# AGREEMENT FOR EDUCATIONAL SERVICES BETWEEN JOHNSON COUNTY JJAEP AND THE BRIDGE SCHOOL

This Agreement for Educational Services ("Agreement") is made by and between the JOHNSON COUNTY JJAEP, a public school program and political subdivision of the State of Texas, with an address of 1102 E. Kilpatrick Street, Ste. C, Cleburne, Texas 76031, and THE BRIDGE SCHOOL ("School"), a Texas corporation, with an address at 3333 Bering Drive, Houston, Texas, 77057.

WHEREAS, Johnson County JJAEP desires to implement a program to assist its students who are at risk of dropping out of school prior to graduation to remain in school and obtain a high school diploma; and

WHEREAS, the School is accredited by the Southern Association of Colleges and Schools and operates an on-line program developed to assist students who are at risk of dropping out of school satisfy the coursework and requirements for a high school diploma;

WHEREAS, the State of Texas has identified the need for improving the percentage of students who graduate from high school and has recognized the need for cooperation and innovation in addressing the dropout problem; and

WHEREAS, Johnson County JJAEP desires to contract with the School to provide on-line instructional services for its at-risk students and the School agrees to provide such services in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Johnson County JJAEP has determined that the professional services to be provided by the School are necessary in the conduct of Johnson County JJAEP, that contracting with the School serves a public purpose, and that Johnson County JJAEP will receive a benefit from contracting with the School.

NOW THEREFORE, in consideration of the mutual covenants and promises herein and other good and valuable consideration, Johnson County JJAEP and the School agree as follows:

#### **ARTICLE I**

#### **PROGRAM DESCRIPTION**

The School has developed an on-line instructional program ("Program") designed to assist students who are at risk of dropping out of school. The Program will assist Eligible Students (as hereinafter defined) to meet the qualifications for graduation from high school and be prepared for post-secondary education. Program courses will meet the requirements of the Texas Essential Knowledge and Skills ("TEKS"). The Program provides competency based courses in subject matter in which eligible students have failed the Texas Assessment of Knowledge and Skills ("TAKS") subtests and elective credits for testing out of areas where a student has demonstrated competency. Additionally, the School provides core and elective courses that may be used to deliver credit as required. Students eligible "Eligible Students") for enrollment in the Program are those currently enrolled in Johnson County JJAEP as seventh through twelfth grade students and who have been identified by Johnson County JJAEP as being at risk of dropping out of school under one or more of the following indicators:

- 1. Repetition of 9th grade
- 2. Failure of grade level prior to high school
- 3. Over age for grade level
- 4. Failure on one or more TAKS sub-tests
- 5. Failure of a core area course
- 6. History of unexcused absences
- 7. Low reading level
- 8. History of drug or alcohol addiction or use
- 9. History of delinquency and adjudication
- 10. School disciplinary violations
- 11. Limited English proficiency
- 12. History of abuse
- 13. Family crises
- 14. Low family income level
- 15. Single parent family combined with any of the above
- 16. Any other indicator identified by the Texas Education Agency ("TEA") in its early warning data system or other dropout prevention studies

An Eligible Student who has multiple indicators as enumerated above is at increased risk of dropping out of school prior to graduation.

