

Special Education Services Agreement

This Special Education Services Agreement (this “Agreement”) is made and entered into as of this _____ day of _____, 2024, by and between Ombudsman Educational Services, LTD., with its principal place of business at 28100 North Ashley Circle, Suite 102, Libertyville, IL 60048, (the “Service Provider”) and Clearview Local Schools, whose address is 4700 Broadway Avenue, Lorain, OH 44052 (the “District”, and together with the Service Provider, the “Parties”, and each, a “Party”).

WHEREAS, the Service Provider provides instruction for school-age students with disabilities that require intensive academic, behavioral, communication and therapeutic services (the “Program”). The focus is to use those services in order to move students toward increased levels of independence;

WHEREAS, the Service Provider is fundamentally guided by the use of evidence-based practices to help students develop skills in the areas of communication, independent functioning, self-management, social skills, behavior and academics;

WHEREAS, the District, Amherst Exempted Village Schools, Avon Lake City Schools, Avon Local School District, Elyria City Schools, Lorain City Schools, the Midview Schools, North Ridgeville City Schools, and Sheffield-Sheffield Lake City Schools wish to contract with the Service Provider as set forth herein and, Amherst Exempted Village Schools, Avon Lake City Schools, Avon Local School District, Elyria City Schools, Lorain City Schools, the Midview Schools, North Ridgeville City Schools, and Sheffield-Sheffield Lake City Schools in a separate agreement, to obtain access to the Program;

WHEREAS, the Service Provider will provide the District one (1) on-campus special education program for students in grades kindergarten through third grade; all described more specifically in Section 2 below (“The Program”); and

WHEREAS, Elyria City Schools will provide a single site for the Program;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the Service Provider and the District agree as follows:

Section 1. Scope of Services Provided.

The Service Provider provides the District an on-campus Program intended to serve students with disabilities, who meet the definition of a student with a disability pursuant to the Individuals with Disabilities Education Act (“IDEA”). The Program is designed to serve students whose IEP team has determined (1) the student requires specially designed instruction in the areas of communication, academic, and behavioral services, and (2) that a therapeutic day school or a Collaborative Behavior Support Classroom is the least restrictive environment in order to receive a free and appropriate public education.

The Service Provider represents and warrants that it will comply with all applicable state laws, regulations, and guidance pertaining to providing special education services to students. The Service Provider also represents and warrants that the District may accept credit issued by the Service Provider, consistent with Ohio law.

1.1 Student Placement. Working with the Service Provider, the District identifies students who need the special education and related services offered by the Program. A Change of Placement IEP meeting is conducted with the student, parent/guardian, District representative and may include the Service Provider representative. The IEPs of students enrolled in the Program will specify the Service Provider as the designated placement. The District agrees to provide the Service Provider a copy of each student's current, updated IEP and transcripts for office records upon referral or placement into the Program. The District will also provide a copy of the updated IEP to the Service Provider staff at the end of each IEP meeting. The Service Provider will be the case manager of the IEPs for students placed in the Program. Case Management includes writing the IEPs, coordinating IEP meetings annually, and updating IEP goals quarterly or upon the frequency indicated in the IEP. Communication about a student's progress is on-going and formally given to both the parent and the District for all students on a quarterly basis through progress reports, as required by each student's IEP. The Service Provider does not exclude or discriminate against any student regardless of disability or district of residence.

1.2 Assessments. Each student will participate in assessments for the purpose of screening, benchmarking, measuring student growth, progress monitoring, and instructional planning. Data will be analyzed by Program staff members and academic and behavioral interventions will be designed and implemented accordingly.

The Service Provider will be responsible for any state testing that referred students may be required to take each year. This responsibility includes test coordination, training for test administration, provision of testing packets/access, and distribution of student results. The Service Provider will assist the District's implementation of the students' assessment program within reasonable parameters. The Service Provider will adhere to the timeline and test administration guidelines.

1.3 Instruction. The Service Provider uses evidence based instructional practices to guide the instructional process and differentiate instruction based on student needs. Students will receive small group, individual, and technology rich instruction using standards-based curriculum aligned to Ohio Learning Standards.

1.4 Behavioral Support. Behavior intervention in the Program is positive, proactive/preventive, and implemented consistently by all staff.

The Service Provider's student services personnel will work with IEP teams to identify target behaviors and will conduct behavioral assessment as needed and with the consent of the parent/guardian, to design positive behavior support plans.

