

**RICHMOND HEIGHTS LOCAL BOARD OF EDUCATION**  
***REGULAR MEETING MINUTES***  
**JULY 12, 2021**  
**7:00 P.M.**

*Mission: Prepare individual learners to navigate an evolving global community using 21<sup>st</sup> century competencies*

The Regular Meeting of the Richmond Heights Board of Education was called to order at 7:15 p.m. on Monday, July 12, 2021, virtually by President, Nneka Slade Jackson.

Linda Pliodzinskas was appointed Secretary Pro Temp.

The following members answered the roll: Nneka Slade Jackson, Bobby Jordan, Frank Barber, and Linda Pliodzinskas.

Dr. Hugh Turner entered at 7:41 p.m.

**RESOLUTION NO 07-138-2021**

Moved by Mr. Barber, seconded by Mr. Jordan, to adopt the agenda, including the consent agenda, as presented. (Consent agenda items are highlighted in gray)

Roll Call: Ayes – Mr. Barber, Mr. Jordan, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 4-0.

**RESOLUTION NO 07-139-2021**

Moved by Mr. Jordan, seconded by Mr. Barber, to approve the minutes of the Special Session Meeting June 7, 2021; the Regular Session Meeting June 14, 2021; and the Regular Work Session Meeting June 28, 2021; pursuant to Board policy 0169.

Roll Call: Ayes – Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 4-0.

**SUPERINTENDENT'S REPORT**

- **ESSER 3 Update** – Dr. Renée Willis
- **General Updates** - Dr. Renée Willis

**TREASURER'S REPORT**

- Rhonda will send you a calendar invite for Capital Conference. Please respond yes or no asap

**RECOMMENDATIONS OF THE TREASURER**

**RESOLUTION NO 07-140-2021**

Moved by Mr. Jordan, seconded by Mr. Barber, to approve the 2021 Final Appropriations submitted to the County Auditor (**Attachment #1**)

Roll Call: Ayes – Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 4-0.

**RESOLUTION NO 07-141-2021**

Moved by Mr. Jordan, seconded by Mr. Barber, to approve the FY2022 Beginning Unencumbered Fund Balance and Fiscal Year Estimated Revenue submitted to the County Auditor. (**Attachment #2**)

Roll Call: Ayes – Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 4-0.

**RESOLUTION NO 07-142-2021**

Moved by Mr. Barber, seconded by Mr. Jordan, to approve the FY2022 Temporary Appropriations provided to the County Auditor. (**Attachment #3**)

Roll Call: Ayes – Mr. Barber, Mr. Jordan, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

**RESOLUTION NO 07-143-2021**

Moved by Mr. Jordan, seconded by Dr. Turner to approve the **CONSENT AGENDA** (Consent agenda items are highlighted in gray).

- A. Certified Item #1 (Accept resignations)**
- B. Certified Item #2 (Approve guidance counselor extended days)**
- C. Certified Item #3 (Approve nurse extended days)**
- D. Certified Item #4 (Approve additional teaching assignment)**
- E. Certified Item #5 (Employ substitute teachers)**
- F. Certified Item #6 (Employ substitute teachers and substitute educational aides)**
- G. Certified Item #7 (Employ substitute administrator)**
- H. Certified Item #8 (Approve pay to teachers for PD)**
- I. Certified Item #9 (Approve stipend for teacher)**
- J. Classified Item #1 (Employ substitute clerical, aide, and cleaners)**
- K. Classified Item #2 (Employ cleaner)**
- L. ~~New Business #1 (Approve the graduation fee)~~ -Removed per Board for another meeting**

Roll Call: Ayes – Mr. Jordan, Dr. Turner, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

**RECOMMENDATIONS OF THE SUPERINTENDENT**

**CERTIFIED:**

**Item #1** To accept the resignation of the following certified employee: (ATTACHMENT #4 & 15)

- **Wanda Lewis-Jackson**, 5/6 Grade ELA Teacher, effective end of the school year
- **Molly Collins**, 4-6 Grade MH Intervention Specialist, effective end of the school year

**Item #2** To approve, counselor, Candice Meintel, to be paid for seven (7) extended days before school begins (beginning August 1, 2021) and up to ten (10) extended days after the 2021/2022 school year ends, at her daily per diem.

**Item #3** To approve, school nurse, Hannah Brown, to be paid for fifteen (15) extended days before the 2021-2022 school year begins, at her daily per diem. (Paid from the ESSER/CARES funds).

**Item #4** To approve the following personnel action per the negotiated agreement with the RHEA:

One additional teaching assignment for the 2021/2022 school year for David McWilliams, percussion class, @ 1/8 salary and 1/8 benefits.

**Item #5** To employ the following certified personnel as a casual, day-to-day **substitute teacher**, at the Board-approved rate of compensation, effective for the 2021-2022 school year, pursuant to Board Policy 3120.04, pending completion of their personnel file.

- Linda Adams-Perez
- Frank Artino
- Mary M. Baker
- Ronald Berger
- Diva Durham-Bohanon
- Dehra E. Edison
- Brenda Shepherd
- Raymond N. Walters
- Mark D. Williams
- Judith W. Young
- Sarasha Young
- Sarah Kelly – ESC
- Dawn Sizemore - ESC

**Item #6** To employ the following certified personnel as casual, day-to-day **substitute teachers and substitute educational aides** and at the Board-approved rate of compensation, effective for the 2021-2022 school year, pursuant to Board Policy 3120.04, pending completion of their personnel file.

- Darrell Gray
- Deborah Mantz
- Marian Y. Morris
- Victoria Samuels-King
- Kathy Watson

**Item #7**

To employ the following certified administrator as a casual, day-to-day **Building Administrative Substitute**, at the rate of \$200.00 per day, effective for the 2021/2022 school year.

- Steven K. Bowman

**Item #8**

To approve to pay the following certified staff to attend summer school professional development at Hawken School's Fab Play from August 3-6, 2021, at a rate of \$25.00/hr. for 40 hours. (Paid from the Expanding Opportunity Grant)

- Joshua Patty
- Nicholas Grande
- Kenneth Lane
- Alicia Trescott
- Delbert Patterson
- Joy Childress

**Item #9**

To approve payment to teacher, **Joshua Patty**, who Received his Part 2 CPT Certification (Certified Production Technician) and serves as our manufacturing certification coach that will enable students to receive their CPT through our Aviation & Manufacturing Pathways for the 2021-2022 school year. \$1,500.00 (Paid from the Expanding Opportunity Grant)

**CLASSIFIED:**

**Item #1**

To employ the following classified personnel as casual, day-to-day substitutes and at the Board-approved rate of compensation, effective for the 2021-2022 school year, pursuant to Board Policy 3120.04., pending completion of their personnel file.

**Substitute Educational Aides and Clerical**

- Rebecca Dulaney - *Clerical*
- Gloria Fields - *Clerical & Educational Aide*
- Beaunice Fountain – *Educational Aide*
- Jasmine Justice – *Educational Aide*
- Deborah Spates – *Clerical*
- Kathy Watson - *Clerical*

**Substitute Cleaners**

- Robert Humanchuk
- Steven Jackson
- Thomas Pinter
- Willie Scott
- Kirk Scott

**Item #2**

To employ the following classified employees, pending completion of their personnel file.

**Michelle Joiner**, Part-Time Cleaner, Step 5, \$13.27/hr., effective July 13, 2021

**NEW BUSINESS**

**RESOLUTION NO 07-144-2021**

Moved by Mr. Jordan, seconded by Dr. Turner, to approve the agreement between Qianna Tidmore, Preschool Consultant, and RHLSD for the 2021/2022 school year to ensure the district's preschool compliance with ODE. Not to exceed \$10,000.00. (To be paid from the Early Childhood Grant) (**ATTACHMENT #5**)

Roll Call: Ayes – Mr. Jordan, Dr. Turner, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.  
Nays – None.  
Motion Carried 5-0.

**RESOLUTION NO 07-145-2021**

Moved by Mr. Jordan, seconded by Mr. Barber, to **TABLE** the agreement between **Healthcare Process Consulting, Inc.** (HPC) and the RHLSD for the purpose of managing the district's Ohio Medicaid School Reimbursement Program from July 1, 2021 to June 30, 2022, in the amount of \$7,000.00. (**ATTACHMENT #6**)

Roll Call to **TABLE**: Ayes – Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.  
Nays – None.  
Motion Carried 5-0.

**RESOLUTION NO 07-146-2021**

Moved by Dr. Turner, seconded by Mr. Jordan to renew the following contracts for Special Education services, compensation on a case-by-case basis, for the 2021-2022 school year as follows:  
(**ATTACHMENT #7, #8, #9, & #10**)

Re-Education Services, Inc. – **ACCESS** Program: (\$51,780.00/yr. per student).

Re-Education Services, Inc. – **TRANSPORTATION** Services: (\$10,374.00/yrs. per student).

Re-Education Services, Inc. – **CLASSROOM AID** Services: (\$32,400.00/yr. per student).

Re-Education Services, Inc. – **TRANSPORTATION AID** Services: (\$10,800.00/yr. per student)

Roll Call: Ayes – Dr. Turner, Mr. Jordan, Mrs. Pliodzinskas, and Ms. Slade Jackson.  
Nays – None.  
Abstained - Mr. Barber.  
Motion Carried 4-1.

