

SY26 School-Based Speech Language Pathology Services

PROPOSAL

June 12, 2025

Submitted by **Imagine Learning LLC**

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Tempe, AZ 85281

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Attachment A: Basic Program Description

Basic Program Description. Include an overview of the proposed services, which will allow the district to determine the quality of services to be provided based on the Criteria for Evaluation of Proposals. Additional space and/or attachments may be used to describe your Basic Program Description. Be sure to answer each area thoroughly.

Imagine Learning LLC respectfully submits this proposal in response to the **RFP for SY26 School-Based Speech Language Pathology Services**. We understand that Ocean Springs School District (“OSSD” or the “District”) seeks speech language pathology services, including direct treatment, indirect treatment, and related consultations. To meet the needs of OSSD as outlined, Imagine Learning proposes its **Speech Language Teletherapy Services**. An overview of the proposed services and point-by-point responses to the Basic Program Description and Scope of Work requirements are included on the pages that follow.

Overview of Speech Teletherapy Services

Under the umbrella of Imagine School Services, Imagine Learning’s Speech-Language Teletherapy Services provide safe, secure teletherapy through a FERPA-compliant learning platform that allows students to engage fully with activities designed for optimal learning. Services are delivered by nationally certified and locally licensed speech-language pathologists (SLPs) who serve students identified as having a deficit in speech and / or language skills. All Imagine Learning speech services, including therapy sessions and individual evaluations, are virtual (via teletherapy).

The Company employs state-licensed and nationally certified teletherapists who are experienced in education and teletherapy. All therapists are employees of Imagine Learning (not contractors or subcontractors) and required to demonstrate expertise in providing virtual speech and language services, competence in collaborating with and coaching educators and families during the MTSS / RTI process, and proficiency with involvement in the screening and identification process of students who may need to be referred and formally evaluated as speech-impaired students through the special education process. A partnership with Imagine Learning for speech-language services can help the District:

- Address the shortage of certified and licensed SLPs.
- Guarantee that dedicated IEP minutes for each speech student are met.
- Identify and evaluate students who may need speech and / or language therapy.
- Meet all local, state, and federal special education compliance mandates.
- Offer educationally designed interventions that will address students’ IEPs.
- Provide transparency for stakeholders through a robust reporting system for speech and language therapy minutes provided (direct and indirect).



Customized Sessions

The federally mandated therapy sessions are customized to assist students in meeting the educational standards required for their grades and ability levels. Speech teletherapists who are experienced in school settings customize sessions for individual need. Today's students are comfortable with technology and love game-based activities. By utilizing technology in a fun and engaging way, speech teletherapy is exceptionally student-friendly and a proven platform for interactive learning, growth, and progress. For more information, visit our website: [Imagine Learning Speech Teletherapy](#).

Streamlined Administration and Case Management

Imagine Learning's dedicated team of qualified, nationally recognized speech pathologists will ensure students receive quality, evidence-based speech therapy services. Benefits include:

- A [safe, secure, and confidential teletherapy platform](#)
- Sourcing SLPs from one organization for ease in hiring, billing, management, and support
- Daily reporting of student progress and at-a-glance reporting of all compliance activities
- Seamless collaboration with school staff and support personnel

Imagine Learning's SLPs are equipped to handle all case management duties, including but not limited to IEPs, thorough documentation, progress monitoring, Medicaid billing, evaluation reports, consultations with teachers and parents, and more.

Please note that all therapists are fully virtual and can provide services to students from any location — in a brick-and-mortar school system or an online school (i.e., in-home services). However, all therapists are also locally-licensed professionals and hold all required credentials. Therapists can complete all tasks

associated with a student who has an Individualized Education Plan (IEP); full services provide all case management activities for compliance and direct therapy minutes as outlined in each student's IEP. We can service any District or school location virtually.

A. Describe best practice regarding Speech Language Pathology therapy in a school setting to include processes, intervention/therapy, and promoting access to the general curriculum for all students ages 3-21 recommended by the IEP committee.

There is a nationwide shortage of qualified speech-language pathologists (SLPs), making it challenging for schools to meet the needs of students requiring speech services. Imagine Learning has responded to the nationwide SLP shortage by developing a comprehensive teletherapy program that serves districts of all sizes. Research confirms that teletherapy is as effective as in-person therapy, helping districts overcome the challenges of local SLP shortages. Through engaging and collaborative technology, SLPs can deliver high-quality therapy from anywhere, focusing on activities that enhance students' speech and language skills to support academic progress.

Imagine Learning provides high-quality virtual speech services delivered by SLPs who are highly experienced educators that hold required degrees, certifications, and licenses. SLPs hold licensure in the state in which they reside and in the state in which they practice, as well as a Certificate of Clinical Competence (CCC) from the American Speech-Language-Hearing Association (ASHA).

Employing skilled, nationally certified and licensed SLPs with experience in both the special education/school-based and teletherapy space allows ease of implementation and establishment of functional speech services provided with fidelity to students. Students with speech-language challenges are at higher risk for academic difficulties and require speech and language goals/objectives that are aligned with the state standards for students to progress in their respective academic environments. Imagine Learning's materials and therapy techniques are evidenced-based and aligned with national and state standards. Materials are vetted against the ASHA evidence-based parameters prior to use with students.

Imagine Learning's speech teletherapy service offers the following:

- **Experienced SLPs:** Licensed in both their home state and the state they serve, holding their Certificate of Clinical Competence (CCC) from the American Speech-Language-Hearing Association (ASHA). We do not hire new graduates, clinical fellows, or assistants.
- **Consistent, High-Quality Services:** Aligned with educational standards and provided by the same therapist each week throughout the school year.
- **Full Integration into School Teams:** Therapists follow the school schedule, attend meetings, and manage all duties, easing the load for on-site SLPs.

- **Expert Case Management:** Knowledgeable in special education rules and regulations that govern eligibility and Individualized Education Programs (IEP) and can conduct all aspects of case management within the required legal parameters.
- **Real-Time Data Access:** Reviewable anytime to ensure federally mandated service minutes are met, with detailed activity logs of each minute spent in service to the district.
- **Transparent Billing:** Clear records where districts can see minutes the therapist spends on all daily tasks, as assigned.

The focus for all students is to provide consistent service delivery with the same service provider, in a collaborative manner, and with ongoing communication with teachers and parents for best possible student outcomes. Consistency – Collaboration – Communication are hallmarks at Imagine Learning. Each virtual SLP has school-based and teletherapy experience to ensure competent and focused services to students from the first day to the last day.

B. Describe your process to maintain student data to report progress (Results Driven Accountability) for educational benefit as outlined on the student's Individual Education Program (IEP) or Individualized Service Plan (ISP).

Imagine Learning maintains a rigorous and transparent process to monitor and report student progress aligned to the student's Individualized Education Program (IEP) or Individualized Service Plan (ISP), ensuring compliance with Results Driven Accountability (RDA) frameworks and a strong focus on educational benefit. Each student's therapy plan is rooted in their IEP/ISP goals and objectives. Our licensed Speech-Language Pathologists (SLPs) begin services by reviewing the plan, confirming goals, baselines, and accommodations. They then create a therapy roadmap aligned to these targets, which guides session content and measurable outcomes.

SLPs document every session using our secure, FERPA-compliant teletherapy platform. Documentation includes:

- Specific goals addressed
- Type and duration of service delivered
- Student performance notes and observations
- Quantifiable progress metrics (e.g., % of accuracy, level of prompting required)

This data is collected in real time and summarized weekly to ensure all IEP minutes and objectives are being addressed. SLPs use a combination of digital progress monitoring tools and professional judgment to generate formal progress updates aligned with IEP/ISP review periods and RDA timelines. Reports include baseline data comparisons, narrative summaries about student performance, visual data graphs (when applicable), and recommendations for continued services or adjustments. Our teams ensure

progress reports align with federal and state standards and are uploaded into the district's designated data systems according to timelines.

SLPs actively communicate with educators, parents, and service coordinators to ensure data is not only collected but meaningfully used to support educational benefit. This includes participating in IEP/Admission, Review, and Dismissal (ARD) meetings, interpreting data, and adjusting services in response to student needs.

Teletherapists will comply with all District requirements in terms of designated due dates for student progress monitoring, IEP documentation, evaluation reports, Medicaid billing (if applicable), and more. All special education paperwork will be completed in the District's designated special education system based on District procedures and requirements for compliance and due dates per special education process. Documentation of time billed also accompanies billing invoices if requested by the District.

C. Describe how you will provide specialized training and support for administration, teachers, and parents aligned with the individual student's disability and their IEP or ISP to promote progress in the educational environment, if requested to do so.

Imagine Learning's licensed and experienced SLPs do not provide formal professional development or training workshops as part of the Speech Teletherapy service model. However, our SLPs are deeply collaborative and responsive, and they provide individualized support to administrators, educators, and parents when needed to help ensure that each student's IEP or ISP is implemented effectively. Imagine Learning's SLPs are available to conduct consultations with parents, caregivers, staff, and other stakeholders as needed and under the direction of OSSD.

This includes:

- **Participating in IEP/ARD meetings** to provide input on goals, services, and student progress.
- **Consulting with teachers** on classroom accommodations or instructional strategies that align with the student's communication needs.
- **Collaborating with campus and district administrators** to ensure compliance with special education timelines and service delivery requirements.
- **Providing explanations and guidance to parents and caregivers** about therapy goals, techniques used, and how to support communication development at home.

When requested by the District, our SLPs are also available to provide **informal training or guidance** tailored to a student's disability or therapy plan—for example, walking a teacher through how to implement a specific communication strategy or answering administrator questions about teletherapy

progress monitoring. All support is student-centered, rooted in the IEP or ISP, and designed to promote student success in their educational environment.

D. Describe your evaluation process.

Imagine Learning's evaluation process is comprehensive, compliant, and customized to each student's needs as outlined in their IEP, referral, or district directive. All evaluations are conducted virtually by our state-licensed, ASHA-certified SLPs who are experienced in both school-based and teletherapy settings. Imagine Learning follows industry best practices for evaluating students for communication challenges. The process incorporates the following, as appropriate.

1. Review of Referral and Records

The evaluation process begins with a review of the student's referral, existing records, prior assessments, and any relevant classroom or teacher reports. This helps the SLP determine the appropriate assessment plan and tools.

2. Collaboration with the Multidisciplinary Team

The SLP consults with the student's teacher(s), case manager, and other specialists as needed to gather background information and functional performance data. Input from parents and caregivers is also incorporated to ensure a whole-child view.

3. Selection and Administration of Assessment Tools

A variety of standardized and non-standardized instruments are used, depending on the evaluation purpose and the student's needs. These may include:

- Standardized speech and language assessments
- Informal checklists and observations
- Dynamic assessments
- Language and articulation screeners
- Parent and teacher questionnaires

All assessments are conducted in compliance with IDEA, state regulations, and district guidelines. Imagine Learning speech-language pathologists have accounts with Q-Global and WPS, which provides standardized assessments, in electronic format, for use with students via telepractice. If the District partner requires that test protocols be provided after students are evaluated, the district will provide information and processes for where those protocols will be sent, how frequently they are to be sent, and

to whom. If the district is going to retain the protocols for documentation purposes, Imagine Learning will discuss with the district who will provide the hard copy protocols.

4. Analysis and Interpretation of Data

The evaluating SLP synthesizes assessment results, observation data, and input from team members to determine the presence of a speech-language impairment, its impact on educational performance, and whether eligibility for speech language therapy is warranted.

