

RICHMOND HEIGHTS LOCAL BOARD OF EDUCATION
REGULAR WORK SESSION MEETING MINUTES
JULY 26, 2021
7:00 P.M.

Mission: Prepare individual learners to navigate an evolving global community using 21st century competencies

The Regular Work Session Meeting of the Richmond Heights Board of Education was called to order at 7:03 p.m. on Monday, July 26, 2021, virtually by President, Nneka Slade Jackson.

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

RESOLUTION NO 07-153-2021

Moved by Mr. Jordan, seconded by Mrs. Pliodzinskas to adopt the agenda as amended; added X. Old Business, Item #3 HPC.

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

Nays – None.

Motion Carried 5-0.

SUPERINTENDENT'S REPORT

- **HPC (Healthcare Process Consulting) Presentation** – Karen Miller, RN, President/CEO
- **General Update** – Dr. Renée Willis

TREASURER'S REPORT

- **General Update**

RESOLUTION NO 07-154-2021

Moved by Mr. Jordan, seconded by Mrs. Pliodzinskas to approve the Financial Reports for the month ending June 30, 2021, and further approve the check register for June 2021.

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

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 07-155-2021

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner to accept the following donation as gifts.

- Progressive Community Involvement, 25 Laptops

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

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 07-156-2021

Moved by Mr. Jordan, seconded by Mrs. Pliodzinskas to approve the use of PI Funds to purchase a 2022 Chevrolet 3500 4x4 pickup with dump insert for \$52,010 which includes a \$2,800 discount assigned by GM per State Bid. Delivery from the Serpentine Auto Group is expected in August. This purchase is necessary due to the age and condition and cost to maintain current pick-up trucks.

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

RECOMMENDATIONS OF THE SUPERINTENDENT

CERTIFIED:

RESOLUTION NO 07-157-2021

Moved by Dr. Turner, seconded by Mr. Barber to approve the renewal of the following Credentialed Teacher Evaluator (OTES). (ATTACHMENT #1, #2, #3, & #4)

- **Kelly Askew**, valid until July 13, 2023
- **Elizabeth Boyd**, valid until July 19, 2023
- **Marnisha Brown**, valid until July 13, 2023
- **LaKisha Davies**, valid until July 13, 2023

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

RESOLUTION NO 07-158-2021

Moved by Mr. Jordan, seconded by Mr. Barber to employ the following administrative personnel, upon completion of personnel file:

- **Timothy King**, Director of Operations, \$65,000.00, effective 8/1/2021 (Replaces Phil Stevens). One year contract to follow.

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

RESOLUTION NO 07-159-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan to approve the following personnel under a one-year limited supplemental contract for the **2020-2021** contract year for the position and at the rate of compensation listed below, pursuant to §ORC 3319.08 and the RHEA Negotiated Agreement. Payment amounts for supplementals that have tiered schedules based on years of experience will need to be verified.

Student Council HS

- Jasmine King, \$2,584.70

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

OLD BUSINESS:

RESOLUTION NO 07-160-2021

Moved by Mr. Jordan, seconded by Dr. Turner, to approve a revision to the 2021/2022 school calendar that was adopted April 12, 2021. (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 07-161-2021

Moved by Dr. Turner, seconded by Mr. Jordan to employ the following personnel for the Summer Camp Programming (Paid from 21st Century)

Basketball Camp Coach: \$750.00

- Mark Williams

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

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 07-162-2021

Moved by Mr. Jordan, seconded by Mrs. Pliodzinskas to renew 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 #12)

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

Nays – None.

Motion Carried 5-0.

NEW BUSINESS:

RESOLUTION NO 07-163-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Barber, to renew the BPI Information Systems Agreement for "break/fix" services for the 2021-2022 school year at a rate of \$95.00/hr. The amount is not to exceed \$ 62,985.00. (ATTACHMENT #6).

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

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 07-164-2021

Moved by Dr. Turner, seconded by Mr. Jordan to approve a one-time, \$1,000.00 signing bonus in order to capture the highest quality of teachers as new hires to the District. (These funds will be paid for by Title II-A.)

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

Nays – None.

Motion Carried 5-0.

RESOLUTION NO 07-165-2021

Moved by Dr. Turner, seconded by Mr. Barber to approve the agreement with The TESSER GROUP to provide Educational Consulting support to the Special Education Department during the 2021/2022 school year. The cost will be \$1,600 per evaluation, not to exceed \$20,000. (ATTACHMENT #7)
(Paid from IDEA Restoration Fund)

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

RESOLUTION NO 07-166-2021

Moved by Mr. Barber, seconded by Mr. Jordan to renew the following contracts for Special Education Transportation costs for the 2021-2022 school year as follows: (ATTACHMENT #8 & #9)

- **Suburban School Transportation Company, Inc.** who will mutually agree on compensation on a case-by-case basis, effective July 1, 2021 through June 30, 2022.
- **EA (Education Alternatives)**, transportation costs for students at the following rates, \$42.00 per day; if aide needed and additional \$65.00; if need for a mid-school day route and additional \$25.00. Effective July 1, 2021 to June 30, 2022 on a case by case basis.

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

RESOLUTION NO 07-167-2021

Moved by Mr. Jordan, seconded by Mr. Barber to approve the 2021 Christmas and New Year's holiday schedule for all 12-month employees, per the RHEA agreement for purposes of payroll. The dates will be December 23rd, 24th, 27th, and December 30th and 31st.

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

RESOLUTION NO 07-168-2021

Moved by Mr. Jordan, seconded by Dr. Turner to approve the Special Education Policy and Procedures Manual as directed by the Ohio Department of Education's Office of Exceptional Children, per their Corrective Action Plan (CAP). (ATTACHMENT #10)

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

RESOLUTION NO 07-169-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan to approve the updated Director of Operations job description. (ATTACHMENT #11)

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

BOARD'S REPORT

- **Board Goals, Review and Update**
 - Establish A Budget Planning Process
 - Reclamation Campaign/Communication
 - Support Superintendent in Advocacy
 - Entrepreneurial Mindset (Future Ready Scholars)

EXECUTIVE SESSION

RESOLUTION NO 07-170-2021

Moved by Mrs. Pliodzinkas, seconded by Dr. Turner, to enter into executive session at 8:16 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.
- Ⓓ 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. & D. as listed above.

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

Nays – None

Motion Carried 5-0.

The Board reconvened from executive session at 10:29 p.m.