# Services to be Provided and Covenants of The School

- 1. The School will provide teachers, instruction, materials, and educational services as described in this Agreement ("Services") to Eligible Students who participate in the Program ("Participating Students"). Program courses will be provided in classrooms or other locations identified by Johnson County JJAEP. At the option of Johnson County JJAEP, the Participating Students will either continue to be Johnson County JJAEP students or become students officially enrolled in the School ("School Enrolled Students").
- 2. The Program and Services to be provided by the School will comply with all Applicable Law (as hereinafter defined).
- 3. The School shall accept any Eligible Student in the Program that Johnson County JJAEP requests to receive Services as a Participating Students.
- 4. The School agrees to provide instruction to and prepare Participating Students for high school graduation according to the TEKS, or its State-mandated successor, ensuring that each the School delivers appropriate instruction to cover these appropriate instructional objectives and that Participating Students are prepared to master the objectives for the course so as to earn high school credits toward graduation. Additionally, the School will make available elective and core courses to Participating Students that meet any applicable guidelines for high school credit.
- 5. The School's full-time instructional staff who provide Services to Participating Students shall possess at least a baccalaureate degree from an accredited college or university, meet the competency requirements of the State of Texas interpretation of No Child Left Behind (NCLB) requirements, and have completed the appropriate level of the Texas Examination of Educator Standards (TExAS) or the State-mandated successor instrument.
- The School's full-time instructional staff who provide Services to Participating Students may attend
  appropriate Johnson County JJAEP training sessions and in-services at no cost to the School or its
  staff.
- 7. The School shall maintain records regarding attendance and course use of the Participating Students and provide all grades and educational and other information to Johnson County JJAEP on a timeline agreed upon in advance by the School and Johnson County-JJAEP or as otherwise requested by Johnson County JJAEP.
- 8. For Participating Students who continue to be Johnson County JJAEP students, Johnson County JJAEP will account for enrollment and attendance in accordance with TEA requirements. For School Enrolled Students, the School will maintain enrollment and attendance records as required by any Applicable Law, including any SACS guidelines required to maintain accreditation, and in accordance with best practices followed by private schools.

- 9. The School will provide instruction to Participating Students using curriculum that incorporates the Texas Essential Knowledge and Skills ("TEKS"), or the State-mandated successor, any Applicable Law, and as approved by Johnson County JJAEP. The School may provide any software, curriculum materials, and other instructional materials as part of its Services.
- 10. During the Term ("Term") of this Agreement, the School will maintain its SACS accreditation and TEA approval through The Texas Private School Accreditation Commission
- In accordance with Applicable Law, the School will maintain student records and provide to Johnson County JJAEP copies of the grades, progress, and other informational data on student assessment, promotion, retention, award of diplomas, and other student data, including but not limited to, copies of report cards and original teacher grade books. With regard to Participating Students who continue to be Johnson County JJAEP students, Johnson County JJAEP designates the School to be its agent for the purpose of Family Educational and Privacy Rights Act ("FERPA"). The School shall insure and shall institute policies and procedures reasonably calculated to insure, that its employees and agents of the School comply with these and all other federal and state laws governing the rights of the Johnson County JJAEP students with respect to education records, and shall protect the student education records against accidental or deliberate re-disclosure to unauthorized persons.
- 12. The School will prepare and maintain records relating to the Participating Students, whether Johnson County JJAEP students or School Enrolled Students, relating to the Program in accordance with Johnson County JJAEP record requirements and other Applicable Law to include demographic data, test scores, discipline records, attendance, and other appropriate information.
- 13. The School will maintain any other records and information relating to the Program and Participating Students as may be required by SACS guidelines and will make such records available to Johnson County JJAEP upon reasonable request.
- 14. With regard to Participating Students who remain Johnson County JJAEP students, the School will operate the Program in accordance with all requirements and guidelines as may be reasonably requested by Johnson County JJAEP.
- 15. The School will respond to requests for information from Johnson County JJAEP and its auditors and cooperate with Johnson County JJAEP in responding to any requests for information from TEA or other agencies so that Johnson County JJAEP can meet its obligations under Applicable Law.
- 16. The School will perform criminal background checks and employee history checks on all the School employees and all the School applicants who are offered a position, and criminal back ground checks on all volunteers. The School will not employ any person to perform Services under this Agreement who has a criminal history of being convicted of a felony, a crime of moral turpitude, or any crime involving children. The School will make available to Johnson County JJAEP evidence of satisfying the requirements of this paragraph.
- 17. No former Johnson County JJAEP employee who was terminated, non-renewed, resigned in lieu of termination, or resigned while under an investigation for employee wrongdoing from Johnson County JJAEP shall be allowed to work for the School in any capacity, nor shall such persons have any contact with students under this Agreement.
- 18. The Bridge School will report any inappropriate behavior by Bridge School Staff to the Chief Juvenile Probation Officer of Johnson County and to the JJAEP Principal.
- 19. For Participating Students who remain Johnson County JJAEP students, the School shall administer all student disciplinary actions in accordance with the Johnson County JJAEP Code of Student Conduct, and the School student handbook (although Johnson County JJAEP 's Code of Student Conduct will control in the event of conflicting provisions), and all Applicable Law.
- 20. The School promptly will notify designated Johnson County JJAEP personnel and complete all appropriate forms and paperwork in the event that the School suspects that a particular Participating Student who is a Johnson County JJAEP student may have a disability that may qualify him/her for special education services. Any such student shall be referred for testing through normal Johnson County JJAEP procedures to determine if the student is qualified for special education services. Johnson County JJAEP will provide the testing and any required special education services except for modifications required in the instructional process. School personnel the School teachers will be a part of the IEP team, will implement any classroom modifications included in a student's IEP, and otherwise cooperate with Johnson County JJAEP in the provision of special education services required for a Participating Student.