**RESOLUTION NO 07-147-2021**

Moved by Mr. Jordan, seconded by Dr. Turner to renew the contract for special needs student services between Richmond Heights Local School District and **United Cerebral Palsy Association of Greater Cleveland**, effective August 1, 2021 through July 31, 2022. **(ATTACHMENT #11)**

- Physical, Occupational, and Speech Therapists \$84.00/hr. (no change)
- Physical and Occupational Assistants \$61.00/hr. (no change)
- Mileage \$0.58/mile
- Purchase of therapy equipment \$500.00

Roll Call: Ayes – Mr. Jordan, Dr. Turner, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

**RESOLUTION NO 07-148-2021**

Moved by Mr. Jordan, seconded by Mr. Barber to renew an agreement with the Educational Service Center of Cuyahoga County for special education services provided by the **Positive Education Program (PEP)**, compensation on a case-by-case basis for the 2021-2022. **(ATTACHMENT #12)**

- Eastwood, Greenview, Hopewell & Willow Creek DTC – Grades K to 8, \$252.00/day
- Eastwood, Greenview, Hopewell & Willow Creek DTC – Grades 9 to 12, \$261.00/day
- Phoenix DTC – All Grades, \$322.00/day
- Prentiss Autism Center – All Grades, \$438.00/day
- Home Instruction, \$252.00/day

Roll Call: Ayes – Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

**RESOLUTION NO 07-149-2021**

Moved by Mr. Jordan, seconded by Dr. Turner to renew the following contract for Special Education services, compensation on a case-by-case basis, for the 2021-2022 school year as follows: **(ATTACHMENT #13)**

**EA (Education Alternatives):**

- Day Treatment Program - \$212.00 per day or \$252.00 per day/Non-Medicaid
- One-on-One Aide - \$152.00 per day
- ECHO Program - \$45.00 per ½ day, <4 hours / \$90.00 per full day, >4 hours
- VisionQuest - \$150.00 per day
- Plato Pre-School - \$125.00 per day
- Coral Autism Program - \$205.00 per day

Roll Call: Ayes – Mr. Jordan, Dr. Turner, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

**RESOLUTION NO 07-150-2021**

Moved by Mr. Jordan, seconded by Mr. Barber to approve payment for counseling services from **Strategic Learning School Guidance Service, LLC., Brenda E. Gay**, CEO for periodic counseling for test proctoring (PSAT, ASVAB, EOC, AIR, ACT), master schedule, CCP/CTE coordinator, EMIS support, summer school, and graduation for 2021/2022 school year at a rate not to exceed \$10,000.00. (To be paid from **SIG Grant**) (ATTACHMENT #14)

Roll Call: Ayes – Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

**BOARD'S REPORT**

- **Governance Retreat Planning** - Nneka Slade Jackson
  - Picked October 2, 2021

**EXECUTIVE SESSION**

**RESOLUTION NO 07-151-2021**

Moved by Dr. Turner, seconded by Mr. Barber, to enter into executive session at 8:08 p.m., pursuant to ORC §121.22, for the purpose of:

- A. To consider one or more, as applicable, of the **check marked** items with respect to a public employee or official:
  - 1. \_\_\_\_\_ Appointment;
  - 2. \_\_\_\_\_ Employment;
  - 3. \_\_\_\_\_ Dismissal;
  - 4. \_\_\_\_\_ Discipline;
  - 5. \_\_\_\_\_ Promotion;
  - 6. \_\_\_\_\_ Demotion;
  - 7. \_\_\_\_\_ Compensation of a public employee or official; or
  - 8. \_\_\_\_\_ Investigation of charges/complaints against a public employee, official, licensee, or regulated individual (unless public hearing requested).
  
- B. To consider the purchase of property for public purposes, or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the public interest.
  
- Ⓒ Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
  
- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
  
- E. Matters required to be kept confidential by federal law or regulations or state statutes.
  
- F. Details relative to security arrangements and emergency response protocols for a public body or a public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the public body or public office.

NOW, THEREFORE, BE IT RESOLVED, that the Richmond Heights Local School District Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on items   C.   as listed above.

Roll Call: Ayes – Dr. Turner, Mr. Barber, Mr. Jordan, Mrs. Pliodzinskas, and Ms. Slade Jackson.  
Nays – None.  
Motion Carried 5-0.

The Board reconvened from executive session at 9:16 p.m.



**ADJOURNMENT**

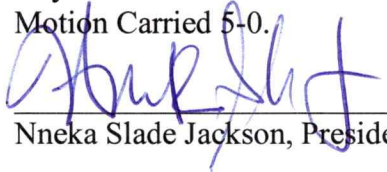
**RESOLUTION NO 07-152-2021**

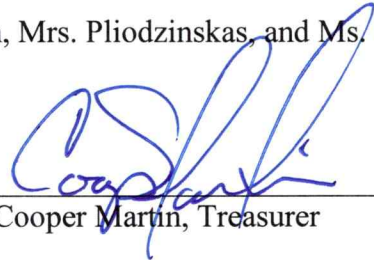
Moved by Dr. Turner, seconded by Mr. Barber, to adjourn the meeting at 9:16 p.m.

Roll Call: Ayes – Dr. Turner, Mr. Barber, Mr. Jordan, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

  
\_\_\_\_\_  
Nneka Slade Jackson, President

  
\_\_\_\_\_  
Cooper Martin, Treasurer

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- 8 -

## Richmond Heights Local School District

2021  
FINAL

## APPROPRIATIONS

Fund Number		Fund		Amendment #7		Grand Total Appropriations
				7/12/2021		
				2021		2021
FD	De					Amt
001	General Fund			(1,209,187.76)		\$ 13,787,812.24
<b>Special Revenue Funds</b>						
018	Public School Fund			3,597.53		\$ 8,597.53
019	Other Grants Fund			16,020.73		\$ 29,068.98
020				20,000.00		\$ 20,000.00
022	OHSAA Tournament			-		
035	Termination Benefits			(151,477.53)		\$ 30,000.00
300	District Managed Student Activ			(1,613.49)		\$ 98,386.51
439	Public School Preschool			190.54		\$ 24,190.54
451	Data Communications			-		\$ 5,400.00
467	Governors Wellness Grant			38,345.47		\$ 138,345.47
499	Miscellaneous State Grants			268.56		\$ 3,668.56
507	ESSERS			(51,127.36)		\$ 261,551.33
509	21st Century			(36,330.10)		\$ 142,232.62
510	COVID Grant			(125.59)		\$ 107,588.67
516	IDEA Part B Special Education			(4,341.44)		\$ 203,006.08
572	Title I - Disadvantaged Childrer			70,130.08		\$ 978,838.31
590	Improving Teacher Quality			(34,680.16)		\$ 32,608.90
599	Miscellaneous Federal Grants			24,766.95		\$ 56,591.05
<b>Total Special Revenue Funds</b>				<b>\$ (106,375.81)</b>		<b>\$ 2,140,074.55</b>
<b>Debt Servie Fund</b>						
002	Bond Retirment					\$ 860,000.00
<b>Capital Projects Funds</b>						
003	Permanent Improvement			(283,815.85)		\$ 566,184.15
004	Building Fund			(569,520.00)		\$ 14,030,480.00
<b>Total Capital Projects</b>				<b>\$ (853,335.85)</b>		<b>\$ 14,596,664.15</b>
<b>Enterprise Funds</b>						
006	Food Service			84,460.07		\$ 530,113.31
020	Special Enterprises Fund					\$ 20,000.00

# APPROPRIATIONS

		Amendment #7		Grand Total Appropriations	
		7/12/2021			
Fund Number	Fund	2021		2021	
<b>Total Enterprise Funds</b>		\$	<b>84,460.07</b>	\$	<b>550,113.31</b>
<b>Internal Service Fund</b>					
014	Internal Services Rotary Fund	\$	1,018.80	\$	9,500.00
<b>Total Internal Service Funds</b>		\$	<b>1,018.80</b>	\$	<b>9,500.00</b>
<b>Private Purpose Trust Fund</b>					
007	Special Trust			\$	1,000.00
<b>Total Private Purpose Trust Fund</b>		\$	-	\$	<b>1,000.00</b>
<b>Agency Funds</b>					
200	Student Managed Activity	\$	1,572.80	\$	7,572.80
<b>Total Agency Funds</b>		\$	<b>1,572.80</b>	\$	<b>7,572.80</b>
<b>Grand Total - All Funds</b>		\$	<b>(2,081,847.75)</b>	\$	<b>31,952,737.05</b>

Thank You,

Treasurer/CFO  
 Richmond Heights Local School District

Fund Number	Fund Description	Enter Most Current Amendment #1 "Taxes" from:	Requested "Taxes" to	Enter Most Current Amendment #1 "Other Sources" from:	Requested "Other Sources" to	Overall Increase/ (Decrease)
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<b>General Fund</b>						
001	General Fund	\$ 12,258,787.40		\$ 3,104,024.44	\$ 850,000.00	\$ (2,254,024.44)

<b>Special Revenue Funds</b>						
018	Public School Support			\$ 15,000.00	\$ 30,000.00	\$ 15,000.00
019	Other Local Grants			\$ 14,000.00	\$ 5,000.00	\$ 5,000.00
022	Sports Tournament			\$ 1,000.00	\$ 8,000.00	\$ 7,000.00
035	Severance Benefits			\$ -	\$ -	\$ -
300	Athletics			\$ 90,000.00	\$ 130,000.00	\$ 40,000.00
439	Preschool Grant			\$ -	\$ 20,000.00	\$ 20,000.00
451	Data Comm			\$ 5,400.00	\$ 5,400.00	\$ -
467	Governors Wellness Grant			\$ -	\$ -	\$ -
499	miscellaneous State Grants			\$ -	\$ -	\$ -
507	ESSER			\$ 204,000.00	\$ 3,047,478.00	\$ 2,843,478.00
509	21st Century			\$ 150,000.00	\$ 200,000.00	\$ 50,000.00
510	COVID Fund			\$ 107,714.00	\$ -	\$ (107,714.00)
516	Title VIB			\$ 186,000.00	\$ 191,076.00	\$ 5,076.00
572	Title I			\$ 640,730.96	\$ 366,000.00	\$ (274,730.96)
584	IV-A			\$ -	\$ 20,945.00	\$ 20,945.00
587	Early Childhood			\$ -	\$ -	\$ -
590	Classroom Reduction			\$ -	\$ 48,927.00	\$ 48,927.00
599	Federal Grants			\$ 21,000.00	\$ 21,000.00	\$ -

<b>Debt Service</b>						
002	Debt Service	\$ 944,402.56	\$ -	\$ -	\$ 450.00	\$ 450.00

<b>Capital Projects Funds</b>						
003	Permanent Improvement	\$ 733,133.83	\$ -	\$ -	\$ 570.00	\$ 570.00
004	Building/Construction	\$ -	\$ -	\$ -	\$ 75,000.00	\$ 75,000.00

<b>Enterprise Funds</b>						
006	Food Service			\$ -	\$ 387,000.00	\$ 387,000.00

020	Special Enterprise		\$	-
<b>Internal Service Funds</b>				
014	Special Rotary	\$	1,500.00	\$ 1,500.00
<b>Fiduciary Funds</b>				
007	Special Trust	\$	2,000.00	\$ 2,000.00
200	Student Activity	\$	15,000.00	\$ 15,000.00
<b>Private Purpose Funds</b>				
		\$	13,936,323.79	\$ 13,936,323.79
		\$	4,538,869.40	\$ 4,538,869.40
		\$	5,425,346.00	\$ 5,425,346.00
		\$	900,476.60	\$ 900,476.60

The reason for the increase/decrease in Estimated Resources:  
Initial fiscal year revenue estimates

