

# Meyer Insight, LLC

## Professional Services Agreement

This Professional Services Agreement ("Agreement") is made and entered into as of the 14 day of December, 2024 by Platte County R-III School District, 998 Platte Falls Rd, Platte City, MO 64079 ("Hiring Entity"), and Meyer Insight LLC, a Missouri Limited Liability Company, with its principal office located at 145

Woodlands Drive, Gladstone, MO 64119 ("Meyer Insight").

### Recitals

A. Hiring Entity is currently operating as a school district.

B. Meyer Insight is currently engaged in the business of providing assessment, training and consultation in the practice areas of Orientation and Mobility ("O & M").

C. Hiring Entity has determined it is in the best interest of the Hiring Entity to obtain assessment, training and/or

consultation services in the practice areas of O & M.

D. Meyer Insight has substantial expertise in assessment, training and/or consultation services in the practice area of O & M.

E. The parties have agreed on the terms and conditions pursuant to which Hiring Entity will procure the aforementioned services from Meyer Insight.

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties hereto mutually agree as follows:

### 1. Appointment of Service Provider

**(a) By this Agreement, Hiring Entity appoints Meyer Insight, and Meyer Insight accepts such appointment, to provide Hiring Entity with the following services ("Services"):**

- Orientation and Mobility Assessment as well as any consultation, and participation in meetings) as are necessary to deliver the aforementioned services or which are requested by the Hiring Entity. Specific services to be provided may include, but are not limited to, those listed in section 3(a) herein below.

**(b)** Meyer Insight shall perform its services with care, skill, and diligence in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Meyer Insight shall comply with all applicable federal, state, and local laws, ordinances, codes, regulations, and all Hiring Entity's Board of Education's Policies and Procedures in performing the Services. If Meyer Insight fails to meet applicable professional standards, Meyer Insight shall without additional compensation correct or revise any errors or deficiencies in its reports and other items or Services.

**(c)** Hiring Entity's representative with respect to implementation of the Services and this Agreement will be **Emily Brown** or such other representative that the Hiring Entity may appoint by written notice to

Meyer Insight, with whom Meyer Insight will communicate regarding all matters pertaining to this Agreement. Said representative will make arrangements for consultation by Meyer Insight with employees or designees of Hiring Entity. In addition, the IEP team and the said representative shall have authority and responsibility to define and agree on the scope and specification of the Services, and to require and receive reports regarding the progress of the Services. However, in accordance with Missouri law the authority to enter into and/or terminate this Agreement, and the performance of the services or any phase thereof in accordance with the provisions of this Agreement is entrusted solely to the Board of Education for Hiring Entity. The parties further understand and acknowledge that in accordance with Missouri law, this Agreement is not effective unless or until it has been approved by a majority of the whole Board of Education for Hiring Entity, and has been signed by the Board President and Secretary.

(d) The Consultant shall be fingerprinted and background checked in accordance with the background checks required pursuant to Missouri Teacher Licensure Procedures. Specifically, Consultant shall have on file with the District two types of background checks:

- (1) a Missouri Family Care Safety Registry Check; and
- (2) a Missouri State Highway Patrol Criminal Record Check

## **2. Term: Termination or Suspension**

(a) Except as provided below, this Agreement shall commence on *October 24, 2024* and shall continue thereafter through and including dismissal of the regular academic session for the 2024/2025 academic year

including extended school year. (“Date of Termination”)

(b) Meyer Insight may terminate this Agreement upon giving thirty (30) days prior written notice thereof to Hiring Entity. This contract will be terminated if the student for whom services are to be provided withdraws or is suspended or otherwise removed from, or for any other reason is no longer in attendance at the school district. In addition, Meyer Insight shall have the right, upon written notice, to cancel this Agreement immediately upon the occurrence of any of the following events:

I. Failure to make payment for services rendered within thirty-one (31) days of being invoiced for the same

II. The commission of any act by Hiring Entity, its agents, representatives or assigns, that would jeopardize the license of Meyer Insight or any of its employees or members

(c) The Hiring Entity may terminate this Agreement at any time, whether with or without cause, upon giving

thirty (30) days prior written notice of termination to Meyer Insight LLC.

(d) Upon termination or cancellation of this Agreement, Meyer Insight shall have no liability to Hiring Entity.

(e) Upon completion of its obligations hereunder, or at such other time as may be requested by Hiring Entity, Meyer Insight shall return to Hiring Entity all documents, records, notebooks and other proprietary

and/or other confidential student, personnel, or other information of Hiring Entity, including copies therefore, in Meyer Insight's possession.

### **3. Compensation for Services**

**As compensation for the performance of the Services, Meyer Insight shall be paid the following amounts:**

**(a)** Meyer Insight shall be compensated at the hourly rate of \$200.00 for professional services which shall include, but not be limited to: assessment, training (with staff and/or students) or consultation services (with staff), and travel between facilities owned or operated by Hiring Entity once Meyer Insight has initially arrived at the first location where services are being provided.

