



34 ELM STREET • COHASSET, MASSACHUSETTS 02025 • TEL: (781) 923-6965 • FAX: (781) 923-6966  
www.4norton.com



## ***NORTON EDUCATION GROUP FACILITY AGREEMENT***

This agreement is made this June 5th, 2023, by and between Norton and Associates, Inc., ("Contractor"), a Massachusetts Corporation and a provider of Education Services 34 Elm Street, Cohasset, Massachusetts 02025, doing business with Community School for Creative Education ("Facility") Having a principal address of 2111 International Blvd. Oakland, CA 94606

### ***1. TERM***

The term of this Agreement shall commence on June 5th, 2023, at which time the Contractor shall perform Education Services from August 2023 to May 2024 and thereafter it shall be renewed automatically for successive periods of one year unless otherwise terminated as herein provided. Contractor may increase previously agreed upon rates at any time during the contract period with a 30-day written notice to the facility. Either party may terminate this agreement upon thirty (30) days prior written notice.

### ***2. SERVICES***

The Contractor agrees to provide such services as are set forth in Exhibit A, attached hereto and incorporated by reference as though set forth herein, in compliance with Titles 18 and 19 of the Social Security Act intermediary requirements.

### ***3. INTEGRATION***

This Agreement supersedes all previous agreements, oral or written, between the parties and embodies the complete agreement between the parties.

### ***4. COMPENSATION***

The Contractor will bill the facility at the following rates:



34 ELM STREET • COHASSET, MASSACHUSETTS 02025 • TEL: (781) 923-6965 • FAX: (781) 923-6966  
www.4norton.com

- Education Specialist: Sixty-Five Dollars (\$65.00) Per Hour
- Behavioral IA/Special Education Paraprofessional: Forty Dollars (\$40.00) Per Hour
- Speech Language Pathologist: One-Hundred Dollars (\$100.00) Per Hour

The Contractor will send Facility an invoice for services on a monthly basis. The Facility will compensate the Contractor within thirty (30) days from date of invoice. A monthly finance charge of 1.5% will be applied to all past due balances not paid within thirty (30) days after date of invoice. If such payment is not made within such thirty (30) day period, Facility shall be deemed in breach hereof and demand shall be deemed to have been made for payment as of thirty (30) days after date of invoice.

Facility must provide Contractor with 4 hours written notice to cancel any temporary staffing assignment that had previously been confirmed. If the Facility does not provide the Contractor with a four (4) hour written cancellation notice; Contractor will bill the Facility for four (4) hours. If the Contractor's employee reports to work and the facility sends the Contractor's employee home due to lack of work, Contractor will bill the facility for four (4) hours.

**HOLIDAYS:** The holiday rate of one and one-half times (1.5) the standard hourly rate shall be in effect for the following 12 holidays:

The Holidays, which apply to the above, are as follows:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Easter
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving
12. Christmas Day



34 ELM STREET • COHASSET, MASSACHUSETTS 02025 • TEL: (781) 923-6965 • FAX: (781) 923-6966  
www.4norton.com

**OVERTIME:** Overtime rates are charged for all hours worked in excess forty (40) hours per week that puts a Norton and Associates, Inc. employee into overtime. The overtime rate is one and one-half times the regular hourly rate for such hours.

- Communicate with Facility Supervisor in accordance with Facility policies and procedures

## ***STANDARD PROVISIONS***

### ***1. QUALIFICATIONS***

The Contractor warrants that the Contractor has all the necessary qualifications, certifications and/or licenses pursuant to Federal and State law and regulations to provide the services required under this Agreement.

The Contractor agrees that all information and records obtained in the course of providing services to the students in the Facility shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations.

The Contractor performs a background check and license certification/verification check. Fingerprints, medical clearance, Immunization Records and other requirements can also be provided upon request.

### ***2. SUPERVISION***

Supervision of Norton and Associates, Inc.'s employees that provide direct services to students shall be provided by the Facility according to policies and procedures set forth in regulation.

### ***3. PROCEDURE FOR INVESTIGATION AND RESOLUTION OF COMPLAINTS***

Facility would contact Norton and Associates, Inc.'s corporate office and register a complaint with the Director of Education Group at Norton and Associates, Inc. who oversees the Education Division.

Director would take a written account of the complaint.

Director would personally speak with the specific employee who had the complaint registered against them. The employee would be personally interviewed in our office if the Director felt the complaint was serious in nature.

Director would determine if disciplinary action was warranted against the employee (verbal notice, written notice or termination).



