

**STRONGSVILLE BOARD OF EDUCATION MEETING
APRIL 4, 2019
REGULAR MEETING – WORK SESSION**

The Regular Meeting of the Strongsville Board of Education Work Session and any other items germane to the Board of Education was called to order at 7:00 p.m. on Thursday, April 4, 2019, at the **Administration Building, Meeting Room, 18199 Cook Avenue, Strongsville, Ohio**, by President, Carl W. Naso.

All members of the Board and media were notified of this meeting in compliance with Section 121.22 O.R.C., effective November 28, 1975.

The following Board Members answered Roll Call: Colonel Evans, Mr. Grozan, Mrs. Ludwig, Mr. Micko, and Mr. Naso.

Others present were: Dr. Cameron Ryba, Superintendent; Mr. George Anagnostou, Treasurer; and Ms. Jenni Pelko.

This meeting was videotaped and is part of the official minutes.

PLEDGE OF ALLEGIANCE

DISTRICT GOALS

The Board has three stated goals; Student Achievement and Growth, Financial Prudence, and Community Engagement. All decisions made at Board Meetings support these three goals.

PUBLIC COMMENT

None.

TREASURER’S REPORT

*A. Ticket Roar Ticketing and Registration Platform

Resolution 19-04-01

Be it resolved upon the recommendation of the Treasurer that the Strongsville Board of Education enters into a contract with Ticket Roar for ticketing services and on-line ticket management per the terms of the agreement found in the Exhibit.

(Exhibit A)

SUPERINTENDENT’S REPORT

A. DISCUSSION ITEM

Before introducing Mr. Andy Hire, Fine Arts Division Chair, Dr. Ryba shared background regarding Mr. Hire’s idea to introduce 4th grade students to the high school band and orchestra programs prior to making instrumental music decisions in the 5th grade. This is the third year for introducing instruments in this way. Dr. Ryba complimented the entire music program for their phenomenal accomplishments.

SUPERINTENDENT’S REPORT (continued)

A. DISCUSSION ITEM (continued)

1. Arts Update – Andy Hire, Fine Arts Division Chair

Mr. Andy Hire gave an overview of the course offerings for the music program. General Music instruction occurs in each elementary school in grades K-5 to every student. Instrumental and Vocal Music are “Comprehensive” programs from grades 5-12 for instrumental and 4-12 for vocal. These programs are performance based.

Mr. Hire then shared highlights on the performing portion of the music program including band, orchestra, and choir and the positive impact music has on students.

The new grand piano is beautiful and being well used. To date, approximately \$27,000 has been raised towards the cost of the piano and there are some fund-raising events not yet finalized.

B. STUDENT SERVICES

*1. Cleveland Clinic Children’s Hospital for Rehabilitation (001-General Fund)

Resolution 19-04-02

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into an agreement with Cleveland Clinic Children’s Hospital for Rehabilitation, on behalf of its Lerner School for Autism, for a student with disabilities from April 8, 2019 until August 9, 2019, at a cost of \$28,243.24.

(Exhibit B)

C. HUMAN RESOURCES

*1. Resignation – Leadership (001-General Fund)

Resolution 19-04-03

Be it resolved upon the recommendation of the Superintendent that the following leadership resignation be accepted effective April 5, 2019:

Carol Lake, Assistant Treasurer, assigned to the Treasurer’s Office.

CONSENT CALENDAR

19-04-04 Moved by Col Evans to approve the Consent Calendar, seconded by Mr. Micko and approved on a roll call vote as follows:

Col. Evans, yes; Mr. Micko, yes; Mr. Grozan, yes;
Mrs. Ludwig, yes; Mr. Naso, yes.
Motion carried 5-0

BOARD OF EDUCATION / OTHER

The next Rockin at Rec dance is scheduled for April 12th at the Middle School, and the DARE dance will be held at Michaud’s on April 26th from 6:00 to 9:00.

School funding simulations were released. Strongsville received \$0. The Board and Administration will continue to work with our representatives. Only four districts within Cuyahoga County did not receive any financial help and Strongsville was one of them. Discussion was had.

Ohio Flags of Honor will be on the Strongsville Town Square May 31st – June 2nd. The opening ceremony begins at 6:00 p.m. It is a very moving ceremony, sponsored by VFW Post 3345.

Saturday, citizens and staff will spread the word about Issue 4 by walking the neighborhoods distributing informational pamphlets. All are welcome to join.

On April 13th, in advance of the “neighborhood walk”, Mr. Micko is hosting a donut/coffee talk from 10:00 to noon at his house to answer questions. Please contact Mr. Micko at 440-238-9988 or rmicko@scsmustangs.org.

EXECUTIVE SESSION

No Executive Session.

ADJOURNMENT

19-04-05 Moved by Mr. Grozan to adjourn the Strongsville Board of Education Regular Work Session, seconded by Mr. Micko and approved on a roll call vote as follows:

Mr. Grozan, yes; Mr. Micko, yes; Col. Evans, yes;
Mrs. Ludwig, yes; Mr. Naso, yes.
Motion carried 5-0

Meeting adjourned at 7:42 p.m.

