



RICHMOND HEIGHTS LOCAL BOARD OF EDUCATION
REGULAR MEETING MINUTES
AUGUST 8, 2022
7:00 P.M.

We invite public participation at all of our meetings. Please complete the participation form upon arrival so you can be acknowledged at the appropriate time.

Mission: To prepare individual learners to navigate an evolving global community using 21st century competencies.

The Regular Meeting of the Richmond Heights Board of Education was called to order at 7:02 p.m. on Monday, August 8, 2022, by President, Nneka Slade Jackson.

The following members answered the roll: Nneka Slade Jackson, Frank Barber, Jacky C. Brown, Sr., and Linda Pliodzinskas.

Dr. Hugh A. Turner was absent.

RESOLUTION NO 08-198-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Barber, to adopt the agenda including the **CONSENT AGENDA** as presented. (Consent agenda items are highlighted in gray).

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

Nays – None.

Motion Carried 4-0.

SUPERINTENDENT'S REPORT

- **General Update**

TREASURER'S REPORT

- **Investment Update**
- **Arbiter Pay Update (OHSAA)**
- **FM Global Risk Analysis Visit**

BOARD'S REPORT

- **General Update**

RECOMMENDATIONS OF THE TREASURER

RESOLUTION NO 08-199-2022

Moved by Mr. Brown, seconded by Mr. Barber, to approve a one (1) year flat fee of \$1,075.00 with **Arbiter Pay** for FY2023. This is lieu of the per transaction fee of \$3.00 (increased from \$2.00). The Ohio High School Association agreed to a one-year extension with Arbiter and is researching alternatives.

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

Nays – None.

Motion Carried 4-0.

RESOLUTION NO 08-200-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Brown, to accept the following donation of funds as gifts.

- **Faith United Church of Christ, \$2,250.00 for the Culinary Club.**

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

Nays – None.

Motion Carried 4-0.

RESOLUTION NO 08-201-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Brown, to approve the consent agenda.

- A. Certified #1 (Accept one-year limited contract)**
- B. Certified #2 (Employ ES guidance counselor)**
- C. Certified #3 (Accept resignation of substitute teachers)**
- D. Classified #1 (Employ Administration Assistant)**
- E. Classified #2 (Approve intermittent FMLA)**
- F. New Business #1 (Approve transportation designee)**
- G. New Business #2 (Approve 12-month employee holidays)**
- H. New Business #3 (Approve coaches)**
- I. New Business #4 (Approve Hogan Transportation)**
- J. New Business #5 (Approve Monarch School & GCL)**

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

Nays – None.

Motion Carried 4-0

RECOMMENDATIONS OF THE SUPERINTENDENT

CERTIFIED:

Item #1

To accept the following **One Year Limited Teaching Contracts** steps, degree, and salary amounts 2022/2023 school year.

- **David Thomas (Long Term Substitute), Step 1, BA, \$43,995**

Item #2

To **employ** the following certified personnel effective for the 2022-2023 school year pending completion of their personnel file.

- **Stacia Young**, ES Guidance Counselor, Step 7, MA+12, \$66,047

Item #3

To accept the resignation of the follow **substitute teachers**, effective August 16, 2022

- **Kyle Fishman**
- **Andrea Johnson**
- **Adrienne Paul**
- **Judith Young**
- **Tyniece Wingfield**
- **Whitney Wilcoxson**
- **Bonnie Solomon** – Substitute Teacher & Clerical

CLASSIFIED:

Item #1

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

- **Anitria Houston**, Administrative Assistant-Special Education/Educational Services, \$18.50/hr., effective August 10, 2022

Item #2

To approve intermittent FMLA leave for the following personnel. She is eligible for **FMLA leave** and meets the compliance.

- **Therese Humanchuk**, Administrative Assistant to the Treasurer, intermittent up to 12 weeks, effective August 1, 2022, through August 1, 2023.

NEW BUSINESS

Item #1

To approve the following personnel as the transportation designee that has the authority to modify stops, times and routes throughout the school year as the need arises. (Per the Ohio Administrative Code)

- **Theresa Cyrus**, Transportation Lead

Item #2

To approve the 2022 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, 26th, 27th and December 30th and January 2nd.

Item #3

To approve the following personnel under a one-year limited **pupil activity contract** for the 2022-2023 school year for the position and at the rate of compensation listed below, pursuant to §ORC 3319.08 and the RHEA Negotiated Agreement. In the event an insufficient number of students sign up for the activity this contract will become null and void. **At least one fundraiser will be conducted during the time-frame of the sport for minimum players per each sport.**

- **Nichole McWilliams**, Cheerleader, Fall, 7.85%, \$3,416.79
- **Constance Conner**, MS Volleyball, 12%, \$5,223.12 (JV Coach)
- **Ashley Jackson**, MS Volleyball, 12%, \$5,223.12 (**Replaces Mariah Holt** who was approved at the July 11, 2022 meeting, Resolution No 07-171-2022)

Item #4

To renew the following contract for **Special Education Transportation** on a case by case basis, costs for the 2022-2023 school year as follows: **(ATTACHMENT #1)**

- **Hogan Transportation** will provide transportation, effective August 1, 2022 through July 31, 2023, at a rate of \$195.00/round trip per student. The price for an Aide/Monitor is \$70.00/round trip.