ADJOURNMENT

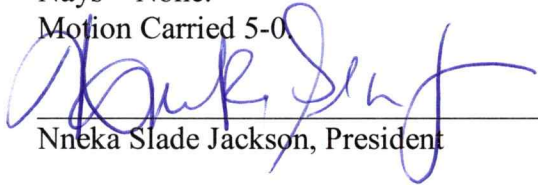
RESOLUTION NO 07-171-2021

Moved by Mr. Barber, seconded by Dr. Turner to adjourn the meeting at 10:30 p.m.

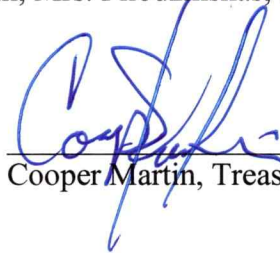
Roll Call: Ayes – Mr. Barber, Dr. Turner, Mr. Jordan, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0



Nneka Slade Jackson, President



Cooper Martin, Treasurer

Ohio | Department
of Education

OTES 2.0 Credentialed Teacher Evaluator

07-13-2021

This is to certify that

Kelly Askew

has demonstrated proficiency in completing all necessary training to serve as an evaluator for the Ohio Teacher Evaluation System 2.0 (valid for two years).

Note: This credential is established by the Ohio Department of Education and additional training or requirements may be necessary in the future due to legislative and/or policy changes.

The Ohio Department of Education



Julia Simmerer, Senior Executive Director Center for Teaching, Learning and Learning



Ohio | Department
of Education
OTES 2.0 Credentialed Teacher Evaluator
07-19-2021

This is to certify that

Elizabeth Taylor Boyd

has demonstrated proficiency in completing all necessary training to serve as an evaluator for the Ohio Teacher Evaluation System 2.0 (valid for two years).

Note: This credential is established by the Ohio Department of Education and additional training or requirements may be necessary in the future due to legislative and/or policy changes.

The Ohio Department of Education



Julia Simmerer, Senior Executive Director Center for Teaching, Learning and Learning

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Ohio | Department
of Education

OTES 2.0 Credentialed Teacher Evaluator

07-13-2021

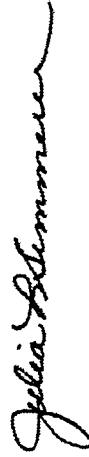
This is to certify that

Marnisha Brown

has demonstrated proficiency in completing all necessary training to serve as an evaluator for the Ohio Teacher Evaluation System 2.0 (valid for two years).

Note: This credential is established by the Ohio Department of Education and additional training or requirements may be necessary in the future due to legislative and/or policy changes.

The Ohio Department of Education



Julia Simmerer, Senior Executive Director Center for Teaching, Leading and Learning



Ohio | Department
of Education
OTES 2.0 Credentialed Teacher Evaluator
07-13-2021

This is to certify that

Lakisha Davies

has demonstrated proficiency in completing all necessary training to serve as an evaluator for the Ohio Teacher Evaluation System 2.0 (valid for two years).

Note: This credential is established by the Ohio Department of Education and additional training or requirements may be necessary in the future due to legislative and/or policy changes.

The Ohio Department of Education



Julia Simmerer, Senior Executive Director Center for Teaching, Learning and Learning

2021-2022

Board Approved - 04/12/2021

12	Teacher Room Preparation
13	Convocation Day
16	1/2 Meetings, 1/2 Prep
17-20	Prof. Development:
Teacher Work-NO STUDENTS	
19-20	Kindergarten Testing
23	PreK - 12th Grade Start
14	Teacher Days
7	Student Days

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

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

17	ES/SS Conferences
18	No School-Conf. Comp Day
21	No School-President's Day
18	Teacher Days
18	Student Days

6	No School-Labor Day
24	No School Prof. Development
21	Teacher Days
20	Student Days

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

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

21-25	No School-Spring Break Part 1
18	Teacher Days
18	Student Days

8	No School-NEOE Day
18	Teacher Work Day - No School
21	Teacher Days
19	Student Days

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

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

14	No School Prof. Development
15/18	No School-Spring Break Part 2
19	Teacher Days
18	Student Days

2	Election-REMOTE LEARNING DAY
4	HS Conference
11	ES Conference
24	No School-Conf. Comp Day
25-26	No School-Thanksgiving
19	Teacher Days
19	Student Days

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

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

26	Last Student Day
27	Teacher Record Day -last day
30	Memorial Day
20	Teacher Days
19	Student Days

21	No Classes-Teacher Work Day
22-31	No School-Winter Break
15	Teacher Days
14	Student Days

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

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

The 2021/2022 school year is in-person.

HOURS:
Elementary: 8:30am-3:00pm
Upper: 7:50am-2:45pm

EARLY DISMISSAL ON WEDNESDAYS:
Elementary: 2:00pm

3	No School Prof. Development
4	Classes Resume
17	No School-MLK Day
20	Teacher Days
19	Student Days

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

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

Total 2021-22	
185	Teacher Days
171	Student Days

NO SCHOOL

Contractual Days w/o Students

Student Waiver Day/Teachers Report





BPI Information Systems
 6055 West Snowville Road
 Brecksville, OH 44141
 Phone: 440-717-4112
 Fax: 440-717-4135

Quotation

Quote: BPIQ31881	Bpi Support Block Time For School Year 21-22	Date: 7/20/2021
Prepared By: Mike Bussan	440-717-4112	mbussan@bpiohio.com

Bill To: Richmond Heights Local Schools
 Joy Howard
 447 Richmond Road
 Richmond Heights, OH 44143
 United States

Ship To: Richmond Heights Local Schools
 Joy Howard
 447 Richmond Road
 Richmond Heights, OH 44143
 United States

Phone: (216) 692-0086
Fax:

Phone: (216) 692-0086
Fax:

Qty	Description	Unit Price	Extended
1	BPI Computer Repair Block Time Support for 2021-22 School Year Proposed Support Time Period (August 2021 - May 2022) Total Hours based on 8 hour work day and 1/2 hour travel (\$95/hr.) Block of time will be consumed based on actual usage so any unused days/hours may be used when needed.	\$62,985.00	\$62,985.00

Please contact me if I can be of further assistance.

Pricing on this quotation is valid for 10 days and excludes shipping charges to your location.

Subtotal	\$62,985.00
Sales Tax	\$0.00
TOTAL	\$62,985.00

To order, please sign and return this quotation.

Thank you for your inquiry.