Thank You,

Treasurer/CFO  
Richmond Heights Local School District

Richmond Heights Local School District  
2022  
June 30, 2022

## APPROPRIATIONS

Fund Number		Fund	Temporary Appropriations		Grand Total Appropriations
			7/12/2021		
Fund Number		Fund	2022		2022
FD		De			Amt
001		General Fund	\$	13,000,000.00	\$ 13,000,000.00
<b>Special Revenue Funds</b>					
018		Public School Fund	\$	5,000.00	\$ 5,000.00
019		Other Grants Fund	\$	2,000.00	\$ 2,000.00
022		OHSAA Tournament	\$	2,000.00	\$ 2,000.00
035		Termination Benefits	\$	35,000.00	\$ 35,000.00
300		District Managed Student Activity Fund	\$	130,000.00	\$ 130,000.00
401		Auxiliary Services			\$ -
439		Public School Preschool	\$	20,000.00	\$ 20,000.00
451		Data Communications	\$	5,400.00	\$ 5,400.00
467		Governors Wellness Grant	\$	10,206.19	\$ 10,206.19
499		Miscellaneous State Grants			\$ -
507		ESSERS	\$	3,047,478.00	\$ 3,047,478.00
509		21st Century	\$	100,000.00	\$ 100,000.00
510		COVID Grant			\$ -
512		School Maintenance and Operational Assistance			\$ -
516		IDEA Part B Special Education	\$	186,392.76	\$ 186,392.76
572		Title I - Disadvantaged Children/Targeted As	\$	366,000.00	\$ 366,000.00
584		IV-A	\$	20,945.00	\$ 20,945.00
587		IDEA Preschool Grant for Handicapped	\$	3,417.09	\$ 3,417.09
590		Improving Teacher Quality	\$	41,038.83	\$ 41,038.83
599		Miscellaneous Federal Grants	\$	21,000.00	\$ 21,000.00
<b>Total Special Revenue Funds</b>			<b>\$</b>	<b>3,995,877.87</b>	<b>\$ 3,995,877.87</b>
<b>Debt Servie Fund</b>					
002		Bond Retirement	\$	852,000.00	\$ 852,000.00
<b>Capital Projects Funds</b>					
003		Permanent Improvement	\$	450,000.00	\$ 450,000.00
004		Building Fund	\$	2,100,000.00	\$ 2,100,000.00
<b>Total Capital Projects</b>			<b>\$</b>	<b>2,550,000.00</b>	<b>\$ 2,550,000.00</b>
<b>Enterprise Funds</b>					
006		Food Service	\$	400,425.12	\$ 400,425.12
020		Special Enterprises Fund	\$	20,000.00	\$ 20,000.00
<b>Total Enterprise Funds</b>			<b>\$</b>	<b>420,425.12</b>	<b>\$ 420,425.12</b>
<b>Internal Service Fund</b>					

# APPROPRIATIONS

		Temporary Appropriations		Grand Total Appropriations	
		7/12/2021			
Fund Number	Fund	2022		2022	
014	Internal Services Rotary Fund	\$	1,000.00	\$	1,000.00
<b>Total Internal Service Funds</b>		<b>\$</b>	<b>1,000.00</b>	<b>\$</b>	<b>1,000.00</b>
<b>Private Purpose Trust Fund</b>					
007	Special Trust	\$	1,000.00	\$	1,000.00
008	Endowments			\$	-
<b>Total Private Purpose Trust Fund</b>		<b>\$</b>	<b>1,000.00</b>	<b>\$</b>	<b>1,000.00</b>
<b>Agency Funds</b>					
022	District Agency			\$	-
026	Employees Benefits Agency			\$	-
200	Student Managed Activity	\$	6,000.00	\$	6,000.00
<b>Total Agency Funds</b>		<b>\$</b>	<b>6,000.00</b>	<b>\$</b>	<b>6,000.00</b>
<b>Grand Total - All Funds</b>		<b>\$</b>	<b>20,826,302.99</b>	<b>\$</b>	<b>20,826,302.99</b>

Thank You,

Treasurer/CFO  
 Richmond Heights Local School District





Dulaney, Rhonda <dulaney.rhonda@richmondheightsschools.org>

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**Fwd: 21-22 School Year**

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Tue, Jul 6, 2021 at 11:34 AM

**From:** "Lewis-Jackson, Wanda" <lewis-jackson.wanda@richmondheightsschools.org>  
**Date:** July 6, 2021 at 11:23:36 AM EDT  
**To:** "Willis, Renee" <willis.renee@richmondheightsschools.org>, Elizabeth Boyd <Boyd.Elizabeth@richmondheightsschools.org>  
**Cc:** Wanda Lewis-Jackson <lewis-jackson.wanda@richmondheightsschools.org>  
**Subject:** 21-22 School Year

Dear Dr. Willis,

I hope all is well with you and your family. As of today, I have not received my Limited Teaching Contract for the 21-22 school year. I regret to inform you that I will not be returning to the Richmond Heights School District as a 5th/6th grade language arts/social studies teacher. Overall, I hope I was able to have a positive impact on my students by sharing my knowledge, pedagogy/ideas, and vision.

Kind Regards,

**Mrs. Wanda Lewis-Jackson M.Ed.**  
**Grade 6**  
**Richmond Heights Local Schools**  
**447 Richmond Road**  
**Richmond Heights, Ohio 44143**  
**216-692-0099**



## Richmond Heights Local Schools Contract with Qianna Tidmore

This agreement dated August 1, 2021, is made between Richmond Heights Local Schools ("Company") and Qianna Tidmore ("Contractor"). All exhibits and schedules annexed hereto are expressly made as part of this agreement as though fully set forth herein.

### Scope of Work:

- Coaching of Teachers for ECE Compliance/Visits
- Yearly SUTQ Document Upload
- Coaching of Teachers for the SUTQ Site Visit
- Coaching of Teachers for ODE Compliance and Annual Site Visit
- Continuous Communication with ODE on behalf of the District

**Contract Period:** This contract shall be effective on August 1, 2021 and shall continue through July 31, 2022.

**Rate of Pay:** Not to exceed \$10,000

In witness to their understanding an agreement to these terms and conditions, the parties hereby affix their signatures below. This agreement will remain tentative and non-binding until the contract is endorsed by the "Company" and the "Contractor", and both parties are in receipt of the ratified contract.



Qianna Tidmore

Richmond Heights

Local Schools





## **MEDICAID SCHOOL PROGRAM SERVICE AGREEMENT**

This Agreement is made between Healthcare Process Consulting, Inc. (HPC) and **Richmond Heights Local SD** (known as DISTRICT) for the purpose of HPC assisting DISTRICT in managing DISTRICT's Ohio Medicaid School Program ("OMSP"), to procure Federal Medicaid reimbursement for Medicaid eligible services provided by DISTRICT. Such reimbursement is received through the State of Ohio Medicaid Agency via the OMSP, contingent upon the DISTRICT obtaining and maintaining its OMSP Provider status from the STATE OF OHIO MEDICAID AGENCY. In assisting the DISTRICT in procuring reimbursements for these services, HPC shall provide the services outlined below:

### **I. MEDICAID PROGRAM DEFINITIONS**

- a) **Agreed upon Procedures (AUPE):** A Medicaid cost report "AUPE" is an annual accounting review process developed by ODE, and required by OMSP regulations, as a component of the Medicaid cost report process. The DISTRICT is required to contract with an independent accounting firm to review the cost report for compliance with the AUPE procedures, and prior to submission to ODE.
- b) **Claim Record:** An OMSP Service Record of eligible services documented by a licensed provider and delivered to a Medicaid eligible student that is converted into a HIPAA-compliant medical claim record.
- c) **EDU-DOC®:** The HPC proprietary automated, web-based service documentation system offered to HPC clients to use while under an OMSP service contract with HPC.
- d) **Electronic Signature (e-signature):** The legal signature of the service providers utilized to comply with program documentation requirements, in lieu of hard copy signatures on paper. E-signature is obtained from the DISTRICT's Medicaid program providers during the service documentation process.
- e) **Indirect Cost Report:** ODE's indirect cost recovery plan allows local school districts to calculate the unrestricted rate to be used only in conjunction with the OMSP. The approved unrestricted rate will be applied on the Cost Report as a mechanism that will allow partial recovery of fiscal costs associated with the Treasurer and Human Resources Offices. It is the ratio of total allowable indirect costs to direct costs. This is an annual, but optional report.
- f) **Medicaid Cost Report:** An OMSP required financial report completed annually by all participating Medicaid Providers. The report documents the actual costs the OMSP Provider incurs for their Medicaid eligible services. This report serves as the basis for THE STATE OF OHIO MEDICAID AGENCY to settle the cost of eligible services, as compared to the reimbursements already paid by THE STATE OF OHIO MEDICAID AGENCY. Determinations are made by the state and reported to participating OMSP providers to comply with the findings (payback or positive settlement/reimbursement).
- g) **Medicaid Eligibility Rate (MER):** The MER identifies the number of students that are Medicaid Eligible compared to total students within the provider's district. The MER matches all students regardless of if they have an IEP. This is an annual process overseen by the STATE OF OHIO MEDICAID AGENCY.
- h) **ODE:** The Ohio Department of Education. ODE is responsible for administering OMSP.
- i) **Ohio Department of Medicaid (ODM):** The state Agency responsible directly for the overall OMSP and are responsible for paying OMSP service claims to the OMSP participants.
- j) **OMSP Audit:** The OMSP audit is one that would be conducted by either the State or Federal Medicaid agency to evaluate the DISTRICT's compliance with all OMSP regulations. These audits are randomly performed by either Medicaid agency, compliance with the process is mandatory if the DISTRICT should be selected. This type of audit should not be confused with the annual AUPE as referenced in section V Q below.
- k) **OMSP Service Documentation Records:** Data records created by the DISTRICT's providers on HPC's EDU-DOC® service documentation system that store the eligible OMSP services that the providers delivered to students.
- l) **OMSP:** The Ohio Medicaid School Program

- m) Random Moment Time Study (RMTS): A CMS approved time study allocation methodology process that identifies the portion of time a staff from the participant list spends on performing Medicaid reimbursable activities under OMSP.
- n) Therapy and Evaluation Referral: Physical Therapists, Occupational Therapists, Speech-Language Pathologists and Audiologists with an active Medicaid provider agreement (with ODM) are authorized to refer students for evaluations and therapy for special education related services, delineated on the student's IEP (individualized education plan), per ORC (Ohio Revised Code) section 5162.366.
- o) Trading Partner: A trading partner, as defined in the Ohio Administrative Code (OAC) 5101:3-1-20 Electronic data interchange (EDI) trading partner definitions and criteria to enroll as an EDI trading partner, is a covered entity (CE) that submits/receives electronic transactions in its role as an eligible provider for purposes related to the administration or provision of medical assistance provided under a public assistance program.

