

**STRONGSVILLE BOARD OF EDUCATION  
JULY 15, 2019  
REGULAR MEETING**

The Regular Meeting of the Strongsville Board of Education and any other items germane to the Board of Education was called to order at 7:00 p.m. on Monday, July 15, 2019, at the **Administration Building, Meeting Room, 18199 Cook Avenue, Strongsville, Ohio**, by President, Carl W. Naso.

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

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

Others present were: Dr. 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**

No public comment.

**APPROVAL OF MINUTES**

**19-07-01** Moved by Mr. Grozan to approve the minutes of the May 16, 2019 Regular Board of Education Meeting. All district video and audio recordings will be a permanent part of the minutes, seconded by Col. Evans and approved on a roll call vote as follows:

All Board approved minutes are available at <http://schools.strongnet.org/strongsville/minutes.html>.

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

**TREASURER'S REPORT**

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

**Resolution 19-07-02**

Be it resolved upon the recommendation of the Treasurer that the Cafeteria Change Fund be established in the amount of \$950.00. These funds are used to establish start-up funds for the school cafeterias.

**TREASURER’S REPORT** (continued)

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

**Resolution 19-07-03**

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.

\*C. High School Athletic Change Fund (300-District Managed Student Activity Fund)

**Resolution 19-07-04**

Be it resolved upon the recommendation of the Treasurer that the High School Change Fund be established in the amount of \$5,000.00. These funds are to be used to establish start-up funds for high school athletic events.

**SUPERINTENDENT’S REPORT**

**A. TIMELY INFORMATION**

1. Discussion Item – Board of Education Guidelines

It was suggested to move discussion on the Board of Education Guidelines to the August 1<sup>st</sup> Work Session.

**B. BUSINESS SERVICES**

1. Purchase of Bus Cameras (003-Permanent Improvement Fund)

**19-07-05** Moved by Col. Evans Superintendent that the Board of Education approves the purchase of cameras for District school buses from REI at the total quoted price of \$121,130.75. Funding to be from the Permanent Improvement Fund, seconded by Mrs. Ludwig and approved on a roll call vote as follows:

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

(Exhibit A)

This purchase will provide four internal cameras on the District’s serviceable buses. The District is able to make this purchase with savings realized in the budget over the years by purchasing larger but fewer buses.

Some discussion was had and questions answered regarding the capability and lifespan of the cameras. Dr. Ryba shared reasons for investing in the cameras. Discussion was also had regarding putting seatbelts and GPS systems on the buses.

Mr. Breckner will speak to the Board regarding GPS systems once his research is complete and he has a recommendation to present. The Board requested that Mr. Breckner also investigate the pricing for two external cameras for each bus. He will also be directed to check on the integration of the system and the warranties.

The cameras will be installed before the beginning of the school year.

**SUPERINTENDENT'S REPORT** (continued)

**C. CURRICULUM**

- \* 1. Overnight Trip – Strongsville High School Boys' and Girls' Cross Country Team Camp

**Resolution 19-07-06**

Be it resolved upon the recommendation of the Superintendent that permission be granted to the Strongsville High School Boys' and Girls' Cross Country Teams to attend an overnight camp. The camp will take place August 4-8, 2019 at Lakeside Historic Village in Lakeside, Ohio. Transportation will be provided by parents and costs associated with the trip will be paid by participating students and fundraising.

**D. STUDENT SERVICES**

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

**Resolution 19-07-07**

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into a contract with the Educational Service Center of Northeast Ohio for admission of students for visual, audiology and/or hearing impaired services for the 2019-2020 school year.

(Exhibit B)

- \*2. Education Alternatives Service Agreement (001-General Fund)

**Resolution 19-07-08**

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 2019-2020 school year.

(Exhibit C)

- \*3. Cleveland Clinic Lerner School for Autism (001-General Fund)

**Resolution 19-07-09**

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into an agreement with Cleveland Clinic Children's Hospital for Rehabilitation, on behalf of its Lerner School for Autism, for a student with disabilities for the 2019-2020 school year.

(Exhibit D)

**SUPERINTENDENT'S REPORT** (continued)

**E. HUMAN RESOURCES**

**\*1. Resignations – Administrative (001-General Fund)**

**Resolution 19-07-10**

Be it resolved upon the recommendation of the Superintendent that the following administrative resignations be accepted:

Kelli Izzo, Assistant Principal, assigned to Strongsville Middle School. Effective end of day July 31, 2019.

Mark Smithberger, Principal, assigned to Strongsville High School. Effective end of day July 31, 2019.

Vicki Turner, Director of Instructional Technology, assigned to the Administrative Offices. Effective end of day July 31, 2019.