5. Documentation and Reporting

The SLP documents all direct and indirect case management activities in a secure virtual portal. Documentation related to evaluation includes the following, as appropriate and applicable:

- A description of assessment tools used
- Results and interpretation of scores
- Narrative analysis of functional communication skills
- Educational impact
- Recommendations for services and goals aligned with the IEP/ARD process

Reports of therapist activity can be run as requested.

6. Participation in IEP/ARD Meetings

The SLP presents findings and recommendations at the IEP/ARD or eligibility meeting and helps develop appropriate IEP goals. They are available to answer questions from staff and families and to adjust plans as needed.

E. Describe how you will ensure compliance with the requirements of the MDE State Board Policy 74.19 and IDEA in regards to the services outlined in the RFP.

Imagine Learning is fully committed to maintaining compliance with both Mississippi State Board Policy 74.19 and the Individuals with Disabilities Education Act (IDEA) in the delivery of our speech-language pathology services. Our virtual therapy model is grounded in legal and procedural alignment, ensuring that all services—whether evaluations, direct therapy, or case management—support the rights and needs of students with disabilities as defined under federal and state law.

All Imagine Learning SLPs who will provide services under this RFP are state-licensed in Mississippi and hold the Certificate of Clinical Competence (CCC) through the American Speech-Language-Hearing Association (ASHA). They are highly experienced in school-based service delivery and understand the compliance obligations associated with evaluations, service provision, and IEP implementation. In partnership with the District, Imagine Learning SLPs follow state and federal timelines for initial evaluations and re-evaluations, and they use both standardized and informal assessment tools to ensure comprehensive and individualized eligibility determinations. Collaboration with multidisciplinary teams, school staff, and families is central to this process, ensuring that decisions are made with full transparency and in the best interest of each child.

Once eligibility is determined, our team delivers services in accordance with each student's Individualized Education Program (IEP) or Individualized Service Plan (ISP), ensuring fidelity to the specified minutes, goals, and supports. Progress is documented consistently, and data is reported in a way that aligns with district expectations and supports educational benefit as required under Policy 74.19. The secure virtual platform is FERPA-compliant, ensuring student privacy while also supporting access to services in the least restrictive environment. Additionally, SLPs are available to participate in ARD/IEP meetings, respond to stakeholder questions, and adjust services when needed to ensure that student needs continue to be met effectively.

To further ensure compliance, Imagine Learning maintains a strong internal quality assurance process. Supervisors review documentation and progress reports, confirm service delivery logs, and oversee therapist adherence to both IDEA and state-specific regulations. Our team works closely with district partners to align with local procedures and data systems, and any issues are addressed proactively by our Related Services Director and designated account leadership. Through this structure, Imagine Learning ensures that every aspect of our speech-language service delivery is compliant, accountable, and focused on meaningful outcomes for students.

F. Describe how you will ensure compliance with the Ocean Springs School District Board of Trustees policies.

Imagine Learning complies with national, state, local, and district laws, regulations, and policies. All SLPs are highly qualified with experience collaborating with teachers, administrators, and parents in the education system. Prior to beginning services, the SLPs will familiarize themselves with District policies and procedures. They will maintain open communication with OSSD staff throughout the contract to ensure ongoing compliance.

Scope of Work

A. Provide best practice in current school-based therapy.

Imagine Learning's Speech Teletherapy Services provide safe, secure teletherapy through a FERPA-compliant learning platform. For more information, please see the [Overview of Speech Teletherapy Services](#).

B. Develop Individualized Education Programs (IEPs), Individualized Service Plans (ISPs) for Private Schools, and meet with school teams, including parents, to ensure compliance.

Experts in case management, the SLPs are knowledgeable in special education rules and regulations that govern eligibility and Individualized Education Programs (IEP) and can conduct all aspects of case management within the required legal parameters. The SLPs provide customized therapy sessions to assist students in meeting the educational standards required for their grades and ability levels. SLPs can also participate in IEP/ARD meetings as needed and with consult/collaborate with teachers and administrators on accommodations, instruction, schedules, and compliance.

C. Utilize the district's platform for IEPs and ISPs.

Imagine Learning agrees to this requirement and will utilize the district system for documentation. Additionally, the Company provides all our virtual SLPs with secure devices to perform their tasks. Imagine Learning SLPs will have the technology and resources to perform required tasks and services.

D. Comply with the Individuals with Disabilities Education Act (IDEA) and Mississippi Policies and Procedures, State Board Policy 74.19 for Children with Disabilities;

Imagine Learning is fully committed to maintaining compliance with both Mississippi State Board Policy 74.19 and the Individuals with Disabilities Education Act (IDEA) in the delivery of our speech-language pathology services. Our virtual therapy model is grounded in legal and procedural alignment, ensuring that all services—whether evaluations, direct therapy, or case management—support the rights and needs of students with disabilities as defined under federal and state law. For more detailed information, please see the [response to #E above](#).

E. Utilize a Process to Maintain Student Data for Reporting Progress and Documenting Educational Benefit;

Imagine Learning agrees to this requirement and maintains a robust process for properly handling and maintaining student data. Imagine Learning's SLPs are equipped to handle all case management duties, including but not limited to IEPs, thorough documentation, progress monitoring, Medicaid billing, evaluation reports, consultations with teachers and parents, and more. Student attendance will be

documented daily. Student goals addressed, activities provided, minutes provided, and progress on addressed goals will be recorded during/after each therapy session.

Imagine Learning can utilize the district system for documentation, if desired. Or, if the district prefers, Imagine Learning can document all activities via the secure Imagine Learning Virtual Portal (ILVP). Reports of therapist activity can be run as requested.

F. Provide Specialized Training and Support for Administration, Teachers, and Parents when requested;

Imagine Learning's SLPs are deeply collaborative and responsive, and they provide individualized support to administrators, educators, and parents when needed to help ensure that each student's IEP or ISP is implemented effectively. Imagine Learning's SLPs are available to conduct consultations with parents, caregivers, staff, and other stakeholders as needed and under the direction of OSSD. For more detailed information, please see the [response to #C above](#).

G. Comply with Ocean Springs School District Policies and Procedures; and

Imagine Learning agrees to this requirement and will comply with applicable OSSD policies and procedures.

H. Provide services during the 2025-2026 school year and extended school year, as necessary.

Imagine Learning agrees to this requirement. The Company understands that OSSD seeks to fill two full-time positions for now.

Specifications

A. Qualifications

- Provide valid licenses in the State of Mississippi (Mississippi Department of Education or other professional state licensing agent) that allow you to provide the contracted services.***

Imagine Learning provides high-quality virtual speech services delivered by SLPs who are highly experienced educators that hold required degrees, certifications, and licenses. SLPs hold licensure in the state in which they reside and in the state in which they practice, as well as a Certificate of Clinical Competence (CCC) from the American Speech-Language-Hearing Association (ASHA).

All SLPs providing services to OSSD will be licensed in Mississippi. The SLPs provide virtual speech therapy and related evaluations, assessments, and case management activities. Imagine Learning will provide copies of licenses of assigned teletherapists prior to commencement of services.

- *These services may be in-person or virtual. Preference will be given to in-person submissions and providers located in the State of Mississippi.*

All Imagine Learning speech services, including therapy sessions and individual evaluations, are virtual (via teletherapy). Virtual services offer the flexibility and capability to quickly and efficiently serve any student through the District.

- *Provide resumes of qualified and currently staffed employees licensed to provide services in the State of Mississippi.*

Sample resumes are provided in [Appendix A: Licenses & Resumes](#) to illustrate the licensure and qualifications of Imagine Learning's providers. Additional employment documentation can be made available upon contract award and prior to beginning services.

- *Provide a list of school district references*

A list of references is provided on the following page. **Please note that Imagine Learning makes a claim of business confidentiality for this list of references.** As a private company, Imagine Learning does not disclose customer lists or relationships and considers this list as proprietary. Additional references are available upon request.

References

Reference #1: Midland Independent School District (TX)

Address: 615 W. Missouri Ave., Midland TX, 79701

Contact: Elayne Klattenhoff, Lead Speech Language Pathologist

Email Address: elayne.klattenhoff@midlandisd.net

Phone: 432.240.1401

Reference #2: Harrison County School District (MS)

Address: 11072 Hwy. 49, Gulfport, MS, 39503

Contact: Kimberly Fisher, District SPED Case Manager

Email Address: kfisher@harrison.k12.ms.us

Phone: 228.539.6500

Reference #3: Maryetta Public Schools (OK)

Address: 470819 E. 810 Rd., Stilwell, OK, 74960

Contact: Lori Means, Superintendent

Email Address: lmeans@maryetta.k12.ok.us

Phone: 918.696.2285 ext. 3000

Reference #4: Anchorage School District (AK)

Address: 5530 E. Northern Lights Blvd., Anchorage, AK, 99504

Contact: Courtney Spann, Assistant Director of Special Education Related Services

Email Address: spann_courtney@asdk12.org

Phone: 907.742.4736

- ***Pass background check and child abuse registry checks***

All SLPs have been vetted through a process by Imagine Learning's Human Resources Department that oversees the selection, screening, and hiring for all employees and ensures compliance with hiring procedures, education and experience verifications, background checks, and fingerprinting. Employment includes a federal background check; all virtual educators are required to obtain a national fingerprint clearance card. Certification audits are performed regularly for compliance. Instructional staff are required to provide documentation of academic degrees, endorsements, and state certifications. All SLPs providing services under this RFP will have all required licenses and certifications. Documentation is appropriately maintained, validated, and stored on a secure site by the Company. Credentials and background checks are renewed as required by state law.

Additionally, Imagine Learning's SLPs are hired employees—not contractors or subcontractors—so the Company retains control over quality of personnel and services. SLPs receive regular coaching, feedback, and professional development on their craft and performance. Copies of employee resumes, licenses, credentials, and other documentation are available upon request.

Every SLP meets regularly with a supervisor and OSSD will also have access to SLP supervisors as well as the Related Services Director for any concerns regarding quality of services. Imagine Learning will work with the District to define, schedule, and report on quality checks as needed. SLPs will meet regularly with District stakeholders to review data and reports to ensure compliance with District standards.

- ***Statement of Willingness to be Trained and Utilize the Reporting System used by the District.***

Imagine Learning's SLPs are willing to be trained and will use the specified required reporting system.

- ***Provide Certificate of General and Professional Liability Insurances naming the Ocean Springs School District as an additionally insured.***

A [Certificate of Insurance](#) is provided in the **Required Forms** section. Imagine Learning LLC has and shall maintain for the duration of any contract the insurance coverage required by this RFP. A Certificate of Insurance (COI) is included; any endorsements, additional insured designations, or other insurance documentation are available upon contract award.

- ***Provide Assurance of Workers' Compensation Insurance if applicable.***

Imagine Learning maintains \$1M of Workers Compensation and Employers' Liability coverage, as well as commercial general liability, umbrella, and other coverage. Please see the attached [Certificate of Insurance](#).

- *Provide Assurance to Hold Harmless the Ocean Springs School District from and against any claim, loss, expense, or damage to any person or property arising out of the approved agreement to provide contracted services to the Ocean Springs School District.*

Imagine Learning agrees to this requirement.

- *Available to provide listed services for the 2025-2026 school year and the extended school year.*

Imagine Learning agrees to this requirement.

