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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, AUGUST 10, 2020, 7:00 P.M.

TO JOIN BY VIDEO CLICK THE FOLLOWING LINK:

<http://stream.meet.google.com/stream/8b07903f-8af8-4c26-a103-c752209a37b2>

(employees and/or those viewing from a student email acct. who do not plan to make public comment)

or

<http://meet.google.com/vbu-uryr-ntw>

(non-employees/making public comment)

TO JOIN BY TELEPHONE CALL THE FOLLOWING NUMBER:

(US)

+1 260-286-0611

PIN: 632 122 010#

AGENDA ADDENDUM

VI. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Employments

- c) Erica King, Certified Teacher
 - d) Kaitlyn White, Certified Teacher
 - e) Hayley Kowalczyk, Long-term Certified Substitute (Speech/Language Pathologist)
 - f) Patti Allen, Athletic Contest Worker
 - g) Rhonda Clem, Athletic Contest Worker
 - h) Val Dannemiller, Athletic Contest Worker
 - i) Phil Horrisberger, Athletic Contest Worker
4. Recommendation to amend the unpaid leave of Katie Morfchak through the 2020-2021 school year (previously approved through January 3, 2021 at the February 10 BOE meeting)

B. ACTION CONSENT ITEMS

18. Recommendation to approve the Wadsworth City School District Independent Contractor Agreement for SERS Covered Services between Total Education Solutions and the Wadsworth City School District Board of Education for the period of August 10, 2020 through June 30, 2021

19. Recommendation to approve the Wadsworth City School District Independent Contractor Agreement for Non STRS/ SERS Covered Services between Total Education Solutions and the Wadsworth City School District Board of Education for the period of August 1, 2020 through June 30, 2021
20. Recommendation to approve the Wadsworth City School District Independent Contractor Agreement for SERS Covered Services between Partners for Success and Innovation and the Wadsworth City School District Board of Education for the period of August 12, 2020 through July 31, 2021
21. Recommendation to approve the Service Agreement by and between PSI Affiliates, Inc./PSI Associates, Inc. and the Wadsworth City School District Board of Education for the 2020-2021 School Year

C. PERSONNEL ITEMS

1. Supplemental Contracts

- (1) Patti Back, LPDC
- (2) Pam Csaky, Drama Dept. Chair
- (3) Kyle Arrowsmith, WMS Football Asst. Coach (50%)
- (4) Maria Nichols, WMS Fall Cheerleading Advisor (50%)
- (5) Maria Nichols, WMS Winter Cheerleading Advisor (50%)

Detail Sheet

VI. Administrative Items

A. Personnel Consent Items

- 1.(c) **Erica King:** Ms. King is being recommended to fill the part-time preschool teacher position left open by the resignation of Dr. Margo Costello.
- 1.(d) **Kaitlyn White:** Ms. White is being recommended to fill the part-time physical education teaching position left open by the resignation of Ms. Deena Keller.
- 1.(e) **Hayley Kowalczyk:** Ms. Kowalczyk is being recommended to fill the long-term speech and language pathologist substitute position left open from Ms. Katie Morfchak's leave of absence.

B. Action Consent Items

11. **Revised School Calendar:** The 2020-2021 school calendar being recommended for approval is different than the one included in the original board supporting documents on Friday, August 7. In the August 7 version, Memorial Day was counted as both a teacher workday and a student school day. This revision corrects this error and makes the new last day of school for students as Friday, June 4, and the last teacher workday as Monday, June 7.

- 18 & 19. Total Education Solutions:** The Wadsworth City School District Independent Contractor Agreements between Total Education Solutions and the Wadsworth City School District Board of Education being recommended for approval are for Sacred Heart of Jesus School. Ohio Revised Code requires our district to be the fiscal officer for the funds Sacred Heart is using to pay for their services; and, as a result, we have to enter into the contract with Total Education Solutions on Sacred Heart's behalf.
- 20. Partners for Success and Innovation (PSI) Independent Contractor Agreement:** The Independent Contractor Agreement with PSI being recommended for approval is for Sacred Heart of Jesus School. The Wadsworth City School District Board of Education is required to approve the contract because we are the fiscal agent, by Ohio law, for the funds Sacred Heart of Jesus School will use to pay for health aide and registered nurse services provided to them by PSI.
- 21. PSI Service Agreement:** The Service Agreement with PSI being recommended for approval is for Sacred Heart of Jesus School. The Wadsworth City School District Board of Education is required to approve the contract because we are the fiscal agent, by Ohio law, for the funds Sacred Heart of Jesus School will use to pay for remedial teacher, intervention specialist and tutor services provided to them by PSI.

Erica King

Education

- | | | |
|---|--------------------------|---------------------|
| • The University of Toledo | Toledo, Ohio | 2016-Present |
| ◦ Working towards a Masters Degree in Special Education | | |
| ◦ 24 hours completed | | |
| ◦ 3.79 GPA | | |
| • The Defiance College | Defiance, Ohio | 2010-2014 |
| ◦ Major: Early Childhood Education; Bachelor of Science | | |
| ◦ Defiance College Service Leader Scholarship Member | | |
| ◦ Dean's List | | |
| ◦ GPA: 3.8 | | |
| ◦ Magna Cum Laude | | |
| • Pettisville High School | Pettisville, Ohio | 2006-2010 |
| ◦ GPA: 3.8 | | |

LICENSE/CERTIFICATIONS

5 Year Professional Early Childhood (P-3) License	07/01/19-06/30/24
5 Year Professional Early Childhood Intervention Specialist (P-3) License	07/01/19-06/30/24
4 Year Pupil Activity Permit	07/01/17-06/30/21
CPR/First Aid Certified	

WORK EXPERIENCE

Independence Local Schools	Independence, Ohio	August 2019-June 2020
• Preschool Teacher (Students ages 3-5) (1 Year Long Term Substitute Position)		
• Preschool Intervention Specialist		
Stryker Local Schools	Stryker, Ohio	August 2015-May 2019
• Preschool Teacher (Students ages 3-5)		
• Preschool Intervention Specialist		
• Maintained Step Up To Quality 5-Star Award for Stryker's Preschool Program		
Liberty Center Local Schools	Liberty Center, Ohio	August 2014-May 2015
• 4th Grade Special Education Paraprofessional		
• Led small group and one on one instruction		
• Assisted with behavior students in and out of the classroom		
Defiance City Schools	Defiance, Ohio	August 2013-May 2014
• Student Teaching Internship		
• 1st Grade Teaching Placement		

COACHING EXPERIENCE

Independence Local Schools	Independence, Ohio	2019-2020
• Assistant Varsity Basketball Coach		
Stryker Local Schools	Stryker, Ohio	2017, 2018, 2019
• Varsity Softball Coach		2017-2018, 2018-2019
• Junior Varsity Basketball Coach		2015-2016, 2016-2017
• 8th Grade Basketball Coach		
Liberty Center Local Schools	Liberty Center, Ohio	2015, 2016
• Varsity Softball Coach		2014-2015
• Varsity Basketball Assistant Coach		

Kaitlyn N. White

OBJECTIVE

Seeking a teaching position in Physical and Health Education in hopes to instruct, motivate, and mentor students to reach their full potential.

