

# NLS Education, LLC

## Professional Services Agreement

This Professional Services Agreement ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ by **Platte County R-3 School District** ("Hiring Entity"), with its principal office located at 998 Platte Falls Road, Platte City, MO 64079, and NLS Education, LLC, a Missouri Limited Liability Company, with its principal office located at 33515 West State Highway 13, Bethany, MO 64424 ("NLS Education").

### Recitals

- A. Hiring Entity is currently engaged in the business of a school district.
- B. NLS Education is currently engaged in the business of providing assessment, instruction, training and consultation as a Teacher of the Visually Impaired ("TVI") and in the practice area of Special Education.
- C. Hiring Entity has determined it is in the best interest of the Hiring Entity to obtain assessment, instruction, training and/or consultation services in the practice areas of TVI and/or Special Education.
- D. NLS Education has substantial expertise in assessment, instruction, training and/or consultation services in the practice areas of TVI and/or Special Education.
- E. The parties have agreed on the terms and conditions pursuant to which Hiring Entity will procure the aforementioned services from NLS Education.

In consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties hereto mutually agree as follows:

### 1. Appointment of Service Provider

(a) By this Agreement, Hiring Entity appoints NLS Education, and NLS Education accepts such appointment, to provide Hiring Entity with the following services ("Services"): **TVI Instruction as well as any consultation, lesson planning, and participation in meetings (including IEP meetings) as are necessary to deliver the aforementioned instruction or which are requested by the Hiring Entity. Specific services to be provided may include, but not be limited to, those listed in section 3(i) hereinbelow.**

(b) NLS Education shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. NLS Education shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If NLS Education fails to meet applicable professional

standards, NLS Education shall without additional compensation correct or revise any errors or deficiencies in its reports and other items or Services.

(c) Hiring Entity's representative with respect to implementation of the Services and this Agreement will be with the **Executive Director of Pupil Services**, or such other representative that the Hiring Entity may appoint by written notice to NLS Education, with whom NLS Education will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by NLS Education with employees or designees of Hiring Entity. In addition, the IEP team and the said representative shall have authority and responsibility to define and agree on the scope and specification of the Services, and to require and receive reports regarding the progress of the Services. However, in accordance with Missouri law the authority to enter into and/or terminate this Agreement, and the performance of the services or any phase thereof in accordance with the provisions of this Agreement is entrusted solely to the Board of Education for Hiring Entity. The parties further understand and acknowledge that in accordance with Missouri law, this Agreement is not effective unless or until it has been approved by a majority of the whole Board and has been signed by the Board President and Secretary.

## **2. Term; Termination or Suspension**

A. This Agreement shall commence on August 1st, 2024, and shall continue thereafter through and including dismissal of the regular academic session for the 2024/2025 academic year which is anticipated to occur in June, 2025 ("Date of Termination").

B. NLS Education may terminate this Agreement upon giving thirty (30) days' prior written notice thereof to Hiring Entity. This contract will be terminated if the student for whom services are to be provided withdraws or is suspended or otherwise removed from, or for any other reason is no longer in attendance at the school district. In addition, NLS Education shall have the right, upon written notice, to cancel this Agreement immediately upon the occurrence of any of the following events:

- i. Failure to make payment for services rendered within thirty-one (31) days of being invoiced for the same;
- ii. The commission of any act by Hiring Entity, its agents, representatives or assigns, that would jeopardize the license of NLS Education or any of its employees or members;
- iii. The repeated commission of any act by Hiring Entity, its agents, representatives or assigns, which unreasonably creates potential liability for NLS Education;

C. The Hiring Entity may terminate this Agreement at any time, whether with or without cause, upon giving thirty (30) days prior written notice of termination to NLS Education.

D. Upon termination or cancellation of this Agreement, NLS Education shall have no liability to Hiring Entity.

E. Upon completion of its obligations hereunder, or at such other time as may be requested by Hiring Entity, NLS Education shall return to Hiring Entity all documents, records, notebooks and other proprietary and/or other confidential student, personnel, or other information of Hiring

Entity, including copies thereof, in NLS Education's possession.

