

Corporate Office

2586 Trailridge Drive East, Suite 100 Lafayette, CO 80026 Ph: 866-600-7598 Fax: 303-456-2173 www.thesteppingstonesgroup.com

## **AGREEMENT**

This Agreement is made and entered by and between Cumberland Therapy Services, LLC a subsidiary of Pediatric Therapy Services, LLC (d/b/a The Stepping Stones Group), 2586 Trailridge Drive East, Suite 100, hereinafter referred to as "Contractor" and, <u>Harvey School District 152, 16001 Lincoln Avenue, Harvey, IL 60426</u> hereinafter referred to as "School District." It is hereby agreed as follows:

**FEES:** Contractor agrees to provide the following services to School District and School District agrees to pay the following hourly rates for those Services:

Special Education Teacher Services

\$62.00 per hour

School District agrees to be billed (except during holidays) by Contractor for aggregate weekly 35 hours specified in Exhibit B of this agreement; provided, however, that if any employee of Contractor is absent during any week due to illness or other personal time off and Contractor does not replace such employee during such week, the foregoing minimum amount will be reduced by the number of hours of such absence. No employee of Contractor will work above 40 hours per week without advanced authorization from both Contractor and the designated supervisor assigned by School District. Any hours worked, that are considered overtime by state or federal law will be billed at 150% of bill rate. School District will not be billed during school closures and school holidays.

When Statutory Costs and other employee costs of living increase, Contractor will pass those increases along to School District with no mark-up. School District agrees to pay such increases at the same time as any billed fees pursuant to this Agreement. Statutory Costs include any costs and expenses of Contractor that are associated with Workers Comp, FICA, FUTA, SUTA, and incremental costs associated with the Affordable Care Act (ACA), among others.

MILEAGE: To the extent applicable, travel between schools will be considered billable time and will be billed at the current IRS mileage rate. No travel will be billed when work is completed at one site.

**PAYMENT TERMS:** School District will be billed every two weeks via email and agrees to pay all outstanding invoices within 30 days of receipt. School District agrees and understands that School District is billed on actual hours of service provided by the Contractor's employee, based on the total hours listed on a biweekly timesheet. To ensure billing accuracy and timeliness, School District will complete Exhibit A.

A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts. Payments by School District will thereafter be



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applied first to accrued interest and then to the principal unpaid balance. Any attorneys' fees, court costs, or other costs incurred in collection of delinquent accounts shall be paid by School District. If payment of invoices is not current, Contractor may suspend performing further work.

**EMPLOYEE BENEFITS AND INSURANCE:** Contractor will be responsible for providing all employee benefits and insurance including Workers' Compensation coverage.

**NO SOLICITATION:** During the term of this Agreement and for a period of two years after the termination of this Agreement, School District agrees not to directly or indirectly contract with, offer employment to or hire any employee of the Contractor assigned to School District or any candidate submitted by Contractor to School District. School District agrees that liquidated damages may be assessed and recovered by Contractor.

**CONFIDENTIALITY:** School District agrees not to provide the content information of this Agreement to any individual or an entity that may be considered a competitor of the Contractor. School District further agrees not to discuss or disclose any information pertaining to the contents of this Agreement including but not limited to fees/costs, duration and terms, etc. to the Contractor's employee assigned to provide services to the School District. Disclosure of such information to the Contractor's employee will be considered a breach of this Agreement.

Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of School District's confidential information will be imputed to Contractor as a result of any of Contractor's employees having access to such information. The provisions set forth in the foregoing paragraph and this paragraph shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

**COOPERATION:** School District agrees to cooperate fully and to provide assistance to Contractor in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve any employees of Contractor.

**TERMINATION:** This Agreement will end on 5/31/2019 and may continue beyond this period by mutual consent. School District agrees not to terminate the Agreement until the end of the term unless (a) Contractor's employee assigned to School District as a whole is deficient in its performance of the services hereunder or (b) any member of Contractor's employee assigned to School District commits an act of professional or ethical misconduct. School District agrees to notify Contractor of any deficiencies in services or possible ethical or professional conduct as soon as School District becomes aware of such deficiencies or misconduct and further agrees to permit Contractor the opportunity to cure any deficiency or misconduct within thirty (30) days of such



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notice in lieu of termination of this Agreement. Contractor may terminate this Agreement (i) if School District discontinues operations or (ii) if School District fails to make any payments as required by this Agreement.

INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by law, Contractor will defend, indemnify, and hold School District and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from Contractor's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of Contractor or Contractor's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

To the extent permitted by law, School District will defend, indemnify, and hold Contractor and its parents, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by or arising from School District's breach of this Agreement; its failure to discharge its duties and responsibilities; or the gross negligence or willful misconduct of School District or School District's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.

As a condition precedent to indemnification, the party seeking indemnification will inform the other party within ten (10) business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.