**Resignations – Certificated (001-General Fund)**

Be it resolved upon the recommendation of the Superintendent that the following certificated resignations be accepted:

Steven Deidrick, Social Studies Teacher and Cross Country Assistant Coach, assigned to Strongsville High School. Effective July 2, 2019.

Mollie Mason, Business and Marketing Teacher, assigned to Strongsville High School. Effective June 27, 2019.

**Resignation – Certificated Stipend (001-General Fund)**

Be it resolved upon the recommendation of the Superintendent that the following certificated stipend resignation be accepted effective July 1, 2019:

Daniel Collins                                      Teacher Based Team Coach

**\*2. Appointments – Administrative (001-General Fund)**

Ms. Pelko introduced the new Administrative Staff (listed below) in attendance this evening including Ms. Jamie Bailey, Middle School Assistant Principal. Ms. Bailey's appointment is included on the addendum.

**Resolution 19-07-11**

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

Steven Diedrick, Principal, Bessie Kinsner Elementary School, two-year, 215 day contract, salary to be Column 6 PL 0 at \$85,260.00 per year, plus an educational incentive of \$1,750.00. To be paid at \$404.69 per diem for five (5) additional days to be worked during July 2019. Effective August 1, 2019. Replacement for Adam Marino.

Adam Marino, Principal, Strongsville Middle School, three-year, 215 day contract, salary to be Column 5 PL 15 at \$110,381.00 per year, plus an educational incentive of \$2,750.00. To be paid at \$526.19 per diem for five (5) additional days to be worked during July 2019. Effective August 1, 2019. Replacement for Steven Deitrick.

**SUPERINTENDENT’S REPORT** (continued)

**E. HUMAN RESOURCES** (continued)

\*2. Appointments – Administrative (001-General Fund) (continued)

Joseph Mueller, Principal, Strongsville High School, one-year, 260 day contract, salary to be Column 2 PL 15 at \$124,338.00 per year, plus an educational incentive of \$3,750.00. To be paid at \$492.65 per diem for five (5) additional days to be worked during July 2019. The Administrator shall also be entitled to those fringe benefits set forth in the Administrative Handbook, which benefits may from time to time be changed during the term of the Administrator’s contract as determined by the Board. Effective August 1, 2019. Replacement for Mark Smithberger.

Appointment – Certificated (001-General Fund)

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

Rachael Griffen, Intervention Specialist – Moderate/Intensive, 184 day limited contract, salary to be BA/0 at \$40,920.00 per year. Effective August 16, 2019. Replacement for Stacy Shifley.

Appointments – Certificated Supplementals – Prorated (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired for the 2019-2020 school year. Be it further resolved that these limited contracts be non-renewed for the 2020-2021 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.

Danielle Blackman	Student Council Advisor, SMS
Christopher Chidsey	Band Director, SMS
Lisa Foky	Vocal Director, SMS
Mary Giaimo	Newspaper Advisor, SHS
Paula Hartsough	Detention Monitor, SMS
Brian King	Band Director, SMS
Jamison Muth	Vocal Director, SMS
Tanya Rogers	Orchestra Director, SMS
Brittany Sermak	Sixth Class Grade 9 Science, SHS
Renee Strong	Band Director, SMS
Kimberly Taylor	Orchestra Director, SMS

Appointments – Certificated Supplemental Contracts – Paid Upon Completion (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired for the 2019-2020 school year based upon receipt of clear FBI/BCI background check, Fundamentals of Coaching, Concussion Certificate, CPR, Lindsay’s Law, Sports First Aid, and Pupil Activity Permit. Be it further resolved that these limited contracts be non-renewed for the 2020-2021 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 upon completion.

Christopher Koval	Weight Room Supervisor, SHS
Ashley Swaney	Head Basketball Cheerleading Coach, SHS

**SUPERINTENDENT’S REPORT** (continued)

**E. HUMAN RESOURCES** (continued)

\*2. Appointments–Non-Certificated Supplemental Contracts–Paid Upon Completion(001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be hired for the 2019-2020 school year based upon receipt of clear FBI/BCI background check, Fundamentals of Coaching, Concussion Certificate, CPR, Lindsay’s Law, Sports First Aid, and Pupil Activity Permit. These contracts have been offered to those employees of the District who have a certificate of a type described in Section 3319.08 of the Ohio Revised Code and no such employee qualified to fill this position has accepted it. Be it further resolved that these limited contracts be non-renewed for the 2020-2021 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 upon completion.

Troy Grahl	Head Hockey Coach, SHS
Jennifer Huryn	Head Gymnastics Coach, SHS
Al Pucillo	Head Wrestling Coach, SHS
Thomas Stacy	Head Swimming Coach, SHS

\*3. Stipends – Summer R-Factor Training (001-General Fund) (590-Title II-A Improving Teacher Quality Fund)

**Resolution 19-07-12**

Be it resolved upon the recommendation of the Superintendent that a stipend of \$100.00 per six (6) hours be paid to certificated instructional personnel who participate in R-Factor Training. Stipends to be paid from Title II-A funds. Attendance to be verified by the principal, Strongsville High School.

