

RICHMOND HEIGHTS LOCAL BOARD OF EDUCATION
REGULAR MEETING MINUTES
DECEMBER 6, 2021
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: 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 7:05 p.m. on Monday, December 6, 2021 by President, Nneka Slade Jackson.

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

Frank Barber entered at 7:10 p.m.

Dr. Hugh Turner was absent.

RESOLUTION NO 12-317-2021

Moved by Mr. Jordan, seconded by Mrs. Pliodzinskas, to adopt the agenda as amended to change XI. Item #3 from \$200.00 to \$300.00 and add Item #4 under XI. professional development for Jacky Brown.

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

Nays – None.

Motion Carried 3-0.

RESOLUTION NO 12-318-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to approve the minutes of the Regular Session Meeting November 15, 2021; pursuant to Board policy 0169.

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

Nays – None.

Motion Carried 3-0.

Frank Barber entered meeting at 7:10 p.m.

SUPERINTENDENT'S REPORT

- **General Updates - Dr. Renée Willis**

TREASURER'S REPORT

- **General Updates – Cooper Martin**
- **Financial Projection Updates**

BOARD'S REPORT

- **Facility Usage/Rental Discussion – Nneka Slade Jackson**

RECOMMENDATION OF THE BOARD

RESOLUTION NO 12-319-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to approve to appoint Nneka Slade Jackson to serve as President Pro-Tempore at the 2022 Organizational Meeting of the Board, to be held Monday, January 10, 2022 at 6:30 p.m. and preside over the Election of the President.

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

Nays – None.

Motion Carried 4-0.

RECOMMENDATIONS OF THE TREASURER

RESOLUTION NO 12-320-2021

Moved by Mr. Jordan, seconded by Mr. Barber, to approve the Financial Reports for the month ending October 31, 2021, and further approve the check register for October 2021.

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

Nays – None.

Motion Carried 4-0.

RESOLUTION NO 12-321-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to approve the purchase of connectivity services and computer devices in the amount of \$118,498 with General Fund dollars. The District has been approved for up to \$162,000 Emergency Connectivity Fund (ECF) dollars through Erate. Reimbursement is based on documenting need for services and equipment that provides a computer device and/or connectivity in the home for educational purposes.

- Verizon Wireless for 50 Hotspots: \$19,450 (includes 12-month service plan)
- CDW-G for 50 Laptops for Teachers: \$34,048
- CDW-G for 200 Chromebooks: \$65,000

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

Nays – None.

Motion Carried 4-0.

RESOLUTION NO 12-322-2021

Moved by Mr. Jordan, seconded by Mr. Barber, to approve the amount of the Athletic Petty Cash Fund to \$300.00. This petty cash fund is used for concessions and onsite ticketing.

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

Nays – None.

Motion Carried 4-0.

RESOLUTION NO 12-323-2021

Moved by Mr. Jordan, seconded by Mrs. Pliodzinskas, to approve Jacky Brown to attend “Board Member 101” professional development sponsored by OSBA. It will be held at the Holiday Inn in Cleveland South/Independence, at a rate of \$285.00.

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

Nays – None.

Motion Carried 4-0.

RESOLUTION NO 12-324-2021

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

- A. Certified #1 (Approval to move long-term substitute to teacher salary schedule)**
- B. Certified #2 (Employment of substitute teachers)**
- C. Certified #3 (Approval of social studies stipend)**
- D. Classified #1 (Employment of substitute cleaner)**
- E. New Business #1 (Approval of stipend of college trip chaperones)**
- F. New Business #2 (Approval of athletic trainer agreement)**
- G. New Business #3 (Approval of PSI agreement)**

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

Nays – None.

Motion Carried 4-0.

RECOMMENDATIONS OF THE SUPERINTENDENT

CERTIFIED:

Item #1

To approve that the following personnel be moved from substitute salary to BA, Step 0, on the teacher salary schedule per the Board Policy, given that he has been employed as a long term substitute for more than sixty (60) days of service in the same position. His salary at Step 0, BA is \$42,258.00 for 185 days. The prorated salary will be \$23,755.85 for 104 days, since he begins on the teacher salary schedule 12/9/2021.

- **Darrell Gray**, Intervention Specialist Substitute Teacher, Step 0, BA, \$23,755.85, effective December 9, 2021.

Item #2

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

- **Celestine Noah**
- **Sally Huguley**
- **Shakenna Johnson**

Item #3

To approve the following teacher to receive a stipend for leading the Technology Integration for the new Social Studies curriculum for the 2021/2022 school year.

- **Joshua Patty** - \$3,500 (Paid from SIG Grant funds)

CLASSIFIED:

Item #1

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

Karen Adams-Howard – Substitute Cleaner

NEW BUSINESS

Item #1

To approve stipend of \$500.00 each to staff members Jasmine King, Candice Meintel, Ronald Barnes, and Michael Simpson for chaperoning the college tour trip on November 22-23, 2021. The overnight trip visited Central State University; Wright State University; University of Cincinnati; and The Ohio State University.

