

# *River Education Services, INC.*

## *Leap Program*

168 2<sup>nd</sup> Street NW Barberton, Ohio 44203

(234) 678-5488 Fax: (234)678-5489 Email: [www.theleaprogram.net](http://www.theleaprogram.net)

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### *Day Treatment-Purchase Service Agreement*

**2019 - 2020 School Year**

THIS AGREEMENT is entered into between Galion City Schools (hereafter "Placing District") and **River Education Services INC.** A special needs Education Company, for the sole purpose of providing in accordance with placement at the "Leap Program".

WHEREAS, Ohio Revised Code 3323.08 authorizes a district to place a child in a private school or private residential treatment center.

WHEREAS, Students identified and referred by Galion City Schools will be attending River Education Services, INC. "Leap Program".

#### THE PARTIES AGREE AS FOLLOWS:

The Placing District will pay River Education Services INC. a per diem rate of *\$135 per student*, after services rendered, including teacher in service and calamity days.

1. River Education Services INC. and the Placing District agree to exchange all relevant records pertaining to the identified student, including but not limited to Multifactorial Evaluation, re-evaluations, current and past IEP'S, report cards, progress reports, transcripts, assessments, discipline records, and any other information/ records needed for River Education Services INC. and/or their placing school district to fulfill their educational obligations to the above identified student.
2. The Placing District will have access to the above-identified student's education records for the purpose of monitoring the students' educational progress. At minimum, River Education Services INC. will provide any changed and or/updated IEP information, student attendance, Discipline records, assessment data, interim progress monitoring and other relevant information on a quarterly basis to the above named district contact.
3. The term of this agreement will not exceed one (1) year and will automatically expire at the end of the 2019-2020 school year (6/2/20).
4. In the event the students' educational needs are no longer the responsibility of the above named placing school district, the parties' respective obligations under this agreement for the student above will cease as of the last day the student is attending the Leap Program, providing the Placing District notifies River Education Services INC. in writing Ten (10) Business days Prior this event. Advance quarterly payment will be refunded to the school district provided ten day notification provision falls within the first 30 quarterly days of the above named quarter excluding the per diem rate calculated based on number of days student attends within the quarter. Program credit may be issued and applied to other students at the request of the Placing District in place of a refund.

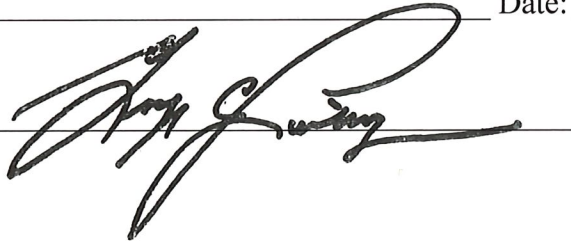
5. River Education Services INC. acknowledges and agrees the above identified students will not be considered "enrolled" in the Leap Program for the purpose of average daily membership or federal or state funding and the above identified student will be enrolled with the above identified Placing District.
6. River Education Services INC. and Placing District will collaborate on the development of an IEP acceptable to all IEP team members and parties.
7. River Education Services INC. reserves the right to take immediate action, without district permission, in situations where a student, by act or omission, poses a risk of injury, harm or other danger to him/herself or others. Such action may include, but is not limited to immediate dismissal from River Education Services INC. Leap Program, emergency referral to psychiatric or other institutional healthcare providers, and/ or securing assistance from local law enforcement authorities. The Placing District will be promptly informed of such an event.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Placing District Representative: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

River Education Services INC.  
George Linberger, Program Director:

Date: 5/17/19

A handwritten signature in black ink, appearing to read "George Linberger", is written over a horizontal line.