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CLEVELAND CLINIC LERNER SCHOOL FOR AUTISM

Cleveland Clinic Children's Hospital for Rehabilitation

2026–2027 School Tuition Agreement with School System

Brecksville-Broadview Heights SCHOOL DISTRICT

This School Tuition Agreement ("AGREEMENT") dated this 05/13/2026, is between Brecksville-Broadview Heights School District Board of Education in the State of Ohio ("SENDING DISTRICT") and Cleveland Clinic Children's Hospital for Rehabilitation, on behalf of its Lerner School for Autism, a non-public school for children with autism spectrum and related disorders located in the State of Ohio ("NON-PUBLIC SCHOOL").

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], resident pupil ("PUPIL") from the SENDING DISTRICT. The NON-PUBLIC SCHOOL agrees to provide SERVICES to the PUPIL during the 2026–2027 school year, inclusive of the summer of 2027, 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 08/17/2026 (the "EFFECTIVE DATE") and shall continue in full force and effect until July 30, 2027, 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 tuition for the term of this AGREEMENT of One Hundred Thousand Eight Hundred Dollars ($100,800.00). Payments may be made according to one of the following payment options; **one option must be selected**

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- Click "**CONTINUE**" to begin the signing process or click "**OTHER ACTIONS**" for additional options.
- Click the start tag on the left to begin the signing process. You will be driven to the first field that requires your action. You can click "**SIGN**" to apply a signature or type into text fields as needed.
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below:

☐ **OPTION 1:**
One (1) payment in the amount of Ninety-Eight Thousand Seven Hundred Eighty-Four Dollars ($98,784.00), which must be paid by check and is due NO LATER than August 17, 2026. This amount represents a discount of two percent (2.0%) from the tuition charges for the term of this AGREEMENT. If payment is not received in full by August 17, 2026, then SENDING DISTRICT will make payments in accordance with Option 2 below. Notwithstanding the foregoing, if the PUPIL does not enroll at the start of the 2026–2027 school year term, tuition charges will be calculated and due for payment as described in Section 3(C).

☐ **OPTION 2:**
Twelve (12) monthly payments each in the amount of Eight Thousand Four Hundred Dollars ($8,400.00) which shall be due NO LATER than the first (1st) day of each month, with the first payment due on August 1, 2026 and the final payment due on July 1, 2027. Notwithstanding the foregoing, if the PUPIL does not enroll at the start of the 2026–2027 school year term, tuition rates will be calculated and due for payment as described in Section 3(C).

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 multifactored 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 2026–2027 school year term, tuition charges shall be calculated 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.

In the event that the PUPIL does not enroll at the start of the 2026–2027 school year term and if payment is made according to Option 1 as outlined in Section 3(A), the tuition payment is due no later than thirty (30) days after the PUPIL's scheduled start date. In the event that the PUPIL does not enroll at the start of the 2026–2027 school year term and if payment is made according to Option 2 as outlined in Section 3(A), 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:

CCF Accounts Receivable
P.O. Box 931760
Cleveland, Ohio 44193

If payments are sixty (60) days or more past due, beginning with the following calendar month, the NON-PUBLIC SCHOOL shall have the right to immediately suspend SERVICES, release the PUPIL from the NON-PUBLIC SCHOOL, and terminate this AGREEMENT immediately. NON-PUBLIC SCHOOL shall forward unpaid balances to a collection agency. 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. All medications, if needed, must be received by the NON-PUBLIC SCHOOL prior to the PUPIL's scheduled start date.

7. Either party may terminate this AGREEMENT for any reason by providing at least thirty (30) days' prior written notice to the other party.

- However, if the SENDING DISTRICT does not provide at least thirty (30) days' prior written notice, the NON-PUBLIC SCHOOL will charge the SENDING DISTRICT an amount based upon a termination date set at thirty (30) days after SENDING DISTRICT's actual notice date. The amount shall be calculated as follows:
  1. If the PUPIL's termination date as determined by this Section 7 is on or between the first (1st) and fifteenth (15th) day of the month, SENDING DISTRICT shall be charged, and shall be responsible for payment of, fifty percent (50%) of the monthly tuition rate for the final month.
  2. If the PUPIL's termination date as determined by this Section 7 is on or between the sixteenth (16th) day of the month and the final day of the month, SENDING DISTRICT shall be charged, and be responsible for payment of, the full monthly tuition rate for the final month.

- However, if the NON-PUBLIC SCHOOL does not provide at least 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. If there is a violation of the attendance requirements as outlined in the Parent Handbook or as otherwise communicated by the NON-PUBLIC SCHOOL, the NON-PUBLIC SCHOOL reserves the right to terminate this AGREEMENT.

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 and Workforce 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

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.

G. Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by an act of any federal, state or local governmental authority, act of God, strike, riot, fire, flood, lightning, electrical power failure, natural disaster, or other similar cause beyond its control. However, notwithstanding the foregoing, this Sub-Section 17(G) shall not apply to the financial obligation of SENDING DISTRICT to pay NON-PUBLIC SCHOOL for amounts due for services provided hereunder. Each party shall immediately provide written notice to the other of any such condition. Either party may terminate this AGREEMENT due to such condition if such force majeure continues for a period of thirty (30) days or longer.

H. SENDING DISTRICT attests that it has obtained the necessary consent and authorization from the PUPIL's parent(s)/legal guardian(s) to enroll PUPIL in the NON-PUBLIC SCHOOL and to share information with the NON-PUBLIC SCHOOL about the PUPIL as needed related to the PUPIL's education and/or placement.

I. The parties agree that an electronic signature hereto shall be deemed to have the same legal effect and enforceability as a written signature.

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

CLEVELAND CLINIC CHILDREN'S HOSPITAL FOR REHABILITATION

_____
Hospital Administrator/Hospital Director

_____
Date

SENDING DISTRICT

_____
Authorized Signatory

_____
Date

_____
Job Title

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