at a rate of **\$40 per hour** for hours worked in support of the program and approved by Company.

District will submit an itemized invoice to Company monthly. Each invoice must include:

- The monitor's name;
- The dates services were provided;
- The number of hours worked on each date;
- An itemized description of the services provided broken down by hours and days; and
- The total amount due, calculated at \$40 per hour.

Company will pay each complete and accurate invoice within thirty (30) days of receipt. Hours outside scheduled program sessions must be approved by Company in writing before they are worked.

District will remain responsible for paying the monitor and administering any applicable payroll withholding, taxes, and benefits.

3. Services: The District will conduct the following programs, lessons, activities, etc. at an affiliated campus ("Program Site"):

- a) Deliver technical skills instruction twice weekly on days to be mutually agreed upon by District and Company during the 2026-27 school year, excluding holidays or when Elida Local Schools is not in session or the Program Site is closed;
- b) Hold monthly professional development and mentorship sessions;
- c) Provide guidance on the development of a technical portfolio; and
- d) Select students who successfully complete the school-year program to interview for paid, project-based summer internships.

4. Space and Equipment: District will provide access to facilities for Company representatives and participating students in accordance with District policies and practices and as reasonably approved by District administrators.

District agrees to provide the following facilities and equipment at no charge:

- **Program space:** Computer labs or classrooms sufficient to accommodate the mutually agreed-upon number of participating students.
- **Technology:** Access to a computer for each participating student and internet connectivity sufficient for program activities.
- **Audiovisual equipment:** A multimedia projector, compatible connection equipment, and a projector screen or suitable blank wall when needed for in-person or virtual instruction.

5. Supervision: Program instruction and oversight will be under the direction and responsibility of Company. Company agrees to secure signed parent or guardian permission for participating students.

District will ensure that its designated monitor is present during each scheduled in-person program session. The monitor will support on-site student supervision, access to the designated space and technology, and coordination with Company staff. Any additional monitor responsibilities will be agreed upon in writing by District and Company.

6. Criminal History Record Information: Company will ensure that all employees, interns, volunteers, and subcontractors providing services under this Agreement complete the background checks and clearance procedures required by applicable law and District policy before beginning services.

Company will not assign any individual whose criminal history or clearance status prohibits that individual from providing services in District facilities or working with participating students.

If an individual providing services on behalf of Company fails to meet these requirements, Company will immediately remove that individual from program activities and District property upon becoming aware of the issue or receiving notice from District. The individual may not resume services or enter District property in connection with this Agreement unless District authorizes their return and all applicable requirements have been satisfied.

7. Termination of Agreement: Either party may terminate this Agreement by providing the other party with at least ten (10) days' written notice specifying the effective date of termination.

Upon termination, District will submit a final itemized invoice for approved monitor services performed through the effective termination date. Company will pay amounts properly due under Section 2 within thirty (30) days of receiving a complete and accurate final invoice.

If to District:	Attention to:	
	AND	
	Email:	
	Phone:	
	Address:	4380 Sunnydale Ave
	City, State, Zip	Elida, OH 45807

If to Company:	Attention to:	Matthew Stephenson
	Email:	matt@code2college.org
	Phone:	917-589-0847
	Address:	11801 Domain Blvd.
	City, State, Zip	Austin, TX 78758