**(b)** Mileage

The District agrees to reimburse the Consultant for reasonable and necessary expenses incurred during the performance of services outlined in this contract. These expenses may include mileage. The Contractor must provide accurate and detailed receipts for all expenses claimed. Reimbursement will be made within

30 days of submission of the expense report and receipts. The Contractor agrees to adhere to the District's expense reimbursement policies and guidelines

### **4. Meyer Insight's Representations and Warranties**

**Meyer Insight represents and warrants to Hiring Entity as follows:**

#### **4.1 Organization and Standing**

Meyer Insight is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the requisite power and authority to transact its business as presently conducted and as proposed to be conducted. Meyer Insight is duly qualified to do business and

is in good standing in each place and jurisdiction where the nature of the business conducted by it requires qualification, provided, however, that Meyer Insight need not be qualified in a jurisdiction in which its failure to qualify would not have a material adverse effect on its operations or financial condition.

#### **4.2 Authorization**

Meyer Insight has all the requisite legal and entity-level power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement. All entity-level action on the part of Meyer Insight and its owners, members and managers that is necessary for the authorization, execution, delivery, and performance of all of the obligations of Meyer Insight under this Agreement has been taken. This Agreement has been duly executed and delivered by Meyer Insight and, assuming due execution and delivery by Hiring Entity, is a valid and legally binding obligation of Meyer Insight, enforceable in accordance with its terms.

### **4.3 Absence of Conflicting Agreements**

Neither the execution or delivery of this Agreement by Meyer Insight, the consummation by Meyer Insight of the transactions contemplated hereby, nor compliance by Meyer Insight with any provisions contained herein will (I) conflict with or result in any breach of any provision of the Articles of Organization or Operating Agreement of Meyer Insight; (II) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any indenture, mortgage, note, lien, license, government registration, contract, lease, agreement or other instrument or obligation to which Meyer Insight is a party or by which Meyer Insight or any of its assets may be bound, or result in the creation of any pledge, lien, encumbrance or charge upon any of the properties or assets of Meyer Insight; or (III) violate any order, writ, judgment, injunction, decree, statute, ordinance, rule or regulation applicable to Meyer Insight or any of its assets.

### **4.4 Litigation**

There is no pending or currently threatened claim or action, suit, arbitration, proceeding or investigation before any court, arbitrator or government commission or agency against Meyer Insight or against any other person or entity (I) which questions or would affect the validity or enforceability of this Agreement or Meyer Insight's right to enter into the same or to consummate transactions contemplated hereby, (II) which might reasonably be expected to have an adverse effect on Meyer Insight's assets or its business, (III) which might affect Meyer Insight's ability to conduct its business as presently conducted or as proposed to be conducted, or (IV) which might result in any change in the business, assets, condition, affairs, operations, properties or prospects of Meyer Insight, financially or otherwise; nor is Meyer Insight aware that there is any basis for any of the foregoing.

### **4.5 Insurance**

Meyer Insight shall, during the term of this Agreement, maintain, at its own expense, all necessary insurance as required under Missouri law. Upon request, Meyer Insight shall provide the District with a certificate of insurance evidencing such coverage.

## **5. Hiring Entity's Representations and Warranties**

**Hiring Entity represents and warrants to Meyer Insight as follows:**

### **5.1 Organization and Standing**

Hiring Entity is a school district (type of entity) duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the requisite power and authority to transact its business as presently conducted and as proposed to be conducted. Hiring Entity is duly qualified to do business and is in good standing in each place and jurisdiction where the nature of the business conducted by it requires qualification, provided, however, that Hiring Entity need not be qualified in a jurisdiction in

which its failure to qualify would not have a material adverse effect on its operations or financial condition.

## **5.2 Authorization**

Hiring Entity has all the requisite legal and entity-level power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement. All entity-level action on the part of Hiring Entity and its directors, officers, administrators, and other employees and agents that is necessary for the authorization, execution, delivery, and performance of all of the obligations of Hiring Entity under this Agreement has been taken. This Agreement has been duly executed and delivered by Hiring Entity and, is a valid and legally binding obligation of Hiring Entity, enforceable in accordance with its terms; provided that this Agreement has been approved by a majority of the whole Board of Education and has been signed by the Board President and Secretary.

## **5.3 Absence of Conflicting Agreements**

Neither the execution or delivery of this Agreement by Hiring Entity, the consummation by Hiring Entity of the transactions contemplated hereby, nor compliance by Hiring Entity with any provisions contained herein will (I) conflict with or result in any breach of any provision of the Organizational or Operational documents of Hiring Entity; (II) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any indenture, mortgage, note, lien, license, government registration, contract, lease, agreement or other instrument or obligation to which Hiring Entity is a party or by which Hiring Entity or any of its assets may be bound, or result in the creation of any pledge, lien, encumbrance or charge upon any of the properties or assets of Hiring Entity; or (III) violate any order, writ, judgment, injunction, decree, statute, ordinance, rule or regulation applicable to Hiring Entity or any of its assets.

