

Interdistrict Contract for Alternative Education Services

The **Barberton City School District** and the **Norton City Schools** pursuant to their authority under R.C. 3313.17, agree this _____ day of _____, 2021, to the following contractual terms:

Section 1 -- Services

1.1 Pursuant to R.C. 3313.17 and subject to the terms and conditions of this Agreement, the Barberton City School District, by and through its vendor Ombudsman d/b/a Chancelight, agrees to provide alternative education program services authorized by the Ohio Revised Code, requested by the District, and agreed to by the Barberton City School District ("Program").

1.2 The alternative education program is an on-campus program intended to serve students with disabilities, who meet the definition of a disabled student pursuant to the Individuals with Disabilities Education Act (IDEA). The Program is designed to serve students who (1) need intensive academic and behavioral services in order to make progress in their educational program, and (2) whose Individualized Education Plan (IEP) team has determined that a therapeutic day school is the most appropriate placement.

1.3 The Program helps students progress by offering differentiated instruction of standards-based curriculum in a technology-rich environment to improve success toward course completion, test performance and persistence to graduation in coordination with the student's IEP.

1.4 Additional services may be provided as agreed upon between the Districts.

Section 2 -- Summary of Services and Responsibilities

2.1 Program Overview. The Norton City Schools agrees to pay the contracted rate as further outlined below in Section 5 for the opportunity to place student(s) in the Ombudsman d/b/a Chancelight Program based upon the number of slots purchased by the Norton City Schools. The services may be amended at any time, by agreement between the designated representatives of the districts. If Barberton City School District and the Norton City Schools mutually agree and subject to availability, additional students may be referred to the Program for placement in the Program upon the purchase of such additional slots. Billing for these additional slots would be based upon the costs further outlined below in Section 5 of this Agreement.

2.2 IEP Development, FAPE, and Placement. The Norton City Schools identifies students, whose IEP team has determined that a therapeutic day school is the most appropriate placement under IDEA and state law, who may be appropriate for enrollment in the Program. After the Norton City Schools receives parental consent to share student information with the Program about a potential placement and if there is space for the student, the parent/student may visit the Program. If it is then determined

that the student will be placed in the Program, an intake meeting will be conducted with the student, parent/guardian, and Ombudsman d/b/a Chancelight representative, and may include a Norton City Schools representative. The Norton City Schools agrees to provide the Ombudsman d/b/a Chancelight Program with a copy of each student's current IEP, BIP, Functional Behavioral Assessment (FBA), psycho-educational assessments and transcripts for office records upon referral or placement into the Program. Ombudsman and Norton City Schools IEP teams will review each student's Functional Behavior Assessment (FBA) and Behavioral Intervention Plan (BIP), As required, Ombudsman staff and the Norton City Schools IEP teams will collaborate on any revisions required to meet each student's needs in the Ombudsman PLUS program.

2.3 IEP Development and Program Participation. Pursuant to IDEA and state law, Ombudsman d/b/a Chancelight Program staff will work closely with Norton City Schools special education personnel to develop/revise IEPs as necessary. Norton City Schools IEP teams determine when it is appropriate to transition the student back to another Norton City Schools program. Program staff will assist in drafting IEP goals and providing data for the IEP team to review and consider. Program staff will monitor progress on IEP goals as well as deliver services in the IEP. Norton City Schools personnel will oversee the development of the IEP and serve as the Local Education Agency ("LEA") representative at the meetings. Norton City Schools will have at least one (1) representative at each IEP team meeting. If a student's needs cannot be adequately met at the Program, the Program director will contact Norton City Schools personnel to schedule an IEP team meeting to discuss and determine an appropriate placement for the student. The Norton City Schools will serve as the LEA at all times during its students' placement in the Program.

