



IMPACT

Sand Castle Educational Services, LLC
2120 31st Street, NW
Canton, OH 44709

CONTRACT FOR TREATMENT SERVICES (2023-24 SCHOOL YEAR)

Placing School District: Norton City Schools Contact Person: Terri Horton
 District Billing Address: 4128 Cleveland-Massillon Road, Norton, 44203
 Student Name: _____ D.O.B.: _____
 Parent/Legal Guardian Name: _____ Phone Number: _____
 Address of Residence: _____ Start Date: 12/18/23

Pursuant to Ohio Revised Code 3323.08(B)(3) – “...the school district may arrange by contract with a nonpublic entity for the provision of the special education and related services, provided the special education and related services meet the standards for special education and related services established by the state board...”—this Contract for Treatment Services is hereby enacted between Sand Castle Educational Services, Inc. (d.b.a. **Impact Academy**) & the placing school district:

Norton City Schools for the exclusive function of providing special education (school district name)

services, in accordance with the Individual Education Plan (IEP), to _____ (student name)

Sand Castle Educational Services, Inc. (d.b.a. **Impact Academy**) & placing school district agree as follows:

- The placing school district will pay Sand Castle Educational Services, Inc. per diem rate per day per student placed from its district in one of the following two methods of payment:
 - I choose to pay Quarterly, in Advance of Services Rendered, at the daily rate of **\$109**
 - Payment in full for complete 9-week grading period (45 days) or for remaining days in grading period, if placement occurs during academic quarter, within first 10 days of student placement.

QUARTERLY PAYMENT SCHEDULE FOR 2023-24 SCHOOL YEAR			
Quarter #1	8/21 – 10/24/23	45 days	\$4,905.00
Quarter #2	10/25/23 – 1/12/24	45 days	\$4,905.00
Quarter #3	1/16 – 3/19/24	45 days	\$4,905.00
Quarter #4	3/20 – 5/31/24	45 days	\$4,905.00

- I choose to pay Monthly, after Services are Rendered, at the daily rate of **\$124**
 - Payment in full for prior month’s services, according to number of days of student placement, due on the first business day of the next calendar month, with the exception of December (see below).

MONTHLY PAYMENT DUE DATES FOR 2023-24 SCHOOL YEAR			
September 1, 2023	December 1, 2023	March 1, 2024	June 1, 2024
October 2, 2023	December 21, 2023	March 23, 2024	
November 1, 2023	February 1, 2024	May 1, 2024	

I have read all conditions on the front and back of this Contract/Agreement for Treatment Services, and agree to them.

Authorized Placing School District Representative & Date

Witness/Owner, Sand Castle Educational Services, Inc. & Date

[Signature] 12/14/23

X

TERMS OF CONTRACT/AGREEMENT

- This Contract/Agreement for Treatment Services commences on the first day of student placement and terminates under the following circumstances:
 - The final day of student placement (voluntary or involuntary), as determined by the IEP Team;
 - On the verified day that the student has moved to another school district; or
 - On the day before the beginning of the 2024-25 school year, which is **August 19, 2024**.
- Services are still charged for a student when he/she is absent; when Impact is closed for scheduled staff development or training days; when Impact is closed for calamity/snow days (as determined by Canton City Schools) up to eight (8) days; and when a student is absent/incarcerated for up to nine (9) consecutive service days. Monetary refunds for non-applicable service days will be issued by Sand Castle Educational Services, Inc. to a placing school district in the event that a student moves to another school district or is incarcerated for ten (10) or more days. Such refunds can be applied to the costs of services for other placed students in Impact Academy from the same placing school district on the next issued Payment invoice or issued by authorized check to the placing school district.
- Both Sand Castle Educational Services, Inc. (d.b.a. Impact Academy) and the placing school district agree to release, share, and exchange all records authorized by the Parent/Legal Guardian, including, but not limited to, past and current Multi-Factored Evaluations (MFE's/ETR's), Individual Education Plans (IEP's), academic transcripts, progress reports/report cards, teacher reports, academic testing/assessments, disciplinary/conduct records, attendance records, behavioral/emotional measurement reports, level system movement & statistics, and any other information deemed necessary to aid in overall student development/treatment.
- It is understood between both parties that all students placed at Impact Academy remain on the placing school district's Average Daily Membership (ADM) counts, resulting in no disruption with receipt of any federal or state funding. Furthermore, all students placed at Impact Academy remain enrolled in their placing school district-of-residence.
- Any other services necessary for the student during his/her placement at Impact Academy (i.e., speech or occupational therapy services; one-on-one aide services; transportation; assisted technology; etc.) will be at an additional cost to the placing school district, and are not included in the regular daily service rate of Impact Academy or its regular services. Such additional services will either be taken care of by the placing school district through their own provision of the service (e.g., the placing school district transports the student(s) using school district vehicle(s); the school district sends their own speech therapist to perform speech therapy services; etc.) or Impact Academy will contract with outside agencies or individuals to perform the necessary services, and include the expense for such services in the Payment Invoice sent to the placing school district to be included with payment for the regular daily services charged for placement in the Impact Program. Current rates for additional services for the 2023-24 academic year are as follows:
 - **One-on-One Aide Services:** \$99 per service day
- Sand Castle Educational Services, Inc. (d.b.a. Impact Academy) reserves the right to remove a placed student on an emergency basis from treatment services, without authorization from the placing school district, if a student is deemed to pose an extreme and irresolvable threat of harm to self or others while in attendance at Impact Academy. Furthermore, the student's removal will remain in effect until an IEP Team meeting, with the placing school district and the student's parent(s)/ legal guardian(s) present, to determine the necessity of placement termination and/or alternative placement options occurs.
- Sand Castle Educational Services, Inc. (d.b.a. Impact Academy) agrees that it will maintain a liability insurance policy with limits sufficient to cover any claims or occurrences for bodily injury made by third-parties in connection with the students placed pursuant to this Contract/Agreement, and will name the placing school district as an additional insured on such policy of insurance. Copies of the Certificate of Insurance naming the placing school district as an additional insured will be provided upon request.
- Sand Castle Educational Services, Inc. (d.b.a. Impact Academy) will indemnify and hold the placing school district harmless from and against any loss, cost or expense incurred or paid directly resulting from any claims, litigation, suits, or liabilities for bodily injury made by third-parties in connection with the students placed pursuant to this Contract/Agreement, provided, however, that the obligation to indemnify for any such actual loss, cost or expense shall be limited to the amount of liability insurance described in the policy referenced above.