

CONTRACT FOR SERVICES 2024-2025

1. **Services Provided.** TLS will provide to Student the individualized educational services described within Student's Individualized Educational Program ("IEP"). School District shall be responsible for maintaining a current IEP for Student and providing a current IEP to TLS. TLS will provide behavior or instructional aide support as outlined in the Student's IEP. It is understood that TLS does not provide transportation to or from its facilities, and it does not provide lunch or snacks; Student's parent/guardian shall be responsible for lunch, or snacks, as needed. The School District or Student's parent/guardian will be responsible for transportation to and/or from TLS. TLS will provide quarterly reports on Student's progress and monthly attendance reports.
2. **Virtual Services.** In the event that TLS is required to close its physical locations temporarily due to government order (such as in the event of a pandemic), TLS will notify the School District and work with the School District to determine how to serve the student either through virtual classroom learning and/or home instruction provided by TLS personnel. These services will be considered to be in compliance with the provisions of this Agreement.
3. **Compliance with Law.** TLS agrees that it will comply with all applicable laws and regulations concerning its provision of services to Student.

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4. **Background Checks.** Pursuant to 3319.392, TLS shall obtain Bureau of Criminal Investigation (FBI) criminal background checks for any employees that will be working with contracted School District students. These checks shall satisfy the requirements in R.C. 3319.39. TLS shall not assign any employee to perform duties pursuant to this Agreement who has a disqualifying offense under R.C. 3319.39 and/or R.C. 3319.31. TLS shall pay the costs of obtaining background checks and it shall, upon request, provide the School District with proof that it has complied with this request and copies of the results of each employee's background check.

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

6. **Term.** The term of this Agreement shall be during the 2024-2025 school year, which begins on **August 15, 2024 and ends on May 22, 2025**. This Agreement will terminate automatically on **the students last day of attendance. The Student's official start date will be determined and agreed upon by the parties.**

7. **Compensation.** TLS shall be compensated at the rate of **\$49,995.00 per school year** for all educational services performed under this Agreement invoiced August through May. If Student is enrolled after the start of the school year, or this Agreement is terminated prior to the end of the school year, compensation for the month in which Student is enrolled or in which the Agreement is terminated shall be reduced pro-rata. No additional or different fees will be charged to the School District unless agreed to in advance and in writing between TLS and the School District.

8. **Optional Services Provided.** If initialed below by School District's representative, TLS shall provide the following additional services at the costs described below:

- a. **1:1 Aide Services:** TLS will provide aide support if required in Student's IEP. Such services are provided at an additional cost of **\$39,000.00 per school year**.

*By initialing on this line, School District accepts 1:1 aide services and agrees to the terms or paragraph 8(b) above _____.

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- b. **Extended School Year (Summer 2025).** TLS may provide an additional ESY Camp during the summer of 2024, at an additional cost of \$ 3,000.00 total. If School District opts to obtain these services (as shown by its representative's initials below), paragraph 6 of this Agreement shall be modified to the extent necessary to extend the term of this Agreement by three weeks beyond the end of the school year. Dates for Summer ESY will provided at another time. Please note: If Student requires the below therapy services during the school year.

*By initialing on this line, School District accepts the Extended School Year Services during summer of [2025] and agrees to the terms of paragraph 8(c) above _____.

* By initialing on this line, School District accepts the Extended School Year Services during summer of [2025] with a 1:1 aide and agrees to the terms of paragraph 8(c) above _____.

- c. **Speech Therapy Services.** TLS will provide speech therapy services, if required in Student's IEP. Such services are provided at an additional cost of \$150.00 per hour. If required by Student's IEP, speech therapy services will be provided for the number of minutes required in the IEP.

*By initialing on this line, School District accepts speech therapy services and agrees to the terms of paragraph 8(d) above _____.

- d. **Occupational Therapy Services.** TLS will provide occupational therapy services, if required in Student's IEP. Such services are provided at an additional cost of \$150.00 per hour. If required by Student's IEP, occupational therapy services will be provided for the number of minutes required in the IEP.

*By initialing on this line, School District accepts occupational therapy services and agrees to the terms or paragraph 8(e) above _____.

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- e. **Applied Behavioral Analysis Therapy Services.** TLS will provide ABA therapy services, if required in Student's IEP. Such services are provided at an additional cost of \$65.00 per hour for services provided by a BT/RBT and \$150.00 per hour for services provided by a BCBA. If required by Student's IEP, occupational therapy services will be provided for the number of minutes required in the IEP.

*By initialing on this line, School District accepts ABA therapy services and agrees to the terms or paragraph 8(f) above _____.

- f. **Counseling/Mental Health Services.** TLS will provide counseling/mental health services, if required in Student's IEP. Such services are provided at an additional cost of \$100.00 per hour for services performed by a LISW. If required by Student's IEP, occupational therapy services will be provided for the number of minutes required in the IEP.

*By initialing on this line, School District accepts counseling/mental health services and agrees to the terms or paragraph 8(g) above _____.