Be it further resolved upon the recommendation of the Superintendent that a stipend of \$100.00 per six (6) hours be paid to certificated pupil services personnel who participate in R-Factor Training. Stipends to be paid from the general fund. Attendance to be verified by the principal, Strongsville High School.

Be it further resolved upon the recommendation of the Superintendent that a stipend be paid to non-certificated personnel who participate in R-Factor Training. Stipends to be paid from the general fund at the employee’s hourly rate. Attendance to be verified by the principal, Strongsville High School.

Stipend – Teacher Based Team Coach (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that a stipend be paid to certified personnel for serving as a Teacher Based Team (TBT) coach for the 2019-2020 school year. Stipend to be paid upon completion in the second pay in June 2020.

Sean Collins	\$1,000.00	High School
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**SUPERINTENDENT'S REPORT** (continued)

**E. HUMAN RESOURCES** (continued)

\*4. Medical Leaves – Non-Certificated

**Resolution 19-07-13**

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

Timothy Burke (FMLA)	June 2, 2019 to August 23, 2019
Michael Savage (Injury)	June 13, 2019 to July 26, 2019

\*5. Unpaid Medical Leaves – Non-Certificated

**Resolution 19-07-14**

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

Karen Pirosko (UPMLA)	Extension to December 20, 2019
Stephen Polansky (BWC)	Extension to September 20, 2019

\*6. Volunteer – Chaperone/Mentor

**Resolution 19-07-15**

Be it resolved upon the recommendation of the Superintendent that the following volunteer be approved to mentor or chaperone students:

Heena Shah	July 1, 2019 to July 1, 2024
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**ADDENDUM**

\*1. Resignation – Certificated (001-General Fund)(ADDENDUM)

**Resolution 19-07-16**

Be it resolved upon the recommendation of the Superintendent that the following certificated resignation be accepted:

Jamie Bailey, Grade 4 Teacher, assigned to Kinsner Elementary School. Effective July 10, 2019.

\*2. Appointment – Administrative (001-General Fund) (ADDENDUM)

**Resolution 19-07-17**

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

Jamie Bailey, Assistant Principal, Strongsville Middle School, two-year, 215 day contract, salary to be Column 8 PL 0 at \$78,155.00 per year, plus an education incentive of \$2,750.00. To be paid \$376.31 per diem for five (5) additional days to be worked during July 2019. Effective August 1, 2019. Replacement for Kelli Izzo.

**SUPERINTENDENT'S REPORT** (continued)

**E. HUMAN RESOURCES** (continued)

**ADDENDUM** (continued)

\*2. Appointments – Certificated (001-General Fund) (ADDENDUM)

Ms. Pelko introduced Heather Magg, Grade 4 teacher.

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

Nicole Bender, Grade 1 Teacher, 184 day limited contract, salary to be BA/0 at \$40,920.00 per year. Effective August 16, 2019. Replacement for Janet Dodosh.

Heather Magg, Grade 4 Teacher, 184 day limited contract, salary to be BA/0 at \$40,920.00 per year. Effective August 16, 2019. Replacement for Jamie Bailey.

The Strongsville City School District in accordance with Ohio Revised Code Section 3319.22, hereby offers to employ Jenna Naymik as a Business and Marketing Teacher, salary to be BA/0 at \$40,920.00, in accordance with the collective bargaining agreement, provided that Jenna Naymik secures the necessary certificate/license required by the Ohio Department of Education in order to serve as a Business and Marketing Teacher. Said individual's employment by the Board of Education is expressly contingent upon the individual securing said certificate/license. Failure to secure the necessary certificate/license in a timely manner shall cause the automatic withdrawal of the offer of employment without further action of the Board of Education, and shall constitute the individual's voluntary relinquishment of a contract with the Board of Education pursuant to Ohio Revised Code Section 3319.22. If the individual is eligible for the necessary certificate/license, properly applied for it from the Ohio Department of Education, and is simply awaiting receipt of the actual certificate from the Ohio Department of Education, the offer of employment will not be automatically withdrawn if said certificate/license is not received by the Board of Education. Effective August 16, 2019. Replacement for Mollie Mason.

**E. TECHNOLOGY**

No items to report.

**CONSENT CALENDAR**

**19-07-18** Moved by Col. Evans to approve the Consent Calendar, seconded by Mrs. Ludwig and approved on a roll call vote as follows:

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

**BOARD BYLAWS AND POLICIES**

The majority of the policy revisions are to maintain compliance with federal, state, and local laws. Most of the revisions are routine, but there are changes in the biennium budget to graduation requirements. Graduation Requirements Policy, 5460, will have to be updated again when the biennium budget passes.

