

**Special Education Purchase Service Agreement**



**Contract for Educational Services: Spectrum and Clearview Local Schools**

**Spectrum Growth  
300 Broadway, Suite 101  
Lorain, OH 44052  
Phone: (440) 654-4174 Fax: (440) 654-4175**

**DISTRICT OF RESIDENCE: Clearview Local Schools**

**PLACEMENT AGENCY: Spectrum Growth**

Spectrum agrees to provide all educational, intervention, OT, SLP, PT services and behavioral support to students using intensive therapeutic services and applying principles of Applied Behavioral Analysis in accordance with **Luis Rodriguez's** Individual Education Program (IEP) and Spectrum's approved course of study. This contract will be in effect for the 2022-2023 school year in conjunction with **Spectrum Growth's** school calendar. The services rendered under this contract include 6.5 hours of instruction daily (for an average of 32.5 hours per week). **Spectrum** commences August 17, 2022 and operates through June 8, 2023 as indicated on the enclosed calendar. It is anticipated the student(s) will attend **Spectrum Growth** Monday-Friday during the days in which the program is in session from 8:00 am to 3:00 pm for the 2022-2023 school year.

**THE PARTIES AGREE TO THE FOLLOWING:**

1. The term of this Agreement will not exceed one (1) school year thereby expiring on June 30, 2023. In the event that the student's Individualized Education Plan (IEP) Team determines that the student is not benefiting from the Spectrum program, this agreement may be terminated by either party by giving thirty (30) calendar days prior written notice. If terminated, tuition will be prorated and charged through the effective termination of the contract. The student will be withdrawn on the date of their last day in attendance.
2. It is expected that all parties and their respective representatives will conduct themselves in accordance with the Individuals with Disabilities Education Improvement Act (IDEA) and related Ohio Revised Code Chapter 3323.
3. The services provided under this contract include **Spectrum's** cooperation in the

development of Luis Rodriguez' IEP, reevaluations, and attendance at other necessary meetings, which will be coordinated by the **Spectrum** team and **Local Schools**.

4. **Spectrum** will also provide the **Clearview Local Schools quarterly** progress reports in accordance with a mutually agreed upon schedule and will cooperate in scheduling observations or visitations with the **Clearview Local Schools** as part of the district's ongoing obligation to insure the provision of a Free and Appropriate Public Education (FAPE) to the student. Spectrum also agrees to provide the **Clearview Local Schools with** all relevant educational records including but not limited to progress reports, report cards, daily attendance records, assessment results, and disciplinary notices.
5. **Spectrum** further agrees to make staff available on a reasonable basis to support the student's successful transition back into the **Clearview Local Schools**.
6. The **Clearview Local Schools is** expected to write its own Prior Written Notices (PR01) unless otherwise determined prior to each meeting.
7. **Spectrum** ensures the person(s) providing the services to the student are properly licensed by the Ohio Department of Education, the Autism Scholarship Program and ODJFS licensing agency for support services provided. All staff have successfully completed a criminal background check. **Spectrum** employs Licensed Intervention Specialists, Licensed General Education Teachers, Board Certified Behavioral Analysts, Speech and Language Pathologists, Occupational Therapists, and professionals in other related fields pertaining to the education of Special Education.
8. **Spectrum** is a chartered non-public school, as such the local education agency, Lorain City School District, will conduct the re-evaluations of students at the respective buildings. Since the **Clearview Local Schools** has entered into this contract and is paying said tuition, they must conduct their own re-evaluation of their students.
9. **Spectrum** is a chartered non-public school, as such students have the same access to district transportation services as any district student attending a non-public school under the ORC. Please indicate on the lines below the method by which your student(s) will be transported to Spectrum.

\_\_\_\_\_ Spectrum **WILL** provide transportation for the student at an additional per diem rate of \$15.00.

\_\_\_\_\_ Spectrum **WILL NOT** provide transportation for the student.

\_\_\_\_\_ will transport the above student(s) to and from Spectrum to school daily. Any questions or concerns about daily transportation should be directed to the following person: at

\_\_\_\_\_  
Name of contact Phone number and email address

The total annual prorated cost for educational and transportation services under this contract for the 2022-2023 school year is **\$24,700.00** which will be paid by **two (2) quarterly invoices**.

The above Board of Education hereby agrees to pay to Spectrum Growth for each student placed an amount equal to the program cost as listed below:

Placement	Program Per Diem Rates
	Spectrum Early Intervention Center \$232.00
X	Spectrum School \$232.00
	Spectrum Bridge Program \$300.00
X	Spectrum District R/T Door to Door \$15.00 Transportation
	Out of District R/T Door to Door Transportation \$40.00


Billing for services rendered will be on a quarterly basis with invoices submitted for payment by the 15<sup>th</sup> of the month following the invoice submission. The maximum billable days for the school year 2022-2023 will not exceed 185 days (August 17, 2022 – June 8, 2022).

**Spectrum Approval**


11/2/2022  
 \_\_\_\_\_  
 Jaclyn Smolinski Principal Signature Date

**School District Administrative Approval**

Dr. JEROME M. DAVIS  12-16-2022  
 \_\_\_\_\_  
 Superintendent name Superintendent signature Date (If required)

Mary Ann Nowak  12/31/2022  
 \_\_\_\_\_  
 Treasurer name Treasurer signature Date (If required)

**PLEASE RETURN A SIGNED COPY OF THIS AGREEMENT TO:**

**Spectrum Growth  
300 Broadway, Suite 101  
Lorain, OH 44052**