

Service Agreement

Bucyrus City Public School District

and

Specialized Education of Ohio, Inc.

This Agreement is entered into by and between **Bucyrus City School District** ("BCSD"), public school district and political subdivision of the State of Ohio, and Specialized Education Services, Inc. ("SESI"), through its subsidiary **Specialized Education of Ohio, Inc.**, ("SEOH") doing business as **The Center of Autism and Dyslexia**, referred to herein collectively with BCSD as the "Parties", on the 8th Day of September 2017, in order for SEOH to provide special education services to BCSD students under a public/private partnership.

NOW, THEREFORE, pursuant to and in consideration of the mutual promises set forth below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. BCSD agrees to provide reimbursement for special education services provided by SEOH.
2. SEOH agrees to provide special education services to students placed by BCSD in SEOH's Private Day Non-Public School program described below.

3. Purpose

During the one-year term of this agreement, SEOH will provide special education services to selected BCSD' Students in classrooms located at a SEOH facility. Such special education services shall feature intensive individualized academic instruction and a unique behavior management system for students with autism, emotional disabilities and/or other disabilities. The selected SEOH facility will be equipped to serve at least twenty- six (26) students, with the capacity to serve up to thirty-six (36) students.

4. Duties for SEOH

SEOH agrees to perform all of its obligations under the terms and conditions of this Agreement.

SEOH will be responsible for providing the special education services described above and in each enrolled student's IEP. Related services will be provided by BCSD's related service providers. Thus, to the extent that the students placed in the SEOH program need speech language services, physical therapy, or occupational therapy, the parties agree that BCSD will provide the services. BCSD shall provide a school psychologist to participate in assessments and meetings if

required, but SEOH will be responsible for providing a school psychologist to provide any other service that would require such under this Agreement.

SEOH represents that SEOH has the qualifications and ability to provide special education services in a professional manner, without the control or supervision of BCSD. In the event that SEOH believes that a change in educational programming or placement is appropriate for any student placed by BCSD in one of the SEOH classrooms, SEOH will notify the BCSD Special Education Director.

SEOH agrees that all student and BCSD lists, e-mail addresses used by BCSD employees or students, services, products, student records, plans, reports, technology, and processes of BCSD are valuable, special, and unique assets of BCSD, and can be considered confidential education records under the Family Educational Rights and Privacy Act (collectively "Confidential Information"). SEOH acknowledges it will have access to, and knowledge of, said Confidential Information, and that access to, and knowledge of, Confidential Information is essential to the performance of its duties under this Agreement. In consideration of SEOH's access to this Confidential Information, SEOH agrees that, except as specifically authorized in writing by BCSD, SEOH shall not, directly or indirectly, (i) disclose any Confidential Information to any person or entity, or (ii) make use of any Confidential Information for its own purposes or for the benefit of any other person or entity, other than BCSD. To the extent that any Confidential Information accessed by or provided to SEOH is considered an "education record" under the Family Educational Rights and Privacy Act, SEOH agrees that: (1) it is performing an institutional service or function for which BCSD would otherwise use its own employees; (2) SEOH is under the direct control of BCSD with respect to the use and maintenance of education records; and (3) SEOH is subject to and will adhere to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

SEOH shall comply with all federal, state, and local, laws, rules, and regulations in relation to the provision of special education services for students participating in the SEOH program, as well as all Policies and Procedures of BCSD's Board of Education. SEOH will ensure that the educational services provided meet the requirements of all applicable federal and state statutes and regulations, including, but not limited to the Individuals with Disabilities Education Act ("IDEA"), the Family Educational Rights and Privacy Act ("FERPA"), and Section 504 of the Rehabilitation Act ("Section 504"), and that it has policies and procedures in place related to the procedural safeguards, confidentiality, and non-discrimination requirements of these laws.

At BCSD's request, SEOH will ensure that the SEOH classroom teacher and/or other appropriate representatives from SEOH participate in evaluations and IEP meetings for students participating in the SEOH program.

At BCSD's request, SEOH will provide BCSD with copies of grade reports, scholastic records to aid in transcript writing, progress reports, and any other educational records or other documents

necessary to evaluate, develop IEPs, conduct progress monitoring, provide educational services, or meet state and federal reporting requirements for students participating in the SEOH program.

SEOH agrees that, for purposes of the provision of services under this Agreement, its sole representatives shall be SEOH's Chief Executive Officer, Chief Financial Officer, and Chief School Director ("CSD") or their designees.

5. Duties for BCSD

BCSD will be responsible for transportation for students to/from the SEOH program. Transportation will be arranged and provided by BCSD to the extent required by Ohio law or the student's IEPs.