Student behavior challenges will be supported by the Service Provider staff according to the Service Provider guidelines using evidence-based behavior reduction and skill acquisition methods. When applicable, behavior issues and interventions will be specified in the Behavior Intervention Program ("BIP") or Behavior Support Plans ("BSP") for each individual student. BIP/BSPs will be developed after the Service Provider Staff have completed a functional behavior assessment. The Service Provider staff will be certified by Crisis Prevention Institute (CPI) Nonviolent Crisis Intervention or an equally suitable crisis intervention program to support students who exhibit behaviors that are a danger to themselves or others.

1.5 Evaluation. Each student's progress is monitored daily, weekly, monthly and quarterly by the teaching staff using a variety of qualitative and quantitative strategies. Instructional and behavioral interventions are adjusted as needed to ensure each student makes progress on IEP goals and demonstrates proficiency on learning standards. The District will also provide a copy of the updated IEP to the Service Provider staff at the end of each IEP meeting. The Service Provider will evaluate and report on progress toward IEP goals quarterly or upon the frequency indicated in the IEP. Communication about a student's progress will be provided to both the parent and the District for all students on a quarterly basis through progress reports, as required by each student's IEP.

Section 2. Implementation.

2.1 Program Staffing. The Service Provider will provide sufficient staff for the Program to maintain a safe and appropriate learning environment and to adhere to all applicable guidelines and mandates from the Ohio Department of Education.

The Service Provider aligns its schedule with the District's instructional day calendar that may include extended school year ("ESY"). The need for ESY will be determined by the student's IEP team; in such event, the Parties will work in good faith to agree, in a separate written agreement, upon the number of students, costs for ESY prior to the start of provision of ESY services.

2.2 Other Staffing Responsibilities. The Service Provider administrators will provide supervision and training of the Service Provider's Program and classroom staff. All personnel hired or assigned by the Service Provider shall be the Service Provider employees for all purposes and not District employees for any purpose. The Service Provider shall be solely responsible for (i) selecting and hiring its employees; (ii) paying all wages, health and retirement benefits, insurance, and all applicable employee and employer taxes; (iii) supervising, evaluating, promoting and disciplining its employees; and (iv) managing the employees' conduct, including the method by which the employees carry out their work.

If the District believes that the performance or conduct of any person employed or retained by the Service Provider to perform any services hereunder is unsatisfactory or is not in compliance with the provisions of this Agreement, the District will notify the Service Provider, identifying the conduct or performance in writing and providing all information and support necessary to substantiate and sustain any personnel action requested by the District, if any. The Service Provider will promptly address the performance or conduct of the reported person in accordance with the Service Provider's disciplinary policies.

The District acknowledges that the Service Provider employs skilled professionals and highly trained instructional aides that are an integral part of the Service Provider's operation and resources developed by the Service Provider over a number of years. Therefore, and because of the cooperative nature of the partnership, both Parties agree that they will not solicit for employment the other Parties' employees during the term of the Agreement. However, nothing in this clause will prevent either party's staff from seeking alternative employment or responding to public advertisements for positions available during or after the term of the Agreement. In such a case, the Parties agree to encourage their staff to provide adequate notice to the other Party so that a replacement may be found.

2.3 Administrative Support, Coordination and Communications. Additional support will be provided to the Program through the Service Provider's divisional offices in the areas of curriculum, instruction, assessment, human resources and recruitment, clinical and behavioral services, operations and facilities, accounting, data and reporting, information technology, and licensure/credentialing process support for teachers.

The Service Provider will provide on-going contact with the District Superintendent (or designee) and the District's Director of Special Education in order to facilitate communication regarding the delivery of instruction and implementation of this Agreement.

2.4 Related Services. The Service Provider will provide speech, counseling services, physical therapy and occupational therapy services required by each student's IEP. The Service Provider will also provide school health and nurse services.

2.5 Emergency Procedures. The Service Provider will be provided with a copy of each student's IEP and transcripts for office records upon referral or placement into the Program. Any student emergency medical information (i.e. a student with severe seizures, allergic reactions, etc.) will be copied and reviewed with the Service Provider's administrative staff. The Service Provider will be provided with emergency medical procedures for each student.

2.6 Medication. The Service Provider will arrange and schedule nurse for required medications to be administered during the school day as prescribed by the student's physician.

2.7 Program Operations. The Service Provider will be responsible for the day-to-day operation, instructional program components, staff supervision, and program direction in accordance with company philosophy, policies, procedures, annual goals, and the provisions of this Agreement.

2.8 Program Evaluation. The program's effectiveness is to be evaluated based upon criteria determined jointly by the Service Provider and the District. The Service Provider will provide a process for collecting such data. Once compiled, the Service Provider will report the results to the District at an agreed upon timeline. The Service Provider agrees that it will use and maintain such data in compliance with all applicable laws and regulations.