2.4 Student Populations Served. Students referred to the Program are students in grades K-12 who meet the definition of a disabled student pursuant to the IDEA, specifically under the disability categories of emotional and behavior disorders ("EBO"), specific learning disability ("SLD"), and Other Health Impairment ("OHI") and have an IEP, which may include a Behavior Intervention Plan ("BIP"). Students are able to access the core content and grade level learning standards with special education services and appropriate accommodations and supports. Students may display disruptive behaviors and/or have truancy issues that result from their educational disability(ies) that require supports to help them make meaningful educational progress. Students may be assigned to the Program by an IEP team as a result of a disciplinary infraction or a manifestation determination meeting decision. Of the student population described herein, the percentage of concurrently enrolled students with an IEP is 100% of total slots purchased.

2.5 Special Population Students. Student subgroups, such as those classified as both English Language Learners ("ELL") and Students with Disabilities ("Special Education") who have been previously identified by the Norton City Schools will be so designated by the Norton City Schools on the Student Profile. The Norton City Schools will indicate the student's subgroup as part of the Ombudsman d/b/a Chancelight intake process. The

Norton City Schools will be responsible for the provision of any ELL services to ELL-eligible students placed in the Program.

2.6 Course, Credit and Graduation Requirements. The Norton City Schools determines credit requirements and projects graduation or promotion. The Norton City Schools completes the Student Profile, which contains the Course Schedule.

2.7 Assessments. Upon enrollment, Ombudsman d/b/a Chancelight assesses all students in reading, writing and mathematics. Students enrolled in the Program will take all required high stakes and end-of-course assessments and receive the necessary accommodations for these assessments per their IEP. Testing materials and applicable training are the responsibility of the Norton City Schools. Norton City Schools also is responsible for coordinating any student placement for the work study/community service and/or vocational classes required for students whom the Norton City Schools feels would benefit from enrollment at Ombudsman d/b/a Chancelight for academic services. Ombudsman will assist the Norton City Schools's implementation of these matters within reasonable parameters.

2.8 Placement Identification and Eligibility Assessment. Any necessary placement identification or eligibility assessments for special programs will be provided solely by the Norton City Schools, such as English Language Proficiency scores and language proficiency levels, and evaluations determining or relating to a student's disability. Timely receipt of evaluations and special program eligibility and information is used by Ombudsman d/b/a Chancelight to ensure students receive appropriate services and instructional modifications immediately upon enrollment. The Norton City Schools retains responsibilities for all evaluations, reevaluations and independent evaluations under IDEA.

2.9 Instruction. Each student receives instruction in the courses identified on the Course Schedule utilizing online instructional components, print-based and multimedia resources driven by a standards-based curriculum, teacher-led instruction and, when appropriate, work study, community service and volunteer opportunities. Ombudsman d/b/a Chancelight requires all students, regardless of academic level or ability, or language proficiency level to master grade-level coursework, unless otherwise indicated on the student's IEP. Students are also prepared for high stakes and end of course assessments utilizing targeted test preparation instruction and materials as well as teacher-led instruction. Pro-social skill development through group discussion, teacher modeling and student role-playing is provided to improve student behaviors in and out of the learning environment.

2.10 Evaluation. Each student's progress is evaluated daily, weekly, monthly and quarterly by the Program teaching staff. Students must demonstrate proficiency in coursework and meet minimum attendance or seat time requirements to earn credit or to be recommended for promotion to the next grade level. Promotion recommendations, coursework completion and credits earned are documented and provided to the Norton City Schools.

2.11 Staff. The Ombudsman d/b/a Chancelight instructional staff consists of certified teachers who may be supported by instructional assistants, with a minimum of a four-year college degree and/or paraprofessionals. All Ombudsman d/b/a Chancelight staff will be Crisis Prevention Institute ("CPI") trained and certified to aid in behavior intervention. All personnel hired or assigned by Ombudsman d/b/a Chancelight shall be Ombudsman employees for all purposes and not Norton City Schools or Barberton City School District employees for any purpose. Ombudsman d/b/a Chancelight shall be solely responsible for (i) selecting and hiring its employees; (ii) paying all wages, health and retirement benefits, insurance, and all applicable employee and employer taxes; (iii) supervising, evaluating, promoting and disciplining its employees; and (iv) managing the employees' conduct, including the method by which the employees carry out their work.

