



6660 DoubleTree Ave
Columbus, Ohio 43229
(614) 844-5433
www.thelearningspectrum.com

Educational Services Agreement

This agreement is made and entered into by and between The Learning Spectrum, LTD., an Ohio limited liability company, 6660 DoubleTree Ave, Columbus Ohio 43229, (hereinafter "LEARNING SPECTRUM, LTD"), and Big Walnut Local Schools (A Stevens) (hereinafter "CLIENT") for the benefit of: Educational Services

- WHEREAS,
- *LEARNING SPECTRUM* members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- *LEARNING SPECTRUM* provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- *LEARNING SPECTRUM* will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.
- Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **SERVICES PROVIDED.** *LEARNING SPECTRUM* will provide the following services to CLIENT on the schedule provided herein or as modified in writing by both parties. 30 day written notice required to discontinue individual services per child :

Educational Services in a small group setting for the 2023-2024 school year. Services to include quarterly reports and IEP suggested goals.

LEARNING SPECTRUM further agrees:

- The Services provided under this Agreement shall be consistent with federal and state laws, currently approved methods of practice in the teaching profession, and the LEARNING SPECTRUM's professional judgment;

- That it will keep and maintain appropriate, adequate and current records, in the manner required by CLIENT, for individuals who are provided with services during the term of this Agreement. The LEARNING SPECTRUM will provide adequate documentation to assist CLIENT in the collection of fees for services rendered by the LEARNING SPECTRUM if requested by CLIENT.
- That it will comply with Board policies, administrative guidelines, rules and regulations of CLIENT while providing services under this Agreement.
- That it will perform all duties for students as outlined and required by a particular student's IEP, including but not limited to, providing services, documenting progress, developing new IEP present levels, goals, and objectives, and attending necessary meetings regarding IEPs and evaluations.
- If providing services to students on CLIENT's property, the LEARNING SPECTRUM's employees will sign in upon entering any school building, display proper identification while on school property, and sign out when leaving any school building.

Upon termination of this Agreement, neither party shall have any further liability or obligation to the other party, except for obligations that have accrued prior to such termination and obligations that are, by the terms of this Agreement, intended to survive termination of this Agreement.

2. **FEES.** LEARNING SPECTRUM will be paid the following fees for the services provided:

\$43500

LEARNING SPECTRUM will issue invoices monthly. Amounts invoiced shall be due and payable within thirty (30) days of receipt by the district.

All invoices shall be considered accurately stated and earned unless written objection is received by Learning Spectrum before the invoice is considered past due.

3. Positive Behavior Intervention The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. LEARNING SPECTRUM, its members, employees, and other affiliated service providers, will at all times comply with all Ohio laws and regulations regarding the appropriate implementation of restraints and seclusions, including but not limited to Ohio Administrative Code Chapter 3301-35-15.

4. Behavior Clause- THE LEARNING SPECTRUM reserves the right to discuss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If a child's IEP team determines that an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost.

5. No- Compete Clause- CLIENT'S agree not to directly negotiate employment of any kind with LEARNING SPECTRUM staff and or therapist .

6. Independent Contractor. The LEARNING SPECTRUM acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of CLIENT. The LEARNING SPECTRUM further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of CLIENT with respect to any federal, state or local laws. The LEARNING SPECTRUM shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of the LEARNING SPECTRUM's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. The provisions of this Section shall survive termination of this Agreement.

7. Student Privacy. The Learning Spectrum acknowledges and agrees that it and its service providers, employees, agents, contractors, subcontractors, and assigns providing services under this Agreement shall each preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio Revised Code Section 3319.321 and other applicable laws. The LEARNING SPECTRUM agrees not to disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to CLIENT. The LEARNING SPECTRUM shall not use such information in any manner that is inconsistent with 20 U.S.C. 1232g, 34 C.F.R. Part 99 and Ohio Revised Code Section 3319.321. Upon the termination of this agreement The Learning Spectrum shall modify, return, or destroy and protected records or data I was given by the District in connection with this agreement, in a manner consistent with the District's instructions.

8. Criminal Records Check. The LEARNING SPECTRUM shall require any service provider performing any services under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to CLIENT under this Agreement.

9. Professional Liability Insurance. The LEARNING SPECTRUM will obtain and maintain in force, or require that its service providers, employees, agents, contractors, subcontractors, or assigns providing services under this Agreement, obtain and maintain in force professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The LEARNING SPECTRUM will name CLIENT as an additional insured on this policy of insurance and shall furnish evidence of such insurance to CLIENT upon request.

10. Indemnification. The LEARNING SPECTRUM agrees to indemnify, defend, and hold harmless CLIENT, its members, employees, agents, insurers, and assigns from any and all demands, actions,

causes of action, suits of any kind or nature whatsoever, claims, losses, charges, expenses, fees (including attorney fees), costs and judgments that may be asserted against CLIENT, its members, employees, agents, insurers and assigns that result from acts or omissions of the LEARNING SPECTRUM and its service providers, employees, agents, contractors, subcontractors, or assigns.

The LEARNING SPECTRUM shall further indemnify, defend and hold harmless CLIENT, its members, employees, agents, insurers and assigns from, and pay for, any and all charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions and/or any other governmental charges or taxes required to be paid on behalf of any of the LEARNING SPECTRUM's service providers, employees, agents, contractors, subcontractors, or assigns. The provisions of this Section shall survive termination of this Agreement.

11. No Joint Venture. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between CLIENT and the LEARNING SPECTRUM.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only in writing and only when executed by the parties.

IN WITNESS WHEREOF, the parties individually or by their authorized representative have entered into this agreement on the ____ day of _____ with the intent to be legally bound.



Shelly Ehmann

Chief Financial Officer

Client Representative

Title