## **II. HPC MEDICAID PROGRAM OPERATIONS SERVICES**

### **A. Coordination of District's OMSP Billing Operations**

HPC will coordinate all activities required to manage the operations of the OMSP for DISTRICT to secure Medicaid reimbursements from STATE OF OHIO MEDICAID AGENCY, including the following:

1. Trading Partner:
 

HPC will serve as the official STATE OF OHIO MEDICAID AGENCY Trading Partner on behalf of the DISTRICT, to permit the processing of DISTRICT electronic medical claims.
2. HPC Proprietary Documentation System:
  - a) HPC will make available for use by DISTRICT providers the HPC proprietary web-based service documentation system known as EDU-DOC<sup>®</sup> at the address of [www.hpcohio.com](http://www.hpcohio.com) to document eligible services provided to DISTRICT students;
  - b) DISTRICT providers will be assigned unique access credentials by HPC and must maintain their own security passwords for access to the system.
3. Documentation, Collection and Review:
 

Collection, review, and analysis of service documentation maintained on EDU-DOC<sup>®</sup> for compliance with OMSP rules and for the purposes of claims submission and reimbursement from ODM.
4. Eligible Student Medicaid Recipient Number:
 

HPC will coordinate the process of obtaining and maintaining student Medicaid recipient numbers. The DISTRICT will provide to HPC the required student demographic data for this purpose as requested. After receipt of the newly identified Medicaid-eligible students, HPC will identify all eligible services delivered within the past 365 days and submit those claims to STATE OF OHIO MEDICAID AGENCY for payment.
5. Claims Submission Process:
 

HPC will convert the Provider's eligible service documentation records that passed the audit process (defined under Section III Audit Services of this contract) from the EDU-DOC<sup>®</sup> system, where they are stored, into the Medicaid required EDI 837 data format. The OMSP claims will be electronically submitted for payment monthly, except in the event of extenuating circumstances out of HPC's control such as: modifications of the state Medicaid software system, new Federal Medicaid requirements, power outages effecting internet access, or DISTRICT providers not submitting OMSP service documentation records by the established deadlines. OMSP service documentation records received after the established deadline date will be processed in the next available processing cycle unless the claims are expired (over 365 days). HPC shall submit OMSP claims in accordance with the STATE OF OHIO MEDICAID AGENCY claim processing procedures, and subject to HPC maintaining the status of a "Trading Partner" with the STATE OF OHIO MEDICAID AGENCY on behalf of the district.
6. Claims Reconciliation Process:
 

HPC will review rejected claims for errors, and shall resubmit eligible erred, or denied claims, in accordance with the EDI (Electronic Data Interchange) 835 reconciliation process outlined by the STATE OF OHIO MEDICAID AGENCY for OMSP.

## B. Medicaid Cost Report

HPC will annually assist the DISTRICT in the completion of the required Federal Medicaid Cost Report in accordance with all state and federal requirements and procedures within ODM/ODE established deadlines.

1. Cost Report Excel Workbook
  - a) Collection of financial data to determine allowable OMSP costs.
  - b) Collection and submission of required data to obtain the district's Medicaid Eligibility Rate (MER).
  - c) Reconciliation of RMTS participant data.
  - d) Completion of OMSP required Excel Workbook.
  - e) Assist DISTRICT Treasurer with ODM upload/certification process.
2. Agreed Upon Procedures Engagement (AUPE)
  - a) Submission of paid claims to DISTRICT's accounting firm.
  - b) Generate and provide auditor selected billing documentation forms.
  - c) Reconcile/confirm auditor identified adjustments.

## C. Indirect Cost Report

HPC will assist the DISTRICT annually in the completion of the optional ODE Indirect Cost report to obtain the unrestricted rate to be used solely on the OMSP Cost Report (as described in Section I definitions).

### III. AUDITING OF OMSP SERVICE RECORDS

- A. OMSP service documentation records will be continually audited utilizing comprehensive software system edits and prompts to significantly reduce errors and service documentation returns to providers.
- B. OMSP service documentation records identified as erred or incomplete during the audit process, referenced in "A" above, will be returned electronically to the DISTRICT's providers daily for correction and re-submission. HPC's Auditing staff will problem solve with providers as needed to accomplish this task via the phone or e-mail communication. DISTRICT providers are responsible for correcting and returning erred or incomplete service documentation records upon receipt for final processing by HPC. On a monthly basis HPC will provide a summary report identifying those providers who continue to have outstanding erred or incomplete service documentation. The DISTRICT is responsible for obtaining compliance from these providers to submit the outstanding service documentation for claims processing.

### IV. ADMINISTRATIVE/CONSULTING/ADVISORY SERVICES

- A. HPC will offer provider support regarding the utilization of the EDU-DOC© software and OMSP questions. The following support services are included:
  1. Call center service is available **Monday through Friday from 8:30 AM to 4:00 PM.**
  2. HPC provides an e-mail address ([edudoc@hpcch.com](mailto:edudoc@hpcch.com)) for the submission of provider questions with a 24-hour response time during normal business hours, except for all legal holidays and school vacations/breaks. All communication received after hours will be responded to on the next business day.
  3. HPC's EDU-DOC© system provides 24/7 access to web-based training videos for step-by-step guidance regarding use of the software.
- B. HPC will provide the following OMSP rules/regulations and EDU-DOC© software training to its clients regarding:
  1. Medicaid eligible services

2. OMSP rules/regulations and requirements
  3. The EDU-DOC® documentation software
- C. Training formats include:
1. Phone training with individuals or groups
  2. PowerPoint training presentation utilizing virtual platform
  3. HPC staff guided virtual webinars to unique service provider groups
  4. In-person training as requested by the DISTRICT, contingent upon county established pandemic risk levels at the time scheduled.
- D. HPC provides a DISTRICT OMSP monitoring system as a component of EDU-DOC® to assess and enhance the current performance of the DISTRICT'S Medicaid program. The following data is available 24/7 to view and print reports:
1. Provider compliance and activity with DISTRICT established documentation deadlines
  2. Provider outstanding tasks related to documentation deadlines. Examples include returned service documentation records requiring corrections, incomplete evaluations, pending supervisor co-signatures, incomplete therapy, and evaluation referrals
  3. DISTRICT'S outstanding parent consent forms to authorize billing for Medicaid eligible students
  4. Financial monthly voucher revenue report and annual fiscal revenue summary
- E. HPC provides OMSP training videos, OMSP policy and procedures, and all program training and notifications, and State OAC rules to be accessible to all participating OMSP providers under documents and links in the Edu-Doc® system.
- F. HPC will assist the DISTRICT with any OMSP audits as needed.
- G. HPC will verify the current professional/medical licensure for all DISTRICT staff that participate in the DISTRICT'S Medicaid program on an ongoing basis. DISTRICT retains ultimate responsibility for assuring that their providers hold the requisite credentials mandated by state law and OMSP, initially upon hire, on an ongoing basis, in accordance with state licensing boards' expiration schedules. HPC will not knowingly submit claims for DISTRICT providers not complying with OMSP licensing requirements and will notify the DISTRICT of any non-compliant providers.
- H. HPC serves as the DISTRICT'S RMTS Coordinator for OMSP. In that capacity, HPC will comply with all RMTS requirements as established by ODE and ODM including:
1. Obtain and maintain required DISTRICT data on a quarterly basis (i.e., participant lists, district calendar and provider schedules)
  2. Coordinate compliance issues with DISTRICT management
- I. HPC provides the DISTRICT with a student roster upload capability for required student demographic information for those students receiving Medicaid eligible services.



## **V. DUTIES AND OBLIGATIONS OF DISTRICT**

DISTRICT shall perform the following duties and obligations during the term of this Agreement and any renewal thereof:

- A. DISTRICT is responsible for initially obtaining and maintaining (5-year revalidation process) its Ohio Medicaid Provider Agreement with STATE MEDICAID AGENCY, in accordance with the OMSP Regulations, necessary to receive federal Medicaid reimbursements for eligible services through the state Medicaid Agency.
- B. DISTRICT shall provide, or cause to be provided, certain Medicaid eligible services to eligible individuals to participate in the OMSP program.
- C. DISTRICT shall provide such services (section B above), or cause such services to be provided, in accordance with all federal, state, and local statutes, ordinances, laws, rules, regulations and orders, applicable to providing certain Medicaid services to eligible individuals. Such federal, state and local statutes, ordinances, laws, rules, regulations and orders, shall include, without limitation, federal laws and regulations concerning discrimination in providing such services; Medicaid, third party payers or other funding bodies' rules and regulations; compliance with state licensure laws; ODE, and the STATE OF OHIO MEDICAID AGENCY and DISTRICT policy; and specific OMSP rules and regulations concerning accreditation, provider licensure, and program certification. Please note: DISTRICT completion of individual background checks for all Medicaid program participants, both DISTRICT employees and contracted staff, is required by federal and state Medicaid program rules.
- D. DISTRICT service providers shall document eligible services into EDU-DOC© for services delivered to their assigned students within the established documentation deadlines. The service documentation deadline for DISTRICT providers is the first Monday of each month during the school year. OMSP documentation received at HPC after the deadline will be processed in order of receipt. However, HPC cannot guarantee that the late submission of services will be processed during the current billing cycle. If late documentation cannot be processed during the current monthly billing cycle, it will be processed during the next scheduled billing cycle.
- E. DISTRICT is responsible for ensuring that only qualified Ohio Medicaid enrolled provider(s) complete the ANNUALLY required therapy and evaluation referrals prior to student service delivery, to ensure all eligible services can be submitted for reimbursement. This requirement must be followed in accordance with the Ohio Medicaid referral policy (ORC 5162.366), to seek and accept Medicaid reimbursements for occupational therapy, physical therapy, speech/language therapy and audiology services. Non-compliance with this responsibility will decrease the interim reimbursements to the DISTRICT because claims are not eligible for Medicaid reimbursement until the day the referral is provided.
- F. DISTRICT is solely responsible to maintain compliance with the FERPA laws governing parental consent requirements for billing the Medicaid program for eligible medical services. DISTRICT must:
  1. Obtain the "once per lifetime" consent required and maintain/store this written documentation to be made available for the annual AUPE review, and/or any state or Federal audit that may occur.
  2. Update EDU-DOC©, on an ongoing basis with the parent consent status of students to permit HPC to accurately submit claims to the Medicaid Agency for payment.
  3. Provide the FERPA required "annual parent notification" of parents' rights regarding billing school Medicaid services directly to all parents of children receiving Medicaid eligible services. The notice can be provided to parents of special education students directly during IEP meetings, via email (with read receipt), or U.S. mail.

