

**STRONGSVILLE BOARD OF EDUCATION  
JULY 12, 2021  
REGULAR MEETING**

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 Monday, July 12, 2021, at the **Administration Building, Meeting Room, 18199 Cook Avenue, Strongsville, Ohio**, by President, Richard O. Micko.

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: Mrs. Bissell, Mrs. Buckner-Sallee, Mrs. Housum, Mr. Micko, and Mr. Roberts.

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

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

**PLEDGE OF ALLEGIANCE**

**DISTRICT GOALS**

Student Achievement is the District's number one goal and is balanced against Financial Prudence. Helping with both goals is Community Engagement.

**PUBLIC COMMENT**

Ms. Leslie Stout voiced her concern regarding transgender issues taking place as our culture is changing. She also had questions regarding the Math curriculum as it, too, is changing. Mr. Micko stated that Dr. Ryba and Ms. Green are available to answer Ms. Stout's questions and concerns during office hours.

**RECOGNITIONS**

**A. STRONGSVILLE HIGH SCHOOL ATHLETICS – OHSA DIVISION I STATE QUALIFIERS – TRACK & FIELD**

*Presenter: Mr. Denny Ziegler, Athletic Director, Strongsville High School*

- *Mr. Christopher Koval, Head Coach, Boys' Track*
- *Mr. John Syrone, Head Coach, Girls' Track*

**STATE PLACER**

- *Andrew Beten – 8<sup>th</sup> Place, High Jump*

**STATE QUALIFIERS**

- |                           |                            |
|---------------------------|----------------------------|
| ▫ <i>Taylor Demmerle</i>  | ▫ <i>Andrew Arslanian</i>  |
| ▫ <i>Paige Fabrizi</i>    | ▫ <i>Matthew Cornelius</i> |
| ▫ <i>Shelby Sallee</i>    | ▫ <i>Jared Lewis</i>       |
| ▫ <i>Mackenzie Schulz</i> | ▫ <i>Nicholas Turner</i>   |

## **TREASURER'S REPORT**

### **\*A. Cafeteria Change Fund (006-Food Services Fund)**

#### **Resolution 21-07-02**

Be it resolved upon the recommendation of the Treasurer that the Cafeteria Change Fund be established in the amount of \$800.00. These funds are used to establish start-up funds for the school cafeterias.

### **\*B. Middle School Athletic Change Fund (300-District Managed Student Activity Fund)**

#### **Resolution 21-07-03**

Be it resolved upon the recommendation of the Treasurer that the Middle School Change Fund be established in the amount of \$500.00. These funds are to be used to establish start-up funds for Middle School athletic events.

## **SUPERINTENDENT'S REPORT**

### **A. SUPERINTENDENT**

No items to report.

### **B. BUSINESS SERVICES**

In Mr. Breckner's absence, Dr. Ryba presented the Business Services' report beginning with Item #2, Discussion on Tennis Courts. Dr. Ryba went out of order of the agenda as discussion on item #2 could impact the Schedule of Rental fees presented as Item #1.

#### **2. Discussion Item – Tennis Courts**

As Mr. Breckner presented the history and the current issue regarding the use of the new tennis courts at the June meeting, Dr. Ryba shared a brief review and then continued with three options to consider.

Option 1- Leave the gates locked at all times and do not allow community use of the new courts.

Option 2 – The public will be permitted to use the new courts under our existing rental procedures and rates.

Option 3 – The new courts are available to the community at designated times. Key/Keycard provided to interested community members.

Dr. Ryba shared pros and cons for each of the mentioned options. Mr. Breckner culminated all the information and his recommendation was none of the three mentioned options. Dr. Ryba shared Mr. Breckner's recommendation which is to unlock the center gates from the spring season (start of tennis season for girls) until the fall (conclusion of the tennis season for the boys) and allow free access to our community during times in which the courts are not being used by the district or rented. During the winter months, the nets will be removed and the courts will be locked up entirely. Mr. Breckner's recommendation continued with the District placing signs at the courts stating that users are doing so at their own risk. This will allow the community to access the courts and release the district from any liability. Signs can also be posted prohibiting skateboarding, rollerblading, etc. on the courts to try and minimize wear and tear of the surface.

Dr. Ryba stated he is in support of Mr. Breckner's recommendation.

Discussion was had and Dr. Ryba answered questions. The consensus of the Board is to move forward with Mr. Breckner's recommendation.

## **SUPERINTENDENT'S REPORT** (continued)

### **BUSINESS SERVICES** (continued)

#### **\*1.     Schedule of Rental Fees for Direct and Indirect Costs**

##### **Resolution 21-07-04**

Be it resolved upon the recommendation of the Superintendent that the Schedule of Rental Fees for Direct and Indirect Costs be approved as it appears in the Exhibit.

(Exhibit A)

A couple adjustments will be made to the rental rates listed in Exhibit A regarding the HS Tennis Courts and MS Athletic Field hourly rates. Descriptors will be added for clarification stating the fees don't apply for casual use by the community.

#### **3.     Athletic Department – Agreement with Hudl (300-Athletic Fund)**

**21-07-05**     Moved by Mr. Roberts that the agreement with Hudl for subscriptions, assists, and automated outdoor cameras be approved for the period of August 1, 2021 – July 31, 2024, at a cost of \$13,500.00 per year for three (3) years, for a total cost of \$40,500.00, as listed in the Exhibit. Payments are to be split between the District, boosters, and booster team funds. Funding to be from the Athletic Fund, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

(Exhibit B)

#### **\*4.     Athletics Reserved Seating Ticket Price Increase**

##### **Resolution 21-07-06**

Be it resolved upon the recommendation of the Superintendent that reserved seating ticket prices be increased by \$2.00 per ticket for the 2021-2022 school year. Prices will be as follows:

Per Game Ticket - \$14.00  
Season Ticket - \$70.00

#### **\*5.     Correction**

##### **Resolution 21-07-07**

Be it resolved upon the recommendation of the Superintendent that the following correction be made:

Correction to AGENDA, JUNE 29, 2021, B. BUSINESS SERVICES, 4. Purchase of One (1) Ford Truck (003-Permanent Improvement Fund), purchase price changed from \$43,661.56 to \$46,000.68.

## **SUPERINTENDENT'S REPORT** (continued)

### **BUSINESS SERVICES** (continued)

#### **\*6.     Gifts**

##### **Resolution 21-07-08**

The Strongsville Football Backers donated the following equipment to the high school and middle school football programs:

- A pair of Varsity Scoreboard Battery Operated Delay of Game Clocks, 2 portable power packs/wireless sideline controller/wireless remote, valued at \$5,495.00
- A Rogers 5 Man LEV sled, valued at \$6,505.00
- An M-Series 5 Man Royal Pro Pad sled, valued at \$3,505.00

### **C.     CURRICULUM**

#### **\*1.     Memorandum of Understanding for Ohio Online Learning Program**

##### **Resolution 21-07-09**

Be it resolved upon the recommendation of the Superintendent that the Memorandum of Understanding between the Educational Service Center of Northeast Ohio and Strongsville City School District be approved as presented.

(Exhibit C)

#### **\*2.     LETRS Participant Materials and License (ESSER Funds)**

##### **Resolution 21-07-10**

Be it resolved upon the recommendation of the Superintendent that Strongsville City School District pays to purchase LETRS Participant Material Bundles Units 1-4 Print and a one-year license to train K-3 teachers and staff, at a total cost of \$42,229.00. This will be paid with ESSER funds which are now available.

### **D.     STUDENT SERVICES**

#### **\*1.     Educational Service Center of Northeast Ohio (001-General Fund)**

##### **Resolution 21-07-11**

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into contract with the Educational Service Center of Northeast Ohio for admission of students for visual, audiology, and/or hearing impaired services for the 2021-2022 school year, per the attached Exhibit.

(Exhibit D)

## **SUPERINTENDENT'S REPORT** (continued)

### **D. STUDENT SERVICES** (continued)

#### **\*2. PSI Affiliates, Inc./PSI Associates, Inc. (001-General Fund)**

##### **Resolution 21-07-12**

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with PSI Affiliates, Inc./PSI Associates, Inc. for Nursing and Health Services for the 2021-2022 school year in the amount of \$334,399.32, 2022-2023 school year in the amount of \$344,438.64, and 2023-2024 school year in the amount of \$351,300.60, per the attached Exhibit.

(Exhibit E)

#### **\*3. PSI Affiliates, Inc./PSI Associates, Inc. (467-Student Wellness Fund)**

##### **Resolution 21-07-13**

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with PSI Affiliates, Inc./PSI Associates, Inc. in the amount of \$67,775.40 for Social Worker services to service students at Strongsville City Schools, District-wide for the 2021-2022 school year, per the attached Exhibit.

(Exhibit F)

#### **\*4. Education Alternatives Service Agreement (001-General Fund)**

##### **Resolution 21-07-14**

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into a tuition/excess cost agreement with Education Alternatives for placement of students with disabilities for the 2021-2022 school year, per the attached Exhibit.

(Exhibit G)

#### **\*5. Education Alternatives Student Transportation Agreement (001-General Fund)**

##### **Resolution 21-07-15**

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into a Student Transportation Agreement with Education Alternatives. This agreement engages Education Alternatives to provide transportation services for the District's students enrolled at Education Alternatives' school locations during the 2021-2022 school year, per the attached Exhibit.

(Exhibit H)

## **SUPERINTENDENT'S REPORT** (continued)

### **E. HUMAN RESOURCES**

#### **\*1. Stipend – Teacher Based Team Coaches (001-General Fund)**

##### **Resolution 21-07-16**

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be awarded a Teacher Based Team (TBT) Coach stipend, salary to be \$1,000.00. Paid upon completion in the last pay in June.

