

**AGREEMENT FOR PROVISION OF SPECIAL EDUCATION  
AND CERTAIN RELATED SERVICES**

This Agreement is entered into by and between Applewood Centers, Inc. (“Applewood”), a not-for-profit corporation organized and existing under the laws of the State of Ohio and having its principal place of business in Cleveland, Ohio, and operating an educational institution known as Reserve School, and the Board of Education of Norton City Schools, Ohio (“Board”).

WHEREAS, Reserve School admits students who require special education and related services as defined in the IDEA 2004 and its accompanying regulations; and

WHEREAS, the Board agrees to enter into an Agreement with Reserve School for the provision of special education and related services for a qualified student who resides in the Board’s school district (“Student”); and

WHEREAS, Reserve School will provide special education and certain related services documented in Student’s Individualized Education Program (“IEP”) for the 2018-2019 school year, upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Board is responsible for compliance with applicable state and federal law regarding the provision of special education and related services to its Students. Reserve School is a non-public educational institution that complies with applicable Ohio law. The special education and related services provided by Reserve School meet the standards for special education and related services established by the Ohio Department of Education. Ohio Revised Code Section 3323.08(B)(3), authorizes the Board to contract with Reserve School for the provision of special education and related services to Students.

2. Reserve School hereby agrees to provide small ratio and individualized academic programming; guardian and school district contact and consultation, including regular evaluative reports of Student’s progress; and participation in Student’s IEP Team. Should a conflict between the IEP and this Agreement exist, the IEP shall supersede this Agreement.

3. The Board agrees to provide Reserve School with Student’s educational, medical, psychological and social evaluations as are available to the Board. Reserve School and the Board agree that any records provided by either Party pursuant to this Agreement are confidential and will only be disclosed as required by applicable state and federal law.

4. For services identified in Paragraph Two provided to Student, the Board shall pay tuition to Reserve School in the amount of \$258.37 for each school day during the student’s placement in the Bellefaire residential treatment facility. Tuition pays for the special education and related services provided to Student during the regularly scheduled school year as defined in Ohio Revised Code Section 3313.48. Tuition will be billed monthly based on the number of school days as indicated in the school calendar.

5. In the event of emergency or injury concerning Student, Reserve School will promptly notify the Board.

6. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated.

Board of Education of the City of Norton

By: \_\_\_\_\_

Date: \_\_\_\_\_

(Board President/Treasurer Signature)

\_\_\_\_\_

(Print Name and Title)

Applewood Centers, Inc.



By: \_\_\_\_\_

Date: 2/22/2019

Adam G. Jacobs, Ph.D., President