



TES Academy
MASTER EDUCATIONAL PLACEMENT
AND RELATED SERVICES AGREEMENT

This Master Educational Placement and Related Services Agreement (Agreement”) is entered into as of **July 1, 2026** by and between:

Total Education Solutions, Inc. Dba TES Academy (“TES”)
3428 W. Market St.
Fairlawn, OH 44333

And

Board of Education Brecksville-Broadview Heights City Schools (“District”)
6638 Mill Rd.
Brecksville, OH 44141

TES and the District may each be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, TES operates TES Academy, a chartered non-public school approved by the Ohio Department of Education and Workforce (“ODEW”) to provide specialized educational programming for students with disabilities; and

WHEREAS, the District is the District of Residence for students on behalf of whom it may refer or consent to placement of an individual student with disabilities at TES Academy consistent with the District’s obligation to provide free and appropriate public education to students as outlined in an Individualized Education Plan (“IEP”);

WHEREAS, the District may refer or consent to related services being provided to an individual student with disabilities at TES Academy as outlined in the student’s IEP;

WHEREAS, the undersigned signatories on behalf of the District authorize the District’s Superintendent/Special Education Director[s] to consent or make referrals for individual

students to TES Academy, consistent with the student's IEP and the terms and conditions set forth in this Agreement; and,

WHEREAS, the District and TES desire to agree upon a process by which an individual student with disabilities may be placed (through referral or consent) at TES Academy by the District or otherwise participate in specialized education programming at TES Academy as a related service in accordance with an IEP.

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the general process through which the District may place an individual student with disabilities at TES Academy to receive specialized educational programming and/or related services. Pursuant to this Agreement, the District represents to TES Academy that, upon execution of this Agreement, the District's Superintendent/Directors of Special Education are authorized to consent to services or make referrals as appropriate under the student's IEP to TES Academy through the Individual Student Placement Agreement attached hereto as Appendix A.

2. DEFINITIONS

- A. **EVALUATION TEAM REPORT ("ETR").** A written report by a group of professionals and the parent of student that determines whether the child is a child with a disability as defined in O.A.C. 3301-51-01 and pursuant to O.A.C. 3301-51-01(G)(2).

- B. **BEHAVIORAL INTERVENTION PLAN ("BIP").** A term referring to a comprehensive plan for managing a student's problem behavior by changing or removing contextual factors that trigger or maintain it, by strengthening replacement skills, teaching new skills and by providing positive behavior intervention and supports and services to address behavior. (O.A.C. 3301-35-15(A)(2)).

- C. **FREE & APPROPRIATE PUBLIC EDUCATION ("FAPE").** A term referring to special education and related services that are provided at public expense, under supervision and direction the District, and without charge, meets the standards of the Ohio Department of Education and Workforce and its Operating Standards for the Education of Children with Disabilities, and are provided in conformity with an IEP that meets the requirements of rule 3301-51-07 of the Administrative Code for individualized educational programs. (O.A.C. 3301-51-01(B)(26)).

- D. **FUNCTIONAL BEHAVIOR ASSESSMENT (“FBA”).** An FBA is a school-based process for students with disabilities and students without disabilities that includes the parent and, as appropriate, the child, to determine why a child engages in challenging behaviors and how the behavior relates to the child's environment. Consent from the parent and, as appropriate, the child, is to be obtained at the initial functional behavior assessment. (O.A.C. 3301-35-15(A)(5)).

- E. **IDEA.** The Individuals with Disabilities Education Act, Part B (20 U.S.C. §1400, et seq.1990), as amended in the Individuals with Disabilities Education Improvement Act of 2004, Pub. L. No. 108-446, 20 U.S.C. § 1400 et seq. (2004). (“IDEA/IDEIA”).

- F. **IEP.** The Individualized Education Program (“IEP”), a written statement for a child with a disability that is developed, reviewed, and revised in accordance with O.A.C. 3301-51-07. (O.A.C. 3301-51-01(B)(32)).

- G. **INDEPENDENT EDUCATIONAL EVALUATION (“IEE”).** A term referring to an evaluation conducted by a qualified examiner who is not employed by the educational agency responsible for the education of the child in question. (O.A.C. 3301-51-05(G)(1)(c)(i)).