34 ELM STREET • COHASSET, MASSACHUSETTS 02025 • TEL: (781) 923-6965 • FAX: (781) 923-6966  
www.4norton.com

Director or specific Staffing Coordinator assigned to the facility would follow-up with the facility to discuss the outcome of the complaint and develop a system to eliminate similar problems in the future.

**4. PROCEDURE FOR NOTIFICATION OF FAILURE TO REPORT FOR ASSIGNMENT**

Facility will contact Norton and Associates, Inc.'s specific Staffing Coordinator (SC) who scheduled the shift if Norton and Associates, Inc.'s employee is late for the specific shift.

Norton and Associates, Inc.'s SC will then attempt to contact the specific employee who was scheduled to determine why he/she did not report for assignment.

Every effort will be made to get that employee to report to the facility for the specific assignment.

In the case that Norton and Associates, Inc. is unable to send the specific employee to the facility, Norton and Associates, Inc. will contact other education professionals to determine if they are able to report for the assignment.

**5. PROGRAM FOR MONITORING THE QUALITY OF THE CONTRACTOR'S PERFORMANCE**

Norton Education Director and/or Staffing Coordinator will contact the Principal of the facility on an annual basis to review the quality of Norton and Associates, Inc.'s personnel.

**6. INSURANCE AND INDEMNITY**

The Contractor agrees to maintain such insurance as will fully protect Contractors employees from any and all claims of any nature for the damage to property or from personal injury, including death, made by anyone which may arise from operations carried on under this Agreement, by the Contractor.

The Contractor shall submit to Facility, upon request, prior to the effective date of this Agreement, a copy of a policy or certificate of insurance issued by an insurance company acceptable to Facility, indicating that the Contractor has complete liability insurance coverage, including coverage for any acts of professional malpractice if the Contractor is a licensed or certified professional. Such insurance shall be in amounts reasonably satisfactory to the Facility but shall not be less than \$1,000,000 per person or incident up to \$3,000,000 aggregate per year, and \$100,000 each occurrence property damage coverage.



34 ELM STREET • COHASSET, MASSACHUSETTS 02025 • TEL: (781) 923-6965 • FAX: (781) 923-6966  
www.4norton.com

**7. MODIFICATIONS**

The Contractor or Facility may from time to time request changes in the scope of the services to be performed hereunder. Such changes, including any mutually agreed increase or decrease in the Contractor's charges shall be valid only if incorporated as a written amendment to this Agreement.

**8. CIVIL RIGHTS**

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 and Section 503-504 of the Rehabilitation Act of 1973, and all requirements imposed by or pursuant to the regulations of the Department of Health and Human Services issued pursuant to these acts.

**9. NONCOMPETE AGREEMENT**

The Facility agrees not to recruit or hire any of the Contractor's employees during the term of this agreement and for a period of one year following the termination of the agreement.

**10. ORIENTATION**

The Facility agrees to orient Contractor's staff to the specific unit they are assigned to, as well as general Facility emergency and safety procedures including fire safety, infection control, hazardous waste management, body mechanics, general safety, security, emergency preparedness, utility systems and medical equipment (applicable to the employee's position).

**11. INDEMNIFICATION**

Facility shall save, indemnify and hold Contractor harmless from any and all liability, loss, cost, and expenses incurred directly or indirectly from any acts, errors or omissions by Facility, its agents, employees or invitees from any cause arising from or relating to Facilities' performance under this agreement.

**12. BUYOUT AGREEMENT**

Community School for Creative Education agrees to pay Norton & Associates Inc the placement fee for any Norton & Associates, Inc. employee hired by Community School for Creative Education during the term of this Agreement according to the following schedule:

0-30 working days	18% of annual salary
31-60 working days	15% of annual salary
61-90 working days	10% of annual salary



# NORTON

STAFFING & RECRUITING

34 ELM STREET • COHASSET, MASSACHUSETTS 02025 • TEL: (781) 923-6965 • FAX: (781) 923-6966  
www.4norton.com

91-120 working days  
121-180 working days  
181+ working days

8% of annual salary  
6% of annual salary  
No placement fee

The noncompete agreement is waived in this instance.

***CORPORATE ACCEPTANCE***

***FACILITY:***

Community School for Creative Education  
2111 International Blvd, Oakland, CA 94606

Phillip Gedeon  
Head of School  
phillipg@communityschoolforcreativeeducation.org

By: \_\_\_\_\_

Date: \_\_\_\_\_

***CONTRACTOR:***

Norton and Associates, Inc.  
34 Elm Street  
Cohasset, Massachusetts 02025

James J. Norton, Jr.

President

By: \_\_\_\_\_

Date: \_\_\_\_\_