

UCPA 2026/2027 School Year Agreement
District: Brecksville-Broadview Heights

THIS AGREEMENT IS MADE by and between UNITED CEREBRAL PALSY ASSOCIATION OF GREATER CLEVELAND, INC., 10011 Euclid Avenue, Cleveland, Ohio 44106, an Ohio not-for-profit corporation ("UCPA"), and BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT, an Ohio public school district ("District"), regarding the education of District resident [REDACTED] ("Student").

WHEREAS UCPA is qualified to provide an alternative placement for Student (as defined herein below) for the 2026 - 2027 school year.

WHEREAS the District desires to engage UCPA, and UCPA desires to be engaged by the District, to provide an alternative placement for Student for the 2026-2027 school year, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises set forth herein and other good and valuable considerations, receipt of which is hereby acknowledged, UCPA and the District agree as follows:

1. TERM: This Agreement shall be effective for a term beginning on August 19, 2026, and ending on August 21, 2027, unless earlier terminated as provided herein. Either party may terminate this Agreement with or without cause upon at least thirty (30) days' prior written notice. Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party that remains uncured for fifteen (15) days after written notice of the breach is provided by the non-breaching party to the breaching party. Upon termination of this Agreement, the District shall pay UCPA for all services performed by UCPA hereunder prior to the date of termination, unless such payment is the subject of a good faith dispute between the parties. Termination shall be in addition to any other remedies that may be available to the parties.
2. PROGRAM: UCPA shall provide all services under the Program (as defined herein below) to Student. The Program shall be developed and implemented in connection with the student to be identified in writing by the District's Director of Special Education ("Student"). UCPA will review and consider Student's Individualized Education Program, as written by the District, in conjunction with UCPA's assessments and Student's needs as identified by UCPA and the District, to develop and implement an individualized program which will include Specially Designed Instruction and related services (the "Program"). Related services may include such services as physical therapy, occupational therapy, speech language therapy, and assistive technology. The Program to be provided by UCPA hereunder shall fully comply with all applicable laws and District policies and procedures (including without limitation all applicable student privacy laws and District policies and procedures requiring a criminal background check). UCPA hereby represents and warrants that any and all providers performing services under the Program shall hold and maintain all applicable licenses/certifications and have the training and experience necessary to perform the services hereunder in a competent and professional manner.

3. PROVIDERS: UCPA's specially designed instruction and related services shall be delivered by some or all of the following staff, in accordance with the Student's identified needs as specified in Paragraph 2 above: Ohio licensed Intervention Specialist (IS), Physical Therapist (PT), Occupational Therapist (OTR/L), Physical Therapy Assistant (PTA), Occupational Therapy Assistant (COTA), Speech and Language Pathologist (SLP), certified Assistive Technology Professional (ATP), Therapeutic/Educational Aide. The parties are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the parties or to impose any liability attributable to such a relationship upon either party. The parties further agree that the providers performing the services hereunder on behalf of UCPA shall not be considered employees of the District for any purpose whatsoever.
4. LOCATION: Services will take place at UCPA, located at 1200 Resource Dr., Brooklyn Heights, OH 44131, unless the parties mutually agree that it is in Student's best interest, based on health concerns or educational needs, to deliver said services via an online platform or offsite. Additionally, in the event that national, state and/or local government officials require or recommend closure of UCPA and/or educational or therapeutic settings in the interest of public health or safety, the services set forth in the Agreement may be delivered, as practicable, virtually via an online platform.
5. SCHEDULE: The Program shall include nine (9) months of school year programming and four (4) weeks of Extended School Year Services ("ESY"), as set forth below:
 - a. School year programming will commence on August 19, 2026, and will conclude on June 3, 2027. Services will be provided Monday through Thursday from 9:00 AM to 3:00 PM and Friday 9:00 AM to 1:00 PM.
 - b. ESY programming will be scheduled for 4 weeks during the summer of 2027. Days and times for ESY services will be determined as mutually agreeable by May 15, 2027.
 - c. Alterations to the days and times identified in 5a and 5b above may be implemented if UCPA determines that an altered schedule is necessary due to Student's medical or educational needs, and Student is available for such an altered schedule.
 - d. Student absences (including but not limited to Student's illness or medical appointments) or unforeseen events that are out of UCPA's control and make it impossible or impracticable to provide services to Student (including but not limited to acts of God or force majeure) will neither be rescheduled nor prorated.

e. Services will not be provided on the following dates:

September 7, 2026 (Monday): Labor Day
October 9, 2026 (Friday): NEOEA Day
October 23, 2026 (Friday): Staff Inservice Day
November 25-27, 2026 (Wednesday-Friday): Thanksgiving Break
December 21, 2026-January 1, 2027: Winter Break (Resumes Mon. Jan. 4th)
January 15, 2027 (Friday): Staff Inservice Day
January 18, 2027 (Monday): MLK Day
February 15, 2027 (Monday): Presidents' Day
March 19, 2027 (Friday): Staff Inservice Day
March 22 - 26, 2027 (Mon-Fri): Spring Break (Resumes Mon March 29th)
April 23, 2027 (Friday): Staff Inservice
May 31, 2027: (Monday) Memorial Day