Rachel Dlouhy

Whitney Elementary

#### **\*2. Summer Work – Non-Certificated (001 General Fund)**

##### **Resolution 21-07-17**

Be it resolved upon the recommendation of the Superintendent that non-certificated personnel who participate in reviewing of student records during the summer be paid at Step E of the appropriate classification. To be paid by timesheet.

#### **\*3. Medical Leave – Administrative**

##### **Resolution 21-07-18**

Be it resolved upon the recommendation of the Superintendent that the following administrative medical leave be approved:

Glen Stacho (FMLA)

May 24, 2021 to June 24, 2021

##### **Medical Leaves – Certificated**

Be it resolved upon the recommendation of the Superintendent that the following certificated medical leaves be approved:

Rochelle Hart-Walker (FMLA)

May 20, 2021 to May 28, 2021

Lisa Kaczor (FMLA)

August 16, 2021 to September 27, 2021

##### **Medical Leave – Leadership**

Be it resolved upon the recommendation of the Superintendent that the following leadership medical leave be approved:

Lori Sinick (FMLA)

May 17, 2021 to July 31, 2021

##### **Medical Leave – Non-Certificated**

Be it resolved upon the recommendation of the Superintendent that the following non-certificated medical leave be approved:

Arlene Hinding (FMLA)

June 3, 2021 to July 19, 2021

**SUPERINTENDENT'S REPORT** (continued)

**E. HUMAN RESOURCES** (continued)

**\*4. Unpaid Leave – Certificated**

**Resolution 21-07-19**

Be it resolved upon the recommendation of the Superintendent that the following certificated unpaid leave be approved:

Lisa Kaczor (Parental - Year 1)

September 28, 2021 to May 27, 2022

**Unpaid Leave – Non-Certificated**

Be it resolved upon the recommendation of the Superintendent that the following non-certificated unpaid leave be approved:

Katherine Swigonski (BWC)

Extension to September 15, 2021

**\*5. Volunteer – Coach**

**Resolution 21-07-20**

Be it resolved upon the recommendation of the Superintendent that the following volunteer be approved as a volunteer coach for the 2021-2022 school year based upon receipt of clear FBI/BCI background check, Fundamentals of Coaching, Lindsay's Law, Concussion Certificate, CPR, Sports First Aid, and Pupil Activity Permit:

Dominic Lombardi

Freshmen Football Coach, SHS

**\*6. Correction**

**Resolution 21-07-21**

Be it resolved upon the recommendation of the Superintendent that the following correction be made:

Correction to AGENDA, JUNE 29, 2021, E. HUMAN RESOURCES, \*1. Paragraph 2. Appointment – Non-Certificated Athletic Supplemental Contract – Paid Upon Completion (001-General Fund), corrected to Appointment – Non-Certificated Athletic Supplemental Contract – Prorated (001-General Fund).

**Correction ADDENDUM**

Be it resolved upon the recommendation of the Superintendent that the following correction be made:

Correction to Agenda, JUNE 29, 2021, pg. 14, E. HUMAN RESOURCES, \*1. Appointments – Certificated (001-General Fund) (507-ESSER Fund), Item 3. Nicole Morris, salary to be \$42,572.00. Salary corrected to \$42,573.00.

**SUPERINTENDENT'S REPORT** (continued)

**E. HUMAN RESOURCES** (continued)

**\*7. Abolishment – Non-Certificated (001-General Fund) ADDENDUM**

**Resolution 21-07-22**

Be it resolved upon the recommendation of the Superintendent that the following non-certificated position be abolished in accordance with Article 13 of the Negotiated Agreement between the Board of Education and the Ohio Association of Public School Employees Local 290 and 028. Effective July 8, 2021.

Custodian, 6 hours per day, 260 days

**\*8. Retirement – Non-Certificated (001-General Fund) ADDENDUM**

**Resolution 21-07-23**

Be it resolved upon the recommendation of the Superintendent that the following non-certificated retirement be approved:

Richard Miltner, Senior Technology Assistant, assigned to the Technology Department. Effective end of day July 31, 2021.

**\*9. Appointment – Certificated (001-General Fund) (507-ESSER) ADDENDUM**

**Resolution 21-07-24**

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired:

Megan Sanniti, Intervention Specialist Mild/Moderate, 184 day contract, salary to be BA/0 at \$42,573.00 per year. Effective August 11, 2021. This is a new ESSER funded position.

**Appointment – Leadership (001-General Fund) ADDENDUM**

Be it resolved upon the recommendation of the Superintendent that the following leadership personnel be hired:

Kathy Starek, Assistant Transportation Supervisor, 2 year, 215 day contract, salary to be PL/0 at \$47,056.00 per year. Days worked during July 2021 paid at \$218.87 per diem. Effective August 1, 2021. Replacement for Curtis Washington.

**Appointment – Certificated Supplemental Contract – Prorated (001-General Fund) ADDENDUM**

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired for the 2021-2022 school year. Be it further resolved that this limited contract be non-renewed for the 2022-2023 school year and that, to comply with Ohio Revised Code, Section 3319.11, the required written notification of the intention to non-renew be included in the limited contract. Salary to be paid prorated.

Tanya Rogers

6<sup>th</sup> Class, Middle School



## **SUPERINTENDENT'S REPORT** (continued)

### **F. TECHNOLOGY**

No items to report.

### **CONSENT CALENDAR**

**21-07-25** Moved by Mr. Roberts to approve the Consent Calendar with a correction to Item 8C2 LETRS will be paid with ESSER funds that are available now, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

### **SUPERINTENDENT'S TIMELY INFORMATION**

Dr. Ryba shared two items that will be shared with the Board at the upcoming meeting on August 5<sup>th</sup>.

July 15<sup>th</sup> is the deadline for enrolling in the District's asynchronous virtual learning option for the 1<sup>st</sup> semester of the 2021/22 school year.

### **BOARD OF EDUCATION / OTHER**

Strongsville City Home Days starts on Wednesday.

### **MEETING NOTIFICATIONS**

A Regular Board of Education Meeting – Work Session will be held Thursday, August 5, 2021, 7:00 p.m. in the Meeting Room of the Administration Building, 18199 Cook Avenue, Strongsville, Ohio.

A Regular Board of Education Meeting will be held Thursday, August 19, 2021, 7:00 p.m. in the Meeting Room of the Administration Building, 18199 Cook Avenue, Strongsville, Ohio.

### **EXECUTIVE SESSION**

**21-07-26** Moved by Mr. Roberts to enter into Executive Session to consider the employment, of a public employee, and to confer with an attorney for the Board of Education concerning disputes involving the Board that are subject to pending or imminent court action, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

Entered into Executive Session at 8:00 p.m.

Resumed public session at 9:04 p.m.

## **ADJOURNMENT**

**21-07-27** Moved by Mr. Roberts to adjourn the Strongsville Board of Education Regular Work Session, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

Meeting adjourned at 9:05 p.m.

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Richard O. Micko, President

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George K. Anagnostou, Treasurer

\*Rental of these areas may require the presence of applicable school personnel and related hourly fee

### High School

Auditorium\* \$150.00/hour

Little Theater \$50.00/hour

Media Center \$50.00/hour

Computer Lab \$35.00/hour

Classroom \$30.00/hour

Cafeteria/Lunchroom \$80.00/hour

Main Gymnasium \$100.00/hour

Auxiliary Gymnasium \$50.00/hour

Locker Rooms/Showers \$10.00/hour

Athletic Fields with Lights \$300.00/hour

Athletic Fields without Lights \$150.00/hour

Full use of Pat Catan Stadium \$2000.00 (6 hour max, additional time at hourly rate) *(i.e. Locker Rooms, Press Box, Restrooms, Scoreboard)*

Baseball Field/Softball Field \$50.00/hour

Tennis Courts \$50.00/hour

Planetarium \$30.00/hour

Kitchen\* \$20.00/hour

### Middle School

Auditorium\* \$150.00/hour

Media Center \$30.00/hour

Classroom \$30.00/hour

Cafeteria/Lunchroom \$80.00/hour

Main Gymnasium \$100.00/hour

Auxiliary Gymnasium \$50.00/hour

Locker Rooms/Showers \$10.00/hour

Athletic Field \$150.00/hour

Kitchen\* \$20.00/hour

### Elementary Schools/Preschool

Multipurpose Room/Lunchroom \$20.00/hour

Classroom \$15.00/hour

Media Center \$15.00/hour

Kitchen\* \$20.00/hour

### School Personnel & Rates

Custodian \$52.37/hour

Stage Supervisor, Sound Technician,  
Lighting Operator \$35.00/hour

Planetarium Director \$35.00/hour (outside school hours)

Cook/Cafeteria Personnel\* Current Rate



## Order

Order Number 5083  
 Created Date 6/9/2021  
 Expiration Date 7/9/2021

Agile Sports Technologies, Inc. dba Hudl  
 600 P Street, Suite 400  
 Lincoln, NE 68508

## Address Information

Bill To Name	Strongsville High School	Ship To	United States
Bill To Email	dziegler@scsmustangs.org		
Bill To	20025 Lunn Rd. Strongsville, Ohio 44149-4925 United States		

## Terms

Contract Value	USD 40,500.00	Billing Frequency	Annual
Est. Start Date	8/1/2021		
Est. End Date	7/31/2024		
Year 1	USD 13,500.00		
Year 2	USD 13,500.00		
Year 3	USD 13,500.00		

Type of Package Total Package

## Product List

## Hudl Subscriptions

- 1 - Ice Hockey (Mens) Hudl Platinum
- 1 - Basketball (Mens) Hudl Platinum
- 1 - Lacrosse (Womens) Hudl Platinum
- 1 - Basketball (Womens) Hudl Platinum
- 1 - Volleyball (Womens) Hudl Platinum
- 1 - Soccer (Mens) Hudl Platinum
- 1 - Soccer (Womens) Hudl Platinum
- 1 - Lacrosse (Mens) Hudl Platinum
- 1 - American Football (Mens) Hudl Platinum

## Hudl Assist

- 1 - Mens Football Unlimited Game + Scout 12 hr
- 1 - Womens Lacrosse Unlimited Game + Scout 12 hr
- 1 - Mens Lacrosse Unlimited Game + Scout 12 hr
- 1 - Mens Ice Hockey Unlimited Game + Scout 12 hr
- 1 - Womens Soccer Unlimited Game + Scout 12 hr
- 1 - Mens Soccer Unlimited Game + Scout 12 hr




## Order

- 1 - Womens Volleyball Unlimited Game  
+ Scout 12 hr
- 1 - Womens Basketball Unlimited Game  
+ Scout 12 hr
- 1 - Mens Basketball Unlimited Game +  
Scout 12 hr

### Additional Products and Services

- 1 - Football Playtools
- 1 - Football Hudl Sideline Premium
- 1 - Volleyball Hudl Focus Indoor
- 1 - Basketball Hudl Focus Indoor
- 1 - Football Hudl Focus Outdoor
- 1 - Football Focus Exchange Network

### Authorized Signature

Signature:   
Name: Derek Hansen  
Title: Hudl Sales Manager  
Effective Date: Jun 9, 2021

Signature:  
Name:  
Title:  
Effective Date:

This Order and Organization's use of the products described on this Order are governed by the Organization Terms found at [www.hudl.com/eula](http://www.hudl.com/eula).