9. Submission of Invoices. TLS shall submit to the School District itemized invoices for services on a monthly basis. The School District shall remit payment unto TLS within thirty (30) days upon receipt of invoices. It is understood by both parties that payments to TLS are due regardless of whether School District obtains grant, scholarship, or other anticipated funds to reimburse School District for the amounts paid to TLS; payments due to TLS are not contingent upon the receipt by School District of such funds. Outstanding amounts not paid by the School District may result in disenrollment of the student placed by the School District. Notwithstanding the foregoing, the School District shall not be required to pay any invoice until TLS has provided the School District all due and requested education records, including but not limited to quarterly progress reports, transcripts, and attendance documentation for the month invoices.

10. Independent Contractor Status. TLS 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 the School District. TLS 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 School District with respect to any federal, state, or local laws. TLS 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,

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unemployment taxes, STRS/SERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of TLS's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. TLS shall further indemnify, defend, and hold harmless the School District, 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 TLS's service providers, employees, agents, contractors, subcontractors, or assigns. The provisions of this Section shall survive termination of this Agreement.

- a. Each party shall accept full responsibility for any damages caused by its negligence or the negligence of its employees, representatives, or agents.
- b. TLS acknowledges sole responsibility for all taxes that may become due and owing in connection with the fees paid for services rendered under this Agreement
- c. TLS shall be free to perform services for any third parties, including other School Districts or Students, at the same time providing the services as describes herein above.

11. Insurance. TLS shall provide employment and general liability insurance that covers acts of the Personnel with minimum limits of \$1 million per occurrence and \$3 million annual aggregate limit. The School District will maintain customary comprehensive general liability insurance. Each party shall provide the other with proof of such insurance coverage promptly upon the request by the other.

12. Indemnification. TLS agrees to indemnify, defend, and hold harmless the School District, its members, employees, insurers, agents, 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, aside from any and all claims arising out of the Individuals with Disabilities Education Act (IDEA), that may be asserted against the School District, its members, employees, agents, insurers, and assigns that result from the acts or omissions of TLS and its members, employees, insurers, agents, and assigns.

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13. Termination. This Agreement may be cancelled by either party, for any reason, with at least thirty (30) days written notice to the other party. Notices sent pursuant to this paragraph shall be sent to the following, and may be sent via email:

If to TLS:

The Learning Spectrum
Attn: Dana Shelbo,
School Office Director
6660 DoubleTree Ave.
Columbus Oh 43229
Email: dana.shelbo@newstoryschools.com

14. Entire Agreement. This Agreement and the documents delivered concurrently herewith shall constitute the entire agreement and understanding between the parties hereto and shall supersede any prior agreements and/or understandings relating to the subject matter of this Agreement. By affixing their signatures hereto, the parties expressly warrant that there are no additional terms, representations, agreements or promises made by either party that have not been memorialized within the language of this Agreement.

15. Assignment. Neither party may assign any rights or delegate any duties/obligations assumed hereunder absent the express prior written consent of the other party.

16. Modification. No revision or modification of this Agreement shall be effective unless in writing by mutual consent and executed by duly authorized agents or representatives of the Board and the Contractor.

17. Construction and Jurisdiction. The terms and conditions of this Agreement shall be governed by the laws of the State of Ohio and, if necessary, shall be enforceable in any Court of Common Pleas within the State of Ohio where jurisdiction and venue would be considered proper under the laws of the State of Ohio.

18. Required Mediation. Notwithstanding paragraph 17, if either party contends that this Agreement has been breached, the parties agree to participate in non-binding mediation prior to filing any claim in state or federal court, and prior to submitting a complaint with a governing administrative agency. Nothing in this paragraph shall prohibit either party from making mandatory or discretionary reports of any suspected violations of legal or ethical obligations to an appropriate governing body or

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administrative agency. The parties further agree to participate in good faith, and a failure to do so by either party shall preclude the filing of any other claim against the other party. The mediator shall be jointly selected by the parties among local mediators with educational experience. The mediation shall take place in Franklin County, Ohio. Offers made in mediation shall remain confidential and may not be used in any subsequent proceeding. The parties shall equally split the cost of the selected mediator and cover their own expenses for counsel. The parties agree that the provisions of this section shall survive any termination of this Agreement.

The signatures below indicate approval and agreement to the terms of this Agreement, and the signature of a representative indicates authority to enter into this Agreement by and on behalf of the entity.

WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Agreement as of the day and year first written above and acknowledged by the following with signatures. Please sign below to confirm that you agree with the content of this contract and email to: dana.shelbo@newstoryschools.com

Authorized School District Representative Printed Name

Date

Authorized District Representative Signature

Jill E. Blanchard
Jill E. Blanchard (Apr 22, 2024 18:11 EDT)

Authorized NSS Ohio/TLS Representative Signature
Dr. Jill Blanchard, Senior Vice President Operations

4/22/2024
Date