Name: _____ Date: _____ PO: _____





The TESSER Group

Maximizing your Human Capital

Proposal For:



RICHMOND HEIGHTS
LOCAL SCHOOLS

"It's a New Day for The Richmond Heights Way"

Background

The mission of Richmond Heights Local School District (RHLSD) is to prepare individual learners to navigate an evolving global community using 21st-century competencies. RHLSD believes that every student can be successful; this includes students that receive services through the department of special education.

Challenge

To ensure equitable access to the curriculum, the state of Ohio mandates that students are evaluated and reevaluated to determine their continued eligibility for special education services. To address the current caseload in the special education department, RHLSD will need the assistance of an Educational Consultant to complete testing and Evaluation Team Reports (ETR).

Solution

The TESSER group will provide Educational Consulting support to the Special Education Department during the 2021-2022 calendar year. The following services will be included:

- Completing records reviews
- Test, analyze, interpret, and report Psychometric standardized testing to verify the continued eligibility for special education services.
- Conduct interviews with teachers, students, and parents as needed.
- Facilitate site visits and observations for students who are both on and off-site.
- Complete all documentation needed for the Evaluation Team Reports (ETR's).
- Lead ETR team meeting.
- Sending email and facilitating telephone communication with parents, teachers, and the special education department as needed.

Service Options and Investments

Re-evaluations of current special education students will be completed at the per case price of **\$1600 per evaluation**. During the term of this contract, billing will **not exceed 20,000**.

Service Period

The service period for this proposal will start in **September 2021** and continue through **May 2022**. An extension of this service period is optional and can be made with a written request.

By signing below, the authorized individual at RHLSD agrees to the service description outlined above.

Authorized Representative from RHLSD

Dr. Kelene J. Robinson

Consulting Psychologist

The TESSER Group

P: (216) 410- 6312

E: Kelene@theTESSERgroup.com

PUPIL TRANSPORTATION AGREEMENT 2021/2022

THIS AGREEMENT made and entered into at Hinckley, Ohio effective for the **2021/2022** school year, by and between the, **Richmond Heights Local Schools**, and **Suburban School Transportation Company, Inc. (SSTC)**, 26 River Road, Hinckley, Ohio 44233. For and in consideration of the mutual covenants and agreement herein contained, and for valuable consideration the parties agree to the following:

1. SSTC will transport students at the written request of the **Richmond Heights Local Schools** for any student requiring transportation. All students are provided door-to-door services specified by the district.
2. SSTC will provide all routing of said students, including contact with the parent/guardian regarding pick up and drop off times and locations. Students may be transported with other students with possible cost reductions. Routing sheets will be kept on file with SSTC dispatching office.
3. SSTC will provide vehicles to be used for transportation of said students. Vehicles will meet the standards of State and Federal law. All vehicles will be equipped with a mobile phone, emergency safety triangles, flares, electrical fuses, Blood Borne Pathogen Kit, fire extinguisher, first aid kit, blanket and a snow brush.
4. SSTC vehicles may be equipped with a global positioning system, which shows a vehicle's location, direction of travel and speed at any given moment.
5. SSTC will pay all expenses in connection with the operation and maintenance of vehicles used in the transportation. A vehicle inspection form shall be completed daily by the drivers. A staff mechanic services the SSTC fleet for preventive maintenance and emergency repairs. All daily inspection forms and service logs are on file in SSTC dispatching office. Should a student cause any damage to a vehicle; the parent/guardian will be financially responsible for said damages.
6. SSTC will provide qualified drivers to operate said vehicles used in the noted transportation in accordance with all applicable State and Federal laws. SSTC will verify that all drivers have met Ohio Pupil Transportation Operation and Safety Rules and Standards, including but not limited to certification and license requirements.
7. SSTC will purchase and maintain during the term of the agreement no less than \$1,000,000 liability insurance, including a \$5,000,000 umbrella. All non-owned vehicles will carry \$300,000 (state requirement) liability insurance and a 1,000,000-liability non-owned coverage policy purchased by SSTC.
8. The rate quoted to the district will be for round trip, unless otherwise specified. The District acknowledges that the rate can change if transportation that was quoted does not meet the requirements of Local, State or Federal mandates due to the Covid-19 and or any other mandates. The district will be charged the daily rate for each day the particular school is scheduled to be opened, regardless if the student or students attend or not, and regardless if the school be cancelled due to inclement weather or emergency. Should **Richmond Heights Local Schools** close due to inclement weather, but the school the student is attending is open, SSTC will use its own discretion. Safety is SSTC's top priority. If SSTC believes it is unsafe to transport due to inclement weather, the parent/guardian will be contacted. A two-day notice is required if the student will be out for an extended amount of time due to illness or suspension. Also, a two-day

- notice is required if the student has transferred out of district or expelled from school and transportation service is no longer required.
9. **Richmond Heights Local Schools** will be responsible for obtaining the student(s) medical forms and attach it with the students request form. SSTC will maintain medical history reports in its dispatch office once received from the district.
 10. All employees are issued SSTC identification badges to be worn and be visible at all times.
 11. All vehicles to be used to transport eligible students who are confined to a wheelchair or other mobile positioning devices or who require life support equipment shall be equipped with a lift or ramp. The lift shall be connected within the vehicle body when not extended. The lift shall lift a maximum of 700 lbs. Wheelchairs are to be secured by a four-point tie down system.
 12. Attendants or monitors will be provided to the district, if requested, at an additional charge. Any required ride-alone students will incur an additional cost for such transportation.
 13. SSTC may find it necessary to review various alternative accommodations to ensure the safety of the students during transportation. SSTC will always reserve the right to postpone transportation in the event a student becomes combative /violent and/or threatens or interferes with the safety and well-being of the public welfare, other passengers or themselves. The attending school and parent /guardian will be notified at this time to discuss transportation options. Such alternative accommodations will be discussed with and agreed upon by the district prior to implementation by SSTC.
 14. In the event SSTC is requested to use a vehicle with special accommodations in order to ensure the safety of student transportation, an additional charge will be applied for such service.
 15. All vehicles will have "School Transportation" signs.
 16. For the safety of all students transported by SSTC, we will not transport any students across picket lines when a strike is in progress.
 17. SSTC will provide **Richmond Heights Local Schools** with a form to use for adding, changing or deleting students. All student changes/requests must be submitted electronically or faxed on the provided SSTC form. No student transportation will begin unless the required form is submitted. SSTC requests at least 24-48 hours' notice when placing new student transportation to allow adequate time for placement. Requests received after 3:00 pm will not be guaranteed for the next business day (from August 15th thru September 15th. Please allow 3 days for student placement. After any three (3) requests for a student's time or location change during a billing cycle, an additional \$10 service charge per alteration may be applied.
 18. Should fuel cost rise more than 12% from the date of the agreement, SSTN reserves the right to request additional compensation.
 19. SSTC will be responsible for allowing 3 minutes for pickup at the student's home. If after the allotted time SSTC leaves and continues the route and is then later notified that SSTC must again return to the students' home, an additional charge will be granted. After school is dismissed at the end of the regularly scheduled day SSTC will wait at the scheduled school until all eligible students have been picked up. If an eligible student does not show up at the designated pickup location the driver will contact the office and the office will contact the school. If SSTC is forced to wait for a student more than five (5) minutes after dismissal time (or other agreed upon pickup