B. Focus of Therapy and Support

- *Provide direct therapy to include, as needed: development of educational school-based therapy goals and implementation of intervention through direct care.*

Imagine Learning's Speech Teletherapy Services provide safe, secure teletherapy through a FERPA-compliant learning platform. For more information, please see the [Overview of Speech Teletherapy Services](#).

- *Complete an educational evaluation of students for school-based SLP services to target the specific education-based therapy needs and make recommendations to the IEP committee for services and goals.*

Imagine Learning acknowledges and agrees to this requirement.

- *Collect data, monitor, and report on service goals as required by IEP to ensure student educational benefit.*

Imagine Learning acknowledges and agrees to this requirement.

- *Complete Report of Progress on IEP Goals as required by each student's IEP;*

Imagine Learning acknowledges and agrees to this requirement.

- *As identified in the student's IEP, provide regular consultation for parents, teachers and administration to apprise of student progress or lack of progress and to recommend any necessary treatment changes.*

Imagine Learning acknowledges and agrees to this requirement.

- *Attend scheduled IEP meetings when requested to report on progress of students and confer with the IEP team on students' needs.*

Imagine Learning acknowledges and agrees to this requirement.

- *As identified in the student's IEP, provide teacher orientation and training on the characteristics of the student's needs and disability and their school-based therapy plans.*

Imagine Learning acknowledges and agrees to this requirement.

- *Assist teachers in the implementation of each student's IEP as it relates to success in the classroom involving educational school-based therapy goals.*

Imagine Learning acknowledges and agrees to this requirement.

- *Meet regularly with the Director of Special Services to conduct on-going evaluation of service provided under the provision of contract.*

Imagine Learning acknowledges and agrees to this requirement.

- *Service schedule times will be determined in conjunction with the Director of Special Services and school administrators.*

Imagine Learning acknowledges and agrees to this requirement.

BUDGET/COST SUMMARY

Provide a specific description of your pricing structure. Include travel and other costs associated with your pricing structure. Please type your answers.

DESCRIPTION OF SERVICE	COST PER HOUR/SERVICE
Direct Services to Student Includes: <ul style="list-style-type: none"> • Access to a state-licensed, educationally certified, and nationally certified speech-language pathologist to deliver services virtually via teletherapy. • Confidential and secure learning platform. • Virtual materials that are engaging and motivating for students. • Online evaluation tools. 	\$100 / hour*
Support for Personnel	Included
Indirect Services to Student	Included
Travel/Mileage	N/A – Virtual teletherapy
Other – Describe	
Other – Describe	
Other - Describe	
Other - Describe	

*There is a minimum purchase requirement of 1,000 hours.

Note: Imagine Learning considers a full-time SLP one who serves 50-55 students and completes all case management tasks for each of those students. Caseloads for SLPs serving middle and high school students may be larger because students in secondary grades often receive fewer weekly therapy minutes than elementary students. Full-time teletherapists typically work 35-40 hours per week for the duration of the school year; that time is specified in the contract terms.

The final quote will be configured as follows:

	Number of SLPs contracted
x	Number of hours worked per week
x	\$100 per hour rate
x	Number of weeks in the school year they will be working
<hr/>	
=	Total cost

Additionally, no upcharge exists for a bilingual therapist (if available), and no upcharge exists for having Imagine Learning teletherapists supervise District-employed speech assistants or clinical fellows.

Required Forms

All required forms are completed, signed, and attached below. Imagine Learning LLC has and shall maintain for the duration of any contract the insurance coverage required by this RFP. A Certificate of Insurance (COI) is included; any endorsements, additional insured designations, or other insurance documentation are available upon contract award.

The following forms are included:

- FGDB-E Form
- Special Services Contract
- Attachment C: Assurances and Signature Form
- Q&A Form
- Certificate of Insurance
- W-9
- SAM.gov Printout

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION FGDB-E (1)

The undersigned does hereby certify to the Board of Trustees for the Ocean Springs School District ("District") as follows:

That I am representative of Imagine Learning LLC ("Contractor"), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that all of its employees, as well as, employees of subcontractors, who may come into contact with students during the term of the contract with the District have had a criminal background check completed, as well as, a child abuse registry check and none have been located on the child abuse registry nor have any employees been found guilty of any crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB.

A complete and accurate list of Contractor's employees and of all of its Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as Exhibit "A". See Appendix A: Licenses and Resumes in the proposal document. A complete list of employees who may come into contact with students can be provided upon contract award.

The Contractor's employees and employees of the Subcontractors that were located on the child abuse registry or who were convicted of a crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB are as follows:

1. N/A
- 2.
- 3.
- 4.

Contractor acknowledges that he has reviewed School Board Policy FGDB of the Ocean Springs School District.

Dated: 6.10.25

CONTRACTOR

By: Leslie Curtis

Title: EVP & Chief Administrative Officer

SWORN TO AND SUBSCRIBED BEFORE ME this the 10th day of

June, 2025.

Carol Dillon
NOTARY PUBLIC

My Commission Expires: 02/15/2029



Special Services -Contracted Services Contract

This agreement entered into between: Imagine Learning LLC

(Hereinafter referred
to as "Contractor")

AND

Ocean Springs School District
Post Office Box 7002
Ocean Springs, MS 39566-7002

(Hereinafter referred
to as "Customer")

IN CONSIDERATION of mutual benefits and covenants contained herein, Contractor and Customer agree as follows:

1. Employment. The nature of this contractual agreement is for an independent contractor to provide School-Based Speech Language Pathology Services to the Customer.
2. Scope of Work. In consideration of the compensation described herein, Contractor shall perform the services as set forth in the attached RFP for School-Based Speech Language Pathology Services contract hereto and incorporated herein by reference. Contractor agrees to supply all labor, equipment, and materials necessary to perform such services.
3. Contractor Warranty. Contractor warrants that the services will be performed in a professional manner and that proper protocols will be enforced to protect the privacy of all students and/or employees.
4. Contractor Employees. Contractor shall perform the following duties:
 - (a) Contractor shall employ only persons skilled and licensed in the performance of services as outlined in the RFP form.
 - (b) Contractor must maintain a license to do business in the State of Mississippi.
5. Contractor shall maintain insurance of the following types and amounts which shall insure the actions of personnel, employees, agents, etc.:
 - (a) Professional Liability - Combined Single Limit in an amount of \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate and other insurance coverages as outlined.
 - (b) Proof of coverage must be placed on file with the school district by the Contractor and kept current throughout the term of this contract.
 - (c) Failure to provide insurance set forth herein shall constitute default and the Customer may terminate the contract without penalty by providing five (5) days written notice to the Contractor.
6. Liability for Loss. Contractor shall be responsible for and shall indemnify and hold harmless Customer from and against any and all claims, demands, liabilities, or damages which may be suffered by, accrued against, be charged to, or recoverable from the Customer including attorney's fees, expenses, and costs which may arise out of or in connection with the Contractor's performance of duties, actions of his employees and agents, for dishonesty of any employee of the Contractor.
7. Miscellaneous.
 - (a) This Contract shall be construed in accordance with the laws of State of Mississippi.
 - (b) This Contract constitutes the entire agreement of the parties and all additions or changes hereto shall be in writing;
 - (c) The continuing covenants of the parties contained in this contract shall survive the termination thereof;

(d) By the signature below, the individual executing this Contract on behalf of Customer warrants to Contractor that he has full power and authority to execute this Contract and thereby bind, jointly and severally, Customer to the terms of this Contract;

(e) If any portion of this Contract be legally adjudicated invalid or unenforceable, the parties do hereby covenant and agree that such portion or portions are absolutely and completely severable for all other portions of this Contract, and such other provisions shall constitute the agreement of the parties.

8. Terms of Service. The terms of this Contract shall commence July 1, 2025 and shall continue until June 30, 2026. That either party may terminate this Contract by providing the other party with forty-five (45) days advanced notice of the intent to quit. That upon serving written notice to the other party, the party desiring to terminate the Contract shall comply with all terms set forth herein until the expiration of the forty-five (45) day period.

9. Work Hours. Contractor shall schedule its services so as to conform to the reasonable requirements of the staff and students of the Ocean Springs School District.

10. Compensation. Throughout the terms of this Contract, Customer shall pay to the Contractor the hourly rate as outlined on the signed quote form and incorporated into this agreement in accordance with the following terms:

(a) Payment will be made no later than forty-five (45) days after an invoice for services has been submitted and:

1. There are no unresolved problems with the service as outlined in the Special Services Contracted Services Quote form attached;
2. A bill for the appropriate amount will be presented to the Ocean Springs School District Department of Special Services the last Thursday of each month.
4. There are no liability and/or insurance problems with required insurance coverage and limits.

(b) Contractor will perform services in accordance to School-Based Speech Language Pathology Services RFP form, Terms and Conditions and Policy FGDBE all attached.

11. Neither party may assign or transfer any right set forth herein.

12. In the event the Contractor shall file bankruptcy, the Customer shall be entitled to terminate the Contract upon providing five (5) days written notice to the Contractor.

IN WITNESS WHEREOF, this contract has been executed on the dates listed under the signatures of the parties below and shall become binding when the fully executed contract is approved by the Board of Trustees of the Ocean Springs School District.

Contractor:

Ocean Springs School District



Leslie Curtis, EVP & Chief Administrative Officer

Date: 6.10.25

Date: _____

ASSURANCES AND SIGNATURE FORM

In submitting this Request for Proposal, I certify that:

1. The company will provide district-wide services through highly qualified and current Mississippi-licensed individuals.
2. The company will comply with the Individuals with Disabilities Act and all laws of the state of Mississippi, including Mississippi State Board Policy 74.19 Regarding Children with Disabilities.
3. The company is fiscally sound and will be able to complete services to the district during the 2025-2026 school year and extended school years as necessary.
4. The company will provide proof of current general and professional liability insurance and workers' compensation insurance.
5. The company acknowledges receipt of OSSD Policy FGDB: Project Administration Contract Awards Procedure and Exhibit "A" and understands that employee background checks and child abuse registry check is required and that the company is responsible for the fee charged for such by the Ocean Springs School District.
6. The company accepts the OSSD Standard Terms and Conditions that are included in the Bid/Proposal RFP.
7. The company understands that it is at the District's discretion to award a bid for this service. If no bids are received, the District may choose to accept two signed quotes from providers for this service, if allowable by purchasing law.

Please initial the following as being attached to your submission;

1. Completed pages 6, 7, 8, 13 and signed page 15 of the contract: sc
2. Valid Certificate of Insurance attached: sc
3. Valid License (s) attached: sc
4. Completed FGDB-E (1) form attached: sc
5. Completed W-9 form if not a vendor of the OSSD: sc
6. Website addendum signed and attached, if posted (visit www.ossdms.org or www.centralauctionhouse.com)
7. SAM.gov printout sc

The undersigned hereby certifies that I am an individual authorized to act on behalf of the company in submitting this Request for Proposal and Assurances. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for denying the applicant's request for approval.