EDUCATION

Bachelor of Science in Education

May 2015

Youngstown State University, Youngstown, Ohio

Licensure: Physical and Health Education grades PreK-12

GPA: 3.4/4.0 scale

FIELD EXPERIENCE

Full-Time Physical Education Teacher at Struthers Elementary School;

Currently Employed

- Producing and teaching lessons for students in Kindergarten through 4th grade with adherence to the Ohio Standards for Physical Education.
- Creating and administering differentiated instruction and assessments to gauge student learning.
- In charge of taking attendance, monitoring student progress, tracking grades, engaging students in active learning, and using the tactical approach to get all students involved.
- Working with fellow colleagues to collaborate lesson plans and give students the best experience in physical education.

Full-Time Substitute Physical Education Teacher at Canfield Village Middle School;

12/2015-06/2016

- Producing and teaching lesson plans for students in 5th through 8th grade with adherence to the Ohio Standards for Physical Education.
- Creating and administering differentiated instruction and assessments to gauge student learning.
- In charge of taking attendance, monitoring student progress, tracking grades, engaging students in active learning, and using the tactical approach to get all students involved.
- Working with fellow Physical Educator to collaborate lesson plans and give students the best experience in physical education.

LLI Intervention Tutor at Campbell Elementary School; 08/2015-12/2015

- In charge of K-3 groups and monitoring their reading while using the LLI Intervention program.
- Monitors students throughout the day and in the classrooms.
- Works with fellow teachers to promote a learning environment.
- Collaborates with administration on a regular basis.

Student Taught at Campbell High School/Elementary School; Spring 2015

- Producing and implementing lesson plans for students in multi-age grade levels with adherence to the Ohio Standards for Physical Education and the National Standards for Health Education.
- Creating and administering differentiated instruction and assessments to gauge student learning.
- In charge of taking attendance, monitoring student progress, tracking grades, engaging students in active learning, and using the tactical approach to get all students involved.

Pre-Clinical Experience. Liberty High School; Fall 2014

- Created and taught lessons for 9th and 10th grade classes in Physical and Health Education.
- Worked with students to help with various assignments, such as engaging students with hands-on activities and active learning.
- Taught using the tactical approach in which gets the students involved and working as one to achieve the same goal.

Pre-Clinical Experience. Hubbard Middle School; Spring 2014

- Created and taught lessons for 7th grade Health classes.
- Help students with various assignments, such as in class and take home activities along with engaging students and using lots of interactive activities.

Pre-Clinical Experience. Robinwood Elementary School; Spring 2014

- Created and taught lessons for 1st grade Physical Education classes.
- Worked with students to help increase their ability with motor movements and learning.
- Provided students with a fun and exciting atmosphere to learn new and exciting movements/activities.

RELEVANT WORK EXPERIENCE

Head Varsity Girls Volleyball Coach. Struthers High School; 2018

- Head coach of the Girls JV basketball team.
- Collaborates with administration and other coaches on a regular basis.
- Challenges the girls to be the best they can be on a daily basis.

Head JV Girls Basketball Coach. Campbell Memorial High School; 2015-2016

- Head coach of the Girls JV basketball team.
- Collaborates with administration and other coaches on a regular basis.
- Challenges the girls to be the best they can be on a daily basis.

Volunteer Head Volleyball Coach, 14 year-old team. Trumbull Volleyball Club; January-May 2014

PROFESSIONAL MEMBERSHIP/ACTIVITIES

- Member of the HEPE Majors Club
- Member of The Ohio Association for Health, Physical Education, Recreation, and Dance (OAHPERD)
- **Presenter** at OAHPERD conventions; Fall 2013, 14, 15, 16, 17, 18, and 2019
- CPR/AED/First Aid Certified (American Red Cross)
- **Presenter** at Youngstown State University Crash Day
- **Speaker** on Domestic Violence

- Community Service
 - Field day for Fairhaven children at YSU
 - Volunteered time at The Rich Center for Autism
 - Jump Rope for Heart
 - Volunteered time to raise money for Relay for Life

REFERENCES

Dr. Marcia Matanin
YSU
Chair of Education

Dr. Mary LaVine
YSU
Assistant Professor

Bethany Carlson
Struthers Elementary
Head Principal

WADSWORTH CITY SCHOOLS | 2020-2021 CALENDAR

AUGUST 2020						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

19

No School (Prof. Dev. In-Service)

25-28

No School (Teacher Work Days)

31

First Student Day Gr. 1-12 (last name beginning with A-L only)

T-6

S-1 (A-L)

4

WMS/WHS 2-hr. Delayed Start

15

No School (President's Day)

T-19 S-19

FEBRUARY 2021

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
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28						

SEPTEMBER 2020						
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20	21	22	23	24	25	26
27	28	29	30			

1

First Student Day Gr. 1-12 (last name beginning with M-Z only)

2

All Students Gr. 1-12 Attend

4

First Student Day (Kindergarten)

7

No School (Labor Day)

8

First Student Day (Preschool)

25

No School (Prof. Dev. In-service)

T-21

S-20 (M-Z) and S-19 (A-L)

[illegible]

OCTOBER 2020							
S	M	T	W	Th	F	S	
				1	2	3	1 WMS/WHS 2-hr. Delayed Start
4	5	6	7	8	9	10	15 No School PS-6 only) - Conferences 11:30 a.m.-7 p.m.
11	12	13	14	15	16	17	16 No School (Teacher Comp. Day)
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	T-22 S-21

1	WMS/WHS (Gr. 9, 11 & 12 only) - 2-hr. Delayed Start (Gr. 10 starts at normal time)	<table><tr><th colspan="7">APRIL 2021</th></tr><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr><tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr><tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr><tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr><tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr><tr><td>25</td><td>25</td><td>27</td><td>28</td><td>29</td><td>30</td><td></td></tr></table>							APRIL 2021							S	M	T	W	Th	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	25	27	28	29	30	
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2	No School (Good Friday)																																																								
5-9	No School (Spring Break)																																																								
		T-16 S-16																																																							