Item #2

To approve the service agreement between University Hospitals Health System, Inc. Sports Medicine and RHLSD to provide an Athletic Trainer and Team Physician as described in the attachment. There will be no cost for this service. (ATTACHMENT #1)

Item #3

To approve the agreement with PSI to provide Title I academic services, as required by law, for non-public schools that serve Richmond Heights students at a rate of \$48.50/hr. (Paid from Title I funds) (ATTACHMENT #2)

RESOLUTION NO 12-325-2021

Moved by Mr. Jordan, seconded by Mr. Barber, to introduce the following resolution and move its passage: (ATTACHMENT #3)

AGREEMENT FOR TRANSPORTATION OF STUDENT

This Agreement is entered into by and between the Richmond Heights Local School District Board of Education ("Board") and parents Steven Pittman and Desmond Tillman (collectively "Parents"), regarding the transportation of their child, [REDACTED] ("Student").

WHEREAS, it is necessary for the Board to make special arrangements for the transportation of the Student in order to allow the Student to attend a special education program located at Sunbeam Elementary School, 11800 Mt. Overlook Ave., Cleveland OH 44120 ("Program"); and

WHEREAS, the Board has been unsuccessful in securing a transportation company that can accommodate the Student and his required apparatus and nursing aide; and

WHEREAS, the Board has one bus in its fleet that can accommodate the Student and his required apparatus; however that bus is already routed for the other special needs students in the district attending the RHLSD schools; and

WHEREAS, the Parents have agreed to provide transportation for the Student to and from the Program for the remainder of the 2021-2022 school year;

THEREFORE, the Board and the Parents agree to the following:

1. The Parents agree to transport the Student to and from the Program on each day that the Program is in session for the remainder of the 2021-2022 school year.
2. In consideration of the services set forth above, the Board agrees to pay the Parents a total of Four Thousand Dollars (\$4,000.00). The Parents will be paid in five (5) monthly installments of Eight Hundred Dollars (\$800.00) in accordance with procedures established by the Treasurer. The Parents agree to submit a monthly record of the transportation they provided for the Student to the Treasurer's Office.

3. By executing this Agreement, the Parents reject any offer of the Board to provide transportation for the Student to and from the Program.
4. The Parents expressly agree that it shall be their sole responsibility to communicate with the Program's representatives regarding delays or cancellations of the Program, as they may affect the provision of transportation for the Student.
5. The Parents recognize and acknowledge that they are not employees of the Board, and that they shall receive no compensation or benefits for their services beyond the payments set forth above.
6. The Parents agree that neither the Board nor any of its members, administrators, employees, or agents shall be liable for any personal injury or property damage directly or indirectly caused by or resulting from the transportation of the Student in accordance with this Agreement. The Parents, individually and on behalf of the Student, hereby forever release and discharge from any and all liability for, and shall defend and indemnify the Board, including its members, administrators, employees and agents, and save them harmless against, any and all claims, actions, damages, liability, and expenses in connection with the loss of life, personal injury, and/or damage to property of the Parent, Student, or third parties arising out of or in connection with the provision of transportation for the Student in accordance with this Agreement.

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

Nays – None.

Motion Carried 4-0.

RESOLUTION NO 12-326-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to approve participation in the audit of our First Energy Electric Bills through the Ohio Schools Council (OSC) to identify possible billing rebates. There is no cost to the district to participate in the audit, but could yield a rebate to the district due to being overcharged by First Energy. **(ATTACHMENT #4)**

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

Nays – None.

Motion Carried 4-0.

EXECUTIVE SESSION

RESOLUTION NO 12-327-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan, to enter into executive session at 8:02 p.m., pursuant to ORC §121.22, for the purpose of:

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

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

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

Nays – None.

Motion Carried 4-0.

The board reconvened from executive session at 10:02 p.m.

ADJOURNMENT

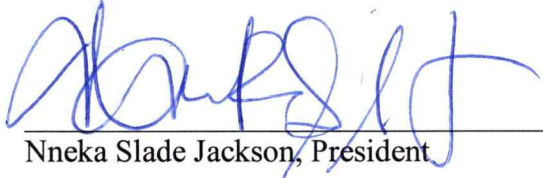
RESOLUTION NO 12-328-2021

Moved by Mr. Jordan, seconded by Mr. Barber, to adjourn the meeting at 10:03 p.m.

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

Nays – None.

Motion Carried 4-0.



Nneka Slade Jackson, President

Cooper Martin, Treasurer

SPORTS MEDICINE SERVICES AGREEMENT

This Sports Medicine Services Agreement is entered into between School and/or Board on the terms indicated below and those set forth on the Sports Medicine Services Agreement Terms and Conditions (the "Terms"), which are attached hereto and incorporated herein by this reference. The parties acknowledge and agree that this Sports Medicine Services Agreement replaces and supersedes that certain prior Services Agreement between Richmond Heights High School and Hospital, effective July 1, 2012. In recognition of the Acknowledgements set forth in the Terms, the parties, intending to be bound, hereby agree that School engages Hospital as set forth and provided for below:

School or Board:

Name: Board of Education of Richmond Heights Local School District

Address: 447 Richmond Road, Cleveland, OH 44143

Phone: 216-692-0086 ext. 571468

School Contact: Quentin Rogers

Hospital:

Name: University Hospitals Health System, Inc.

