

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

This Agreement is entered into by and between Insight Behavioral Consulting, Inc. (“Insight”), a corporation organized and existing under the laws of the State of Ohio and having its principal place of business in Westlake, Ohio, and operating an educational institution known as Insight Academy (“Insight Academy”), and the Board of Education of Clearview Local Schools, Ohio (“Board”).

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

WHEREAS, the Board wishes to enter into an agreement with Insight Academy for the provision of special education and related services for one or more qualified students who reside in the Board’s school district (“Student” or “Students”); and

WHEREAS, Insight Academy will provide special education and certain related services documented in each Student’s Individualized Education Program (“IEP”) for the 2022-2023 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. This specifically applies to the development and meetings related to a student’s IEP and ETR, unless otherwise agreed to by the parties in writing. Insight Academy is a private educational institution that complies with applicable Ohio law. The special education and related services provided by Insight Academy 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 Insight Academy for the provision of special education and related services to Students.

2. Insight Academy hereby agrees to provide small ratio and individualized academic programming; parent contact and consultation; school district contact and consultation, including regular evaluative reports of each Student’s progress; and participation in each 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 Insight Academy with each student’s educational, medical, psychological and social evaluations as are available to the Board. Insight Academy 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 each Student, the Board shall pay tuition to Insight Academy in the amount of \$71,400 (seventy-one thousand, four hundred dollars)

("Tuition"). Tuition pays for the special education and related services provided to each Student during the regularly scheduled school year as defined in Ohio Revised Code Section 3313.48.

The Board will be responsible for payment of additional funds for Insight's provision of special education and related services to Students whose IEP's include an Extended School Year Program. The Tuition payments shall be made in four equal payments according to the following schedule: The first payment shall be made on or before the first quarter start date. The second payment shall be made on or before the second quarter start date. The third payment shall be made on or before the third quarter start date. The fourth and final payment in full shall be made on or before the fourth quarter start date. Tuition will be charged on a prorated basis for Students admitted/discharged after commencement of the school year or attending on a part-time basis.

5. If documented on the Student's IEP, Insight Academy may provide related services in addition to those described in Paragraph Two. Insight Academy shall obtain prior approval from the Board before providing any additional related service that will result in an increase in tuition. The Board shall continue to be obligated to pay monthly invoices as set forth above.

6. The District is obligated to pay the Tuition for any withdrawn Student through the date the written withdrawal notice from the Board was received and acknowledged in writing by Insight Academy.

7. Insight Academy is not responsible for transportation for any Students attending Insight Academy under this Agreement. Transportation, and the costs of transportation related insurance coverage, shall be the responsibility of the Board.

8. In the event of emergency or injury concerning a Student, Insight Academy will promptly notify the Board.

9. 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 Clearview Local

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

(Board President/Treasurer Signature)

Insight Behavioral Consulting

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

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

(Director/Owner)

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