NOVEMBER 2020						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

3 No School (PS-Gr. 6 only) -
Conferences 8:10 a.m.-3:40 p.m.

5 WMS/WHS 2-hr. Delayed Start

13 No School (Prof. Dev. In-service)

26-30 No School (Thanksgiving Break)

T-18 S-17

6	WMS/WHS 2-hr. Delayed Start	MAY 2021 <table><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr><tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr><tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr><tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr><tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr><tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr></table>							S	M	T	W	Th	F	S							1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					
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30	Commencement																																																								
31	No School (Memorial Day)																																																								

T-20 S-20

DECEMBER 2020						
S	M	T	W	Th	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

4	Last Student Day	<table><tr><th colspan="7">JUNE 2021</th></tr><tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr><tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr><tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr><tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr><tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr><tr><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td></tr></table>	JUNE 2021							S	M	T	W	Th	F	S			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30			
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7	Teacher Work Day																																																		
T-5 S-4																																																			

JANUARY 2021							
S	M	T	W	Th	F	S	
					1	2	1 No School (Winter Break Cont'd.)
3	4	5	6	7	8	9	7 WMS/WHS 2-hr. Delayed Start
10	11	12	13	14	15	16	15 No School (Prof. Dev. In-service)
17	18	19	20	21	22	23	18 No School (M. L. King, Jr. Day)
24	25	26	27	28	29	30	
31							

<u>Grading Periods</u>		<u>Gr. 5-12 Quarters</u>
Gr. K-4 Trimesters:	8/31/2020-11/20/2020	8/31/2020-10/23/2020
	11/23/2020-3/5/2021	10/26/2020-1/14/2021
	3/8/2021-6/3/2021	1/19/2021-3/19/2021
		3/22/2021-6/3/2021
<u>Evening Conference Dates:</u>		
<u>PS-Gr. 6:</u> 9/30/2020 & 2/2/2021 (4:30-8:00 p.m.)		
<u>WMS:</u> 11/12/2020	<u>WHS:</u> 11/5/2020	
If the district falls below the minimum hours required in a school year due to calamity day, hours will be added at the end of the school year, beginning June 4, 2021.		

**WADSWORTH CITY SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
FOR SERS COVERED SERVICES**

August 10, 2020 - June 30, 2021

This Agreement is made by the Wadsworth City Board of Education ("Board") and Total Education Solutions ("Contractor") (collectively "Parties").

WHEREAS, the Contractor has expertise in providing services sought by the Board; and

WHEREAS, the Board wishes to utilize the Contractor's services and abilities during the term of this Agreement and the Contractor is willing to offer such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. ENGAGEMENT AND DUTIES

- a. During the term of this Agreement, the Board hereby engages the Contractor and the Contractor hereby agrees to serve the Board as an independent contractor. The Contractor shall be available to work at reasonable times and for reasonable periods of time to perform services required by the Board.
- b. The Contractor hereby represents and warrants to the Board that it has the necessary expertise, licenses, permits, and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.
- c. The Contractor's duties shall be as follows:

To provide direct and consultative services for students and teachers in the Sacred Heart School which shall include:

- i. Direct Services. Direct services will include hands-on, one-on-one, or group services that address the goals outlined in each student's Individualized Education Plan (IEP) as set forth by the student's IEP team; assessment of each student's functioning during period evaluations; assisting Sacred Heart School in obtaining necessary equipment, at the Board's sole cost, to meet the goals set forth in each student's IEP; making adjustments to Sacred Heart Schools' equipment as needed to meet each student's needs; train each student in the use of appropriate equipment.
- ii. Consultative Services. Consultative services will include communication, email and informal and formal (IEP, ETR, transition, change of placement) meetings with family and professionals to address each student's individual goals, modify goals, and train support staff in the daily needs of each student; preparation of documents as required by Sacred Heart School.

2. TERM

This Agreement shall begin on August 10, 2020 and end June 30, 2021. This Agreement shall not renew unless agreed to in writing by the Contractor and the Board, pursuant to a board resolution.

3. COMPENSATION

For all services rendered by the Contractor under this Agreement, the Contractor shall be paid as follows, which shall include a breakdown of each employee's rate of pay for services rendered to the Board pursuant to this Agreement, as well as the required SERS contributions:

Service	Employee	Billed Rate	Pay Rate	SERS Employer Share	SERS Employee Share	Total Due To Contractor By Board
List service	Employee Name	TES Hourly Billed Rate	Rate paid to employee	Employer Rate to SERS (14% of Pay Rate)	Employee SERS Rate (10% SERS) of Pay Rate	Billed Rate less SERS employer share + employee share)
Instructional Assistance Services	Babs Uhls	\$26.50	\$15.00	14% of \$15.00	10% of \$15.00 (Assuming SERS position)	\$22.90 Equal to bill rate less (employer share + employee share)

4. SERS

a. The Contractor expressly acknowledges and agrees that the compensation received from the Board pursuant to Paragraph 3 of this Agreement is the only compensation that it will receive from the Board related to the Contractor's provision of services to the Board as outlined in Paragraph 1(c) of this Agreement.

b. The Contractor expressly acknowledges and agrees that it is mutually responsible for any liabilities the Board may incur as a result of the provision of services by the

Contractor's employees to the Board under his Agreement, including, but not limited to, any present or future obligations to make contributions to the School Employees Retirement System of Ohio ("SERS"), or any successor retirement system(s) to SERS.