Address: 3605 Warrensville Center Road, Shaker Heights, OH 44122

Phone: 216-286-9598

Hospital Contact: Jamie Foutz

Type of Provider services provided by Hospital to School (check those that apply):

☒ X Team Physician ("TP") Weekly Hours Commitment: < 8

☐ X Athletic Trainer ("AT") Weekly Hours Commitment: <20

Effective Date: 3/1/18

Annual Service Fee: \$0

Locations: The services offered under this Agreement will be conducted at: Richmond Heights Elementary or Secondary School, located at 447 Richmond Road, Cleveland OH 44143, or other home location on school grounds as identified by the School.

Specific Coverage Requirements: AT presence at a location (as defined above) for approximately, but no more than twenty (20) hours per week. AT coverage to include home athletic events at both the high school and middle school level for the following sports: football, volleyball, basketball, baseball/softball, and track. In addition, AT coverage includes high school varsity football two-a-day practices conducted prior to the first day of school, in addition to other athletic events throughout the school year and summer as requested by the School and agreed upon by Hospital. The parties further agree that Hospital will provide TP coverage for home high school football games, as well as other athletic events at both the high school and middle school as requested by the School and agreed upon by Hospital. However, the parties acknowledge that TP will primarily be utilized at varsity football events.

Promotional Consideration: School will provide space at each outdoor and indoor athletic event, unless inclement weather or other issues beyond the School's control prevent such space, for the Hospital to: 1) hang 4'x6' banner with logo; 2) provide public service announcements at each covered athletic event educating attendees on Hospital's programs; 3) advertise and distribute athletic programming brochures; and 4) link to the Hospital's website on the School's athletics webpage, as authorize by the Board Policies, and applicable state and federal law. School further agrees that Hospital will have the opportunity to distribute the UH Sports Medicine playbook to parents and athletes before each athletic event as authorized by applicable state and federal law. Hospital agrees and understands that School has no responsibility to distribute said advertisements, including any Hospital brochure, program, flyer, or "playbook" on Hospital's behalf. Hospital has the sole responsibility to distribute any and all said advertisements. Hospital agrees that it will not conduct any promotional advertisements that cause a disturbance during an athletic event. The School further agrees to allow Hospital to have the opportunity to activate/provide giveaways at select/mutually agreeable games/activities, and for Hospital to sponsor award for Richmond Heights High School athlete of the year, if applicable. The Hospital will be solely responsible for selecting the athlete, and for providing advertising and award to such student. The School, however, agrees to allow the Hospital to present the award at the end of the season awards banquet/ceremony (if applicable).

IN WITNESS WHEREOF, the parties have executed this Agreement below:

School

By: _____

Printed: Cooper Martin

Title: Treasurer _____

Date: _____

Hospital

By: _____

Printed: _____

Title: _____

Date: _____

SPORTS MEDICINE SERVICES AGREEMENT TERMS AND CONDITIONS

These Sports Medicine Services Agreement Terms and Conditions apply to the forgoing Sports Medicine Services ("Agreement") between School and Hospital as of the Effective Date. Terms defined in the Agreement are incorporated in these Terms and Conditions.

1. Acknowledgements.

Hospital's mission is To Heal. To Teach. To Discover., and Hospital is committed to meeting the health care needs of its community;

School operates the "Locations" identified on the first page of the Agreement, each of which maintains an athletic program;

Hospital and School have a mutual interest in protecting and promoting the health and safety of the School's students, recognize a community need for high-quality athletic care and acknowledge recent discoveries and research findings relating to sports-related concussions and other injuries that may result in long-term health conditions or limitations; and

School and Hospital desire to meet the team physician needs of the School's student athletes and general student population by making a Hospital employed or affiliated physician available on the premises of School and at certain athletic activities under the terms and conditions hereunder set forth.

2. Hospital Responsibilities.

(a) Hospital shall provide School with reports and documentation of the services provided hereunder as lawfully and reasonably needed by School to complete local, state, and federal reports.

(b) Hospital will provide School with the provider(s) (the "Provider") as set forth on the front page of the Agreement, who will cover, on average, the number of hours per week during the academic school year or as otherwise agreed to by the parties on the first page of this Agreement.

(c) The Provider shall be a resource during Events mutually scheduled by the parties' respective contacts set forth on the first page of this Agreement. Specific coverage requirements are set forth on the first page of this Agreement. The parties agree and acknowledge that the Provider is time limited and it would be impossible for the Provider to cover all athletic events within the weekly hours allocated for the Provider.

(d) An "Event" shall mean any athletic competitive event or other organized event attended or held by School and/or its teams. A "Practice" shall mean

any non-competitive event for the purpose of team practice. A Practice shall not include unsanctioned, student run, or open events.

If Hospital is providing a Licensed / Certified Athletic Trainer ("LTAC"), then LTAC shall provide recommendations as to the priority of Events and Practices, however School shall be responsible for final LTAC coverage priority.

If Hospital is providing a Team Physician ("Physician" of "TP") then an "Event" shall mean home varsity football games organized or held by School or as otherwise set forth on the first page of this Agreement.

In all cases, Event and Practice coverage will be determined through mutual agreement between the School and Hospital by the first day of each "Athletic Season," as that term is commonly used within the School.

