



Contract for 2023 - 2024 Educational Placement

Between

Big Walnut Local School District Board of Education

And

Reach Educational Services LLC

4015 W. Dublin Granville Rd.

Dublin, Ohio 43017

This is an educational services contract ("Agreement") entered into between Big Walnut Local School District Board of Education, ("BOE"), and Reach Educational Services LLC, ("Reach"), for the purpose of providing an educational placement to students. (Exhibit A, Page 7).

I. TERM

The term of this contract shall be for the period commencing on August 17, 2023 and ending on May 22, 2024. Either party may terminate this contract by giving the party hereto written notice thirty (30) days prior to the effective date of such termination.

BOE may terminate this Agreement immediately: (a) upon notice by BOE to Reach that Reach is not adequately providing the services set forth in Section II; or (b) upon the loss or suspension of any license required to be maintained by Reach or its employees, agents, subcontractors, service providers, or assigns (collectively, "Service Providers") to enable the provision of the services set forth herein. Upon the termination of this Agreement, neither party will have any further liability or obligation to the other party under this Agreement, except the obligations that have accrued prior to such termination and obligations that are, by the terms of this Agreement, intended to survive the termination of this Agreement.

Reach may terminate this Agreement immediately upon notice by Reach to BOE that BOE has failed to comply with any of its obligations as set forth in Section III.

II. REACH AGREES

1. To provide intervention and behavior analytic services necessary to implement the IEP objectives established by BOE, Student and the parents/guardians responsible for Student's care. Reach shall perform all duties as outlined and required by the student's IEP (excluding all related services included in the student IEP). This includes, but is not limited to providing specially designed instruction, accommodations, documenting progress, developing new IEP present levels, goals, and objectives, and attending necessary meetings regarding IEPs and evaluations.

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2. To compose quarterly progress reports in compliance with the IEP and send a copy of these reports to BOE.
3. To assist BOE in the development and revisions to the annual IEP, as needed.
4. To assist BOE in the conduct of required or assigned assessments and/or testing.
5. As appropriate, to provide the district with documentation of curriculum and course materials completed while placed at Reach. Reach shall keep and maintain appropriate, adequate education records in the manner required by BOE and as communicated to Reach in writing. When requested, Reach shall provide appropriate documentation to assist BOE in the development of IEPs, the evaluation of Student, or the collection of fees for services rendered by Reach.
6. To permit district personnel to visit Reach and observe the Student placed at the facility.
7. All services shall be performed consistent with the particular Student's IEP, federal and state laws, federal and state regulations, federal and state guidance, and currently approved methods of practice.
8. It is intended that all services be provided within the Reach clinic located in Dublin, Ohio. In the event of any unforeseen circumstances relating to Reach's ability to deliver services on-site we will transition to either a distance or in-home learning model.

III. BOE AGREES

1. To pay Reach in accordance to the fee schedule in section IV, as may be amended at least annually.
2. To develop and submit to Reach, prior to placement of the Student, an IEP which shall be a written description of the student's current performance levels; annual goals; evaluation procedures; criteria and schedule to measure progress; projected initiation and duration of services; specific special education, related services (if requested), specialized equipment and adaptive services to be provided; transition goals and service needed; and transportation requirements to meet the needs of the student to the satisfaction of BOE and parent/guardian.
3. To perform testing and evaluation of the student at least every three years or more frequently if deemed necessary by the district staff in consultation with the parent/guardian.
4. To provide transportation to and from Reach for the student as delineated in the student's IEP.
5. To provide special services where Reach is explicitly named as the service provider in the student's IEP.

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6. If applicable, to provide a written definition of credit hour requirements in each subject area that will be acceptable to BOE upon the return of the student to the public schools of BOE.

IV. COMPENSATION

All services provided to Students by Reach are performed as an independent consultant to BOE. BOE may report the payments to Reach using a 1099.