Item #5

To renew the following contract for Special Education services for the 2022-2023 school year as follows: **(ATTACHMENT #2 & #3)**

- **Monarch School:** Special Education for one (1) students at a yearly tuition of \$92,400.00 per student.
- **GCL Education Services, LLC (LEAP Program) :** Special Education for one (1) students at a daily rate of \$165.00, yearly tuition of \$30,525.00 per student.

RESOLUTION NO 08-202-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Barber, to approve the agreement with **STAN Engineers** to perform a Boiler System evaluation in the Upper School at a rate of \$9,500.00. **(ATTACHMENT #4)**

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

Nays – None.

Motion Carried 4-0.

RESOLUTION NO 08-203-2022

Moved by Mr. Brown, seconded by Mr. Barber, to approve the proposal with **Denine A. Goolsby** to provide administrative coaching with the Dean of School Culture (45 hours) and the Elementary School Principal (15 hours) at a rate of \$6,000.00. **(ATTACHMENT #5)**

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

Nays – None.

Motion Carried 4-0.

RESOLUTION NO 08-204-2022

Moved by Mr. Brown, seconded by Mr. Barber, to approve the agreement with **Solutions on Safety-SOS** to assist the district in executing the recommendations that were included in the threat assessment done by Homeland Security relative to entry safety (active shooter). Phase I at a rate of \$6,750.00, Phase II at a rate of \$8,440.00 for the ENTRY safety. After completion of both phases a monthly retainer of \$1,200.00 for six (6) months to ensure continued safety issues POST ENTRY. The items outside of scope to be approved by the superintendent. **(ATTACHMENT #6)**

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

Nays – None.

Motion Carried 4-0.

RESOLUTION NO 08-205-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Brown, to introduce the following resolution and move its passage:

Resolution for Declaring Transportation to be Impractical

Whereas, the students identified on the attached spreadsheet have been determined to be residents of this school district, and eligible for transportation services; and

Whereas, after a careful evaluation of all available options, it has been determined that it is impractical to provide transportation for these students to their selected schools; and

Whereas, the following factors as identified in Revised Code 3327.02 have been considered:

1. The time and distance required to provide the transportation
2. The number of pupils to be transported
3. The cost of providing transportation in terms of equipment, maintenance, personnel, and administration
4. Whether similar or equivalent service is provided to other pupils eligible for transportations
5. Whether and to what extent the additional service unavoidably disrupts current transportation schedules
6. Whether other reimbursable types of transportation are available; and

Whereas, the option of offering payment-in-lieu of transportation is provided in Ohio Revised Code for the amount of \$538.55 (50% of the cost for transporting a student as determined by the Ohio Department of Education, as recently passed by HB110: Therefore, be it

Resolved, that the Richmond Heights Local Schools Board of Education hereby approves the declaration that it is impractical to transport the students identified herein and offers the parent(s)/guardian(s) of student named on the attachment, payment-in-lieu of transportation.

- All Saints of St. John Vianney
- Communion of Saints School
- Cornerstone Christian
- Euclid Preparatory
- Gilmour Academy
- Gross Schechter
- Hathaway Brown
- Hawken Upper School
- Notre Dame Cathedral Latin
- Our Lady of the Lake
- Saint Ignatius
- Saints Robert & William
- Villa Angela-St. Joseph

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

Nays – None.

Motion Carried 4-0.

RESOLUTION NO 08-206-2022

Moved by Mr. Barber, seconded by Mr. Brown, to extend the agreement with **BPI Technology** for the current technician to assist with the technology transition to NEOnet support as well as the maintenance and repair of Chromebooks being used. The cost is \$17,250.00 for 150 Block hours.

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

Nays – None.

Motion Carried 4-0.

OLD BUSINESS

RESOLUTION NO 08-207-2022

Moved by Mr. Barber, seconded by Mr. Brown, to approve that **substitute teachers** continue to be paid **\$160.00/day** for the 2022-2023 school year per Resolution No 01-03-2022 from the January 10, 2022 Organizational Meeting.

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

Nays – None.

Motion Carried 4-0.

EXECUTIVE SESSION

RESOLUTION NO 08-208-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Brown, to enter into executive session at 8:12 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.

- C.** Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

- D.** Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

- E.** Matters required to be kept confidential by federal law or regulations or state statutes.

- F.** Details relative to security arrangements and emergency response protocols for a public body or a public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the public body or public office.

NOW, THEREFORE, BE IT RESOLVED, that the Richmond Heights Local School District Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on items A.2. & 7. as listed above.

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

Nays – None.

Motion Carried 4-0.

Reconvened from executive session at 8:58 p.m.

ADJOURNMENT

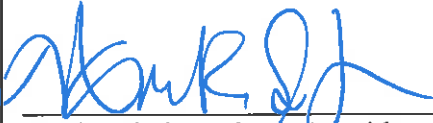
RESOLUTION NO 08-209-2022

Moved by Mrs. Pliodzinskas, seconded by Mr. Barber, to adjourn the meeting at 8:58 p.m.

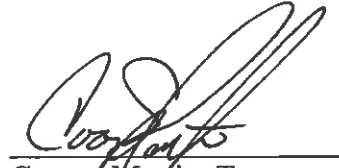
Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Barber, Mr. Brown, and Ms. Slade Jackson.

Nays – None.

Motion Carried 4-0.



Nneka Slade Jackson, President



Cooper Martin, Treasurer



2022-2023

TRANSPORTATION AGREEMENT

This agreement made and entered into at Willoughby, Ohio, between **Richmond Heights City School (hereinafter called the "District")**, and **Hogan Transportation, 36475 Reading Avenue, Willoughby, Ohio 44094**. This agreement is effective from August 1, 2022 through July 31, 2023.