2.9 Professional Development and Parent Training. The Service Provider will provide on-going professional development and coaching for all Program staff. Additionally, the Service Provider will offer training for parents and families and will collaborate with those in the District to identify training topics.

2.10 Student Progress. The Service Provider agrees to provide attendance reports for all students enrolled in the Program. Communication about a student's progress will be on-going and formally given to both the parent and the District for all students on a schedule to be agreed upon between the Service Provider and the District, as required by each student's IEP. In addition, quarterly report cards, semester and year-end transcripts are provided for students progressing toward grade level promotion, certificate of completion, or a high school diploma as required by the District.

2.11 Data and Records. The Service Provider staff has a legitimate educational interest in the students enrolled in their Program. Therefore, the District may disclose necessary educational records of students enrolled in the Program without requiring parental consent. The

Service Provider agrees to maintain student records and data in compliance with all applicable laws and regulations, including all applicable state and federal privacy laws, such as the Family Educational Rights and Privacy Act (“FERPA”).

2.12 Changes to Individual Education Plans. The Service Provider reserves the option to request an IEP, behavioral modification and/or manifestation meeting whenever it is believed that the IEP requires a discussion or a change to meet the student’s needs. These changes may include, but are not limited to, changes in services, modifications, or accommodations.

Section 3. Facilities and Materials.

3.1 Transportation. The District or its authorized agent will provide transportation to and from the Program in accordance with the student’s IEP. The District reserves the option of arranging for alternate transportation when the IEP team determines that it is needed.

3.2 Program Materials and Oversight. The Service Provider will provide all core and intervention curriculum and materials needed to implement the educational programs for assigned students.

3.3 District Technology. If the District has a 1:1 device program, the Service Provider will collaborate with the District in the distribution and collection of the devices. Further, the District will then be responsible for all purchases, support, repairs, and maintenance of these devices.

3.4 Assistive/Adaptive Technology. Unless otherwise agreed to in writing, the District will be responsible for the provision of all appropriate assistive/adaptive technology, supplies and equipment for students, as specified in the student’s IEP.

Section 4. Contract Terms.

4.1 Term. The initial term of this Agreement shall be for the 2024-2025 school year. Unless the District notifies the Service Provider of non-renewal prior to March 30, 2025, this Agreement shall automatically renew for the 2025-2026 school year. The period of time during which Service Provider is providing the Program to the District under this Agreement is referred to herein as the “Term.”

4.2 Costs.

4.2.1. Billing Based on Slots Purchased. The costs to the District set forth below are predicated on full participation of the District and that of other participating districts each year. The District agrees to purchase a minimum of 1 slot each year. Should the District choose not to fully participate as contracted herein and in separate agreement(s) other participating districts, for any reason, including but not limited to a reduction in the number of seats requested, a failure to renew the Agreement(s) or a choice to terminate the Agreement(s) as provided herein, then the District agrees, at the Service Provider’s discretion: (i) the costs set forth below will be renegotiated and changed by way of amendment to this Agreement or (ii) the Agreement may be terminated.

In addition, students in the Program may be changed from time to time and more than one student may fill a slot during the course of the school year. It is in the District's interest to keep each purchased slot filled at all times as fees are based upon the number of slots purchased regardless of slot utilization.

4.2.2. 2023-2026: The District's cost will be as follows:

2024-2025 - \$89,870 for 1 slot

2025-2026 - \$93,914 for 1 slot

The District will be invoiced the above-referenced amount in four (4) equal amounts in August, October, January and March. Payment is due within thirty days from the date of the invoice. Payment to the Service Provider will be made via Automated Clearing House (ACH).

4.3 Additional Students. If additional students are referred pursuant to the Program, which shall be done only upon mutual agreement of the Parties, the additional cost will be \$10,750 per student per month or \$720 per day for partial months of entry/exit, whichever is less. Fees for additional students will be invoiced by the Service Provider on a monthly basis and payment will be due upon receipt of the invoice.

4.4 1:1 Aide. If a student requires a 1:1 aide per their IEP, the Service Provider will provide a 1:1 aide at a monthly cost of \$4,892 for the 2024-2025 school year with an annual 3% increase, regardless of actual days of student attendance or partial utilization of the 1:1 aide during the month. The Service Provider will make reasonable effort to recruit, hire and train a 1:1 aide once notified a 1:1 aide is required; provided, it being understood that addition of an aide generally requires a minimum of 45 days.

4.5 Slot Usage and Attendance. The District will be provided with data on slot utilization on a weekly and monthly basis to support the District in keeping the slots filled at all times. The District can fill a slot(s) whenever an opening(s) occurs during the academic year.