First Invoice will be sent 30 days before the start date once the executed order form is returned to Hudl by the customer. Payment terms are net 30.

If this Order is returned to Hudl after the estimated start date identified above, Hudl may adjust the start and end dates to reflect the actual dates of service without changing the total days of service or price. If Organization currently has existing services with Hudl, the products described in this Order will be effective for the remainder of the current subscription term.

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of the customer. If you are a tax-exempt organization please provide a copy of your certificate at your earliest convenience. This is not an invoice.

**OHIO ONLINE LEARNING PROGRAM  
MEMORANDUM OF UNDERSTANDING**

**Participating Districts**

The *Ohio Online Learning Program (OOLP)*, sponsored by the Educational Service Center of Northeast Ohio (ESCNEO), is committed to making available quality online curriculum provided by *Lincoln Learning Solutions (LLS)* and *Edgenuity (EDG)*, *Pearson (PE)* and *Virtual Learning Academy (VLA)*, to every school district and every student in the State of Ohio.

**Strongsville City School District** wishes to make the *Ohio Online Learning Program* available to its students and to promote and encourage the use of the program by either full-time or part-time students.

**Strongsville City School District** understands the charges for the curriculum providers as such beginning June 1, 2021 through May 31, 2022:

**2021-2022 SY Purchase Models**

**I. Lincoln Learning Solutions and Edgenuity**

- A. Fully Virtual- Charge includes one semester course, content, instructor, and individual SLA support.**
- 3-12 grades- all courses except credit recovery and quarter credit: \$250
  - K-2 grades (Lincoln only): \$200
  - Credit recovery and Summer Booster Courses: \$175
  - Quarter credit (Lincoln only): \$185
- B. Content Only- Charge includes content only per semester course (district will provide their teachers to facilitate courses).**
- K-12 grades- all courses
    - \$60- One SLA as district support
    - \$70- Individual student SLA support
  - *Career Technical Electives* and *EDynamic Electives*
    - \$100- One SLA as district support
    - \$110- Individual student SLA support
  - Quarter credit (Lincoln Learning PE, music, art):
    - \$45- One SLA as district support
    - \$55- Individual student SLA support

**II. Pearson Education**

- A. Fully Virtual- Charge includes semester seat license for one course, content, instructor, and individual SLA support.**
- K-12 grades- all courses: \$250 (Add \$40 per seat license for a Live Tutor support)
  - Summer Smarts ELA and math: \$175 each course
- B. Content Only- Charge includes content only per semester course license (district will provide their teachers to facilitate courses).**
- K-12 grades- all courses, including Credit Recovery courses (no teacher support)
    - \$60- One SLA as district support
    - \$70- Individual student SLA support

III. **Virtual Learning Academy- A program of the Jefferson County Educational Service Center (JCESC)**

**A. 2021-2022 SY Student License Fee (unlimited courses).**

Full Year: \$200	Three Month: \$85
Six Month: \$125	Single Course: \$50
Three Month Extension (added to any license): \$40	

**B. 2021-2022 SY Teacher Fee (per course):**

**Teacher Graded Course (JCESC teacher provides feedback, academic support & grading)**

One credit: \$250  
Half credit: \$125  
Quarter credit: \$75

**Credit Recovery Computer Graded Course (JCESC teacher provides academic support, available for grades 7-12 only)**

One credit: \$250  
Half credit: \$125  
Quarter credit: \$75

**C. IXL (available with any 3 Month, 6 Month or 1 Year License): \$25**

IV. **Required PD for districts using their own teachers: One time charge for virtual PD \$250-\$500 (depending on platform provider, type of training, number of attendees)**

ESCNEO will bill your district directly in six installments for each school year at the end of the following months (October, December, February, April, May, and July) for the cost of courses, materials, and any restocking fees required. The district also understands that some courses require separate materials (course kits, textbooks) and those additional charges will be added to the invoices from ESCNEO as those courses are purchased. Material charges for vendors are on a separate document. The return policy for Lincoln Learning courses is 30 days and includes a \$25.00 restocking fee per student. The return policy for Edgenuity courses is a full refund within 14 days of non-credit recovery courses and 7 days for credit-recovery courses. The VLA return policy: 1) no charge if student has not logged and not opened the course within 30 days 2) \$25 for the license and \$25 for teacher fee if the student is withdrawn within 30 days and has spent less than 10 hours and no more than 3 units complete. The return policy for Pearson Education: no returns; all licenses are reusable. All invoices are payable in thirty days.

This MOU shall be effective 6/1/2021 and remain active unless either of the parties provides at least thirty days written notice of its intent to amend or discontinue.

*Robert A. Muges*

\_\_\_\_\_  
Superintendent,  
ESC of Northeast Ohio  
For the Ohio Online Learning Program

Signed on this date, \_\_\_\_\_ by:

\_\_\_\_\_ (Participating District Representative)

\_\_\_\_\_ (Title)

**EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO**  
**AGREEMENT FOR ADMISSION OF TUITION PUPILS PURSUANT TO**  
**SECTION 3313.841 O.R.C.**  
**DISTRICT OF RESIDENCE**

The **STRONGSVILLE CITY SCHOOLS** Board of Education hereby enters into a contract for admission of the student listed below with the Educational Service Center of Northeast Ohio for educational purposes for the 2021-2022 school year.

The above Board of Education hereby agrees to pay to the Educational Service Center of Northeast Ohio for each pupil an amount equal to the direct costs as calculated for the school district. Direct costs shall be paid when services are provided to the student during any period of school closure mandated by a federal, state, or local order.

The above Board of Education acknowledges that students (attached) are to be included in the ADM certification of the above school district.

**SERVICE:** **VISUAL IMPAIRMENTS** (see attached)

**Billing periods:** (1) Aug.-Oct. (2) Nov.-Jan. (3) Feb.-April (4) May-June

VISUALLY IMPAIRED SERVICES (VI)	\$109.50 per hr.
ORIENTATION & MOBILITY (O & M)	\$72.00 per hr.
FUNCTIONAL LOW VISION ASSESSMENT (FLVA)	\$72.00 per hr.
*BRAILLE SERVICES	\$27.98 per hr.
*REHABILITATION SERVICES (REHAB)	\$51.91 per hr.
* SERS surcharge will be billed in fall of 2022	

\_\_\_\_\_  
Signature Superintendent of District of Residence

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Treasurer of District of Residence

\_\_\_\_\_  
Date

**EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO**

We do hereby admit the student(s) to our schools on the terms described above for the school year 2021-2022.

*Robert M. Mergers*

\_\_\_\_\_  
Signature Superintendent of Educational Service Center

June 15, 2021

*[Signature]*

\_\_\_\_\_  
Signature Treasurer of Educational Service Center

June 15, 2021

Please return a signed copy of this Agreement along with a signed P.O. for the above service to Student Services at the Educational Service Center, Essex Place, 6393 Oak Tree Blvd., Independence, OH 44131.



**EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO**  
**AGREEMENT FOR ADMISSION OF TUITION PUPILS PURSUANT TO**  
**SECTION 3313.841 O.R.C.**  
**DISTRICT OF RESIDENCE**

The STRONGSVILLE CITY SCHOOLS Board of Education hereby enters into a contract for admission of the student listed below with the Educational Service Center of Northeast Ohio for educational purposes for the 2021-2022 school year.

The above Board of Education hereby agrees to pay to the Educational Service Center of Northeast Ohio for each pupil an amount equal to the direct costs as calculated for the school district. Direct costs shall be paid when services are provided to the student during any period of school closure mandated by a federal, state, or local order.

The above Board of Education acknowledges that students (attached) are to be included in the ADM certification of the above school district.

**SERVICE** AUDIOLOGY and/or HEARING IMPAIRMENT (see attached)

**Billing periods:** (1) Aug.-Oct. (2) Nov.-Jan. (3) Feb.-April (4) May-June

AUDIOLOGY SERVICE PER STUDENT PER HOUR (AUDIO)	\$107.95
TEACHER OF HEARING IMPAIRED PER HOUR	\$103.25

\_\_\_\_\_  
Signature Superintendent of District of Residence

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Treasurer of District of Residence

\_\_\_\_\_  
Date

---

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO

We do hereby admit the student(s) to our school on the terms described above for the school year 2021-2022.

*Robert M. Murphy*

\_\_\_\_\_  
Signature Superintendent of Educational Service Center

June 15, 2021

*[Signature]*

\_\_\_\_\_  
Signature Treasurer of Educational Service Center

June 15, 2021

Please return a signed copy of this Agreement along with a signed P.O. for the above service to Student Services at the Educational Service Center, Essex Place, 6393 Oak Tree Blvd., Independence, OH 44131.

