

**INTERDISTRICT SERVICE AREA AGREEMENT  
2024 - 2025 School Year**

For the Administration of Educational Services Provided by  
the Educational Service Center of Northeast Ohio  
on behalf of the East Cleveland City School District at Carrington Youth Academy

This Agreement is effective beginning the 8th day of November, 2021, by and between the Educational Service Center of Northeast Ohio ("ESCNEO"), 6393 Oak Tree Blvd, Independence, Ohio 44131, the East Cleveland City School District ("East Cleveland"), 1843 Stanwood Road, East Cleveland, OH 44112, and Carrington Youth Academy LLC ("Carrington"), 2114 Noble Rd, Cleveland, Ohio 44112.

WHEREAS, Carrington is a juvenile facility as defined in R.C. 3317.30 located in the East Cleveland City School District; and

WHEREAS, East Cleveland is responsible for providing education to certain students placed at Carrington; and

WHEREAS, the ESCNEO employs teachers, aides, and other licensed staff qualified to provide education and related services; and

WHEREAS, East Cleveland wishes to engage the ESCNEO to be the service provider on East Cleveland's behalf to provide the educational and related services to students placed at Carrington.

NOW, THEREFORE, in consideration of the promises and terms contained herein and pursuant to the provisions of O.R.C. 3313.17, 3313.841, 3313.842, 3313.845, 3313.91, 3317.30, and 3323.08, the parties agree as follows:

1. The ESCNEO, on behalf of East Cleveland, agrees to provide the educational services set forth herein. The ESCNEO agrees to provide staffing necessary to provide general and special education programs to the school age students placed at Carrington. The coursework provided by the ESCNEO shall be through electronic technology utilizing the Ohio Virtual Learning platform, or such other electronic educational delivery program selected by the ESCNEO. The ESCNEO will employ a principal (200 days) and three (3) general education teacher (187 days) one Intervention Specialist (30 hour per week/187 days) and one as need School Psychologist to provide education and services in-person/remote at Carrington. As determined by the ESCNEO, the ESCNEO staff also may provide education to the students virtually through the electronic technology. The ESCNEO shall provide electronic technology, equipment, and set up thereof (such as Chromebooks) for use by students at Carrington facilities. Such coursework shall adhere to the educational standards adopted by the State Board of Education in Ohio and East Cleveland. All program components, processes, and procedures shall adhere to the provisions of Federal and State Laws for Special Education, as applicable or necessary for a student. The

Superintendent of the ESCNEO, or designee, has the right to select and assign personnel to perform the contracted services.

- a. The ESCNEO will ensure that all individuals assigned to provide the services at Carrington hold the appropriate licensure and/or certification from the Ohio Department of Education. A copy of all such credentials/licenses shall be maintained by the ESCNEO and, upon request, may be provided to East Cleveland.
  - b. The ESCNEO shall obtain a criminal records/background check for all individuals the ESCNEO assigns to provide services at Carrington and ensure that all such individuals shall not be ineligible for employment under Ohio law as set forth in R.C. 3319.31, 3319.39, and 3319.393, and, as applicable, O.A.C. §3301-20-01 or O.A.C. §3301-20-03.
  - c. The ESCNEO shall be responsible for the evaluation of all general education and special education personnel it assigns. Carrington shall be responsible for the daily supervision of the assigned ESCNEO personnel.
  - d. The ESCNEO and Carrington shall be jointly responsible for securing substitute teaching staff as needed to provide the educational services.
2. The program shall be located in Carrington's facilities. The facilities and classroom space provided by Carrington shall be at least equal to those generally provided for general and/or special education programs as necessary for the applicable students. Carrington shall be responsible for providing sufficient internet access for use of the equipment and technology by the students.
- a. The State of Ohio Board of Education *Operating Standards for Ohio Schools serving Children with Disabilities* 3301-51-01 through 3301-51-21 promulgated by the Ohio Administrative Code shall govern the operation of the classroom facilities provided by Carrington. Carrington agrees to function as the Local Education Agency (LEA) for all buildings and facilities used for purposes of the Asbestos Hazard Emergency Response Act (AHERA), Ohio Revised Code 4167 Safety and Health Law, and the Americans with Disabilities Act (ADA). Carrington shall be responsible for complying with AHERA, O.R.C. Chapter 4167, and the ADA, and shall indemnify and hold the ESCNEO and East Cleveland harmless for costs related to complying with and/or violations of AHERA or O.R.C. Chapter 4167.
  - b. Carrington shall assign personnel to be present in the classroom facilities with the students to assist with program supervision, ensure student attendance and supervision, maintain appropriate recordkeeping, and supervision of Carrington personnel.
  - c. Carrington shall obtain a criminal records/background check for all individuals Carrington assigns to be present in the classroom facilities and ensure that all such individuals shall not be ineligible for employment under Ohio law as set forth in

R.C. 3319.31, 3319.39, and 3319.393, and, as applicable, O.A.C. §3301-20-01  
or  
O.A.C. §3301-20-03.