For and in consideration of the mutual covenants and agreements herein contained, and for valuable consideration the Parties agree to the following:

- 1) Hogan Transportation will transport legally enrolled District students at the written or verbal request of the District for any student that require transportation along with their individual specific needs (such as wheelchair, harness, car seat, and monitor). Students serviced by Hogan transportation are to be provided curb-to-curb service as specified by the District. All information regarding students, their individual needs and their specific routes shall be maintained by Hogan Transportation in the strictest of confidence.
- 2) Hogan Transportation may refuse to transport a District child when:
 - a) The District or an individual parent informs Hogan Transportation that the child needs medical attention to be performed by an employee of Hogan Transportation.
 - b) A child poses a safety concern while on the vehicle, as determined by Hogan Transportation.
 - c) A child's present condition constitutes an immediate health hazard (i.e. bed bugs, etc.)
 - d) See Hogan Covid-19 Transportation Protocol section 3.0 and 4.0.
- 3) Hogan Transportation will provide all routing of said students, including contacting the parent(s) regarding pick up and drop off times and locations.
- 4) Hogan Transportation will provide vehicles to be used for transportation of said students.
 - a. Vehicles will meet the standards of Federal and State law.
 - b. All vehicles will be equipped with a mobile phone, emergency safety triangles, and bodily fluid clean up kits, fire extinguishers, and a first aid kit.
 - c. All vehicles shall be appropriately identified.
 - d. Hogan Transportation agrees to comply with all COVID-19 mandated CDC guidelines for transportation.

- 5) Hogan Transportation employees will meet the ODE qualification requirements for on-vehicle staff. All drivers are issued Hogan Transportation badges, yearly, to be worn and visible at all times.
- 6) Hogan Transportation will purchase and maintain during the term of the agreement not less than \$1,000,000 liability insurance and \$5,000,000 aggregate insurance for all company owned vehicles. An "Additional Insured" endorsement will be added to the policy naming the District.
- 7) When a student has not ridden a Hogan Transportation van for three consecutive days, Hogan Transportation will notify the District. It will then be the District's responsibility to notify Hogan Transportation regarding the student's status.
- 8) The District will be charged as noted below based on the daily rate identified on schedule A1.
 - a. A driver does their route, whether or not the student rides.
 - b. Less than a two (2) day notice from the parent or the District to stop transportation.
 - c. You will be charged 50% of the child's daily rate after the 4th day that the school is shut down for any additional NON scheduled day off in comparison to your school calendar (i.e. weather related, health/wellness [covid, flu] related, utility related, funerals, or any other calamity days...).
 - d. If you are needing transportation on a holiday or a day of observance of a holiday, your rate will be the same + an additional line for holiday transportation = \$50 per driver and \$50 per monitor needed for each van driven for the holiday.
- 9) In light of the consideration, herein provided, the District hereby agrees to compensate Hogan Transportation in accordance with the attached pricing sheet Schedule A1. The District may request other services based on individual student needs. Any new charges will be mutually agreed upon and added to the Schedule A-1 pricing sheet.
- 10) It is understood that the cost listed on the attached pricing sheet includes an unstable item of fuel, and that a "Fuel Surcharge" will be applied when the monthly average fuel cost exceeds \$3.00 per gallon. The Fuel Charge will be determined by multiplying the monthly variance by the amount of fuel used for the District. The "Fuel Surcharge" and will be added to the District monthly invoice.
- 11) Hogan Transportation will invoice the District approximately the 10th day following the month of transportation. Payment terms are by the end of the invoiced month.
- 12) Hogan Transportation will take every precaution to protect the District students and its employees against COVID-19. As we all know, COVID-19 is difficult to trace. As such, Hogan Transportation will not be liable for any students contracting COVID-19 while being transported pursuant to this Agreement

13) Hogan Transportation Surveillance Policy:

Hogan Transportation may use video/audio recording devices and any resulting recording to promote a safe environment for students and employees and to protect company property.

Appropriate and conspicuous signage will be posted on company vans to notify students and employees of the use of video/audio recording devices. Employees will receive additional notification at the beginning of the school year regarding the presence of video/audio recording devices on company vans. Such notification will be included in employee handbooks.

All speech and conduct on Hogan Transportation vans is subject to being recorded, preserved, and examined through the video/audio recording devices. No person on a Hogan Transportation van shall have a legitimate expectation of privacy with respect to his/her conduct or speech.

Tampering with the video/audio recording devices or any related equipment may result in termination of employment for any employee and disciplinary action for any student.

All recordings are stored in a secure place to avoid tampering and to ensure confidentiality in accordance with applicable laws and regulations. Typically, recordings will be saved for approximately 60 operational hours. If, after this time, no incidents have been reported that potentially violate student or employee behavior or other expectations and no public records requests have been made seeking the video or audio recording, the recording may be over-written by the system as storage space is needed for newer recordings.

Hogan Transportation may preserve any available recording by creating an electronic copy relevant to a possible disciplinary action, criminal, safety, or security investigation or for other evidentiary purposes.

By this policy, Hogan Transportation does not guarantee that every van will be equipped with a video/audio recording device, that the device on a specific van will be in operation, that a device will record specific conduct or expression, or that the devices resolution will be sufficient to capture images with clarity in all circumstances.

This Agreement can be terminated by either District or Hogan Transportation upon a sixty (60) calendar days' written notice of such intent by either party.

