

**INDEPENDENT-CONTRACTOR AGREEMENT**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_ between the Big Walnut Local Schools and, Step By Step Academy(hereinafter the "Contractor"), witnesseth, that in consideration of the promises, each to the other, herein contained and for good and valuable considerations, it is hereby agreed as follows:

1. **Big Walnut Schools** agrees to employ the services of the Contractor and Contractor agrees to perform services whereby the Contractor contracts to perform the hereinafter work according to their own method in conjunction with the **Big Walnut Local Schools**.
2. Contractor hereby agrees: to compensate their employee; and agrees to be fully responsible for any and all income tax, social security and retirement obligations as required by state and federal law without contribution from the **Big Walnut Schools**.
3. **PAYMENT FOR SERVICES:** Contractor agrees to invoice **Big Walnut Local Schools** for the agreed upon services. It is agreed that the invoice will not be submitted prior to completion of services contained in number five. It is agreed payment for services will be itemized, calculated and submitted to **Big Walnut Local Schools** on a monthly basis. Payment for services will be paid by **Big Walnut Local Schools** on a monthly basis to Step By Step Academy, Inc. by the 30<sup>th</sup> of every month for the previous month's service hours.
4. **DUTIES AND RESPONSIBILITIES:** Step By Step Academy, Inc. agrees to perform the following services: Provide an Applied Behavioral Analysis (ABA) trained aide and behavior consultation services for **James Brian Tanner** to include the following:
  - Provide individualized educational services according to the student's IEP. The student will have full access to specially-trained staff, adapted curriculum, and specialized facilities designed to educate the student in the least restrictive environment possible and behavioral support throughout the day using the principles and procedures of Applied Behavioral Analysis (ABA) following the agreed upon school schedule at Step By Step Academy, Inc. the tuition for this service will be **\$4300.00** per month for ten months. Service Start date: **August 24, 2015**
  - Speech Therapy services will be provided by Step By Step Academy, Inc. at a rate of **\$150.00** an hour for one hour a month.
  - Both parties will meet in ten months on/or before **June 2, 2016** to discuss changes in recommendations and progress.
  - A new contract will be drafted at this time if needed based on the recommendations of the team (school, SBSA and parents).

- Services may be re-evaluated by any member of the IEP team on or before **June 2, 2016** to discuss changes in recommendations and/or progress.
- Quarterly progress reports will be provided to **Big Walnut Local Schools** by Step By Step Academy, Inc.

5. **TERMINATION OF AGREEMENT.** Without cause, Step By Step Academy, Inc. may terminate this agreement at any time upon 30 days' written notice to **Big Walnut Local Schools**. Without cause, **Big Walnut Local Schools** may terminate this agreement upon 30 days written notice to Step By Step Academy, Inc. **Big Walnut Local Schools** chooses to terminate, Step By Step Academy, Inc. will not be required to fulfill payment of services not delivered beyond date of termination of contract. Notwithstanding anything contrary contained in this agreement, Step By Step Academy, Inc. may terminate this agreement upon 30 days' notice to **Big Walnut Local Schools** should any of the following events occur:

- Step By Step Academy, Inc. decision to terminate its business and liquidate its assets.
- Bankruptcy or chapter 11 reorganization.
- The merger or consolidation of Step By Step Academy, Inc. with another company.

**SCHOOL DISTRICT: Big Walnut Local Schools**

BY:

SIGNATURE

TITLE

DATE

BY:

SIGNATURE

TITLE

DATE

**INDEPENDENT CONTRACTOR: Step By Step Academy, Inc.**

BY:

INDEPENDENT CONTRACTOR SBSA Executive Director

DATE