*Non-compliance with these responsibilities will decrease the interim reimbursement to the DISTRICT, as HPC cannot submit claims for payment without the required parental consent regulations having been met first.*

- G. DISTRICT is responsible for providing and maintaining all computer hardware and software with current technology compatible with EDU-DOC© which their provider staff will utilize when documenting OMSP services.
- H. DISTRICT is solely responsible for obtaining their service provider's compliance with all documentation responsibilities on a timely basis, to permit the billing of eligible claims to secure OMSP reimbursements as expected by the DISTRICT.
- I. Mandatory 90 Day Progress Notes during the school service year are required by OMSP. If preferred, the DISTRICT can elect to sign an ANNUAL WAIVER to decline participation in HPC 's system compliance feature (EDU-DOC©) that ensures the required documentation is obtained/maintained by the DISTRICT. However, if the DISTRICT declines this method of documenting the mandatory 90-day notes, the DISTRICT must adopt another method to ensure this requirement is met.
- J. DISTRICT shall maintain and store their electronic OMSP service documentation records, and all supporting back-up documentation required, (I.E., IEP, ETR, Case Notes and IEP plan of care signatures, and related documents), in accordance with OMSP and Federal Medicaid regulations, which is for a period of seven years from the date of receipt of payment, or for six years after any initiated audit is completed and adjudicated, whichever is longer. DISTRICT must ensure that their providers officially sign in handwriting with their appropriate title (in lieu of an electronic signature policy) all Special Education supporting documentation reports to comply with state and federal requirements (IEP signature page, ETR, and all evaluation summary reports).
- K. DISTRICT is responsible for uploading to EDU-DOC© an excel file of mandatory (see below) student directory information for special education students at the beginning of the school year. This information will be solely utilized to set up and maintain the student service documentation and Billing database that includes the following:
  - 1. Names, birth dates, addresses, student identification number, grade, and school building
  - 2. The data file can also include the provider assigned to deliver services to the student to create a caseload that will be available automatically for the provider in EDU-DOC©.
- L. DISTRICT will be required to adhere to file specifications provided by HPC. Student information may be uploaded, or additions/edits entered directly through EDU-DOC© as needed. This procedure must be completed to permit HPC to process any eligible claims for the DISTRICT.
- M. DISTRICT is responsible for providing and updating HPC with a current and complete list of their OMSP providers on an ongoing basis, including:
  - 1. Full legal names (as it appears on professional license)
  - 2. Change of legal name during the year.
  - 3. Title/position credentials (RN, OT, SLP, etc.)
  - 4. Employment hire date
  - 5. Email address
  - 6. Employment Status (District Employee or Contracted Service)
  - 7. For district employee, include DAYS OF WEEK SCHEDULED TO WORK AND START/END TIME (for RMTS purposes).
  - 8. Provide ongoing updates to HPC of any provider who has a change of status (I.e., leave of absence, no longer working at district, etc.) to allow HPC to promptly inactivate the provider's access to EDU-DOC© and remove the provider from the RMTS participant list.

- N. DISTRICT is responsible for complying with all RMTS requirements for OMSP, as specified by the "RMTS Guidelines" established by ODE/ODM and published on the ODE website. Compliance with the RMTS vendor established deadlines to submit the participant list, participant work schedule and district calendar is a critical component of ensuring eligibility for each time study quarter. Non-compliance with this responsibility may result in lower allowable costs applied to the annual OMSP Cost Report.
- O. DISTRICT will ensure provider compliance with the quarterly RMTS moment responses and state mandated deadlines. Non-compliance of this responsibility may result in a lower RMTS percentage applied to OMSP Cost Report.
- P. DISTRICT is responsible for scheduling and providing the facilities (if held in-person) for OMSP and computer training sessions with HPC and must ensure that the DISTRICT providers attend the training sessions as scheduled. DISTRICT must record provider attendance at all training sessions conducted by HPC and maintain those records for future audit.
- Q. DISTRICT is responsible for contracting with an outside professional accounting firm to conduct their required annual AUPE. The DISTRICT must contract with an accounting firm to complete this independent audit process. All data collection requirements for the AUPE audit will be communicated and obtained by the accounting firm from the DISTRICT.

## **VI. DISCLAIMERS and HOLD HARMLESS**

- A. The DISTRICT retains all responsibility for the accuracy of all cost report data provided to HPC to complete the OMSP Cost Report, and as such, holds HPC harmless for any audit consequences (financial or other) to the DISTRICT for data that was incomplete, inaccurate, not collected or reported within the cost report guidelines, and thus could result in audit findings and/or related financial paybacks of previously paid reimbursements. Furthermore, the DISTRICT is responsible for assuring that if other federal funds (i.e., Title funds, VI-B funds, etc.) are utilized to directly pay for Medicaid eligible services, that they report the use of those funds on the OMSP Medicaid Cost Report, to prevent double payments through federal funding sources. The DISTRICT is solely responsible for compliance with federal fund reporting, in accordance with the OMSP Cost Report guidelines, and any federal requirements for acceptance of federal funds, including any reimbursement paybacks requested from the Federal Medicaid Program if DISTRICT is found to have been overpaid.
- B. The DISTRICT assumes all responsibility for any state/federal financial paybacks of Medicaid reimbursements received by DISTRICT for state or federal program audit findings due to program documentation non-compliance; inaccurate, incomplete, or non-disclosed financial information necessary to complete the Medicaid Cost Report on a timely basis; or other reason specified by the Federal Medicaid Program related to the performance of district required functions/duties. DISTRICT holds HPC harmless for any reimbursement paybacks, fines or program suspension imposed on DISTRICT by the Federal or State Medicaid Agency.
- C. DISTRICT is responsible for ensuring that its providers document only eligible services in accordance with OMSP regulations (as posted on the ODE website) and submit the documentation to HPC, via the EDU- DOC© software, in compliance with the pre-established monthly deadline for claims submission and related processing. HPC is not responsible for: ineligible claims, unrealized Medicaid reimbursements, under-documentation/under-billing of service units or reimbursement paybacks due to non-compliance with program regulations, including non-compliance with OMSP documentation requirements, non-compliance with time study requirements, and including insufficient documentation/submission of eligible service documentation and related service progress reports by DISTRICTS' provider staff. Since the fees charged by HPC are flat, fee-for-service based (not percentage of revenue based), unrealized reimbursements due to provider non-participation, non-compliance, or late submissions of service documentation, are the responsibility of the DISTRICT, and therefore, not cause for fee reductions due to lower-than-expected

reimbursements from OMSP.

- D. DISTRICT is responsible for ensuring that all OMSP required supporting documentation, such as, but not limited to, student attendance records, case notes related to the service provided, Evaluation Team Report (ETR), Individualized Education Plans and all evaluation/testing reports are current, signed, dated, and available for audit, and fully support submitted OMSP service claims. DISTRICT holds HPC harmless for any audit findings and/or related payback of funds imposed on DISTRICT due to DISTRICTS' non-compliance and/or errors with OMSP documentation requirements.
- E. DISTRICT is responsible for ensuring that its OMSP service providers hold the requisite education, medical/professional licensure credentials upon hiring and/or contracting for their services, and ensure they remain current with all licensing and certification requirements. Compliance with licensing boards standards for documentation and professional standards of practice in accordance with state of Ohio and OMSP requirements is also required. Upon notification of non-compliance with licensing, education, or other certification/license requirements, DISTRICT is responsible for taking necessary action to prevent the unqualified/unauthorized providers from submitting eligible services for Medicaid reimbursement. DISTRICT holds HPC harmless for any audit finding or reimbursement payback imposed on DISTRICT for unlicensed and/or uncertified providers.
- F. HPC will not knowingly process incomplete, inaccurate, or ineligible OMSP service documentation. The DISTRICT management and their service providers are responsible for documenting in compliance with OMSP Rules and Regulations, (as posted on the ODE website and listed in Ohio Administrative Code 5101:3-35 Medicaid School Program) and in accordance with the providers' professional practice standards, and their respective state licensing board regulations.

## **VII. Vendor Obligations**

- A. HPC shall comply with the requirements of 45 CFR 164.504(e) (1) for safeguarding and limiting access to information concerning beneficiaries.
- B. HPC will comply with all AUPE requirements for the annual Medicaid Cost Report completion, including allowing the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents, and records.
- C. HPC acknowledges to the DISTRICT that neither the corporation, or its principals, are suspended or debarred.

**VIII. ATTESTATION**

The DISTRICT hereby acknowledges and represents to HPC that its appropriate staff has reviewed, understood, and implemented all regulations, guidelines, and standard procedures affecting the operation of the OMSP, represented by the DISTRICT’s authorized signature/approval in section XI below. The DISTRICT shall be solely responsible for its compliance, and the compliance of its providers, with all such regulations, guidelines, and standard procedures, and hereby holds HPC harmless from and against any expense or liability for any failure to comply.

**IX. TERMS AND COMPENSATION**

Review the options below and check the box for the term of agreement.

**OPTION A - Three-Year Service Agreement**  
The term of this Agreement shall be for three years, commencing on July 1, 2021 and ending on June 30, 2024, both dates inclusive. As compensation for services provided to DISTRICT by HPC, the DISTRICT shall pay HPC an annual fee of **\$7,000**. HPC will invoice DISTRICT quarterly, or monthly if DISTRICT established that payment schedule. Renewal and/or amendments of this Agreement can be made upon mutual agreement of both parties prior to its expiration.

**OPTION B - One-Year Service Agreement**  
The term of this Agreement shall be for one year, commencing on July 1, 2021 and ending on June 30, 2022, both dates inclusive. As compensation for services provided to DISTRICT by HPC, the DISTRICT shall pay HPC a fee of **\$7,000**. HPC will invoice DISTRICT quarterly, or monthly if DISTRICT established that payment schedule. Renewal and/or amendments of this Agreement can be made upon mutual agreement of both parties prior to its expiration.

**X. TERMINATION**

This Agreement may be terminated by either party prior to its expiration date only if there is a material breach of contract by the other, in which case the non-breaching party must notify the breaching party in writing of the actual breach and provide 30 days to correct the cause of the breach. If the breaching party does not correct that breach, the contract can be terminated without liability by the non-breaching party.

**XI. APPROVALS**



Karen Bresky  
President/CEO  
Healthcare Process Consulting, Inc.  
Date: 03/15/2021

\_\_\_\_\_  
Superintendent or Treasurer/CFO  
Richmond Heights Local SD

Date: \_\_\_\_\_

**SCAN A SIGNED COPY OF THIS PAGE  
AND FORWARD VIA EMAIL TO KAREN BRESKY**

**kbresky@hpcoh.com**



**Re-Education**

Services, Inc. Providing Special Education & Individualized Programming

**Student Service Agreement - Re-Ed ACCESS**

Student Name:

Parent/Guardian Name:

Address:

Placing School District: Richmond Heights City Schools

**Terms and Conditions of Purchase Agreement:**

**Payment:** Richmond Heights City Schools will pay Re-Ed ACCESS a per diem rate of \$ 285 for the above named student, for each school day not to exceed 182 days in the 2021/2022 school year. *Payment received after due date (30 days) will be assessed a late fee of \$100 per month.*

**Length of Agreement:** The term of this agreement will not exceed one (1) school year and will automatically expire at the end of the 2021/2022 school year ( 06/03/2022 ). The school year is not to exceed 182 days including teacher in-service days, calamity days, truancy and absenteeism. Graduating students will be welcomed on the school's final days and billing will reflect such (up to 182 days).