- c. The Contractor expressly acknowledges and agrees that it shall be solely responsible for any payments, penalties, or interest the Board may owe, both now and in the future, to SERS (or any successor retirement system(s) to SERS), or any of Contractor's employees for failure to make required contributions to SERS related to any services provided to the Board by Contractor's employees pursuant to this Agreement provided TES provides the required payroll information to the Wadsworth City Schools as outlined in Paragraph 4 (d)
- d. The Contractor expressly agrees that it shall provide the Board with sufficient information regarding its compensation to each of the Contractor's employees providing services to the Board under this Agreement so as to enable the Board to comply with its obligations to SERS. This information shall include, but is not limited to, a written report detailing each employee's rate of pay for services rendered to the Board pursuant to this Agreement and the IRS Form W-2 for every employee providing services to the Board under this Agreement. The Contractor expressly agrees that it shall comply with any request from the Board for employee compensation information reasonably related to the Board's payments to SERS on behalf of such employee. Further, this information shall be provided to the Wadsworth City Schools on the invoices as outlined in paragraph 3 within the first five (5) business days of the month.
- e. The Parties mutually agree that in order to comply with SERS requirements, the Board shall pay to SERS both the employee and employer shares as required by law and set by SERS, the legal calculation of which may change from time to time. The Parties further mutually agree that the applicable employee and employer shares paid to SERS by the Board shall be deducted from the amount owed to the Contractor by the Board under Paragraph 3 of this Agreement. For example, if the Contractor charges the Board \$100.00 for services rendered by one of the Contractor's employees during the 2016-2017 school year and the Contractor pays the employee \$50.00 for the provision of these services, the Board is presently required to remit \$12.00 to SERS (10% employee share [\$5.00] and 14% employer share [\$7.00]) as the combined required employee and employer shares. Accordingly, the Board's remaining obligation to the Contractor would be only \$88.00 (\$100.00 - \$12.00 = \$88.00) in the case of an SERS covered employee. The Parties understand and agree that the total amount owed to the Contractor by the Board under this Agreement shall be calculated pursuant to Paragraph 3 of this Agreement irrespective of the percentage of the employee's compensation required to be paid to SERS by the Board.

- f. The Contractor expressly agrees to indemnify and hold the Board harmless from any and all SERS (or any successor retirement system(s) to SERS) related claims covered by Paragraph 4 of this Agreement as required by Paragraph 11 of this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

- a. The Board and the Contractor acknowledge that the Contractor is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee or principal and agent between the Board and the Contractor. The Board is relying on the Contractor's own training and expertise to provide the services in a competent, efficient, professional and satisfactory manner. Neither Party shall have authority to create, alter, or amend any agreement or representations on behalf of the other Party or to incur liabilities on behalf of the other Party.
- b. The Contractor shall assume sole responsibility for the payment or withholding of all federal, state or local income taxes, Social Security taxes, and unemployment taxes or liabilities arising from the Contractor's compensation pursuant to this Agreement and shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors under this Agreement. Moreover, the Contractor solely assumes responsibility for compliance with the Fair Labor Standards Act, including, but not limited to, minimum wage and overtime requirements. Further, the Contractor shall indemnify and hold the Board harmless from any claims covered by this Paragraph pursuant to Paragraph 11 of this Agreement.

6. ADHERENCE TO APPLICABLE POLICIES AND LAWS

The Contractor agrees that it will adhere to all applicable Board policies, guidelines, and standards, including, without limitation, all safety guidelines and programs, as well as all applicable state, local, and federal laws, including, but not limited to the Family Education Rights and Privacy Act ("FERPA"), any applicable sexual offender/predator laws and all applicable background check requirements, in providing the services under this Agreement. The Contractor further agrees that its staff will adhere to all applicable Board policies and regulations regarding proper behavior on Board premises and treatment of Board property. The Contractor further agrees to pay all costs for any damage to any Board property caused by the Contractor's staff.

7. LICENSURE/CERTIFICATION

The Contractor shall ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification.

8. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Contractor shall ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied. A copy of all background/criminal records checks shall be maintained by the Contractor for inspection by the Board, upon request.

9. DUTY TO REPORT CHILD ABUSE

The Contractor shall ensure that any employee, agent or representative who provides services under this Agreement complies with all applicable laws regarding reporting of known or suspected child abuse.

10. NONDISCRIMINATION

The Contractor covenants that it does not and will not discriminate against any individual on the basis of race, color, religion, sex, military status, national origin, disability, age, genetic information or any other reason prohibited by law.

11. INDEMNIFICATION

The Contractor will defend, indemnify and hold the Board, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the Board in connection with the provision of services under this Agreement, including but not limited to such claims, liabilities, actions, suits, damages and/or losses resulting from actions taken by and care given by the Contractor in providing the services under this Agreement, as well as any losses, costs and attorneys fees incurred in responding to any such claims arising from or connected with the provision of services under this Agreement.

12. LIABILITY INSURANCE

At all times during the term of this Agreement, the Contractor shall maintain and keep in full force and effect, liability insurance, at its sole cost, as follows: Professional liability insurance, \$1,000,000.00 per occurrence. The Contractor shall provide the Board with a certificate or certificates of insurance evidencing compliance with the Paragraph 12. If coverage changes, the Contractor must forward evidence of new coverage within ten (10) days of the change. The Board shall be named as Additional Insured for all policies except workers' compensation. The insurances shall be carried by insurance companies authorized and licensed to transact business in Ohio, as selected by the Contractor.

Contractor shall also maintain at all times during the term of this Agreement workers' compensation coverage per statutory requirements and shall provide the Board with appropriate certificate(s) evidence such coverage.

Contractor shall also maintain at all times during the term of this Agreement unemployment coverage per statutory requirements and shall provide the Board with appropriate certificate(s) evidence such coverage.

13. CONFIDENTIALITY/EDUCATIONAL AND STUDENT RECORDS

Student education records will only be released to the Contractor as provided by all applicable laws, including but not limited to FERPA, and Board policy and guidelines. Additionally, the Contractor will adhere to FERPA requirements and all other applicable laws regarding the use, maintenance and/or disclosure of such education records. The Contractor, including its officers, agents, and employees, shall not use or disclose student records in any manner prohibited by FERPA or any other applicable federal or state law, or contrary to the purposes of this Agreement. The duty to maintain the confidentiality of student personally identifying information shall survive the termination of this Agreement. The Contractor shall immediately report to the Board any unauthorized use or disclosure of student records or information by the Contractor or its officers, agents or employees, of which the Contractor becomes aware. In addition to the confidentiality obligations it has regarding student records, the Contractor acknowledges that any information obtained regarding the Board's operations, products, services, policies or any other aspect of its business is confidential and shall not be revealed or disclosed to any person, company or other entity without express written permission of the Board.

14. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the Party at the address set forth below, or to such changed address as a Party may have fixed by notice to the other Party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Contractor:

Total Education Solutions
3428 W. Market St
Fairlawn Ohio 44333
tnovak@tesidea.com

If to the Board:

Andrew Hill
Wadsworth City Schools.
524 Broad St.
Wadsworth, OH 44281

15. TERMINATION

This Agreement may be terminated without cause by either Party on thirty (30) calendar days written notice of said intent, delivered by certified or registered mail upon the other Party at the address provided in Paragraph 14 of this Agreement. Additionally, the Board may terminate this Agreement immediately and without penalty if otherwise required by law, if the amount of service required by a student's IEP to whom the Contractor is

providing such service is reduced or eliminated, or if the Contractor engages in illegal conduct or other conduct that is contrary to the educational mission of the Board.

16. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Medina County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties, and supersedes any previous agreements they may have made, whether orally or in writing.

18. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either Party without the prior written consent of the other Party.

19. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both Parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the Party to be charged. However, if the Board is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement can be amended pursuant to such mandate by the Board without written consent of the Contractor.

20. WAIVER OF BREACH

The waiver by any Party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any Party hereto.

21. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Board and the Contractor shall survive the completion of services hereunder and the termination of this Agreement, including without limitation provisions on indemnity.

22. COUNTERPARTS

This Agreement may be signed by the Parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement. This Agreement shall be binding when executed by both Parties.

23. SUNSHINE LAW COMPLIANCE

The Parties expressly acknowledge and agree that all formal actions of the Board concerning and relating to the adoption of this Agreement were conducted in an open meeting of the Board, and that all deliberations of the Board that resulted in such formal actions were adopted in meetings open to the public, in accordance to the law.

IN WITNESS THEREOF, the Parties hereto have set their hands.

Total Education Solutions

Contractor

Date

*The signatory expressly warrants that he/she has authority to bind the Contractor to the terms of this Agreement.

WADSWORTH CITY
BOARD OF EDUCATION

By _____
President (In his/her official capacity only)

Date

And by _____
Superintendent (In his/her official capacity only)

Date

And by _____
Treasurer (In his/her official capacity only)

Date

Attachments: Board Resolution No. _____

R.C. 5705.41 and R.C. 5705.412 Certificate

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Treasurer
(In his/her official capacity only)

Superintendent
(In his/her official capacity only)

Date

Date

Board President
(In his/her official capacity only)

Date

WADSWORTH CITY SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
FOR NON STRS/SERS COVERED SERVICES

August 1, 2020 - June 30, 2021

This Agreement is made by the Wadsworth City Board of Education ("Board") and Total Education Solutions ("Contractor") (collectively .. Parties").

WHEREAS, the Contractor has expertise in providing services sought by the Board; and

WHEREAS, the Board wishes to utilize the Contractor's services and abilities during the tenn of this Agreement and the Contractor is witting to offer such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. ENGAGEMENT AND DUTIES

- a. During the tenn of this Agreement, the Board hereby engages the Contractor and the Contractor hereby agrees to serve the Board as an independent contractor. The Contractor shall be available to work at reasonable times and for reasonable periods of time to perform services required by the Board.
- b. The Contractor hereby represents and warrants to the Board that it has the necessary expertise, licenses, pennits, and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.
- c. The Contractor's duties shall be as follows:

To provide direct and consultative services for students and teachers in the Sacred Heart School which shall include:

- i) **Direct Services**. Direct services will include hands-on, one-on-one, or group services that address the goals outlined in each student's Individualized Education Plan (IEP) as set forth by the student's IEP team; assessment of each student's functioning during period evaluations; assisting Sacred H cart School in obtaining necessary equipment, at the Board's sole cost, to meet the goals set forth in each student's IEP; making adjustments to Sacred Heart Schools' equipment as needed to meet each student's needs; train each student in the use of appropriate equipment.
- ii.) **Consultative Services**. Consultative services will include communication,

email and informal and formal (IEP, ETR. transition, change of placement) meetings with family and professionals to address each student's individual goals, modify goals, and train support staff in the daily needs of each students preparation of documents as required by Sacred Heart School.

2. TERM

This Agreement shall begin on August 1, 2020 and end on June 30, 2021. This Agreement shall not renew unless agreed to in writing by the Contractor and the Board, pursuant to a board resolution.

3. COMPENSATION

For all services rendered by the Contractor under this Agreement, the Contractor shall be paid as follows, which shall include a breakdown of each employee's rate of pay for services rendered to the Board pursuant to this Agreement, for this contract there are not required contributions to STRS or SERS.

Service	Employee	Billed Rate	Pay Rate	STRS/SERS Employer Share	STRS/SERS Employee Share	Total Due to Contractor by Board
List Service	Employee Name	TES Hourly Rate	Rate Paid to employee	Employer Rate n/a	Employee STRS/SERS n/a	Billed Rate less (STRS/SERS employer share + employee share)
Intervention Specialist	Liddia Nie	\$50.00	n/a	n/a	n/a	\$50.00
Intervention Specialist	Nancy Trexler	\$50.00	n/a	n/a	n/a	\$50.00
School Psychologist	Julie Shaw	\$70.50	n/a	n/a	n/a	\$70.50

4. STRS/SERS

a. The Contractor expressly acknowledges and agrees that the compensation received from the Board pursuant to Paragraph 3 of this Agreement is the only compensation that it will receive from the Board related to the Contractor's provision of services to the Board as outlined in Paragraph I(c) of this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

a. The Board and the Contractor acknowledge that the Contractor is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee or principal and agent between the Board and the Contractor. The Board is relying on the Contractor's own training and expertise to provide the services in a competent, efficient, professional and satisfactory manner. Neither Party shall have authority to create, alter, or amend any agreement or representations on behalf of the other Party or to incur liabilities on behalf of the other Party.

b. The Contractor shall assume sole responsibility for the payment or withholding of all federal, state or local income taxes, Social Security taxes, and unemployment taxes or liabilities arising from the Contractor's compensation pursuant to this Agreement and shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors under this Agreement. Moreover, the Contractor solely assumes responsibility for compliance with the Fair Labor Standards Act, including, but not limited to minimum wage and overtime requirements. Further, the Contractor shall indemnify and hold the Board harmless from any claims covered by this Paragraph pursuant to Paragraph 11 of this Agreement.

6. ADHERENCE TO APPLICABLE POLICIES AND LAWS

The Contractor agrees that it will adhere to all applicable Board policies, guidelines, and standards, including, without limitation, all safety guidelines and programs, as well as all applicable state, local, and federal laws, including, but not limited to the Family Education Rights and Privacy Act ("FERPA"), any applicable sexual offender/predator laws and all applicable background check requirements, in providing the services under this Agreement. The Contractor further agrees that its staff will adhere to all applicable Board policies and regulations regarding proper behavior on Board premises and treatment of Board property. The Contractor further agrees to pay all costs for any damage to any Board property caused by the Contractor's staff.