Mr. Micko spoke briefly on Crowdfunding, policy 6605.



**BOARD BYLAWS AND POLICIES** (continued)

**19-07-19** Moved by Mr. Grozan to approve Board Bylaws and Policies as listed, seconded by Col Evans and approved on a roll call vote as follows:

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

**A. Third Reading**

Revised Bylaw 0100 – Definitions  
Revised Policy – 2413 – Career Advising  
Revised Policy 5113.02 – School Choice Options  
Revised Policy 5460 – Graduation Requirements  
Revised Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Students  
Revised Policy 5610.03 – Emergency Removal of Students  
Revised Policy 6320 – Purchasing and Bidding  
Revised Policy 6325 – Procurement – Federal Grants/Funds  
Revised Policy 6605 – Crowdfunding  
Revised Policy 7540 – Technology  
Revised Policy 7540.02 – Web Accessibility, Content, Apps, and Services  
Revised Policy 7540.04 – Staff Technology Acceptable Use and Safety  
Revised Policy 8400 – School Safety  
Revised Policy 8500 – Food Services

**BOARD OF EDUCATION / OTHER**

Wednesday is the Homecoming parade.

Mr. Micko gave a quick update on the Biennium Budget and the Cupp Paterson Report (HB305).

Mr. Micko shared some information on graduation requirements. The District is a member of the Alliance for High Quality Education. Dr. Ryba sits on the Accountability Committee. What is to be adopted for the graduation requirements is sponsored by the Alliance for High Quality Education, and Dr. Ryba feels the new requirements for graduation are a step up in terms of what our students in Ohio and Strongsville deserve.

Mr. Naso spoke on vaping and shared details of a recent report.

**MEETING NOTIFICATIONS**

A Regular Board of Education Meeting – Work Session will be held Thursday, August 1, 2019, 7:00 p.m. in the Meeting Room of the Administration Building, 18199 Cook Avenue, Strongsville, Ohio.

A Special Board of Education Meeting – Retreat will be held on Tuesday, August 6, 2019, 6:00 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 15, 2019, 7:00 p.m. in the Meeting Room of the Administration Building, 18199 Cook Avenue, Strongsville, Ohio.

**EXECUTIVE SESSION**

No Executive Session.

**ADJOURNMENT**

**19-07-20** Moved by Mr. Grozan to adjourn the Strongsville Board of Education Regular Session, seconded by Col. Evans and approved on a roll call vote as follows:

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

Meeting adjourned at 7:51 p.m.

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Carl W. Naso, President

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George K. Anagnostou, Treasurer



6534 L Street, Omaha, NE 68117  
www.radioeng.com

# EXHIBIT A QUOTE

Date: 7/8/2019

Expiration: 30 days

**Prepared by** Cary Grossman  
Territory Manager  
Office: (402) 339-2200 ext. 237  
Cell: (402) 650-4875  
Email: cgrossman@radioeng.com



**Prepared for** STRONGSVILLE CITY SCHOOLS  
LORI SINICK  
lsinick@scsmustangs.org  
(440) 572-7060  
STRONGSVILLE CITY SCHOOLS

*Thank you for your inquiry to REI. I am pleased to submit the following quotation for your review.*

Quantity	Part Number	Description	Price Per Unit	Total
65	HD5-600-4-500GB HDD	HD5-600 DVR,4 CAMS,500GB HDD	\$1,710.00	\$111,150.00
65	710607	DVR, HD5-600 6 CHANNEL	\$0.00	\$0.00
65	512002	CABLE, POWER, HD SERIES DVR, 16'	\$0.00	\$0.00
65	710638	HDD MODULE, HD5, 500GB	\$0.00	\$0.00
260	710675	CAM, MB AHD WDR 170 HFOV 778	\$0.00	\$0.00
65	512167	CABLE, CAMERA TO DVR, 15'	\$0.00	\$0.00
65	511966	CABLE, CAMERA TO DVR, 30'	\$0.00	\$0.00
65	512169	CABLE, CAMERA TO DVR, 40'	\$0.00	\$0.00
65	512170	CABLE, CAMERA TO DVR, 60'	\$0.00	\$0.00
1	530093	CABLE, USB 3.0, A-M/B-M, 3FT.	\$0.00	\$0.00
65	511986	HARNES,EVENT MARK,ALARM/PANIC,20'	\$50.00	\$3,250.00
65	SVDISC	DISCOUNT - REI SURVEILLANCE PRODUCT	(\$410.00)	(\$26,650.00)
65	960002I-A	INSTALLATION, REI SURVEILLANCE-A	\$470.00	\$30,550.00
1	960002F	ESTIMATED SHIPPING CHARGES	\$2,830.75	\$2,830.75
<b>Total</b>				<b>\$121,130.75</b>

#### Terms and Conditions

Pricing is USD and does not include taxes, handling, freight, duties, bank fees or similar charges. Pricing in this quote may be based upon volume discounts and is subject to change at any time. Terms of sale are FOB Shipping Point. Standard terms (subject to credit approval) are Net 30 Days. Freight charges will be prepaid and added to the invoice, unless method and account number is specified on purchase order.

