

CLEVELAND CLINIC CENTER FOR AUTISM
Cleveland Clinic Children's Hospital for Rehabilitation
2013-2014 School Tuition Contract with School System
BRECKSVILLE BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

AGREEMENT dated this first day of May, 2013, is between Brecksville Broadview Heights Board of Education in the County of Cuyahoga, in the State of Ohio ("SENDING DISTRICT") and the Cleveland Clinic Children's Hospital for Rehabilitation, through its Cleveland Clinic Center for Autism School, a non-public school ("NON-PUBLIC SCHOOL") for children with autism spectrum and related disorders located in the County of Cuyahoga in the State of Ohio.

WITNESSETH:

In consideration of the covenants herein contained, the parties agree as follows:

1. The SENDING DISTRICT agrees to purchase from the NON-PUBLIC SCHOOL the education services described in the individualized educational program ("SERVICES") for a resident pupil ("PUPIL") from the SENDING DISTRICT. The NON-PUBLIC SCHOOL agrees to provide SERVICES to the PUPIL during the 2013-2014 school year in accordance with the Individuals with Disabilities in Education Act (hereafter "IDEA") (20 U.S.C. §§ 1400, *et seq.*) and the regulations promulgated thereunder and Ohio Revised Code Title XXXIII, Chapter 3323 and the regulations promulgated thereunder by the State Board of Education. The NON-PUBLIC SCHOOL will work with SENDING DISTRICT in scheduling reasonable dates and times in advance to conduct on-site observations of the PUPIL; to develop, discuss and re-evaluate the PUPIL's Individualized Education Program (IEP); and to review the PUPIL's progress.
2. This AGREEMENT is effective August 26, 2013 (the "EFFECTIVE DATE") and shall continue in full force and effect until August 8, 2014 unless otherwise terminated as provided herein.
3. Tuition charges, under this AGREEMENT, as well as the payment of the same shall be made in accordance with applicable Ohio Statutes and the rules and regulations of the State Board of Education.
 - A. The SENDING DISTRICT agrees to pay the NON-PUBLIC SCHOOL an annual tuition of \$71,106. Payments may be made according to one of the following payment options (please select one):

OPTION 1:

One payment in the amount of \$69,685 due NO LATER than September 30, 2013. This amount represents a discount of 2.0% off the annual tuition. If payment is not received in full by September 30, 2013, then SENDING DISTRICT will make payments in accordance with Option 2.

■ **OPTION 2:**

Three payments each in the amount of \$23,702 shall be due as follows:

- a. September 1, 2013
- b. January 1, 2014
- c. May 1, 2014

OPTION 3:

Twelve (12) monthly payments each in the amount of \$5,925.50 shall be due NO LATER the first (1st) of each month during the term of this AGREEMENT.

- B. In the event that individual services beyond those regularly provided by the NON-PUBLIC SCHOOL are deemed to be needed, the parties will enter into a separate agreement outlining the scope of those services and the related charges. If SENDING DISTRICT deems a multifactor evaluation (MFE) is needed and wishes to engage the NON-PUBLIC SCHOOL to conduct the MFE, NON-PUBLIC SCHOOL will perform such service for an additional charge.
- C. If the PUPIL does not enroll at the start of the term, tuition charges will be pro-rated based on PUPIL's scheduled start date at the NON-PUBLIC SCHOOL as follows:
- Under Payment Option 1, tuition will be pro-rated based on twelve (12) months. Tuition payment is due upon execution of this AGREEMENT.
 - Under Payment Option 2, tuition will be pro-rated based on four (4) months per payment for the payment period that included the PUPIL's start date. The first payment is due upon execution of this AGREEMENT. The remaining two (2) payments will be made pursuant to the above payment schedule under Option 2.
- D. If the PUPIL transitions to the SENDING DISTRICT during the term of this AGREEMENT, the NON-PUBLIC SCHOOL will pro-rate the tuition charges through the effective date of transition depending on the payment option selected by the SENDING DISTRICT. The NON-PUBLIC SCHOOL will refund the difference between the prorated amount and the amount of tuition the SENDING DISTRICT paid year-to-date, less any outstanding amounts owing to the NON-PUBLIC SCHOOL.
4. Invoices will be mailed to the SENDING DISTRICT based on the tuition payment schedules outlined above and will include appropriate PUPIL identification. All payments are to be mailed to the following address:

Cleveland Clinic Children's Hospital for Rehabilitation — Center for Autism
P.O. Box 931028
Cleveland, Ohio 44193

A late fee of 1.5% or the maximum amount allowed by law, whichever is less, may be charged for any late payments. Payments that are sixty (60) days or more past due may result in the termination of this AGREEMENT. Termination of this AGREEMENT shall not affect NON-PUBLIC

SCHOOL's right to pursue recovery of any payments or other amounts owed under this AGREEMENT.