2.12 Staff Complaints. If the Norton City Schools believes that the performance or conduct of any person employed or retained by Ombudsman to perform any services hereunder is unsatisfactory or is not in compliance with the provisions of this Agreement, the Norton City Schools will notify Barberton City School District and Ombudsman, identifying the conduct or performance in writing and providing all information and support necessary to substantiate and sustain any personnel action requested by the Norton City Schools, if any. Ombudsman will promptly address the performance or conduct of the reported person in accordance with Ombudsman's disciplinary policies.

2.13 Related Services. The Norton City Schools will provide all related services for students including speech and language therapy, physical therapy, and occupational therapy.

2.14 Transportation and Additional Services. The Norton City Schools will be responsible for any student transportation, and for coordinating any student placement for the work study/community service and/or vocational classes.

2.15 School Calendar and Extended School Year Services. The learning center will operate based on the Barberton City School District's calendar during the term of this Agreement. Extended school year services may be provided for students whose IEP specifically calls for extended school year services subject to this section. Extended school year services (ESY) are an additional charge, which is the per diem rate for the corresponding school year as outlined herein, up to twenty (20) days.

2.16 Student discipline. Students and parents will be informed of the Program's behavioral expectations and consequences for engaging in misconduct as per Ombudsman d/b/a Chancelight student handbook and be provided with a written copy of the same. Students will not be disciplined for misconduct that is a result of their disability, except as may be permissible under IDEA or Section 504. Should a student enrolled in the Program pose a danger to themselves, other students, or staff, such as bringing a weapon into the learning center; possessing or attempting to sell or distribute illegal, prescription, or over-the-counter

drugs, or commit an infraction that results in serious bodily injury, the Ombudsman learning center director shall follow the Ombudsman d/b/a Chancelight safety and security procedures and notify Barberton City and Norton City Schools designated staff. Ombudsman d/b/a Chancelight staff shall cooperate with Norton City Schools disciplinary proceedings that may be undertaken.

2.15 Program request for meetings. Ombudsman d/b/a Chancelight reserves the option to request an IEP team meeting, behavioral modification and/or manifestation determination meeting whenever it is believed that the student's behavior intervention plan (BIP) and/or IEP requires a discussion or a change to meet the student's needs.

2.16 Reports. Ombudsman d/b/a Chancelight will provide the Norton City Schools reports, including, but not limited to, the following: Student attendance on a weekly basis, student academic progress reports at the conclusion of the 1st and 3rd quarters and transcripts at the conclusion of the 1st and 2nd semesters, and IEP progress reports at the conclusion of the 1st, 2nd, 3rd and 4th quarters.

2.17 Student Confidential Data and Records. Ombudsman d/b/a Chancelight staff have a legitimate educational interest in the students enrolled in their program. Therefore, the Norton City Schools may disclose necessary educational records of students enrolled in Ombudsman d/b/a Chancelight without requiring parental consent. Ombudsman d/b/a Chancelight agrees to maintain student records and data in compliance with all applicable laws and regulations, including all applicable state and federal privacy laws, such as the Family Educational Rights and Privacy Act ("FERPA").

Section 3 -- Term

3.1 Term and Notice. The effective term of this agreement is July 1, 2021 through June 30, 2022, which includes the extended school year. The cost for the slot(s) purchased by Norton City Schools are for the entire 2021-22 school year, exclusive of extended year services (see Section 2.15 for extended school year rates and availability). The Norton City Schools shall provide written notice of its intent not to purchase slot(s) in the Program for the next school year by June 30, 2022. Such notice shall operate to eliminate for the succeeding school year, all contractual obligations of the parties with respect to the program slot(s) which are the subject of this Agreement.

3.2 Additional slots. Subject to availability, the Norton City Schools will notify the Barberton City School District of its desire to purchase continuing or additional slots for subsequent school year by June 1, 2022. The Barberton City School District will notify Barberton City School District within twenty (20) calendar days if it accepts such offer.