**Rights & Duties:** Re-Ed ACCESS reserves the right to take immediate action in situations where a student, by act or omission, poses a risk of injury, harm or other danger to himself or to others. Such action may include, but is not limited to, immediate dismissal from the Re-Ed ACCESS program, emergency referral to psychiatric or other institutional healthcare providers, and/or securing assistance from local law enforcement authorities. The Placing School District will be promptly informed in the event such an exigent situation arises.

**Termination of Agreement:** In the event the above named student is no longer residing in the Placing School District and/or no longer attending Re-Ed ACCESS, the parties' respective obligations under this agreement for the student named above will cease as of the last day on which the student is enrolled at Re-Ed ACCESS.

In the event that Re-Ed ACCESS determines that the student is not benefiting from the programming and services provided by Re-Ed ACCESS, Re-Ed ACCESS may terminate this Agreement. The student will be returned to the Placing School District so that educational programs and services can continue to be delivered to the student through the Placing School District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

District Representative: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Re-Ed ACCESS Representative: Frederick A. Jones Date: 5/6/21

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Re-Education

Services, Inc. Providing Special Education & Individualized Programming

Re-Ed TRANSPORTATION Service Purchase Agreement

Student Name:

Address:

District: Richmond Heights City Schools

This agreement is entered into between Richmond Heights City (hereafter "Placing District") and Re-Ed Transportation, Inc., for the sole purpose of providing TRANSPORTATION SERVICES in accordance with placement at Re-Education Services, Inc. WHERE AS, will be attending the Re-Education Services, Inc. Program and Placing School District requires the Student to be transported by Re-Education Transportation the parties agree as follows:

THE PARTIES AGREE AS FOLLOWS:

- 1. The placing district will pay Re-Ed Transportation, Inc. a per diem rate of \$ 57 for the above identified student for each school day for the 2021/2022 school year. The school year is not to exceed 182 days including teacher in-service days, calamity days, truancy and absenteeism. Graduating students will be welcomed on the school's final days and billing will reflect such (up to 182 days). (A change in student address or campus location may change the daily rate. Should the daily rate change, a new agreement will be offered by Re-Ed Transportation.)
2. The term of this agreement will not exceed one (1) school year and will automatically expire at the end of the 2021/2022 school year ( 06/03/2022 ).
3. Payment received after due date (30 days) will be assessed a late fee of \$ 100 per month.

In the event the above identified student is no longer residing at the above address and/or no longer attending Re-Education Services, the parties' respective obligations under this agreement for the student named above will cease as of the last day on which the student is enrolled at Re-Education Services, Inc.

(The per diem rate on this contract is based upon fuel prices at the time this contract is signed. In the event that fuel cost increase substantially, Re-Ed Transportation, Inc. reserves the right to add a fuel surcharge to the above stated per diem rate.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

District Representative: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Re-Education Transportation Representative: Frederick A. Jones Date: 5/6/21

MENTOR CAMPUS | BUSINESS OFFICE | BEDFORD CAMPUS
6176 Reynolds Road 370 Center Road
Mentor, Ohio 44060 Bedford, Ohio 44146
PHONE 440 | 257-3131 PHONE 440 | 232-9055
FAX 440 | 257-3132 FAX 440 | 232-9078



Re-Education

Services, Inc. Providing Special Education & Individualized Programming

Student Service Agreement – Classroom Aid

Student Name:

Placing School District: Richmond Heights City

Terms and Conditions of Purchase Agreement:

Payment: The School District will pay Re-Education Services, Inc. a per diem rate of \$ 180 for the above named student, for each school day not to exceed 180 days in the 2021/2022 school year.

Payment received after due date (30 days) will be assessed a late fee of \$ 100 per month.

Length of Agreement: The term of this agreement will not exceed one (1) school year and will automatically expire at the end of the 2021/2022 school year ( 06/03/2022 ).

Rights & Duties: Re-Education Services, Inc reserves the right to take immediate action in situations where a student, by act or omission, poses a risk of injury, harm or other danger to himself or to others. Such action may include, but is not limited to, immediate dismissal from the Re-Education Services program, emergency referral to psychiatric or other institutional healthcare providers, and/or securing assistance from local law enforcement authorities. The Placing School District will be promptly informed in the event such an exigent situation arises.

Termination of Agreement: In the event the above named student is no longer residing in the Placing School District and/or no longer attending Re-Education Services, the parties' respective obligations under this agreement for the student named above will cease as of the last day on which the student is attending Re-Education Services, Inc.

In the event that Re-Education Services Inc. determines that the student is not benefiting from the programming and services provided by Re-Education Services, Re-Education Services may terminate this Agreement. The student will be returned to the Placing School District so that educational programs and services can continue to be delivered to the student through the Placing School District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

District Representative: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Re-Education Services, Inc. Representative: Frederick A. Jones Date: 5/6/21

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**Re-Education**

Services, Inc. Providing Special Education &amp; Individualized Programming

Attachment #10

### Re-Ed TRANSPORTATION – Transportation Aid Service Purchase Agreement

Student Name:

Address:

School District: **Richmond Heights City Schools**

This agreement is entered into between School District **Richmond Heights** and Re-Ed Transportation, Inc., for the sole purpose of providing TRANSPORTATION SERVICES in accordance with placement at Re-Education Services, Inc. WHERE AS, will be attending the Re-Education Services, Inc Program.

**THE PARTIES AGREE AS FOLLOWS:**

1. The placing district will pay Re-Ed Transportation, Inc. a per diem rate of \$ **60** for a transportation aid for the above identified student, for each school day not to exceed 180 days in the **2021/2022** school year.
2. The term of this agreement will not exceed one (1) school year and will automatically expire at the end of the **2021/2022** school year ( **06/03/2022** ).
3. Payment received after due date (30 days) will be assessed a late fee of \$ **100** per month.

In the event the above identified student is no longer residing in the Placing District and/or no longer attending Re-Education Services, the parties' respective obligations under this agreement for the student named above will cease as of the last day on which the student is attending Re-Education Services, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

 District Representative: \_\_\_\_\_ Date:   /  /  

 Re-Education Services, Inc.  
Representative: \_\_\_\_\_


 Date: 5/6/21

11

## AGREEMENT School Therapy Services

THIS AGREEMENT IS MADE as of the 3<sup>rd</sup> day of May, 2021 by and between **UNITED CEREBRAL PALSY ASSOCIATION OF GREATER CLEVELAND, INC.**, 10011 Euclid Avenue, Cleveland, Ohio 44106, an Ohio not-for-profit corporation ("UCPA"), and **RICHMOND HEIGHTS LOCAL SCHOOLS**, an Ohio public school district ("District").

WHEREAS, UCPA is qualified to obtain Physical Therapists (LPT), Occupational Therapists (OTR), Physical Therapy Assistants (PTA), Occupational Therapy Assistants (COTA) and/or Speech and Language Pathologists (SLP) licensed in the State of Ohio; and

WHEREAS, the District desires to have UCPA obtain such services, as provided in this Agreement;

NOW, THEREFORE, in consideration of the promises set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, UCPA and the District agree as follows:

1. UCPA will assign one or more physical therapists, occupational therapists, speech and language pathologists, physical therapy assistants and/or occupational therapy assistants licensed in the State of Ohio, to provide services to District's students, upon District request, to the extent that UCPA has adequate staff to meet the request.
2. Such therapist(s) will provide evaluation, therapy/treatment, screening, consultation, meetings, and other such services as requested in writing by the District. Services will be provided in person in a District school and/or virtually via an online platform. The mode of service will be determined by the District; however, if in-person services are requested by the District and UCPA determines that the conditions are unsafe for its employees or the students, UCPA may provide said services remotely.
3. The District shall pay UCPA Eighty -Four Dollars (\$84.00) per hour of LPT, OTR and SLP service; Sixty-one Dollars (\$61.00) per hour of PTA and COTA service; and mileage of Fifty-eight Cents (\$0.58) per mile between District sites, for the provision of such services. UCPA shall invoice the District monthly for such services at the rates provided herein. All invoices shall be paid within thirty (30) days after the invoice date. Any amount that is not paid within thirty (30) days after the invoice date shall be considered "late" and thereafter will bear interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, whichever is less. UCPA shall be entitled to recover its costs and expenses incurred in collecting any past-due amounts due hereunder, including reasonable attorneys' fees. In addition to any other remedy available, UCPA may restrict or suspend services to the District if payment in full is not made within fifteen (15) days after District's receipt of written notice that payment is late and suspension of service is pending.
4. The District shall allot a sum of Five Hundred Dollars (\$500) for the purchase of therapy equipment during the term of this Agreement and shall, upon request from UCPA, purchase therapy equipment deemed necessary by UCPA within 30 days of UCPA's written request.
5. UCPA is required to comply with the requirements of 45 CFR 164-504(e) (1) for safeguarding and limiting access to information concerning beneficiaries.
6. UCPA will allow the representatives of the U.S. Department of Human Services, ODJFS, ODE, or their respective designee, access to the subcontractor's books, documents, and records.
7. The physical therapist(s), occupational therapist(s), physical therapy assistant(s) and occupational therapy assistant(s) will provide documentation regarding the services provided as stated by current regulations. However, it shall be the sole responsibility of the District to determine the necessity for the provision of

services, to determine the nature of the services to be provided, to request appropriate services through UCPA, and to otherwise assure compliance with the provision of the Individuals with Disabilities Education Act, the Americans with Disabilities Act, and other governing state, federal, and local law and regulations.