time) SSTC will agree to wait fifteen (15) additional minutes for the student. SSTC will be permitted to bill the district for the additional time. When an attempt to drop off an eligible student at home is unsuccessful, SSTC will proceed to complete the regularly scheduled route. The driver will notify the office of the first attempt. After the route is completed, SSTC will attempt again to drop off the student. If the second attempt is unsuccessful, SSTC will be permitted to charge the district, in fifteen (15) minute increments at the daily unit cost for each student for each fifteen (15) minute period, for all time thereafter until the student is dropped off at home or an emergency drop off location.

20. Payment for ordinary services rendered shall be made monthly. Payment needs to be received by SSTC within 30 days of invoice or late fees may apply.

In consideration of this agreement Suburban School Transportation Company, Inc., herein provided, that **Richmond Heights Local Schools** and Suburban School Transportation Company, Inc. will mutually agree on compensation on a case-by-case basis. This contract will cover the period of **July 1, 2021 through June 30, 2022.**

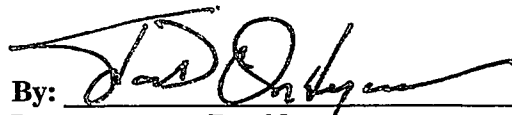
This contract is made for the benefit of each party heretofore named, and all parties hereby acknowledge receipt of a full and complete copy of this agreement and declare that no promises, representation or agreement, other than those herein contained have been made or were relied upon.

IN WITNESS WHEREOF, the parties hereto set their hands this day and year.

Richmond Heights Local Schools

Suburban School Transportation Company, Inc.

By: _____
Its: _____

By: 
Its: President

Date: _____

Date: May 1 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Love Insurance Agency 373 Center Street Suite A Chardon, OH 44024	CONTACT NAME: Pauline Kreuz	
	PHONE (A/C No./Ext): 440-527-5050 FAX (A/C No.): 440-286-2103 E-MAIL: pkreuz@loveinsurance.com ADDRESS:	
INSURED Suburban Transportation Company, Inc. Suburban School Transportation 1289 Pearl Road Brunswick, OH 44212	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: AIG NATIONAL INSURANCE CO INC	36587
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GPNU-EP-0011135-00-10035	02/22/2021	02/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		GPNU-EP-0011135-00-10035	02/22/2021	02/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Motorists \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		GPNU-EP-0011135-00-10035	02/22/2021	02/22/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Richmond Hts BOE
447 Richmond Rd
Richmond Hts, OH 44143

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Suburban School Transportation	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 26 River Road	Requester's name and address (optional)
6 City, state, and ZIP code Hinckley, OH 44233	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	4	-	1	6	3	1	4	2	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 5/1/21
------------------	----------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

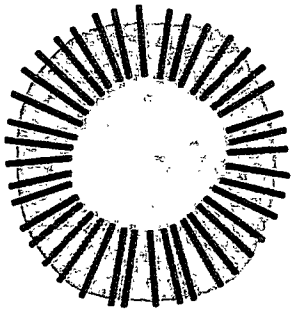
- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.





EA education
alternatives

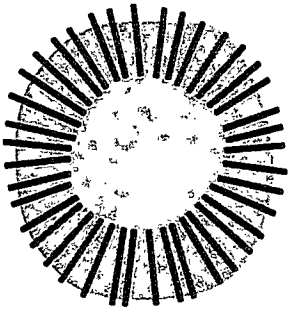
3319.39 and 3319.392; and

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

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

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

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



STUDENT TRANSPORTATION AGREEMENT

This Student Transportation 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**, an Ohio nonprofit 501(c)(3) corporation, (“EA”).

BACKGROUND

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

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

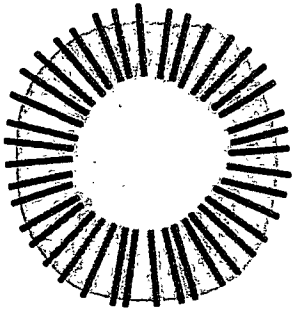
THE PARTIES AGREE AS FOLLOWS:

1. Scope Of Services: EA shall:

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

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

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



7. **Independent Contractor Relationship.** All persons directly or indirectly employed by EA to perform the services under this Agreement shall at all times during the performance of the services be and remain employees or agents of EA, and at no time shall they be employees or agents of the District. Accordingly, EA shall be solely responsible for payment of any and all contributions, taxes or penalties now or hereafter imposed under any local, county, state or federal law due on account of EA's employees or agents, including but not limited to taxes and/or contributions for social security, Medicare, worker's compensation, unemployment and retirement.

8. **Waiver.** No waiver of any condition, covenant or breach of this Agreement by either party will imply or constitute a further waiver of the same or any other condition or covenant.

9. **Severability.** All agreements and covenants contained in this Agreement are severable and in the event that any of them are held invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements and covenants were not contained herein.

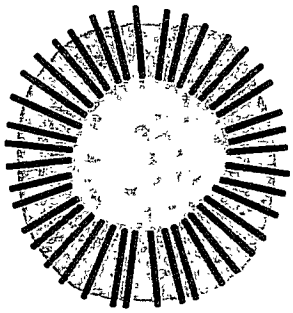
10. **Entire Understanding.** This Agreement sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing, signed by both parties.

11. **Exhibits.** All exhibits, amendments, addenda, or attachments, attached to this Agreement are fully incorporated and made a part by this reference.

12. **Captions.** The captions used as headings for the various sections of this Agreement are used as a matter of convenience for reference purposes only.