- H. **RELATED SERVICES.** A term that refers to transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services also include school health services and school nurse services, social work services in schools, and parent counseling and training. (O.A.C. 3301-51-01(B)(56)).

3. TERM

This Agreement shall take effect upon execution by an authorized representative of each Party and will continue until **June 30** of the academic year in which this Agreement is executed (the “Term”), which may be modified by the Individual Student Placement Agreement. TES Academy and the District may provide notice of an intent not to renew the Agreement by providing written notice to the other Parties within thirty (30) days before expiration of the Term. Absent written notice of intent to terminate, this Agreement shall automatically renew for successive one (1) year terms thereafter.

4. STUDENT PLACEMENT PROCESS

Placement by the District of a student with a disability at TES Academy for educational and related services shall occur only after:

1. The District (and IEP Team) determine permanent placement for educational and related services at TES Academy will provide the student a FAPE
2. TES Academy, after the opportunity to meet with and observe the student, review of the student's IEP, ETR, IEE, FBA, and/or BIP for the current and prior school year, confirms its ability to meet the student's needs under the IEP; and,
3. The Parties shall execute a Student Placement Agreement specific to each individual student in a form substantially similar to Appendix A.

5. DISTRICT RESPONSIBILITIES

The District acknowledges and agrees it retains responsibility for all of the following items as to each student the District places at TES Academy through the IEP Team process during the term of this Agreement:

- a. Ensuring the District fully complies with IDEA/IDEIA and Ohio compliance with IDEA and Ohio's Operating Standards governing Education of Students with Special Needs (O.A.C. Chapter 3301) and O.R.C. Chapter 3323. The District's legal obligations are not (nor shall they be interpreted as) a transfer, assignment, or delegation of legal responsibility to TES;
- b. Timely scheduling, securing parent/guardian consent, and conducting Evaluation Team Report ("ETR") evaluations and reevaluations;
- c. Timely scheduling, convening, and finalizing each ETR with the District's ETR Team;
- d. Timely scheduling, securing parent/guardian consent, and conducting an IEP Team meeting at the request of TES. For any IEP team meetings that TES conducts, as described in Section 7, below, the District shall be responsible for issuing PR-01s, Parent/Guardian Consents, Referrals, and all other documentation as required under Federal, State, or local law;
- e. Timely scheduling, convening, and finalizing each IEP (including any amendments thereto with the District's IEP Team);

- f. Timely securing parent/guardian consent for a TES Academy teacher of the student to participate in IEP Team meetings for the student;
- g. Timely notify and communicate IEP Team decisions or requests for data, progress notes, or other information to TES Academy so as to allow TES Academy adequate time to respond;
- h. Ensuring that all information in the District's possession and reasonably available to the District that is material to understanding the student's educational needs, behaviors, and related history as contained in the ETR, IEP, FBA, BIP, or IEE is provided to TES Academy in writing upon referral of the student for educational services;
- i. Securing associated parent/guardian consent for the District to timely provide all student information, educational records, and behavioral evaluations and disciplinary records to TES Academy;
- j. Preparing and delivering all PR-01 notices IDEA/IDEIA and Ohio law requires;
- k. Disclosing any agreements entered into by the District with any other party pertaining to a student, including with the Parent(s)/Guardian(s), state agencies, or otherwise, which pertain to funding arrangements or any other matters to TES Academy in writing prior to the placement of the student at TES Academy or at the time any such agreements are made if during the time of placement, by delivery of a copy of any such agreements to TES Academy;
- l. Should TES notify the District that TES Academy can no longer safely meet a student's needs under a specific Student Placement Agreement executed in relation to this Agreement, the District shall immediately convene the IEP Team for a meeting to implement the student's transition to a different placement. At the time of notification to the District, TES Academy retains the right to deny entry to its facilities for emergency safety reasons and shall not be responsible for any costs, expenses, or attorney fees arising from due process claims by the student or his/her parent/guardian;
- m. The District remains legally responsible for any and all student and parent/guardian Special Education Complaint (including appeals) filed with the Ohio Department of Education and Workforce's Office for Exceptional Children relating to a student enrolled at TES Academy under this Agreement and related Student Placement Agreement;

- n. The District remains legally responsible for any and all student and parent/guardian Due Process Complaint (including appeals) filed with the Ohio Department of Education and Workforce's Office for Exceptional Children relating to a student enrolled at TES Academy under this Agreement and related Student Placement Agreement;
- o. The District agrees to reimburse TES for any and all costs, expenses, expert fees, and attorneys' fees TES or TES Academy incurs in defending any Special Education Complaint or Due Process Complaint (including the original action and any related administrative or court appeals) relating to a student enrolled at TES Academy under this Agreement and related Student Placement Agreement; and
- p. To maintain adequate funding for all contractual obligations made through this Agreement and each Student Placement Agreement executed by the Parties.