Students in the SEOH classrooms will participate in as many BCSD school functions and non-academic events as possible based on the recommendations of the BCSD Staff in coordination with the SEOH Staff. These recommendations will be based on each student's academic and behavioral progress, primarily based on the SEOH Level System. SEOH staff support at these non-academic events will be determined by each student's individualized education program ("IEP").

BCSD further agrees to allow SEOH access to relevant records, files, or personnel deemed by SEOH and BCSD to be necessary for SEOH to perform its duties under this Agreement.

6. Placement of Students at Provider

If a student has been accepted by SEOH, such student must be placed through the student's IEP from BCSD to SEOH before BCSD will be required to provide SEOH with reimbursement pursuant to this Agreement. BCSD will be responsible for reimbursement to SEOH beginning with the first date the student attends SEOH after the student is placed at SEOH by the student's IEP team. BCSD shall not be responsible for reimbursement to SEOH for any portion of the school year prior to the student's placement at SEOH by the student's IEP team. Notwithstanding the foregoing, the parties may agree to permit a student to begin attending SEOH before the IEP team has placed the student at SEOH. BCSD will reimburse SEOH for services provided to a student who attended SEOH prior to placement by the student's IEP team if the student's attendance at SEOH was pursuant to an agreement between BCSD and SEOH. BCSD and SEOH will agree on a commencement date for such placement. BCSD will not be responsible for reimbursement to SEOH for any student attending SEOH who was not formally placed at SEOH by the student's IEP team. Prior to a student's attendance at SEOH, an IEP meeting will be held to discuss the student's immediate, interim, or diagnostic placement at SEOH. Subsequent IEP meetings may be held to revise a student's IEP as determined by BCSD. All services contemplated by this Agreement will be provided at SEOH's facilities. The parties understand and agree that BCSD retains responsibility to provide a free, appropriate public education for its students and actions taken in its discretion to perform that responsibility will not be deemed breaches of this Agreement.

7. Services

A. Staffing

Each of the SEOH classrooms will be staffed based on the parameters set forth in paragraph 7. All

teachers and paraprofessionals will be hired by and be employees of SEOH.

SEOH will provide verbal de-escalation and student restraint and seclusion training to all SEOH staff in accordance with Ohio law. All SEOH staff will be trained in all BCSD Policies and Procedures, as well as all SEOH Policies and Procedures, instructional practices, behavior management practices, reporting procedures, and safety/security protocols, all of which will be based upon the proprietary methodologies developed by SESI (the "Model") and refined for the specific needs of BCSD. All SEOH classroom

staff will be interviewed, hired, and trained by SEOH Management. As well, all SEOH staff will be employees of SEOH and not BCSD, and all paychecks, benefits, workers' compensation, and other insurance and employment matters will be the responsibility of SEOH and handled through the SEOH corporate office. The SEOH Program Director will supervise all SEOH staff.

All SEOH staff providing services to BCSD under this agreement shall adhere to and follow all of BCSD' Board of Education Policies and any related Procedures or Regulations.

In the event that BCSD desires that any employee of SEOH not provide services to BCSD under this Agreement, BCSD shall notify SEOH in writing and request that the employee be removed from providing services to BCSD. Such written request shall include the reasons for BCSD' request. Upon receipt of BCSD's request, SEOH shall have the employee immediately cease providing services to BCSD and shall arrange for a suitable replacement regardless of any dispute about the reasons for BCSD's request.

BCSD' Special Education Director will be the main point of contact for SEOH with respect the program proposed in this Agreement.

The SEOH Program Director will be the main point of contact for BCSD with respect to the program described in this Agreement.

SEOH will ensure that the teachers and teaching assistants that it hires to work in the SEOH program meet all applicable Ohio Department of Elementary and Secondary Education credential and licensure requirements, as well as those of BCSD. The teacher of record for any BCSD student shall be certified as a Highly-Qualified Teacher (HQT) in accordance with Ohio law.

Executive supervision of the SEOH program will be provided by SEOH's Chief School Director or designee.

