

**PRESCHOOL AGREEMENT
BETWEEN
LORAIN COUNTY BOARD OF DD
AND
CLEARVIEW LOCAL
SCHOOL DISTRICT**

2024-2025 Academic School Year

Article 1: PRELIMINARY MATTERS

- The Board of Education of the Clearview Local School District (School District) hereby enters into a contract for admission of preschool-aged students with disabilities to the Lorain County Board of Developmental Disabilities (County Board) operated preschool program for educational purposes for the 2024-2025 school year (as defined by the County Board approved preschool calendar for 2024-2025).
- Parties: This Contract is entered into on this date _____, by the County Board and the Clearview Local School District.
- 1.3 Conditions Precedent: This Contract shall not be in effect, and no party shall be required to meet any of the requirements of this Contract, until all of the following have occurred:
 - 1.3.1 This Contract has been executed by all parties.
 - 1.3.2 The Contract has been signed by the School District Treasurer and Superintendent.

Article 2: DEFINITIONS

- 2.1 IEP refers to the Individual Education Program developed in accordance with applicable law which lists the necessary educational services and supports that a student shall require during a school year.
- 2.2 ORC refers to the Ohio Revised Code and any amendment made effective during the term of this Contract.
- 2.3 Contract means this Contract and any and all attachments hereto which are incorporated herein as if fully rewritten.

Article 3: GENERAL REQUIREMENTS

- 3.1 Eligibility for Services: A student is eligible for services under this contract only if the IEP requires that the student receive services provided in the preschool program operated by the County Board.
- 3.2 Independent Contractors: The School District shall have exclusive supervision

and control of the supervision and implementation of all programs and services which have been designated herein as the responsibility of the School District. The County Board shall have exclusive supervision and control of the supervision and implementation of all programs and services which have been designated herein as the responsibility of the County Board. The parties agree, notwithstanding the foregoing division of responsibility, that they will work cooperatively to carry out their individual and joint duties under the Contract. At all times during the duration of this Contract, the County Board and the School District shall act as independent contractors in connection with the performance of their respective obligations under this Contract.

Article 4: DUTIES OF THE COUNTY BOARD

- 4.1 Services: The County Board shall provide educational services to eligible students in accordance with the Operating Standards for Ohio's Schools Serving Children with Disabilities and shall follow the Ohio Dept. of Education's Policies and Procedures for the Education of Children with Disabilities. The County Board shall ensure that staff has such certificates, licenses, and/or other credentials as may be required by applicable requirements.
- 4.1.1 Teacher: The County Board shall employ a Teacher.
- 4.1.2 Classroom Aide: The County Board shall employ a classroom aide.
- 4.2 Classroom and Supplies: The County Board shall provide a classroom with sufficient space and general educational supplies to meet applicable requirements in students' IEPs.
- 4.3 Transportation: The County Board shall provide adequate student transportation on a daily basis in accordance with the County Board approved preschool calendar as authorized by the County Board.
- 4.4 Nursing Services: The County Board shall provide necessary Nursing/Delegated Nursing Services if specified in the IEP.
- 4.5 Related Services: The County Board shall make available the following services and/or related consultations: Physical Therapy (PT), Occupational Therapy (OT), Speech and Language Pathology (SLP), and behavior supports. The County Board shall provide physical education adapted to the student's individual needs for eligible students as determined in the IEP.

4.6 IEP: The County Board shall cooperate with each student's school district of residence in the development of an Individual Education Program (IEP) for each student. Delivery of services shall be based upon the IEP and shall be designed to meet the unique needs of the child/student. The IEP shall be developed in a team planning conference and revised as often as necessary, but at least annually.

4.6.1 For annual IEP review and regularly scheduled behavior review meetings, the County Board shall:

- a. Notify parent(s)/guardian(s) of meeting, purpose of meeting, participants of meeting, and the time/place of the meeting.
- b. Notify participants of meeting.
- c. Maintain documentation of contact and attempts to contact parent(s)/guardian(s) about meeting.
- d. Arrange for rescheduling of meetings, if necessary.
- e. Maintain records of appropriate documents.
- f. Provide necessary documents to District and parent(s)/guardian(s).
- g. Provide an authorized designee to attend meetings to serve as the County Board representative.
- h. Ensure the signature of an authorized representative on the IEP document.