8. The District expressly acknowledges that neither UCPA or its employees or agents are Employees of the District.
9. The term of this Agreement shall be from August 1, 2021 through July 31, 2022. However, either party may terminate this Agreement upon thirty days' written notice to the other.
10. Noncompetition. The District agrees that, commencing with the effectiveness of this Agreement and ending one year after its termination or cancellation (the "Noncompetition Period"), it will not, without the prior written consent of UCPA, either directly or indirectly, in any capacity whatsoever, (a) solicit business from, or compete with UCPA for the business of any client or customer of UCPA by whatever method, including by working with or for any District or (b) operate, control, advise, be employed and/or engaged by, perform any consulting services for, invest in, or otherwise become associated with any person, company or other entity (other than the purchase of no more than 2% of the publicly traded securities of a company whose securities are traded on a national stock exchange) who or which, at any time during the Noncompetition Period, is or may be in competition with, or engaged in the same or similar business, activities, or conduct as UCPA, in the geographical area in which UCPA maintains offices, independent contractors, or otherwise conducts business, or where UCPA has clients or customers or other persons or entities with whom UCPA had prior contacts.
11. Nondisclosure. The District agrees at all times to hold as secret and confidential (unless disclosure is required pursuant to court order, subpoena in a governmental proceeding, arbitration, or pursuant to other requirement of law) any and all knowledge, technical information, business information, developments, trade secrets, know-how and confidences of UCPA or its business, (collectively, "Confidential Information") of which he or she has acquired knowledge before, during, or after the term of this Agreement, to the extent such matters (i) have not previously been made public or are not thereafter made public, or (ii) do not otherwise become available to the District, in either case via a source not bound by any confidentiality obligations to UCPA. The phrase "made public" as used in this Agreement shall apply to matters within the domain of the general public or UCPA's industry. The District agrees not to use, directly or indirectly, such knowledge for its own benefit or for the benefit of others and/or disclose any of such Confidential Information without the prior written consent of UCPA. At the cessation of the term of this Agreement, the District agrees to promptly return to UCPA any and all written Confidential Information received from UCPA which relates in any way to any of the foregoing items covered in this paragraph and to destroy any transcripts or copies the District may have of such Information unless an alternative method of disposition is approved by UCPA.
12. Non-solicitation/Non-interference. The District agrees that, during the Noncompetition Period, he or she will not at any time, without the prior written consent of UCPA, directly or indirectly solicit, induce, or attempt to solicit or induce any Therapist or any employee or former employee (as herein defined), agent, or other representative or associate of UCPA to terminate his/her relationship with UCPA. The District further covenants and agrees that, during the Noncompetition Period, it will not, without the prior written consent of UCPA, directly or indirectly, induce or attempt to induce any actual or prospective client, customer, or supplier of UCPA to terminate, alter or change its relationship with UCPA or otherwise interfere with any relationship between UCPA and any of its suppliers or customers. A "former employee" shall mean any person who was employed by UCPA at any time during the one-year period prior to the District's engagement with UCPA.



13. **Severability.** In the event that Paragraphs Ten (10), Eleven (11), and/or Twelve (12) hereof shall be found by a court of competent jurisdiction to be invalid or unenforceable as written as a matter of law, the parties hereto agree that such court(s) may exercise its discretion in reforming such provision(s) to the end that the District shall be subject to noncompetition, nondisclosure and non-solicitation/non-interference covenants that are reasonable under the circumstances and enforceable by UCPA.
14. **Acknowledgment.** The District specifically acknowledges that the covenants set forth herein restricting competition, disclosure and solicitation/interference and ownership of intellectual property are reasonable, appropriate, and necessary as to duration, scope, and geographic area in view of the nature of the relationship between the District and UCPA.
- a. The District further acknowledges that the remedy at law for any breach of these covenants, including monetary damages to which UCPA may be entitled, will be inadequate and that UCPA, its successors and/or assigns, shall be entitled to injunctive relief against any breach without bond. Such injunctive relief shall not be exclusive but shall be in addition to any other rights or remedies which UCPA may have for any such breach.
- b. In any action or proceeding pursuant to these restrictions, the party in whose favor judgment shall be rendered shall be awarded by the court its attorneys' fees and costs incurred by it in connection with the prosecution or defense of such action/proceeding, as the case may be, and the amount of such fees and costs shall be included as a part of the judgment entered in such action.
15. **Hold Harmless.** The District shall hold UCPA harmless against any and all liability for loss, injury or damage caused during the normal course of services performed by UCPA staff and agents under this Agreement.
16. Notice required under this Agreement shall be provided in writing as follows:

To UCPA:

Patricia S. Otter, President and CEO  
United Cerebral Palsy Association of Greater Cleveland, Inc.  
Iris S. and Bert L. Wolstein Center  
10011 Euclid Avenue  
Cleveland, Ohio 44106-4701

To the District:

Renee T. Willis, Ph.D., Superintendent  
Richmond Heights Local Schools  
447 Richmond Road  
Richmond Heights, OH 44143

IN WITNESS WHEREOF, the parties have signed this Agreement the 3<sup>rd</sup> day of May, 2021.

UNITED CEREBRAL PALSY ASSOCIATION OF  
GREATER CLEVELAND, INC.

By: Caterina S. Miller

Its: President and CEO

RICHMOND HEIGHTS LOCAL SCHOOLS

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

Its: Board/ Superintendent

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

Its: Treasurer

FISCAL OFFICER'S CERTIFICATE

The undersigned, as Fiscal Officer for the District, hereby certifies that the amount required to meet the agreements, obligations, payments, and estimated costs of the District under the foregoing Agreement has been lawfully appropriated, authorized or directed for such purposes and is in the Board's treasury or in the process of collection free from any obligation or certificate now outstanding.

\_\_\_\_\_  
, Treasurer

**EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO**  
**AGREEMENT FOR ADMISSION OF PUPILS PURSUANT TO OHIO REVISED CODE SECTION 3313.841**

The Board of Education for (*Educating District*) \_\_\_\_\_ hereby enters into a contract for the admission of pupils to the Educational Service Center of Northeast Ohio for educational purposes for the school year of 2020-2021. The above-referenced Board of Education ("the Educating District") hereby agrees to pay to the Educational Service Center of Northeast Ohio ("ESCNEO") for each pupil an amount equal to the Program Cost per Enrollment Day as listed below.

In cases where the Educating District is not also the District of Residence, the Educating District acknowledges that it is solely responsible for paying to the ESCNEO the per pupil amount equal to the Program Cost as listed below, and is solely responsible for seeking reimbursement from the District of Residence as authorized by Ohio Revised Code Chapter 3323.

In cases where a pupil who receives services from a program listed below transfers to a different Educating District and continues his/her placement with Positive Education Program (PEP) following the transfer, the Educating District acknowledges that it is solely responsible for paying to the ESCNEO the per pupil amount equal to the program cost as listed below as soon as the Educating District receives evidence that the pupil is present in the district, is eligible for services, and a copy of the most recent applicable IEP as required by 34 CFR §300.323 and Ohio Administrative Code §3301-51-07(K)(5).

The Educating District also acknowledges that it is responsible for transporting each pupil, and for seeking reimbursement for transportation costs from the District of Residence as authorized by Ohio Revised Code Chapter 3323.

Positive Education Program Service	Rate per Enrollment Day
Eastwood, Greenview, Hopewell & Willow Creek DTC - Grades K to 8 (Maximum 190 billable days)	\$252
Eastwood, Greenview, Hopewell & Willow Creek DTC - Grades 9 to 12 (Maximum 190 billable days)	\$261
Phoenix DTC – All Grades (Maximum 190 billable days)	\$322
Prentiss Autism Center – All Grades (Maximum 190 billable days)	\$438
Home Instruction	\$252

Billing for services rendered will be on a monthly basis.

\_\_\_\_\_  
 (Signature) Superintendent of Educating District


\_\_\_\_\_  
 Date

\_\_\_\_\_  
 (Signature) Treasurer of Educating District

\_\_\_\_\_  
 Date

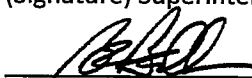
**Educational Service Center of Northeast Ohio (ESCNEO)**

We hereby agree to admit students from the aforementioned school district pursuant to the above-referenced provisions for the school year 2020-2021.

  
 \_\_\_\_\_  
 (Signature) Superintendent of ESC of Northeast Ohio

May 18, 2021

Date

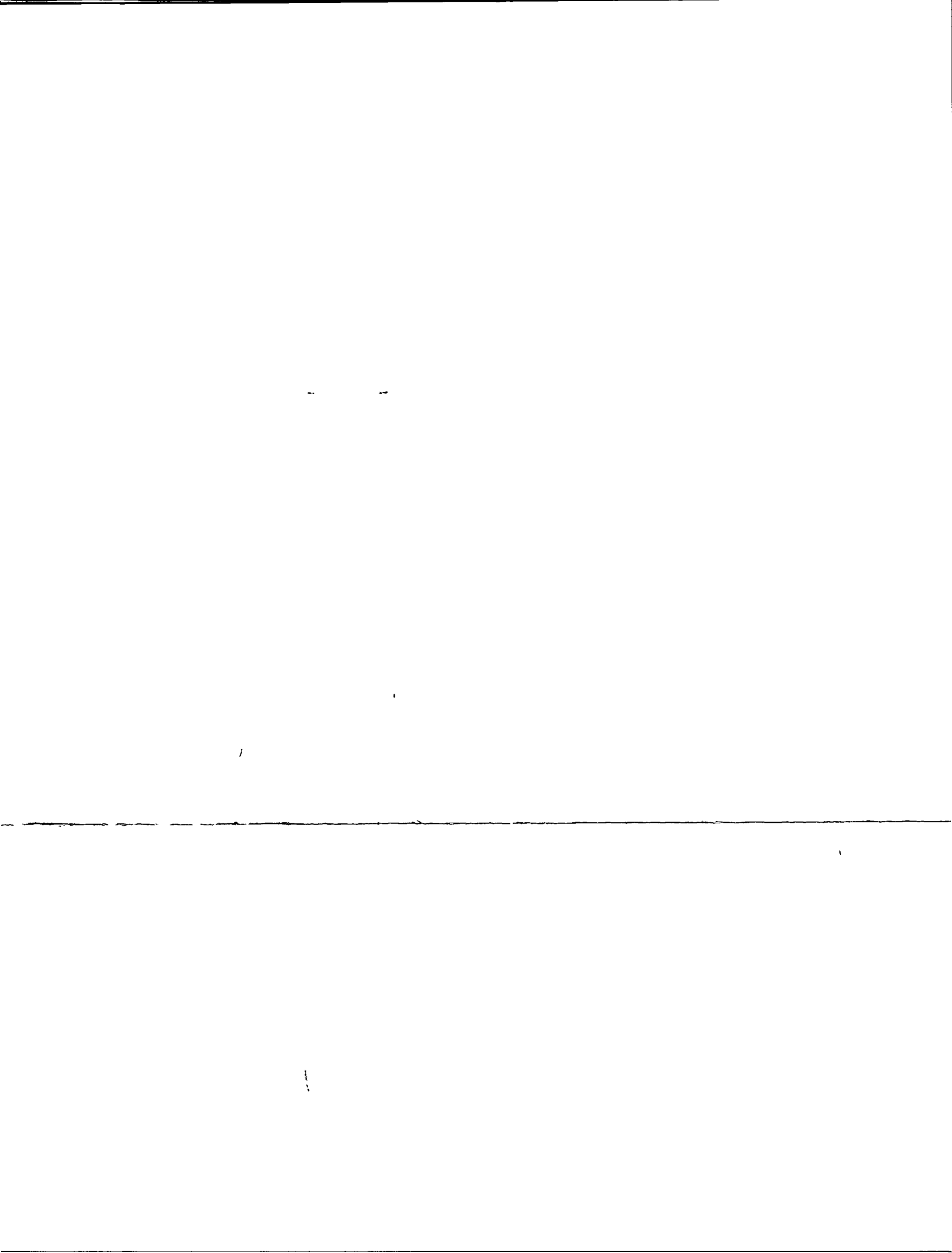
  
 \_\_\_\_\_  
 (Signature) Treasurer of ESC of Northeast Ohio

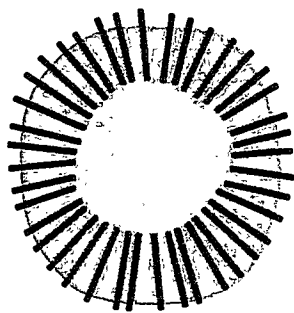
May 18, 2021

Date

**Please return a signed copy of the agreement to:**

Habebah R. Grimes • Positive Education Program • 3100 Euclid Ave • Cleveland, OH 44115 • [hgrimes@pepcleve.org](mailto:hgrimes@pepcleve.org)