Month	Tuition
August 2023	\$4,620.00
September 2023	\$8,400.00
October 2023	\$8,400.00
November 2023	\$7,980.00
December 2023	\$6,720.00
January 2024	\$7,140.00
February 2024	\$8,400.00
March 2024	\$6,720.00
April 2024	\$8,820.00
May 2024	\$6,720.00

V. INVOICING

Reach's monthly invoices shall not exceed the applicable amount set forth in Section IV without the advanced, prior written approval of BOE. Reach shall submit a monthly invoice to BOE, in the applicable amount specified in Section IV, detailing the services provided pursuant to this Agreement. The monthly invoice shall set forth the number of students for whom Reach provided

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services in the preceding month and the number of days those services were provided. BOE shall pay each invoice within 30 days of receipt of the invoice.

VII. ASSIGNMENT

Neither this agreement nor any other duties or obligations under this agreement may be assigned or subcontracted by either party without the prior written consent of both parties.

VIII. SEVERABILITY

If any portion of this contract is deemed illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect.

VIII. CRIMINAL RECORDS CHECK

Reach shall require any individual providing services under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. Individuals who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall not provide services to any Student under this Agreement.

IX. PROFESSIONAL LIABILITY INSURANCE

Reach shall obtain and maintain in force, professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Reach will furnish evidence of such insurance to BOE upon request.

X. RELATIONSHIP OF PARTIES

The parties understand and agree that Reach, is at all times relevant to this Agreement, acting and performing as an independent contractor to BOE. BOE may, however, at its sole discretion, require Reach to assign a different Service Provider to a designated Student. Reach shall fully comply with all performance standards set forth in this Agreement, all currently approved and generally accepted professional standards governing educational services, and all other applicable local, state, or federal laws, rules, and operating standards related to providing educational services.

Reach acknowledges and agrees that none of its Service Providers shall be considered employees of BOE with respect to any federal, state, or local laws. Reach is a privately owned and operated entity,
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not affiliated with any federal, state or local pension or benefit system. Reach 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, and/or any other governmental charges or taxes required to be paid on behalf of Reach's Service Providers. The provisions of this Section shall survive termination of this Agreement.

XI. SERVICE OF NOTICES

Notices served on BOE shall be served by Certified Mail, with a return receipt, to Big Walnut Local School District, 110 Tippet Court, Sunbury, Ohio 43074.

Notices served on Reach shall be served by Certified Mail, with a return receipt, to Reach Educational Services, LLC, Attention: Jamie Tyson, 4015 W. Dublin Granville Rd. Dublin, Ohio 43017

XII. LAW OF STATE TO GOVERN

The validity, enforceability and interpretation of any clauses of this Agreement will be determined and governed by the substantive and procedural laws of the state of Ohio. Exclusive jurisdiction and venue shall be in a court of competent jurisdiction in Franklin County, Ohio.

XIII. SCOPE OF AGREEMENT

This Agreement constitutes the final, complete, and entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions of the parties, whether written or oral. No supplement modification, amendment, or waiver of this Agreement will be valid or binding unless set forth in writing and executed by the parties hereto.

XIV. NO JOINT VENTURE

Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties.

XV. STUDENT PRIVACY

Reach acknowledges that BOE is subject to the Family Educational Rights and Privacy Act ("FERPA"), its regulations, Ohio Revised Code 3319.321, and other applicable laws. Reach further acknowledges and agrees that it and its Service Providers shall comply with FERPA, its regulations, Ohio

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Revised Code 3319.321, and other applicable laws, and shall preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by, FERPA, its regulations, Ohio Revised Code 3319.321, and other applicable laws.

The following agree to abide by the aforementioned contract, and have the authority to bind the entity or which I represent to said contract.

Reach Educational Services

DATE

Big Walnut Local School District Board of Education

DATE

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Exhibit A.

1. Joseph Morris
2. Kendrick Lugo
3. Alex Flesch