### **3. Compensation for Services**

As compensation for the performance of the Services, NLS Education shall be paid the following amounts:

- i. NLS Education shall be compensated at the hourly rate of \$90 for professional services which shall include, but not be limited to: assessment, instruction (which includes, but is not limited to: Braille reading and writing, including use of the Braille writer and the slate and stylus; signature handwriting, listening skills and compensatory auditory skills; typing and keyboarding skills, unique technology for individuals with visual impairments; alternatives to nonverbal communication, residual vision; abacus; talking calculator; tactile graphics including maps, charts, tables, etc.; adapting classroom and science equipment; methods of accessing printed public information, accessing public transportation, accessing community resources; methods for acquiring practical skills including keeping personal records, and time management; personal banking and emergency procedures; familiarity with low vision devices, concept/motor/sensory development; training (with staff and/or students) or consultation services (with staff), preparation time, and travel between facilities owned or operated by Hiring Entity once NLS Education has initially arrived at the first location where services are being provided.
- ii. NLS Education shall be compensated at the hourly rate of \$90 for travel to and from Hiring Entity's location.

### **4. NLS Education's Representations and Warranties**

NLS Education represents and warrants to Hiring Entity as follows:

#### **4.1 Organization and Standing**

NLS Education is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the requisite power and authority to transact its business as presently conducted and as proposed to be conducted. NLS Education is duly qualified to do business and is in good standing in each place and jurisdiction where the nature of the business conducted by it requires qualification, provided, however, that NLS Education need not be qualified in a jurisdiction in which its failure to qualify would not have a material adverse effect on its operations or financial condition.

#### **4.2 Authorization**

NLS Education has all the requisite legal and entity-level power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement. All entity-level action on the part of NLS Education and its owners, members and managers that is necessary for the authorization, execution, delivery, and performance of all of the obligations of NLS Education under this Agreement has been taken. This Agreement has been duly executed and delivered by NLS Education and, assuming due execution and delivery by Hiring Entity, is a

valid and legally binding obligation of NLS Education, enforceable in accordance with its terms.

#### **4.3 Absence of Conflicting Agreements**

Neither the execution and delivery of this Agreement by NLS Education, the consummation by NLS Education of the transactions contemplated hereby, nor compliance by NLS Education with any provisions contained herein will (i) conflict with or result in any breach of any provision of the Articles of Organization or Operating Agreement of NLS Education; (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any indenture, mortgage, note, lien, license, government registration, contract, lease, agreement or other instrument or obligation to which NLS Education is a party or by which NLS Education or any of its assets may be bound, or result in the creation of any pledge, lien, encumbrance or charge upon any of the properties or assets of NLS Education; or (iii) violate any order, writ, judgment, injunction, decree, statute, ordinance, rule or regulation applicable to NLS Education or any of its assets.

#### **4.4 Litigation**

There is no pending or currently threatened claim or action, suit, arbitration, proceeding or investigation before any court, arbitrator or government commission or agency against NLS Education or against any other person or entity (i) which questions or would affect the validity or enforceability of this Agreement or NLS Education's right to enter into the same or to consummate transactions contemplated hereby, (ii) which might reasonably be expected to have an adverse effect on NLS Education's assets or its business, (iii) which might affect NLS Education's ability to conduct its business as presently conducted or as proposed to be conducted, or (iv) which might result in any change in the business, assets, condition, affairs, operations, properties or prospects of NLS Education, financially or otherwise; nor is NLS Education aware that there is any basis for any of the foregoing.

### **5. Hiring Entity's Representations and Warranties**

Hiring Entity represents and warrants to NLS Education as follows:

#### **5.1 Organization and Standing**

Hiring Entity is a school district (type of entity) duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the requisite power and authority to transact its business as presently conducted and as proposed to be conducted. Hiring Entity is duly qualified to do business and is in good standing in each place and jurisdiction where the nature of the business conducted by it requires qualification, provided, however, that Hiring Entity need not be qualified in a jurisdiction in which its failure to qualify would not have a material adverse effect on its operations or financial condition.

#### **5.2 Authorization**

Hiring Entity has all the requisite legal and entity-level power to execute and deliver this Agreement and to carry out and perform its obligations under the terms of this Agreement. All entity-level action on the part of Hiring Entity and its directors, officers, administrators, and

other employees and agents, that is necessary for the authorization, execution, delivery, and performance of all of the obligations of Hiring Entity under this Agreement has been taken. This Agreement has been duly executed and delivered by Hiring Entity and, is a valid and legally binding obligation of Hiring Entity, enforceable in accordance with its terms; provided that this Agreement has been approved by a majority of the whole Board of Education and has been signed by the Board President and Secretary.