Section 4 – Additional Responsibilities of the Norton City Schools

4.1 Compliance. The District agrees that the provision of special education services to students under state and federal law, including but not limited to Ohio's Operating Standards for the

Education of Students with Disabilities, is ultimately the responsibility of Norton City Schools and that nothing contained herein shall be construed or interpreted to relieve Norton City Schools of that responsibility.

4.2 Availability of Funds. The Norton City Schools agrees that it will certify the availability of funds for the obligations under this Agreement to the extent required by Ohio Revised Code Sections 5705.41 and 5705.412.

Section 5 – Costs

5.1 Costs for 2021-22. The cost for a slot for the 2021-22 school year is \$44,000 per slot, subject to availability. The Norton City Schools elects six (6) slots for the 2021-22 school year. The annual cost for all slots is due and payable immediately upon invoice. The cost for the slot will not be pro-rated if an individual student leaves the Program; however, another student may be referred by Norton City Schools and upon acceptance into the Program, may continue in the slot until the end of the Term of the Agreement.

5.2 Additional Slots. Subject to availability and approval by Barberton City School District and acceptance into the Program by Ombudsman d/b/a Chancelight, additional slots may be purchased during the school year and students may be referred to the Program: the additional cost will be \$4,250 per student per month, or \$285 per day for partial months of entry/exit, whichever is less.

5.3 Costs for Subsequent Years. Costs for a slot in the 2022-23 school year will be \$35,020, and for 2023-24, the cost will be \$36,070.

5.4 Payments. Services shall be billed directly to the District. All invoices and statements for the Services and programs provided herein by the Barberton City School District shall be due and payable not more than thirty (30) days from the date of mailing of the invoice or statement by the Barberton City School District.

Section 6 -- Cancellation

The Barberton City School District reserves the right to cancel any one or all of the services and programs if an insufficient number of students are referred to and elect to participate in the Program, if there is a discontinuation or reduction of funds, or if the Ombudsman d/b/a Chancelight Program breaches or terminates its agreement with Barberton City School District, or for any other reason deemed sufficient by the Barberton City School District in its sole discretion. Written notice of such cancellation will be provided to the Norton City Schools by the Barberton City School District not less than 60 days prior to the discontinuation of the program or service.

Section 7 -- Amendment/Assignment

Except as expressly provided herein, this Agreement may be modified or amended only by a written agreement executed by both parties. This Agreement, and/or the obligations represented by this Agreement, cannot be assigned or transferred by the Barberton City School District without the express, prior written permission of the Norton City Schools. The Barberton City School

District may, at its sole discretion, employ or subcontract with other individuals or entities to assist in the rendition of services provided under this Agreement.

Section 8 -- Liability

The Districts shall each assume liability for loss, costs or damages resulting from the negligence of either of them, but shall not be liable for any loss, costs or damages resulting from the negligence of the other party.

Section 9 -- Entire Agreement

This Agreement contains the entire agreement of the parties as to its subject matter and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties with respect to the services to be provided as specified herein.

Section 10 -- Severability

If any provision of this Agreement shall be held to be invalid or unenforceable by any court or agency having jurisdiction over the parties for any reason, the remaining provisions shall continue to be valid and enforceable provided that either party may terminate this Agreement upon five days written notice following the determination of invalidity.

Section 11 -- Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every provision of this Agreement.

Section 12 -- Applicable Law

This Agreement shall be governed and construed under the laws of the State of Ohio, and exclusive venue for any dispute arising hereunder shall be in the district court for Summit County, Ohio, or in the United States District Court for the Northern District of Ohio.

Section 19 -- Representations of the Parties

Each of the signatories to this Agreement represent: (1) that the party represented by the signature below has duly authorized the execution of this Agreement by resolution enacted in a public meeting conducted in compliance with all applicable provisions of law; and (2) the party represented by the signature below is not subject to any unresolved findings for recovery by the Auditor of State.

This contract was approved by a resolution for the District at its meeting held on _____, 2021 and has been duly recorded in its minutes and certified by the Treasurer of the Board.

Barberton City School District

Norton City Schools

Board President

Board President

Treasurer

Treasurer

Superintendent

Superintendent