6. TES RESPONSIBILITIES

In addition to Sections 7-9 of this Agreement, TES acknowledges and agrees it retains responsibility for all of the following items as to each student the District places at TES Academy through the IEP Team process during the term of this Agreement:

- a. Collecting and, upon request, sharing progress data with the District ;
- b. Providing the District access to a student's educational records related to the placement, including, without limitation, the student's attendance records, academic and other progress reports, clinical and other service reports, evaluation data, and IEP implementation data, including but not limited to, service delivery logs and significant event notifications, including incident reports;
- c. Pursuant to Ohio Admin. Code § 3301-51.07(J)(2)-(3) (the "Regulation"), the District hereby consents and authorizes TES to initiate and conduct IEP team meetings for the purposes of Evaluation Team Report ("ETR") evaluations and reevaluations;
- d. Pursuant to the Regulation, the District hereby consents and authorizes TES to initiate and conduct IEP team meetings for the purposes of finalizing each ETR with the District's ETR Team;
- e. Pursuant to the Regulation, the District hereby consents and authorizes TES to initiate and conduct team meetings, as appropriate under the student's IEP;

- f. Pursuant to the Regulation, the District hereby consents and authorizes TES to initiate and conduct IEP team meetings for the purposes of conducting FBA evaluations;
- g. Pursuant to the Regulation, the District hereby consents and authorizes TES to initiate and conduct IEP team meetings for the purposes of finalizing each BIP (utilizing the FBA) with the District's IEP Team;
- h. Pursuant to the Regulation, the District hereby consents and authorizes TES to initiate and conduct IEP team meetings for the purposes of holding a manifestation determination meeting where applicable with invitation to a TES Academy representative who will provide appropriate information regarding the circumstances under which the meeting has been convened;
- i. Use best efforts in providing services to District students;
- j. Upon request by the District, TES may contract with related service providers to perform evaluations for a student's ETR. Additional fees, based on hourly rates, will apply and be billed by TES to the District for reimbursement, pursuant to Appendix A.

For the avoidance of doubt, although the District consents to TES Academy initiating and conducting the above-described IEP team meetings, it shall remain the District's ultimate responsibility to ensure compliance with the Regulation and the IDEA, to issue the PR01s for those meetings, and to ensure that the student is, at all times, provided with FAPE.

7. STUDENT DATA PRIVACY

TES agrees to comply with all applicable federal, state, and local laws that govern student confidentiality and data privacy with respect to District students enrolled under this Agreement. Without limiting its ability to comply with applicable law and meet its contractual obligations under this Agreement, TES shall use best efforts to:

- a. Maintain confidentiality of student records;
- b. Use student data only for educational purposes;
- c. Protect data through reasonable security measures; and
- d. Promptly report any suspected data breach to the District.

8. PROFESSIONAL QUALIFICATIONS

TES shall ensure that all educational and therapeutic TES Academy teachers and staff maintain appropriate licensure and credentials as required by:

- a. The Ohio Department of Education and Workforce (“ODEW”)
- b. The Ohio Board of Occupational, Physical and Athletic Trainers (“OTPTAT”)
- c. The American Speech-Language-Hearing Association (“ASHA”)
- d. The Behavior Analyst Certification Board (“BACB”)
- e. The Ohio Board of Psychology (“OBP”)

9. BACKGROUND CHECK REQUIREMENTS

TES shall ensure that all personnel assigned to work with the District enrolled students have completed required background checks in accordance with Ohio law, including:

- a. Ohio Attorney General’s Bureau of Criminal Investigation (“BCI”) Background Check
- b. Federal Bureau of Investigation (“FBI”) Background Check
- c. Continuous monitoring through the Rapback system

10. PROVIDER ABSENCE AND SERVICE CONTINUITY

TES shall make reasonable efforts to maintain continuity of services and shall notify the District of any significant service interruptions (i.e., 10 or more continuous school days). In the event of short or long-term staffing absences, TES shall take reasonable steps to maintain continuity of services, including but not limited to providing substitute coverage or adjusting scheduling to maintain services.