13. **Governing Law.** The construction, validity and performance of this Agreement shall be governed in all respects by the law of the State of Ohio, without regard to its conflicts of laws provision.

14. **Approval.** This contract shall be subject to the written approval of the District's authorized representative and shall not be binding until so approved.



EA education
alternatives

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

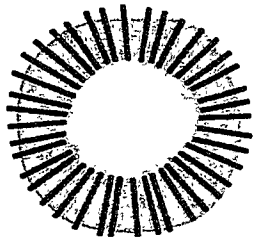
EDUCATION ALTERNATIVES

By: 
Gerald Swartz, Executive Director

THE DISTRICT

By: _____

Name: _____



August

M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

19 First Day for Students

September

M	Tu	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

6 Labor Day/No School

October

M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

8 NEOEA Day/In-Service Day

November

M	Tu	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

24-26 Thanksgiving Break

December

M	Tu	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

20-31 Winter Break

January

M	Tu	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

17 Martin Luther King Day/No School

February

M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

21 President's Day/No School

March

M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

21-25 Spring Break

April

M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

15 Good Friday/No School
18 No School

May

M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

30 Memorial Day/No School

June

M	Tu	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

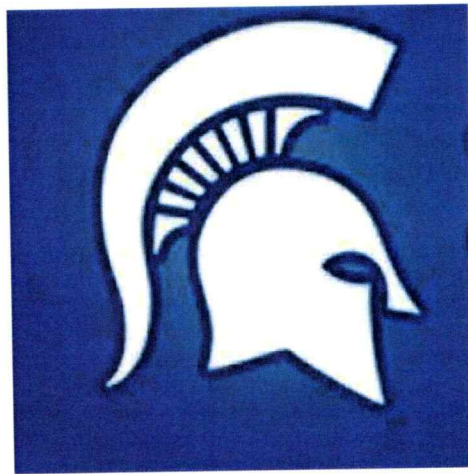
3 Last Day for Students

July

M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29



**Richmond Heights Local School District
Special Education Policy and Procedures
2021-2022**



**LaKisha Davies M.Ed.
Director of Special Education**

Book Policy Manual
Section 2000 Program
Title SPECIAL EDUCATION
Code po2460
Status Active
Adopted July 1, 2006
Last Revised November 28, 2016

2460 - SPECIAL EDUCATION

The Board of Education is committed to providing a free appropriate public education (FAPE) to children with disabilities identified in accordance with applicable State and Federal laws, rules, and regulations. This includes students who are confined to community corrections facilities or juvenile detention centers. The District shall provide students with disabilities the services to which they are entitled pursuant to their individualized education programs (IEPs) and in accordance with the Operating Standards for Ohio Educational Agencies Serving Children with Disabilities, including Child Find and Evaluation requirements. Students with disabilities who are in adult county jails shall continue to receive FAPE during incarceration subject to their continued eligibility for services and subject to exceptions related to security and safety.

In order to satisfy the requirements of the *Operating Standards for Ohio Educational Agencies Serving Children with Disabilities* ("Ohio Operating Standards"), the Board of Education adopts the model policies and procedures promulgated by the Ohio Department of Education's Office of Exceptional Children (ODE-OEC), which is incorporated by reference into this policy. While the Special Education Model Policies and Procedures ("Model Policies") issued by the ODE-OEC are comprehensive, the document does not include every requirement set forth in the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"), the regulations implementing the IDEIA, the Operating Standards, the Ohio Revised Code, and/or the Ohio Administrative Code. As such, the Board affirms its obligation to follow these laws and regulations, regardless of whether their provisions are restated in the Model Policies.

Copies of Model Policies and Procedures relevant policies and procedures are available at the office of the Board of Education.

© Neola 2016

Legal

R.C. 3323.05, 3323.051, 3323.08

A.C. 3301-51-01 et seq., 3301-51-02(F)

IDEIA, 20 U.S.C. 1400 et seq.

34 C.F.R. Part 300

SPECIAL EDUCATION PROCEDURES

NEWLY ENROLLED STUDENTS TO THE SCHOOL WITH AN IEP - TRANSFER IEP/ETR

- 1) The Director of Special Education will notify the intervention specialist and school psychologist of newly enrolled students with disabilities
- 2) The Registrar will make initial attempts to obtain copies of the ETR/IEP
- 3) The intervention specialist will follow up with the parent and/or prior school district for copies of the IEP/ETR
- 4) ETR/IEP transfer meeting must be scheduled within 30 days of enrollment during the school year
- 5) If enrollment occurs during the summer, the transfer IEP meetings must be held within 30 days of the start of school
- 6) The intervention specialist is responsible for coordinating transfer meetings with the school psychologist, parent and other team members

NEWLY ENROLLED SPECIAL EDUCATION STUDENTS TO THE SCHOOL WITHOUT AN IEP

- 1) The Registrar will notify the Director of Special Education of any student with a disability enrolling in the district without supporting documentation
- 2) The Registrar shall enroll the student as a regular education student until documentation obtained supporting special education eligibility is obtained
- 3) The Director of Special Education will notify the school psychologist and the intervention specialist of any student with a disability enrolling without documentation
- 4) If there is no copy of the IEP and ETR documentation:
 - a) School psychologist will begin intervention and documentation immediately.
 - i) Within 30 days if the data shows that adequate progress is not being made, then begin Child Find.
 - ii) Within 30 days, a planning and consent meeting must be held; written parental consent must be obtained
 - iii) Within 30 days of receiving written parental consent, an ETR must be completed
 - iv) Within 30 days of ETR signing, the IEP must be completed
 - v) If parent provides a copy of the ETR and IEP subsequent to the start of the evaluation process, follow the transfer IEP/ETR process

If students enroll with an outdated IEP/ETR—same procedure as not having an IEP/ETR will be followed

REQUESTS FOR SPECIAL EDUCATION TESTING

- 1) The parent request for an evaluation can be either in writing or verbal, if the parent verbally requests assessment the staff member must document date and time of

request and notify the Director of Special Education and the School Psychologist within 2 school days