- 21. With respect to Participating Students who continue to be Johnson County JJAEP students, the School shall follow the Johnson County JJAEP calendar unless the Johnson County JJAEP Superintendent or his designee provides written approval of an alternate calendar for the operation of the Program.
- 22. The School agrees that the payments under the terms of this Agreement fairly compensate the School for the Services rendered and shall not seek additional funding from Johnson County JJAEP during the term of the Agreement and shall not seek additional funding through tuition from any student's family.

## Services to be Provided and Covenants of Johnson County JJAEP

- 1. Johnson County JJAEP will identify Eligible Students, provide educational information to the School in order for the Eligible Students' needs to be assessed, and work in cooperation with the School to design the elements of the Program for each of the Participating Students.
- 2. Johnson County JJAEP will monitor the performance and services provided by the School in accordance with the performance standards set forth in Article III.
- 3. Johnson County JJAEP will monitor the preparation and maintenance of the Program records, including, without limitation, demographic data, test scores, discipline records, attendance, lesson planning, grade reporting and recording, and other appropriate or required information and insure compliance of such records with requirements of Applicable Law.
- 4. Johnson County JJAEP will make available to and will assist in arranging for the School' teachers and/or staff to participate in appropriate Johnson County JJAEP staff development activities, training sessions, in-services, and classroom observations as appropriate.
- 5. Upon the election of Johnson County JJAEP, as part of the consideration of the Agreement, Johnson County JJAEP will make available classroom space, student desks, computers, and other appropriate materials and furnishings as may be needed by Participating Students so long as such space, furnishings, and materials are currently available for such use and any such use is in accordance with Johnson County JJAEP Board policies and procedures. For Participating Students in the Program who are housed at Johnson County JJAEP facilities, Johnson County JJAEP also desires to and will provide personnel to monitor attendance and student work.
- 6. Johnson County JJAEP will provide student support services, including counseling services, for all Participating Students.
- 7. With regard to Participating Students who remain Johnson County JJAEP students, Johnson County JJAEP initially delegates to the School the responsibility for the disposition and safekeeping of the public records necessary to perform its services under this Agreement, subject to Johnson County JJAEP's final authority to direct the disposition and safekeeping of all public records, and subject to Johnson County JJAEP's superior right of immediate access to, control over, and possession of such records. Johnson County JJAEP designates those employees of the School who are specifically assigned to perform Services under this Agreement as agents of Johnson County JJAEP for the purpose of access to education records, such that the School' employees have a legitimate educational interest within the meaning of FERPA.

## **ARTICLE II**

#### **APPLICABLE LAW**

The School and Johnson County JJAEP agree to operate the Program, provide Services, and perform their respective obligations in compliance with the applicable Federal, State, and local laws, implementing regulations, executive orders, and interpreting authorities including, but not limited to, the Texas Constitution, the Texas Education Code, the Texas Administrative Code, the Texas Government Code; the Texas Local Government Code; the Texas Business Organizations Code; the Texas Public Information Act; the Texas Record Retention laws; the Elementary and Secondary Education Act; the Individuals with Disabilities in Education Act; FERPA; Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act, Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities

Act; United States Department of Education requirements; any policy statements and guidance issued by TEA and other TEA requirements relating to public schools; any policy statements and guidance issued by SACS and other SACS requirements relating to high school programs and graduation; any applicable local ordinances, including local building codes and regulations; any amendments to or recodification of the aforementioned laws; common law; other guidelines, policy statements, and rulings applicable to Texas public schools; and as applicable, Johnson County JJAEP Board policies (collectively, "Applicable Law").