(e) During scheduled Event hours, the Provider will function as a coordinating resource for appropriate emergency care and first aid for injured athletes.

(f) Hospital agrees to provide a qualified substitute Provider, if possible, to cover scheduled absences of the primary Provider. Hospital will provide a substitute for all home varsity football Events.

(g) Hospital will employ Provider to perform services on School grounds. Hospital shall engage such persons as are required, as selected by Hospital, to perform necessary Provider services. In no way shall it be interpreted that these services will be performed by any one specific individual and the employment of individuals providing the services hereunder shall remain at the discretion of Hospital.

Additionally, if Hospital is providing a Physician, such Physician shall only be provided for the purposes of athletic trainer supervision (if applicable) and to coordinate with the School athletic trainer and local EMS, first aid and emergency services at Events. If applicable, the Physician shall work in coordination with the School athletic trainer to make any return to play decisions at Events.

(h) School acknowledges, agrees, and understands that the Provider is not responsible for the overall health, welfare, or wellbeing of any athletes, coaches, School staff, or School invitees, and the presence of the Provider does not prevent injuries or serve as a substitute for routine medical care.

(i) Hospital will ensure that the Physician providing services under this Agreement is board certified and holds an unrestricted license to practice medicine in the State of Ohio, and is trained in basic cardiopulmonary resuscitation (CPR) and automated external defibrillator use (AED).

(j) Provider shall not provide clearance of athletes to participate in sporting activities prior to the start of a season, further Provider shall not provide return to play clearance for Events.

(k) If Hospital is providing an Athletic Trainer ("AT"), then during scheduled Practice hours, the AT will: (i) coordinate documentation of available injury tracking software, if applicable; (ii) coordinate appropriate medical care for the injured athlete that includes either providing or facilitating access to initial evaluation, treatment, and rehabilitation under the guidance of the team physician/medical director; (iii) act as the liaison between the parent, physician, rehabilitation team and coach regarding evaluation, treatment, rehabilitation, and return to competitive status; (iv) document and record evaluations and treatments into the athlete's file that will be on file in a secure location, where medical records are ordinarily kept at the School, or another secure location as determined by the School; (v) supervise the use and operation of the athletic training room and control the inventory of supplies, however, School is ultimately responsible for the purchase and provision of supplies used for Events and Practices; and (vi) provide recommendations for the ordering and purchasing of supplies and equipment for the use in the athletic training room, subject to the set athletic training budget account.

(l) If Hospital is providing an LTAC, Hospital shall provide concussion baseline testing for any athlete or members of an athletic team mutually agreed upon by the athletic trainer and the athletic director.

(m) If Hospital is providing an LTAC, Hospital agrees to offer a Pupil Activity Validation (PAV) class and Cardiopulmonary Resuscitation/Automated External Defibrillator CPR/AED training to coaches on a specified date that is determined by Hospital.

3. School Responsibilities. In consideration for the services provided hereunder, School shall pay the "Annual Service Fee" set forth on the first page of this Agreement per each academic year the contract is in effect for athletic training services. Payment will be made in accordance with a payment schedule to be agreed upon by the parties. If a School chooses to utilize Hospital, AT(s) for additional coverage not stated within this agreement, School agrees to pay \$35.00/hour for additional hourly coverage. In addition, School shall: (a) provide all reasonable and appropriate equipment and supplies for the delivery of Provider services delivered at the school site; (b) demonstrate coverage (for School vehicles) under a policy of vehicle liability insurance upon request; (c) provide all supplies and equipment needed for the provision of team physician services to students of School; (d) provide Hospital the "Promotional Consideration" set forth on the

first page of this Agreement, attached hereto and made a part hereof; (e) require that students who suffer injuries or concussions produce an authorization to return to play signed by the student's physician (as required per ORC §4755 where Hospital provides an AT); (f) make parents aware of Lindsay's Law (Ohio Revised Code Sections: 3313.5310, 3707.58, and 3707.59 as amended) and obtain any parent, legal guardian, and student signatures required under Lindsay's Law to permit student athletes to participate in School activities, including Event; and (g) if Hospital is not providing a Physician, ensure on-site physician coverage for all home varsity football Events.

4. Mutual Responsibilities.

(a) Hospital and School will each demonstrate liability coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate for their respective employees. Further, each Party shall provide automobile liability insurance providing coverage for any automobile with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence *if automobiles are used by that Party or its employees or agents in the performance of this Agreement.*

(b) School and Hospital will each provide a contact person to coordinate the performance of this Agreement and to resolve conflicts. At the Effective Date the initial contacts shall be the School Contact and Hospital Contact identified on the first page of this Agreement.

5. Term of Agreement. The initial term of this agreement shall be for a period of three (3) years, commencing on the Effective Date. Thereafter, this Agreement may be renewed by mutual agreement of the parties, and subject to Board approval of the same.

6. Termination. Hospital or School may terminate this Agreement for cause by providing thirty (30) days advance written notice (the "Default Notice") to the other of any material breach of the terms hereof. The party alleged to be in default shall have the right to cure the default within thirty (30) days of its receipt of the Default Notice. If the material breach cannot be cured within the thirty (30) day period (the "Cure Period"), then this Agreement shall terminate effective as of the date of the last day of the Cure Period. This agreement may be terminated with or without cause upon ninety (90) days written notice by either party. Further, either party may terminate this Agreement with respect to one or more of the Schools upon ninety (90) days prior written notice to the other party.