- 2) Within 30 days of the receipt of the request
 - a. Intervention Assistance Team contacts the parents to set a team meeting
 - i. Intervention Assistance Team (IAT) is comprised of:
 1. Intervention Specialist
 2. District Representative
 3. General Education Teacher(s)
 4. School Psychologist
 5. Parent
 6. Related Service Providers (as needed)
- 3) During the IAT meeting
 - a. The IAT will discuss the concerns of the parent and/or teacher regarding the student
 - b. The IAT will review all relevant data regarding the nature of the suspected disability
 - c. If there is insufficient data available, the student will be referred to the Intervention process, with parent consent
 - i. The intervention assistance process will be reviewed and enacted
 - ii. A follow-up date for intervention data review will be set
 - d. If sufficient data is available to support TIER III support, the evaluation planning and consent process will be explained by the school psychologist and a subsequent planning and consent meeting date will be set
 - e. During the planning meeting, the suspected disability(ies) must be documented on the planning form
 - f. The planning form must detailed all proposed testing and/or data collection, and related responsibilities for completing the information
 - g. The planning form must be signed by the involved parties, including the parent/guardian(s)
 - h. Written parental consent must be obtained after the planning meeting and prior to beginning the evaluation process
 - i. If a disability is not suspected process is ended
 - j. A PR-01 is sent to family by the school psychologist detailing the meeting
 - k. If a disability is suspected, the team set a date within 60 calendar days to review the findings

INITIAL ETR AND REVIEW ETR PROCESSES

- 1) The school psychologist will lead the ETR process. If the suspected disability involves speech and language only concerns, the speech and language pathologist can chair the meeting

- 2) Planning meeting will be scheduled to include all members of the ETR team by the school psychologist.
- 3) During the planning meeting, the suspected disability(ies) must be documented on the planning form
- 4) The planning form must detailed all proposed testing and/or data collection, and related responsibilities for completing the information
- 5) The planning form must be signed by the involved parties, including the parent/guardian(s)
- 6) Written parental consent must be obtained after the planning meeting and prior to beginning the evaluation process
- 7) All documentation for the Evaluation Team Report must be completed and reviewed 7 school days before the scheduled meeting date
- 8) A draft of the ETR must be submitted to the Director of Special Education for compliance review prior to submission to other team members
- 9) The Director of Special Education will select a minimum of one ETR for academic quarter to be submitted to the Internal Monitoring Team for additional compliance review
- 10) Draft copies of the ETR must NEVER contain a completed eligibility determination page
- 11) The school psychologist contacts the family and sets date for the ETR meeting
- 12) The school psychologist is responsible for sending the parent invite, Guide to Parents Rights and a PR-01 explaining the purpose of the ETR meeting within 2 school days of setting the ETR meeting date
- 13) The school psychologist invites, via electronic invitation and/or US Mail, all individuals of the ETR team to the meeting
 - a. The Evaluation Team Report meeting is comprised of the following members:
 - i. Parent/guardian*
 - ii. At least one General Education Teacher*
 - iii. Intervention Specialist*
 - iv. District Representative*
 - v. Related Service providers with whom the student will be receiving services*
 - vi. Surrogate parent (foster child)*
 - vii. The student (depending on age)
 - viii. County and/or State agencies if services are being provided
 - ix. Other invited persons per Team request

***Indicates mandatory ETR Team members**
- 14) School Psychologist manages the assessments process of any other therapists associated with the evaluation process
- 15) School Psychologist creates the necessary planning pages
- 16) School Psychologist will ensure all required Related Service Providers and Intervention Specialists are informed of assessments and deadlines

Evaluation Team Report Process:

- 1) ETR review meetings must be scheduled at least 30 days prior to the expiration of the current ETR;
- 2) ETRs of currently enrolled students set to expire prior to September 15th should have the planning and consent meetings and testing completed prior to the conclusion of prior school year
- 3) One week before scheduled meeting the school psychologist will contact the parent/guardian/surrogate to remind them of the meeting
- 4) If a request is made to change the original meeting date, the school psychologist informs the team of the request and amends meeting date; the meeting must still fall within legal deadlines. A subsequent parent invite must be sent within one school day
- 5) All members of the ETR team will be at the meeting; If all mandatory team members are not present the meeting must be rescheduled within legal deadline timeframes
- 6) If the ETR meeting is rescheduled due to absence of parent, the school psychologist will contact the parent, schedule another meeting, forward the parent invite and send a PR-01 detailing the desired participation of the parent in the ETR process
- 7) All eligibility determinations will be made during the meeting
- 8) The data and assessment findings from Part I of the ETR will be summarized in Part II. This should not contain a "cut and paste" of Part I
- 9) All areas designated on the planning form should be addressed in summary form on the ETR
- 10) The educational needs must be addressed and documented
- 11) The implications for instruction must relate to the educational needs and not merely by a checklist of proposed interventions
- 12) The school psychologist is responsible for collecting all signatures and dates on the Section 5 "Signature Page"
- 13) The school psychologist must complete a Medicaid Consent form during the ETR meeting
- 14) The school psychologist must provide a final copy of the ETR to the parent within three school days of the meeting
- 15) The school psychologist must complete a Post PR-01 detailing the eligibility determination within three school days of the ETR meeting
- 16) The school psychologist is responsible for completion of the EMIS forms within three school days of the ETR meeting
- 17) The school psychologist is responsible for ensuring that "Section 1" of the ETR contains a separate page for all required testing and additional information outlined in the Planning form
- 18) The school psychologist is responsible for ensuring that all "Section 1" of the ETR have educational needs and implications for instruction sections completed

- 19) The school psychologist is responsible for ensuring that "Section 2" of the ETR is a summary of all the assessments and not a "copy and paste" of "Section 1."
- 20) The school psychologist must upload a completed copy of the ETR within 7 school days of the meeting
- 21) The school psychologist must complete the ETR checklist when turning in hardcopy files within 7 days of sending the post PR-01
- 22) The school psychologist must complete the ETR in Special Services within 30 days of the ETR meeting
- 23) The school psychologist must share and maintain an updated caseload evaluation list with the Director of Special Education

IEP Process

- 1) The IEP process will be lead by the intervention specialist
- 2) IEP team members shall be comprised of the following:
 - a) Parent/Guardian/Surrogate(foster students)*
 - b) Intervention Specialist*
 - c) District Representative*
 - d) At least one General Education Team (excusal form required)
 - e) Student (age dependent)
 - f) Related Service Providers (excusal form required)
 - g) County and/or State Agencies providing services to the student
 - h) Other invited persons per Team request