#### **ARTICLE III**

#### PERFORMANCE STANDARDS

The School understands and agrees that with regard to the Participating Students who continue to be Johnson County JJAEP Students, continuation of this Agreement beyond the Initial Term (as hereinafter defined) shall be contingent upon the satisfactory performance of such Participating Students under Subchapter B, Chapter 39 of Texas Education Code, and on compliance with other applicable accountability provisions under Chapter 39 of the Texas Education Code. With regard to School Enrolled Students, continuation of this Agreement beyond the Initial Term shall be contingent upon School Enrolled Students who are former Johnson County JJAEP students successfully completing the requirements of the high school program and earning a diploma within a period of time agreed upon by the parties.

Within thirty (30) days after receipt of results of performance standards for the then current academic year, Johnson County JJAEP and the School will determine whether the Agreement will be renewed for another academic year based on TEA Accountability System measures and other standards stated herein. The aggregate attendance rate for all students enrolled in the Program will be compared to similar students in similar alternative programs.

The School agrees to provide Johnson County JJAEP all documentation, including a summary report, indicating the extent to which the Program has met the required performance standards. This report will be submitted to Johnson County JJAEP on or before July 15 following the end of the just completed academic year.

#### **ARTICLE IV**

## **TERM OF AGREEMENT**

This agreement will begin once all parties have signed and will automatically terminate on December 31, 2012. All services billed hereunder must be rendered within the grant period. This Agreement may be terminated prior to the expiration of the Initial Term by either party as provided in the Termination section of this Agreement.

#### **ARTICLE V**

#### **TERMINATION**

The Agreement may be terminated prior to expiration of the Term in the manner set forth below.

- 1. This Agreement may be terminated at any time by mutual written agreement of the parties hereto, which agreement shall state the effective termination date and any other terms and conditions of said termination.
- 2. Either party may provide a sixty (60) day written notice to the other party that this Agreement shall terminate at the end of any academic year.
- Johnson County JJAEP may terminate this Agreement at the end of any fiscal year for the failure of its Board of Trustees to appropriate funds for this purpose for the next fiscal year. In the event of

non-appropriation during any year, Johnson County JJAEP will give the School forty-five (45) days

written notice prior to the end of the then current year.

In the event of a default or material breach of the terms and conditions of this Agreement, the non-4. breaching party, after first giving the other party written notice of the breach and permitting the other party ten (10) calendar days to remedy said breach, the non-breaching party may terminate this Agreement immediately thereafter. Notwithstanding the foregoing, in the event that a continuing breach would affect the safety and well-being of students or granting the breaching party the opportunity to cure could would impose an undue hardship on the non-breaching party, this Agreement either shall terminate immediately or the breaching party must cure the breach immediately.

In the event of termination under paragraphs 1 through 3 of this Article IV, upon termination, 5. neither party shall have any further rights or obligations under this Agreement except for those that

specifically survive expiration or termination.

In the event of termination under paragraph 4 of this Article IV, the non-breaching party may 6. pursue any rights and remedies against the breaching party that are available under Applicable Law.

#### <u>ARTICLE</u> VI

## **COMPENSATION**

In consideration of the Services to be performed by the School and the related covenants and promises provided under this Agreement, Johnson County JJAEP shall pay to the School the fee in accordance with and as otherwise set forth as follows:

- 1. Johnson County JJAEP is purchasing Virtual school Slot. A slot is defined as a seat that can be occupied by one student at a time. But maybe changed from one student to the next as students enter and exit the county JJAEP program. Each slot is for a 12 month period and can be used to obtain course credit for up to 13 courses.
- 2. Johnson County will pay the SERVICE PROVIDER an amount not to exceed:

## \$3,250.00 per student slot

in accordance with the current Maximum Rate Schedule. Total reimbursement under this agreement shall not exceed amount of grant award.

