Presence

Service Order

Customer Name and Contact Information

Name: Sandridge School District 172
Address: 2950 GLENWOOD DYER RD Lynwood, IL

Customer Primary Point of Contact

Name: Kim Nalls
Email Address: knalls@sandridgesd172.net

Customer Secondary Point of Contact

Name:
Email Address:

PresenceLearning Contact Information

Name: Kelly Wright
Email Address: kelly.wright@presence.com

Service Order

1. Services

Service	Weekly Hours	Price per Service
Weekly Dedicated SLP Hours		$84.00
Weekly Dedicated SLP Supervision Hours		$99.00
Weekly Dedicated SLP Hours - Short-term Leave		$107.00
Weekly Dedicated SLP Hours - Bilingual		$99.00
Weekly Dedicated SLP Hours - AAC		$92.00
Weekly Dedicated SLP Hours - DHH		$92.00
Weekly Dedicated SLP Hours - ASL		$92.00
Weekly Dedicated SLP Hours - Visually Impaired		$92.00
Weekly Dedicated OT Hours		$79.00
Weekly Dedicated OT Supervision Hours		$95.00
Weekly Dedicated OT Hours - Short-term Leave		$103.00
Weekly Dedicated OT Hours - Bilingual		$95.00
Weekly Dedicated BMH Hours		$79.00
Weekly Dedicated BMH Hours - Bilingual		$95.00
Weekly Dedicated BMH Hours - Short-term Leave		$103.00
Weekly Dedicated Individual Mental Health Counseling Hours		$79.00
Flexible Hourly BMH Services		$87.00
Flexible Hourly BMH Services - Bilingual		$105.00
Flexible Hourly BMH Services - Short-term Leave		$114.00
Flexible Hourly Individual Mental Health Counseling Services		$87.00
Flexible Hourly OT Services		$87.00
Flexible Hourly OT Services - Short-term Leave		$114.00
Flexible Hourly OT Services - Bilingual		$105.00
Flexible Hourly OT Supervision		$105.00
Flexible Hourly SLP Services		$91.00
Flexible Hourly SLP Services - AAC		$102.00
Flexible Hourly SLP Services - ASL		$102.00
Flexible Hourly SLP Services - Bilingual		$110.00
Flexible Hourly SLP Services - DHH		$102.00
Flexible Hourly SLP Services - Short-term Leave		$119.00
Flexible Hourly SLP Supervision		$110.00

Service	Weekly Hours	Price per Service
Flexible Hourly SLP Services - Visually Impaired		$102.00

2. SLP Assessments

Service	Weekly Hours	Price per Service
Screening by SLP		$75.00
Bilingual Screening by SLP		$125.00
Evaluation Coordination and Results Summary by SLP		$265.00
Evaluation Coordination and Results Summary by Bilingual SLP		$300.00
Review of Records by SLP		$125.00
Articulation Standard Assessment by SLP		$110.00
Auditory Processing Select Subtests by SLP		$120.00
Early Childhood Language Assessment by SLP		$165.00
Fluency Standard Assessment by SLP		$150.00
Language Select Subtests by SLP		$73.00
Language Standard Assessment by SLP		$215.00
Pragmatic Language Standard Assessment by SLP		$125.00
Phonological Process Analysis Select Subtests by SLP		$63.00
Phonological Processing Assessment by SLP		$110.00
Supplemental Language Screener by SLP		$58.00
Spanish Language Standard Assessment by SLP		$215.00
Spanish Language Select Subtests by SLP		$90.00
Spanish Auditory Processing Select Subtests by SLP		$122.00
Additional Bilingual Assessment Component by SLP		$90.00
Spanish Articulation Measures (SAM) by SLP		$85.00
Spanish Articulation Standard Assessment by SLP		$100.00
Additional Language Subtest by SLP		$73.00
Extended Coordination by SLP		$63.00
Language Difference vs. Disorder Analysis by SLP		$94.00
Unplanned Student Absence SLP		$50.00
Parent Interview by SLP		$63.00
Teacher Interview by SLP		$63.00
Student Interview by SLP		$63.00
Results Meeting by SLP		$125.00
Bilingual Evaluation: Special Considerations		$33.00
Desired Results Development Profile Component-DRDP (CA only)		$125.00
Rating Scale Assessment by SLP		$125.00
AAC Evaluation: Special Considerations		$33.00
AAC: Device analysis		$63.00

Service	Weekly Hours	Price per Service
AAC: Device trial		$33.00
AAC: Feature matching trials		$33.00
Speech-Language Sample by SLP		$125.00
Observation by SLP		$95.00