**EA** education  
alternatives

## SERVICE AGREEMENT

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

## BACKGROUND

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

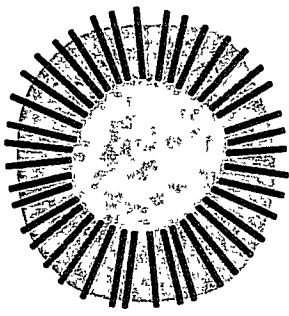
WHEREAS, EA is an accredited service provider equipped to educate students with varying educational, emotional and physical needs and meet the students’ FAPE requirements;

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

The Parties agree as follows:

### 1. EA Programming.

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



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behavior management for children ages 3-5.

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

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

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

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

4. **Rates and Billing**.

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

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

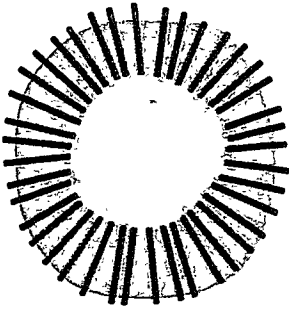
C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.

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

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

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

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



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

**6. Education Records.**

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

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

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

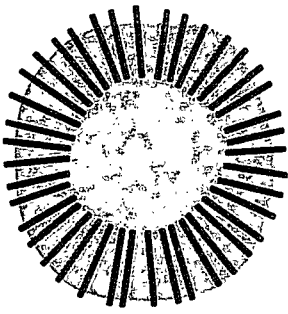
**7. Background Checks And Teacher Licenses.**

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

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

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

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



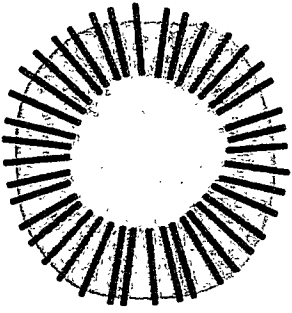
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set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.

**10. Miscellaneous.**

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





**EA** education  
alternatives

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

**EDUCATION ALTERNATIVES**

**Richmond Heights City School District**

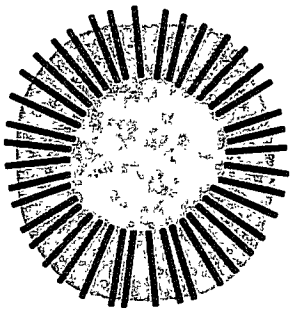
By:

Gerald Swartz, Executive Director

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

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

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



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

<b>Day Treatment Program</b> CARF-accredited educational and therapeutic program.	\$212 per day \$252 per day, Non-Medicaid
<b>One-on-One Aide</b> Individualized services available in accordance with the student's IEP.	\$152 per day
<b>ECHO Program</b> Computer-based dropout prevention program.	\$45/per half day, <4 hours \$90/Full-Day, >4 hours
<b>VisionQuest</b> Transitional job training program for young adults with Autism/DD.	\$150 per day
<b>Plato Pre-School</b> Early childhood program at EA Ravenna.	\$125 per day
<b>Coral Autism Program</b> Specialized program for students on the autism spectrum.	\$205 per day

**STRATEGIC LEARNING SCHOOL GUIDANCE SERVICE, LLC.****Brenda E. Gay, CEO****19400 Haskell Place, Land O'Lakes, FL 34638****216-280-9003      brendaegay@gmail.com****Proposal for Richmond Heights Local School District  
Richmond Heights, OH  
July 2021 – June 2022**

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**Prepared by Brenda E. Gay, CEO****Purpose**

The purpose of this *Proposal* is to outline a co-teaching Master Schedule and School Counseling services for the Richmond Heights Local School District in delivering a comprehensive school counseling programs that promotes student achievement for middle and high school students of RHLSD. A comprehensive school counseling program is standards-based and data driven, and an integral component of the school's academic mission. It focuses on academic, career, and social/emotional curriculum that is delivered through classroom lessons, small group, and individual consultation. ASCA (American School Counselors Association) has also identified four other components of an effective 21st Century school counseling delivery system. These are:

- Guidance Curriculum
- Individual Student Planning
- Responsive Services
- System Support

School counseling has undergone a transformation from a program of entitlement to one of performance and continuous improvement. School counselors now focus on improved student results that measure the impact of goals and objectives set forth by the state government in conjunction with the district that is being serviced.

A master scheduling process will be implemented which determines and increases the frequency of co-taught classes in the Middle and High School population. The Master schedule will be built encompassing Cohorts of students with disabilities to be served within the general education core classes, with Intervention Specialist co-teaching support. Flexible grouping and services may be used in maximizing personnel to meet needs, goals, and desired outcomes.

**Executive Summary**

Beginning in July, 2021, Strategic Learning School Guidance Service, LLC will support initiatives as outlined below with the provision that both parties be jointly committed to achieving the objectives as outlined.

Strategic Learning School Guidance Service, LLC agrees to provide school counseling services 7-12 as it relates to end of the year academic planning and advisement, beginning of the year set-up and rollout, scheduling, career exploration, goal setting, peer mediation, socio-emotional counseling, group counseling, coordination of CCP, CTE and District-wide Testing programs, optimizing the learning environment, and responding to parent, staff and administrator requests and needs. As a Master Scheduler and School Guidance Counselor for over 22 years (development, analysis, data input, management, implementation and maintenance); Strategic Learning School Guidance Service, LLC has the ability to promote the philosophy and mission of the organization; development, coordination and implementation of counseling department initiatives; the ability to make informed, objective decisions; demonstrate excellent rapport with pupils and staff; and remain to be a conscientious and dedicated service. The details of the support are to be finalized upon agreement between Strategic Learning School Guidance Service, LLC and the Richmond Heights Local School District Superintendent Dr. Renee T. Willis.

For the time period allotted above, Strategic Learning School Guidance Service, LLC will provide support for the areas outlined below.

### Grade 7-12 School Counseling Services

#### **Essential Components of Services**

1. **Master Schedule:** The coach will develop the building master schedule for the 2020-2021 school year which will include individual student schedules, teacher schedules, and the building bell schedule. The coach will also develop the following:
  - a. Batch scheduling via DASL
  - b. Student Course request grades 6-12 and
  - c. Scheduling revision, update and maintenance.

The coach will work collaboratively with staff and others define, adjust and achieve the stated goals and objectives.

The coach will create a partnership with the students and parents collectively and individually to customize the desired learning outcome mandated by the state and one that promotes career and college readiness.

2. **Test Administration:** The coach will organize, plan and facilitate state testing within the Richmond Heights Secondary School and serve as the test coordinator in conjunction with the building principal. The tests administered will include but are not limited to: ACT, OGT, OST-End of Course, OCIS (Ohio Career Information System), CCP, AP.
3. **CCP/CTE Coordinator:** The coach will organize the testing cycles for students and families interested in beginning and continuing with College Credit Plus and Career Technical Education through the Mayfield Heights Excel Tec Consortium.
4. **EMIS Support:** The coach will maintain a working relationship with the district EMIS Coordinator to ensure information regarding course facilitation and student clock hours/Carnegie units are reported properly to the Ohio Department of Education.

5. **Summer School:** The coach will support the efforts of remediation, retention and enrichment by identifying students who are credit deficient or credit sufficient for extended school year services as outlined by the school districts expectations.
  
6. **Graduation:** The coach will provide academic advisement to include college, career and life plan development. These services include but are not limited to:
  - Providing official transcripts based on the criteria set forth by Richmond Heights Local School District and the Ohio Department of Education.
  - Ensuring and certifying the graduating class.
  - Transitioning students to post- graduation status via college applications/entrance requirements.

**Outcomes/Benchmarks**

Coach Brenda Gay will work in tandem with Mrs. Marnisha Brown regarding the implementation of counseling and master scheduling services as defined in the plan (above).

**End of the Year Report**

By June 30, 2022, Strategic Learning School Guidance Services will provide a final written report to Mrs. Marnisha Brown regarding the results of intended services and if the goals and objectives were met.

**Time Commitment**

Strategic Learning School Guidance Service will provide the stated services, as needed, during the 2021/2022 school year (not to exceed \$10,000).

**Financial Commitment of Richmond Heights City Schools**

Proposed Counseling Services	<b>Total</b>
	\$ 10,000.00
<b>Total</b>	

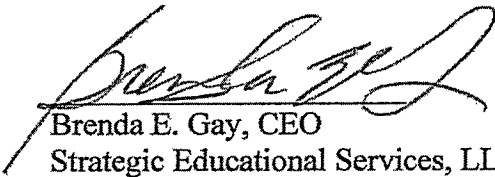
Payment shall be rendered upon the submission of time sheets and approval by the Mrs. Marnisha Brown and Renee T. Willis, Ph.D.

**Acceptance of Proposal**

The Superintendent’s signature below indicates acceptance of this proposal and its terms.

The proposal is accepted and forms an agreement between Richmond Heights City Schools and Strategic Educational Services, LLC, Brenda E. Gay, CEO.

*Brenda E. Gay*

  
Brenda E. Gay, CEO  
Strategic Educational Services, LLC  
19400 Haskell Place  
Land O'Lakes, FL 34638

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Renee T. Willis, Ph.D., Superintendent  
Richmond Heights City School District  
447 Richmond Road  
Richmond Heights, OH 44143

July 12, 2021

Dr. Renee Willis  
Richmond Heights Local Schools

Dear Dr Willis,

Please accept this letter as my formal resignation as the Intervention Specialist at Richmond Elementary School to become effective immediately as per email sent on July 10th, 2021

My students have given me great pleasure over the past years.

I believe this opportunity will offer me additional challenges and allow me to broaden my own experience and knowledge.

I want to take this opportunity to thank you for your time and efforts in my training.

Best regards,

  
Molly Collins

JUL 12 PM3:17