Carl W. Naso, President

George K. Anagnostou, Treasurer

This Ticketing Services Agreement (this "Agreement") is entered into this 4th day of April, 2019 ("Effective Date") by and between Strongsville City Schools ("Partner") and Home Team Marketing LLC ("HTM"). The parties hereby agree as follows:

1. Services and Responsibilities. HTM will provide the following services to Partner pursuant to the terms of this Agreement: (a) display and list Partner's Events (defined below) on the portal accessible on an HTM designated site(s) (such portal, which may utilize third party software and ticketing services, the "Ticket Roar System"); (b) accept and process online orders for tickets to Events and process all credit card payments to said Events on Partner's behalf; (c) support links from other websites that link to HTM owned, operated or managed websites in support of Partner's Events; and (d) provide an accounting to Partner of the fees and charges for each ticket processed through HTM and/or the Ticket Roar System. Partner agrees to: (a) provide HTM with all necessary information for applicable events listed for sale; and (b) market the availability of on-line ticket sales to all potential ticket purchasers in accordance with guidance provided by HTM. For purposes of this Agreement, "Events" means: any and all sporting events, festivals, concerts, parties, races, conferences and other events of any kind promoted, produced, sponsored or hosted, either individually or jointly with others, by Partner or any of its affiliates whether directly or indirectly.

2. Term. The initial term of this Agreement shall be for one year commencing on the Effective Date and shall be automatically renewed for successive one year terms, unless either party notifies the other party of termination in writing, not more than ninety (90) days and not less than thirty (30) days prior to the end of the initial or any renewal Term (such period, the "Term"). After the termination date, this Agreement shall remain in effect with respect to Events that were released for sale by Partner through HTM prior to the termination date until settlement for such Events (as described in Section 3 below) has occurred. Notwithstanding the forgoing, in the event that the initial Term is set to expire during Partner's school year then the initial Term shall automatically be extended so that the final day of such initial Term shall be June 30th of such year.

3. Fees; Settlement. Partner hereby agrees to utilize the Ticket Roar System for the collection of all Event related fees. Partner understands that payment processing is handled through third party vendors managed and/or coordinated by HTM, and that the following types of fees (such fees, the "HTM Fees") will be assessed by HTM in connection with ticket sales: (a) all online tickets will include a convenience fee plus a credit card processing fee, and (b) all credit card transactions processed at the gate for any Event will be assessed a processing fee. The HTM Fees will be charged at HTM's standard rates set forth on the HTM Rate Card contained in the HTM Standard Terms (the "HTM Rate Card"). The HTM Rate Card shall be subject to change from time to time by HTM with or without notice to Partner. A copy of the HTM Rate Card in effect as of the Effective Date is attached hereto as Exhibit A. In addition, Partner will pay HTM an annual fee of \$ 0.00 with the first fee due on the Effective Date and annually thereafter. HTM will collect all proceeds from ticket sales, deposit them into an account maintained by HTM, and remit the portion of such proceeds due to Partner less the HTM Fees (such amount payable to Partner, the "Settlement Payment"). Payment on ticket sales for all Events active in the Ticket Roar System will be sent by HTM to Partner twice a month on the 15th and 30th within 15 days following completion of the month in which the Event is completed. All sales, fees, charges, and funds are payable in U.S. Dollars. In no event will payments to Partner with respect to any Event be made prior to the date that such Event is completed.

4. Taxes; Withholding. Partner agrees that it is solely responsible for (and will indemnify and hold harmless HTM against) all taxes or other governmental charges associated with Partner's Events and Partner's sale of tickets through the Ticket Roar System (excepting taxes based on HTM's net income). For example, some states may charge an amusement or other tax on certain types of Events. It is Partner's responsibility to know if any applicable laws apply to Partner and to adjust the ticket price accordingly to account for Partner's payment of these taxes. If HTM determines that Partner is required to collect or pay any such taxes or other charges, it may deduct such amounts from any balance payable to Partner under this Agreement or else invoice Partner for such taxes or other charges. HTM reserves the right to withhold the payment of any amounts owed to Partner hereunder if HTM suspects or determines that such amounts have been generated in (i) a fraudulent manner, (ii) violation of this Agreement or the HTM Standard Terms, or (iii) violation of any applicable laws or regulations (foreign or domestic). Such withholding may be temporary or permanent (as determined by HTM).

5. Further Assurances. Partner, at any time during the Term, at the request of HTM or HTM's authorized agents shall execute, acknowledge and deliver any further assignments, amendments, conveyances and other assurances, documents and instruments of transfer, and will take any other action consistent with the terms of this Agreement, that may reasonably be necessary for the purpose of either (a) assigning, granting and confirming to HTM any of the rights to be conveyed under this Agreement, or (b) allowing HTM to comply with any agreement it may have with any third party including, without limitation, Eventbrite.