Section 5: Dispute Resolution

5.1 Good Faith Conference. The Parties agree that, in the event of a dispute, each Party will meet in person with the other Party in a good faith effort to resolve the dispute prior to mediation. The good faith conference will be held in the District and will involve individuals with authority to consider and agree on proposals to resolve the dispute, even if ultimate approval may be needed by the District. The Parties' goal is to avoid the additional conflict resolutions methods detailed below by meeting in person in advance and attempting to resolve any issues between the Parties themselves.

5.2 Mediation. If a dispute is not resolved by a good faith conference, one Party may request the other Party to participate in mediation of the dispute through a mutually agreed upon mediator. Participating in mediation in good faith is mandatory.

5.3 Continued Performance.

5.3.1 General. Each Party agrees that it will, unless otherwise directed by the other Party, continue performing its obligations under this Agreement while any dispute is being resolved; provided, that this provision will not operate or be construed as extending the term of this Agreement or prohibiting or delaying a Party's exercise of any right it may have to terminate this Agreement as expressly provided herein.

5.3.2 Non-Interruption of Service. The Parties acknowledge and agree that any interruption to the services provided under this Agreement will cause irreparable harm and would adversely impact the ability of the Parties to carry out the mission of this Agreement, in which case an adequate remedy at law would not be available. The Service Provider expressly acknowledges and agrees that, pending resolution of any dispute, it will not deny, withdraw, or restrict services under this Agreement, and the District expressly acknowledges and agrees that, pending resolution of any dispute, the District will not withhold payment due under this Agreement.

Section 6. Miscellaneous

6.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio, and time shall be considered of the essence for this Agreement.

6.2 **Non-Discrimination.** The Service Provider agrees to comply with the District's non-discrimination policies and with all applicable federal and state laws prohibiting discrimination in educational programs.

6.3 **Mandatory Reporting.** The Service Provider agrees to comply with all state and federal laws governing the mandatory reporting of child abuse.

6.4 **Entire Agreement.** This Agreement constitutes the entire understanding between the Service Provider and the District, and supersedes all other agreements, whether written or oral, with respect to the subject matter hereof.

6.5 **Separate Execution.** This Agreement may be executed in separate counterparts (including by means of computer or telephonic facsimile), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

6.6 **Inurement of Benefits/No Third Party Beneficiaries.** All covenants and agreements contained in this Agreement by or on behalf of any of the Parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties hereto whether so expressed or not. This Agreement does not create, invest, or provide, and is not intended to create, invest or provide, any rights or remedies to any non-parties to this Agreement.

6.7 **Amendment and Waiver.** The provisions of this Agreement may be amended or waived only with the prior written consent of the District and the Service Provider.

6.8 **Confidentiality.**

- 6.8.1 This Agreement applies to all Confidential Information whether disclosed prior to or after the date of this Agreement. The term “Disclosing Party” shall mean – as context requires – the Party that has provided its Confidential Information to the other Party and “Recipient” shall mean the Party that has received Confidential Information from the other Party.
- 6.8.2 For the purposes of this Agreement, the term “Confidential Information” shall mean without limitation, ideas, concepts, plans, designs, marketing techniques, sales techniques, forecasts, products, technology, methods, procedures, pricing, costs, cost reports, customer prospects, designs, computer systems, passwords, computer software, procedures, methods, formulae, financial statements, assets, liabilities, revenues, business methods, marketing information, marketing methods, acquisition plans, contract terms, contract negotiations, compensation information, structures and plans, employee responsibilities and duties, copyright, trademark and patent applications, all business and technical information, data, know-how, costs, projections, samples, revenue projections, business plans, clinical protocols, formulae or other information which are owned or are in the possession of one or more of the Parties to this Agreement, disclosed by one or more of the Parties to the other, directly or indirectly, in writing or orally. Confidential Information does not include information that: (a) is or subsequently becomes part of the public domain through no fault or action of the Recipient (defined below); (b) is received from a third party under no obligation of confidentiality to the Disclosing Party and who has a lawful right to disclose the information; (c) was known by the Recipient prior to the time of first disclosure by the Disclosing Party, as demonstrated by written documentation; or (d) is independently developed by the Recipient without the aid, application or use of the Confidential Information, as demonstrated by written documentation.
- 6.8.3 Each Party agrees not to use the Confidential Information received for any purpose other than in connection with the services provided herein. The Recipient agrees to limit disclosure of the Confidential Information to its employees, officers, directors, affiliates and consultants with a bona fide need to know, and only to the extent necessary in connection with the services. All individuals receiving access to the Confidential Information must previously have entered into a confidentiality agreement with the Recipient or otherwise be bound under terms at least as restrictive as those contained herein.
- 6.8.4 Recipient shall hold the Disclosing Party’s Confidential Information in strict confidence and agrees to take all reasonable efforts to prevent disclosure of any Confidential Information to persons outside of its own organization and/or unauthorized use for a period of five (5) years or, in the event that the Confidential Information also constitutes a trade secret, then as long as it remains a trade secret under applicable law.
- 6.8.5 Any materials or documents of one Party that are furnished to the other Party will be promptly returned to the Disclosing Party, accompanied by all copies of the documentation made by the Recipient, at the Disclosing Party’s request, except