3. OT Assessments

Service	Weekly Hours	Price per Service
Screening by OT		$73.00
Review of Records by OT		$124.00
Standard School-Related-ADL Assessment by OT		$97.00
Standard Sensory Processing Assessment by OT		$30.00
Standard Motor Skills Assessment by OT		$123.00
Standard Visual Perception Assessment by OT		$97.00
Standard Preschool Assessment by OT		$153.00
Additional Assessment Component by OT		$73.00
Extended Coordination by OT		$63.00
Informal Fine Motor Assessment by OT		$80.00
Unplanned Student Absence OT		$50.00
Parent Interview by OT		$63.00
Teacher Interview by OT		$63.00
Student Interview by OT		$63.00
Results Meeting by OT		$124.00
Evaluation Coordination and Results Summary by OT		$265.00
Observation by OT		$93.00

4. BMH Assessments

Service	Weekly Hours	Price per Service
Additional Assessment by MHP/Ed Diag		$311.00
Additional Requested Paperwork by MHP/Ed Diag		$78.00
Extended Coordination by MHP/Ed Diag		$83.00
Results Meeting by MHP/Ed Diag		$160.00
Screening by MHP/Ed Diag		$172.00
Review of Records by MHP/Ed Diag		$279.00
Rating Scale Assessment by MHP/Ed Diag		$217.00
Evaluation Coordination and Results Summary by MHP/Ed Diag		$295.00
Additional Requested Meetings by MHP/Ed Diag		$78.00
Functional Behavior Assessment by MHP/Ed Diag		$429.00
Intervention Data Analysis by MHP/Ed Diag		$78.00

Service	Weekly Hours	Price per Service
Parent Interview by MHP/Ed Diag		$78.00
Student Interview by MHP/Ed Diag		$78.00
Teacher Interview by MHP/Ed Diag		$78.00
Unplanned Student Absence MHP/Ed Diag		$75.00
Observation by MHP/Ed Diag		$162.00

5. Psychoeducational Assessments

Service	Weekly Hours	Price per Service
Review of Records by MHP/Ed Diag		$279.00
Cognitive Select Subtests		$187.00
Processing Select Subtests		$201.00
Achievement Select Subtests		$140.00
Rating Scale Assessment by MHP/Ed Diag		$217.00
Achievement Standard Battery		$279.00
Long Cognitive Battery		$345.00
Additional Assessment by MHP/Ed Diag		$311.00
Processing Standard Battery		$361.00
Additional Requested Meetings by MHP/Ed Diag		$78.00
Schoolwide Consultation		$79.00
Short Cognitive Battery		$181.00
Spanish Select Subtests		$320.00
Spanish Battery		$408.00
Screening by MHP/Ed Diag		$172.00
Additional Requested Paperwork by MHP/Ed Diag		$78.00
Functional Behavior Assessment by MHP/ Ed Diag		$429.00
Intervention Data Analysis by MHP/Ed Diag		$78.00
Parent Interview by MHP/ Ed Diag		$78.00
Student Interview by MHP/Ed Diag		$78.00
Teacher Interview by MHP/Ed Diag		$78.00
Unplanned Student Absence MHP/Ed Diag		$75.00
Extended Coordination by MHP/Ed Diag		$83.00
Results Meeting by MHP/Ed Diag		$160.00
Additional Requested Meetings by MHP/Ed Diag		$78.00
Evaluation Coordination and Results Summary by MHP/Ed Diag		$295.00
Observation by MHP/Ed Diag		$162.00

Document Camera	$90.00 (each)

Service Order

Total Weekly Dedicated Hours	0.00	$0.00

School Service Weeks	16.00

SLP Assessments Commitment OT Assessments Commitment BMH Assessments Commitment Bilingual SLP Assessments Commitment	0

Psychoeducational Assessment Commitment	$12,000.00

Implementation Fee	$600.00

Estimated Annual Service Coordination Fee	%	

Estimated Annual Program Fee	$12,600.00

Annual Dedicated Hours Cost	$0.00

Service Order Term	December 18, 2023 through May 29, 2024

Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement").

The parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.	Customer Sandridge SD 172
By:	By: Kim Nalls
Name:	Name: Kim Nalls
Title:	Title: Superintendent
Date:	Date: 1.8.24

EQUIPMENT PURCHASE SCHEDULE

This Equipment Purchase Schedule (the "Equipment Purchase Schedule") is incorporated and made part of the Master Services Agreement (the "MSA") between Presence and Customer and lists the terms and conditions upon which Customer may purchase hardware, Test Kits, OT Kits and materials (collectively "Equipment") from Presence. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

1. Hardware Available for Purchase. Customer may, at Customer's option, purchase the hardware set forth below at the purchase prices set forth opposite each hardware type (note that the listed prices do not include any applicable tax or shipping costs):

Equipment Type	Price per unit
Standard webcam with tripod	$49.00
ANDREA Over Ear USB headset	$29.00
ANDREA 455 Stereo headset	$25.00
ANDREA Y-100B Splitter	$5.00
ANDREA USB Sound Card Adapter	$14.00
Document Camera	$90.00

Customer is not restricted from purchasing hardware from any other vendor or any third-party. A list of the recommended hardware providers and specifications is provided at https://presencelearning.com/tech-requirements/.

2. WISC-V and WAIS-IV Kits.

2.1 Purchase of WISC-V Kits and/or WAIS -IV Kits. If Customer has access to WISC-V and/or WAIS-IV assessments, Customer may purchase WISC-V and/or WAIS-IV test kits (each, a "Test Kit") from Presence. Test Kits are not included in the price of the assessments. Each Test Kit comes with one (1) set of Block Design Blocks and one (1) Block Design Stimulus Book for use in connection with the WISC-V and/or WAIS-IV assessments. Prices of the Test Kits will be reflected in the Service Order entered into at the time the Test Kits are to be purchased.

WISC-V / WAIS -IV	Price per unit
Block Design only Stimulus Book	$11.00
Block Design Blocks	$46.00

2.2 Tracking and Return of Kits. Customer understands and acknowledges that the Test Kits are considered trade secrets by their respective publishers and will make commercially reasonable efforts to retrieve the Test Kit from each student who received one. After a Test Kit has been used by a student, Customer must arrange for the return of the Test Kit directly to Customer. On a quarterly basis, Customer will acknowledge and confirm to Presence that the Test Kits are in Customer's possession (in a mutually agreed upon manner). At no time will a Test Kit remain in the possession of a Customer's student once it has been used.

3. OT Kits. Customer may purchase Occupational Therapy Kits (each, an "OT Kit") for a fee of $85.00 per OT Kit. Each OT Kit includes materials that may be utilized in occupational therapy sessions.

4. Delivery and Delivery Address; FOB; Delivery Dates; Received and Accepted.

4.1 Delivery and Delivery Address. Presence will ship Equipment to the addresses provided by Customer. Customer is solely responsible for providing the correct shipping address for each addressee that is to receive the Equipment. If Customer provides an incorrect address, then Customer will purchase replacement Equipment that

will be delivered to the correct address. If Equipment is misdelivered due to Presence's error, Presence will promptly ship replacement Equipment to the correct address at no cost to Customer.

4.2 FOB. Presence shall ship and deliver the Equipment FOB destination, and the title to and risk of loss of the Equipment will pass to Customer upon delivery.

4.3 Delivery Dates. All delivery dates are approximate. Presence shall not be liable for any losses, damage, penalties or expenses for failure to meet any expected delivery date.

4.4 Received and Accepted. Equipment is deemed received and accepted upon delivery to the address provided by Customer.

5. Inspection of Goods. Customer has the right to examine the Equipment upon receipt and has 3 days in which to notify Presence of any claim for damages based on the condition of the Equipment. Such notice must specify in detail the particulars of the claim. Failure to provide such notice within the requisite time period constitutes irrevocable acceptance of the equipment. Defective Equipment must be returned to Presence in accordance with accepted trade practices.

6. Fees; Payment. Customer agrees to pay for the Equipment according to the terms set forth in the applicable Service Order. Customer is responsible for all taxes and shipping, which fees may vary based on shipment destination.

7. Disclaimer of Warranty. Presence is not the manufacturer of the Equipment and the Equipment is being sold "as is," and Presence disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for a particular purpose.

8. Delay or Failure to Perform. Presence will not be liable to Customer for any delay, non-delivery or default due to labor disputes, transportation shortage, Acts of God, or any other causes outside of Presence's control. Presence shall notify Customer immediately upon realization that it will not be able to deliver the Equipment as promised.

CLINICAL SERVICE SCHEDULE

This Clinical Service Schedule ("Clinical Service Schedule") is incorporated and made part of the Master Services Agreement ("MSA") between Presence and Customer and lists the terms and conditions for Clinical Services. Capitalized terms not defined in this Clinical Service Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Clinical Service Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. **Clinical Services.** This Clinical Service Schedule lists the clinical discipline of the services Customer may purchase, referenced by discipline type, which services may be purchased on an hourly or annual basis (other fees may apply), and include direct clinical therapy, indirect clinical services, IEP development, and attendance to meetings via the Platform (collectively, "Clinical Services").