Imagine Learning LLC

Typed Name of Company

100 S. Mill Ave. #1700, Tempe, AZ 85281

Typed Mailing Address of Company

877.725.4257

bids@imaginelearning.com

Typed Telephone Number

Typed Email Address

Leslie Curtis, EVP & Chief Administrative Officer



Typed Name of Authorized Representative

Signature of Authorized Representative

6.10.25

Date Signed



2300 Government Street
Ocean Springs, MS 39564
Phone: (228) 875-8239
www.ossdms.org - [Facebook](#) [Twitter](#) [LinkedIn](#) [YouTube](#)


Questions and Answers

RFP for District-Wide SLP Services for SY26

TO: All Prospective Vendors

1. Would you please clarify the anticipated caseload for this contract?
 - a. Up to 48 per provider (2 needed)
2. How many billable hours are typically available during the school day?
 - a. This depends on the caseload for students. 8 would be the maximum.
3. Will the school district provide therapy materials and devices, or will that be the responsibility of the vendor?
 - a. We will provide the device to log into the session. Materials would be provided by the provider.
4. To ensure our proposed pricing aligns with your budget expectations, is there a target or maximum allowable hourly rate for speech therapy services? If so, could you please share that rate?
 - a. There is no current maximum rate to consider.
5. Will proposals be automatically disqualified if some providers are not currently licensed in Mississippi?
 - a. Providers need to be currently licensed in MS to be considered.
6. Who were the past vendors, and what are the hourly rates paid for all of the disciplines?
 - a. We do not currently have a previous vendor for this service.
7. Can you provide the name and contact information for the individual who will be coordinating the services for the disciplines at the district?
 - a. Tricia Cox, Director of Special Services – contact information will be provided upon award of the contract.
8. How many hours are there per school day?
 - a. 7.5
9. How many school days are there per year?
 - a. 180
10. Can we bid for other special education disciplines that are not mentioned in the RFP?
 - a. No, there are no other open RFPs at this time.
11. When is the anticipated award date for this RFP?
 - a. After the July board meeting.
12. Is the district open to using teletherapy?
 - a. Yes
13. Can we sign with electronic signatures?
 - a. Yes
14. Does the district require resumes for this bid?
 - a. Yes
15. What is the FGDB-E (1) form?
 - a. It is the Criminal Background Investigation Certification form included in the packet and should be notarized.

16. Is this a new initiative? If so, could you kindly confirm the names of the incumbents and the contract budget?
- a. Yes, this is new, and there is no specified budget. We need the service to ensure FAPE.
17. What is the allocated budget for this RFP?
- a. See previous answer
18. Please clarify if this RFP is just for one position or Multiple positions?
- a. 2 full-time positions
19. If resumes are required, please specify whether actual candidate resumes or sample resumes should be submitted with the bid.
- a. Yes, they must be submitted with the packet upfront.
20. Is there a preference for local vendors for this project?
- a. Yes, local vendors will have preference when possible.
21. Could you please confirm if proposals without school district references will be accepted, or if they will be disqualified from consideration?
- a. References are required.
22. Can a staffing firm submit a bid for this opportunity, or is it intended exclusively for healthcare providers?
- a. This is for school-based therapy. A staffing firm can submit a bid.
23. Is the awarded vendor responsible for developing Individualized Education Programs (IEPs)?
- a. Yes
24. Could you please specify the positions required under this solicitation?
- a. Two Speech Language Pathologists.
25. Are the required services expected to be performed by the vendor's in-house personnel, or is the vendor expected to hire staff specifically for the Ocean Springs School District?
- a. Yes, the person will be responsible for providing direct and indirect services to students for the OSSD.
26. Does this RFP require any specific licenses or certifications for vendors to be considered responsive?
- a. Staff must be licensed in Mississippi with a 215 or 216 endorsement to be considered for this RFP.
27. Is this solicitation related to the management of services, or does it require direct hiring of service delivery by the vendor?
- a. See #4 above
28. Is vendor registration in the state of Mississippi required in order to be eligible for this solicitation?
- a. Therapists must be licensed to perform work in Mississippi.
29. Are vendors required to submit resumes of their in-house personnel, or should resumes of potential candidates, whom the vendor intends to source for providing the required services to Ocean Springs School District, be included instead?
- a. Resumes for staff who will potentially provide services are required with the submission.
30. Is it mandatory to submit a list of school district references as part of the proposal? Additionally, please confirm whether a vendor without prior experience working with school districts would be evaluated less favorably.
- a. References are required. Yes, less than favorable consideration will be given to those who do not have previous school-based therapy. This is not a clinical setting.


6.10.25



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
12/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com																					
INSURED Imagine Learning LLC 100 S. Mill Avenue Suite 1700 Tempe, AZ 85281	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B:</td><td>National Fire Insurance Company of Hartford</td><td>20478</td></tr><tr><td>INSURER C:</td><td>QBE Specialty Insurance Company</td><td>11515</td></tr><tr><td>INSURER D:</td><td>Beazley Insurance Company Inc</td><td>37540</td></tr><tr><td>INSURER E:</td><td>Lloyd's Syndicate 2623 (Beazley Furlong Li</td><td>C2166</td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Insurance Company	35289	INSURER B:	National Fire Insurance Company of Hartford	20478	INSURER C:	QBE Specialty Insurance Company	11515	INSURER D:	Beazley Insurance Company Inc	37540	INSURER E:	Lloyd's Syndicate 2623 (Beazley Furlong Li	C2166	INSURER F:		
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INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W37200521

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			7012079707	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			7012079710	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7012079741	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	7012079724	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation & Employers Liability Per Statute			7012079738	01/01/2025	01/01/2026	EL - Each Accident \$1,000,000 EL- Disease-Each Emp. \$1,000,000 EL- Disease-Pol Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured previously Imagine Learning Inc and Edgenuity Inc

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Patricia A. Jones</i>

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 27022431

BATCH: 3758100

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Imagine Learning LLC 100 S. Mill Avenue Suite 1700 Tempe, AZ 85281	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: QBE Specialty Insurance Company NAIC#: 11515
POLICY NUMBER: 130005914 EFF DATE: 10/29/2023 EXP DATE: 04/29/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber/Professional E&O Liability	Ea. Claim/Aggregate	\$5,000,000
	Retention	\$500,000

INSURER AFFORDING COVERAGE: Beazley Insurance Company Inc NAIC#: 37540
POLICY NUMBER: V2D03A240501 EFF DATE: 10/29/2024 EXP DATE: 10/29/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Commercial Crime/Employee Theft	Limit Each Loss	\$3,000,000
	Deductible	\$25,000

INSURER AFFORDING COVERAGE: Lloyd's Syndicate 2623 (Beazley Furlong Limited) NAIC#: C2166
POLICY NUMBER: D35F95250201 EFF DATE: 01/01/2025 EXP DATE: 01/01/2026

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Sexual Abuse / Misconduct	Limit of Liability	\$5,000,000
	Aggregate Limit	\$5,000,000
	Retention-Each Victim	\$200,000

**Request for Taxpayer
Identification Number and Certification**


Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Imagine Learning LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 100 S. Mill Ave. #1700 6 City, state, and ZIP code Tempe, AZ 85281 7 List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1"><tr><td colspan="9">Social security number</td></tr><tr><td></td><td></td><td></td><td>-</td><td></td><td></td><td></td><td>-</td><td></td></tr><tr><td colspan="9">or</td></tr><tr><td colspan="9">Employer identification number</td></tr><tr><td>4</td><td>5</td><td>-</td><td>1</td><td>5</td><td>6</td><td>5</td><td>8</td><td>4 1</td></tr></table>	Social security number												-				-		or									Employer identification number									4	5	-	1	5	6	5	8	4 1
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or																																														
Employer identification number																																														
4	5	-	1	5	6	5	8	4 1																																						

Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here Signature of U.S. person 	Date 1.2.25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SAM.gov Printout

Imagine Learning LLC's DUNS number is 11-841-2994.



IMAGINE LEARNING LLC

Unique Entity ID WZE6LJBZF8Y3	CAGE / NCAGE 9CQZ4	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 7, 2025	
Physical Address 100 S Mill AVE Unit 1700 Tempe, Arizona 85281-3399 United States	Mailing Address 100 S Mill AVE Unit 1700 Tempe, Arizona 85281-3399 United States	

Appendix A: Licenses & Resumes

Sample resumes are provided in this appendix to illustrate the licensure and qualifications of Imagine Learning's providers. Additional employment documentation can be made available upon contract award and prior to beginning services.

Marva Mount
806 Water View Drive
Mansfield, Texas 76063
Cell: (817) 676-5026

Education

- M. A. University of Houston, 1995
Major: Communication Disorders
Administrative Certificate (additional 45 course work hours)
- B. S. University of Texas at Dallas, 1986
Major: Speech-Language Pathology and Audiology
Minor: Psychology

Professional Experience

- 2021-Present** **Imagine Learning/Weld North Education**
Responsibilities: Designing and implementing a virtual platform for speech-language pathology services to complement an already robust provision of online/virtual education programs and products designed for students, grades 3-12. Designed a pilot, hired SLPs and began to provide speech services via telepractice in 6 months
- 2014-2021** **EBS Healthcare**
Director, Southern Region (Texas, Oklahoma, Louisiana, New Mexico)
Responsibilities: Interview and hire SLPs, OTs, PTs, School Psychologists, Special Education Teachers, Nurses; Collaborate and support 45 facilities in day-to-day operations while promoting interprofessional practice habits to increase patient and student outcomes; provide ongoing employee training with a focus on interprofessional practice design; provide counsel and consultation to a variety of school-based and healthcare programs; provide continuing education presentations nationwide for speech-language pathologists and other professionals; prepare bids with vendor partners; control weekly payroll and budgets for area; provide supervision and mentorship for clinical fellows in speech pathology; provide speech therapy services and evaluations for ages 2-21 on an as needed basis
- 2013-2014** **Therapy 2000**
Business Development Director
Responsibilities: Design, develop and implement a continuing education on-line learning platform to support current and

proven educational strategies and practices for SLPs, OTs, PTs;
Led a collaborative team of 9 individuals in universal learning design with a focus on evidence-based practices for online learning

2004-2013

EBS Healthcare

National Director for Continuing Education

Responsibilities: Author applications and obtain approval as continuing education providers for American Speech-Language Hearing Association, American Occupational Therapy Association, American Physical Therapy Association, International Accreditors for Continuing Education and Training, National Association of School Psychologists in an effort to become the nation's leader in continuing education with a focus on interprofessional practice in a variety of service settings; developed and guided continuing education courses, both live and online; develop, train, and mentor speakers; train speakers on design and presentation strategies that meet universal learning design standards; maintained all records according to association standards; handled all customer complaints; submitted all CEU materials for review and approval according to association standards; presented on a variety of topics at the local, state, and national level

Summer School Coordinator for EBS – Los Angeles Unified School District Partnership

Responsibilities: Planned and coordinated a team of 80 EBS speech-language pathologists from across the nation for 4 summers (2006, 2007, 2008, 2009) in partnership with Los Angeles Unified School District, in an effort to provide evidence-based, quality services, with a strong focus on interprofessional practice, to students who were unable to receive federally mandated services during the school year, secondary to staff shortages; coordinated housing and transportation for therapists; provided trainings and mentorship for new as well as seasoned therapists; conducted site visits weekly; acted as the liaison between EBS Healthcare and Los Angeles Unified Special Education Director and coordinators to ensure schedules were in place and services were provided in a timely manner; conducted parent trainings; secured and provided materials to therapists across the district; insured the safety and well-being of therapists while living in Los Angeles; supported therapists working through a variety of inclusive programs implemented

2001-2004

Kyrene Elementary School District

Director of Assistive Technology Services

Responsibilities: Evaluated students for assistive

technology needs within the educational environment; sought pay sources for communication devices through community, government, and school programs; wrote grants for equipment required in classrooms and school-based environments that exceeded district budget limits