### **5.3 Absence of Conflicting Agreements**

Neither the execution and delivery of this Agreement by Hiring Entity, the consummation by Hiring Entity of the transactions contemplated hereby, nor compliance by Hiring Entity with any provisions contained herein will (i) conflict with or result in any breach of any provision of the Organizational or Operational documents of Hiring Entity; (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any indenture, mortgage, note, lien, license, government registration, contract, lease, agreement or other instrument or obligation to which Hiring Entity is a party or by which Hiring Entity or any of its assets may be bound, or result in the creation of any pledge, lien, encumbrance or charge upon any of the properties or assets of Hiring Entity; or (iii) violate any order, writ, judgment, injunction, decree, statute, ordinance, rule or regulation applicable to Hiring Entity or any of its assets.

### **5.4 Litigation**

There is no pending or currently threatened claim or action, suit, arbitration, proceeding or investigation before any court, arbitrator or government commission or agency against Hiring Entity or against any other person or entity (i) which questions or would affect the validity or enforceability of this Agreement or Hiring Entity's right to enter into the same or to consummate transactions contemplated hereby, (ii) which might reasonably be expected to have an adverse effect on Hiring Entity's assets or its business, (iii) which might affect Hiring Entity's ability to conduct its business as presently conducted or as proposed to be conducted, or (iv) which might result in any change in the business, assets, condition, affairs, operations, properties or prospects of Hiring Entity, financially or otherwise; nor is Hiring Entity aware that there is any basis for any of the foregoing.

### **6. NLS Education's Covenant of Confidentiality**

NLS Education agrees that it will keep confidential and will not disclose or divulge any confidential, proprietary or secret information which NLS Education may obtain from the Hiring Entity, and which Hiring Entity has prominently marked "confidential", "proprietary" or "secret" or has otherwise identified as being such, pursuant to financial statements, reports and other materials submitted by Hiring Entity as required hereunder unless such information is already known to NLS Education or is or becomes publicly known, or unless Hiring Entity gives its written consent to NLS Education's release of such information. NLS Education also understands and agrees that all personally identifiable information pertaining to students is governed by the Family Educational Rights and Privacy Act and must be kept confidential and may not be re-disclosed to others, regardless whether such information is specifically marked as "confidential." Notwithstanding any other provision of this Agreement, the parties understand

and acknowledge that this Agreement is a public document and is subject to disclosure upon request and is subject to disclosure in accordance with the Missouri Open Meetings Act.

### **7.1 Notices**

Any notices to be given under this Agreement shall be in writing, sent by registered or certified mail, postage prepaid, return receipt requested, or by telegram or facsimile followed by a confirmation letter, addressed to such party as follows:

(a) Notices to Hiring Entity:           **Platte County R-3 School District**  
  **998 Platte Falls Road**  
  **Platte City, MO 64079**

(b) Notices to NLS Education:       **NLS Education, LLC**  
  **33515 West State Highway 13**  
  **Bethany, MO 64424**

Notices sent in accordance with this Section shall be deemed effective on the date of receipt, as documented above. Any changes in the information set forth in this Section shall be upon notice to the other party delivered in the manner set forth above.

### **7.2 Entire Agreement**

This Agreement constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement. No supplement, modification, waiver, or termination of this Agreement shall be binding unless in writing and executed by all parties to this Agreement. The parties understand and acknowledge that no supplement, modification, waiver, or termination of this Agreement shall be effective or binding unless or until it has been approved by a majority of the whole Board and signed by the Board President and Secretary.

### **7.3 Assignment; Binding Effect**

Neither this Agreement, nor any rights, benefits or obligations under it, may be assigned by any party to this Agreement without the prior express written consent of the other party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon all of the parties to this Agreement and their respective executors, administrators, successors, and permitted assigns.

### **7.4 Severability**

In the event any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

### **7.5 Construction**

The headings of the Sections contained in this Agreement are for reference purposes only, and

shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement.

**7.6 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

**7.7 Counterparts**

This Agreement may be executed in multiple counterparts, which shall together constitute one and the same agreement.

**7.8 Attorney Fees**

In the event that any party to this Agreement shall commence any suit or action to interpret or enforce this Agreement, each party shall bear responsibility for its own costs and attorney fees.

**7.9 No Third-Party Benefit**

Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**NLS Education, LLC**

**SCHOOL DISTRICT**

By: \_\_\_\_\_  
Nicole L. Shields

By: \_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_  
Secretary, Board of Education