11. TUITION OBLIGATION AND OTHER PAYMENTS

- A. The District shall pay TES as provided herein; such payment obligation shall be absolute and not subject to appropriation or other means of recoupment, subject to Section 12, subsection B herein.
- B. TES shall render invoices on a regular monthly basis. If a student is discharged prior to the conclusion of a period for which the District has paid in advance, TES shall provide the District a pro-rated credit or refund.

- C. The tuition to be charged by TES for the basic program shall be set annually by TES. The tuition for each Student Placement Agreement shall be set forth in a form substantially similar to **Appendix A** for each student based on the specific contracted for services.
- D. The District shall pay invoices rendered by TES within thirty (30) days after receipt of invoice. In the event that the District fails to make payment within thirty (30) days after receipt of invoice, the District shall pay interest on the amount outstanding from the date of invoice. Nothing contained herein shall be deemed to excuse or restrict TES's ability to terminate a student's enrollment in TES should any amount remain unpaid as per the terms of Section 17, below.
- E. Whenever the District has entered into any agreement with any other party to fund any portion of the price of services provided by TES to a student under a Student Placement Agreement, the District shall, nonetheless be responsible for funding the full price and shall promptly pay to TES, upon receipt of TES's invoice, any amount related to the price which is not paid by such other party or agency, and any cost or expenses incurred by TES in attempting to collect such amounts.
- G. The District acknowledges that TES Academy allocates staffing, classroom resources, and programming based on the student's placement. Therefore, tuition shall be owed for all scheduled school days during the student's placement, regardless of student attendance, at the then currently contracted tuition rate agreed upon by the Parties. This includes days during which the student is absent or educational services are not provided for reasons including but not limited to:
- Student illness;
 - Family vacations or personal absences;
 - Transportation issues;
 - Snow days or unplanned school closures;
 - Student refusal to attend;
 - District scheduling issues; or
 - Professional development/in-service days.

Tuition shall not be reduced due to student absences except in the case of mutually agreed upon student withdrawal or termination of the student's placement.

The District shall be responsible for any costs or expenses incurred or to be incurred by TES in connection with the enforcement of this Agreement or the collection of amounts which are due to TES hereunder.

12. ADDITIONAL STAFFING OR PROGRAM SUPPORT REQUIREMENTS

TES Academy programs and staffing models are designed based on the needs identified in the student's IEP at the time of placement.

If, during the course of the student's enrollment, TES Academy determines that the student requires additional staffing, behavioral support, or specialized services beyond those initially agreed upon, TES Academy shall notify the District and request an IEP Team meeting to review the student's needs.

Additional supports may include, but are not limited to:

- a. Additional classroom support staff;
- b. Increased behavioral support;
- c. Additional therapeutic services; and
- d. Program modifications to maintain student or staff safety.

If the IEP team determines that additional supports are necessary for the student to safely and effectively participate in the TES Academy program, the District agrees to collaborate with TES Academy to:

- a. Amend the student's IEP as appropriate; and
- b. Adjust the student's placement agreement and tuition to reflect any additional services or staffing required.

If the District (or IEP Team) decline to approve necessary additional supports and TES Academy determines that the student's needs cannot be safely or appropriately met within the existing program structure, TES Academy reserves the right to discharge the student pursuant to Section 17, below. The Parties agree to work collaboratively and in good faith to ensure continuity of services while maintaining a safe and effective learning environment.

13. EMERGENCY SAFETY AND CRISIS RESPONSE

TES Academy maintains safety procedures and crisis intervention protocols consistent with applicable educational and safety standards.

If a student requires emergency intervention to ensure the safety of the student or others, TES Academy staff may implement appropriate crisis intervention procedures in accordance with TES Academy policies and applicable law.

TES Academy shall notify the District of any significant behavioral or safety changes involving the student.