6. Standard Terms and Conditions. This Agreement consists of this Agreement, associated Exhibits, any and all terms of use and/or privacy policies posted on the www.hometeammarketing.com website and the HTM Standard Terms & Conditions, which may be amended from time to time with or without notice to Partner, and shall be accessible at <http://schools.hometeammarketing.com/ticketroar/terms-conditions/> (such terms, the "HTM Standard Terms"). Partner represents and warrants that it has printed and reviewed a copy of the HTM Standard Terms as of the execution date of this Agreement and that it has had the opportunity to review such HTM Standard Terms with its legal and financial advisors. By executing this Agreement, Partner represents and warrants that it has read and hereby consents to the HTM Standard Terms and understands that HTM Standard Terms are incorporated by reference into this Agreement.

7. Representations and Warranties. Partner hereby represents, warrants and covenants as follows: (i) Partner has the authority and right to offer, sell, and honor the tickets to the Events sold through the Ticket Roar System; (ii) neither the Events nor any material or content provided by Partner to HTM for use on the Ticket Roar System contain, promote, or link to material or content that is pornographic, defamatory, grossly offensive, harassing, malicious, illegal, or otherwise objectionable; (iii) Partner covenants that it will not provide HTM with any materials that will infringe upon or violate (or contain, promote or link to material or content that infringes or violates) the rights of any person or entity, including, but not limited to, copyright, trademark, trade secret, proprietary, intellectual property, and rights of privacy and/or publicity, whether by statute or common law; and (iv) the Events and the sale of tickets to the Events do not constitute a violation of any federal, state, and/or local law.

8. Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures provided by facsimile transmission or in Adobe Portable Document Format (.PDF) sent by electronic mail shall be deemed to be original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

HOME TEAM MARKETING LLC

PARTNER:

By: _____

Name, Title:

Address: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Exhibit A
HTM RATE CARD

- For free events, there is no charge to the partner or the purchaser
- For paid events, all online purchases will incur the following fees (passed on to the purchaser or absorbed by the partner, at the partner's option)
 - Service Fee of 14%, subject to a minimum fee of \$0.80 and a maximum fee of \$7.00, plus
 - Payment Processing Fee between 2.00% and 2.80%, depending on ticket price
- For credit card purchases made using the point of sale solution, the partner will incur the following fee
 - Payment Processing Fee of 3%
- For cash purchases, there is no charge to the partner or the purchaser

CLEVELAND CLINIC LERNER SCHOOL FOR AUTISM
Cleveland Clinic Children's Hospital for Rehabilitation
2018–2019 School Tuition Agreement with School System
STRONGSVILLE CITY SCHOOL DISTRICT

This School Tuition Agreement ("AGREEMENT") dated this second day of April, 2019, is between Strongsville City Schools 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 a resident pupil ("PUPIL") from the SENDING DISTRICT. The NON-PUBLIC SCHOOL agrees to provide SERVICES to the PUPIL during the 2018–2019 school year, inclusive of the summer of 2019, 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 April 8, 2019 (the "EFFECTIVE DATE") and shall continue in full force and effect until August 9, 2019, 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 Seventy-Nine Thousand Two Hundred Fifty-Four Dollars (\$79,254.00). 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-Seven Thousand Six Hundred Sixty-Eight Dollars and Ninety-Two Cents (\$77,668.92), which must be paid by check and is due NO LATER than August 27, 2018. 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 27, 2018, 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 2018–2019 school year term, tuition charges will be calculated and due for payment as described in Section 3(C).

OPTION 2:

Eleven (11) monthly payments each in the amount of Seven Thousand Two Hundred Four Dollars and Ninety-One Cents (\$7,204.91) which shall be due NO LATER than the first (1st) day of each month, with the first payment due on September 1, 2018 and the final payment due on July 1, 2019. Notwithstanding the foregoing, if the PUPIL does not enroll at the start of the 2018–2019 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 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 as agreed to in a separate agreement.
- C. In the event that the PUPIL does not enroll at the start of the 2018–2019 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 2018–2019 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 2018–2019 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:

Cleveland Clinic Children's Hospital for Rehabilitation – Center for Autism
P.O. Box 931028
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.
7. Either party may terminate this AGREEMENT 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.

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:

Strongsville City Schools
~~18199 Cook Avenue~~
~~Strongsville, Ohio 44136~~
Attn: Director of Student Services

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: **Andy Trujillo, Director of Student Services**
Mailing Address: **18199 Cook Ave**
Strongsville, OH 44136

Phone: 440-572-7045
Email: atrujillo@scsmustangs.org

Progress Reports:

Name/Title: Same as above
Mailing Address:
Phone:
Email:

Accounts Payable:

Name/Title: George Anagnostou, Treasurer
Mailing Address: 18199 Cook Ave/Strongsville, OH 44136
Phone: 440-572-7021
Email: ganagnostou@scsmustangs.org

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.
 - 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.

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