**WADSWORTH CITY SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT
FOR SERS COVERED SERVICES**

This Agreement is made by the Wadsworth City Board of Education (“Board”) and Partners for Success and Innovation (“Contractor”) (collectively “Parties”).

WHEREAS, the Contractor has expertise in providing services sought by the Board; and

WHEREAS, the Board wishes to utilize the Contractor’s services and abilities during the term of this Agreement and the Contractor is willing to offer such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. ENGAGEMENT AND DUTIES

a. During the term of this Agreement, the Board hereby engages the Contractor and the Contractor hereby agrees to serve the Board as an independent contractor. The Contractor shall be available to work at reasonable times and for reasonable periods of time to perform services required by the Board.

b. The Contractor hereby represents and warrants to the Board that it has the necessary expertise, licenses, permits, and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.

c. The Contractor’s duties shall be as follows:

To provide school health services for students and teachers in the Sacred Heart School which shall include Registered Nurse Services, Educational Aide and Health Aide Services as described in Attachment B.

2. TERM

This Agreement shall begin on August 12, 2020 and end July 31, 2021. This Agreement shall not renew unless agreed to in writing by the Contractor and the Board, pursuant to a board resolution.

3. COMPENSATION

For all services rendered by the Contractor under this Agreement, the Contractor shall be paid as follows, which shall include a breakdown of each employee’s rate of pay for services rendered to the Board pursuant to this Agreement, as well as the required SERS contributions. Details of all fees are listed in Attachment A.

YEAR ONE: \$20,346.72 (Attachment A)

4. SERS

- a. The Contractor expressly acknowledges and agrees that the compensation received from the Board pursuant to Paragraph 3 of this Agreement is the only compensation that it will receive from the Board related to the Contractor's provision of services to the Board as outlined in Paragraph 1(c) of this Agreement.
- b. The Contractor expressly acknowledges and agrees that it is solely responsible for any liabilities the Board may incur as a result of the provision of services by the Contractor's employees to the Board under his Agreement, including, but not limited to, any present or future obligations to make contributions to School Employees Retirement System of Ohio ("SERS"), or any successor retirement system(s) to SERS.
- c. The Contractor expressly acknowledges and agrees that it shall be solely responsible for any payments, penalties, or interest the Board may owe, both now and in the future, to STRS, SERS (or any successor retirement system(s) to SERS), or any of Contractor's employees for failure to make required contributions to SERS related to any services provided to the Board by Contractor's employees pursuant to this Agreement.
- d. The Contractor expressly agrees that it shall provide the Board with sufficient information regarding its compensation to each of the Contractor's employees providing services to the Board under this Agreement so as to enable the Board to comply with its obligations to SERS. This information shall include, but is not limited to, and written report detailing each employee's rate of pay for services rendered to the Board pursuant to this Agreement and the IRS Form W-2 for every employee providing services to the Board under this Agreement. The Contractor expressly agrees that it shall comply with any request from the Board for employee compensation information reasonably related to the Board's payments to SERS on behalf of such employee. In addition, the Contractor shall be responsible for forwarding to the Board a check equal to 24% (14% employer share and 10% employee share) within two business days of the Contractor's payroll date. If the Contractor is delinquent in forwarding the payment and payroll information to the Board and the Board incurs a penalty from SERS the Contractor will be liable for said penalty.
- e. The Parties mutually agree that in order to comply with SERS requirements, the Board shall pay to SERS both the employee and employer shares as required by law and set by SERS, the legal calculation of which may change from time to time

- f. The Contractor expressly agrees to indemnify and hold the Board harmless from any and all SERS (or any successor retirement system(s) to SERS) related claims covered by Paragraph 4 of this Agreement as required by Paragraph 11 of this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

- a. The Board and the Contractor acknowledge that the Contractor is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee or principal and agent between the Board and the Contractor. The Board is relying on the Contractor's own training and expertise to provide the services in a competent, efficient, professional and satisfactory manner. Neither Party shall have authority to create, alter, or amend any agreement or representations on behalf of the other Party or to incur liabilities on behalf of the other Party.
- b. The Contractor shall assume sole responsibility for the payment or withholding of all federal, state or local income taxes, Social Security taxes, and unemployment taxes or liabilities arising from the Contractor's compensation pursuant to this Agreement and shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors under this Agreement. Moreover, the Contractor solely assumes responsibility for compliance with the Fair Labor Standards Act, including, but not limited to, minimum wage and overtime requirements. Further, the Contractor shall indemnify and hold the Board harmless from any claims covered by this Paragraph pursuant to Paragraph 11 of this Agreement.

6. ADHERENCE TO APPLICABLE POLICIES AND LAWS

The Contractor agrees that it will adhere to all applicable Board policies, guidelines, and standards, including, without limitation, all safety guidelines and programs, as well as all applicable state, local, and federal laws, including, but not limited to the Family Education Rights and Privacy Act ("FERPA"), any applicable sexual offender/predator laws and all applicable background check requirements, in providing the services under this Agreement. The Contractor further agrees that its staff will adhere to all applicable Board policies and regulations regarding proper behavior on Board premises and treatment of Board property. The Contractor further agrees to pay all costs for any damage to any Board property caused by the Contractor's staff.

7. LICENSURE/CERTIFICATION

The Contractor shall ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification.

8. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Contractor shall ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied. A copy of all background/criminal records checks shall be maintained by the Contractor for inspection by the Board, upon request.

9. DUTY TO REPORT CHILD ABUSE

The Contractor shall ensure that any employee, agent or representative who provides services under this Agreement complies with all applicable laws regarding reporting of known or suspected child abuse.

10. NONDISCRIMINATION

The Contractor covenants that it does not and will not discriminate against any individual on the basis of race, color, religion, sex, military status, national origin, disability, age, genetic information or any other reason prohibited by law.

11. INDEMNIFICATION

The Contractor will defend, indemnify and hold the Board, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the Board in connection with the provision of services under this Agreement, including but not limited to such claims, liabilities, actions, suits, damages and/or losses resulting from actions taken by and care given by the Contractor in providing the services under this Agreement, as well as any losses, costs and attorneys fees incurred in responding to any such claims arising from or connected with the provision of services under this Agreement.