- d. Carrington shall be responsible for securing substitute staff to be present in the classroom facilities if its regular staff is unavailable.
3. The school year for students shall be in compliance with the minimum requirement of the State Board of Education and the statutes of the State of Ohio (a minimum of 910 hours per school year for students in full-day kindergarten through grade 6; and 1,001 hours per school year for students in grades 7-12). A calendar for the school year shall be filed by Carrington with the ESCNEO and East Cleveland, subject to the ESCNEO's and East Cleveland's approval. Carrington's calendar shall reflect the specific days of work for the ESCNEO staff designated as student learning days. The student day shall be a minimum of 5 ½ hours excluding lunch. The length of the workday for the ESCNEO teachers/staff shall be determined by the ESCNEO Superintendent, or designee, so long as the ESCNEO teachers/staff are available for times designated as the student day.
  4. Delineation of Additional Duties/Responsibilities:
    - a. Assignment of the ESCNEO staff shall be made by the ESCNEO Superintendent, or designee.
    - b. Individual Education Programs ("IEP") remain the responsibility of the student's district of residence or district of responsibility, as applicable (hereinafter referred to as the student's "district of residence"). In providing the educational services, the ESCNEO and Carrington will follow the IEP established for a student by the district of residence. The ESCNEO will assign an intervention specialist to provide and document special education services specified in a student's IEP. The provision of special education services shall only occur during the student school day. To the extent that additional specialized services for students such as speech, therapy, individual psychotherapy, and other services are required by an IEP that cannot be addressed by the intervention specialist, the parties may attempt to arrange for such services as appropriate for a student to meet such additional requirements. If a student is due for an evaluation team report ("ETR") of the student's IEP, the intervention specialist shall contact the student's district of residence to notify the district of the need for an ETR and request that the district of residence perform the ETR. If the district of residence fails to perform the ETR, the intervention specialist, the ESCNEO, or Carrington may contact the special education coordinator at East Cleveland to arrange for an ETR.
    - c. Carrington personnel who are assigned by Carrington to a classroom shall adhere to the rules and regulations of said classroom. A Carrington administrator shall monitor said individuals daily for compliance and record keeping of any incidents.

The Ohio Virtual Learning platform, or other electronic education platform, utilized by the ESCNEO may monitor and document student participation in educational coursework and completion of assignments. However, the ESCNEO and Carrington shall be responsible for maintaining accurate student attendance records.

- d. Carrington shall be responsible for the following:
  - (1) Supervision of Carrington personnel assigned to program classrooms.
  - (2) Requisition of student records from previous schools attended, including IEPs.
  - (3) Collecting data necessary to educate students at the Carrington facility and submitting said data to East Cleveland in a timely manner to allow East Cleveland to bill the district of residence for student education costs.
  - (4) Security and maintenance of official student records/transcripts as mandated by state law.
  - (5) Maintenance of all pertinent student information, attendance records, etc., necessary for reporting requirements of the State Department of Education, and/or to bill a student's school district of residence for services provided.
  - (6) Coordination of mandated statewide testing if applicable to a student. East Cleveland will coordinate with the ESCNEO educational personnel regarding coordination of all aspects of statewide testing for students.
    - Educational personnel shall be directed to obtain certification to administer statewide tests.
- e. The parties agree to the following arrangement with respect to reporting and collecting tuition:
  - (1) It is the intent of the parties that the costs to operate the educational classroom placements of the students assigned to Carrington shall ultimately be borne by the student's school district of residence. In consideration thereof, the parties agree to coordinate in the collection and maintenance of all pertinent student information, attendance records, etc., necessary for East Cleveland to comply with the reporting requirements of the State Department of Education to bill for or collect tuition for education of the students assigned to Carrington.