***Indicates mandatory ETR Team members**
- 3) IEP review meetings must be scheduled no later than two weeks prior to the end of the current IEP
- 4) The intervention special must send the Parent Invite, the pre-meeting PR-01 and the Guide to Parents Rights no later than two school days after setting the IEP meeting date
- 5) A draft of the IEP must be submitted to the Director of Special Education for compliance review prior to submission to the IEP team no later than 7 days prior to the IEP meeting
- 6) The Director of Special Education will select a minimum of one IEP per academic quarter for additional compliance review by the Internal Monitoring Team
- 7) IEP's submitted to the Internal Monitoring Team containing transition plans, must complete the Indicator 13 checklist
- 8) The present levels of performance (PLOPs) should contain data from the following:
 - (a) District Testing
 - (b) Performance Assessments
 - (c) Short cycle assessments
 - (d) Checklists

- (e) Running records
 - (f) Inventories
 - (g) Student Work Samples
- 9) Present Levels of Performance must contain data on the performance of typical peers relating to the goal
 - 10) Present Levels of Performance must contain baseline data relating to the goal
 - 11) A draft of the IEP must be provided to the parents and other team members no later than 3 days prior to the IEP meeting
 - 12) The intervention specialist must obtain parent consent to proceed with an IEP meeting in the absence of general education teachers or related service providers
 - 13) The intervention specialist will amend draft IEPs during the IEP meeting as necessary
 - 14) All IEPs must contain the following three components
 - a) Clearly defined behavior
 - b) Conditions under which the behavior will occur
 - c) Criteria used to evaluate the performance
 - 15) Specially designed instruction must detailed the direct instruction provided to the student that is in addition to what typical peers receive
 - 16) Specially designed service location must only state one service location per corresponding minutes; if more than one location of service will be provided, list each location separately
 - 17) Specially designed instruction must state the time and frequency of the the instruction
 - 18) The IEP must document the need for assistive technology in Section 2 and Section 7 of the IEP
 - 19) The IEP must document the accommodations both the Profile section and the Specially Designed Instruction section of the IEP
 - 20) The IEP must document the need for modifications to curriculum in the Profile section of the IEP. The modifications must also be documented in the specially designed instruction section of the IEP
 - 21) If the student receives support for other school personnel, such as instructional aides and/or certified occupational therapy assistants, this must be documented in specially designed instruction
 - 22) The intervention specialist is responsible for completion of Section 14 - "Meeting Participants" and Section 15 - "Signature" pages during the IEP meeting
 - 23) The intervention specialist is responsible for completing the "Transfer of Rights at Majority" section of the IEP if the student turns 17 years of age during the IEP term
 - 24) The IEP start date must start at least one day after the meeting date
 - 25) The intervention specialist is responsible for ensuring the IEP start dates are in compliance
 - 26) The intervention specialist must document student progress towards past IEP goals in the "Profile" section of the IEP
 - 27) The IEP review date should be one year minus 1 day from the the meeting date

- 28) An initial IEP (IIEP) must be completed within 30 days of the IETR
- 29) The IEP must contain the educational needs and implications for instruction information from the ETR in the "Profile" section of the IEP
- 30) The IEP must contain data from prior districts and state assessments where applicable
- 31) The intervention specialist will coordinate with the school psychologist regarding transfer IEP/ETR meetings within 30 days of enrollment
- 32) The special education scholarship information should be listed in the "Other Information" section on the cover page of the IEP
- 33) The intervention specialist is responsible for completing the transition section of the IEP if the student turns 14 years of age within the timeframe of the IEP
- 34) The intervention specialist must provide a signed copy of the IEP and a post-meeting PR-01 within three school days of the meeting.
- 35) The intervention specialist must submit a completed EMIS form within 3 school days of the IEP meeting
- 36) The intervention specialist must upload the completed IEP, with signatures and EMIS forms no later than 7 days after the IEP meeting
- 37) The intervention specialist and Related Service Providers must complete progress reports no later than 14 days after district report cards have been issued
- 38) The intervention specialist must complete the Medicaid Consent form during all IEP meetings
- 39) The intervention specialist must complete the IEP in Special Services within 30 days of the IEP meeting
- 40) The intervention specialist must maintain "data binders" for all students detailing progress towards IEP goals
- 41) Progress Reports should be sent out no later than 1 weeks after the issuance of District report cards.
- 42) With every RIEP, the prior progress report must be closed and a new Progress Report must be opened aligning with the RIEP
- 43) The Intervention specialist is responsible for meeting with the IEP team when revisions to the IEP are deemed necessary. Revisions may be necessary for, but not limited to,
 - (1) Review placement
 - (2) Address academic goals
 - (3) Address specially designed instruction
 - (4) Address transportation

- 44) The IEP must justify instruction that does not occur in the regular education classroom in the Least Restrictive Environment section of the IEP
- 45) The intervention specialist and speech and language pathologists are responsible for updating their caseload list monthly in Google Documents
- 46) The intervention specialist must complete the IEP checklist and attach it to the hardcopy file no later than 7 days after the post PR-01 is issued.

INTERNAL MONITORING TEAM

1. The members of the District Leadership Team (DLT) will also serve as members of the of the internal monitoring team
2. The Internal Monitoring Team will meet at least once per academic quarter
3. The Internal Monitoring Team will consist of members of the administrative team, at least one general education teacher from the elementary school and the upper school, intervention specialist, guidance counselor and the school psychologist
4. The Internal Monitoring Team will randomly select at least one IEP and one ETR to review during the team meetings.
5. The Internal Monitoring Team will review a pre-selected component of the IEP and ETR to review for compliance based on the recommendations of the Director of Special Education
6. The Internal Monitoring Team will collect and report trend data to the building leadership teams
7. A systematic tier of support plan for all ETRs and IEPs compliance reviews will be followed

SPECIAL EDUCATION ACRONYMS

IEP - Individualized Education Plan

IIEP - Initial Individualized Education Plan

ETR- Evaluation Team Report

IETR - Individualized Evaluation Team Report

IAT - Intervention Assistance Team

IMT - Internal Monitoring Team

IS - Intervention Specialist

EMIS - Education Management Information System

SpS - Services Services IEP writing program

PR-01 - Prior Written Notice Form

Gen Ed - General Education

SDI - Specially Designed Instruction

TITLE: Director of Operations**PAY RATE:**

The salary range for this EXEMPT position is \$55,000 - \$65,000.