14. TRANSPORTATION RESPONSIBILITY

Unless otherwise agreed in writing, the District shall be responsible for arranging and funding transportation for students placed at TES Academy.

15. USE OF ARTIFICIAL INTELLIGENCE (AI)

TES may use generative artificial intelligence (“AI”) programs as professional support tools to assist with administrative, organizational, or analytical tasks. AI is not used as a replacement for professional judgment, decision-making, evaluation, or recommendations. All services remain under TES’s direct oversight and responsibility. Final work product is reviewed and approved by qualified TES personnel, who retain full accountability for their content. TES uses only AI tools that comply with applicable federal and state laws, including FERPA and HIPAA, and protects the confidentiality and privacy of student information in accordance with the District’s applicable policy.

16. INSURANCE

TES shall maintain:

- Commercial General Liability Insurance with at least the following policy limits:
 - o \$1,000,000 per occurrence
 - o \$3,000,000 aggregate
- Workers’ Compensation Insurance in accordance with Ohio law. Unemployment Insurance in accordance with Ohio law.

17. DISCHARGE AND TERMINATION

TES agrees to use its best efforts to maintain a student’s placement. TES Academy may discharge a student under any of the following conditions:

- a. By mutual agreement of TES Academy, the District, and the Parent(s)/Guardian(s), or other person(s) with legal responsibility for the student (i.e., the District’s IEP Team);

- b. If the student has reached 22 years of age or completed the Program. Where requested by the District, TES may provide services to students after age 22 or after they have completed the program, but TES will require a separate written agreement satisfactory to TES with a financially responsible person or agency regarding funding for the student at TES Academy;
- c. Any invoice from TES Academy for services provided to the student remains unpaid for thirty (30) calendar days after the date that payment is due pursuant to the invoice, provided that ten (10) business days have elapsed after TES Academy has sent notice of non-payment to the District;
- d. IEP does not accurately describe the student, in that the student requires a level of staff, services, or support services beyond those regularly provided in TES Academy's program, and the measures provided in Section 13 are unsuccessful in resolving the issue; the student presents a clear and present threat to the health and safety of the student or others; or some other situation exists which makes it inappropriate for the student to remain enrolled at TES Academy; or,
- e. The District has failed to comply with the provisions of this Agreement or one of the related Student Placement Agreements executed by the Parties.

The District may terminate a student's enrollment at TES Academy at any time, upon written notice, if the IEP Team determines TES Academy is no longer able to service a particular student, or decides to place the student elsewhere.

If TES Academy discharges the student, or the District terminates a student's enrollment, tuition will terminate as of the last scheduled day for the student to attend TES Academy.

A student's absence from TES Academy shall not constitute a termination of the student's enrollment nor reduce any amount which the District is obligated to pay hereunder without TES Academy's prior written consent thereto. The District shall receive notice of the student's absence in excess of 10 consecutive days for purposes of convening an IEP Team meeting.

The District acknowledges and agrees that upon receipt of the notice for termination under this Section 17, the District will take responsibility for the child and work with the IEP team to identify a successor placement. The Parties shall collaborate to the extent possible in arranging an appropriate transition plan consistent with the student's IEP to minimize the disruptive effects on the student.

Planned Termination Procedure

Except in emergency cases, TES Academy shall notify the District of the need for an IEP team meeting. The District shall arrange such meeting and provide to all parties including the Parent(s)/Guardian(s) and if appropriate, the student, seven (7) days' notice of this in advance of the intended date of the meeting.

The meeting shall be held for the purpose of planning and developing a written termination plan for the student. The plan shall describe the student's specific program needs, the short and long-term educational goals of the program, consider further evaluations, and recommendations for follow-up and/or transitional services.

TES Academy shall thoroughly explain termination procedures to the student, the Parent(s)/Guardian(s), and the District. The written termination plan shall be implemented in no less than thirty (30) days unless all parties agree to an earlier termination date.

Emergency Termination

In the case of an emergency termination, the Parties agree that TES Academy may discharge the student if it determines that there is substantial risk of harm, which includes:

- Serious injury of the student themselves, another student, or a staff member as defined as requiring emergency medical attention or hospitalization;
- Criminal activity on the part of a student;
- Repeated acts of violence against peers and staff where the student's behaviors have not changed as a result of programmatic modifications;
- Severe bullying that escalates into physical danger; or
- Possession or a serious and substantial threat of the use of any weapon.