B. Classroom Initiatives

SEOH Staff will deliver the following services in the SEOH classrooms:

- Implementation of each student's IEP;
- Timely notify BCSD if SEOH determines that it cannot implement a student's IEP.
- Respond to requests for information and records from BCSD in a prompt and reasonable manner;
- Communicate any concerns about student's education to BCSD;
- Respond to parent requests for information in a prompt and reasonable manner;
- Allow reasonable access to SEOH facilities to BCSD to evaluate the program, observing a placed student, and providing parent tours; such access shall be permitted at a mutually agreed date and time;
- Voluntarily appear at due process hearings and otherwise cooperate with BCSD for any due process hearing or other investigation;
- Immediately notify BCSD of any complaints or incidents that may cause a due process hearing or other legal action;

- Immediately notify BCSD of any disciplinary issues or incidents involving student and complete any reports required by Ohio law, including but not limited to reports regarding incidents of restraint or seclusion;
- Provide Physical Education or Adapted Physical Education for all students;
- Personalized, tutorial-based, interactive instruction consistent with each student's IEP;
- Classroom utilization of high-end, award-winning technology to supplement teacher-guided instruction;
- An intensive behavior modification system designed to minimize classroom disruptions and maximize learning; and
- Flexible curriculum customized for each student according to his/her IEP and any applicable academic content standards.
- End-of-year outcome measures relating to pre- and post-test academic progress, attendance, behavioral level summary, incidents, etc.
- SEOH shall be responsible for all progress reports as required by student's IEP
- SEOH will provide input as requested and/or required by BCSD and/or the student's district of residence for student evaluations, IEP development, and/or other educational purposes.
- SEOH shall be responsible for development and review of participating student's IEPs, for convening annual and other IEP meetings and for all notices of communication related to IEP and ETR meetings. SEOH shall invite representatives from BCSD to participate in evaluations and attend all annual IEP meetings concerning students participating in the SEOH program. BCSD shall be responsible for conducting evaluations. SEOH shall complete any forms or reports for such evaluations and shall provide BCSD access to the student. BCSD to participate in evaluations and attend any and all IEP meetings concerning students participating in the SEOH program.

C. Supplies

SEOH will provide all necessary academic and behavioral supplies for all SEOH classrooms, including, but not limited to, computers, student cubicles, tables, chairs, and filing cabinets. SEOH also will provide the curriculum and instructional materials necessary to implement the program Model and meet any applicable academic content standards. BCSD will provide SEOH staff with the applicable academic content standards and, if necessary, the applicable curriculum, for each student served through the SEOH program. SEOH Staff will supplement the curriculum with print materials, manipulatives, and computer software, as appropriate, to meet the individual needs of the students served.

D. School Day/Year

The school day and year will meet the daily and annual requirements under Ohio law with regard to public schools. SEOH will provide a full regular school day program that will match the number of hours provided by BCSD (not to exceed a full 180-day regular school year program) as well as a 27-day extended day school year (ESY) program. BCSD may request that the number of ESY service days

be altered to meet the individual needs of BCSD students. In such an event, the parties shall mutually agree upon the increase and the compensation rates for the altered ESY program

E. Teacher Training

SEOH will offer to conduct a one-day professional training session for BCSD special education teachers and staff. Such training shall be at no additional cost to BCSD. All BCSD teachers/staff selected for participation in the training sessions will receive instruction in SEOH's special education program and instructional model, with specific focus on review and implementation of the following:

- SEOH classroom management and individualized instructional model;
- Behavioral and academic interventions, designed to "build competence and confidence" in special needs students;
- Rotational system of intensive academic instruction and classroom management;
- Classroom design – maximizing on-task behavior and minimizing distractions and disruptions; and
- Child management values, philosophy and practices.

8. Payment for Services

Fees for services rendered, and what shall be provided by SEOH in exchange for such fees, shall be as follows:

Fees for SEOH and SESI for Special Education Programming for the Bucyrus City Public School District 2017–2018		
	Students with Eligibility of Autism and/or ID [Severely Low-Cognition] (8 Students per Classroom)	Students with Eligibility of Emotional/Behavioral Disabilities, OHI, SLD (10 Students per Classroom)
Staffing:		
School-Wide	<ul style="list-style-type: none"> ▪ 1 Regional Director ▪ 1 Program Director ▪ 1 Academic, Curriculum, and Instruction Regional Facilitator ▪ 1 Administrative Assistant ▪ 1 Social Worker ▪ 1 BCBA ▪ 1 Speech/Language Pathologist ▪ 1 Occupational Therapist ▪ 1 Additional TA for every four classrooms 	<ul style="list-style-type: none"> ▪ 1 Regional Director ▪ 1 Program Director ▪ 1 Academic, Curriculum, and Instruction Regional Facilitator ▪ 1 Administrative Assistant ▪ 1 Social Worker ▪ 1 BCBA ▪ 1 Speech/Language Pathologist ▪ 1 Occupational Therapist ▪ 1 Additional TA for every four classrooms