In Witness Whereof, the Parties hereto set their hands to this agreement dated _____ day of _____, 2022

HOGAN TRANSPORTATION

Signature: _____

Printed Name: _____

DISTRICT

Signature: _____

Printed Name: _____



2022/2023 SCHOOL YEAR PRICING

Richmond Heights City School District

	Round Trip Cost	ONE-WAY	Round Trip Mileage
Lift student in/out district			
Walk-On student in district			
Aide/Monitor	\$70.00		
Aide / Monitor (Nurse) (Not provided by Hogan)	\$30.00		
Out of district children going to RH Elem. Camp Cheerful In Strongsville Eastwood Ireland	\$280.00		140
R Hts to Max Hays			76
Metzenbaum Center (Chesterland, OH)			
Phoenix (from Richmond Heights)			
Phoenix (from W. 152nd St. (foster))			
Pep Prentiss	\$195.00		108
United Cerebral Palsey			

Pricing:

Distance is from students home to school X 4 (for am/pm) or X 2 (for one way) = Total miles

-We use the child's home as "base" not our office

Price is per seat (student)

Additional charges for:

-Wait time = when we wait more than 15 minutes at pick ups or drop offs (school or home)

-Midday, different am or pm pick up times compared to others riding = when its an additional pick up along with a regular am/pm run

-Ride Alones = priced based on no one else able to ride van. increase in cost.

-Fuel Surcharge is based on the amount of fuel purchased times the amount by which the purchase price exceeds \$3.00 per gallon.

Example:

Fuel Purch. Price	-	Base	=	Difference		Gallons Used		Surcharge
\$4.00	-	\$3.00	=	\$1.00	X	13	=	\$13.00

AGREEMENT FOR PROVISION OF SPECIAL EDUCATION AND CERTAIN RELATED SERVICES

This Agreement is entered into by and between Bellefaire Jewish Children's Bureau ("Bellefaire JCB"), a not-for-profit corporation organized and existing under the laws of the State of Ohio and having its principal place of business in Shaker Heights, Ohio, and operating an educational institution known as Monarch School ("Monarch"), and the Board of Education of Richmond Heights Local School District, Ohio ("Board").

WHEREAS, Monarch admits students who require special education and related services as defined in the IDEA 2004 and its accompanying regulations; and

WHEREAS, the Board wishes to enter into an Agreement with Monarch for the provision of special education and related services for one or more qualified students who reside in the Board's school district ("Student" or "Students"); and

WHEREAS, Monarch will provide special education and certain related services documented in each Student's Individualized Education Program ("IEP") for the 2022-2023 school year, upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Board is responsible for compliance with applicable state and federal law regarding the provision of special education and related services to its Students. Monarch is a chartered non-public educational institution that complies with applicable Ohio law. The special education and related services provided by Monarch meet the standards for special education and related services established by the Ohio Department of Education. Ohio Revised Code Section 3323.08(B)(3), authorizes the Board to contract with Monarch for the provision of special education and related services to Students.

2. Monarch hereby agrees to provide special education and the following related services if documented in each Student's IEP: speech/language therapy; occupational therapy, and; small ratio and individualized academic programming. In addition, Monarch will provide parent contact and consultation; school district contact and consultation, including regular evaluative reports of each Student's progress; and participation in each Student's IEP Team. Should a conflict between the IEP and this Agreement exist, the IEP shall supersede this Agreement.

3. The Board agrees to provide Monarch with each Student's educational, medical, psychological and social evaluations as are available to the Board. Monarch and the Board agree that any records provided by either Party pursuant to this Agreement are confidential and will only be disclosed as required by applicable state and federal law.

4. For services identified in Paragraph Two provided to each Student, the Board shall pay tuition to Monarch in the amount of ninety-two thousand four hundred dollars and zero cents (\$92,400.00) ("Tuition"). Tuition pays for the special education and related services provided to each Student during the regularly scheduled school year as defined in Ohio Revised Code Section 3313.48. The Board will be responsible for payment of additional funds for Monarch's provision of special education and related services to Students whose IEP's include an Extended School Year Program. The Tuition payments shall be made in four equal payments according to the following schedule: The first payment shall be made on or before the first of September. The second payment shall be made on or before the first of

November. The third payment shall be made on or before the first of January. The fourth and final payment in full shall be made on or before the first of March. Tuition will be charged on a prorated basis for Students starting after commencement of the school year or attending on a part-time basis.

5. If documented on the Student's IEP, Monarch may provide related services in addition to those described in Paragraph Two. Monarch shall obtain prior approval from the Board before providing any additional related service that will result in an increase in tuition. The Board shall continue to be obligated to pay the standard tuition payments as set forth above.

6. The District is obligated to pay the Tuition for any withdrawn student through the date the written withdrawal notice from the Board was received and acknowledged in writing by Monarch School.

7. Monarch is not responsible for transportation for any students attending Monarch under this Agreement. Transportation, and the costs of transportation related insurance coverage, shall be the responsibility of the Board.

8. In the event of emergency or injury concerning a Student, Monarch will promptly notify the Board.

9. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated.

Board of Education of the City of Richmond Heights

By: _____
(Board President/Treasurer Signature)

Date: _____

(Print Name and Title)

Bellefaire Jewish Children's Bureau



By: _____
Adam G. Jacobs, President

Date: 8/4/2022

GCL Education Services, LLC.

