



125 Dillmont Dr  
Columbus, Ohio 43235  
(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, 125 Dillmont Dr, Columbus Ohio 43235, (hereinafter "LEARNING SPECTRUM, LTD"), and Big Walnut Local School District (hereinafter "CLIENT") for the benefit of: Educational Services and Consult Services

WHEREAS,

1. *LEARNING SPECTRUM* members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
2. *LEARNING SPECTRUM* provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
3. *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 by the parties:

Small Group Learning in a naturalistic setting Monday thru Thursday from 9:00am to 3:00pm and Friday from 9:00am-12:00pm for the duration of the school year November 19, 2012 to May 31, 2013 including IEP consult and quarterly reports

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

\$24,000 for 180 days of school there are 120 days as of November 12, 2012 at the rate of \$133.33 per day. Total for remaining year \$15,996.60.

*LEARNING SPECTRUM* will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due fourteen (14) business days from the date of the invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars (\$25.00).

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

CLIENT will, in addition to payment for services reimburse LEARNING SPECTRUM for any attorney fees, court costs, or other charges incurred in the process of collection of delinquent accounts owed by CLIENT.

3. **WAIVER OF LIABILITY/RELEASE.** 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 no time intentionally inflict corporal punishment and/or engage in violent or turbulent behavior with a member of CLIENT’S school district affected by autism or related disorder, but will use reasonable techniques of control in accord with standard practices for dealing with diagnosis. CLIENT, as a condition of this agreement, releases LEARNING SPECTRUM, its members, employees, and assigns from any liability incurred in the normal process of delivery of consulting services and all customary restrains and behavior modifications that may be necessary for the safety of a member of CLIENT’S school district and/or LEARNING SPECTRUM personnel. This release will not affect any gross and wanton negligence and/or acts where the intent is to harm a member of CLIENT’S school district.

4. **Alternate Dispute Resolution.** In the interest of providing an efficient means of resolving any disputes that may develop between the parties, the parties have adopted an integrity agreement for arbitration, attached hereto, marked Exhibit A and incorporated as a material part of this agreement, for resolution of all disputes, other than billing for services addressed in paragraph 2, under this agreement.

5. **Behavior Clause-** In order to ensure all groups provide a safe and effective learning environment, THE LEARNING SPECTRUM asks that a child’s behavior be manageable in a group setting. 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 an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

6. **No- Compete Clause-** CLIENT’S agree not to negotiate employment of any kind with LEARNING SPECTRUM staff and or therapist and agrees to forgo all written contracts with payment in full for negotiated services if proved.

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

\_\_\_\_\_  
TLS Representative

\_\_\_\_\_  
Client Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



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## **Therapy Services Agreement**

This agreement is made and entered into by and between The Learning Spectrum, LTD., an Ohio limited liability company, 125 Dillmont Dr, Columbus Ohio 43235, (hereinafter "LEARNING SPECTRUM, LTD"), and Big Walnut Local School District (hereinafter "CLIENT") for the benefit of: Therapy and Consult Services

WHEREAS,

1. *LEARNING SPECTRUM* members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
2. *LEARNING SPECTRUM* provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
3. *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 by the parties:

Direct Speech and Occupational Therapy not including consult and reports.

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

120 minutes per month of Speech Therapy at the rate of \$100.00 per hour and 90 minutes of Occupational Therapy at the rate of \$100 per hour. Progress reports per quarter at the rate of \$100.00 per hour per Speech and Occupational Therapy for March and June. Approximate total \$2100 for sessions and \$400 for reports.

*LEARNING SPECTRUM* will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due fourteen (14) business days from the date of the invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars (\$25.00).

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

CLIENT will, in addition to payment for services reimburse LEARNING SPECTRUM for any attorney fees, court costs, or other charges incurred in the process of collection of delinquent accounts owed by CLIENT.

3. **WAIVER OF LIABILITY/RELEASE.** 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 no time intentionally inflict corporal punishment and/or engage in violent or turbulent behavior with a member of CLIENT'S school district affected by autism or related disorder, but will use reasonable techniques of control in accord with standard practices for dealing with diagnosis. CLIENT, as a condition of this agreement, releases LEARNING SPECTRUM, its members, employees, and assigns from any liability incurred in the normal process of delivery of consulting services and all customary restraints and behavior modifications that may be necessary for the safety of a member of CLIENT'S school district and/or LEARNING SPECTRUM personnel. This release will not affect any gross and wanton negligence and/or acts where the intent is to harm a member of CLIENT'S school district.

4. **Alternate Dispute Resolution.** In the interest of providing an efficient means of resolving any disputes that may develop between the parties, the parties have adopted an integrity agreement for arbitration, attached hereto, marked Exhibit A and incorporated as a material part of this agreement, for resolution of all disputes, other than billing for services addressed in paragraph 2, under this agreement.

5. **Behavior Clause-** In order to ensure all groups provide a safe and effective learning environment, THE LEARNING SPECTRUM asks that a child's behavior be manageable in a group setting. 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 an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

6. **No- Compete Clause-** CLIENT'S agree not to negotiate employment of any kind with LEARNING SPECTRUM staff and or therapist and agrees to forgo all written contracts with payment in full for negotiated services if proved.

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

\_\_\_\_\_  
TLS Representative

\_\_\_\_\_  
Client Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title