- 3. Johnson County agrees to pay for a slot as follows: the 1st monthly invoice will include the charge for the curriculum of \$1,000, plus the prorated monthly balance of the remainder, \$187.50 per slot. Unless there is breach of the contract that is not cured within 10 days of notice, the additional 11 months remaining on the slot agreement will be paid on a sequential monthly basis at the rate of \$187.50 per month per slot.
- 4. Payment is to be made monthly. Claim for payment will be submitted no later than ten (10) days from the last day of the month for which payment is being requested.
- 5. Each billing will contain the name of the client(s) for whom payment is being requested, a brief description of services provided, and the rate at which services have been billed.
- 6. All services billed hereunder must be rendered within the grant period.

#### **ARTICLE VII**

## REPORTS AND EVALUATION

Within five (5) days of execution of this Agreement and periodically as request by Johnson County JJAEP, the School shall provide evidence of its accreditation.

The School agrees to submit to Johnson County JJAEP an annual written report each year of implementation of the Program upon request of Johnson County JJAEP, starting with the end of the Initial Term. The annual report must contain basic demographic data, attendance rates, enrollment data, and achievement data on all Participating Students and include Program background information, a description of the Program implementation, and accomplishments and conclusions. These data must be sufficient to allow determination of the Program effectiveness in achieving its stated objectives.

Johnson County JJAEP reserves the right to conduct its own evaluation of this Program at any time to verify effectiveness.

The School and Johnson County JJAEP intend to utilize the results of the evaluations and written reports as part of the criteria for continuation or termination of future participation in the Program. Except to the extent required by Applicable Law, no reports or evaluations created pursuant to this Agreement may be released to third parties without prior written consent of Johnson County JJAEP which consent shall not be unreasonably withheld.

All records relating to the Program will be maintained by the School for the period required by the Texas Record Retention Act. At the end of the Term, the School has the option of continuing to maintain the records or submit all records to Johnson County JJAEP to retain in accordance with Applicable Law.

#### **ARTICLE VIII**

## **RELATIONSHIP OF THE PARTIES**

It is understood and agreed that the School is an independent contractor and that except to the extent specifically stated in this Agreement, neither it nor any employees or agents of Johnson County JJAEP. No Johnson County JJAEP employee, volunteer, or representative shall be or be deemed to be an employee or agent of the School. This Agreement does not create a joint venture or business partnership under Texas law. The School assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security) workers' compensation, benefits and like requirements and obligations. In no event shall either party be responsible or liable to the other party for any action or inaction of its respective officials, agents, administrators, employees, volunteers and students.

#### **ARTICLE IX**

#### **INSURANCE**

The School agrees to provide and maintain during the Term of this Agreement automobile liability, general liability, professional liability and workers compensation insurance in amounts required by Johnson County JJAEP and as may be required by Applicable Law. The School will provide Johnson County JJAEP with copies of certificates of insurance and any endorsements evidencing such insurance and coverage amounts. Such certificates shall provide that Johnson County JJAEP will receive thirty (30) days prior written notice before cancellation or alternation of any coverage shown. Johnson County JJAEP will be added as an additional insured on the automobile liability and general liability policies. Johnson County JJAEP shall be provided a Waiver of Subrogation on the automobile liability, general liability, and workers' compensation insurance.

#### **ARTICLE X**

## NO WAIVER OF IMMUNITY

Neither the School nor Johnson County JJAEP waives or relinquishes any immunity or defense to which it is entitled under law on behalf of itself, its trustees, officers, employees, or agents as results of the execution of this Agreement and performance if the functions and obligation described herein.

#### **ARTICLE XI**

## **AUTHORIZATION OF AGREEMENT**

Each party represents warrants to the other that the execution of this Agreement has been duly authorized and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

#### **ARTICLE XII**

#### NO WAIVER

No waiver of a breach of any provision of this Agreement shall be constructed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be constructed to be a waiver of such breach.