The provisions in this section of the Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

**JURISDICTION:** This agreement shall be governed by, construed, and is enforceable in accordance with the laws of the State of Colorado. Any action or proceeding relating to or arising out of this Agreement shall be commenced and heard in the State or Federal Court sitting in Colorado. Both parties hereby consent to the jurisdiction and venue of such courts.

**GENERAL**: No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.



Phone: (800) 337-5965

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The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

PHONE: 708-333-0300

Signed for Contractor:	Signed for School District:
Signature  La Royal	Signature
Name Name	Name
Liz Bryan	
Title	Title
Director of Midwest Client and Therapy Services	
Date 8/15/2018	Date
The Stepping Stones Group	Harvey School District #152
2586 Drive East, Suite 100	16001 Lincoln Avenue
Lafavette, CO 80026	Harvey, IL 60426



#### WORK EXPERIENCE

### Inclusion Teacher

Nancy B. Jefferson Alt. School - Chicago, IL - July 2008 to Present

- Teach Mathematics, English and Chemistry in an inclusive dassroom.
- Organize cooperative learning activities.
- Assess individual students' performance quarterly.
- Write, teach and modify lesson plans to meet the academic needs of my students.
- Team member of IEP meetings.
- Full-time 9th thru 11th inclusion teacher in a diverse juvenile justice school system. Under my tenure, discipline issues have
  decreased, learning retention has increased, and the number of students' reading below grade level has gradually increased
  over the years. I have also succeeded in creating a classroom environment that is conducive for learning.

## Cross Categorical Self-Contained Classroom Teacher

Englewood Technical Preparatory Academy - Chicago, IL - January 2000 to June 2008

- Taught Mathematics in cross categorical self-contained classrooms.
- Taught Mathematics in cooperative team teaching classrooms (CTT).
- Organized cooperative learning activities.
- Tutored students seeking additional guidance with course work.
- Assessed students' performance every academic year.
- Conducted individual student conferences.
- Wrote, taught and modified dynamic lesson plans to meet the academic needs of students.
- Team member of IEP meetings.

## Department Chair

Englewood Technical Preparatory Academy - October 2003 to June 2005

- As a strong advocate, consensus builder, budget wizard, and a superb manager, I was elected the Special Education Department Chair for two academic sessions.
- As the department's frontline manager, I was the primary spokesperson for staff and students.
- Served as a liaison between administration and department members.
- Scheduled and presided over all department meetings.
- Served both as a manager and department colleague, advisor and advisee, soldier and captain, drudge and boss.
- Collaboratively worked with the school Case Manager to schedule and implement IEP meetings.
- Worked alongside with members of the department as a manager who is sometimes managed, a leader who is sometimes led, a
  parent who continually strives to keep peace for the sake of mutual benefit and progress for all.
- Dealt with the expectations and desires of the students in the department, the personal and professional hopes and fears of
  department staff members, the often-perplexing priorities of the central administration, and the bureaucratic procedures of accrediting
  agencies.
- Served as one of the school's representatives to the Board of Education's Department of Specialized Services in matters concerning special needs services.
- Served as the primary interpreter of externally imposed mandates for the department.
- Ensured that current resources were effectively used by members of the department.
- As a servant of special needs students, I made sure that the quality of the department's programs was highly promoted while they
  remained alert to the need for curricular revision to meet the needs of the students.
- Finally, as a chair, I was the only leader with requisite discipline training and vantage point needed to assess program quality and identify areas of needed change.

## Professional Organization

- Member, Council of Exceptional Children (CEC)
- Association for Supervision and Curriculum Development (ASCD)
- · Member, AASA

#### **EDUCATION**

## Doctor of Education in Educational Leadership

Argosy University - Phoenix, AZ 2013

## Master of Science in Education

Chicago State University - Chicago, IL 1999

# Bachelor of Arts in English Language

University of Maiduguri 1989

## ADDITIONAL INFORMATION

#### Qualifications

- Type 10 certificate issued by the state of Illinois
- · Learning behavior specialist (1) certificate issued by the state of IL
- English language (Endorsement)
- Thirteen (13) years of teaching experience
- Experience working with diverse population
- · Has always maintained a safe and stimulating classroom environment
- Rich experience in creating developmentally appropriate lesson plans, grading papers, and preparing progress reports
- Clear communicator who partners with parents to help enhance students' academic success
- · Collaborative team player who contributes to school-wide success



# Illinois State Board of Education

James T. Meeks, Chairman Tony Smith, Ph.D., State Superintendent of Education

# Educator Licensure Information System Welcome, Public User - Sign Out



# Credentials

Home > Educator

Primary Information

Full Name: Ndieze U. Nnawuchi

Gender: Male

Profile

Deceased: No

#### Show All

## Licenses

Select	License ID	License	Status Code	Status Desc	Entitlement	Application Date	Orig Issued	Issued	Expires	ROE	Registered Thru	Reg. Fees Due
Select	1508509	SUB	Х	Expired		12/03/1996	12/03/1996	07/01/2013	06/30/2000	15	2000	\$0.00
Select	2019821	PEL	1	Issued		04/17/2015	12/27/1999	07/01/2013	06/30/2020	15	2020	\$0.00