**SERVICE AGREEMENT**

By and Between

**STRONGSVILLE CITY SCHOOLS and psi AFFILIATES, INC./psi ASSOCIATES, INC.****For the 2021-2022, 2022-2023, 2023-2024 School Years**

**THIS AGREEMENT** for services is entered into this 24th day of June, 2021 by and between the Strongsville City Schools, hereinafter referred to as "Client", and psi Affiliates, Inc./psi Associates, Inc., hereinafter collectively referred to as "psi" to perform services as specified to schools in the Strongsville City Schools specifically named in Attachment A to this Agreement and thereby becoming a part of this Agreement pursuant to relevant sections of the Ohio Revised Code. Additional Attachments to this Agreement may be included herein and, if included, will become part of this Agreement.

**I. Services**

psi agrees to provide the following Services, ("Services") in accordance with requirements of Client in such numbers and subject to such rules and regulations of the specific school of the client ("The School") as are applicable to the satisfactory performance of this Agreement to the benefit of The School for the stated school years,

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Clinic Services Program           | <input type="checkbox"/> Gifted/Talented Teacher Services                  |
| <input type="checkbox"/> Registered Nurse Services                    | <input type="checkbox"/> Remedial/Title 1 Teacher Services                 |
| <input checked="" type="checkbox"/> Licensed Practical Nurse Services | <input type="checkbox"/> Foreign Language Teacher Services                 |
| <input type="checkbox"/> School Health Assistant Services             | <input type="checkbox"/> TESOL Teacher Services                            |
| <input checked="" type="checkbox"/> Special Needs Nursing Program     | <input type="checkbox"/> School Psychology/ Psychology Services            |
| <input type="checkbox"/> Registered Nurse Services                    | <input type="checkbox"/> Counselor/Social Worker Services                  |
| <input checked="" type="checkbox"/> Licensed Practical Nurse Services | <input type="checkbox"/> Special Education Coordinator/Compliance Services |
| <input type="checkbox"/> Health Screenings Program                    | <input type="checkbox"/> OT/COTA Services                                  |
| <input type="checkbox"/> Speech/Language Pathologist Services         | <input type="checkbox"/> PT/PTA Services                                   |
| <input type="checkbox"/> Intervention Specialist Services             | <input type="checkbox"/> Clerk   |
| <input type="checkbox"/> Educational Aide Services                    |  |

A description of Services to be performed by psi to Client is attached hereto as Attachment B. The parties agree that Services may vary depending upon the Client and the Client's needs and priorities. Client and psi agree that the parties will regularly communicate with each other to determine Services to be provided pursuant to this Agreement. Client agrees to inform psi on a timely basis if Services performed are deemed not be satisfactory by Client and/or if Services so provided by psi need to be revised. psi will provide to Client a cost and service proposal for any revisions to Services requested by Client and any additional Services needed by Client that are not currently provided or contracted for as set forth in this Agreement.

**II. Initial Term.** In accordance with this contract, psi will provide Services to Client for an initial three (3) year term consisting of three (3) consecutive years, starting with the 2021-2022 school year, through the conclusion of the 2023-2024 school year.

**III. Compensation:** In consideration of the Services and/or provisions as set forth and as incorporated into this Agreement, Client shall cause to be paid to psi no more than the following Yearly Fees, except as may be provided for pursuant to the terms of this Agreement. The schedule of all fees are specifically described in Attachment A which has been incorporated herein. Any additional fees as provided for in this Agreement will be assessed for additional Services or changes for Services as set forth in this Agreement.

Year One    \$334,399.32

Year Two    \$344,438.64

Year Three    \$351,300.60

**IV. Payments for Services Rendered.** Client hereby agrees to pay to psi within thirty (30) days of receipt of psi's monthly invoices the specified value of actual Services rendered in the monthly billing cycle, with the total

payment not to exceed the amount contracted for herein, except as agreed upon by Client and psi to pursuant to the terms of this Agreement.

**V. Changes and Additional Services.** psi shall provide the Additional Services and Additional Optional Services as noted in the Exhibits attached hereto and at the rates noted therein upon written request signed by Client. Client also agrees to pay psi, in addition to the above-stipulated charges, the hourly rates indicated in Attachment C, for those additional and supplemental Services requested by Client and provided by psi. Also, any changes to the Agreement that are required or requested by Client to psi, shall be provided in writing and include the stipulated charges and/or hourly rates. Any Additional Services, Additional Optional Services and changes shall be included in the appropriate monthly invoice and subject to payment as set forth above.

**VI. Reporting.** psi agrees to provide Client with reports and/or documentation as needed and determined by Client to be necessary to complete local, state, and/or federal reports.

**VII. Compliance with Law.** psi further agrees to employ personnel to service designated schools under the terms of this Agreement and agrees to fully abide by all Federal and State laws applicable to employment and/or assignment of such personnel including taking any appropriate action to insure that personnel so employed by psi fully comply with the provisions of the Affordable Health Care Act. Non-licensed personnel will be appropriately supervised. Only persons with satisfactory criminal background checks will be employed. psi further abides by all federal and state laws pertaining to employment obligations such as participation in Worker's Compensation, Unemployment Insurance and other appropriate entitlements.

**VIII. Coverage Schedule.** psi shall establish a schedule satisfactory to Client setting forth, among other things, the dates, times and locations that personnel will be assigned to perform the Services. psi shall provide to Client, upon request, a copy of the schedule and any updates to the schedule, and psi shall make such changes to the schedule as reasonably requested by Client.

**IX. Dismissal of Employees.** psi shall dismiss from performing Services to Client any person employed by psi who Client reasonably determines to be incompetent, guilty of misconduct, dangerous to the safety of the students of Client, or detrimental to the operations of Client. Client shall provide written notice to psi of all facts and issues pertaining to said request for dismissals and shall cooperate fully with psi in regard to any investigation relating to said dismissal request.

**X. Office Space and Supplies.** Client shall provide suitable, appropriate office space that is quiet and private for use of the psi staff assigned to the school/s. This also includes storage space for supplies and equipment. Client will also provide appropriate supplies and equipment that are customary and standard for the Services provided, where so agreed. Examples of these include, but are not limited to: office supplies and equipment, medical supplies and equipment (if health services are provided), and required testing materials for use by psi and to enable psi to provide the Services that they are contracted to perform. Client will be billed for all supplies and equipment, purchased at Client request, to include but not be limited to test equipment, protocols, health supplies, clinic equipment, etc. The testing protocols will be billed as replenishing is needed. Client agrees to provide adequate security at the school office site and to include any personnel provided by psi to Client through this Agreement in any security training that personnel of Client are required to take. Client agrees to follow all appropriate rules and regulations to ensure PSI staff have a clean and hygienic working environment with appropriate protections related to the COVID pandemic.

**XI. Student Records.** All student records shall be the sole and exclusive property of Client, subject to any access and copying rights as permitted by law. psi will have reasonable access to such documents, forms, records and other materials and information as permitted by law and as necessary to perform the Services and for other lawful purposes. Client will retain all records and other materials for the time periods required by applicable law and generally accepted practices. Client and psi shall at all times comply with all applicable laws, rules and regulations relating to the confidentiality of medical records and other information.

**XII. Cooperation.** In the event that either party becomes aware of any alleged incident which may include injury resulting from the care or treatment of any person pursuant to this Agreement, each party has a duty to give the other party written notice of the incident in a timely manner of the known circumstances surrounding the incident including the name, school, and circumstances of the alleged incident and the contact information of any available witnesses. Each party further agrees to fully cooperate with the other party in regard to any investigations and follow through in regard to said incident.

**XIII. Agreement not to Hire.** Client hereby agrees that Client shall not, during the term of this Agreement and for

a period of twenty-four (24) months following the termination or expiration of this Agreement, employ, solicit, or make an offer of employment or enter into any employment agreement with any person who has been a psi employee who at any time during the term of this Agreement provided, supervised, directed or was involved in any manner in the provision of Services under this Agreement. Client further agrees not to hire any psi employee nor any contractors, or subcontractors providing Services under this Agreement, without the express written permission of the President of psi. This provision shall apply to any employee, independent contractor, any independent contractor or employee who is involved with an agency providing Services under this Agreement or is a related entity or is involved in any type of agreement to provide Services to the Client as an employee or subcontractor of psi.

**XIV. Insurance.** Client shall keep Client's buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion, similar casualties, or other cause including personal injury normally covered in standard broad form property insurance policies. Provider will maintain adequate security for damages within the self insured retention selected as determined by a reputable actuary.

**XV. Termination.** psi shall have the right at its own discretion, to terminate this Agreement in the event that Client fails to make any payment when due under this Agreement and said payment remains unpaid for a period of five (5) days after written notice to Client from psi. Furthermore, psi shall have the right to terminate this Agreement in the event Client is determined by psi to have engaged in any illegal, unethical or unprofessional behavior or actions that psi deems to be detrimental to its continued performance of Services under this Agreement. psi also reserves the right to terminate this Agreement in the event that Client materially breaches the terms of this Agreement and said breach is not cured within thirty (30) days of notice from psi. Furthermore, psi reserves the right to terminate this Agreement in the event of any filings pertaining to the insolvency of Client including bankruptcy, receivership, or State take-over.

**XV(a).** In the event that Client seeks to terminate this Agreement based upon an allegation of material breach of this Agreement by psi, Client shall be obligated to do the following:

1. Client shall provide written notice to psi specifically setting forth the facts and reasons utilized by Client to claim a material breach by psi.
2. psi shall have thirty (30) days after receipt of notice from Client to work with Client to improve the situation to a reasonably satisfactory level that addresses the areas of concern set forth in the written notice provided by Client to psi.
3. If psi cannot improve the matters cited in the written notice to a reasonably satisfactory level as agreed upon by the parties within said thirty (30) day period, Client shall have the right to terminate the contract.