5. The NON-PUBLIC SCHOOL agrees to record PUPIL's attendance in a public school register as required by the rules and regulations of the State Board of Education.
6. SERVICES for PUPIL will not commence until all required enrollment forms and documents, including the execution of this AGREEMENT, are completed and returned to the NON-PUBLIC SCHOOL prior to the PUPIL's scheduled start date.
7. Either party may terminate this AGREEMENT by giving thirty (30) days prior written notice to the other party and tuition will be prorated and charged through the effective date of termination.
 - If the SENDING DISTRICT does not provide thirty (30) days prior written notice, the NON-PUBLIC SCHOOL will charge the SENDING DISTRICT a prorated amount equal to thirty (30) days from notice date or the PUPIL's last day, whichever is later.
 - If the NON-PUBLIC SCHOOL does not provide thirty (30) days prior written notice, the SENDING DISTRICT is only responsible for tuition up to and including the PUPIL's last day of attendance.
8. If the PUPIL is absent for more than five (5) consecutive days, the NON-PUBLIC SCHOOL agrees to notify the SENDING DISTRICT of such absence to allow the SENDING DISTRICT the option of investigating PUPIL's enrollment status. If the SENDING DISTRICT discovers enrollment has ceased, SENDING DISTRICT will provide written notice of the termination to the NON-PUBLIC SCHOOL and will be responsible for the amount outlined under Section 7 above. If the NON-PUBLIC SCHOOL fails to notify the SENDING DISTRICT, its right to tuition beyond the absences not communicated will be waived.
9. In the event that any dispute arises under this AGREEMENT the parties will seek to resolve the dispute as expeditiously as possible on the understanding that the interests of the PUPIL shall be of the foremost concern in resolving such disputes.
10. In the event that the letter of approval to operate from the Ohio Department of Education is withdrawn from the NON-PUBLIC SCHOOL this AGREEMENT shall terminate. The SENDING DISTRICT shall be responsible for the length of time the PUPIL is enrolled.
11. The parties agree to comply with all laws, rules and regulations as they may be amended from time to time applicable to this AGREEMENT.
12. Enrollment is for full-day SERVICES. Leaves of absence from the program are typically not permitted without payment of tuition, but may be considered on an individual basis. Continued placement will be considered based on individual circumstances.
13. During the performance of this AGREEMENT, the NON-PUBLIC SCHOOL agrees as follows:

- A. The NON-PUBLIC SCHOOL will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or gender. The NON-PUBLIC SCHOOL will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or training, including apprenticeship.
- B. The NON-PUBLIC SCHOOL will, in all solicitations or advertisements for employees placed by or on behalf of the NON-PUBLIC SCHOOL, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or gender.
- C. The NON-PUBLIC SCHOOL will recruit and admit children of any race, color, gender or ethnic origin to all its rights, privileges, programs and activities. In addition, the NON-PUBLIC SCHOOL will not discriminate on the basis of race, color, gender or ethnic origin in the administration of its educational programs and athletics/extracurricular activities.
- D. The NON-PUBLIC SCHOOL shall furnish such reports or other documents to the Ohio Department of Education, Pupil Development Division, Equity Assurance and Compliance Section, as may be requested by the Department from time to time in order to carry out the purposes of applicable regulations.

14. MISCELLANEOUS.

- A. This AGREEMENT shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions.
- B. SENDING DISTRICT shall not use the name, logo, likeness, trademarks, image or other intellectual property of the NON-PUBLIC SCHOOL for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the NON-PUBLIC SCHOOL as to each such use.
- C. SENDING DISTRICT hereby represents and warrants that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs (collectively, "Debarred") and acknowledges that the NON-PUBLIC SCHOOL shall have the right to terminate this AGREEMENT immediately in the event that SENDING DISTRICT is Debarred.
- D. If Section 952 of the Omnibus Reconciliation Act of 1980, which amended Section 1861(v)(1) of the Social Security Act, and the regulations promulgated thereunder, applies to this AGREEMENT, each party will make available to the Secretary of Health and Human Services, and to the Comptroller General of the United States upon written request, such books, documents and records necessary to verify the nature and extent of the costs of the SERVICES provided hereunder. Access will be granted until the expiration

of six (6) years after the furnishing of SERVICES hereunder. Access will also be granted to any books, documents or records related to this AGREEMENT between a party and organizations related to that party, but only on an as needed basis.

- E. The NON-PUBLIC SCHOOL expends a great deal of time and resources recruiting and training its employees and consultants to assure a high degree of competency and the SENDING DISTRICT agrees that, during the term of this Agreement and for one year thereafter ("Restricted Period"), it will not solicit or hire the NON-PUBLIC SCHOOL'S employees and consultants. The SENDING DISTRICT acknowledges that a breach of this provision will directly cause substantial damage to the NON-PUBLIC SCHOOL, which damage cannot be ascertained with reasonable certainty. Accordingly, upon any breach of this provision, SENDING DISTRICT agrees to pay to the NON-PUBLIC SCHOOL as liquidated damages and not as a penalty a sum equal to two (2) times the annual gross compensation for each such employee or consultant the SENDING DISTRICT hires during the Restricted Period.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed as the EFFECTIVE DATE.

**CLEVELAND CLINIC CHILDREN'S HOSPITAL
FOR REHABILITATION**

SENDING DISTRICT

Hospital Administrator/Hospital Director

Superintendent of Schools/ Board of Education
President

Date

Date

Board of Education Treasurer

Date