Standard product warranty applies unless otherwise stated above. Installation and on-site training are not included unless otherwise stated above. Online training and technical support are available upon request.

Special bid or contract terms are not accepted by REI unless specifically stated above. REI reserves the right to correct errors or omissions. **This quote is valid for 30 days** and for the quantities listed on the quote unless otherwise noted.

**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, 18199 Cook Ave., Strongsville, OH 44136 hereby enters into a contract for admission of student(s) with the Educational Service Center of Northeast Ohio for educational purposes for the school year of 2019-2020 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.

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

**SERVICE: VISUAL IMPAIRMENTS**

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

VISUALLY IMPAIRED SERVICES (VI)	\$97.00 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 2020	

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

The above signatures were approved by Board Resolution # \_\_\_\_\_.

**EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO**

We do hereby admit the above listed pupil to our schools on the terms described above for the school year 2019-2020.

*Robert M. Mung...*

June 28, 2019

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

*[Signature]*

June 28, 2019

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

Please return a signed copy of this Agreement along with a signed P.O. for the above service to Leanne Long, ESC of Northeast Ohio, Essex Place, Suite 300, 6393 Oak Tree Blvd., S. 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, 18199 Cook Ave., Strongsville, OH 44136 hereby enters into a contract for admission of student(s) with the Educational Service Center of Northeast Ohio for educational purposes for the school year of 2019-2020 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.

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

**SERVICE: AUDIOLOGY and/or HEARING IMPAIRMENT**

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

<b>AUDIOLOGY SERVICE PER STUDENT PER HOUR (AUDIO)</b>	<b>\$91.63</b>
<b>TEACHER OF HEARING IMPAIRED PER HOUR</b>	<b>\$87.00</b>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

The above signatures were approved by Board Resolution # \_\_\_\_\_.

**EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO**

We do hereby admit the above listed pupil to our schools on the terms described above for the school year 2019-2020.

*Robert M. Mungert*

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

June 28, 2019

*[Signature]*

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

June 28, 2019

Please return a signed copy of this Agreement along with a signed P.O. for the above service to Leanne Long, ESC of Northeast Ohio, Essex Place, Suite 300, 6393 Oak Tree Blvd., S. Independence, OH 44131.



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**SERVICE AGREEMENT**

This SERVICE AGREEMENT (the “Agreement”) is entered into on \_\_\_\_\_ 2019, between **Strongsville City Schools** (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;

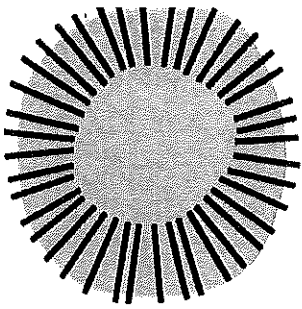
WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2019-2020 school year;

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 Individual Education Placement (“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 behavior management for children ages 3-5.



v. 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.

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 Districts' students.
3. **Term.** The term of this Agreement shall begin August 26th, 2019 and will automatically expire June 5th, 2020.
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.
  - 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.<sup>1</sup>

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## 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.

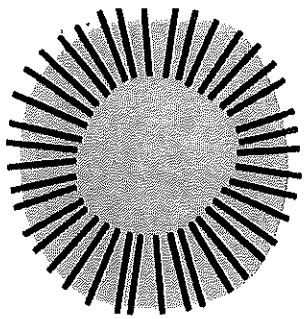
## 7. Background Checks And Teacher Licenses.

- 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 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.

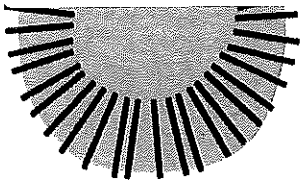




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10. Miscellaneous.

- 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.



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

**EDUCATION ALTERNATIVES**

**Strongsville City Schools**

**By:**

Gerald Swartz, Executive Director

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

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

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

CLEVELAND CLINIC LERNER SCHOOL FOR AUTISM  
Cleveland Clinic Children's Hospital for Rehabilitation  
**2019–2020 School Tuition Agreement with School System**  
STRONGSVILLE CITY SCHOOL DISTRICT

This School Tuition Agreement ("AGREEMENT") dated this first day of April, 2019, is between Strongsville City Schools Board of Education in the State of Ohio ("SENDING DISTRICT") and Cleveland Clinic Children's Hospital for Rehabilitation, on behalf of its Lerner School for Autism, a non-public school for children with autism spectrum and related disorders located in the State of Ohio ("NON-PUBLIC SCHOOL").