LEAP Program

166 2nd Street N.W. Barberton, Ohio 44208

Phone: (234) 678-5488 Fax: (234) 678-5489 Website: www.theleaprogram.net

Day Treatment-Purchase Service Agreement 2022-2023 School Year

Student:

THIS AGREEMENT is entered into between the Richmond Heights Local Schools (hereafter "the financially responsible District") and **GCL Education Services, LLC.** A special needs/ At risk Education Company, for the sole purpose of providing education services in accordance with placement at the "Leap Program" via The Village Network Residential Treatment Program.

WHEREAS, Ohio Revised Code 3323.08 authorizes a district or court to place a child in a private school or private residential treatment center.

WHEREAS, Student(s) from Richmond Heights Local Schools will be attending GCL Education Services, LLC. "Leap Program".

THE PARTIES AGREE AS FOLLOWS:

The above District will pay GCL Education Services, LLC. a per diem rate of \$165 per student, after services rendered, including teacher in service and calamity days.

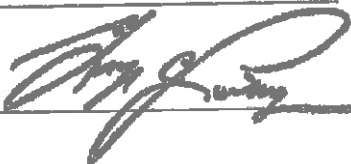
1. GCL Education Services, LLC. and the District agree to exchange all relevant records pertaining to the identified student, including but not limited to Multifactor Evaluation, re-evaluations, current and past IEP'S, report cards, progress reports, transcripts, assessments, discipline records, and any other information/ records needed for GCL Educational Services LLC. and/or the above school district to fulfill their educational obligations to the above identified student.
2. The above District will have access to the above-identified student's education records for the purpose of monitoring the students' educational progress. At minimum, GCL Education Services, LLC. will provide any changed and or/updated IEP information, student attendance, Discipline records, assessment data, interim progress monitoring and other relevant information on a quarterly basis to the above-named district contact.
3. The term of this agreement will not exceed one (1) year and will automatically expire at the end of the 2022-2023 school year (6/2/23).
4. In the event the student's educational needs are no longer the financial responsibility of the above-named school district, the parties respective obligations under this agreement for the student above will cease as of the last day the student is attending the Leap Program. The above district will be invoiced monthly.

5. GCL Education Services, LLC. acknowledges and agrees the above identified students will not be considered "enrolled" in the Leap Program for the purpose of average daily membership or federal or state funding and the above identified student will be enrolled with the above identified District.
6. GCL Education Services, LLC. And the above District will collaborate on the development of an IEP acceptable to all IEP team members and parties if applicable.
7. GCL Education Services, LLC. reserves the right to take immediate action, without district permission, in situations where a student, by act or omission, poses a risk of injury, harm or other danger to him/herself or others. Such action may include, but is not limited to immediate dismissal from GCL Education Services, LLC. Leap Program, emergency referral to psychiatric or other institutional healthcare providers, and/ or securing assistance from local law enforcement authorities. The above District will be promptly informed of such an event.
8. Additional Services, IE: Speech Therapy, Occupational Therapy, Physical Therapy and Psychological Services will be provided by an outside agency that will be billed separately.

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

District Representative: _____ Date: ___/___/___

GCL Education Services, LLC.
George Linberger: Leap President



Date: 7/18/22

Please send signed contract to
GCL Education Services, LLC.
166 2nd Street NW
Barberton, Ohio 44203 or email to:
Coconut52598@yahoo.com

STAN Engineers

Since 1981

March 1, 2022

Mr. Sam Lewis
Associate
Bricker & Eckler LLP
slewis@bricker.com
614.227.8856

Re: Richmond Heights Upper School – Third Party Boiler System Review
Engineering Fee Proposal

Mr. Lewis:

Thank you for the opportunity to submit this proposal for engineering consulting services related to a third party review of the newly installed boiler system at Richmond Heights Upper School. It is my understanding based on our discussions, as well as our meeting with the district, that there are concerns about the sizing and operation of the boiler system and associated systems.

I have prepared this proposal based on the following scope of services:

1. Review construction documents related to the boilers and associated systems.
2. Conduct a building load analysis to evaluate boiler plant sizing.
3. Conduct an on-site evaluation of the boiler plant installation and operation, and review temperature controls.
4. Prepare a report detailing review findings and conclusions.
5. Meet with Bricker & Eckler and Richmond Heights staff to review and discuss the report.

We propose to provide the scope of work for a fee of \$9,500.00

If you have any questions about the proposal, please contact me. Thank you for your consideration.

STAN and Associates, Inc.



Drew A. Koenig, PE
President

OWNER-CONSULTANT AGREEMENT

Owner:	Richmond Heights Local School District Board of Education 447 Richmond Road Richmond Heights, Ohio 44143	Consultant:	STAN and Associates, Inc. 300 West Monument Avenue, Suite 200 Dayton, Ohio 45402
Owner's Representative:	Dr. Renee Willis, Superintendent willis.renee@richmondheightsschools.org	Consultant's Representative:	Drew A. Koenig, P.E. dkoenig@stanengineers.com
Project:	Boiler System Evaluation	Scope:	Engineering Consulting Services

The Consultant was selected by the Owner pursuant to Ohio Revised Code Section 153.71 to provide engineering consulting services to the Owner. The Owner reserves the right to add additional scope and services, as further services are identified and funds are available.