2. **Fee and Payment Terms.** Customer shall pay all Fees specified in the applicable Service Order for Clinical Services. Fees are due and payable net thirty (30) days from date of invoice. Fees for Clinical Services include the use of Platform for Customer's student users and staff (collectively, "Authorized Users").

2.1. Weekly Dedicated Hours. Beginning on a mutually agreed date through the end of the Service Order Term, Customer will be charged for a specified number of hours per week that Presence will make clinicians available to provide Clinical Services. Customer may reduce the number of weekly dedicated hours upon sixty (60) days' notice to Presence.

2.2. Flexible Hours. The Service Order may provide for flexible hours for a particular Clinical Service, the fee for which shall be based on a per hour, per Clinician basis. If Customer cancels a session with less than 24 hours advance notice, a session does not occur due to a student absence, or if a student fails to attend a session (each such instance, an "Unplanned Student Absence"), Customer agrees to pay Presence (i) if the Unplanned Student Absence is from a therapy session, the applicable rate for the duration of such therapy session or (ii) if the Unplanned Student Absence is from an assessment, the applicable fee shall be $20.00 for an SLP assessment, $20.00 for an OT assessment, or $30.00 for a BMH or Psychoeducational Assessment.

2.3. Assessments. If applicable, the Service Order may specify that Presence will provide educational assessments (e.g., Psychoeducational, OT, speech, etc.). The applicable fees for assessments will be set forth in the Service Order.

2.4. Assessment Commitment. Except with respect to Psychoeducational Assessments, if applicable, the Service Order may specify the minimum number of initial assessments for which payment is due at the end of the Service Order Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Service Order Term, Presence will reconcile the Assessment Commitment with actual initial assessments given, and Customer will be invoiced an amount equal to price of an ECAR as specified in the Service Order multiplied by the number of initial assessments that were not conducted.

2.5. Psychoeducational Assessment Commitment. If applicable, the Service Order may specify a minimum fee for Psychoeducational Assessments for which payment is due at the end of the Service Order Term (such payment, the "Psychoeducational Assessment Commitment Fee"). At the end of the Service Order Term, Presence will reconcile the Psychoeducational Assessment Commitment Fee with the actual Psychoeducational Assessment fees billed, and Customer will be invoiced for the difference between the Psychoeducational Assessment Commitment Fee and the actual Psychoeducational Assessment fees billed.

2.6. Program Implementation Fee. Each Service Order will include a non-refundable Program Implementation Fee for technology onboarding, Clinician onboarding, training onsite support, developing procedures and gathering data to create service handbooks, review and data input of student referrals, assigning students to appropriate Clinicians, and scheduling student services.

2.7. Service Coordination Fee. Beginning in the second calendar month of the Service Order Term, each monthly invoice will include a non-refundable Service Coordination Fee for ongoing scheduling and referral management, support for school personnel, and district-level communication to providers.

3. **Platform Access and Use.** The Clinical Services are provided and delivered through the Platform. The Platform enables engagement between Authorized Users, Customer's support staff and administrators overseeing the

Services (collectively, "Staff"), and Presence's clinical providers (each, a "Clinician", and, collectively, "Clinicians"). During the Service Order Term, Presence grants Customer, its Authorized Users, and Staff a limited, non-exclusive, revocable, non-sublicensable, non-transferable, royalty-free, right and license to use and display the Platform.

4. **Clinicians.**

4.1. Credentials and Clearances. For each Clinician assigned to Customer, Presence has verified clinicians' qualifications to provide services, as applicable, within the Customer's state. If Customer requires additional verifications or credentials (such as district fingerprinting or Board of Education certifications), all of which will be conducted at Customer's sole expense. Customer must inform Presence and provide all necessary information or instructions with respect to such additional verifications or certifications to Presence in a timely manner.

4.2. Background Checks. Presence conducts yearly background checks, which include criminal background checks and U.S. Registered Sex Offender registry checks, on all its employees and Clinicians. If Customer requires additional clearances such as FBI Fingerprinting, except in the states of California and Texas, all such additional clearances will be conducted at Customer's sole expense. Customer will provide all necessary information or instructions with respect to such additional clearances to Presence in a timely manner.

4.3. Clinician Availability; Supporting Documentation. Presence will use commercially reasonable efforts to provide the Clinical Services throughout the Term. Customer agrees to provide all pertinent school records in a timely manner to enable Presence to begin Clinical Services.

