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## SERVICE AGREEMENT

This SERVICE AGREEMENT (the “Agreement”) is entered into on \_\_\_\_\_ 2019, between **Norton City School District** (the “District”), an Ohio Public School, chartered under Chapter 3311 of the Ohio Revised Code, and **Education Alternatives (“EA”)**, an Ohio nonprofit corporation, with offices at 5445 Smith Road, Cleveland, OH 44142 (the “Parties”).

## BACKGROUND

WHEREAS, the District must provide a free and appropriate education (“FAPE”) for its students, in accordance with state and federal laws,

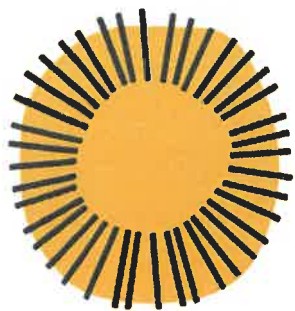
WHEREAS, EA is an accredited service provider equipped to educate students with varying educational, emotional and physical needs and meet the students’ FAPE requirements;

WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2019-2020 school year;

The Parties agree as follows:

### 1. EA Programming.

- A. The District has the choice of five programs, depending upon the individual student’s needs and the student’s Individual Education Placement (“IEP”) team determination.
- i. Day Treatment Program. EA’s Day Treatment program is a non-residential program where students are provided intense mental health services in conjunction with the student’s educational programming. EA’s program features a 1:6 staff to student ratio, an emphasis on social skills development and behavior management. This program is best suited for students on an IEP, whose behavior issues prevent him or her from learning in a traditional education environment.
  - ii. ECHO Program. EA’s “ECHO” program is a flexible computer and individual tutoring based learning model for students at risk of dropping out of school, in need of credit recovery, or wanting a non-traditional learning environment. ECHO primarily serves students in grades 9-12, but can accommodate middle school students. ECHO’s classrooms are staffed by licensed intervention specialists, to assist the student when necessary. The ECHO program is not suitable for students who demonstrate significant emotional disturbance.
  - iii. Coral Autism Program. EA’s “Coral Autism Program” is a program for students with an autism designation who may also have behavioral difficulties, but cannot function in a day-treatment classroom. The Coral program has a 1:3 staff-to-student ratio and the environment is tailored to the students’ particular needs.
  - iv. Plato Pre-School. EA’s “Plato Pre-School” is a program for students who may be exhibiting behavioral difficulties prior to Kingergarten. The program is tailored to social skills development and behavior management for children ages 3-5.



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v. VisionQuest. EA's "VisionQuest" program is for 18-22 year-olds with moderate disabilities, who require assistance in community involvement, employment and independent living skills.

2. **Related Services.** The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. EA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at EA facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the Districts' students.
3. **Term.** The term of this Agreement shall begin August 26th, 2019 and will automatically expire June 5th, 2020.
4. **Rates and Billing.**
  - A. The District shall pay EA the per diem rate, shown in Schedule A attached to this Agreement, for each student enrolled by the District, not to exceed 182 educational school days. The educational school year includes all: teacher in-services, calamity days, truancy days in accordance with Section 5(B), absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.
  - B. The District shall pay EA the cost of providing the enrolled *Day Treatment* student's mental health services, if the student does not qualify for Ohio Medicaid behavioral health services. The per diem rates for such services are shown in Schedule A. If the student does qualify for Ohio Medicaid, then EA will bill the District for the lesser amount shown in Schedule A.
  - C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.
5. **Termination Of A Student's Placement.**
  - A. District's Obligations Cease. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from EA for any reason, the parties' respective obligations under this Agreement for that particular student shall terminate.
  - B. Non-Attendance. EA will suspend billing if a student exceeds ten (10) consecutive absences.
  - C. FAPE. If the IEP team, in accordance with federal and state law, determines that a particular student is not benefiting from the EA's programming and services, the parties will terminate the student's placement at EA.
  - D. Student A Danger to Self or Others. In the event that a EA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by EA's therapeutic approach, then the Parties will provide a more appropriate educational placement or immediately terminate the student's placement at EA. A more appropriate placement may be in-home instruction provided by EA staff, as determined by the IEP team and the student's needs.



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**6. Education Records.**

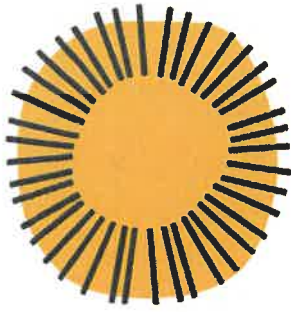
- A. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifactor evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.
- B. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.
- C. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.

**7. Background Checks And Teacher Licenses.**

- A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.
- B. EA represents and warrants that its teachers are special education teachers, holding current licenses in the state of Ohio.

**8. Insurance.** EA shall at all times during the Term, or any extension thereof, procure, maintain and keep in force general public liability insurance for claims for personal injury, death, or property damage, occurring in connection with EA, with limits of not less than Two Million Dollars (\$2,000,000.00) in respect to: death or injury of a single person or in respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) per accident in respect to property damage.

**9. Indemnification.** EA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by EA; or ii) any third party claims made by students, parents, or guardians arising out of the Day Treatment Services or use of EA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, EA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.

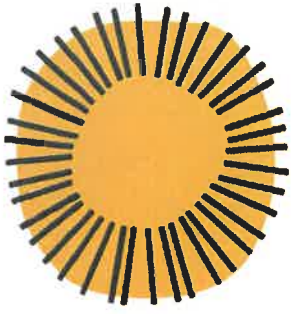


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10. **Miscellaneous.**

- A. **Merger.** This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.
- B. **Assignment.** EA shall not assign this Agreement without the written consent of the District.
- C. **Notices.** All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated EA email address.
- D. **Amendments.** All amendments to this Agreement shall be in writing and executed by both Parties.
- E. **Independent Contractor.** The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf.
- F. **Captions and Headings.** The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.
- G. **Severability of Provisions.** Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- H. **Binding Effect.** This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- I. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.
- J. **Choice of Law.** This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.





**EA** education  
alternatives

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

**EDUCATION ALTERNATIVES**

**Norton City School District**

**By:**

Gerald Swartz, Executive Director

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

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**Exhibit A**  
**Education Alternatives Per Diem Rates 2019-2020**

<b>Day Treatment</b> Educational and therapeutic program.	\$158.00 per day \$198.00 Non-Medicaid
<b>One-on-One Aide</b> Individualized services available in accordance with the student's IEP.	\$152 per day
<b>ECHO Program</b> Computer-based dropout prevention program.	\$45/per half day, <4 hours \$90/Full-Day, >4 hours
<b>VisionQuest</b> Transitional job training program for young adults with Autism/DD at EA Ravenna.	\$150 per day
<b>Plato Pre-School</b> Early childhood program at EA Ravenna.	\$125.00
<b>Coral Autism Program</b> Specialized program for students on the autism spectrum at EA Kent.	\$205.00