Preschool Assessment Team Leader

Responsibilities: assigned child-find assessment cases; conducted evaluations for children 2-5 years of age; wrote evaluation reports and determined placements in appropriate educational environments; conducted Individual Family Service Plan (IFSP) meetings with designated teams and families; designed “in-class” speech therapy programs, with a focus on collaborative practices, for students with severe communication deficits using a collaborative/inclusive design; provided quarterly outcome studies for success of program; charted progress of students in program as a guide for local, state, and national presentations, grant applications

2003-2004

Banner Rehabilitation Hospital of Phoenix

Speech Pathologist, PRN

Responsibilities: provided speech and language evaluation and treatment to patients from 15-56 years of age with a variety of neurological diagnoses, to include Modified Barium Swallow evaluations; provided a caregiver evening support group in an effort to get families/caregivers more involved in the care of family member in hospital to support better patient outcomes

1996-2001

Ector County Independent School District

Special Education Coordinator for Inclusion

Responsibilities: authored and designed inclusive practice programs for students in special education; led trainings for inclusive practices for staff; wrote grants for implementation of program district wide; led caregiver/parent trainings monthly to increase family/caregiver support of educational objectives; maintained budget for program and staff; provided informational monthly meetings to board and administration; led a 55 member team through a successful Texas Education Agency evaluation of program

Lead Speech Pathologist

Responsibilities: Led a team of 21 speech-language pathologists in day to day operations; budget design and implementation; interviewed and hired staff; designed and provided mentorship and trainings for staff monthly; provided speech therapy services for students 3-21 years of age as required; provided assistive technology communication evaluations for students 3- 21 years of

age as required; acted as expert witness in due process and mediation hearings

Liaison, Region 18 Educational Service Center – Texas Project First

Responsibilities: provided leadership, training and technical assistance in the area of special education for students with disabilities and their families; provided joint training for school district staff and families on state and federal special education rules/regulations, as well as on related services, and general Texas Education guidelines; provided in-services and trainings to 40 individual districts in West Texas regarding inclusive practices

1999-2001

Private Practice: Communication Disorders
Midland, Texas

1989-1996

**Fort Bend Independent School District
Special Education Director of Therapy Services**

Responsibilities: Coordinated day to day operations for speech therapy, occupational therapy, physical therapy, adaptive physical education, music therapy; interviewed and hired therapists; drafted and maintained budgets; provided trainings for all staff monthly; planned and implemented continuing education for staff; monitored and maintained licensure records; attended parent meetings; attended state conventions for hiring purposes, attended district board meetings, acted as district representative in due process hearings and mediation hearings

Lead Speech Pathologist

Responsibilities: led a group of 89 speech-language pathologists; interviewed and hired; maintained budgets; provided training and mentoring; provided clinical fellowship mentoring; acted as a liaison to the Director of Special Education for community support groups; presented on a variety of topics for continuing education activities; wrote grants for inclusive practice programs for students with disabilities; attended Individual Education Plan (IEP) meetings; acted as expert witness in due process and mediation hearings

Speech-Language Pathologist

Responsibilities: provided speech-language pathology services for students, ages 3-21; conducted evaluations and eligibility meetings; attended IEP meetings; wrote grant for community involvement plan for children with disabilities

1991-1994 The Institute for Rehabilitation and Research – Memorial Hermann Hospital

Speech Pathologist, PRN

Responsibilities: Conducted a variety of evaluations and provided speech therapy services to patients from 20-89 years of age on an “as needed basis”; worked with patients who had a variety of neurological deficits caused by stroke, traumatic brain injury, and/or catastrophic medical events

1992-1994 Sundance Rehabilitation
Speech Pathologist, PRN

Responsibilities: Conducted evaluations and provided therapy for skilled nursing and long-term care facilities, working with the geriatric population, ages 70-99 years of age. Conducted support groups for families; wrote a grant for inclusive practice healthcare as a way to have rehab/therapy staff work more efficiently with nursing staff for better patient outcomes, primarily in the area of feeding and swallowing, to reduce cases of pneumonia and aspiration in patient population

1986-89 Killeen Independent School District
Speech-Language Pathologist

Responsibilities: Conducted evaluations and provided speech-language pathology services to students ages 2-16, who had a variety of disorders; attended IEP and IFSP meetings; held IEP meetings; provided staff and family training programs on how to integrate strategies and accommodations in the educational and home environments as a way to establish carryover and generalization of communication skills across environments for maximum student benefit; specialty areas were Selective Mutism and Augmentative Communication with Cognitively Impaired Children

Teaching Experience:

2006-2009 Tarrant County Community College – Semester System
NLD203 Normal Language Development in Young Children
NLD204 Communication Milestones in Young Children

2002-2004 University of Northern Colorado – Online Speech Pathology Program – Semester System
Visiting Lecturer–Professional Issues (ASLS 516)
Visiting Lecturer–Speech Production Disorders (ASLS 661)
Visiting Lecturer–Augmentative and Alternative Communication (ASLS 658)

Externship (ASLS 585) Supervisor for second year graduate student placements in inclusive settings

2019-2021

Texas Women's University Distance Venue (Semester System)
Visiting Lecturer-Seminar in Neurological Disorders (COMS 5583)
Visiting Lecturer-Special Populations and Communication Disorders (COMS 5622)
Externship (COMS 5443) Supervisor for second year graduate student placements in inclusive settings

Publications

Hudson, M. W & DeRuiter, Mark (Editors) 2021. Professional Issues in Speech-Language Pathology and Audiology, Fifth Edition. Mount, M. (Contributor). San Diego, CA: Plural Publishing, Inc.

Mount, Marva (2014). Facilitating Cohesive Service Delivery Through Collaboration. ASHA Special Interest Group 16 Perspectives, Vol 15, No. 1, pp 15-23.

Lubinski, R. & Hudson, M. (Editors) 2013. Professional Issues in Speech-Language Pathology and Audiology, Fourth Edition. Mount, M. (Contributor). Clifton Park, NY: Delmar, Cengage Learning.

Mount, Marva (2010). *When Love Is Not Enough: Advocating and collaborating with healthcare workers and caregivers in rehab settings on behalf of your soldier.* Survivor of Soldiers (SOS) Family Brochure Series for Fort Hood Family Group. Vol 1, Publication 10. US Army.

Mount, Marva (2010). *Collaborating with healthcare workers for better soldier outcomes while in rehab.* Survivor of Soldiers (SOS) Family Brochure Series for Fort Hood SOS Group. Vol 1, Publication 11. US Army.

Mount, Marva (2010). *Why collaborative healthcare increases chances of survival for your soldier.* Survivors of Soldiers (SOS) Family Brochure Series for Fort Hood SOS Group. Vol 1, Publication 12.

Mount, Marva (2010). *Interprofessional practice in military hospitals: why it must improve to save your soldier and how you can improve it.* Survivors of Soldiers (SOS) Family Brochure Series for Fort Hood SOS Group. Vol 1, Publication 13. US Army.

Mount, Marva (2010). *What families need to know about the Feres doctrine.* Survivor of Soldiers (SOS) Family Brochure Series for Fort Hood SOS Group. Vol 1, Publication 14. US Army.

Mount, Marva (2010). *This cannot be the end: The chain of command for complaints against healthcare workers in military hospitals*. Survivor of Soldiers (SOS) Family Brochure Series for Fort Hood SOS Group. Vol 1, Publication 15. US Army.

Mount, Marva (2001). Utilizing Your Therapy Counterparts for Better Outcomes. TSHA Communicologist, Vol. 27, No. 2.

Mount, Marva (2000). Outcome Measures Through A Collaborative Therapy Approach. TSHA Communicologist, Vol. 26, No. 3.

Presentations

1988-Present

National Presentations: 90

Audience: American Speech-Language-Hearing Association, EBS Healthcare, National Association of Special Education Teachers, National Association for Education of Young Children, Council for Programs in Communication Sciences and Disorders, United States Army, Tragedy Assistance Program for Survivors, Survivors of Soldiers, Association of the US Army, Open Society Foundation, Council for Exceptional Children, National Center for Learning Disabilities, speechpathology.com

Regional Presentations: 132

Audience: Texas Speech-Language-Hearing Association, Texas Council of Administrators of Special Education, Houston Association for Communication Disorders, San Antonio Association for Communication Disorders, Region 10 Educational Service Center, Region 11 Educational Service Center, Region 4 Educational Service Center, Region 10 Educational Service Center, Region 7 Educational Service Center, Region 20 Educational Service Center, Florida Speech and Hearing Association, Pennsylvania Speech and Hearing Association, California Speech and Hearing Association, Georgia Speech and Hearing Association, Massachusetts Speech and Hearing Association, Illinois Speech and Hearing Association, Michigan Speech and Hearing Association, Hawaii Speech-Language and Hearing Association, Hawaii Department of Education, Harris County Department of Education, University of Texas, University of Houston, Our Lady of the Lake University, Texas A and M University- Pan Am, West Texas A and M University, Fort Hood Army Installation, Fort Carson Army Installation, Vanderbilt Speech and Hearing Clinic, PACE Chicago, Arkansas Easter Seals, Navarro County Easter Seals

District Presentations: 214

Audience: Killeen Independent School District, Fort Bend Independent School District, Ector County Independent School District, Midland Independent School District, Kyrene Elementary School District, Tempe Union High School District, Scottsdale School District, Cypress Fairbanks Independent School District, Katy Independent School District, Conroe Independent School District, North East Independent School District, North Side Independent School District, San Antonio Independent District, Dallas Independent School District, Grand Prairie Independent School District, Fort Worth Independent School District, Clear Creek Independent School District, Austin Independent School District, Denton Independent School District, Lewisville Independent School District, Michigan City School District, Carroll County School District, Metro Nashville Public School District, Miami-Dade Public Schools, Bethel Public School District, Seattle Public Schools, Portland Public Schools, Chula Vista Public School District, Detroit Public Schools, Washington DC Public Schools, Memphis Public Schools, Chicago Public Schools, Jacksonville Public Schools, Dade County Public Schools, Broward County Public Schools, Manatee County Public Schools, Clarke County Public Schools, Orlando Public Schools, Sarasota Public Schools, Brevard Public Schools, Polk County Public Schools, Duval County Public Schools, Tulsa Public Schools, Broken Arrow Public Schools

Topics of Presentations

Common Core State Standards: Collaboration with Teachers is Essential
Writing SMART Goals using Common Core State Standards
Attributes of the Well-Rounded Clinician: Where Does Collaboration Fit In?

Mentoring 101

Leadership Qualities: Can You Identify Them?

Leadership: Navigating the Generational Divide

Response to Intervention (RTI) Basics

Response to Intervention: Collaboration Makes it Work!!

RTI: Let the Collaboration Begin!

SOAP Notes: Few Words with a Big Impact for Patients

RTI: Collaborative Practical Activities to Facilitate Academic Progress

How Speech-Language Pathologists Assist Parents in Facilitating Early Language Development and Have Fun Doing It!

Inclusive Practices: Get on Board!