12. LIABILITY INSURANCE

At all times during the term of this Agreement, the Contractor shall maintain and keep in full force and effect, liability insurance, at its sole cost, as follows: Professional liability insurance, \$1,000,000.00 per occurrence. The Contractor shall provide the Board with a certificate or certificates of insurance evidencing compliance with the Paragraph 12. If coverage changes, the Contractor must forward evidence of new coverage within ten (10) days of the change. The Board shall be named as Additional Insured for all policies except workers' compensation. The insurances shall be carried by insurance companies authorized and licensed to transact business in Ohio, as selected by the Contractor.

Contractor shall also maintain at all times during the term of this Agreement workers' compensation coverage per statutory requirements and shall provide the Board with appropriate certificate(s) evidence such coverage.

Contractor shall also maintain at all times during the term of this Agreement unemployment coverage per statutory requirements and shall provide the Board with appropriate certificate(s) evidence such coverage.

13. CONFIDENTIALITY/EDUCATIONAL AND STUDENT RECORDS

Student education records will only be released to the Contractor as provided by all applicable laws, including but not limited to FERPA, and Board policy and guidelines. Additionally, the Contractor will adhere to FERPA requirements and all other applicable laws regarding the use, maintenance and/or disclosure of such education records. The Contractor, including its officers, agents, and employees, shall not use or disclose student records in any manner prohibited by FERPA or any other applicable federal or state law, or contrary to the purposes of this Agreement. The duty to maintain the confidentiality of student personally identifying information shall survive the termination of this Agreement. The Contractor shall immediately report to the Board any unauthorized use or disclosure of student records or information by the Contractor or its officers, agents or employees, of which the Contractor becomes aware. In addition to the confidentiality obligations it has regarding student records, the Contractor acknowledges that any information obtained regarding the Board's operations, products, services, policies or any other aspect of its business is confidential and shall not be revealed or disclosed to any person, company or other entity without express written permission of the Board.

14. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the Party at the address set forth below, or to such changed address as a Party may have fixed by notice to the other Party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Contractor:

Attention: Nancy Musci
Director of Administration
2112 Case Parkway South #10
Twinsburg, OH 44087-0468

If to the Board:

Andrew Hill
524 Broad St.
Wadsworth, OH 44281

15. TERMINATION

This Agreement may be terminated without cause by either Party on thirty (30) calendar days written notice of said intent, delivered by certified or registered mail upon the other Party at the address provided in Paragraph 14 of this Agreement. Additionally, the Board may terminate this Agreement immediately and without penalty if otherwise required by law, if the amount of service required by a student's IEP to whom the Contractor is providing such service is reduced or eliminated, or if the Contractor engages in illegal conduct or other conduct that is contrary to the educational mission of the Board.

16. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Medina County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties, and supersedes any previous agreements they may have made, whether orally or in writing.

18. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either Party without the prior written consent of the other Party.

19. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both Parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the Party to be charged. However, if the Board is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement can be amended pursuant to such mandate by the Board without written consent of the Contractor.

20. WAIVER OF BREACH

The waiver by any Party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any Party hereto.

21. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Board and the Contractor shall survive the completion of services hereunder and the termination of this Agreement, including without limitation provisions on indemnity.

22. COUNTERPARTS

This Agreement may be signed by the Parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement. This Agreement shall be binding when executed by both Parties.

23. SUNSHINE LAW COMPLIANCE

The Parties expressly acknowledge and agree that all formal actions of the Board concerning and relating to the adoption of this Agreement were conducted in an open meeting of the Board, and that all deliberations of the Board that resulted in such formal actions were adopted in meetings open to the public, in accordance to the law.

IN WITNESS THEREOF, the Parties hereto have set their hands.

Contractor*

Date

Contractor*

Date

*The signatory expressly warrants that he/she has authority to bind the Contractor to the terms of this Agreement.

WADSWORTH CITY
BOARD OF EDUCATION

By _____
President (In his/her official capacity only)

Date

And by _____
Superintendent (In his/her official capacity only)

Date

And by _____
Treasurer (In his/her official capacity only)

Date

Attachments: Board Resolution No. _____

R.C. 5705.41 and R.C. 5705.412 Certificate

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Treasurer
(In his/her official capacity only)

Superintendent
(In his/her official capacity only)

Date

Date

Board President
(In his/her official capacity only)

Date

ATTACHMENT A

The schools and services to be served by psi for the 2020-2021 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>
~~Sacred Heart~~	~~Remedial Teacher~~	~~9~~		~~36~~	~~324~~		~~\$12,030.12~~
Sacred Heart	SHA Aide	20		38	760		\$17,692.80
~~Sacred Heart~~	~~Tutor~~	~~18~~		~~36~~	~~648~~		~~\$19,530.72~~
~~Sacred Heart~~	~~Tutor~~	~~17~~		~~36~~	~~612~~		~~\$17,021.44~~
Sacred Heart	RN	3		38	114		\$2,653.92
~~Sacred Heart~~	~~Intervention Specialist~~	~~12~~		~~36~~	~~432~~		~~\$23,220.00~~
~~Sacred Heart~~	~~Remedial Teacher~~	~~3~~		~~33~~	~~99~~		~~\$2,983.86~~

Total

~~\$20,346.72~~
\$20,346.72

Additional Services to be billed at hourly charge, approved by a District or School Designee.



SERVICE AGREEMENT

By and Between

WADSWORTH CITY SCHOOLS and psi AFFILIATES, INC./psi ASSOCIATES, INC.

THIS AGREEMENT for services is entered into this 7th day of August, 2020 by and between the Wadsworth 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 Wadsworth 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.

- | | |
|---|--|
| ☒ Clinic Services Program | ☐ Gifted/Talented Teacher Services |
| ~~☒ Registered Nurse Services~~ | ☒ Remedial/Title 1 Teacher Services |
| ☐ Licensed Practical Nurse Services | ☐ Foreign Language Teacher Services |
| ~~☒ School Health Assistant Services~~ | ☐ TESOL Teacher Services |
| ☐ Special Needs Nursing Program | ☐ School Psychology/ Psychology Services |
| ☐ Registered Nurse Services | ☐ Counselor/Social Worker Services |
| ☐ Licensed Practical Nurse Services | ☐ Special Education Coordinator/Compliance Services |
| ☐ Health Screenings Program | ☐ OT/COTA Services |
| ☐ Speech/Language Pathologist Services | ☐ PT/PTA Services |
| ☒ Intervention Specialist Services | ☐ Clerk |
| ☐ 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 2020-2021 school year, continuing through the conclusion of the 2020-2021 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 \$~~95,932.86~~ 75,586.14

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
Colleen Lorber,
Chief Operating Officer
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.