Owner and Consultant hereby agree as set forth below:

Article 1 — Consultant's Responsibilities

§ 1.1. Scope of Work. The Consultant shall provide consulting services for the Project, as specifically outlined in Exhibit A ("Consultant's Services" or "Scope of Work"). Consultant shall perform the Work identified in the Agreement under the direction of a duly licensed or qualified professional in accordance with applicable laws, regulations, and professional standards. The Owner and its agents may rely on the Consultant's deliverables, reports, and other work product. The Consultant will be compensated as provided in Section 3.1 herein. Should Consultant identify the need to add additional scope, the Consultant shall recommend such additions as Additional Services.

§ 1.1.1. Project Description. The Project includes an evaluation of the design and installation of the boilers and associated systems located in the Owner's newly constructed Upper School Building. Upon completion of this evaluation, the Consultant will prepare a report detailing its findings and conclusions regarding the design and installation of the boilers and associated systems.

§ 1.2. Additional Services/Modifications. Notwithstanding anything to the contrary, Consultant must receive prior written authorization from the Owner for modifications to the Scope of Work, provision of any services beyond those provided in Section 1.1 (such "Additional Services"), changes to compensation, or any other modifications to this Agreement. The Consultant shall be compensated for Additional Services as provided in Section 3.2 herein.

§ 1.3. General.

§ 1.3.1. In providing services under this Agreement, subject to the Standard of Care, the Consultant shall comply with all federal, state, and local laws, regulations, and orders applicable to the Consultant's Services and shall prepare any drawings, specifications, documents or other instruments of service in conformity with all such statutes, regulations, ordinances, and orders, except to the extent that the

Consultant has advised the Owner in writing of an ambiguity in any such statutes, regulations, ordinances, and orders.

§ 1.3.2. Consultant warrants and represents that it and its sub-consultants, if any, presently have, and will at all times during the term of this Agreement maintain: (i) all skills, experience, knowledge, staffing and resources necessary to perform the services set forth herein, and (ii) all required licenses, accreditations, certifications and registrations necessary to perform the services set forth herein.

§ 1.4. Consultant's Standard of Care. The Consultant shall perform its services consistent with the professional skill and care ordinarily provided by professionals licensed to practice in the State of Ohio with above-average experience in projects similar to the Project, in the same or similar locality under the same or similar circumstances (the "Standard of Care"). The Consultant shall perform its services as expeditiously as is consistent with its Standard of Care and the orderly progress of the Project.

§ 1.5. Insurance. Consultant shall secure at its own expense and maintain through the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable worker's compensation statutes and to protect it from claims for bodily injury, death or property damage and Professional Liability as may arise from the performance of its services under this Agreement. Minimum coverages to be provided include the following:

Worker's Compensation and Employers' Liability Insurance, as required by Ohio law.

Commercial General Liability, including completed operations, contractual liability, and protective liability insurance if any of the services or work provided are performed by others, in an amount of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Automotive Liability, covering all owned, non-owned, and hired automobiles used in connection with the Project, with minimum limit of \$1,000,000 for bodily injury (including death) and \$1,000,000 combined single limit.

Professional Liability Insurance for protection of claims arising out of the performance of any design and/or engineering services performed or furnished by Consultant for the Project for which the Consultant may become legally liable, in a minimum amount of \$1,000,000 coverage.

Consultant will, upon request, provide a certificate of such insurance coverage to the Owner or its authorized representative. The Costs of insurance required for the Project and provided by the Consultant are included in the Consultant's compensation provided in 3.1. The Owner shall be named as an additional insured on the commercial general and automobile liability policies. The Owner shall be given a minimum of thirty (30) days written notice by the provider (or the insured) of each insurance policy of any change in coverage, including cancellation.

Article 2 — Owner's Responsibilities

§ 2.1. The Owner shall establish and schedule the activities of appropriate designated persons and/or committees to work with the Consultant to provide any required input and information, and to review and comment on, in a timely fashion, documents prepared by the Consultant under this Agreement.

§ 2.2. The Owner shall furnish information requested by the Consultant (to the extent available), coordinate the Project activities of Owner personnel, establish Consultant meetings with Owner personnel, establish

meetings and coordinate the activities of other consultants retained by the Owner (if any), and generally assure that the Owner's responsibilities under this Agreement are realized.

§ 2.3. The Owner may at any time, by written notice to the Consultant, modify the scope of Work to be performed by the Consultant. Notwithstanding anything to the contrary herein, reimbursement and time for performance of the modified scope of Work shall be negotiated to the mutual satisfaction of the Consultant and Owner. The Consultant shall commence performance of the modified scope of Work upon receipt of written instructions provided by the Owner to the Consultant specifying (i) the modification(s) to the existing scope of Work, (ii) the agreed-to time schedule, and (iii) the agreed-to amount of the Consultant's compensation.

Article 3 — Consultant's Compensation

§ 3.1. Compensation for Consultant's Services. The Consultant shall be compensated in a total amount not to exceed \$9,500.00, as set forth in Exhibit A, which includes Reimbursable Expenses.

§ 3.2. Compensation for Additional Services. Any Additional Services authorized by the Owner in accordance with this Agreement or Owner authorized compensation for services provided by the Consultant in excess of the not to exceed amount stated in Section 3.1 shall be performed as otherwise agreed by the parties in writing. Additional Services shall be compensated on the basis of the hourly billing rates provided in Exhibit B, unless a lump sum amount is mutually agreed upon between the Owner and Consultant. If the Consultant fails to obtain written Owner authorization prior to the performance of Additional Services or the performance of services that will result in payment to the Consultant in excess of the not to exceed amount stated in Section 3.1, the Consultant shall be deemed to have waived the right to compensation for performing those Additional Services or other services.