Making Language Development Happen in the Home Through Play

How to Find the Best Clinical Fellowship Experience

The Autism Spectrum: Providing Effective Intervention at the Middle and High School Levels Through Interprofessional Practice
Speech Therapy Ideas for the Difficult to Motivate Student
Before Teachers Refer: What You Need to Know
Maintaining ASHA Certification
Texas Licensure Changes: Do I Know the Rules?
Ethics: Do the Right Thing
Ethics: When Bad Things Happen to Good Therapists
Ethics: Making You the Best SLP You Can Be
Ethical Violations and How They Affect Your Practice
Dealing With People Who Have Challenging Personalities: The Keys To Successful Work Relationships
Supervision: Long Hours, Hard Work, and the Best Time of Your Life
Patient Care in Military Rehab Facilities: Interprofessional Practice is KEY
Family Involvement in Rehab Care
How Do I Disagree Collaboratively?
Working with Present Levels: What is the Point?
Collaboration: Facilitating the Best Outcomes for Patients
Collaboration: Facilitating the Best Outcomes for Students
Working With Cognitively Challenged Patients: How Do We Make a Difference Using AAC Daily?
I Am Collaboratively Challenged!
Wrap It Up In a Bow: Striving to Involve Caregivers in Rehab Programs
How To Effectively Organize Your Work Life
How Do We Involve Caregivers More Fully in Treatment Plans
Is Flexibility Overrated?
Inclusivity in Treatment Planning
Inclusion Project Results: A Success Story
Don't Put the Cart Before the Collaborative Horse
Language Eligibility in the Schools: When is Treatment Warranted?
Utilizing Assessment Results Effectively: What Can They Tell Us?
Selective Mutism: From Diagnosis to Treatment
Selective Mutism: How Can Speech Therapists Work Collaboratively?
Selective Mutism: Interprofessional Practice Is a Must!
Selective Mutism: Treatment Strategies for Home and School
I Thought I Had It, But It Had Me
Utilizing Augmentative Communication in Preschools
Utilizing Environmental Design Assistive Technology in Patient Care
The Engineered Classroom: How Do I Set It Up For Success?
Organization and Flexibility Are Your Friends SLPs!
Interprofessional Practice: Working Toward Better Patient Outcomes
Using Your Collaborative Powers For More Patient Centered Care
Ap"Parent"ly This Is Not Going Well
Having Difficult Conversations Using Your Emotional Intelligence
When Is It Time to Let Go? Dismissal Decisions Are Difficult

Collaborative Practices for Better Educational Outcomes
Don't Be Shy! Collaborate!
Autism Spectrum Disorders: Collaborative Intervention
Autism Spectrum Disorders: Every Child Is Different
Ready! Set! Now Where Do I Go?
Supervision and Mentorship: Living It and Loving It
NSSLHA Crash Course: Meet the Experts
Scheduling for Beginners
Language and Literacy In the Classroom
Co-Treatment Strategies that Work
Ready! Set! Collaborate!
3:1 Model: Integrating Time for Documentation!
Using Present Level Data to Write SMART Goals
5 Minute Therapy Bursts That Work
Making Your Present Levels Real and Relevant
Using Cuing Strategies: When Is It Too Much?
Scheduling Tips for the School-Based Clinician
Practical Patient Focus: More Bang for Your Buck
Having Difficult Conversations: Know Thyself
Language and Literacy: The Connection
Speech Pathology Expertise in Treating Autism
All Aboard the Educational Collaboration Train
Data Collection Collective
When Dismissal Is The Answer: What Is The Question
Making The Most of Therapy Through Interprofessional Practice Habits

Professional Organizations

Member, American Speech-Language-Hearing Association (ASHA)
Member Special Interest Group (SIG) 1, Language Learning and Education
Member Special Interest Group 11, Supervision
Member Special Interest Group 16, School Based Issues
Member Special Interest Group 12, Augmentative and Alternative Communication
Member Special Interest Group 18, Telepractice

Member, National Committee on Learning Disabilities

Member, Council for Exceptional Children

Member, Texas Speech-Language-Hearing Association (TSHA)
Member Texas Speech Hearing (TSH) Foundation

Member, Houston Association for Communication Disorders

Professional Certifications

Certification of Clinical Competence in Speech-Language Pathology from the American Speech-Language and Hearing Association (CCC-SLP)

Licensure: State of Texas: Speech-Language Pathology (SLP 16700)

Licensure: State of Oklahoma: Speech-Language Pathology (SLP 4811)

Licensure: State of Hawaii: Speech-Language Pathology (SP-1418)

Arizona Highly Qualified Service Provider Status, Speech-Language Pathology

Texas Education Life Time Teaching Credential

Texas Education Administrative Certificate

Professional Activities: Current and Past

Topic Co-Chair for ASHA Convention: Leadership and Professional Issues, 2021

Topic Co-Chair for ASHA Convention: Leadership and Professional Issues, 2020

Topic Committee for ASHA Convention: Leadership and Professional Issues, 2015-2019

Topic Committee for ASHA Convention: Autism Spectrum Disorders, 2013

Topic Committee for ASHA Convention: Supervision and Precepting, 2012

Topic Committee for ASHA Convention: Language and Learning in School-Age Individuals, 2008-2010

Topic Committee for ASHA Convention: Literacy Assessment and Intervention, 2005-2007

ASHA SIG 11 Continuing Education Administrator, 2010-2015

Supervisor/Mentor Clinical Fellowship Experience (81 Clinical Fellows)

TSHA Convention Committee (various roles) 2017-present; 1995-2008

TSHA Leadership Academy Coordinator, 2021

TSHA Leadership Academy Member, 2018-present

TSH Foundation Auction Committee, 2017-present

TSH Foundation Scholarship Committee, 2012-2018

Region 18 Augmentative Task Force, 1998-2001

Region 18 Public School Task Force on Inclusive Practices, 1998-2001

Texas Education Agency Ad Hoc Committee on Inclusive Teaching Practices 2001-2004

Sundance Healthcare Committee for Inclusive Care, 1993-1994

Association of Professional Educators (various roles) 1999-2006

Houston Association for Communication Disorders: Community Involvement Chair, 1992-94

Professional Awards and Recognitions

Distinguished Fellow - National Academies of Practice, Speech-Language Pathology Academy

Texas Speech-Language Hearing Association Hall of Fame Award

Awarded (14) Awards for Continuing Education (ACE) from American Speech-Language-Hearing Association (ASHA)

District Speech-Language Pathologist of the Year Award

Educator of the Month

Community Service: Current and Past

Chapter Director, Gold Star Mothers Organization

Mentor, Survivor of Soldiers (SOS) Organization

Family Liaison, Survivor of Soldiers (SOS) Organization

Meeting Coordinator, Survivor of Soldiers (SOS) Organization

Mother Mentor, Tragedy Assistance Program (TAPS)

Coordinator, USO Welcome Home DFW Airport

Family Liaison, Fisher House of Fort Sam Houston

North Texas Fundraiser Chair, Wounded Warriors

Family Liaison, Center for the Intrepid, Fort Sam Houston

Member, Junior League of Odessa

Auction Chair, Junior League of Odessa

Member, Junior League of Greater Phoenix

Member, Junior League of Arlington

Fundraising Chair for Child Community Programs, Junior League of Arlington

Holiday Cheer Chair, United Way of Tarrant County

Volunteer, North Texas Food Bank

Volunteer, Tarrant County Food Bank

Events Coordinator, Special Olympics

Volunteer, Habitat for Humanity

Fundraiser Chair, March of Dimes

Volunteer, Make A Wish Foundation

Door to Door Campaign of Giving, Carter Blood Bank

Phone Bank Volunteer, St. Jude Hospital

Relay for Life Coordinator – North Texas, Susan G Komen for the Cure

Survivor Mentor, Susan G Komen For the Cure

Volunteer, American Red Cross Feed Houston – Hurricane Harvey

Marva Mount, M. A., CCC-SLP

Member, Cross Roads Church

Vacation Bible School Coordinator, Cross Roads Church

Sunday School Teacher, Young Adults Class

Sunday School Teacher, Elementary 3-5 grade

Visitor Welcome Coordinator, Cross Roads Church

Confidential

Jessica “Jessie” Joplin, M.S., CCC/SLP

PROFILE

Certified and licensed Speech-Language Pathologist with extensive work in school environments. Highly organized problem solver who swiftly handles changing caseloads and related duties. Skilled in administering speech-language diagnostic testing and conducting therapeutic interventions, report writing, scheduling, campus communication, documentation, and Medicaid billing

CERTIFICATION

Licensed Speech-Language Pathologist, State of Texas

Certificate of Clinical Competence, American Speech and Hearing Association (ASHA)

CPR Certification

VitalStim (NMES)

EDUCATION

Northeastern State University

Tahlequah, OK

Master of Science, Speech-Language Pathology

2016

Northeastern State University

Tahlequah, OK

Bachelor of Science

2014

EXPERIENCE

Lackland Independent School District

San Antonio, TX

August- May 2018-2023

- Provided treatment to children with a variety of impairments including articulation, language, and learning disorders.
- Performed comprehensive diagnostic assessments including independent and team assessments.

- Consult with classroom teachers and campus administrators on all aspects of caseload. Scheduling and campus communication. Complete timely paperwork related to referrals, diagnostic reports, IEPs, 3-year re-evaluations,
- Developed a Response to Intervention (RTI) program for students in need of support within the classroom.

Highland Hills Elementary School

San Antonio, TX

2016-2018

- Perform comprehensive diagnostic assessments and provide treatment to children with articulation, language, and learning disorders Consult with classroom teachers and campus administrators on all aspects of caseload. Scheduling and campus communication. Complete timely paperwork related to referrals, diagnostic reports, IEPs, 3-year re-evaluations, and Medicaid billing.

McAlester Regional Health Center

McAlester, OK

March-April 2016

- Assisted in assessing, diagnosing, and treating communication and cognitive-communication deficits and dysphagia.
- Assisted in reviewing physician referrals and patient medical records to formulate an accurate diagnosis and best course of treatment.
- Assisted in educating patients and their families about communicative strategies and effective therapy techniques.

Ft. Gibson Public Schools

Ft. Gibson, OK

January-February 2016

- Assisted in performing exams, determining diagnoses, and outlining treatment plans
- Working with students with Cerebral Palsy, Down Syndrome, Articulation and Phonological Processing Disorders, and Intellectually Disabled.
- Strictly abided by a regular schedule of therapy with realistic goals.

Oktaha Public Schools

Oktaha, OK

August-December 2015

- Assisted in performing exams, determining diagnoses, and outlining treatment plans.
- Working with students with Down Syndrome, Articulation and Phonological Processing Disorders.
- Strictly abided by a regular schedule of therapy with realistic goals.

Northeastern State University

Muskogee, OK

2013-2016

- Software Updates; computer imaging, troubleshooting, and software installations on faculty computers.
- Set up and maintain computer labs
- Facilitate ITV classes, meetings, and conference calls.