WITNESSETH:

In consideration of the covenants herein contained, the parties agree as follows:

1. The SENDING DISTRICT agrees to purchase from the NON-PUBLIC SCHOOL the agreed upon education services described in the individualized educational program and/or education curriculum plan ("SERVICES") for a resident pupil ("PUPIL") from the SENDING DISTRICT. The NON-PUBLIC SCHOOL agrees to provide SERVICES to the PUPIL during the 2019–2020 school year, inclusive of the summer of 2020, in accordance with the Individuals with Disabilities Education Act (hereafter "IDEA") (20 U.S.C. §§ 1400, *et seq.*) and the regulations promulgated thereunder and Ohio Revised Code Title XXXIII, Chapter 3323 and the regulations promulgated thereunder by the State Board of Education, as applicable. Upon placement of the PUPIL, NON-PUBLIC SCHOOL will not be responsible for, and SENDING DISTRICT will continue to be responsible for, the three year comprehensive Evaluation Team Report (ETR). PUPIL and his/her parents/guardians will comply with the NON-PUBLIC SCHOOL policies and procedures, including its Parent Handbook, which may be revised from time to time at NON-PUBLIC SCHOOL's sole discretion. The NON-PUBLIC SCHOOL reserves the right to determine the appropriate and suitable staffing personnel for PUPIL. Any staff changes are at the NON-PUBLIC SCHOOL's sole discretion and determination and without prior notice of any changes or decisions. There can be no guarantees pertaining to the integrity or outcomes of services. The NON-PUBLIC SCHOOL cannot guarantee the effectiveness of the outcomes of the programming implemented, but will provide SENDING DISTRICT with documentation of progress for review.
2. This AGREEMENT is effective as of August 26, 2019 (the "EFFECTIVE DATE") and shall continue in full force and effect until July 31, 2020, unless otherwise terminated sooner as provided herein.
3. Tuition charges under this AGREEMENT, as well as the payment of the same, shall be made in accordance with applicable Ohio Statutes and the rules and regulations of the State Board of Education.
  - A. The SENDING DISTRICT agrees to pay the NON-PUBLIC SCHOOL tuition for the term of this AGREEMENT of Eighty Thousand Eight Hundred and Forty Dollars (\$80,840.00). Payments may be made according to one of the following payment options (please select one):

**OPTION 1:**

One (1) payment in the amount of Seventy-Nine Thousand Two Hundred Twenty-Three Dollars and Twenty Cents (\$79,223.20), which must be paid by check and is due NO LATER than August 26, 2019. This amount represents a discount of two percent (2.0%) from the tuition charges for the term of this AGREEMENT. If payment is not received in full by August 26, 2019, then SENDING DISTRICT will make payments in accordance with Option 2 below. Notwithstanding the foregoing, if the PUPIL does not enroll at the start of the 2019–2020 school year term, tuition charges will be calculated and due for payment as described in Section 3(C).

**OPTION 2:**

Eleven (11) monthly payments each in the amount of Seven Thousand Three Hundred Forty-Nine Dollars and Ten Cents (\$7,349.10) which shall be due NO LATER than the first (1<sup>st</sup>) day of each month, with the first payment due on September 1, 2019 and the final payment due on July 1, 2020. Notwithstanding the foregoing, if the PUPIL does not enroll at the start of the 2019–2020 school year term, tuition rates will be calculated and due for payment as described in Section 3(C).

- B. In the event that services beyond those listed in Section 1 of this AGREEMENT are deemed to be needed, the parties will enter into a separate agreement outlining the scope of those services and the additional compensation, if any. If SENDING DISTRICT determines that a multifaceted evaluation (MFE) is needed and wishes to engage the NON-PUBLIC SCHOOL to conduct the MFE, NON-PUBLIC SCHOOL will perform such service for an additional charge as agreed to in a separate agreement.
- C. In the event that the PUPIL does not enroll at the start of the 2019–2020 school year term, tuition charges shall be calculated as further described herein. Tuition shall commence as follows:
1. If the PUPIL's scheduled start date is on or between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day of the month, tuition shall commence on the first (1<sup>st</sup>) day of such month.
  2. If the PUPIL's scheduled start date is on or between the sixteenth (16<sup>th</sup>) day of the month and the final day of the month, tuition shall commence on the fifteenth (15<sup>th</sup>) day of such month.