# Illinois Approved Program / Endorsements For Selected License

Description	Grade	Status Description	Issued	Major?	Illinois Approved Program?	Approved Program Grade	Endorsement?	Entitlement	Application Date
English Language Arts	Senior HS - Grade 9 through Grade 12	Issued	03/27/2009	Yes	No		Yes		03/27/2009
Learning Behavior Specialist I	PreKindergarten through Age 21	Issued	08/14/2002	Yes	No		Yes		08/14/2002
Social/Emotional Disorders	PreKindergarten through Age 21	Issued	02/07/2001	Yes	Yes		Yes		02/07/2001

## **Approvals**

Approval Code	Approval	RCDT	Endorsement	Grade	Application Received	Status	Approval Granted Date	End Date
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# **Designations**

Source Status Designation Grade Candidate Number Issued Expires	Completed On
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## Registration

Fiscal Year	School Year	Region Code	Region	License Code	License	Certificate Number
2015	2014-2015	05	Region 05 North Cook ISC 1	PEL	Professional Educator License	
2014	2013-2014	05	Region 05 North Cook ISC 1	PEL	Professional Educator License	
2013	2012-2013	05	Region 05 North Cook ISC 1	PEL	Professional Educator License	
2012	2011-2012	05	Region 05 North Cook ISC 1	PEL	Professional Educator License	
2011	2010-2011	05	Region 05 North Cook ISC 1	PEL		

					Professional Educator License
2015	2014-2015	06	Region 06 West Cook ISC 2	PEL	Professional Educator License
2014	2013-2014	06	Region 06 West Cook ISC 2	PEL	Professional Educator License
2013	2012-2013	06	Region 06 West Cook ISC 2	PEL	Professional Educator License
2012	2011-2012	06	Region 06 West Cook ISC 2	PEL	Professional Educator License
2011	2010-2011	06	Region 06 West Cook ISC 2	PEL	Professional Educator License
2015	2014-2015	07	Region 07 South Cook ISC	PEL	Professional Educator License
2014	2013-2014	07	Region 07 South Cook ISC 4	PEL	Professional Educator License
2013	2012-2013	07	Region 07 South Cook ISC	PEL	Professional Educator License
2012	2011-2012	07	Region 07 South Cook ISC 4	PEL	Professional Educator License
2011	2010-2011	07	Region 07 South Cook ISC 4	PEL	Professional Educator License
2010	2009-2010	14	COOK ROE - SUBURBAN	PEL	Professional Educator License
2020	2019-2020	15	CITY OF CHICAGO	PEL	Professional Educator License
2019	2018-2019	15	CITY OF CHICAGO	PEL	Professional Educator License
2018	2017-2018	15	CITY OF CHICAGO	PEL	Professional Educator License
2017	2016-2017	15	CITY OF CHICAGO	PEL	Professional Educator License
2016	2015-2016	15	CITY OF CHICAGO	PEL	Professional Educator License
2015	2014-2015	15	CITY OF CHICAGO	PEL	Professional Educator License
2014	2013-2014	15	CITY OF CHICAGO	PEL	Professional Educator License
2013	2012-2013	15	CITY OF CHICAGO	PEL	Professional Educator License
2012	2011-2012	15	CITY OF CHICAGO	PEL	Professional Educator License
2011	2010-2011	15	CITY OF CHICAGO	PEL	Professional Educator License
2010	2009-2010	15	CITY OF CHICAGO	PEL	Professional Educator License
2009	2008-2009	15	CITY OF CHICAGO	PEL	Professional Educator License
2008	2007-2008	15	CITY OF CHICAGO	PEL	Professional Educator License
2007	2006-2007	15	CITY OF CHICAGO	PEL	Professional Educator License
2006	2005-2006	15	CITY OF CHICAGO	PEL	Professional Educator License
2005	2004-2005	15	CITY OF CHICAGO	PEL	Professional Educator License
2004	2003-2004	15	CITY OF CHICAGO	PEL	Professional Educator License
2003	2002-2003	15	CITY OF CHICAGO	PEL	Professional Educator License

2002	2001-2002	15	CITY OF CHICAGO	PEL	Professional Educator License	
2001	2000-2001	15	CITY OF CHICAGO	PEL	Professional Educator License	
2000	1999-2000	15	CITY OF CHICAGO	PEL	Professional Educator License	

# **Previous Qualifications**

Endorsement Code Endorsement	Grade	Status Code	Status	Region Code	Region	Issued
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