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## Day Treatment Service Agreement Day Treatment Program

This **DAY TREATMENT SERVICE AGREEMENT** (the "Agreement") is entered into between Norton City Schools (the "District"), an Ohio public school, chartered under Chapter 3311 of the Ohio Revised Code, and Education Alternatives ("EA"), an Ohio nonprofit 501(c)(3) organization, with offices at 7777 Exchange Street, Suite 4, Valley View, Ohio 44125.

### RECITALS

WHEREAS, public school districts must provide a free an appropriate education ("FAPE") to disabled and handicapped students, in accordance with state and federal laws;

WHEREAS, EA is an accredited service provider equipped to educate emotionally handicapped and other disabled students;

WHEREAS, this Agreement permits the District to place individual students at EA facilities, on an as needed basis during the 2015-2016 school year.

The parties agree as follows:

**1. Scope of Services.**

**1.1. Day Treatment.** EA shall provide day treatment services to students placed by the District, including special education instruction, and behavioral and mental health support services. All services EA provides shall be in accordance with all federal and state laws and regulations governing the education of handicapped children.

**1.2. Related Services.** Related services, including but not limited to speech, occupational, and physical therapy, as determined by the student's IEP, will be provided at an additional cost separate from the cost of day-treatment. EA shall get the approval of the District before approving or providing any related services expenditures. EA will invoice the District for the services separately from its day treatment invoices.

**2. Term.**

**2.1.** The term of this Agreement shall begin on July 1st, 2015 and will automatically expire June 30th, 2016.

**3. Rates and Billing.**

**3.1.** 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



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educational school year includes all: teacher in-services, calamity days, truancy days in accordance with Section 4.2, absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.

**3.2.** Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.

**4. Termination Of A Student's Placement.**

**4.1. 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.

**4.2. Truancy.** EA will suspend billing if a student exceeds ten (10) consecutive unexcused absences. Billing will be resumed if the student returns to school.

**4.3. 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.

**4.4. 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.

**5. Education Records.**

**5.1.** 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.

**5.2.** 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.

**5.3.** Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.



**6. Background Checks And Teacher Licenses.**

**6.1.** 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.

**6.2.** EA represents and warrants that its teachers are special education teachers, holding current licenses in the state of Ohio.

**7. Indemnification.**

**7.1.** Each party (the "Indemnifying Party") shall indemnify and hold harmless the other (the "Indemnified Party") (including its Board, individually and collectively, and the Indemnified Party's officers, employees and agents, individually and collectively) from and against any and all claims, liabilities, damages, fines, penalties, taxes, costs and expenses, including reasonable attorneys' fees and costs of settlement, which the Indemnified Party may suffer, sustain or become subject to as a result of, arising out of, or relating to, the Indemnifying Party's breach of this Agreement. The obligation to indemnify shall not survive the expiration or termination of this Agreement.

**8. Miscellaneous.**

**8.1. 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 contractors or communications concerning the matters contained herein.

**8.2. Assignment.** EA shall not assign this Agreement without the written consent of the District.

**8.3. 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.

**8.4. Amendments.** All amendments to this Agreement shall be in writing and executed by both Parties.

**8.5. 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.



**EA** education  
alternatives

To evidence the parties' agreement to this Agreement, they have signed and delivered on the date stated in the Preamble.

**Education Alternatives**

**Norton City Schools**

**By:** \_\_\_\_\_  
Gerald Swartz, Executive Director

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

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

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

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



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**Schedule A**

**Education Alternatives Per Diem Rates 2015-2016**

<b>Day Treatment Program</b> CARF-accredited educational and therapeutic program.	\$150
<b>One-on-One Aide</b> Individualized services available in accordance with the student's IEP.	\$152
<b>ECHO Program</b> Computer-based dropout prevention program.	\$45
<b>10 Plus Suspension Program</b> Interim alternative placement option for suspensions and expulsions.	\$83
<b>Vision Quest Program</b> Autism/MH Program, Ravenna facility	\$145