Honors and Affiliations

- NESSLHA
- Rho Theta Sigma

KRISTEN LAMBERTH, M.S., CCC-SLP

1005 Winepress Rd. Burleson, TX 76028 | kristen.lambeth@yahoo.com | (817) 437-1942

OBJECTIVE | Certified speech-language pathologist with experience working with children ages 3-18 in school and home settings. Seeking an opportunity to provide teletherapy services while working with an organization that prioritizes student success

EXPERIENCE | **SPEECH-LANGUAGE PATHOLOGIST BURLESON INDEPENDENT SCHOOL DISTRICT** OCTOBER 2017- PRESENT

- Identify need for services by completing comprehensive assessments
- Collaborate with teachers and other service providers to facilitate carry-over of skills
- Develop and implement Individualized Education Programs to ensure the success of students
- Correspond with parents/guardians regarding progress
- Maintain therapy data and attendance records for students receiving speech therapy services
- Manage therapy groups comprising students with a variety of needs
- Increase monetary resources for school district through timely Medicaid billing
- Supervised speech-language pathology assistant
- Prepared future speech-language pathologist to enter professional field through the supervision of graduate student clinician
- Collaborated with district speech therapy team to determine how to address the needs of students when schools were closed during COVID-19 pandemic
- Created activities for and provided speech teletherapy services for students during the 2019-2020 and 2020-2021 school years

SPEECH-LANGUAGE PATHOLOGIST KIDSCARE THERAPY

JULY 2015- OCTOBER 2017

- Maintained changing caseload
- Designed personalized therapy programs to develop functional communication for each patient
- Provided caregiver education to maximize benefits of intervention
- Completed evaluations to ensure timely start of services
- Advocated for patients via progress reports and appeal letters to insurance companies for continuation of services

SPEECH-LANGUAGE PATHOLOGIST EBS HEALTHCARE

AUGUST 2013- MAY 2015

- Managed multiple-school caseload in a large public school district
- Developed and implemented Individual Education Plans
- Maintained therapy records for students receiving speech therapy services
- Collaborated with other service providers to maximize student progress
- Recommended and referred students for additional testing, when indicated
- Conducted evaluations in a timely manner
- Facilitated annual IEP committee meetings with teachers, parents, and administrators
- Generated additional income for school district through documentation and reporting of services for Medicaid reimbursement

EDUCATION	UNIVERSITY OF SOUTH ALABAMA, MOBILE, ALABAMA	2011-2013
	Master of Science, Communication Disorders	
	TEXAS CHRISTIAN UNIVERSITY, FORT WORTH, TEXAS	2009- 2011
	Communication Disorders (Leveling Courses)	
	TEXAS A&M-COMMERCE, COMMERCE, TEXAS	1998-2000
	Bachelor of Science, Theatre	
	HILL COLLEGE, HILLSBORO, TEXAS	1996-1998
	General Studies	

Kendall B. Kordes

KendallBKordes@gmail.com

210.315.4813

Education

University of Texas at Dallas

Graduation: December 2005

-M.S., Communication Disorders

-Emphasis in Speech-Language Pathology

University of Texas at Austin

Graduation: May 2004

-B.S., Communication Sciences and Disorders

-Specialization in Speech-Language Pathology

Certifications

- ✓ American Speech-Language and Hearing Association Certified Speech-Language Pathologist
- ✓ Speech-Language Pathologist Licensed by the State of Texas and California
- ✓ California Teaching Credential
- ✓ Basic Life Support (CPR & AED) Certification

Work Experience

Allied Therapy Services

San Jose, CA

June 2022 – Present

- Serve as a speech-language pathologist to provide insurance funded pediatric speech/language therapy services virtually, via teletherapy platform
- Provided individual (family-centered) therapy services to the birth to three population in the virtual setting on a teletherapy platform as a part of the Individuals with Disabilities Education Act: Part C services
- Provide family trainings and support on speech, language, feeding/swallowing, and cognitive disorders
- In collaboration with my employer, assist in the development of Standard Operating Procedure (SOPs) related to providing ethical and effective virtual speech/language services

Fort Sam Houston Independent School District

San Antonio, TX

June 2021- Present

- Serve as a speech-language pathologist to provide extended school year services for students requiring consistent and intensive treatments
- Work as a part of a cooperative speech-language pathologist between three military school districts

Lackland Independent School District

San Antonio, TX

August 2019-Present

- Serve as a speech-language pathologist practicing in the school setting
- Provide assessment to determine present levels of functioning for various speech, language, cognitive, and developmental disorders
- Perform school and classroom-based treatment services for various speech, language, cognitive, and developmental disorders
- Provide parent/family and teacher/staff education on speech, language, and cognitive disorders

Santa Clara County Office of Education

San Jose, CA

August 2016-July 2019

- Served as a speech-language pathologist practicing in the school setting
- Developed a curriculum and integrated service approach in collaboration with an occupational therapist to implement SPOT (Speech/OT) Groups to all site classrooms to promote generalization of skills for all students receiving county services
- Provided parent and family education on speech, language, cognitive, and feeding/swallowing disorders

Easter Seals Bay Area

San Jose, CA

April 2014 – August 2016

- Served as the Therapy Manager coordinating quality therapy programs for two pediatric clinics
- Supervised 10-20 employees, including speech-language pathologists, occupational therapists, physical therapists, early childhood special educators, program administrators, and front office staff
- Enhanced therapist productivity by 10%

- Worked as a part of a collaborative and interdisciplinary therapy management team
- Provided professional development for therapists through staff trainings, session observations and feedback, case study review, and performance development plans
- Performed and supported speech therapy services for various speech, language, cognitive, and developmental disorders while collaborating closely with families and other professionals
- Provided supervision and guidance to speech-language pathology clinical fellows across multiple locations
- Supported therapists in performing services for children with an autism spectrum diagnosis and challenging behaviors
- Participated on the leadership team by making decisions about company mission, vision, and direction
- Managed a large provider network of subcontractors who treated over 300 of our clients
- Built relationships with our community partners and provider network
- Acted as the liaison between our clinic and funding sources (insurance, regional center, private pay)
- Responsible for hiring and staffing decisions
- Maintained client records and perform audits of records to quality assurance and CARF accreditation

Catholic Charities: The Kennedy Institute

Washington DC

May 2013 - March 2014

- Served as the speech-language pathologist for The Kennedy Institute Child Development Center, preschool program, and provided Strong Start (DC Early Intervention Program) evaluations as a part of a multidisciplinary team
- Provided assessment and diagnostic services to determine the presence of various speech, language, cognitive, swallowing, feeding, and developmental disorders for the DC Strong Start Program
- Performed speech therapy services for various speech, language, cognitive, swallowing, feeding, and developmental disorders in least restrictive environments (i.e. preschool classroom) while collaborating closely with families and other professionals on the team
- Subscribed to an interdisciplinary model of service delivery and utilized a range of resources and approaches to provide appropriate, coordinated services to patients
- Provided supervision, guidance, and coordination for speech-language pathology graduate student interns from the University of DC
- Developed The Kennedy Institute Lending Library as a means to promote early literacy skill development to children at-risk for reading and learning disabilities
- Partnered with Follett Early Learning to promote literacy and education initiatives at the institute
- Provided parent and family education on literacy development

Kennedy Krieger Institute

Baltimore, Maryland

October 2012 - May 2013

- Served as a speech-language pathologist as a part of the outpatient Speech and Language Department and inpatient Intensive Feeding Program
- Provided assessment and diagnostic services to determine the presence of various speech, language, cognitive, swallowing, feeding, and developmental disorders
- Performed clinic-based treatment services for various speech, language, cognitive, swallowing, feeding, and developmental disorders
- Provided parent and family education on speech, language, cognitive, and feeding/swallowing disorders

Magnum Medical Overseas, j.v. Contractor for the US Naval Hospital- Educational and Developmental Intervention Services (EDIS)

Naples, Italy

July 2008 - October 2012

- Served as a speech-language pathologist practicing family-centered care as it relates to Early Intervention Services
- Used theories and practices to deliver comprehensive services in the least restrictive setting for military families overseas
- Provided services to patients 0 to 36 months of age and, upon request of the Medical Treatment Facility (MTF) clinical supervisor, older patients up to 21, and their families
- All services were provided in accordance with standards established by Joint Commission on Accreditation of Healthcare Organizations (JCAHO), applicable to MTF standards, and standards of American Board applicable to speech-language pathologists.
- Provided assessment and diagnostic services to determine presence of various speech, language, cognitive, feeding, and developmental disorders

- Provided consultation, staff training, and quality assurance
- Collaborated with medical personnel to treat patients as a part of a transdisciplinary team
- Provided parent and family education on speech, language, cognitive, and feeding/swallowing disorders
- Developed and implemented a playgroup for parents and children with special needs to socialize and share information

Early Reading First: Literacy Partnership

Washington, DC

August 2007 - June 2008

- Served as a member of an Early Reading First grant team that provided services to preschool classrooms in three public-charter schools in the Washington, DC area
- Supported the development of a literacy partnership between Dr. Froma Roth at the University of Maryland, The Chesapeake Center, and Education Solutions
- Administered multiple assessment tools to enable early identification of children at risk for reading difficulties
- Developed Receptive/Expressive Authentic Language Learning (REALL), a vocabulary enhancement program, in collaboration with other speech-language pathologists
- Provided small group instruction to preschoolers deemed at-risk for emergent literacy problems using two programs: Promoting Awareness of Sounds in Speech (targets: phonological awareness skills) and the REALL
- Mentored classroom teachers in maintaining a positive learning environment (physical and socio-emotional environments)
- Provided ongoing professional development for the teaching staff
- Provided parent education courses and newsletters to promote literacy in the home environment

The Chesapeake Center, Inc.

Springfield, VA

January 2006 - June 2008

- Served as a Speech-Language Pathologist in a home-based early intervention and clinic setting
- Completed clinical fellowship
- Provided assessment and diagnostic services to determine the presence of various speech, language, cognitive, feeding, and developmental disorders
- Provided individual (family-centered) therapy services to the birth to three population in the home setting as a part of the Individuals with Disabilities Education Act: Part C services
- Provided individual and group therapy services to the birth-18 population in a clinical setting
- Provided family education on speech, language, cognitive, and feeding/swallowing disorders
- Collaborated in the development and implementation of feeding group for children with sensory-based feeding disorders
- Collaborated in the development and implementation of social skills group for children diagnosed with autism spectrum disorders

Specialized Training

- The Hanen Program for Parents®
It Takes Two to Talk® Program 5 October - 7 October 2011 San Diego, CA
- Autism Diagnostic Observation Schedule (ADOS)
TEACCH Center 14 October - 15 October 2010 Chapel Hill, NC
- Routine-Based Interview; Enhancing Family Support
Best Practices in Early Intervention Home/Community Based Support & Services
Department of the US Army Medical Command
3 June - 4 June 2009 Heidelberg, Germany
- Child Maltreatment for Multidisciplinary Professionals
US Naval Hospital Naples Annually, 2008-2012 Naples, Italy

Awards

* Exceptional Employee Award
Magnum Medical Overseas, J.V.
Dates: 2009, 2010, 2011

*Contractor of the Year
US Naval Hospital – Naples, Italy
Dates: 2010

Appendix B: Requested Terms & Conditions

Notwithstanding anything to the contrary in the Request for Proposal, the parties agree to add the following terms collectively listed and contained in the Vendor's Standard Terms and Conditions which is attached hereto and incorporated into this Solicitation by reference.

- Section 3 – Intellectual Property;
- Section 6 – Customer Content and Responsibilities
- Section 7 – Warranties and Disclaimers
- Section 8 – Limitation of Liability
- Addendum for Instructional Services and Professional Development

Any references to “Customer” will mean “Ocean Springs School District.”



