

# Phoenix Central ED Seat Agreement

116 West Church Street, Newark, Ohio 43055  
(A Licking Regional ESC program facility)

The LRESC plans to continue programs at 116 West Church Street for FY26. The Emotional Disabilities Program comprises students with emotional challenges and is the larger part of the offerings.

We have streamlined our admissions process to ensure that we provide the best possible supports and services. The process will now include a needs assessment for potential students to determine academic needs, severity/magnitude of behavior, and minimum necessary resources to manage the student's behavior effectively. The assessment process will consist of a structured intake interview with the parent/guardian, district representative, supporting outside professionals or advocates (if applicable), and the Phoenix team (director, BCBA, & social worker).

The needs assessment will be used to place the student in a tiered category defined as:

Tier 1- Individuals can participate in small groups (1:4-13) without or with minimal history of aggression, self-injury, high-magnitude disruptive behavior, and/or elopement. Individual capable of independent self-care relating to toileting and personal hygiene with minimal guidance or prompts (No more than gestural or verbal reminders). Highly improbable of requiring physical crisis intervention.

Tier 2- Individuals can participate in limited group activities. Has a history of some aggression (no more than an average of incidents 1 per month), non-life-threatening self-injury (e.g., hand-biting), and minimal potential for high-magnitude disruptive behavior. Individual requires intensive instruction and individualized attention. Also, they may need assistance with toileting and proper hygiene routines. May require some physical crisis intervention (no more than 1 per week)

Tier 3 – Individuals with a history of severe aggression, self-injury, or high-magnitude disruptive behavior. Requires behavioral stabilization, serving as a step down from residential care or unstable pharmacological management. Could have the potential for regular physical crisis intervention (requires more than 1 adult regularly).

Tier 3+ - Any individual with a history of violence, injury, and other atypical diagnoses that require additional staffing support (e.g., 2:1) or more than 1 hour of direct supervision by a BCBA weekly with frequent incidents of physical crisis intervention.

Tier 2 & 3/+ initial placements will be evaluated on an annual basis. Following the initial needs assessment, student behavior will be monitored through our classroom management system and incident reporting. Phoenix reserves the right to reassess student tier classification should the resources necessary to support the student far exceed how they presented in the initial needs assessment.

The process will consist of the following:

1. Request for services from the district representative.
  - a. Please provide current IEP and ETR.
2. Admissions meeting scheduled.
3. Admission meeting held.

- a. Needs assessment completed
  - i. Structured clinical interview
  - ii. Tier Classification
- b. Parent provided with an enrollment packet
- c. Start date set (if appropriate and agreed upon)
4. District sets up transportation
5. Parent returns COMPLETED enrollment packet
6. The student begins services.
  - a. Parents MUST have completed and returned the enrollment packet before the student begins services.

For FY26, our Tier 1 standard seat cost will be \$45,000.00 for aligned districts and \$51,000.00 for non-aligned districts. Once you have secured the seats you need for next school year, any students you wish to place in our program beyond filling your seats will be at a membership cost of \$367.00 per day.

Higher-tier students will be charged the difference to the corresponding rates in the table below. PLEASE NOTE: Buying seats is the only way that we can guarantee placement. LRESC (Phoenix) reserves the right to determine the appropriateness of student fit and admittance. We can NOT guarantee space for daily rate students.

Tier Category	Aligned District	Non-Aligned District
Tier 1 1:4-13 (standard seat)	\$45,000/year	\$51,000/year
	Day Rate: \$367	
Tier 2 1:2 (added supports)	\$57,000/year	\$62,000/year
	Day Rate: \$420	
Tier 3 1:1 (severe crisis behavior)	\$78,000/year	\$83,000/year
	Day Rate: \$470	
Tier 3+ 1:2 and beyond	Determined on a case-by-case basis	Determined on a case-by-case basis
	Day Rate: Determined on a case-by-case basis	

Please indicate in the order section if your district would like to guarantee placement by purchasing per seat or if your district would like to continue paying by the daily rate method.

The last date to buy any additional seats above your original seat purchase is August 1st, but staffing will be determined by the April 20, 2025, submissions. If you choose the seat cost method, your district will be invoiced for the first half of your seat cost in October and the second half in January. If you choose the daily rate, you will be invoiced monthly.

#### Dyslexia disclaimer

Phoenix Central will collaborate with the home school districts for the multidisciplinary team to analyze the results of dyslexia screeners and develop remediation plans accordingly. Phoenix Central staff has received professional development on identifying characteristics of dyslexia and understanding pedagogy for the instruction of students with dyslexia. Phoenix Central staff will be able to administer the screeners and implement plans that the home district's multidisciplinary team develops.

#### Termination of Services Disclosure

In the event that it is determined by Phoenix Central that the current educational and/or support services provided are insufficient to meet the unique needs of a student requiring a level of structure or routine beyond the capabilities of the Emotional Disturbance Program, the LRESC shall issue a written notice of termination of services. This notice will be provided to the student's parent(s) or legal guardian(s), and any relevant educational or support team members at least ten (10) calendar days prior to the intended termination date.

In exceptional circumstances where an immediate termination of services is deemed necessary due to the safety and well-being of the student or others, the LRESC reserves the right to provide a notice of suspension with less than the standard ten-day period. Such circumstances may include, but are not limited to, instances where the student's behavior poses an imminent threat to themselves or others, or when there is a clear and present risk that requires prompt intervention.

Upon issuing the termination notice, the LRESC is committed to collaborating with the student's parent(s) or legal guardian(s) to facilitate a smooth transition to a more appropriate educational setting. This may include providing information on available alternative programs, arranging meetings with relevant educational professionals, and offering support and resources to aid in the transition process.

It is essential to note that the termination of services is not a punitive measure, but rather a recognition of the specific needs of the student that exceed the program's current capabilities. The goal is to ensure the student's well-being and academic success by facilitating a transition to an environment better suited to their requirements.

#### Good faith partners

Both the home district as well the LRESC agree to operate in good faith and commit to a transparent and honest exchange of information, particularly with regard to any information related to students. Each party undertakes the responsibility to disclose all relevant and accurate information concerning students without withholding or minimizing any material details that may impact relevant placement recommendation in the Emotional Disturbance Program for

the purpose of this agreement. Any failure to comply with this good faith disclosure obligation shall be considered a material breach of this contract. In the event of such a breach, the non-breaching party reserves the right to seek appropriate remedies, including but not limited to termination or modification of the contract or pursuing legal action.

Note: Phoenix Central also offers a limited program for Autistic students in (available through a separate agreement).

For more information or questions, don't hesitate to contact Director Mason Davis at 740-345-3290.

This information pertains to the ED program only. Seats in the Autism unit are separate from this agreement.

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\_\_\_\_\_ Yes, my district would like to purchase seats for the ED Program for students in K-12:

Number of seats \_\_\_\_\_ x \$51,000 non-aligned District = \$ \_\_\_\_\_ OR

Number of seats \_\_\_\_\_ x \$45,000.00 aligned district = \$ \_\_\_\_\_.

Tier adjustments \_\_\_\_\_

X No, my district would not like to purchase seats for the ED Program but would instead remain being charged the daily rate of \$367.00 or the Tiered day rate.

District Coshocton City Schools

Supt [Signature]

Treasurer \_\_\_\_\_

Date \_\_\_\_\_