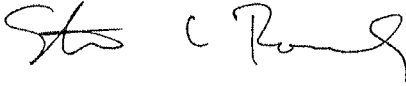
XXIII. Captions. Headings and titles of Articles, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized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

	
Client Designee	psi Designee
	Steven L. Rosenberg, President
Print Name and Title	Print Name and Title
	
Witness	Witness
	8/7/2020
Date	Date

ATTACHMENT A

The schools and services to be served by psi for the 2020-2021 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>
Sacred Heart	Remedial Teacher	9	36	324			\$12,030.12
~~Sacred Heart~~	~~SHA Aide~~	~~20~~	~~38~~	~~760~~			~~\$17,692.80~~
Sacred Heart	Tutor	18	36	648			\$19,530.72
Sacred Heart	Tutor	17	36	612			\$17,821.44
~~Sacred Heart~~	~~RN~~	~~3~~	~~38~~	~~114~~			~~\$2,653.92~~
Sacred Heart	Intervention Specialist	12	36	432			\$23,220.00
Sacred Heart	Remedial Teacher	3	33	99			\$2,983.86
							\$75,586.14
Total							~~\$95,932.86~~

Additional Services to be billed at hourly charge, approved by a District or School Designee.



PSI Associates, Inc./PSI Affiliates, Inc.

Attachment B

REGISTERED NURSE POSITION DUTIES

Assess and 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 and the Ohio Department of Health and in accordance with acceptable state nursing practice guidelines.

Administer prescribed medications and monitor student behavior and reaction to the administration of medication; provide first aid as required and nursing interventions for acute and chronic medical complaints; complete required documentation of health services needed and provided; provide and promote relationships between community health providers and students, parents, and the community at large

In addition to providing direct service to students and ensuring that school health records are properly maintained, the psi Registered Nurse is also the direct supervisor of the psi Health Services Employee(s) and assigns and monitors the psi Health Services Employee(s)' duties. Communication should be arranged between all other health staff on school health activities



psi Associates, Inc./psi Affiliates, Inc.

Attachment B

SCHOOL HEALTH ASSISTANT POSITION DUTIES

Under the supervision and direction of the psi Registered Nurse, the psi School Health Assistant will collaborate in providing services to schools to work toward the health and wellness of students and the improvement of health conditions in general. The psi School Health Assistants must possess a High School diploma; postsecondary education or training preferred. Medical Assistants must possess a Certificate of Completion/Diploma from a Medical Assistant Program. The psi School Health Assistant must successfully complete the psi School Health Clinic Exam.

The psi School Health Assistant will facilitate student health needs; administer prescribed medications, including emergency injections, may administer insulin based on student needs and the successful completion of Diabetes Level III training, as needed; may administer medication through a G-tube at the discretion of psi after training complete; monitors student behavior and reaction to the administration of medication; provides first aid in accordance with established first aid procedures; assists in the health screening programs and school health programs; completes required documentation of health services needed and provided; is responsible for health clinic records; is responsible for shared health clinic maintenance; provides and promotes relationships between community health providers and students, parents, and the community at large. In addition, all psi School Health Assistants are conversant with the psi **Health Resource Guide**.



PSI Affiliates, Inc./PSI Associates, Inc.
Attachment B
Intervention Specialist Position

The goal of the PSI's Educational Services Program is to provide educational instruction via direct services (in-person and/or virtual) to school-age children by certified, licensed, professional teachers. Specific duties may vary depending upon the assigned school and are identified in consultation with school personnel. Among the responsibilities of an Intervention Specialist include the following:

1. Establish a productive, educational connection with students, and a professional relationship with school officials and a designated school facilitator/e-Helper (if instructing via virtual model). Establish and maintain a professional relationship with students' parents/guardians.
2. Collaborate and consult with teachers, principal and other staff members regarding appropriate educational practices to enhance achievement and promote healthy adjustment.
3. Implement Individualized Education Programs (IEP), Individualized Services Plan (ISP) and/or Intervention Plans for students where applicable.
4. Provide administrators, teachers, parents, and PSI staff (supervisor and/or *Virtualpsi* Coordinator with periodic progress reports and documentation for students served within designated time frames.
5. Complete and return by the due date all forms/paperwork required by PSI.
6. Ensure that all procedures are in compliance with state, federal, and local requirements regarding the student's educational needs.
7. Cooperatively schedule students identified for services according to minutes indicated on the students' IEPs, ISPs, and/or Intervention Plans. If providing services through the virtual model, the IS will work cooperatively with the designated school facilitator/e-Helper to establish a schedule that accommodates student schedules and school routines.
8. Maintain an appropriate workload/caseload ratio for quality service delivery.
9. Identify individual goals and objectives for each student served. Develop lesson plans that relate to the students' goals/objectives and curriculum; are appropriate for the students' age, grade level, and ability, and are of a motivating and innovative nature.
10. Maintain current, accurate and complete files for each student served. Files should include intervention notes, session logs, progress reports, copies of IEPs/ISPs/Intervention Plans (if applicable), parent correspondence, and any periodic summaries of the services provided for the student.
11. Participate in workshops/seminars/staff developments opportunities offered by PSI and/or other agencies that enhance and extend the IS's professional expertise.
12. Report directly to PSI supervisor and/or Coordinator of *Virtualpsi* for all job/clinical/virtual related questions or concerns.
13. Adhere to federal, state and local laws and regulations related to the delivery of educational services.
14. Adhere to confidentiality standards in the provision of educational services for all students.



PSI Affiliates, Inc. /PSI Associates, Inc.
Attachment B
Remedial/Title 1

The goal of PSI's Educational Services Program is to provide educational instruction via direct services to school-age children by certified/licensed professional educators. Specific duties may vary depending upon the building to which PSI staff is assigned. Among the responsibilities of an educational specialist are the following:

1. Establish a productive, educational connection with our students and a professional relationship with school officials. Establish and maintain a professional relationship with students' parents/guardians.
2. Identify individual goals and objectives for each student served. Develop lessons plans that relate to the student's goals/objectives and curriculum; are appropriate for the student's age, grade level, and ability; and are of a motivating, innovative nature.
3. Collaborate and consult with teachers, principal and other staff members regarding appropriate educational practices to enhance achievement and promote healthy adjustment.
4. Implement Individualized Education Program (IEP), Individualized Service Plan (ISP) and or Intervention Programs for students where applicable.
5. Provide administrators, teachers and parents with periodic progress reports for students served. This may be in the form of a verbal and/or written communication.
6. Complete and return by the due date all forms/paperwork required by PSI.



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.