

Agreement for Educational Services

This Agreement is made and entered into this ___ day of June in the year 2017 by **Learning Momentum** (hereinafter **LM**), a Private Agency Approved by the Missouri Department of Elementary and Secondary Education and **Camdenton R-III School District** (hereinafter “**the District**”), for educational services in identified “self-contained” classroom located at the District’s Middle School Building in accordance with each Student’s Individualized Education Program (“IEP”).

Whereas, the District is a public school district located in Camden County, Missouri, and is responsible for providing free public education, including special education and related services, to students with disabilities residing within the District; and

Whereas each Student has been evaluated and found eligible for special education and related services to be provided in accordance with the Student’s IEP; and

Whereas, LM assures that it complies with all state and federal laws and regulations governing educational services for children and youth; and

Whereas, the District desires to engage LM to provide special education services to each Student and LM desires to furnish the District with such services from July 1, 2017 through June 30, 2018;

Now, therefore, in consideration of the mutual promises hereinafter stated, the parties agree as follows:

1. LM shall provide special education services and related services to each Student in accordance with the Student’s current IEP. The District shall provide LM with a copy of the student’s most current educational evaluation report and IEP. LM understands and acknowledges that the Student’s IEP may be amended or revised during the term of this Agreement, in accordance with the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. 1400 *et seq.*, and that LM’s obligations pursuant to this Agreement may change.

- a) This Agreement is not limited to LM’S Rage to Reason curriculum.
- b) LM will provide the District with copies of any and all forms or documents, including but not limited to enrollment and consent forms, that are provided to parents by LM, or which LM may require to be completed by parents in order for the parent’s child to receive services from LM, including any enrollment or consent forms specifically required for participation in the Rage to Reason curriculum.
- c) If a parent does not provide the consents required for participation in the Rage to Reason curriculum, or provides the consent then subsequently revokes said consent, the District may place and assign a child to the LM program or maintain the placement and assignment of that child in LM’s program, and LM will continue to provide special education services to that child, albeit without the services for

which special consent – for example, consent to receive specialized services from a Board Certified Behavior Analyst – is required.

2. LM agrees to provide training for District staff working in the self-contained classroom prior to the beginning of program and as needed at no additional cost.

3. LM agrees to attend each Student's IEP meetings and to participate as a member of the IEP team.

4. LM agrees to maintain attendance and behavioral records for each Student and to make such records available to the District. LM shall provide progress reports to the District as requested and to the Student's parents as required by the IEP.

5. LM agrees it shall comply with all applicable state and federal laws and the rules, policies and regulations of the District as they relate to the provision of special education and related services. Copies of these policies shall be provided to LM upon request.

6. LM will ensure that any person employed by LM providing services to each Student pursuant to this Agreement has a clean background check, based upon review of the Missouri State Highway Patrol's (MSHP) criminal history database and sexual offender registry; the Family Care Safety Registry (FCSR); and the central registry of child abuse and neglect of the Children's Division (CD) of the Department of Social Services.

7. LM shall comply with the applicable provisions and regulations of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g) ("FERPA") and all other applicable laws, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding each Student, during the term of this Agreement and after termination.

8. LM shall maintain records of service minutes provided to each Student along with an explanation of services. Examples include, but shall not be limited to: functional behavioral assessments, behavior reviewing records, attending multi-disciplinary team meetings, observing student(s) in current settings/placements, facilitating future plan meetings, developing action plans, attending team meetings, consultation for staff and or parents, travel to and from service, meeting preparation and plan development.

9. LM agrees to cooperate fully in any investigation or proceeding where LM's services to the Student are at issue including, but not limited to, a request for due process or other proceeding under the IDEA, an investigation by the U.S. Department of Education Office for Civil Rights, a child complaint filed with the Missouri Department of Elementary and Secondary Education, and/or a complaint under Section 504 of the Rehabilitation Act of 1973 or the Missouri Human Rights Act. That cooperation may include interviews, providing information and/ or documentation, testimony or any other participation in the investigation or proceedings requested by the District staff or attorney.

10. LM shall secure and maintain comprehensive general and professional liability insurance and/or self-insurance covering itself and its employees assigned to work with the Student. Regardless of the source, the liability insurance shall provide minimum limits of \$1 million per occurrence with an annual aggregate of \$3 million, and LM shall provide the District with a certificate of insurance upon request.

11. In consideration of the educational services rendered pursuant to this Agreement by LM, the School District hereby agrees to pay LM a monthly fee of **\$2,762.50** per student (6 student minimum) for each month in which the District employs a paraprofessional to work with LM. At the District's request, LM shall provide a paraprofessional to work with the Student and the District will pay LM a monthly fee of **\$4,962.50** per student (6 student minimum). LM will submit an invoice each month July – June (12 months). During Extended School Year (ESY) District will pay an additional \$284 per week per student. Payments will be made in accordance with the School District's standard vendor payment systems and procedures.

12. The District agrees to participate in the Student's IEP meetings and to consult with LM staff and the Student's parents on the Student's goals, services, and placement.

13. Termination: LM or District may terminate this Agreement as follows:

a) Upon any failure of LM to comply with state or federal laws or the rules, policies or regulations of the District as they relate to the provision of special education and related services, the District shall first notify LM of default, and LM shall be afforded fifteen (15) days to correct the default. If continued or repetitive events of default by LM occur, the opportunity to cure shall be waived, and the District may terminate this Agreement upon ten (10) days written notice to LM of the District's intent to terminate.

b) If the District fails to timely remit payments to LM as required by paragraph 11 of this Agreement, LM shall provide ten (10) days written notice to the District of its intent to terminate services.

Upon termination of this Proposal for any reason, LM shall have no further obligation to provide services to student(s) and all amounts due to LM shall be paid by the District within ten (10) days.

14. This Agreement shall be construed in accordance with the laws of the State of Missouri.

15. This Agreement may not be assigned by LM without the prior written approval of the District.

16. LM shall comply with all laws prohibiting discrimination, including all state and federal civil rights laws prohibiting discrimination on the basis of race, sex, national origin, gender, age, or disability.

17. This Agreement constitutes the entire understanding of the parties and may not be amended or changed except in writing and signed by both parties.

18. The parties agree that this Agreement may be executed in authorized counterparts and by facsimile signature.

Camdenton R-III School District

By: _____
Superintendent, Camdenon R-III School District

Date: _____

Learning Momentum, LLC

By: _____
Brian Buie, President

Date: _____

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