7. Non-Appropriation. Notwithstanding anything contrary in this Agreement, the School's obligations under this Agreement are contingent upon the approval of the

appropriation of funds by the School. In the event funds are not appropriated for any fiscal period sufficient to cover the District's obligations under this Agreement, including funds allocated to continue the School's athletic programs, the School may terminate this Agreement immediately, pursuant to this Paragraph.

8. Indemnification. To the fullest extent permitted by law and not otherwise barred by Chapter 2744 of the Ohio Revised Code, each party agrees to indemnify and hold the other harmless for any and all claims, judgments, demands, actions, causes of action, damages, expenses, including reasonable attorney fees and court costs, and sums of money of any nature whatsoever, arising out of any willful or negligent act or omission by the indemnifying party, its employees, agents, or contractors.

9. Miscellaneous.

(a) Health Care Compliance. The parties agree and acknowledge that, as a healthcare provider, Hospital must comply with Federal healthcare program requirements in order to participate in such programs and participation in Federal healthcare programs is essential to Hospital's business. Each party represents and warrants that neither it, nor any person providing services under this Agreement is ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs, and has not been convicted of a criminal offense that could result in such party or individual becoming ineligible to participate in such programs. In the event either party is or does become ineligible, the parties agree to meet promptly in good faith in order to resolve issues arising out of any such ineligibility; provided, however that either party may terminate this Agreement on thirty (30) days' written notice to the other party if such ineligibility is not resolvable to the satisfaction of either party. For the sake of clarity, the parties acknowledge that they are each committed to full compliance with all applicable laws, rules, regulations and state and Federal health care program requirements including without limitation, the Federal Anti-Kickback Statute, the Stark Law, and the rules, regulations and administrative guidance promulgated under the authority of such laws (collectively, "Laws"), and each party agrees to cooperate fully with the other party's applicable compliance program requirements. School and Hospital each represents and warrants that no part of any consideration under the Agreement is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor is any part of any consideration intended to induce illegal referrals of business or other illegal conduct.

(b) Civil Rights, Bullying and Sexual Harassment Compliance. Hospital will comply with the Federal Civil Rights Act of 1964 to the end that no person of

the United States shall, on the ground of race, color, sex, age, creed, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity which is supported by Federal Funds. Hospital further agrees to comply with all applicable School policies and regulations and federal, state, and local laws and regulations related to non-discrimination, bullying, and sexual harassment.

(c) FERPA. Because Hospital, and any Provider, may have access, in the course of providing the services under this Agreement, to education information covered by the Family Education Rights and Privacy Act of 1974 ("FERPA"), the Individuals with Disabilities in Education Improvement Act ("IDEIA"), or applicable state privacy laws, it, along with its Providers, shall maintain the confidentiality of such information in accordance with the provisions of FERPA, IDEIA, and Ohio law. Unauthorized disclosure of confidential information in violation of FERPA, IDEIA, or Ohio law shall be a material breach of contract and shall constitute cause for the immediate termination of the Agreement. The provisions of this section shall survive the expiration of this Agreement.

(d) HIPAA Compliance. To the extent applicable, the parties and any Provider, shall perform, and shall require all of its employees, agents, and subcontractors to perform, all services under the Agreement in compliance with Part 162 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as well as all other parts of HIPAA applicable to the performance of services under this Agreement. .

(e) Independent Contractor. Hospital, and any Provider, for the purposes of this Agreement, shall not be considered an employee of School. Accordingly, the Hospital, and any Provider, 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 the Hospital's employees or agents, including but not limited to taxes and/or contributions for social security, Medicare, worker's compensation, unemployment and retirement. Hospital further certifies that all Providers that provide services in accordance with this Agreement will have obtained and passed all criminal background checks in accordance with the Ohio Revised Code 3319.39 through 3319.393 prior to initiating services under this Agreement.

(f) Non-solicitation. During the term of this Agreement and for a period of one year following its expiration, School and Hospital shall not employ or solicit for employment any individual employed by the parties during any part of the term of this Agreement.

(g) Notice. Any Notices under this Agreement (other than notices of the event schedules) shall in writing and sent via First Class Mail, Return Receipt requested or by overnight delivery via a nationally recognized carrier and addressed to the parties' contacts as identified on this first page of this Agreement, or such other person or location as designated by the receiving party in writing. In addition, a copy of any notice to be sent to Hospital shall simultaneously be sent to University Hospitals Health System, Inc., 3605 Warrensville Center Road, Shaker Heights, Ohio 44122, Attn: Chief Legal Officer.