In the event that the PUPIL does not enroll at the start of the 2019–2020 school year term and if payment is made according to Option 1 as outlined in Section 3(A), the tuition payment is due no later than thirty (30) days after the PUPIL's scheduled start date. In the event that the PUPIL does not enroll at the start of the 2019–2020 school year term and if payment is made according to Option 2 as outlined in Section 3(A), the first tuition payment is due prior to the PUPIL's scheduled start date and any remaining payments will be made pursuant to the applicable payment schedule as described in Section 3(A).

4. Invoices will be sent to the SENDING DISTRICT based on the tuition payment schedules outlined in Section 3 of this AGREEMENT and will include appropriate PUPIL identification. All payments are to be mailed to the following address:

Cleveland Clinic Children's Hospital for Rehabilitation – Center for Autism  
P.O. Box 931028  
Cleveland, Ohio 44193

If payments are sixty (60) days or more past due, beginning with the following calendar month, the NON-PUBLIC SCHOOL shall have the right to immediately suspend SERVICES, release the PUPIL from the NON-PUBLIC SCHOOL, and terminate this AGREEMENT immediately. NON-PUBLIC SCHOOL shall forward unpaid balances to a collection agency. Termination of this AGREEMENT shall not affect NON-PUBLIC SCHOOL's right to pursue recovery of any payments or other amounts owed under this AGREEMENT.

5. The NON-PUBLIC SCHOOL agrees to record PUPIL's attendance in a public school register as required by the rules and regulations of the Ohio State Board of Education.
6. SERVICES for PUPIL will not commence until all required enrollment forms and documents, including the execution of this AGREEMENT, are completed and returned to the NON-PUBLIC SCHOOL prior to the PUPIL's scheduled start date.
7. Either party may terminate this AGREEMENT by providing at least thirty (30) days' prior written notice to the other party.

- However, if the SENDING DISTRICT does not provide at least thirty (30) days' prior written notice, the NON-PUBLIC SCHOOL will charge the SENDING DISTRICT an amount based upon a termination date set at thirty (30) days after SENDING DISTRICT's actual notice date. The amount shall be calculated as follows:

1. If the PUPIL's termination date as determined by this Section 7 is on or between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day of the month, SENDING DISTRICT shall be charged, and shall be responsible for payment of, fifty percent (50%) of the monthly tuition rate for the final month.

2. If the PUPIL's termination date as determined by this Section 7 is on or between the sixteenth (16<sup>th</sup>) day of the month and the final day of the month, SENDING DISTRICT shall be charged, and be responsible for payment of, the full monthly tuition rate for the final month.

- However, if the NON-PUBLIC SCHOOL does not provide at least thirty (30) days' prior written notice, the SENDING DISTRICT is only responsible for tuition up to and including the PUPIL's last day of attendance.

8. If the PUPIL is absent for more than five (5) consecutive days, the NON-PUBLIC SCHOOL agrees to notify the SENDING DISTRICT of such absence to allow the SENDING DISTRICT the option of investigating PUPIL's enrollment status. If the SENDING DISTRICT discovers enrollment has ceased, SENDING DISTRICT will provide written notice of the termination to the NON-PUBLIC SCHOOL and will be responsible for the amount outlined under Section 7 above. If the NON-PUBLIC SCHOOL fails to notify the SENDING DISTRICT, its right to tuition beyond the absences not communicated will be waived.

9. In the event that any dispute arises under this AGREEMENT, the parties will seek to resolve the dispute as expeditiously as possible with the understanding that the interests of the PUPIL shall be of the foremost concern in resolving such disputes.
10. In the event that the letter of approval to operate from the Ohio Department of Education is withdrawn from the NON-PUBLIC SCHOOL, this AGREEMENT shall terminate. The SENDING DISTRICT shall be responsible for the length of time the PUPIL is enrolled.
11. The parties agree to comply with all applicable laws, rules and regulations as they may be amended from time to time. In the event that any part of this AGREEMENT is determined to violate federal, state, or local laws, rules, or regulations, or NON-PUBLIC SCHOOL policy, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire AGREEMENT into compliance, either party may terminate this AGREEMENT on thirty (30) days' prior written notice to the other Party, or earlier if necessary to prevent noncompliance with a governmental deadline or effective date.
12. Enrollment is for full-day SERVICES. Leaves of absence from the program are typically not permitted without payment of tuition, but may be considered on an individual basis and at the sole discretion of NON-PUBLIC SCHOOL. Continued placement will be considered based on individual circumstances and at the sole discretion of NON-PUBLIC SCHOOL.
13. Any notices required or permitted to be given hereunder by either party hereunder shall be in writing and shall be deemed given on the date received if delivered personally or by a reputable overnight delivery service, or three (3) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses:

If to SENDING DISTRICT:

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

If to NON-PUBLIC SCHOOL:

Cleveland Clinic Center for Autism  
2801 Martin Luther King Jr. Blvd.  
Cleveland, Ohio 44104  
Attn: Department Manager, Cleveland Clinic Center for Autism