**XVI. Confidentiality.** By virtue of this Agreement, Client shall have access to information that is Confidential and Proprietary to psi, including (without limitation) business and financial records, billing information, contracts, vendor/supplier information, customer lists and demographic information, policies, and procedures. Confidential, Proprietary Information includes manuals, and strategic planning information which may be in various forms and media, and which may be or may come into existence at any time this Agreement is in effect. Such Confidential, Proprietary Information belongs solely to psi and Client shall have no ownership in, or control over it. Client shall maintain the confidentiality of all Confidential and Proprietary Information, and shall not disclose it to third parties unless required to do so by law. Nor shall Client use any Confidential and Proprietary Information for its own benefit to the competitive detriment or embarrassment of psi. This requirement is perpetual and survives the termination of this Agreement.

**XVII. Notice.** Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to PSI as follows:

psi  
Steven L. Rosenberg, Ph.D.  
President  
2112 Case Parkway South #10  
Twinsburg, Ohio 44087-0468

**XVIII. Assignment.** The Agreement may not be assigned by either party without the written consent of the other.

**XIX. Waiver.** A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure.

**XX. Severability.** If any term or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

**XXI. Amendments to Agreement.** All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision.

**XXII. Findings for Recovery.** psi warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Provider has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

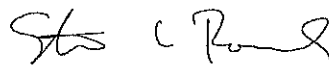
**XXIII. Captions.** Headings and titles of Articles, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

**XXIV. Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

**XXV. Entire Agreement.** This Agreement and its attachments and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

**XXVI. Purchase Order.** Receipt of Purchase Order from Client constitutes agreement with the terms and conditions of this Agreement, herein.

**XXVII. Governing Law.** This Agreement will be interpreted, construed, and governed according to the laws of the State of Ohio.



\_\_\_\_\_  
Strongsville City Schools Designee

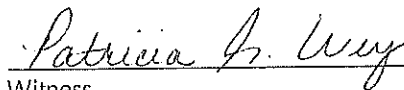
\_\_\_\_\_  
psi Designee

\_\_\_\_\_  
Steven L. Rosenberg, President

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

6-24-2021

## ATTACHMENT A

The schools and services in the Strongsville City Schools District to be served by psi Affiliates, Inc. for the following years are listed below. Any errors, additions, or deletions should be noted either on the purchase order submitted or through an explanatory letter.

School	Position	Allocation Per Year	Year 2021-2022	Year 2022-2023	Year 2023-2024
High School	LPN	1260	\$34,423.20	\$35,456.40	\$36,162.00
Middle School	LPN	1260	\$34,423.20	\$35,456.40	\$36,162.00
Middle School	LPN	1080	\$29,505.60	\$30,391.20	\$30,996.00
Chapman	LPN	1260	\$34,423.20	\$35,456.40	\$36,162.00
Kinsner	LPN	1170	\$31,964.40	\$32,923.80	\$33,579.00
Muraski	LPN	936	\$25,571.52	\$26,339.04	\$26,863.20
Muraski	LPN	234	\$6,392.88	\$6,584.76	\$6,715.80
Surrarrer	LPN	1170	\$31,964.40	\$32,923.80	\$33,579.00
Whitney	LPN	1170	\$31,964.40	\$32,923.80	\$33,579.00
Preschool	LPN	936	\$25,571.52	\$26,339.04	\$26,863.20
1:1 Special Ed LPN Chapman	LPN 1:1	1260	\$48,195.00	\$49,644.00	\$50,639.40
<b>Totals</b>			<b>\$334,399.32</b>	<b>\$344,438.64</b>	<b>\$351,300.60</b>

Additional services to be billed at hourly rate per corresponding position per contract year.

	2021-2022	2022-2023	2023-2024
LPN	\$27.32/hr.	\$28.14/hr.	\$28.70/hr.
LPN 1:1	\$38.25/hr.	\$39.40/hr.	\$40.19/hr.
RN	\$49.50/hr.	\$50.98/hr.	\$52.00/hr.
SHA	\$23.00/hr.	\$23.69/hr.	\$24.16/hr.

Service Notes: Strongsville City Schools

**Additional Services.** Additional Services to be billed at hourly rate per corresponding position per contract year.

**psi RN Supervisory Network.** Included

**psi Clinic Substitute Program.** Included

**Human Growth and Development Education.** Please contact psi for details regarding the Human Growth and Development Program and Rates.

**Overnight Field Trip RN Rates.** Please contact psi for details regarding Overnight Field Trip RN Rates.

**District Nurse Staff In-services.** N/A

**Professional Development.** District is entitled to one complimentary professional development program per contract year. Please contact psi for details regarding program options.

**Crisis Intervention Team.** INCLUDED if requested, contact psi for details.

**Allocations and Positions.** Allocations and positions are subject to change at District request based on student needs.

**Allocations and Annual Totals.** Allocations and Annual Totals are based on a standard 180 day school year. District is only billed for time worked by psi Staff, unless indicated otherwise by District. (i.e. District has 178 day school year, psi Contract is for 180 days, District billed for 178 days.)

**Calamity Days.** District is only billed for time worked by psi staff, unless requested otherwise by District.

**psi Staff Breaks.** psi Staff Breaks. psi Staff are not required to take breaks. The services shall be for Strongsville City Schools and the allocations indicated. The total billable hours DO NOT include break time. If the District permits break time (up to .5 hour) for psi Staff, clinics will close or the District will provide coverage during that time, unless an

emergency arises (i.e. if the total number of daily hours scheduled is 6, the break would be in addition to that number, so psi staff will have to allow 6.5 hours for that day). psi Staff are not permitted to leave the building during break time and must remain accessible for emergency situations. psi staff that are permitted break time are expected to take breaks outside of standard busy clinic times, (i.e. school lunch and recess). Districts that do not require psi staff to take unpaid break time will have psi staff in the clinic for the number of hours contracted each day. (i.e. If the total daily hours scheduled are 6, the psi staff member will work 6 hours and not include break time)

**1:1 Nursing Services.** Additional Services to be billed at hourly rate per contract year



**psi Associates, Inc./psi Affiliates, Inc.**

**Attachment B**

**LICENSED PRACTICAL NURSE POSITION DUTIES**

Under the supervision and direction of the Registered Nurse, assists in providing nursing services to schools that work toward the health and wellness of students and the improvement of health conditions in general. Monitor student health needs and provide appropriate nursing interventions and services to students by performing professional nursing duties as defined in the psi Health Resource Guide, Ohio Department of Health Recommendations and in accordance with acceptable nursing practice guidelines.

Assist the Registered Nurse with students' health needs; administer medications and monitor student behavior and reaction to the administration of medication; provide first aid in accordance with established first aid procedures; complete required documentation of health services needed and provided; responsible for health clinic records; responsible for shared health clinic maintenance; promote relationships between community health providers, students, parents, and the school community.





**psi Associates, Inc./psi Affiliates, Inc.**  
**Attachment B**  
***Special Needs Program-LPN***

**GENERAL POSITION DUTIES:**  
**LICENSED PRACTICAL NURSE FOR STUDENTS WITH**  
**SPECIALIZED HEALTH NEEDS**

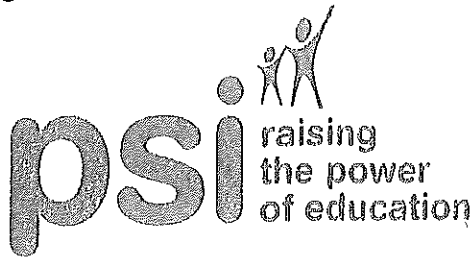
Under the supervision and direction of the Registered Nurse/Special Needs Nurse Manager, will assist in providing services to schools that work toward the health and wellness of students and the improvement of health conditions in general. Assess and monitor medically fragile student health needs and provide appropriate nursing interventions. Monitor student health needs and services to students as defined in the psi Health Resource Guide, Ohio Department of Health Recommendations and in accordance with acceptable nursing practice guidelines along with the student's Individualized Health Care Plan.

Provide for individual students' health needs; administer medications and monitor student behavior and reaction to the administration of medication; provide first aid in accordance with established first aid procedures; complete required documentation of care provided; responsible for student health records; promote relationships between community health providers, students, parents, and the school community. Maintain a current license to practice nursing in the State of Ohio and hold a degree in practical nursing from an accredited program. Has full knowledge of individual student's medical diagnoses and comorbidities. Attends educational team meetings as requested and functions as a part of the student's educational team.

**FUNCTIONS OF THE SPECIAL NEEDS NURSE MANAGER**  
*(included with service of LPN for students with specialized health needs)*

Evaluates the medical needs of the student during the school day. Establishes and maintains communication between the student's nurse, educators, therapists and administration. Coordinates care of the medically fragile student with the student's educational team, nursing team and family. Provides ongoing education for the student's nursing team regarding the individual medical needs of the student. Provides education for classroom staff regarding the medical needs of the student as needed. Participates in/provides support for student meetings as requested, including IEP/504. Develops an Individualized Health Care Plan for the student. Obtains orders from the student's medical care team and ensures competence and compliance of the student's nurse. Communicates with the student's medical care team regarding effectiveness of orders/plan of care at school. Supervises the licensed practical nurse for students with specialized health needs.

educational services • school health programs • training/education

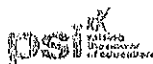


educational services  
school health programs  
training/education

## ATTACHMENT C

### School Employee Retirement System

psi will collect and remit the Employee's contributions required by the State Retirement System and submit it monthly during the term of this agreement for all psi's employees as required by law.