FUNCTION:

The Director of Operations supports the mission of the Richmond Heights Local School District by supervising three departments-***Transportation, Maintenance, and Security***. The district is a small suburban district with approximately 800 students, therefore The Director of Operations is responsible for setting, leading, and managing the strategic direction for Department Leads who assist with daily management responsibilities. He or She is ultimately responsible for students being transported to and from school in a safe and timely manner and the assurance of a safe and clean learning environment upon arrival. The Director of Operations works 260 days per year and reports to the Superintendent. He or She is a member of the Superintendent's Cabinet and must meet the demands of Central Office Leadership. Flexibility and availability during some evenings, some weekends, and in emergency situations are required. The Director of Operations will attend meetings and work closely with the Business Managers, Transportation Directors and Heads of Security for other school districts in our region. The Director of Operations must be able to or have the capacity to learn to operate and maintain complex automated controls for heating, ventilation, air conditioning systems and equipment as well as have the ability to understand and execute a Building Automation System (BAS) and know how to troubleshoot problems and work through to remediation.

DUTIES AND RESPONSIBILITIES:**SECURITY (Personnel are employees of the ESC and not RHEA members)**

1. Work with the Security Lead in the creation and assurance of a safe school environment and culture.
2. Serve as the liaison to other safety enforcement agencies and officers in the community.
3. Collaboratively develop and implement School Safety/Emergency/Crisis Plans.
4. Conduct and record compliance drills.
5. Ensure timely, accurate incident reporting and recordkeeping.
6. Serve as a resource provider for students, parents, and staff.
7. Ensure district compliance with all safety and security statutes.
8. Be the "face of the district" when dealing with safety issues and the media.
9. Coordinate all safety mandates with building leadership.
10. Ensure that security staff is properly trained in CPI, CPR, Mediation Protocols, Investigation Reporting, etc.

TRANSPORTATION (Personnel are members of the RHEA, except for subs)

1. Manage labor and employee relations for transportation, and implement the negotiated contract agreement.

2. Work with the Transportation Lead to prepare and submit related transportation and maintenance reports to the Ohio Department of Education and other governmental agencies via the district's SAFE Account.
3. Work with the Transportation Lead to evaluate options for reducing transportation costs to the district over the longer-term.
4. Work with the Transportation Lead to manage the budget related to transportation to ensure that budget controls and goals are established and met to manage the budget within allocated resources. This includes, but is not limited to vehicle maintenance and operation costs, inventory and mileage records, driver's schedules, field trip rotations, etc.
5. Supervise, direct and evaluate all staff assigned to the Transportation Department.
6. Work with the Transportation Lead to oversee the development, selection, and implementation of progressive management tools and technology, ensuring effective scheduling and timely routes for students and drivers.
7. Work with the Transportation Lead to coordinate the school transportation operations with vocational education programs and related services.
8. Maintain extensive contact with school administrators and the public on all matters relating to student transportation.
9. Work with the Transportation Lead to monitor bus routes and schedules for compliance with applicable standards and efficient use of staff and equipment.
10. Work with the Transportation Lead to observe and evaluate personnel and bus routes to assess staff methods and skills, road conditions and schedules.

Maintenance (Personnel are members of the RHEA, except for subs)

1. Direct a comprehensive program of maintenance or repair of all district facilities and vehicles to assure a safe, clean learning environment and safe and efficient vehicle operations.
2. Supervise the cleanliness and maintenance of the entire campus.
3. Coordinate with the Maintenance Lead a summer cleaning and maintenance schedule.
4. Make informed recommendations to the superintendent relative to permanent improvements, service maintenance contracts and repair needs and schedules.
5. Supervise and implement all aspects of energy practice with utility companies and outside service contractors.
6. Look for opportunities to increase efficiency and accountability for all maintenance employees, including but not limited to work hours, weekend overtime, and special events.
7. Ensure the District complies with all state and local laws and ordinances related to facilities (e.g. local ordinances for use and storage of chemicals).
8. Supervise required, seasonal maintenance including but not limited to snow and ice removal, lawn care and seasonal planting.

ESSENTIAL FUNCTIONS

Affective Skills:

1. Ensure the safety of students, staff, and guests while on our campus.
2. Make contact with the public with tact and diplomacy.
3. Build strong internal and external relationships using effective verbal and written communication skills.
4. Provide excellent customer service.
5. Interact in a positive manner with staff, students, parents, external stakeholders.
6. Promote good public relations for the district through personal appearance, attitude and conversation.
7. Prioritize multiple issues.
8. Exhibit sound judgement and the ability to think quickly during emergencies.
9. Display excellent organizational and leadership skills with attention to detail while maintaining the "big picture".
10. Demonstrate good analytical/critical thinking.
11. Exhibit excellent verbal and written communication skills.
12. Work independently without regular direct supervision.
13. Have strong interpersonal skills and ability to work in a team environment.

Technical Skills:

1. Design and oversee the schedule for cleaning, disinfecting, grounds treatment, and inventory.
2. Monitor activities that happen outside the building, such as proper waste disposal and recycling.
3. Hands on experience with facilities management software is a plus.
4. Implement an efficient facility scheduling process for stakeholders that ask to rent or use district spaces.
5. Well-versed in technical/engineering operations and facilities management best practices.
6. Drafts and implements preventive maintenance schedules for buildings and equipment.
7. Ensures inventory of supplies with Maintenance Lead.
8. Ability to perform well in a fast-paced environment.
9. Prolonged periods standing and walking throughout facilities.
10. Must be able to lift up to 15 pounds at times.
11. Must be able to bend, lift, stretch, climb, and crawl to maintain equipment and buildings.
12. Work Order coordination.
13. Inspect the buildings and grounds on a regular basis.
14. Manage facility usage requests.
15. Ensure set ups for activities are in place.
16. Knowledge of basic HVAC controls.

QUALIFICATIONS:

1. Bachelor degree preferred.
2. Valid State of Ohio Driver's License.
3. Commitment to the belief that all students can learn and that they deserve to do so in conditions that exemplify pride, cleanliness and respect.
4. The successful candidate must have a positive growth mindset and be a strategic thinker and demonstrate problem-solving ability. Additionally the candidate must have:
5. Five years of related management/operations experience and/or district level experience with strong leadership & analytical skills.
6. Excellent written and oral communication skills are needed.
7. Consensus building skills.
8. Ability to build mutually respectful & beneficial relationships with subordinates, superiors, regulatory agencies, & community members.
9. Ability to create and manage budgets, payroll, and work schedules.
10. Ability to complete effective evaluations for all employees.
11. Knowledge of organizational systems and efficiencies.

Revised July 26, 2021

Richmond Heights Local SD



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[®] at the address of 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[®] 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[®] 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@hpcOH.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

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