§ 3.3. Compensation for Reimbursable Expenses. Out of pocket expenses, including, but not limited to, expenses incurred for travel, communications, document and/or graphic reproduction, shipping charges, document storage and retainage (also referred to as "Reimbursable Expenses") are included in the compensation stated in Section 3.1 of this Agreement, with no markup.

Article 4 — Payments to Consultant

§ 4.1. Consultant shall invoice the Owner monthly in proportion to services performed. For any Additional Services billed hourly, Consultant's invoices shall show an hourly rate breakdown including time spent by each member of Consultant's personnel. All Additional Services billed hourly shall be at the hourly rates provided in Exhibit B.

§ 4.2. If requested by the Owner, Consultant shall submit all documentation requested by the Owner to support the Consultant's invoice.

Article 5 — Other Terms and Conditions of Agreement

§ 5.1. Indemnification. Notwithstanding any other provision in this Agreement to the contrary, Consultant shall indemnify and hold harmless the Owner for all damages, losses, attorney fees, or claims which the Owner sustains resulting from any negligent act, error, omission or failure to exercise reasonable care, skill or diligence on the part of the Consultant, its employees, its agents, or its sub-consultants respecting the performance of any work or service in connection with the Project.

§ 5.2. Termination. The Owner may terminate this Agreement upon seven (7) days written notice to the Consultant. Consultant will be paid for all services provided through the date of termination.

§ 5.3. Governing Law & Venue. This Agreement shall be governed by the law of the place where the Project is located. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court in the county in which the Project is located, and each party hereby expressly consents to the jurisdiction of such court. The parties expressly waive the right to remove any litigation arising out of this Agreement to federal court.

§ 5.4. Notices. A Notice is any written notice to the Owner or the Consultant.

§ 5.4.1. Notice to the Consultant shall be deemed to have been duly served if delivered in person to an officer or any other official of the Consultant or if delivered to or sent by registered or certified mail, return receipt requested, to the Consultant's address provided above, or by electronic mail with delivery confirmation to the Consultant's Designated Representative's email addresses provided above.

§ 5.4.2. Notice to the Owner shall be deemed to have been duly served if delivered to or sent by registered or certified mail, return receipt requested, to the Owner's address provided above to the attention of the Owner's Designated Representative, or by electronic mail with delivery confirmation to the Owner's Designated Representative's email address provided above.

§ 5.5. Modification. No modification or waiver of any of the terms of this Agreement will be effective against a party unless set forth in writing and signed by or on behalf of each party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Agreement, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or to waive any of its terms, except as expressly provided in this Agreement.

§ 5.6. Partial Invalidity. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.

§ 5.7. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.

§ 5.8. Construction. The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.

§ 5.9. Captions. The captions denoting each article of this Agreement shall have no application in the interpretation thereof; the language of the Article shall be fully controlling.

§ 5.10. **Effective Date.** This Agreement shall be deemed effective as of the date executed by the Owner, below.

§ 5.11. Consultant represents that it is familiar with all applicable ethics law requirements in place at the time the Agreement is signed, including without limitation Ohio Revised Code Section 3517.13, and certifies that it is in compliance with such requirements. The Consultant, by its signature on this Agreement, certifies that (1) it has reviewed and understands the Ohio ethics laws and conflict of interest laws, and (2) will take no action inconsistent with these laws.

§ 5.12. **Exhibits.** The Exhibits to this Agreement include:

Exhibit A: Consultant's Proposal, as modified, dated March 1, 2022, attached hereto, to the extent not inconsistent to this Agreement; and


Exhibit B: Consultant's Fee Schedule, as modified.

In the event of any inconsistency between the provisions of this Agreement and any exhibit hereto or proposal, document, or other attachment generated by Consultant, the terms of this Agreement shall control.

WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representative.

**RICHMOND HEIGHTS LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION**

STAN and Associates, Inc.




Signature Renice T. Willis
Superintendent

Name / Title

8/3/22

Date



Signature
Drew Koenig, PE, President

Name / Title

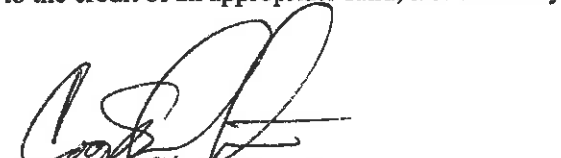
3/20/22

Date

**CERTIFICATE
(Section 5705.41, O.R.C.)**

The undersigned, fiscal officer of the Owner, hereby certifies in connection with the Agreement to which this Certificate is attached that the amount required to meet the obligations under the contract, obligation, or expenditure for the services described in the attached agreement, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

Dated: 8/3/2022



Fiscal Officer

STAN Engineers

Since 1981

FEE SCHEDULE

Engineering and commissioning services to be billed on a time and material basis shall be in accordance with the following fee schedule:

Principal-In-Charge	\$150.00 per hour
Engineer	\$140.00 per hour
Designer	\$125.00 per hour
Commissioning Project Manager	\$140.00 per hour
Commissioning Agent	\$125.00 per hour
Administrative	\$55.00 per hour

~~Reimbursable expenses as outlined below:~~

~~Where applicable, reimbursable expenses mean the actual expenses incurred directly or indirectly in conjunction with the project for: Transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); plotting of drawings, reproduction of reports, drawings, specifications, and similar project related items billed at cost. Reimbursable expenses shall include the amount billed to STAN and Associates, Inc. by special consultants employed by STAN and Associates, Inc. (where authorized) for services of such consultant and reimbursable expenses multiplied by a factor of 1.15.~~

Denine A. Goolsby
26721 Sandy Hill Drive
Richmond Heights, Ohio 44143

Proposal for Richmond Heights Local School District 2022-2023

Enhancing the culture of a school environment is multi-faceted. Initially, it is imperative to share ideas and build relationships with session participants to ensure that the offered services meet their needs. Through various connections, professional development opportunities and research, I will work diligently with the team to provide experiences that support the district's vision.