**SERVICE AGREEMENT**  
**By and Between**  
**STRONGSVILLE CITY SCHOOLS and psi AFFILIATES, INC./psi ASSOCIATES, INC.**

**THIS AGREEMENT** for services is entered into this 9th day of June, 2021 by and between the Strongsville City Schools, hereinafter referred to as "Client", and psi Affiliates, Inc./psi Associates, Inc., hereinafter collectively referred to as "psi," to perform services as specified to schools located within the Strongsville City Schools specifically named in Attachment A to this Agreement and thereby becoming a part of this Agreement pursuant to relevant sections of the Ohio Revised Code. Additional Attachments to this Agreement may be included herein and, if included, will become part of this Agreement.

**I. Services**

psi agrees to provide the following Services, ("Services") in accordance with requirements of Client in such numbers and subject to such rules and regulations of the specific school of the client ("The School") as are applicable to the satisfactory performance of this Agreement to the benefit of The School for the stated school years, or part thereof.

- |   |  |
|---|--|
| <input type="checkbox"/> Clinic Services Program              | <input type="checkbox"/> Gifted/Talented Teacher Services                  |
| <input type="checkbox"/> Registered Nurse Services            | <input type="checkbox"/> Remedial/Title 1 Teacher Services                 |
| <input type="checkbox"/> Licensed Practical Nurse Services    | <input type="checkbox"/> Foreign Language Teacher Services                 |
| <input type="checkbox"/> School Health Assistant Services     | <input type="checkbox"/> TESOL Teacher Services                            |
| <input type="checkbox"/> Special Needs Nursing Program        | <input type="checkbox"/> School Psychology/ Psychology Services            |
| <input type="checkbox"/> Registered Nurse Services            | <input checked="" type="checkbox"/> Counselor/Social Worker Services       |
| <input type="checkbox"/> Licensed Practical Nurse Services    | <input type="checkbox"/> Special Education Coordinator/Compliance Services |
| <input type="checkbox"/> Health Screenings Program            | <input type="checkbox"/> OT/COTA Services                                  |
| <input type="checkbox"/> Speech/Language Pathologist Services | <input type="checkbox"/> PT/PTA Services                                   |
| <input type="checkbox"/> Intervention Specialist Services     | <input type="checkbox"/> Tutoring Services Director                        |
| <input type="checkbox"/> Educational Aide Services            |  |

A description of Services to be performed by psi to Client is attached hereto as Attachment B. The parties agree that Services may vary depending upon the Client and the Client's needs and priorities. Client and psi agree that the parties will regularly communicate with each other to determine Services to be provided pursuant to this Agreement. Client agrees to inform psi on a timely basis if Services performed are deemed not be satisfactory by Client and/or if Services so provided by psi need to be revised. psi will provide to Client a cost and service proposal for any revisions to Services requested by Client and any additional Services needed by Client that are not currently provided or contracted for as set forth in this Agreement.

**II. Initial Term.** In accordance with this contract, psi will provide Services to Client for a one (1) year term starting in the 2021-2022 school year, continuing through the conclusion of the 2021-2022 school year.

**III. Compensation:**

In consideration of the Services and/or provisions as set forth and as incorporated into this Agreement, Client shall cause to be paid to psi no more than the following Yearly Fees, except as may be provided for pursuant to the terms of this Agreement. The schedule of all fees are specifically described in Attachment A which has been incorporated herein. Any additional fees as provided for in this Agreement will be assessed for additional Services or changes for Services as set forth in this Agreement.

YEAR ONE \$67,775.40

**IV. Payments for Services Rendered.** Client hereby agrees to pay to psi within thirty (30) days of receipt of psi's monthly invoices the specified value of actual Services rendered in the monthly billing cycle, with the total payment not to exceed the amount contracted for herein, except as agreed upon by Client and psi to pursuant to the terms of this Agreement.

**V. Changes and Additional Services.** psi shall provide the Additional Services and Additional Optional Services as noted in the Exhibits attached hereto and at the rates noted therein upon written request signed by Client. Client

also agrees to pay psi, in addition to the above-stipulated charges, the hourly rates indicated in Attachment A, for those additional and supplemental Services requested by Client and provided by psi. Also, any changes to the Agreement that are required or requested by Client to psi, shall be provided in writing and include the stipulated charges and/or hourly rates. Any Additional Services, Additional Optional Services and changes shall be included in the appropriate monthly invoice and subject to payment as set forth above.

**VI. Reporting.** psi agrees to provide Client with reports and/or documentation as needed and determined by Client to be necessary to complete local, state, and/or federal reports.

**VII. Compliance with Law.** psi further agrees to employ personnel to service designated schools under the terms of this Agreement and agrees to fully abide by all Federal and State laws applicable to employment and/or assignment of such personnel including taking any appropriate action to insure that personnel so employed by psi fully comply with the provisions of the Affordable Health Care Act. Non-licensed personnel will be appropriately supervised. Only persons with satisfactory criminal background checks will be employed. psi further abides by all federal and state laws pertaining to employment obligations such as participation in Worker's Compensation, Unemployment Insurance and other appropriate entitlements.

**VIII. Coverage Schedule.** psi shall establish a schedule satisfactory to Client setting forth, among other things, the dates, times and locations that personnel will be assigned to perform the Services. psi shall provide to Client, upon request, a copy of the schedule and any updates to the schedule, and psi shall make such changes to the schedule as reasonably requested by Client.

**IX. Dismissal of Employees.** psi shall dismiss from performing Services to Client any person employed by psi who Client reasonably determines to be incompetent, guilty of misconduct, dangerous to the safety of the students of Client, or detrimental to the operations of Client. Client shall provide written notice to psi of all facts and issues pertaining to said request for dismissals and shall cooperate fully with psi in regard to any investigation relating to said dismissal request.

**X. Office Space and Supplies.** Client shall provide suitable, appropriate office space that is quiet and private for use of the psi staff assigned to the school/s. This also includes storage space for supplies and equipment. Client will also provide appropriate supplies and equipment that are customary and standard for the Services provided, where so agreed. Examples of these include, but are not limited to: office supplies and equipment, medical supplies and equipment (if health services are provided), and required testing materials for use by psi and to enable psi to provide the Services that they are contracted to perform. Client will be billed for all supplies and equipment, purchased at Client request, to include but not be limited to test equipment, protocols, health supplies, clinic equipment, etc. The testing protocols will be billed as replenishing is needed. Client agrees to provide adequate security at the school office site and to include any personnel provided by psi to Client through this Agreement in any security training that personnel of Client are required to take. Client agrees to follow all appropriate rules and regulations to ensure PSI staff have a clean and hygienic working environment with appropriate protections related to the COVID pandemic.

**XI. Student Records.** All student records shall be the sole and exclusive property of Client, subject to any access and copying rights as permitted by law. psi will have reasonable access to such documents, forms, records and other materials and information as permitted by law and as necessary to perform the Services and for other lawful purposes. Client will retain all records and other materials for the time periods required by applicable law and generally accepted practices. Client and psi shall at all times comply with all applicable laws, rules and regulations relating to the confidentiality of medical records and other information.

**XII. Cooperation.** In the event that either party becomes aware of any alleged incident which may include injury resulting from the care or treatment of any person pursuant to this Agreement, each party has a duty to give the other party written notice of the incident in a timely manner of the known circumstances surrounding the incident including the name, school, and circumstances of the alleged incident and the contact information of any available witnesses. Each party further agrees to fully cooperate with the other party in regard to any investigations and follow through in regard to said incident.

**XIII. Agreement not to Hire.** Client hereby agrees that Client shall not, during the term of this Agreement and for a period of twenty-four (24) months following the termination or expiration of this Agreement, employ, solicit, or make an offer of employment or enter into any employment agreement with any person who has been a psi employee who at any time during the term of this Agreement provided, supervised, directed or was involved in any manner in the provision of Services under this Agreement. Client further agrees not to hire any psi employee nor any contractors,

or subcontractors providing Services under this Agreement, without the express written permission of the President of psi. This provision shall apply to any employee, independent contractor, any independent contractor or employee who is involved with an agency providing Services under this Agreement or is a related entity or is involved in any type of agreement to provide Services to the Client as an employee or subcontractor of psi.

**XIV. Insurance.** Client shall keep Client's buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion, similar casualties, or other cause including personal injury normally covered in standard broad form property insurance policies. Provider will maintain adequate security for damages within the self insured retention selected as determined by a reputable actuary.

**XV. Termination.** psi shall have the right at its own discretion, to terminate this Agreement in the event that Client fails to make any payment when due under this Agreement and said payment remains unpaid for a period of five (5) days after written notice to Client from psi. Furthermore, psi shall have the right to terminate this Agreement in the event Client is determined by psi to have engaged in any illegal, unethical or unprofessional behavior or actions that psi deems to be detrimental to its continued performance of Services under this Agreement. psi also reserves the right to terminate this Agreement in the event that Client materially breaches the terms of this Agreement and said breach is not cured within thirty (30) days of notice from psi. Furthermore, psi reserves the right to terminate this Agreement in the event of any filings pertaining to the insolvency of Client including bankruptcy, receivership, or State take-over.

**XV(a).** In the event that Client seeks to terminate this Agreement based upon an allegation of material breach of this Agreement by psi, Client shall be obligated to do the following:

1. Client shall provide written notice to psi specifically setting forth the facts and reasons utilized by Client to claim a material breach by psi.
2. psi shall have thirty (30) days after receipt of notice from Client to work with Client to improve the situation to a reasonably satisfactory level that addresses the areas of concern set forth in the written notice provided by Client to psi.
3. If psi cannot improve the matters cited in the written notice to a reasonably satisfactory level as agreed upon by the parties within said thirty (30) day period, Client shall have the right to terminate the contract.