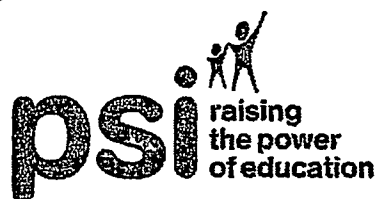
(h) Terms of Construction and Enforceability. The failure by either party to exercise or enforce any right hereunder shall not constitute the waiver or forbearance of any other right or provision afforded such party in this Agreement. If any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such covenant, agreement, term or condition to persons or circumstances other than those to which it is held invalid and unenforceable, shall not be affected thereby and each covenant, agreement, term and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. This Agreement may be amended or modified only by means of a written instrument executed by both Hospital and School, which amendment must contain the legend "Approved As To Form," which legend must also be executed by an attorney within the UHHS Law Department. Hospital and School each represent and warrant that the individual signing above on their behalf is duly authorized and empowered to enter into this Agreement on their behalf. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether written, oral or implied, between the parties with respect to the subject matter of this Agreement. This Agreement is governed by Ohio law. Ohio and U.S. courts residing in Cuyahoga County Ohio shall be the exclusive venues for any disputes arising under this Agreement.

(i) Assignment and Subcontracting. Neither party may assign any rights or obligations under this Agreement without the express prior written consent of the other, such consent not to be unreasonably withheld.

(j) Community Benefit. The parties agree and acknowledge that the obligations of School, including the Promotional Consideration, the Annual Service Fee and consideration set forth hereinabove, may not be of commensurate value with the services provided by Hospital hereunder and may be less than the costs to be incurred by Hospital under this Agreement. It is the express intent and understanding of the parties that Hospital's contributions

under this Agreement are primarily made to benefit the communities served by Hospital and School and to further Hospital's charitable mission.

(k) Non-Exclusivity. This Agreement is not exclusive and in no way prohibits Hospital from providing the same or similar services to any other school.



Title 1 Services

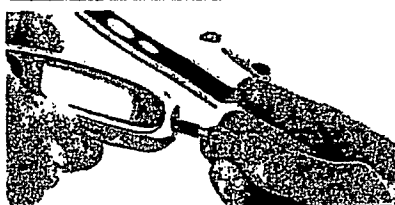
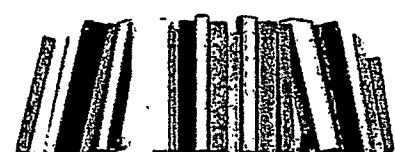
Richmond Heights Local Schools

Premier Provider of Educational and School Health Services

psi's Commitment to Excellence

We are proud of our more than 44-year record of providing educational support services, school health services and training and education, all contributing to schools establishing excellent whole child service delivery systems.

All psi services meet or exceed federal, state, and local guidelines and regulations, economically, efficiently and professionally. psi services have proven to **Raise the Power of Education!**



Proposal for School Support Services



psi is the official School Health and Educational Support Services partner of UH Rainbow!



Prepared for Richmond Heights Local Schools

2112 Case Parkway South #10 • PO Box 468 • Twinsburg, OH 44087-0468
800.841.4774 • fax 330.425.2905 • psi-solutions.org • info@psi-solutions.org



Richmond Heights Local Schools

Premier Provider of Educational and School Health Services

"We have used psi for nursing, intervention specialists, tutoring, psychologists, and counselors. I have worked with psi for 11 years and will continue to do so because of their cost effectiveness, caliber of professional services, assistance with supervision, and great sense of direction they provide."

*Ed Vittardi, Principal
Saint Albert the Great School*

June 14, 2021

Kelly A. Askew-Tucker
Director of Educational Services
Richmond Heights Local Schools

RE: Title 1 Academic Services for 2021-2022 SY

Dear Ms. Askew-Tucker,

psi is proud to provide you with this proposal to serve the students and faculty from Richmond Heights Local Schools and its respective nonpublic schools.

For more than 44 years, psi has provided schools with the highest quality professional services at the most reasonable cost possible. psi is well respected in the education community and works closely with area universities and national and local educational experts to ensure that each child receives the services needed. psi has successfully provided similar Title I services to other northeast Ohio nonpublic school districts such as Cleveland Metropolitan School District and Parma Public Schools. We would gladly provide references upon request.

If we are granted the opportunity to provide the Richmond Heights Local Schools and its respective nonpublic schools with our Title 1 compliant program and resources, we will dedicate ourselves to ensuring that the services provided will be only the highest quality and will be fully designed to meet the specific needs of the academically eligible district students of Richmond Heights Local Schools.

Thank you for considering the psi Title 1 Services Program for Richmond Heights Local Schools and its respective nonpublic schools.

Sincerely,

Steve Rosenberg, Ph.D.
President and CEO



Richmond Heights Local Schools

Premier Provider of Educational and School Health Services

psi provides a wide variety of positions for our schools. In fact, we have probably used every type of staff available through them. While psi's fees are not the lowest in the area, I recommend them because they do their best to provide quality personnel. They have always been understanding and professional in their encounters with our school administrators, and the financial assistance provided with the use of the Jon Peterson Scholarship is top notch.))

Pam Ouzts

Director of Government Programs
Diocese of Cleveland

About psi

psi is able to provide all the services articulated within this proposal with fully qualified school-based and supervisory staff.

psi is the largest private provider of educational and school health services in Ohio. psi serves approximately 250,000 students every year in more than 500 schools in Ohio and Michigan. These services include school psychology, speech pathology, occupational and physical therapy, school health services, 1:1 school health services for students with special nursing needs, educational aides, intervention specialists, gifted and talented teachers, remedial teachers, a wide range of other specialized tutors, English Language Learner instructors and school counselors.

psi has demonstrated continued success serving students, schools, parents, administrators and school districts for more than 44 years. psi began its legacy in nonpublic schools and continues to deliver a significant number of services within the nonpublic environment. Not only are we able to assist schools in finding professional staff and in implementing the many necessary programs for employee and state compliance, but also we are experts in understanding and implementing the many funding facets of Ohio's education system.