Proposed Action Plan

Dean of School Culture – Collaborative Schoolwide Practices

1. Revisit job description and expectations; connect to building needs – 1 hour
2. Reinforce understanding of the Core Competencies of SEL and the Ohio State Standards; Strategies to connect to school community– 2 hours
3. Review and discuss how Positive Behavior Interventions and Supports (PBIS) rewarding system can be consistently implemented – 1 hour
4. Introduce Restorative Practices with applicable strategies – 3 hours
5. Discuss the effects of trauma and strategies that can be used to address its affects – include ACES research – 3 hours
6. Assist with the identification of existing school-wide events and designing at least two events that will be beneficial to the school community – 6 hours
7. Strategize methods to build and share strong, collaborative student and teacher behaviors and actions by using restorative practices and relationship building connections – 5 hours
8. Brainstorm and collaboratively establish ways to celebrate all members of the school community, visually and interactively – 2 hours
9. Develop 2 PD sessions with the Dean of School Culture that can be shared to assist teachers with embedding SEL strategies into instruction – 5 hours
10. Explore the crosswalk between PBIS/SEL and how Dean of School Culture can support the staff's understanding of the connection -2 hours
11. Review and establish logging activities for student support and interventions. – 1 hour
12. Collaborate with the Dean of School Culture to research possible new community partnerships and develop them with the leadership team – 3 hours
13. Establish strategies that will enhance the scholars' experiences during breakfast and lunch – 5 hours
14. Work with the Dean of School Culture to create activities that can be shared to enhance parent engagement. – 3 hours
15. Assist the Dean of School Culture in the development of attendance initiatives, connecting with community partners that may serve as sponsors and establish a plan to facilitate with staff – 3 hours

Total hours proposed – 45

Principal Support

1. Meet with building Principal to establish areas needing support – complimentary
2. Collaborate with Principal to develop PD sessions that they can presented on selected topics – 5 Sessions – 2 hours each – 10 hours
 - a. Focus areas could include SEL 101, Restorative Practices; Healing Centered Engagement; Incorporating student voice; Recognizing the effect of adverse childhood experiences on children and staff (ACES); Building camaraderie across the building staff; Community Building; other areas identified by building leader(s)
 - b. Review daily practices and routines. Provide support for enhancement where needed – 2 hours
3. Assist Principal with the unpacking of the state standards for SEL and develop an approach to identify ways to facilitate addressing and monitor their completion with staff – 3 hours

Total hours proposed – 15

Coaching sessions can be delivered virtually and/or face-to-face.

Denine A. Goolsby

Renée T. Willis, Superintendent

Date

Date



Safety Solutions • Management Assessment • Security Review

www.solutionsonsafety.com

July 15, 2022

Renee T. Willis, PHD

Superintendent, Richmond Heights Schools

Dear Dr. Willis,

As we discussed, please find attached Solutions on Safety, Inc. (SOS) proposal for Phase I and Phase II of safety concerns at Richmond Heights Local Schools. These are my recommendations and observations and based on the previous study by The Cybersecurity and Infrastructure Security Agency.

Anthony H. Jackson, CPP, CPD, CCPS

Solutions on Safety, Inc.



Safety Solutions • Management Assessment • Security Review

www.solutionsonsafety.com

PROPOSAL

Solutions on Safety Inc. (SOS) will perform the following assessments using Crime Prevention Through Environmental Design (CPTED) and Crime Prevention National Standards.

PHASE I

1. Review the Cybersecurity and Infrastructure Security Agency (CISA) assessment of the Richmond Heights Local Schools dated June 17, 2022.
2. Separate those items that require administration policy review and updates, training, and partnership building, from the priority action items.
3. Conduct CPTED security assessment as recommended in the CISA report.
4. Make suggestions on areas that will enhance the safety of students and staff using CPTED standards.

PHASE II

1. Address those areas and make recommendations to the CISA report that show deficiencies in administrative procedures and policies, training, and partnerships with other governmental agencies.
2. SOS will work with Director of Operations to identify the areas of common interest between the school district and supporting agencies.

3. Develop training requirements for staff and students. (Training of staff and students will be an additional cost.)
4. Coordinating with Director of Operations and partner with local agencies for information and equipment sharing to enhance each entity's ability to work together more efficiently.

PROPOSED COST

PHASE I

Estimate 60 hours to complete phase @ \$125.00 per hour \$7,500.00.

PHASE II

Estimate 75 hours to complete phase @ \$125.00 per hour \$9,375.00.

To maintain continuity, I would suggest that a monthly retainer of \$1200.00 per month to insure continuous service and assistance to the Director of Operations for safety issues. With the monthly retainer in place, I will reduce Phase I to \$6750.00 and Phase II will be reduced to \$8,440.00. The monthly retainer will include approximately 10 hours of services that can be used for consultation and/or oversight of future developments.

The above proposal does not include items that may require travel, other expenses and required subcontractors.

Anthony H. Jackson, CPP, CPD, CCPS

Renee T. Willis, PHD