Article 5: DUTIES OF THE SCHOOL DISTRICT

5.1 Payment: For each of the 140 scheduled school days of the County Board's 2024/2025 preschool year, the School District shall pay the County Board the rate of \$57.14 for one student enrolled in the County Board preschool program, and \$18.57 for each additional student enrolled in the County Board preschool program. There will be no reduction in fees for student absences. The anticipated amount due from the School District for the 2024/2025 preschool year shall be billed and payable in two installments. Each installment payment shall be due to the County Board on or before 08/26/2024 and 01/21/2025, respectively. Pro-rated adjustments to the amount due for services rendered pursuant to this Contract will be made in the case that any student(s) enroll(s) in the County Board's preschool program after the start of the County Board's preschool year, or disenroll(s) before the end of the County Board's preschool year; reimbursement and/or additional payment will be made accordingly.

5.2 Scope: This agreement covers the following students:

The terms of the agreement will also be applicable to any additional students who are placed in the 2024-2025 County Board Preschool Program, as evidenced by provision to the County Board of an approved IEP requiring that the student receive services provided in the preschool program operated by the County Board.

- 5.3 Information: For each child referred to the County Board, the District shall provide to the County Board the following information: Current IEP, Multi-factored Evaluation, Birth Verification, Current Medical/Immunization Record, and Social Security Information.
- 5.4 Specialized Individual Personnel/Equipment: The School District shall provide any additional supports and/or services as necessary for the student to participate in a separate facility placement and access the curriculum including, but not limited to, student-specific adaptive equipment and 1:1 personal attendants as prescribed by the IEP.

The School District shall ensure that each personal attendant assigned to Murray Ridge School, prior to working at Murray Ridge School as a personal attendant, has participated in a County Board-provided training which, at a minimum, includes modules from the County Board's Orientation Program, and in-classroom shadowing. In addition, the School District shall ensure that each personal attendant assigned to Murray Ridge School has, no later than 90 days after first working as a personal attendant at Murray Ridge School, successfully completed standardized training in Crisis Prevention Intervention (CPI), and that documentation of the CPI training has been provided to the County Board. This requirement may be waived in individual cases at the sole discretion of the County Board Superintendent, or designee.

- 5.5 IEP Meetings: The County Board shall jointly schedule with the School District the date and time of IEP meetings, and provide reasonable notice prior to the date of such meetings. The School District shall be responsible for sending an authorized representative to the meeting and for compliance with other requirements related to IEP conferences and to the content of IEPs as set forth in applicable law.

Article 6: TERMINATION, MODIFICATION AND AMENDMENT

- 6.1 Termination Prior to Expiration of the Term: This Contract may be terminated prior to the expiration of the term hereof as follows:
- 6.1.1 Termination by agreement: In the event the County Board and the School District shall in writing mutually agree to terminate this Contract, this

Contract shall be terminated on the terms and on the date stipulated therein and in compliance with any applicable requirements.

- 6.2 Modification and Amendment: This Contract may be amended or modified by agreement of the parties in writing, and the amendment shall be attached hereto.

Article 7: MISCELLANEOUS

- 7.1 Entire Agreement: It is acknowledged by the parties that this Contract supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this Contract.
- 7.2 Severability: Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this contract shall remain in full force and effect unless revised or terminated pursuant to Article 6 of this Contract.
- 7.3 Notices: All notices, requests, and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered, or sent, postage prepaid, by between:

**LORAIN COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES
1091 Infirmary Road
Elyria, OH 44035
Amber L. Fisher, Dr. P.H.
Superintendent**

and

**CLEARVIEW LOCAL SCHOOL DISTRICT
4700 Broadway Ave
Lorain, Ohio 44052
Jerome Davis
Superintendent**

- 7.4 Governing: This Contract shall be governed by and interpreted in accordance with the laws of Ohio.
- 7.5 Captions: The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract.
- 7.6 Waiver: The waiver or breach of any term of this Contract shall not be interpreted

as waiver of any other term of this Contract.

Article 8: SIGNATURES

Lorain County Board of Developmental Disabilities

By: _____

Date: _____

Name: Amber L. Fisher, Dr. P.H.
Title: Superintendent

Clearview Local School District

By: _____

Date:

Name: _____
Title: Superintendent

Name: _____
Title: School District Treasurer