that one copy of any written information may be retained by the Receiving Party in legal archives.

- 6.8.6 This Agreement is binding upon and for the benefit of the Parties, and any right to use, view or hold the Confidential Information granted to the Recipient may not be assigned. This Agreement shall not be construed to grant any license or other rights except as specified herein. Each Disclosing Party warrants that it believes that (a) it is the owner or licensee of its Confidential Information or otherwise has the right to disclose the Confidential Information in its possession and (b) it has the right to enter into the Agreement without any breach of its obligations to others. Each Disclosing Party makes no other warranty relating to the Confidential Information and the use to be made thereof by the Recipient and disclaims all implied warranties.
- 6.8.7 The Parties agree that the disclosure of Confidential Information by Recipient without the Disclosing Party's written permission may cause the Disclosing Party irreparable harm and that any breach of this Agreement may entitle a Party to injunctive relief, in addition to any other legal remedies available to it, in any court of competent jurisdiction.
- 6.8.8 In the event that any Confidential Information is requested from a Recipient by legal process, such as a subpoena or a request for production, is required to be disclosed by law, or pursuant to the direction of a court or government agency ("Request"), the Recipient must provide the Disclosing Party with prior written notice of the Request within two (2) business days and shall not disclose the Confidential Information absent consent of the Disclosing Party unless required by law. The Recipient and the Disclosing Party agree to take all reasonable efforts, collectively and independently, to limit disclosure of the Confidential Information in accordance with the law.

6.9 Termination as a Remedy. If either Party is in breach of its obligations under this Agreement, including non-payment, the non-breaching Party may terminate this Agreement if the alleged breach is not cured within 60 days after the non-breaching Party provides written notice to the breaching Party.

6.10 Severability. In case any provision of the Agreement is adjudged invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the Parties, and if modification is not possible, the provision shall be severed from this Agreement, and in either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

6.11 No Agency, Authority or Supervision. Nothing in the Agreement shall be construed to provide any Party agency, authority or supervision over the administration and/or operation of another Party, other than to the express extent provided in this Agreement.

6.12 Construction. Ambiguities or uncertainties in the wording of this Agreement will not be construed for or against any Party.

6.13 Indemnification. To the fullest extent permitted by law, at all times, the Parties shall hold each other and their respective agents, servants, officers, directors, administrators and employees, harmless from and against any and all loss, damage, injury, cost or expense, and from and against any claim, demand, liability, lawsuit, judgment, action or other proceeding arising, to arise from, or in connection with, the acts, failure to act, or willful misconduct of their respective agents, servants, officers, directors, administrators and employees in carrying out the assigned duties under this Agreement. The hold harmless protections will not apply where the damages and/or injuries result from documented instances of gross negligence of the Party under whose direction the assigned duties were performed.

6.14 Collaboration/Cooperation in Legal or Other Actions. The Parties agree that they shall collaborate and cooperate with each other in any legal action or proceeding that is related to, arises out of, or is in connection with this Agreement, and in which action or proceeding the Parties are not named as adverse parties.

6.15 Necessary Acts. The Parties agree to perform any further acts to execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

6.16 Notices. All notices, consents and other communications under this Agreement shall be given in writing and will be deemed to have been sufficiently given or served for all purposes as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the Parties at the following addresses (or to another address as hereafter may be designated in writing by one Party to the other Party):

If to the District: Clearview Local Schools
Dr. Jerome M. Davis, Superintendent
4700 Broadway Avenue
Lorain, OH 44052

If to the Service Provider: Ombudsman Educational Services, Ltd.
28100 Ashley Circle, Suite 102
Libertyville, IL 60048
Attn: Raj Kaushal, Chief Operating Officer

IN WITNESS WHEREOF, this Agreement sets forth the business relationship between the Service Provider and the District and is properly executed where indicated below by a representative with authority to bind each Party.

Clearview Local Schools

Ombudsman Educational Services, Ltd.

Authorization: _____

Authorization: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____