IMAGINE LEARNING LLC TERMS AND CONDITIONS OF COMPANY SERVICES

This “Agreement” (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below (“Effective Date”) between Imagine Learning LLC, its affiliates and subsidiaries (“Company”) and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1.1 “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 “Authorized User” means any third party who is authorized by Customer to access the Services pursuant to Customer’s rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3 “Confidential Information” means all non-public, proprietary or confidential information relating to a “Disclosing Party” that is disclosed or otherwise supplied in confidence to the “Receiving Party” under this Agreement. Company’s Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 “Confidential Student Information” means information that personally identifies a student who is enrolled or was previously enrolled at the Customer’s institution. This term includes the student’s name, the name of the student’s parents or family members, the student’s (or student’s family’s) address, telephone number, email address, date of birth, place of birth, mother’s maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer’s institution.

1.5 “Customer” means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6 “Customer Content” means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7 “De-Identified Data” means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.8 “Documentation” means the technical materials provided by Company to Customer in hard copy or electronic form describing the use and operation of the Services.



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1.9 “Instructional Services” means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 “Price Quote for Services” or “Quote” means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 “Products” means durable, physical or consumable materials such as student or teacher workbooks, textbooks, physical kits or other items provided to correspond with Company courseware, audio, video and other content curriculum, and/or Documentation and software.

1.12 “Professional Development” or “Professional Learning” means the instructional training, consulting and coaching for all licensed products and services provided by the Company as described in the applicable Price Quote for Services. Professional Development/Professional Learning services are subject to the additional terms contained in the attached Addendum.

1.13 “Services” means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers’ access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

1.14 “Supported Environment” means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company’s website.

2. PROVISION OF PRODUCTS & SERVICES

2.1 Access. Subject to Customer’s payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Products and Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

2.2 Return Policy. Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to the Company by Customer within thirty (30) days of receipt. Customer must obtain written authorization from Company for the return. Customer may not return Products without Company’s written authorization. For clarity, science lab kits may not be returned.

2.3 Support Services. Company will provide Customer with the support services described at <http://help.imaginelearning.com/hc/en-us>.

2.4 Hosting. Company shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require Company to provide for, or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User or any other user to provide access from the Internet to the Services.



3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

- a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.
- b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
- c) **Single User** - available to a single user identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.
- d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
- e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c), a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

3.3 Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

3.4 Ownership. Except for the licenses granted by Company under this Agreement, as between



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Company and Customer, Company owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the Services and Documentation.

3.5 Open Source Software. Certain items of software used in the Services are subject to “open source” or “free software” licenses (“Open Source Software”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4. FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services (“Fees”) and the amounts set forth in such invoices shall be due from Customer net thirty (30) days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer’s access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving federal, state or local funds, Customer’s payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

6. CUSTOMER CONTENT AND RESPONSIBILITIES

6.1 License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely or the purposes of providing the Services under this Agreement; and (b) to use Customer’s trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

6.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any Authorized User, Customer shall have obtained any necessary consent to contact such Authorized User via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic or unlawful; (iv) contain any viruses, worms or other malicious computer programming codes intended to damage Company’s system or data; or (v) otherwise violate any privacy or other right of any third party.

6.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. Each Authorized user must be granted a unique User ID. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and Company will not be liable for any activities undertaken by anyone using Customer’s Access Protocols. Customer will immediately notify Company of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer. **Customer Responsibility for Access, Content and Security.** Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer



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Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.

7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

8. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT FOR THE APPLICABLE SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

9. CONFIDENTIALITY; PRIVACY

9.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party ("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

9.2 Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy



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Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at <https://www.imaginelearning.com/privacy> ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

9.3 Data Security. Company agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. Company shall implement and maintain commercially reasonable administrative, technical and physical security measures designed to protect Confidential Information from unauthorized access, disclosure and use. Company will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. Company will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. Company will cooperate with the Customer to comply with any applicable data breach notification laws.

9.4 Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for those purposes allowed under applicable law and for the following purposes: (1) to demonstrate the effectiveness of the services; (2) research and development of the Company's educational sites, services, or applications; and (3) for adaptive learning purpose and for customized student Learning. Company agrees not to attempt to re-identify aggregated or De-identified Data. Company's use of aggregated data and De-identified data shall survive termination of this Agreement or any request by LEA to return or destroy Data.

9.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1 By COMPANY. Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors or representatives of Company, for claims



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and actions described in this Section 10.1.

10.2 By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) any failure by Customer to adhere to applicable laws, rules and regulations (including school board and district policies) relating to Customer's modified or customized content where permitted within Company provided Products or Services; (c) Customer's unauthorized use of Services hereunder and/or (d) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2. Notwithstanding the foregoing, Company shall not be liable for Customer's insertion or use of any self-created or third party content which violates any applicable laws, rule and regulations.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

11.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after its receipt of written notice of such breach.

11.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

12. GOVERNING LAW AND VENUE If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non- conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.



13. MISCELLANEOUS.

13.1 Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.

13.2 Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3 No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4 Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5 Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6 Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7 Export. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

13.8 Notice. Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

13.9 No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.



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IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

CUSTOMER:	IMAGINE LEARNING LLC
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address: 100 S. Mill Avenue, Ste. 1700 Tempe, AZ 85281



Addendum for Instructional Services and Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.
3. **HOURS OF AVAILABILITY.** Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.



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- c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
- 6. **PROFESSIONAL DEVELOPMENT / PROFESSIONAL LEARNING SERVICES.** If included in the Quote, Company may also provide Professional Development / Professional Learning Services which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate these Services, and for scheduling these Services at least two (2) weeks in advance.
 - a. **Charges for Professional Development/Professional Learning Services.** Before delivering Professional Development/Professional Learning Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development/Professional Learning Services will be available for use by Customer only during the Term of the Subscription.
 - b. **Use of Customer's Facilities.** If Company will be providing any Professional Development/Professional Learning Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development/Professional Learning personnel meet and comply with all such requirements.
 - c. **Forfeiture & Cancellation of PD Services.** Professional Development / Professional Learning Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development/Professional Learning Services are changed or cancelled less than forty-eight (48) hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development/Professional Learning Services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development/Professional Learning Services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development/Professional Learning Services.
 - d. **Service Provision.** In some cases, Company may use subcontractors to provide Professional Learning services for core curriculum implementations.
- 7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of Instructional or Professional Development/Professional Learning Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.



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ADDENDUM FOR SPEECH & LANGUAGE SERVICES

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Speech & Language Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Speech Language Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Speech & Language Services.
3. **HOURS OF SERVICE.** Upon receipt of Customer purchase order,
 - a. Speech and Language services will be provided at the direction of the Customer per IEP determinations, district policy, and departmental guidelines upon receipt of Customer purchase order.
 - b. Services will not exceed 40 hours per week/per provider.
 - c. Service provision will align with Customer or district calendar and within the designated school hours.
 - d. Speech and Language Pathologists ("SLP") will complete designated weekly schedule/calendar, due to the designated District contact/Lead SLP on the Monday of each new work week.
4. **NO GUARANTY OF OUTCOMES.** Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from Company's provision of Speech and Language Services.
5. **CUSTOMER RESPONSIBILITIES.** Customer is responsible for providing the following:
 - a. Technology platform details, preferences, and restrictions to Company;
 - b. Technology, including computer, computer with audio and camera and headphones (if needed) to student;
 - c. Quiet and confidential location for Speech and Language services to be provided;
 - d. Student work area to include table and chairs;
 - e. A speech helper/facilitator to bring students to and from the therapy location, manage behavior, troubleshoot any technical issues, and to assist the SLP with documentation requirements related to case management duties;
 - f. District calendar and bell schedules for all schools that are receiving Speech and Language services to Company;
 - g. Roster of students receiving Speech and Language Services and their information, as well as complete the onboarding process with the Related Services Director prior to the start of therapy services to include completing a SMARTSHEET form, checklist, and attending a kickoff call and follow up meetings, as needed;
 - h. Access and training on Customer's SPED system to the Company's SLP for the purpose of completing IEP;



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- i. Training on all new district procedures and data programs;
- j. Prompt notification to Company SLP of student absences from school;
- k. Minimally, the current IEP for participating students to include IEP goals and objectives, accommodations, modifications, and services schedule information;
- l. Signed parental consent forms for Speech and Language Services to be provided via teletherapy; and
- m. Prompt notification to Company if a student withdraws from the district.

6. COMPANY RESPONSIBILITIES. Company is responsible for providing the following:

- a. Speech and Language Services to eligible students as specified in the IEP determinations, Customer district policy and departmental guidelines;
- b. Required Customer documents prior to service initiation;
- c. SLP teletherapists with demonstrated school-based knowledge in language, articulation, fluency, and voice as well as appropriate report writing and scoring ability for speech assessments;
- d. Student evaluations including scoring and full and individual reports;
- e. Assignments based on district speech and language service needs;
- f. Customer is billed quarterly from the contact start date. Billing is Net 30 from the invoice date.

7. Direct and Indirect Case Management services, as detailed below, are required for each student and are considered billable.

a. Direct Case Management services include but may not be limited to:

- 1) Direct therapy minutes taken from the student's current IEP schedule. These minutes may be provided individually or in small groups of up to four (4) students. These may include minutes that are required for make-up, secondary to no SLP coverage on a particular campus. These service minutes will be documented, per student, each day on the Company's log of services delivered daily and will be housed in Genius.
 - a) Evaluation minutes obtained during a speech and language evaluation process when child is present with the SLP while completing standardized, non-standardized, criterion-referenced, or informal evaluation procedures in the evaluation process (initial and re-evaluation)
 - b) Dynamic and ongoing assessments of students (informal assessments, pre- and post-test assessments for IEP goal/objective update, etc. as related to progress monitoring).

b. Indirect Services include but may not be limited to the completion of:

- 1) Full and Individual Evaluation reports following formal and informal evaluations (as required per Customer policy/protocols)
- 2) Progress notes at the end of each grading cycle (based on district calendar and progress note dissemination schedule);
- 3) IEP documentation for scheduled IEP meetings, to include notification and invitation to parent and required school personnel;



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- 4) Connection of educational/learning standards for the learner to the IEP for speech/language
- 5) Consultation/collaboration with teachers assigned to students to ensure match of learner style to teaching style;
- 6) Design and engagement (per Customer protocol) in pre-referral (Tier 1 and Tier 2) intervention activities/consultation/parent information/training;
- 7) Design and recommendations or adaptations to curriculum and delivery of instruction utilizing IPP/IPE constructs;
- 8) Design and recommendations for accommodations to the student curriculum to benefit the student with special needs in collaboration with the IEP team;
- 9) Observation of students within the educational setting for progress monitoring, accommodations or need to re-author objectives through the IEP meeting process (if possible, by virtual SLP);
- 10) Student screenings for suspected speech and/or language challenges (conducted based on district protocols/policies/procedures surrounding screenings);
- 11) Attendance & participation in interdisciplinary team meetings to address challenges students may face;
- 12) Attendance at teacher/service provider meetings (planning, progress monitoring, accommodations to programs) as required;
- 13) Interprofessional practice/collaboration with parents and team members (in and out of the school setting);
- 14) Coordinate with any private/non-public related services providers for progress monitoring and consultation (per district protocol)
- 15) Design and program high, medium, and low-tech assistive technology and augmentative communication devices, attend and/or provide training on use to personnel and parents, as required
- 16) Monitor implementation of IEP modifications and/or accommodations per student IEP documents
- 17) Plan and prepare lessons for students based on IEP plan and objectives for individualized instruction that are educationally and evidence-based
- 18) Collect and report student performance data in accordance with district policy
- 19) Complete all compliance related paperwork for each student, per district instructions
- 20) Complete daily service logs, parent/staff contact logs