## **5.4 Litigation**

There is no pending or currently threatened claim or action, suit, arbitration, proceeding or investigation before any court, arbitrator or government commission or agency against Hiring Entity or against any other person or entity (I) which questions or would affect the validity or enforceability of this Agreement or Hiring Entity's right to enter into the same or to consummate transactions contemplated hereby, (II) which might reasonably be expected to have an adverse effect on Hiring Entity's assets or its business, (III) which might affect Hiring Entity's ability to conduct its business as presently conducted or as proposed to be conducted, or (IV) which might result in any change in the business, assets, condition, affairs, operations, properties or prospects of Hiring Entity, financially or otherwise; nor is Hiring Entity aware that there is any basis for any of the foregoing.

## **6.1 Meyer Insight's Covenant of Confidentiality**

Meyer Insight agrees that it will keep confidential and will not disclose or divulge any confidential, proprietary or secret information which Meyer Insight may obtain from the Hiring Entity, and which Hiring Entity has prominently marked "confidential", "proprietary" or "secret" or has otherwise

identified as being such, pursuant to financial statements, reports and other materials submitted by Hiring Entity as required hereunder unless such information is already known to Meyer Insight or is or becomes publicly known, or unless Hiring Entity gives its written consent to Meyer Insight's release of such information. Meyer Insight also understands and agrees that all personally identifiable information pertaining to students is governed by the Family Educational Rights and Privacy Act and must be kept confidential and may not be re-disclosed to others, regardless whether such information is specifically marked as "confidential." Notwithstanding any other provision of this Agreement, the parties understand and acknowledge that this Agreement is a public document and is subject to disclosure upon request and is subject to disclosure in accordance with the Missouri Open Meetings Act.

## **6.2 Confidentiality**

All parties acknowledge confidentiality requirements that each party must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. Each party will protect the rights of young children with respect to records and reports created, maintained, and used by the parties. It is the intent of the Agreement to ensure that parents have rights of access and rights of privacy with respect to any such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed. Family Educational Rights and Privacy Act (FERPA) will be strictly adhered to. (See 34 CFR 303.460) With respect to access to personally identifiable information from education records, as those terms are defined under FERPA, Meyer Insight represents, warrants, and agrees that:

- o Meyer Insight has a legitimate educational interest in accessing the information;
- o Meyer Insight performs an institutional service or function for which the Platte County R-III School District would otherwise use employees;
- o Meyer Insight is under the direct control of the Platte County R-III School District with respect to the use and maintenance of education records; and
- o Meyer Insight is subject to the requirements of 34 CFR 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

## **7.1 Notices**

Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram or facsimile followed by a confirmation letter, addressed to such party as follows:

(a) Notices to Hiring Entity:

**Platte County R-III School District**

**998 Platte Falls Rd**

**Platte City, MO 64079**

(b) Notices to Meyer Insight:

**Meyer Insight LLC**

**145 Woodlands Drive W**

**Gladstone, MO 64119**

Notices sent in accordance with this Section shall be deemed effective on the date of receipt, as documented above. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

### **7.2 Entire Agreement**

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by all parties to this Agreement. The parties understand and acknowledge that no supplement, modification, waiver, or termination of this Agreement shall be effective or binding unless or until it has been approved by a majority of the whole Board and signed by the Board President and Secretary.

### **7.3 Assignment; Binding Effect**

Neither this Agreement, nor any rights, benefits or obligations under it, may be assigned by any party to this Agreement without the prior express written consent of the other party. Subject to the foregoing, this Agreement shall insure to the benefit of and be binding upon all of the parties to this Agreement and their respective executors, administrators, successors, and permitted assigns.

### **7.4 Severability**

In the event any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

### **7.5 Construction**

The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with

the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement.

#### **7.6 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

#### **7.7 Counterparts**

This Agreement may be executed in multiple counterparts, which shall together constitute one and the same agreement.

#### **7.8 Attorney Fees**

In the event that any party to this Agreement shall commence any suit or action to interpret or enforce this

Agreement, each party shall bear responsibility for its own costs and attorney fees.

#### **7.9 No Third-Party Benefit**

Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

#### **7.10 Indemnification**

To the extent permitted by law, Meyer Insight shall and hereby agrees to defend, hold harmless, and indemnify the Hiring Entity and its Board of Education, officers, employees, and agents, from and against all claims and demands which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of Meyer Insight or any person, firm, or corporation directly or indirectly employed by Meyer Insight or in connection with its performance under this Agreement.

#### **7.11 Sovereign Immunity**

The Hiring Entity preserves all immunities recognized at law. Nothing contained herein shall be construed as a waiver of any sovereign or governmental immunity held by the Hiring Entity, including, but not limited to, immunities set forth in Section 537.600 RSMo., et. seq.



**7.12 Waiver**

No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Meyer Insight’s obligations under this Agreement shall be effective unless in writing and signed by the Hiring Entity. No failure on the part of the Parties to exercise, and not delay the exercising of, any right or remedy shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other future exercise thereof or the exercise of any other right or remedy granted hereby, by any related document or law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Meyer Insight, LLC**

**Platte County R-III School District**

By: \_\_\_\_\_  
Erin E. Meyer

By: \_\_\_\_\_  
President, Board of Education