- (2) East Cleveland intends for notices to be submitted to a student's school district of residence so that the district of residence is informed of East Cleveland's intent to educate the students while placed at Carrington and for districts of residence to be billed directly for educational services provided.
- (3) The ESCNEO staff shall report completion of student assignments and grades to Carrington. The ESCNEO and Carrington shall be responsible for maintaining attendance records and student education records. Records and information necessary for direct billing shall be maintained by the ESCNEO and/or Carrington, as appropriate, and submitted to East Cleveland according to the schedule indicated by East Cleveland for use as the basis for net costs/tuition billings to school districts of residence for students. For the purpose of RC. 3317.30, East Cleveland shall be designated as the ESCNEO's Billing Agent responsible for submitting invoices to the districts of residence and collecting costs for educational services rendered.
- (4) When a student is assigned as a resident at Carrington, the ESCNEO and Carrington will notify the student's district of residence of the student's residential placement at Carrington, including the date the child began receiving instructional services at Carrington and request student records. The ESCNEO and Carrington will notify the student's district of residence of the date the child is discharged from Carrington.
- (5) If necessary and appropriate to comply with Ohio law and to ensure that a district of residence may be billed for the educational services (which is specifically required for special education students as set forth in RC. 3323.13), for each student served at any time during each school year at Carrington, East Cleveland will submit a notification to the district of residence stating that East Cleveland is educating said student at Carrington.
- (6) The student's district of residence will be directed to continue to code the child in EMIS as a resident of the district with a "Sent To" code of NP (Non- public-school placement at district expense). The EMIS coding enables the child to remain active in the FTE of the resident district.
- (7) East Cleveland will directly invoice the district of residence for said educational services rendered to educate the students. East Cleveland's invoice will include an educational administration cost for amounts incurred by the ESCNEO and East Cleveland relating to the educational services, and a facility charge from Carrington. As set forth in RC. 3317.30, payments made for a student shall

be determined in accordance with RC. 3313.64(C)(4).

- (8) Carrington represents that, as a standard practice, it does not accept placements of students who are not residents of Ohio. If Carrington accepts a student who is an out-of-state resident, the parties will meet to discuss education and tuition arrangements for the student.

5. Payment to the ESCNEO and Carrington for services rendered at the Carrington facility shall be paid as follows:

- a. Carrington and the ESCNEO will each establish (and revise as necessary from time to time) a daily programming rate, reflecting the total costs in providing services to students at Carrington. The programming rate will be established as a uniform daily amount per student and without regard to the basis for a student's enrollment at Carrington (*i.e.*, special education student, general education student, or tuition student). The daily rate will be based solely upon the costs of educating the students and shall not include costs associated with other programs or services provided to the students that are non-educational in nature. The initial daily rate to be charged to East Cleveland under this Agreement shall be **One Hundred Eighty-seven Dollars (\$187.00)** per day, per student. This amount may only be adjusted during a Term if extraordinary circumstances occur, such as a significant decrease in enrollment of the number of students placed at Carrington, personnel cost to provide special education and/or related service costs, which the parties will meet in advance to discuss the basis for an increase.

For the administrative billing of districts of residence, the parties acknowledge that East Cleveland also will incur costs related to the provision of the educational services. These costs incurred by East Cleveland may be added to, or incorporated with, the ESCNEO/Carrington daily programming rate to establish a combined daily billable rate to be charged to districts of residence for the educational services. The initial combined daily rate to be charged to districts of residence shall be **One Hundred Ninety-eight Dollars (\$198.00)** per day, per student, which may be adjusted as necessary to reflect the costs of educating the students and billing administration. Where allowed by Ohio law, the parties further acknowledge that East Cleveland also may charge districts of residence for excess costs relating to the provision of educational services provided to the students.

- b. Should any subsequent unemployment compensation or severance claim be made by an employee of the ESCNEO that was assigned to perform the educational services at Carrington, which was not included in the ESCNEO's daily rate and results in additional costs incurred by the ESCNEO, the ESCNEO may adjust the daily programming rate to cover such costs.
- c. Other basic classroom supplies, curriculum materials, start-up costs, and equipment shall be provided by Carrington and/or the ESCNEO as agreed

between the parties. A yearly educational budget for additional supplies, equipment, as well as professional development may be added to the total net cost factor that the ESCNEO will invoice East Cleveland as part of the daily rate.

