



April 28, 2017

Brecksville Broadview City School
Gina Symsek – Director
6638 Mill Rd.
Brecksville, Ohio 44141

RE: 2017-2018 Lerner School contracts and transportation forms

Dear Ms.Symsek:

Enclosed you will find The Lerner School contracts for the 2017-2018 school year. In next year's contract you will notice a three-percent increase in tuition whose purpose is to allow our program to remain competitive with our staffing and resources. We remain fully committed to our mission to educate individuals with autism using effective evidence-based methods to achieve the best outcome.

Please sign all original contracts and return them to us no later than July 28th. If this date does not coincide with the School Board meeting for approval, please forward a letter of intent in order to communicate that the student(s) will be returning. Your copy of the fully executed contract will be forwarded.

Also enclosed are the forms that must be completed for any student to attend The Lerner School for the 2017-2018 school year. No child can attend The Lerner School without all of these forms completed and on file.

Please contact our office if you have further questions, issues or suggestions. We look forward to sharing a successful school year with you.

Sincerely,
Carl Carter, MBA
Department Manager
Cleveland Clinic Center for Autism

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Mf

Cleveland Clinic Center for Autism

Main Phone (216) 448-6440

Student Call-Off Line (216) 448-6444

2017/18 Lerner School Calendar

August 28 (Mon)	First Day of 2017/18 School Year	
SEPTEMBER 4 (Mon)	Holiday	NO STUDENTS
OCTOBER 12 (Thurs)	Teacher In-service day	NO STUDENTS
OCTOBER 13 (Fri)	Clerical Day	NO STUDENTS
OCTOBER 16 (Mon)	Parent Teacher Conference Day*	NO STUDENTS
NOVEMBER 22-24	Thanksgiving Break	NO STUDENTS
NOVEMBER 27 (Mon)	Students Return	
DECEMBER 18-JANUARY 1	Winter Break	NO STUDENTS
JANUARY 2 (Tues)	Students Return	
JANUARY 15 (Mon)	Holiday	NO STUDENTS
FEBRUARY 16 (Fri)	Parent Teacher Conference Day*	NO STUDENTS
FEBRUARY 19 (Mon)	Holiday	NO STUDENTS
MARCH 30-APRIL 6	Spring Break	NO STUDENTS
APRIL 9 (Mon)	Students Return	
MAY 25-MAY 28	Memorial Day Break	NO STUDENTS
MAY 29 (Tues)	Students Return	
JUNE 11-JUNE 15	June Break	NO STUDENTS
JUNE 18 (Mon)	Students Return	
JULY 2-JULY 6	4 th of July Break	NO STUDENTS
JULY 9 (Mon)	Students Return	
AUGUST 10 (Fri)	Last Day of School	
AUGUST 13-15	Teacher In-Service Days	NO STUDENTS
AUGUST 16-AUGUST 24	Summer Break	NO STUDENTS
AUGUST 27	First Day of 2018/19 School Year	

Total Student Instructional Days	211
In-Service Days	4
Parent Teacher Conferences	2

* Note: Please email your teacher if you would like to schedule a parent teacher conference on these days.

2017-2018



Cleveland Clinic Children's

TRANSPORTATION

Students Name: _____

Transportation Company: _____

Contact Name: _____

Address: _____

Phone Number: _____

Every student must have a transportation form on file.

Please remember to update this information through out the school year as soon as possible.

CLEVELAND CLINIC LERNER SCHOOL FOR AUTISM
Cleveland Clinic Children's Hospital for Rehabilitation
2017–2018 School Tuition Agreement with School System
BRECKSVILLE-BROADVIEW HEIGHTS SCHOOL DISTRICT

This School Tuition Agreement ("AGREEMENT") dated this first day of May, 2017, is between Brecksville-Broadview Heights School District Board of Education in the State of Ohio ("SENDING DISTRICT") and the Cleveland Clinic Children's Hospital for Rehabilitation, on behalf of its Lerner School for Autism, a non-public school ("NON-PUBLIC SCHOOL") for children with autism spectrum and related disorders located 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 agreed upon education services described in the individualized educational program and/or education curriculum plan ("SERVICES") for [REDACTED], a resident pupil ("PUPIL") from the SENDING DISTRICT. The NON-PUBLIC SCHOOL agrees to provide SERVICES to the PUPIL during the 2017–2018 school year in accordance with the Individuals with Disabilities 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, as applicable. Upon placement of the PUPIL, NON-PUBLIC SCHOOL will not be responsible for, and SENDING DISTRICT will continue to be responsible for, the three year comprehensive Evaluation Team Report (ETR). PUPIL and his/her parents/guardians will comply with the NON-PUBLIC SCHOOL policies and procedures, including its Parent Handbook, which may be revised from time to time at NON-PUBLIC SCHOOL's sole discretion. The NON-PUBLIC SCHOOL reserves the right to determine the appropriate and suitable staffing personnel for PUPIL. Any staff changes are at the NON-PUBLIC SCHOOL's sole discretion and determination and without prior notice of any changes or decisions. There can be no guarantees pertaining to the integrity or outcomes of services. The NON-PUBLIC SCHOOL cannot guarantee the effectiveness of the outcomes of the programming implemented, but will provide SENDING DISTRICT with documentation of progress for review.
2. This AGREEMENT is effective as of August 28, 2017 (the "EFFECTIVE DATE") and shall continue in full force and effect until August 10, 2018, unless otherwise terminated sooner 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 Seventy-Seven Thousand Seven Hundred Dollars (\$77,700.00). Payments may be made according to one of the following payment options (please select one):

☐ **OPTION 1:**

One (1) payment in the amount of Seventy-Six Thousand One Hundred Forty-Six Dollars (\$76,146.00) due NO LATER than August 28, 2017. This amount represents a discount of two percent (2.0%) from the annual tuition. If payment is not received in full by August 28, 2017, then SENDING DISTRICT will make payments in accordance with Option 2 or Option 3 below.