Staffing: Per Classroom	<ul style="list-style-type: none"> ▪ 1 Certified Special Education Instructor ▪ 2 Instructional Assistants 	<ul style="list-style-type: none"> ▪ 1 Certified Special Education Instructor ▪ 1 Instructional Assistant
<p>*NOTE:</p> <ul style="list-style-type: none"> ○ If an IEP requires a 1:1 assistant, BCSD may provide the 1:1 assistant. If BCSD chooses not to provide the 1:1 assistant, then the IEP mandated 1:1 assistant will be provided by SEOH and billed to BCSD separately as part of that individual student's tuition at a rate agreed upon by the parties at a later date. 		
Tuition – RSY (176 days)	<p>Students with Eligibility of Autism and/or ID [Severely Low-Cognition], OHI: Annual Amount is \$38,300.00 per student</p> <p>Student with Eligibility of Emotions/Behavioral Disabilities SLD Annual Amount is \$34,300.00 per student</p>	
Tuition – ESY (27 days)	<p>Students with Eligibility of Autism and/or ID [Severely Low-Cognition], OHI: Amount is \$4,028.00 per student</p> <p>Student with Eligibility of Emotions/Behavioral Disabilities SLD Amount is \$3,132.00 per student</p>	

SEOH will invoice BCSD on a monthly basis (for services rendered) within ten-days of each fiscal month-end. Payment must be remitted to SEOH by the BCSD within 30 days of receipt of the invoice or within 10-14 business days after the next regularly scheduled meeting of BCSD's Board of Education, whichever is first

- Students with Eligibility of Autism and/or ID [Severely Low-Cognition], OHI will be invoiced in ten (10) equal and consecutive monthly installments of Three Thousand Eight Hundred Thirty and 00/100 (\$3,830.00) dollars per student enrollment
- Students with Eligibility of Emotions/Behavioral Disabilities SLD will be invoiced in ten (10) equal and consecutive monthly installments of Three Thousand Four Hundred Thirty and 00/100 (\$3,430.00) dollars per student enrollment

If a student's IEP team places a student at SEOH for less than the full school year, SEOH shall charge BCSD the per diem rate for the period of time the student was placed at SEOH and shall not charge BCSD for any period of time when the student was not placed at SEOH.

SEOH will invoice BCSD (for services rendered during the extended school year) per student enrollment within ten-days of each fiscal month-end per below. Payment must be remitted to

SEOH by the BCSD within 30 days of receipt of the invoice or within 10-14 business days after the next regularly scheduled meeting of BCSD's Board of Education, whichever is later.

- Students with Eligibility of Autism and/or ID [Severely Low-Cognition], OHI will be invoiced in the amount of Four Thousand Twenty-Eight and 00/100 (\$4,028.00) dollars per student enrollment
 - Students with Eligibility of Emotions/Behavioral Disabilities SLD will be invoiced in the amount of Three Thousand One Hundred Thirty-Two and 00/100 (\$3,132.00) dollars per student enrollment
 - If SEOH removes a student from an ESY program, SEOH shall not charge BCSD for that student's ESY for the length of the removal. Additionally, if a student is absent for 10 school days or more during the ESY program, the parties will negotiate a reduced ESY rate or other compensation, such as additional services, to BCSD.
9. SEOH may represent, perform services for, or be employed by any additional persons, or companies as it sees fit so long as obligations do not result in a conflict of interest pursuant to paragraph 13 below. SEOH may use its employees to perform the services under this Agreement.
10. In providing special education services pursuant to this agreement, SEOH shall at all times operate as an independent entity and shall have no authority to make any agreements or incur any liabilities on behalf of BCSD. This Agreement is not transferable, and the responsibilities of SEOH may not be reassigned without the prior written consent of BCSD.
11. This Agreement is for a one (1) year period beginning September 20, 2017, and ending on July 31, 2018. This agreement will automatically renew at the end of each contract period unless written notice of intent to terminate the agreement is provided by one party to the other at least ninety (90) days prior to the expiration of the contract term. No cause or reason need be stated in this notice supporting the decision to terminate the contract. Upon termination, no further performance, including payment pursuant to Paragraph 7 herein, will be required of either party, except that BCSD must pay any fees due for authorized services rendered and for authorized expenses, and SEOH must follow BCSD's directions with regard to the return or destruction of any Confidential Information.
12. BCSD shall have the responsibility of ensuring that each BCSD student receives transportation services to and from the SEOH program to the extent required by Ohio law and their IEPs.
13. During the entirety of this Agreement, SEOH shall not accept work, enter into a contract or agreement, or accept an obligation that is inconsistent or incompatible with SEOH's obligations to BCSD under this Agreement. SEOH warrants and represents that, to the best of SEOH's knowledge, there is no other contract or duty on SEOH's part that conflicts with or is inconsistent with this Agreement.