**XVI. Confidentiality.** By virtue of this Agreement, Client shall have access to information that is Confidential and Proprietary to psi, including (without limitation) business and financial records, billing information, contracts, vendor/supplier information, customer lists and demographic information, policies, and procedures. Confidential, Proprietary Information includes manuals, and strategic planning information which may be in various forms and media, and which may be or may come into existence at any time this Agreement is in effect. Such Confidential, Proprietary Information belongs solely to psi and Client shall have no ownership in, or control over it. Client shall maintain the confidentiality of all Confidential and Proprietary Information, and shall not disclose it to third parties unless required to do so by law. Nor shall Client use any Confidential and Proprietary Information for its own benefit to the competitive detriment or embarrassment of psi. This requirement is perpetual and survives the termination of this Agreement.

**XVII. Notice.** Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to psi as follows:

psi  
Steven L. Rosenberg, Ph.D.  
President  
2112 Case Parkway South #10  
Twinsburg, Ohio 44087-0468

**XVIII. Assignment.** The Agreement may not be assigned by either party without the written consent of the other.

**XIX. Waiver.** A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure.

**XX. Severability.** If any term or provision of the Agreement or the application thereof to any person or circumstance

shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

**XXI. Amendments to Agreement.** All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision.

**XXII. Findings for Recovery.** psi warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Provider has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

**XXIII. Captions.** Headings and titles of Articles, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

**XXIV. Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

**XXV. Entire Agreement.** This Agreement and its attachments and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

**XXVI. Purchase Order.** Receipt of Purchase Order from Client constitutes agreement with the terms and conditions of this Agreement, herein.

**XXVII. Governing Law.** This Agreement will be interpreted, construed, and governed according to the laws of the State of Ohio.

\_\_\_\_\_  
Strongsville City Schools  
Designee

  
\_\_\_\_\_  
psi Designee

Steven L. Rosenberg, President

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

6.9.2021  
\_\_\_\_\_  
Date

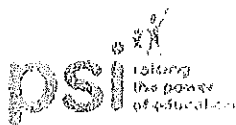
ATTACHMENT A

The schools and services to be served by psi for the 2021-2022 school year are listed below. Any errors, additions, or deletions should be noted either on the purchase order submitted or through an explanatory letter.

<u>School</u>	<u>Position</u>	<u>Hours per Wk</u>	<u>Days per Wk</u>	<u>Wks per Yr</u>	<u>Total Hours</u>	<u>Total Days</u>	<u>Annual Cost</u>
District Wide	Social Worker	35	5	36	1260		\$67,775.40

<u>Total</u>	<u>\$67,775.40</u>
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Additional Services to be billed at hourly charge, approved by a District or School Designee.



PSI Affiliates, Inc./PSI Associates, Inc.

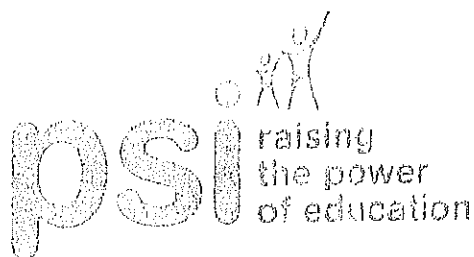
Attachment B

SOCIAL WORKER/COUNSELOR RESPONSIBILITIES

The heart of PSI's social worker/counselor program lies in the daily provision of direct services to school children by social worker/counselor personnel. Duties may vary depending upon the building to which PSI staff is assigned. Specific duties are assigned by PSI in consultation with school administrators and may include the following:

1. Establish a productive, educational connection with our students and a professional relationship with school and district officials. Establish and maintain a professional relationship with students' parents.
2. Provide pre-referral consultation and intervention services delivered in accordance with state and federal guidelines.
3. Participate in Student Assistance Teams, whose purpose is to identify and meet children's academic and emotional needs in the regular education program.
4. Develop a comprehensive counseling program that includes such large group programs as Bullying, Study Skills, and Making Good Choices.
5. Provide small group counseling/interventions for students to address emotional, social and academic concerns.
6. Provide skills training programs with students to foster more appropriate social and academic skills.
7. Provide individual counseling for at-risk students.
8. Consult with teachers and other staff members regarding students' achievement, behavioral, organizational and personal concerns.
9. Plan and develop training needs and staff development.
10. Liaison with community mental health agencies.
11. Provide parents with community support options.
12. Prepare, complete, and disseminate forms required in the course of service delivery (e.g., parental consent, records release, etc.) by PSI school officials, and local school authorities.
13. Attend periodic in-service and staff development programs offered by PSI, schools, and other agencies.
14. Provide ongoing consultation with administrative and professional supervisors, including participation in site visits, in accordance with policies of PSI.
15. Prepare and submit accountability data to PSI and school officials, including psychological reports, summaries of services, and periodic progress reports for students receiving services.
16. Adhere to appropriate professional codes of ethics.





educational services  
school health programs  
training/education

## Attachment C Leave Days

Eligible\* employees may qualify for a maximum of two (2) leave days authorized for professional development, and a maximum of five (5) days authorized for illness, personal reasons, and emergency school closings during the school year. Such days are verified on monthly time sheets submitted to Client. Schools will not be charged for lost days beyond the maximum.

\*Eligible employees may include those staff in the psi Educational Support Services Department such as: Speech/Language Pathologist, Intervention Specialist, Gifted/Talented Teacher, Tutor/Remedial Teacher, Psychologist, Counselor and Special Education Services.

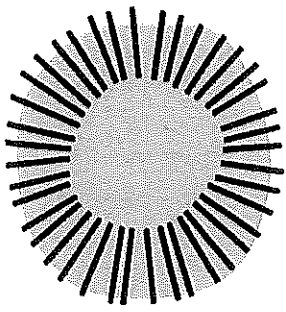


educational services  
school health programs  
training/education

## ATTACHMENT C

### School Employee Retirement System

psi will collect and remit the Employee's contributions required by the State Retirement System and submit it monthly during the term of this agreement for all psi's employees as required by law.



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## SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on \_\_\_\_\_ 2021, between **Strongsville City School District** (the "District"), an Ohio Public School, chartered under Chapter 3311 of the Ohio Revised Code, and **Education Alternatives ("EA")**, an Ohio nonprofit corporation, with offices at 5445 Smith Road, Cleveland, OH 44142 (the "Parties").

## BACKGROUND

WHEREAS, the District must provide a free and appropriate education ("FAPE") for its students, in accordance with state and federal laws;

WHEREAS, EA is an accredited service provider equipped to educate students with varying educational, emotional and physical needs and meet the students' FAPE requirements;

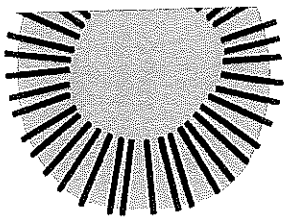
WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2021-2022 school year;

The Parties agree as follows:

### 1. EA Programming.

A. The District has the choice of five programs, depending upon the individual student's needs and the student's Individualized Education Program ("IEP") team determination.

- i. Day Treatment Program. EA's Day Treatment program is a non-residential program where students are provided intense mental health services in conjunction with the student's educational programming. EA's program features a 1:6 staff to student ratio, an emphasis on social skills development and behavior management. This program is best suited for students on an IEP, whose behavior issues prevent him or her from learning in a traditional education environment.
- ii. ECHO Program. EA's "ECHO" program is a flexible computer and individual tutoring based learning model for students at risk of dropping out of school, in need of credit recovery, or wanting a non-traditional learning environment. ECHO primarily serves students in grades 9-12, but can accommodate middle school students. ECHO's classrooms are staffed by licensed intervention specialists, to assist the student when necessary. The ECHO program is not suitable for students who demonstrate significant emotional disturbance.
- iii. Coral Autism Program. EA's "Coral Autism Program" is a program for students with an autism designation who may also have behavioral difficulties, but cannot function in a day-treatment classroom. The Coral program has a 1:3 staff-to-student ratio and the environment is tailored to the students' particular needs.
- iv. Plato Pre-School. EA's "Plato Pre-School" is a program for students who may be exhibiting behavioral difficulties prior to Kingergarten. The program is tailored to social skills development and



**EA** education  
alternatives

behavior management for children ages 3-5.

- i. VisionQuest. EA's "VisionQuest" program is for 18-22 year-olds with moderate disabilities, who require assistance in community involvement, employment and independent living skills.

B. Due to the Covid-19 pandemic health crisis, EA may provide the above educational services remotely, through a variety of distance/online learning platforms. The District will be notified if an enrolled student is receiving services remotely, and the expected duration the educational services will be provided remotely. The per diem rates specified in Schedule A will apply whether the contracted services are provided on-site or remotely.

2. **Related Services.** The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. EA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at EA facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the District's students.

3. **Term.** The term of this Agreement shall begin July 1st, 2021 and will automatically expire June 30th, 2022.

4. **Rates and Billing.**

A. The District shall pay EA the per diem rate, shown in Schedule A attached to this Agreement, for each student enrolled by the District, not to exceed 182 educational school days. The educational school year includes all: teacher in-services, calamity days, truancy days in accordance with Section 5(B), absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.

B. The District shall pay EA the cost of providing the enrolled Day Treatment student's mental health services, if the student does not qualify for Ohio Medicaid behavioral health services. The per diem rates for such services are shown in Schedule A. If the student does qualify for Ohio Medicaid, then EA will bill the District for the lesser amount shown in Schedule A.

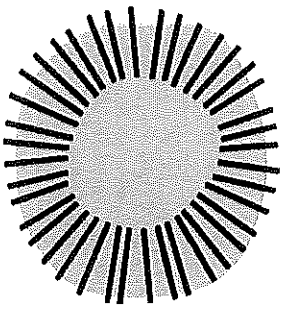
C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.

5. **Termination Of A Student's Placement.**

A. District's Obligations Cease. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from EA for any reason, the parties' respective obligations under this Agreement for that particular student shall terminate.

B. Non-Attendance. EA will suspend billing if a student exceeds ten (10) consecutive absences.

C. FAPE. If the IEP team, in accordance with federal and state law, determines that a particular student is not benefiting from the EA's programming and services, the parties will terminate the student's placement at EA.