6. INSURANCE; INDEMNIFICATION: UCPA shall maintain a general liability insurance policy(ies) with limits of not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate and shall cause the District to be named as an additional insured under such policy(ies). The District shall maintain its usual general liability insurance. UCPA agrees to indemnify and hold harmless the District, its board members, officers, employees and agents from and against any and all losses, obligations, liabilities, damages, actions, suits, causes of action, claims, demands, settlements, or judgments (including reasonable attorney fees) that are asserted against, imposed upon or incurred or suffered by the District as a result of, arising out of, or related to any act or omission by UCPA under this Agreement. This paragraph shall survive the expiration or termination of this Agreement.
7. ETR/IEP/PROGRESS: Upon timely request by a District Administrator, UCPA staff shall assist the District in evaluating Student and gathering data for use in Student's Evaluation Team Report ("ETR"), Individualized Education Program ("IEP"), and/or quarterly IEP Progress Reports. Upon timely request by a District Administrator, UCPA shall make a relevant team member(s) available to attend (virtually or in person) and participate in IEP team meetings to draft, discuss, revise or review the IEP or ETR.
8. ASSISTIVE TECHNOLOGY: Throughout the term of this Agreement, the District shall provide UCPA with any and all Assistive Technology equipment identified in Student's IEP or otherwise deemed necessary by the IEP team for Student. Assistive Technology is defined as any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve functional capabilities of a child with a disability. Examples include software, iPad, pencil grips, foot stools, occluders, etc.

9. VISION SERVICES: If Student needs a Teacher of the Visually Impaired (TVI), UCPA shall provide the personnel to deliver the necessary itinerant services for the Student. UCPA shall be held responsible to hire and/or contract with a TVI. If the Student needs a Certified Orientation and Mobility Specialist (COMS), the District shall provide the personnel to deliver the necessary itinerant services for the Student. UCPA shall not be held responsible to hire, compensate, or supervise a COMS for Student.
10. AUDIOLOGY/TEACHER OF THE DEAF: If the Student needs an Audiologist or Teacher of the Deaf, the District shall provide the personnel to deliver the necessary itinerant services for the Student. UCPA shall not be held responsible to hire, compensate, or supervise these providers for Student.
11. NURSING: Nursing services and/or Medication and G/J tube certified staff are available on the premises of 1200 Resource Dr. Brooklyn Heights, OH 44131. If Student needs more dedicated one-on-one nursing services, the District shall provide a nurse to deliver the necessary services for Student.
12. TRANSPORTATION: UCPA is not legally or financially responsible for Student's transportation to the Program, whether services are being delivered on-site or off-site. The District shall make all transportation arrangements in conjunction with Student's family.
13. BILLING: Beginning August 2026, UCPA shall submit monthly invoices for the Program to the District's Director of Special Education on or before the 15th of each month prior to service during the term of this Agreement, as follows:
 - a. The total fee due and payable to UCPA by the District for the school year Program hereunder shall be Eighty-Eight Thousand and Two Hundred Dollars (\$88,200.00). Such school year Program fee shall be invoiced over nine (9) consecutive months, September through May. Each such invoice shall be in the amount of Nine Thousand Eight Hundred Dollars (\$9,800).
 - b. In addition to the school year Program fee, the District shall pay to UCPA a fee in the total amount of Nine Thousand Eight Hundred Dollars (\$9,800) for four (4) weeks of Extended School Year services, if the District elects such services. Such Extended School Year services shall be invoiced to the District on or before May 15th or as otherwise mutually agreed upon by the parties.
 - c. The District shall pay each properly due and payable invoice in full within thirty (30) days after the invoice date. UCPA may restrict or suspend services to the District if payment in full is not made within thirty (30) days after District's receipt of written notice that payment is late, and suspension of service is pending. Any amount that is not paid within thirty (30) days after the invoice date shall be considered "late" and thereafter will bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less.

Invoices will be mailed to the following address:

Cassandra Spangler
Director of Pupil Services
Brecksville-Broadview Heights City School District
6638 Mill Road
Brecksville, OH 44141
spanglerc@bbhcsd.org

14. MISCELLANEOUS: Failure of a party to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be construed as a waiver of such terms, covenants or conditions. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing and signed by both parties. This Agreement shall inure to the benefit of and be binding on the parties and their respective legal representatives, successors, and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other party. This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and representations (written or oral) with respect thereto. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Agreement shall be construed under and in accordance with the laws of the State of Ohio without regard to any such laws relating to choice or conflicts of laws.
15. NOTICES: All notices required to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail or sent by a reputable courier service to the other Party at the address identified for that party herein below.

If to UCPA:

Beth Lucas, President & CEO
United Cerebral Palsy Association of Greater Cleveland, Inc.
Iris S. and Bert L. Wolstein Center
10011 Euclid Avenue
Cleveland, Ohio 44106-4701

If to the District:

Jeffrey D. Harrison, Superintendent
Brecksville – Broadview Heights City
School District
6638 Mill Road
Brecksville, OH 44141

IN WITNESS WHEREOF, the parties have signed this Agreement as of the ____ day of _____ 2026.

UNITED CEREBRAL PALSY ASSOCIATION OF GREATER CLEVELAND, INC.

By: Bleas

Its: President & CEO

DISTRICT: BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT

By: _____

Its: Superintendent/School Representative

FISCAL OFFICER'S CERTIFICATE

The undersigned, as Fiscal Officer for the District, hereby certifies that the amount required to meet the agreements, obligations, payments and estimated costs of the District under the foregoing Agreement has been lawfully appropriated, authorized, or directed for such purposes and is in the Board's treasury or in the process of collection free from any obligation or certificate now outstanding.

, Treasurer