14. For general communications with SENDING DISTRICT, NON-PUBLIC SCHOOL shall use the following contact information:

Pupil Services:

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

Progress Reports:

Name/Title: Andy Trujillo, Dir. of Student Services  
Mailing Address: 18199 Cook Ave., Strongsville, OH 44136  
Phone: 440-572-7045  
Email: atrujillo@scsmustangs.org

Accounts Payable:

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

15. Each party shall maintain insurance for professional liability and comprehensive general liability coverage of its agents, employees, representatives, and contracted servants in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Upon request, each party shall provide the other party with documents or certificates of insurance evidencing the coverage required under this Section 15. Such liability policies shall not be canceled, reduced, or adversely modified without providing at least sixty (60) days' prior written notice to the other party.
16. During the performance of this AGREEMENT, the NON-PUBLIC SCHOOL agrees as follows:
  - A. The NON-PUBLIC SCHOOL will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin; ancestry, marital status or gender.
  - B. The NON-PUBLIC SCHOOL will, in all solicitations or advertisements for employees placed by or on behalf of the NON-PUBLIC SCHOOL, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or gender.
  - C. The NON-PUBLIC SCHOOL will recruit and admit children of any race, color, gender or ethnic origin to all its rights, privileges, programs and activities. In addition, the NON-PUBLIC SCHOOL will not discriminate on the basis of race, color, gender or ethnic origin in the administration of its educational programs and athletics/extracurricular activities.
  - D. The NON-PUBLIC SCHOOL shall furnish such reports or other documents to the Ohio Department of Education, Pupil Development Division, Equity Assurance and Compliance Section, as may be requested by the Department from time to time in order to carry out the purposes of applicable regulations.
17. MISCELLANEOUS.
  - A. The parties recognize that NON-PUBLIC SCHOOL is a non-profit, tax-exempt organization and agree that this AGREEMENT will take into account and be consistent with NON-PUBLIC SCHOOL's tax-exempt status. If any part or all of this AGREEMENT is determined to jeopardize the overall tax-exempt status of NON-PUBLIC SCHOOL and/or any of its

exempt affiliates or corporate members, then NON-PUBLIC SCHOOL will have the right to terminate this AGREEMENT immediately. NON-PUBLIC SCHOOL shall have ultimate control over any actions that affect its mission and tax-exempt status regardless of management of day-to-day operations.

- B. This AGREEMENT shall be construed, interpreted, and enforced in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions. The parties agree that any litigation arising out of this AGREEMENT shall be subject to the exclusive jurisdiction of the local, state, or federal courts in Cuyahoga County, Ohio.
- C. SENDING DISTRICT shall not use the name, logo, likeness, trademarks, image or other intellectual property of the NON-PUBLIC SCHOOL for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the NON-PUBLIC SCHOOL as to each such use.
- D. SENDING DISTRICT hereby represents and warrants that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs (collectively, "Debarred") and acknowledges that the NON-PUBLIC SCHOOL shall have the right to terminate this AGREEMENT immediately in the event that SENDING DISTRICT is Debarred.
- E. If Section 952 of the Omnibus Reconciliation Act of 1980, which amended Section 1861(v)(1) of the Social Security Act, and the regulations promulgated thereunder, applies to this AGREEMENT, each party will make available to the Secretary of Health and Human Services, and to the Comptroller General of the United States upon written request, such books, documents and records necessary to verify the nature and extent of the costs of the SERVICES provided hereunder. Access will be granted until the expiration of six (6) years after the furnishing of SERVICES hereunder. Access will also be granted to any books, documents or records related to this AGREEMENT between a party and organizations related to that party, but only on an as needed basis.
- F. The NON-PUBLIC SCHOOL expends a great deal of time and resources recruiting and training its employees and consultants to assure a high degree of competency and the SENDING DISTRICT agrees that, during the term of this Agreement and for one year thereafter ("Restricted Period"), it will not, either directly or indirectly, employ or attempt to employ any employee of NON-PUBLIC SCHOOL, or otherwise solicit, induce, cause or facilitate any employee of NON-PUBLIC SCHOOL to terminate his or her employment with such employer, without the written consent of NON-PUBLIC SCHOOL after reasonable notice. This restriction shall not prohibit SENDING DISTRICT from engaging in general advertising or other general solicitation not targeted at any such employee, or from hiring or employing such employee who responds to a general advertisement or general solicitation not targeted at any such employee.



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

CLEVELAND CLINIC CHILDREN'S HOSPITAL  
FOR REHABILITATION

SENDING DISTRICT

\_\_\_\_\_  
Hospital Administrator/Hospital Director

\_\_\_\_\_  
Superintendent of Schools/ Board of Education  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Treasurer