TES Academy shall not terminate the placement of any student, even in emergency circumstances, until the District is informed and schedules an emergency IEP Team meeting.

Pursuant to the Regulation, if TES Academy initiates a termination of placement under this Section 17 and in compliance with the processes herein, the District hereby consents and agrees to and waives any objection to the change in placement, shall issue a Written Notice indicating a change in placement, and shall be solely responsible for identifying a successor placement.

18. INDEMNIFICATION

To the extent permitted by Ohio law, each Party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, employees, agents, and representatives ("Indemnified Party") from and against any and all claims, liabilities, damages, losses, costs, or expenses, including reasonable attorneys' fees, arising out of or resulting from:

1. The negligent acts or omissions of the Indemnifying Party or its employees, contractors, or agents in connection with the performance of this Agreement;
2. Any breach of this Agreement by the Indemnifying Party; or
3. Any failure of the Indemnifying Party to comply with applicable federal, state, or local laws, regulations, or licensing requirements.

The District specifically acknowledges that TES Academy provides services consistent with the student's IEP. Accordingly, the District shall indemnify and hold harmless TES from claims arising from:

- The District's development or approval of the student's IEP;
- Transportation services arranged or provided by the District; or
- Decisions regarding student placement made by the District through the IEP process.

Further, TES Academy shall not be liable for failure to comply with the terms of this Agreement if such non-compliance is due to circumstances beyond its control. If damages are sustained by TES Academy due to any act or omission for which the District is responsible, the District shall allow and make payment to TES Academy of the amount of such damages sustained by TES Academy.

Nothing in this section shall be construed to waive any statutory immunity or limitations of liability available to a public school district under applicable law.

The obligations contained in this section shall survive termination of this Agreement.

19. DISPUTE RESOLUTION AND ARBITRATION

The Parties agree to attempt to resolve any dispute arising out of or relating to this Agreement (or individual Student Placement Agreement) through good faith negotiations prior to initiating formal legal proceedings.

If the Parties are unable to resolve the dispute through negotiation, the Parties agree to participate in non-binding mediation conducted by a mutually agreed mediator located in the State of Ohio.

If mediation does not resolve the dispute, the matter shall be submitted to binding arbitration administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, unless the Parties agree otherwise. The arbitration shall take place in Summit County, Ohio, and shall be conducted by a single arbitrator knowledgeable in contract law.

The arbitrator shall have the authority to award appropriate remedies consistent with applicable law, which shall not include any punitive damages, liquidated damages, or tort damages. Judgment on the arbitration award may be entered in any court having jurisdiction. Each Party shall bear its own attorneys’ fees and costs associated with arbitration unless otherwise determined by the arbitrator.

Nothing in this section shall prevent either Party from seeking temporary injunctive or equitable relief in a court of competent jurisdiction to prevent immediate harm.

20. NON-DISCRIMINATION

In accordance with the applicable state and federal law, TES Academy does not discriminate against any student, parent, or guardian, on the basis of any characteristic protected by law, including but not limited to: sex, marital status, pregnancy, disability, ancestry, national origin, race, color, or religion, or any other characteristic protected by law.

21. GOVERNING LAW, FORUM

This Agreement shall be governed by the laws of the State of Ohio, and the Parties irrevocably submit to the jurisdiction of the state and federal courts of Ohio over any suit, action, or proceeding arising out of or relating to this Agreement.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding educational placements at TES Academy and may be modified only in a writing signed by all Parties. This Agreement merges and supersedes all prior and contemporaneous oral and written understandings between the Parties regarding the matters within its scope. There have been no representations or warranties made by any Party other than the representations and warranties contained herein, and any current or prior understanding, statement,

representation, promise, or agreement, oral or written, including, without limitation, renderings, representations contained in brochures, advertising, or promotional materials, and oral statements of TES Academy employees or representatives, not specifically expressed and included in this Agreement is void and shall not be binding upon or enforceable against any Party. No failure or delay on the part of TES in exercising any right, power, or remedy under this Agreement shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any such right preclude TES from fully enforcing its rights at any time.