**EA** education  
alternatives

D. Student A Danger to Self or Others. In the event that a EA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by EA's therapeutic approach, then the Parties will provide a more appropriate educational placement or immediately terminate the student's placement at EA. A more appropriate placement may be in-home instruction provided by EA staff, as determined by the IEP team and the student's needs.

**6. Education Records.**

A. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifactor evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.

B. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.

C. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.

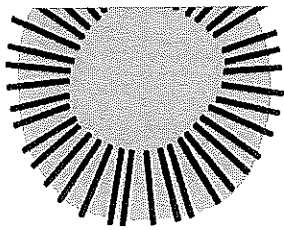
**7. Background Checks And Teacher Licenses.**

A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.

B. EA represents and warrants that its teachers are special education teachers, holding current licenses in the state of Ohio.

8. **Insurance.** EA shall at all times during the Term, or any extension thereof, procure, maintain and keep in force general public liability insurance for claims for personal injury, death, or property damage, occurring in connection with EA, with limits of not less than Two Million Dollars (\$2,000,000.00) in respect to: death or injury of a single person or in respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) per accident in respect to property damage.

9. **Indemnification.** EA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by EA; or ii) any third party claims made by students, parents, or guardians arising out of the Day Treatment Services or use of EA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, EA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations

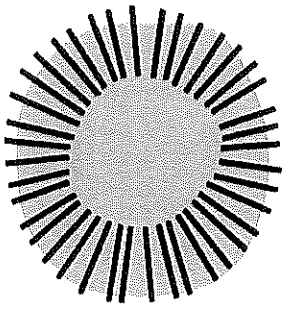


EA education  
alternatives

set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.

**10. Miscellaneous.**

- A. Merger. This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contractors or communications concerning the matters contained herein.
- B. Assignment. EA shall not assign this Agreement without the written consent of the District.
- C. Notices. All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated EA email address.
- D. Amendments. All amendments to this Agreement shall be in writing and executed by both Parties.
- E. Independent Contractor. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf.
- F. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.
- G. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- H. Binding Effect. This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.
- J. Choice of Law. This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.



**EA** education  
alternatives

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

**EDUCATION ALTERNATIVES**

**Strongsville City School District**

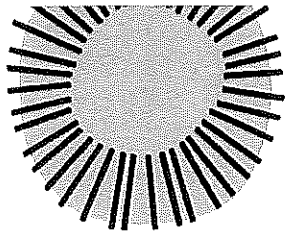
**By:**

Gerald Swartz, Executive Director

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

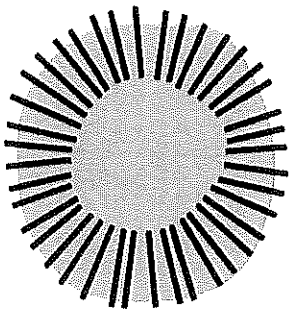


**EA** education  
alternatives

**Schedule A**  
**Education Alternatives Per Diem Rates 2021-2022**

<b>Day Treatment Program</b> CARF-accredited educational and therapeutic program.	\$212 per day \$252 per day, Non-Medicaid
<b>One-on-One Aide</b> Individualized services available in accordance with the student's IEP.	\$152 per day
<b>ECHO Program</b> Computer-based dropout prevention program.	\$45/per half day, <4 hours \$90/Full-Day, >4 hours
<b>VisionQuest</b> Transitional job training program for young adults with Autism/DD.	\$150 per day
<b>Plato Pre-School</b> Early childhood program at EA Ravenna.	\$125 per day
<b>Coral Autism Program</b> Specialized program for students on the autism spectrum.	\$230 per day





**EA** education  
alternatives

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## STUDENT TRANSPORTATION AGREEMENT

This Student Transportation Agreement (the "Agreement") is entered into on \_\_\_\_\_, 2021, between **Strongsville City Schools** (the "District"), an Ohio public school, chartered under Chapter 3311 of the Ohio Revised Code, and **EDUCATION ALTERNATIVES**, an Ohio nonprofit 501(c)(3) corporation, ("EA").

### BACKGROUND

WHEREAS, EA is in the business of providing transportation services for students of school districts throughout northeast Ohio;

WHEREAS, this Agreement engages EA to provide transportation services for the District during the 2021-2022 school year;

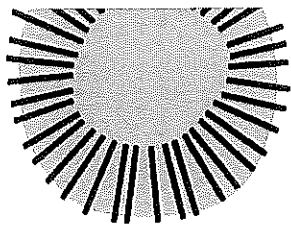
### THE PARTIES AGREE AS FOLLOWS:

#### 1. Scope Of Services: EA shall:

- a. Provide transportation services for the Districts' students, based upon the District's transportation needs during the Term of this Agreement; EA's transportation services include pickup and drop-off of the students at their homes, or other locations mutually agreed upon by the parties;
- b. Organize the transportation routes including pick-up and drop-off times and schedules;
- c. Promptly communicate with the parents, guardians and the District when transportation issues arise. Transportation issues may include, but are not limited to the following: issues regarding pick-up/drop-off times, scheduling, immediate safety of students, and behavioral incidents;
- d. Comply with the applicable current federal, state, and local laws, rules, and regulations for the special education transportation of students in the state of Ohio, including but not limited to the Family Educational Rights and Privacy Act the Individuals with Disabilities in Education Act and Ohio Department of Education requirements.

#### 2. Representations And Warranties. EA represents and warrants that:

- a. EA's vehicles satisfy the safety requirements of the Ohio Department of Education, including following a structured preventative maintenance schedule for all vehicles;
- b. EA drivers are trained and certified through the Ohio Department of Education, and meet the Ohio Department of Education's ongoing requirements of having a current driver's license;
- c. EA employees providing services under this Agreement have satisfied applicable criminal records, background checks and hiring restrictions, imposed by law, including the requirements of ORC §§ 3319.39 and 3319.392; and



EA education  
alternatives

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3. **Term Of The Agreement.** This Agreement will commence July 1, 2021 and expire on June 30, 2022 (the "Term"). This Agreement will not automatically renew at the expiration of the Term.

4. **Daily Rates, Billing And Payment.**

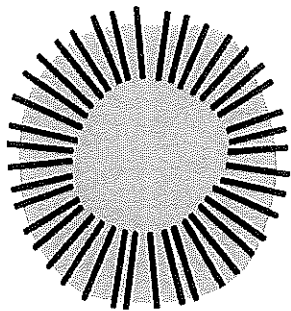
- a. The District shall compensate EA **\$42.00 per day** for each contracted seat the District requires (the "Daily Rate"). If EA provides a monitor for the route, The District shall compensate an additional **\$65.00 per day**.
- b. The District shall compensate EA an additional **\$25.00 per day**, per student, for any mid-school day routes, for which the student is transported alone (the "Additional Rate").
- c. The District shall pay EA the Daily Rate and any Additional Rates, for the transportation of each student enrolled by the District, including calamity days, truancy, and absenteeism, not to exceed 180 days;
- d. EA shall bill the District on a monthly basis, and the District shall pay each invoice within thirty days of receipt of the invoice.
- e. In the event that the District is no longer financially responsible for the student, the District may choose to continue to contract the seat for another student or terminate use of the seat. If the District chooses to terminate the seat, the District will incur no further financial obligation under this contract in regards to the individual seat.

5. **Insurance.**

- a. General Corporate Liability. During the Term of this Agreement, EA shall procure and maintain commercial general liability insurance with policy limits of not less than a combined single limit of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- b. Automobile Liability. EA will at all times during the term of this Agreement, maintain a vehicle insurance policy. Such coverage shall be in an amount of \$1,000,000, with an umbrella policy of \$5,000,000.

6. **Indemnification.** To the extent permissible by law, EA shall hold harmless, defend, indemnify, or cause to be reimbursed, the District, their respective Boards, agents and representatives, from all losses, damages, claims, causes of action, liabilities, fees, and costs of every kind and nature, caused by, relating to or arising from any act, neglect, default, or omission of EA, or by any person, firm or corporation employed by EA or acting directly or indirectly for EA in connection with EA's performance under this Agreement.

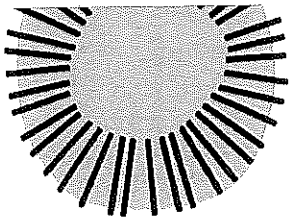
7. **Independent Contractor Relationship.** All persons directly or indirectly employed by EA to perform the services under this Agreement shall at all times during the performance of the services be and remain



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employees or agents of EA, and at no time shall they be employees or agents of the District. Accordingly, EA shall be solely responsible for payment of any and all contributions, taxes or penalties now or hereafter imposed under any local, county, state or federal law due on account of EA's employees or agents, including but not limited to taxes and/or contributions for social security, Medicare, worker's compensation, unemployment and retirement.

8. **Waiver.** No waiver of any condition, covenant or breach of this Agreement by either party will imply or constitute a further waiver of the same or any other condition or covenant.
9. **Severability.** All agreements and covenants contained in this Agreement are severable and in the event that any of them are held invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements and covenants were not contained herein.
10. **Entire Understanding.** This Agreement sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing, signed by both parties.
11. **Exhibits.** All exhibits, amendments, addenda, or attachments, attached to this Agreement are fully incorporated and made a part by this reference.
12. **Captions.** The captions used as headings for the various sections of this Agreement are used as a matter of convenience for reference purposes only.
13. **Governing Law.** The construction, validity and performance of this Agreement shall be governed in all respects by the law of the State of Ohio, without regard to its conflicts of laws provision.
14. **Approval.** This contract shall be subject to the written approval of the District's authorized representative and shall not be binding until so approved.



**EA** education  
alternatives

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

**EDUCATION ALTERNATIVES**

By: \_\_\_\_\_

Gerald Swartz, Executive Director

**THE DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_