Our most salient strengths are found in our comprehensive and extensive Education and Nurse Management Office Team and Supervisory Network. No organization in Ohio provides a more thorough system of accountability, training, and monitoring of education and school health services. Our more than 44 years as the industry leader in meeting health and educational needs assures our client schools of superior, reliable and affordable services.

Program Description

Our specialty is School Support Services. psi will meet and adhere to all the specifications necessary to ensure Title 1 compliant services for SY 21-22, including but not limited to:

1. Identification of academically eligible district students based on nonpublic school teacher referrals by surveys of grade level objectives.
2. A measurable assessment of student performance: psi can provide a measurable assessment or use an assessment that has already been administered to potentially eligible students.
3. Services under this proposal will only be provided to academically eligible district students.
4. Title 1 parent orientation will be held within 30 days of implementation of such program. psi will create the orientation agenda within ESSA guidelines and in coordination with both district personnel and school principals.

Richmond Heights Local Schools

Program Description (Continued)

5. Instruction will be coordinated with respective nonpublic school teacher and records acknowledging such. **psi** will keep appropriate logs of academic activities with students including measures of progress.
6. All Title 1 teachers will meet licensing requirements.
7. A quarterly review of this program will be coordinated with the district coordinator.
8. Fiscal records will be maintained on a routine basis with invoices sent monthly to the district through the nonpublic school official that is countersigned by the Title 1 teacher. **psi's** timesheet system is electronic. This allows for the employees to submit their timesheets via a computer system that is then emailed to the principals for approval.

The quote for **Title 1 Academic Services** is **\$48.50/hr.**

AGREEMENT FOR TRANSPORTATION OF STUDENT

This Agreement is entered into by and between the Richmond Heights Local School District Board of Education ("Board") and parents Steven Pittman and Desmond Tillman (collectively "Parents"), regarding the transportation of their child [REDACTED] ("Student").

WHEREAS, it is necessary for the Board to make special arrangements for the transportation of the Student in order to allow the Student to attend a special education program located at Sunbeam Elementary School, 11800 Mt. Overlook Ave., Cleveland OH 44120 ("Program"); and

WHEREAS, the Board has been unsuccessful in securing a transportation company that can accommodate the Student and his required apparatus and nursing aide; and

WHEREAS, the Board has one bus in its fleet that can accommodate the Student and his required apparatus; however that bus is already routed for the other special needs students in the district attending the RHLSD schools; and

WHEREAS, the Parents have agreed to provide transportation for the Student to and from the Program for the remainder of the 2021-2022 school year;

THEREFORE, the Board and the Parents agree to the following:

1. The Parents agree to transport the Student to and from the Program on each day that the Program is in session for the remainder of the 2021-2022 school year.

2. In consideration of the services set forth above, the Board agrees to pay the Parents a total of Four Thousand Dollars (\$4,000.00). The Parents will be paid in five (5) monthly installments of Eight Hundred Dollars (\$800.00) in accordance with procedures established by the Treasurer. The Parents agree to submit a monthly record of the transportation they provided for the Student to the Treasurer's Office.

3. By executing this Agreement, the Parents reject any offer of the Board to provide transportation for the Student to and from the Program.

4. The Parents expressly agree that it shall be their sole responsibility to communicate with the Program's representatives regarding delays or cancellations of the Program, as they may affect the provision of transportation for the Student.

5. The Parents recognize and acknowledge that they are not employees of the Board, and that they shall receive no compensation or benefits for their services beyond the payments set forth above.

6. The Parents agree that neither the Board nor any of its members, administrators, employees, or agents shall be liable for any personal injury or property damage directly or indirectly caused by or resulting from the transportation of the Student in accordance with this Agreement. The Parents, individually and on behalf of the Student, hereby forever release and discharge from any and all liability for, and shall defend and indemnify the Board, including its members, administrators, employees and agents, and save them harmless against, any and all claims, actions, damages, liability, and expenses in connection with the loss of life, personal injury, and/or damage to property of the Parent, Student, or third parties arising out of or in connection with the provision of transportation for the Student in accordance with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Richmond Heights, Ohio on the date(s) set forth below.

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

PARENTS

By: _____
Superintendent

Steven Pittman

Date: _____

Date: _____

Desmond Tillman

Date: _____

ELECTRIC AUDIT PROJECT AGREEMENT

This AGREEMENT ("Agreement") is made and entered into this 6th day of December, 2021 ("Effective Date") by and among Richmond Heights Local School District (hereinafter called the "District"), Ohio Schools Council (hereinafter called "OSC") and Yankel & Associates, Inc. (hereinafter called "Yankel").