23. ASSIGNMENT

This Agreement shall inure to the benefit of and be enforceable by any successors or assigns of TES, including any entity with which, or into which, TES may be merged, or which may succeed to TES's assets or business.

24. SEVERABILITY

If any provision(s) of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, any such provision(s) shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In that event, the remainder of this Agreement shall thereafter be construed and enforced as if such illegal, invalid, or unenforceable provision(s) had never comprised a part hereof. In such case, the remaining provision(s) of this Agreement shall continue in full force and effect and shall not be affected by any such illegal, invalid, or unenforceable provision(s).

INVOICE INFORMATION:

To: _____

Title: _____

Email: _____

Phone: _____

SIGNATURES:

**TOTAL EDUCATION SOLUTIONS, INC.
dba TES Academy**

By: *Tawnia Novak* _____

Tawnia Novak
Director & Co-Owner

Date: 04/22/26 _____

Brecksville-Broadview Heights City Schools

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A
STUDENT PLACEMENT AGREEMENT
(██████████ AT TES ACADEMY)

This Student Placement Agreement (“Agreement”) is entered into as of **July 1, 2026** by and between the **Brecksville-Broadview Heights City Schools** Board of Education (“District” or “the District”) whose address is **6638 Mill Rd., Brecksville, Ohio 44203**, Total Education Solutions, Inc. dba TES Academy (“TES”) whose address is **3428 W. Market Street, Fairlawn, Ohio 44333** for placement of District of Resident student ██████████ at TES Academy (“Student”) as set forth herein.

WHEREAS, the District and TES entered into a Master Educational Placement and Related Services Agreement (“MEPRS Agreement”) effective **July 1, 2026**; and

WHEREAS, the District, through its IEP Team for the Student, decided to place the Student at TES Academy to ensure the Student receives a FAPE pursuant to applicable federal and state laws.

NOW, THEREFORE, the Parties agree as follows:

1. **INCORPORATION OF MEPRS AGREEMENT.** All terms in the Parties’ MEPRS Agreement have been incorporated into this Agreement as if restated. This Agreement constitutes an amendment to the MEPRS Agreement as to the Student.
2. **PLACEMENT AT TES ACADEMY.** The District’s IEP Team for the Student determined TES Academy as the appropriate FAPE placement for the Student contingent on:
 - a. The District has provided TES with the Student’s full academic, disciplinary, and special education file, with priority given to the current and prior ETR, IEP, progress notes, data collection, PR-01’s, and where applicable FBA, BIP, and IEE.
 - b. TES has notified the District that TES Academy can provide educational and related services required by the IEP, as well as any identified behavioral interventions.
 - c. Where TES accepts the District student for placement under this Agreement, the Student shall begin attending TES Academy on **July 1, 2026**.
 - d. This Agreement shall end on **June 30, 2027**.

- e. Should the Parties agree to continue this Student's placement at TES Academy in the following School Year, a new Student Placement Agreement must be executed by the Parties, reflecting any increases in TES Academy tuition or costs.

3. TUITION AND RELATED SERVICE COSTS.

2026-2027 School Year

Item	Cost
Tuition at TES Academy	\$91,876.00
Additional Fees for Requested Services pursuant to MEPRS Agreement Section 7(i)	<ul style="list-style-type: none"> • Speech Language: \$150.00 per hour • Occupational Therapy: \$150.00 per hour • Physical Therapy: \$150.00 per hour • Board Certified Behavior Analyst: \$160.00 per hour • Clinical Psychologist: \$200.00 per hour • School Psychologist: \$180.00 per hour

As the District may place a student at TES Academy at any time during the 2026-2027 School Year, TES will determine the tuition owed for the Student attending the full (or where applicable, prorated for the remainder of the) 2026-2027 School Year and set up monthly invoices on the calculated tuition amount. Pursuant to Section 11 of the MEPRS Agreement, payment is due within thirty (30) days of receipt with interest accruing where late.

Monthly billing by TES will also include reimbursement for any additional fees due under MEPRS Agreement Section 7(i).

SIGNATURES:

**TOTAL EDUCATION SOLUTIONS, INC.
dba TES Academy**

By: Tawnia Novak
Tawnia Novak
Director & Co-Owner

Date: 04/22/26

Brecksville-Broadview Heights City Schools

By: _____

Name: _____

Title: _____

Date: _____