14. SEOH employees and agents are not employees of BCSD, and therefore are not entitled to any of the benefits that BCSD provides its employees, including, but not limited to, workers' compensation, disability insurance, vacation, or sick pay. SEOH shall be responsible for providing, at SEOH's expense, and in SEOH's name, disability, workers' compensation, and/or other insurance as well as licenses, credentials, and permits usual or necessary for performing the services required under this Agreement.
15. SEOH employees providing services pursuant to this agreement shall have passed all criminal background checks required by BCSD pursuant to its Board of Education Policies and Procedures. SEOH shall bear all costs associated with these criminal background checks and shall provide documentation to BCSD the results of each employees' criminal background check prior to that employee providing services to BCSD under this Agreement. BCSD shall have the sole discretion to determine whether the results of any employee's criminal background check are satisfactory.
16. This Agreement shall be performed and construed under the laws of the State of Ohio without regard to its conflict of law provisions. The parties agree that, in the event any lawsuit arises based on this Agreement, that venue for the same shall be in the Court of Common Pleas Crawford County, Ohio.
17. The undersigned parties jointly and severally agree to execute the terms and conditions of this Agreement in good faith and to the best of their ability. The parties agree that no assent or waiver, express or implied, to any breach of any one or more of the covenants of this Agreement shall be construed as or deemed to be an assent to or a waiver of any subsequent breach.
18. Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the parties that any person receiving services or benefits pursuant to this Agreement shall be deemed an incidental beneficiary only.
19. E-Verify. Prior to commencement of the Agreement, SEOH shall provide to BCSD a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program regarding the employees working with this Agreement. SEOH shall also provide BCSD a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien with services provided under this Agreement.
20. This Agreement constitutes the entire Agreement of the parties regarding the subject matter addressed herein and supersedes all prior agreements, whether oral or written, pertaining to said subject matter. No amendment or modification of this Agreement shall be valid unless set forth in writing and executed by SEOH and BCSD in the same manner and with the same formality as was done for this Agreement.

21. Nothing in this Agreement shall constitute a waiver of Sovereign Immunity or Governmental Immunity as set forth in Ohio Rev. Stat. §§ 2743.01 - .03 (1985). Any insurance purchased by SEOH or BCSD involving performance of this agreement is not intended to act as a waiver, nor is it a waiver of any defense available to BCSD by statute or common law

22. Notices shall be deemed effective when delivered by certified mail to the following:

Kevin Kimmel
Bucyrus City Public School District
900 W. Perry St
Bucyrus, OH 44820
419-562-7721

Andrea Vargas, CPA
President – Schools Group
Specialized Education of Ohio, Inc.
C/O Specialized Education Services, Inc.
2 Aquarium Drive
Suite 100
Camden, NJ 08103

23. Insurance and indemnification

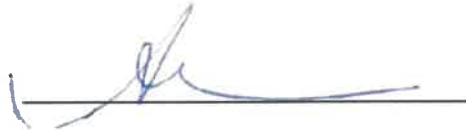
- A. SEOH shall obtain, pay for, and maintain throughout the term of the Agreement a policy of comprehensive liability insurance naming SEOH and BCSD as the insured parties, in a reasonable company and in a form satisfactory to BCSD, with coverage of not less than One Million Dollars (\$1,000,000.00). SEOH shall provide BCSD a Certificate of Insurance evidencing such policy prior to beginning any services called for under this Agreement.
- B. SEOH agrees to indemnify BCSD for all expenses and attorney's fees arising from claims of a failure to implement or otherwise perform the duties required by a placed student's IEP or a failure to perform any other duty required by this Agreement, including expenses and attorney's fees incurred to defend due process hearings, litigation, and other proceedings related to any failure of SEOH to perform its duties under this agreement. Each party shall be responsible for all injury and damages resulting from the willful misconduct or negligent acts of such party or its employees and agents involving any performance of this Agreement. SEOH agrees to indemnify and hold harmless BCSD and its governing board, agents, employees, servants and successors, for and from all claims, losses, injuries, or damages, including reasonable costs and attorney's fees, to the extent caused by SEOH or the willful misconduct or negligent acts or omissions of SEOH's employees or agents related to the performance of any duties or obligations under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be accepted by their authorized representatives.

Specialized Education of Ohio, Inc.



Witness



Andrea Vargas

President and Chief Executive Officer

Bucyrus City School District

Witness

Superintendent

Witness

Board President

Witness

Board President