

**AGREEMENT FOR PROVISION OF SPECIAL EDUCATION
AND CERTAIN RELATED SERVICES**

This Agreement is entered into by and between Bellefaire Jewish Children’s Bureau (“Bellefaire JCB”), a not-for-profit corporation organized and existing under the laws of the State of Ohio and having its principal place of business in Shaker Heights, Ohio, and operating an educational institution known as Monarch School (“Monarch”), and the Board of Education of Brecksville-Broadview Hts. City School District, Ohio (“Board”).

WHEREAS, Monarch enrolls students who require special education and related services as defined in the IDEA 2004 and its accompanying regulations; and

WHEREAS, the Board wishes to enter into an Agreement with Monarch for the provision of special education and related services for one or more qualified students who reside in the Board’s school district (“Student” or “Students”); and

WHEREAS, Monarch will provide special education and certain related services documented in each Student’s Individualized Education Program (“IEP”) for the 2015-2016 school year, upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Board is responsible for compliance with applicable state and federal law regarding the provision of special education and related services to its Students. Monarch is a chartered non-public educational institution that complies with applicable Ohio law. The special education and related services provided by Monarch meet the standards for special education and related services established by the Ohio Department of Education. Ohio Revised Code Section 3323.08(B)(3), authorizes the Board to contract with Monarch for the provision of special education and related services to Students.

2. Monarch hereby agrees to provide special education and the following related services if documented in each Student’s IEP: speech/language therapy; occupational therapy, and; small ratio and individualized academic programming. In addition, Monarch will provide parent contact and consultation; school district contact and consultation, including regular evaluative reports of each Student’s progress; and participation in each Student’s IEP Team.

3. The Board agrees to provide Monarch with each Student’s educational, medical, psychological and social evaluations as are available to the Board. Monarch and the Board agree that any records provided by either Party pursuant to this Agreement are confidential and will only be disclosed as required by applicable state and federal law.

4. For services identified in Paragraph Two provided to each Student, the Board shall pay tuition to Monarch in the amount of seventy-eight thousand dollars (\$78,000.00) (“Tuition”). Tuition pays for the special education and related services provided to each Student during the regularly scheduled school year as defined in Ohio Revised Code Section 3313.48. The Board will be responsible for payment of additional funds for Monarch’s provision of special education and related services to Students whose IEP’s include an Extended School Year Program. The Tuition payments shall be made in four equal payments according to the following schedule: The first payment shall be made on or before the first of September. The second payment shall be made on or before the first of November. The third payment shall be made on or before the first of January. The fourth and final payment in full shall be made on or before the first of March. Tuition will be charged on a prorated basis for Students enrolling after commencement of the school year or attending on a part-time basis.

5. If documented on the Student's IEP, Monarch may provide related services in addition to those described in Paragraph Two. In the event of any increase in costs as a result of the provision of additional related services, the Board shall be given the opportunity to negotiate payment for such services with Monarch prior to their provision. The Board shall continue to be obligated to pay the standard tuition payments as set forth above.

6. The District is obligated to pay the Tuition for any withdrawn student through the date the written withdrawal notice from the Board was received and acknowledged in writing by Monarch School.

7. Monarch is not responsible for transportation for any students enrolled at Monarch under this Agreement. Transportation, and the costs of transportation related insurance coverage, shall be the responsibility of the Board.

8. In the event of emergency or injury concerning a Student, Monarch will promptly notify the Board.

9. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated.

Board of Education of the City of Brecksville-Broadview Heights

By: _____

Date: _____

(Board President/Treasurer Signature)

(Print Name and Title)

Bellefaire Jewish Children's Bureau

By: _____

Date: August 11, 2015

Adam G. Jacobs, President