4.4. Primary Support Person. Customer agrees to provide an adult primary support person (a "PSP") wherever the services are being delivered. The duties and responsibilities of the PSP can be found at https://presencelearning.com/welcome-primary-support-person/.

PLATFORM LICENSE SCHEDULE

This Platform License Schedule ("Platform License Schedule") is incorporated and made part of the Master Services Agreement ("MSA") between Presence and Customer and lists the terms and conditions for the Platform License. Capitalized terms not defined in this Platform License Schedule shall have the meaning set forth in the MSA. In the event of a conflict between this Platform License Schedule and the MSA, unless specifically referenced herein, the MSA shall govern.

1. **Definitions.** With respect to all Services provided pursuant to this Platform License Schedule, the following terms shall have the meanings set forth below:

"Authorized Users" or "Authorized User" means Customer's teachers or staff who are recruited, managed, and employed or contracted by Customer, and for whom a license is purchased.

"Improvement" means any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment or expansion to or arising from a work, or any other form in which a work or any part thereof, may be recast, transformed, or adapted.

"Personal Information" and/or "PI" means information that can identify a specific individual.

"Student Data" means any PI belonging to a Student User.

"Student User" or "Student Users" means the Customer's students currently enrolled at Customer's organization.

"Telehealth Institute" means proprietary self-guided training modules.

"Therapy Room" means a clinician-specific, web-based, private online room on the platform only accessible by specific link controlled by the clinician to whom a virtual therapy room is assigned.

2. **License.**

2.1 License Grant. During the Service Order Term (as such term is defined in the Service Order), Presence grants to Customer a limited, non-exclusive, revocable, non-sublicensable, royalty-free, license for each Authorized User to use and display the Platform (the "License").

2.2 Business Use. Customer agrees that it will inform and instruct its Authorized Users that the Platform and Presence Intellectual Property are solely and exclusively to be used for the benefit of the Customer and Customer's Student Users ("Business Use"). Authorized Users may not use the Platform or any Presence Intellectual Property for personal or independent business purposes. The use of the Platform and/or Presence Intellectual Property for any purpose other than Business Use will constitute cause for immediate termination of this Platform License.

2.3 Disclosure of Improvements and Developments. Unless otherwise provided herein, Presence will have no obligation to disclose to Customer any Platform Improvements.

2.4 Acknowledgements. Customer acknowledges and agrees that Presence is in the business of commercially licensing the Platform and providing services relating to the Platform to third parties and that the Platform may contain errors. PRESENCE SHALL NOT HAVE ANY DUTIES OR RESPONSIBILITIES OTHER THAN THOSE SPECIFICALLY SET FORTH IN THE INCORPORATED DOCUMENTS AND NO IMPLIED OBLIGATIONS SHALL BE READ INTO THE INCORPORATED DOCUMENTS.

3. **Platform Fees.** The Annual Fee for use of the License shall be set forth in the Service Order and is non-refundable and payable within thirty (30) days of the signing of the Platform License Schedule.

4. **Service Options:**

Service Option	Description
Kanga - Starter	• Limited monthly access to Therapy Room, activities, and games. • Organizational and documentation tools and features. • Administrator Dashboard that enables one administrator to track usage of the account.
Kanga - Premier	• Unlimited access to Therapy Room, activities, and games. • Organizational and documentation tools and features. • Administrator Dashboard that enables one administrator to track usage of the account.
Kanga - Pro	All the benefits of the Kanga - Premier plus the ability for each Authorized User to administer up to 50 components/batteries of assessments per year. The selection of available assessments will be based on the administering Clinician's discipline.
Kanga - Elite	All the benefits of the Kanga Premier plus each Clinician will have unlimited access to all assessments within the Clinician's discipline, including, as applicable, all speech, cognitive ability, and academic assessments.
Kanga - Premier Academic Achievement (For SPED and Gen Ed teachers who only need access to assessments)	Access to Therapy Room and unlimited access to academic achievement assessments. Administrator Dashboard that enables one administrator to track usage of the account.

Customer may designate alternate Authorized Users for Kanga – Premier, Kanga – Pro, Kanga – Elite, and Kanga – Premiere Academic Achievement and, if applicable, all such Authorized Users will have access to assessments specific to their disciplines.

13.14. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A facsimile, PDF, or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

PRESENCELEARNING, INC:	**CUSTOMER:** Sandridge SD172
By: _____	By: Kim Nalls
Name: _____	Name: Kim Nalls
Title: _____	Title: Superintendent
Date: _____	Date: 1.8.24