- d. The ESCNEO and Carrington shall submit billings to East Cleveland on a monthly basis for services rendered and additional costs incurred (such as start-up costs not included in the daily rate). East Cleveland shall pay the invoiced amount within thirty (30) days following receipt thereof. If any disputes arise between the parties with regard to an invoice, East Cleveland may only withhold the amount in dispute and not the full amount of the invoice.
        - e. Any unpaid amount shall bear interest at the "Annual Certified Interest Rate" as adopted by the Ohio Department of Taxation then in effect.
6. Carrington, the ESCNEO, and East Cleveland will cooperate to attend meetings as necessary to discuss program implementation and continuing operation. Meetings between the ESCNEO, East Cleveland, and Carrington administrators shall be held at least bi-annually to assess the program, enhance communications, resolve problems, and establish needs. Additional meetings shall be requested by any party as needs arise.
7. The parties acknowledge that in the course of performing their obligations under this Agreement, the parties, or their assigned staff, may obtain certain confidential information concerning students and/or the parties to this Agreement including, but not limited to, student education records protected under the Family Educational Rights and Privacy Act (referred to herein as "Confidential Information").
  - a. The parties agree that they, and their assigned staff, will only use Confidential Information in the performance of its obligations under this Agreement and that a party will not, at any time during or following the term of this Agreement, divulge, disclose, or communicate any Confidential Information to any other person, firm, corporation, entity, or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.
  - b. Confidential Information does not include information which is: (1) in the public domain other than by a breach of this Agreement on the part of the recipient; (2) rightfully received from a third party without any obligation of confidentiality; (3) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (4) independently developed by the recipient; or (5) disclosed pursuant to an order or requirement of a court, administrative agency, other government body, or public records request.
  - c. The parties shall ensure that their assigned staff receive training regarding the Family Educational Rights and Privacy Act and the law's confidentiality requirements for student education records.
8. The governing bodies of the ESCNEO and East Cleveland shall each adopt a resolution ratifying this Agreement. This Agreement shall be effective beginning July 1, 2024 and

expire on June 30, 2025 (the "Term"). The parties may renew this Agreement for additional one-year renewal terms (each a "Renewal Term") so long as each party provides the other parties at least thirty (30) days' notice prior to the expiration of a Term or Renewal Term of their intent to renew the Agreement. The parties agree that, if the Agreement is renewed for subsequent Renewal Terms, the parties will meet to discuss any change in costs for a Renewal Term.

9. Any party may terminate this Agreement by providing thirty (30) days' notice thereof to the other parties. Additionally, any party may terminate this Agreement immediately upon learning of a breach of this Agreement by another party, including but not limited to a party's failure to maintain sufficient or accurate records relating to students in the program, improper billing practices, or bankruptcy, insolvency, reorganization, or assignment to creditors of a party. If a party learns that a breach has occurred, the party shall provide notice to the remaining parties of the alleged breach, identification of the facts in the party's knowledge constituting a breach, and the party's intent to terminate the agreement immediately or upon a specified date. A party seeking to terminate the Agreement based upon a breach by another party shall not be required to offer a cure or response period.
10. Each party shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents for which they may be held liable under applicable law. Each party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a legal or administrative action is brought against the ESCNEO, East Cleveland, and/or Carrington based upon this Agreement, each party shall be responsible for their own respective attorney fees and costs associated with such litigation and shall cooperate with each other with regard to such action.
11. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, whether verbal or written, between the parties. Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by all parties hereto. However, if a party is required to amend the Agreement pursuant to a change in Ohio Department of Education guidelines, or other federal or state law, it is agreed that this Agreement may be amended pursuant to such mandate through mutual consent of the parties. This Agreement may not be assigned or subcontracted by any party without the prior written consent of the other party. If any provisions of this Agreement are found to be invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect. The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.
12. The laws of the State of Ohio shall govern this Agreement with venue for any disputes being filed in the Court of Common Pleas of Cuyahoga County, Ohio.

13. All notices and demands provided for by this Agreement shall be in writing and shall be deemed to have been received at the time delivered via registered or certified mail, postage prepaid, and addressed to the party's principal place of business.

*[THIS SPACE LEFT INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first set forth above:

**EAST CLEVELAND CITY SCHOOL DISTRICT**

**EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO**

By: Mary S. Reu  
Board President

By: Christine A. Kelly  
Governing Board President

By: Thomas C. Wilson  
Treasurer

By: [Signature]  
Treasurer

By: [Signature]  
Chief Executive Officer/Superintendent

By: Robert A. Muzyczka  
Superintendent

DATE: 8/12/2024

DATE: 8-15-2024  
8-15-24

**CARRINGTON YOUTH ACADEMY LLC**

By: J.F. Frankowski  
Executive Director

DATE: 8-15-2024