☐ **OPTION 2:**

Three (3) payments each in the amount of Twenty-Five Thousand Nine Hundred Dollars (\$25,900.00) shall be due pursuant to the following schedule:

First Payment: September 1, 2017

Second Payment: January 1, 2018

Third Payment: May 1, 2018

☐ **OPTION 3:**

Eleven (11) monthly payments each in the amount of Seven Thousand Sixty-Three Dollars and Sixty-Four Cents [REDACTED] which shall be due NO LATER than the first (1st) day of each month, with the first payment due on September 1, 2017 and the final payment due on July 1, 2018.

- B. In the event that services beyond those listed in Section 1 of this AGREEMENT are deemed to be needed, the parties will enter into a separate agreement outlining the scope of those services and the additional compensation, if any. If SENDING DISTRICT determines that a multifactorial 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 as agreed to in a separate agreement.
- C. In the event that the PUPIL does not enroll at the start of the school term, tuition charges shall be prorated as further described herein. Tuition shall commence as follows:
1. If the PUPIL's scheduled start date is on or between the first (1st) and fifteenth (15th) day of the month, tuition shall commence on the first (1st) day of such month.
 2. If the PUPIL's scheduled start date is on or between the sixteenth (16th) day of the month and the final day of the month, tuition shall commence on the fifteenth (15th) day of such month.

The first tuition payment is due prior to the PUPIL's scheduled start date and any remaining payments will be made pursuant to the applicable payment schedule as described in Section 3(A).

4. Invoices will be sent to the SENDING DISTRICT based on the tuition payment schedules outlined in Section 3 of this AGREEMENT 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. If payments are ninety (90) days or more past due, NON-PUBLIC SCHOOL shall have the right to immediately suspend SERVICES, release the PUPIL from the NON-PUBLIC SCHOOL, and terminate this AGREEMENT immediately. 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 Ohio 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 providing at least sixty (60) days' prior written notice to the other party.
 - However, if the SENDING DISTRICT does not provide at least sixty (60) days' prior written notice, the NON-PUBLIC SCHOOL will charge the SENDING DISTRICT an amount equal to the prorated tuition amount for sixty (60) days from the notice date (a fee charge of two (2) months).
 - However, if the NON-PUBLIC SCHOOL does not provide at least sixty (60) 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 with 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 applicable laws, rules and regulations as they may be amended from time to time. In the event that any part of this AGREEMENT is determined to violate federal, state, or local laws, rules, or regulations, or NON-PUBLIC SCHOOL policy, the parties

agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire AGREEMENT into compliance, either party may terminate this AGREEMENT on thirty (30) days' prior written notice to the other Party, or earlier if necessary to prevent noncompliance with a governmental deadline or effective date.

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 and at the sole discretion of NON-PUBLIC SCHOOL. Continued placement will be considered based on individual circumstances and at the sole discretion of NON-PUBLIC SCHOOL.
13. Any notice required or permitted to be given hereunder by either party hereunder shall be in writing and shall be deemed given on the date received if delivered personally or by a reputable overnight delivery service, or three (3) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses:

If to SENDING DISTRICT:

If to NON-PUBLIC SCHOOL:

Cleveland Clinic Center for Autism
2801 Martin Luther King Jr. Blvd.
Cleveland, Ohio 44104
Attn: Department Manager, Cleveland Clinic Center for Autism

14. For general communications with SENDING DISTRICT, NON-PUBLIC SCHOOL shall use the following contact information:

Pupil Services:

Name/Title:
Mailing Address:
Phone:
Email:

Accounts Payable:

Name/Title:
Mailing Address:
Phone:
Email:

Progress Reports:

Name/Title:
Mailing Address:
Phone:
Email:

15. Each party shall maintain insurance for professional liability and comprehensive general liability coverage of its agents, employees, representatives, and contracted servants in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Upon request, each party shall provide the other party with documents or certificates of insurance evidencing the coverage required under this Section 15. Such liability policies shall not be canceled, reduced, or adversely modified without providing at least sixty (60) days' prior written notice to the other party.
16. 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.
17. MISCELLANEOUS.
- A. The parties recognize that NON-PUBLIC SCHOOL is a non-profit, tax-exempt organization and agree that this AGREEMENT will take into account and be consistent with NON-PUBLIC SCHOOL's tax-exempt status. If any part or all of this AGREEMENT is determined to jeopardize the overall tax-exempt status of NON-PUBLIC SCHOOL and/or any of its exempt affiliates or corporate members, then NON-PUBLIC SCHOOL will have the right to terminate this AGREEMENT immediately. NON-PUBLIC SCHOOL shall have ultimate control over any actions that affect its mission and tax-exempt status regardless of management of day-to-day operations.

- B. This AGREEMENT shall be construed, interpreted, and enforced in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions. The parties agree that any litigation arising out of this AGREEMENT shall be subject to the exclusive jurisdiction of the local, state, or federal courts in Cuyahoga County, Ohio.
- C. 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.
- D. 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.
- E. 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.
- F. 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, either directly or indirectly, employ or attempt to employ any employee of NON-PUBLIC SCHOOL, or otherwise solicit, induce, cause or facilitate any employee of NON-PUBLIC SCHOOL to terminate his or her employment with such employer, without the written consent of NON-PUBLIC SCHOOL after reasonable notice. This restriction shall not prohibit SENDING DISTRICT from engaging in general advertising or other general solicitation not targeted at any such employee, or from hiring or employing such employee who responds to a general advertisement or general solicitation not targeted at any such employee.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed:

**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