#### **ARTICLE XIII**

#### RIGHT IN PROPERTY

All title to School furnished supplies, equipment, furniture, records, work product, instructional materials, and any intellectual property shall remain the sole property of the School or any third party providing such materials to the School for use in the Program. All title to Johnson County JJAEP furnished supplies, equipment, furniture, records, work product, instructional materials, any intellectual property, and/or textbooks shall remain the sole property of Johnson County JJAEP or any third party providing such materials to Johnson County JJAEP. The School shall be accountable for any lost or damaged textbooks, equipment, furniture or other materials used by the School in the Program to the extent that such items are not returned to Johnson County JJAEP in accordance with Johnson County JJAEP policies and procedures and the School shall reimburse Johnson County JJAEP for any such lost or damaged textbooks, equipment, furniture and materials upon demand.

#### **ARTICLE XIV**

## **NON-SOLICITATION**

During the Term of this Agreement and for one (1) year after the expiration or earlier termination of this Agreement, Johnson County JJAEP hereby agrees that it will not and it shall not solicit for employment, hire employees, or discuss employment opportunities with employees of the School without the prior approval and written consent of The School. During the Term of this Agreement and for one (1) year after the expiration or earlier termination of this Agreement, the School hereby agrees that it will not and it shall not solicit for employment, hire employees, or discuss employment opportunities with employees of Johnson County JJAEP without the prior approval and written consent of Johnson County JJAEP. In the event of such unpermitted solicitation or hiring by a party of the other party's employee whether directly or indirectly, in contravention of this clause, the other party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that employee's base starting salary with the new employer, or seek any legal or equitable relief against such actions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a party shall not be

considered direct or indirect solicitation of an employee of the other party; however, such party shall continue to be precluded from hiring a party's employee as provided for in this Article XIV.

#### **ARTICLE XV**

#### NOTICE

All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Unless otherwise agreed in writing by the receiving party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) facsimile (with confirmation of transmission by sender's facsimile machine); or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) two business or school days after mailing as described in clauses (i) and (ii) of this Article IX; (ii) on the date of personal delivery; or (iii) on the date of transmission of a facsimile if on a business or school day during normal business hours (or, if not, the next succeeding business day). Unless otherwise agreed in writing by the receiving party, electronic mail does not constitute official notice under this Agreement. The addresses of the parties are:

To the School:

The Bridge School Attn: Dr. Spyros Catechis, CEO 3333 Bering Drive Houston, Texas 77057 Administration: 713-974-2066 School Office: 713-493-2600

Facsimile: 713-520-4705

To: Johnson County JJAEP

Johnson County JJAEP Attn: Ms. Lisa Tomlinson 1102 E. Kilpatrick Street, Ste. C Cleburne, Texas 76031 Telephone: (817) 556-6880 Facsimile: (817) 556-6877

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above,

#### **ARTICLE XVI**

#### **NO ASSIGNMENT**

No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or part, without the prior written consent of the other party.

#### **ARTICLE XVII**

## SECTION HEADINGS

The headings of sections and articles contained in this Agreement are for convenience only, and they shall not expressly or by implication, limit, define, or extend, or construe the terms or provisions of the Articles or sections in this Agreement.

#### **ARTICLE XVIII**

#### **GOVERNING LAW**

This Agreement is made in Texas and shall be construed, interpreted and governed by the laws of the State of Texas without regard to its choice of law or conflicts of law provisions. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Harris County, Texas for any action under this Agreement.

#### **ARTICLE XIX**

# THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or constructed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party.

## ARTICLE XX

# **COMPLETE UNDERSTANDING**

This Agreement shall constitute the complete understanding of the School and Johnson County JJAEP and supersedes all prior communications, whether written or verbal.

## ARTICLE XXI

## **AMENDMENTS**

This Agreement may not be amended, modified, or supplemented in any manner except in writing and signed by both parties.

#### ARTICLE XXII

## **COUNTERPARTS**

This Agreement may be executed in duplicate or multiple counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

IN WITNESS THEREOF, the parties have executed this Agreement to be effective upon the completion of all signatures, 2011.

The Bridge School

Dr. Spyros Catechis

**CEO** 

By:

Robert Mayfield

Johnson County

Chairman of the Juvenile Board

County Judge