## AGREEMENT FOR PROVISION OF SPECIAL EDUCATION AND RELATED SERVICES

This Agreement is entered into by and between Insight Behavioral Consulting ("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 at Clearview Local School District, Ohio ("Board") 2024-2025 school year.

WHEREAS, Insight Academy is a private educational institution that complies with applicable Ohio law; and

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

WHEREAS, 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; 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").

NOW, THEREFORE, it is mutually agreed as follows:

- A. The Board agrees to that it is obligated under the Terms of this Agreement as follows:
  - 1. That it is responsible for compliance with applicable state and federal law regarding the provision of special education and related services to its Students.
  - 2. That it will be responsible for the development of the Student's ETR in accordance with applicable state and federal law. This provision includes as the Board's responsibility, requesting the necessary information and documentation in a timely manner, at least one (1) week prior to any ETR meeting, from Insight Academy.
  - 3. That it will 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. That it will pay a Base-Tuition for each Student as outlined below:

- a. For each School Year as defined in Ohio Revised Code Section 3313.48(A), tuition in the amount of \$74,984.00. 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.
- b. For Extended School Year Services per Student whose IEP team determined eligible for services, tuition in the amount of \$5,000.00.
- c. Tuition for any withdrawn Student through the date the written withdrawal notice from the Board was received and acknowledged in writing by Insight Academy.
- 5. That it is responsible for transportation; that it understands and agrees that Insight Academy does not provide transportation.
- 6. That it will pay for services that exceed the services provided in the Base-Tuition.
- B. Insight Academy agrees to that it is obligated under the Terms of this Agreement as follows:
- 1. That it will provide small ratio and individualized academic programming as outlined in each Student's IEP unless there is an agreement indicating that the Student's IEP will not be implemented. Should a conflict between the IEP and this Agreement exist, the IEP shall supersede this Agreement absent a written agreement between the Board and Insight.
- 2. That if there is an agreement that a Student's IEP will not be implemented at Insight, Insight will develop an Educational Treatment Plan (ETP) within forty-five (45) days of the Student's attendance at Insight.
- 3. That it may provide the following services in addition to the Student's IEP without additional cost to the Board:
  - a. Functional Behavior Assessment,
  - b. Behavior Intervention Plan,
  - c. Registered Behavior Technician, and
  - d. Board Certified Behavior Analyst.

- 4. That it will invite a Board representative, to all program progress review meetings for each Student placed at Insight under this Agreement.
- 5. That it will provide the Board with written documentation with suggested Goals with related Objectives/Benchmarks, Present Levels of Performance, and/or Goal Baseline upon request from the Board.
- 6. That it will designate staff to participate in IEP and/or ETR meetings as a member of the IEP team.
- 7. That it will provide the Board with progress reports detailing the student's progress on the IEP or ECP measurable annual goals on a quarterly basis (i.e. every nine weeks).
- 8. That it will provide the Board with a progress report for each Student that attends Insight's Extended School Year program if Board agreed for Student to attend the program.
- 9. That it will provide the Board with notification of emergency or injury concerning a Student, including use of Restraint and/or Seclusion.
- 10. That it will obtain prior approval from the Board before providing any additional related service that will result in an increase in tuition.
- C. 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 the Clearview Local School District

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| Ву:  | Date: |  |
| Superintendent and/or the Board President                |       |  |
| Insight Behavioral Consulting                            |       |  |
| Ву:  | Date: |  |
| Jeremy D. Meduri, Founder   CEO                          |       |  |