RECITALS

- A. The District is a member of the Ohio Schools Council ("OSC"), which is a regional council of governments created under Ohio Revised Code Section 167.
- B. Yankel is engaged in the business of furnishing various utility consulting and bill auditing services to and on behalf of public entities.
- C. OSC and Yankel have entered into an Agreement ("OSC Agreement"), which is incorporated hereto by reference, for Yankel to perform an audit of OSC member school districts' FirstEnergy electric bills. The purpose of the audit is to determine whether there were FirstEnergy overcharges. Yankel is willing to furnish such services under the terms and conditions set forth in the OSC Agreement hereinafter.
- D. The District acknowledges and accepts the OSC Agreement as being on its behalf and as such desires to memorialize the understanding among the District, OSC and Yankel.
- E. The District, OSC and Yankel, each separately will be referred to herein as a "party" and collectively will be referred to herein as the "parties".

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the District and Yankel hereby agree as follows:

- 1. **Term of Agreement.** The term of this Agreement shall be for as long as the OSC Agreement remains in effect. This Agreement shall terminate automatically upon the termination of the OSC Agreement.
- 2. **Scope of Project.** Yankel shall perform an audit on behalf of the District to determine if Cleveland Electric Illuminating Company ("CEI"), Toledo Edison ("TE") and/or Ohio Edison Company ("OE") overcharged the District (the "Project"). If such overcharges are discovered, Yankel shall negotiate a refund with CEI, TE and/or OE. As part of this Project, the District agrees to furnish any and all of its account numbers for CEI, TE and/or OE to Yankel. District further agrees to furnish at least two recent bills for each of its accounts and any historic bills as may be requested by Yankel and that are readily available for the District. The District further agrees to execute a letter of authorization in the form attached as Exhibit A necessary for Yankel to access FirstEnergy's data regarding the District's accounts. For purposes of this Agreement, a refund is defined as any amount owed to the District as a result of the Project, and paid by CEI, TE or OE, whether being made by separate payment to the District or billing credit (hereinafter referred to as the "Refund").
- 3. **Compensation.** The District shall not be responsible for payment to Yankel or OSC of any compensation whatsoever unless the District receives a Refund. In the event the Project is successful in obtaining a Refund from CEI, TE and/or OE to the District, the parties will be entitled to a share of any Refund, as and when paid, as follows:

50% -- the District
30% -- Yankel
20% -- OSC

If the Refund is in the form of a bill credit, the District is responsible for ensuring that any payment obligations set forth in this Section are made promptly to Yankel and OSC when each bill credit is received by the District. If the Refund is in the form of a payment to the District, the District shall promptly pay Yankel and OSC their respective shares of each such Refund payment received by the District. If OSC bills the District for Yankel's and OSC's shares of each Refund, the District agrees to pay such invoice(s) when due. Except as stated in this Section, the District shall have no other financial obligations to Yankel or OSC, nor shall the District be liable to Yankel or OSC for any costs incurred in connection with the Project.

4. **Termination.** Subject to the terms and conditions provided herein, the parties may terminate this Agreement as follows:

4.1 *OSC Agreement.* The parties hereto agree that this Agreement shall terminate automatically upon the termination of the OSC Agreement. Upon termination, the District shall have no further liability or obligation to Yankel or OSC as it relates to the terms and conditions of this Agreement, except to pay the compensation to Yankel and OSC set forth in paragraph 3 in the event of any Refund received by the District.

5. **General Provisions.**

5.1 *Notices.* All notices required hereunder shall be deemed given upon receipt or within three (3) days of mailing when sent by registered or certified mail, postage prepaid, return receipt requested, or by hand delivery, or by Federal Express or other recognized overnight delivery service, as follows:

If to the District: Richmond Heights Local School District
447 Richmond Road
Richmond Heights, OH 44143
Attn: Cooper Martin

If to the OSC: Ohio Schools Council
6393 Oak Tree Boulevard, Suite 377
Independence, OH 44131
ATTN: Executive Director

If to Yankel: Yankel & Associates
12700 Lake Ave. #2505
Lakewood, OH 44107
ATTN: Tony Yankel

5.2 *Confidentiality.* With respect to this Agreement and any information in connection with this Agreement and designated by the disclosing party as confidential, the recipient agrees to: (i) protect the confidential information in a reasonable and appropriate manner or in accordance with applicable professional standards; (ii) use confidential information only to perform its obligations under this Agreement; and (iii) reproduce confidential information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (i) publicly known; (ii) already known to the recipient; (iii) disclosed to the third party without restriction; (iv) independently developed; (v) disclosed pursuant to legal requirement or order; or (vi) required to be disclosed pursuant to Ohio Public Records laws.

5.3 *Assignment.* This Agreement may not be assigned in whole or in part by any party without the prior written consent of the other parties.

5.4 *Governing Law.* This Agreement shall be deemed to have been made and shall be construed and all of the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Ohio.

5.5 *Integrated Agreement.* This Agreement contains the whole understanding of the parties and supersedes all prior oral or written representation and statements between the parties related to the subject matter hereof. It may only be amended by a writing signed by all parties.

5.6 *Force Majeure.* If either party fails to perform its obligations hereunder because of strikes, accidents, acts of God, weather conditions, acts of war, or action or inaction of any governmental body or other proper authority beyond the party's control, then such failure to perform shall not be deemed a default hereunder and shall be excused without penalty until such time as said party is capable of performing.

5.7 *Additional Agreements.* As part of this Agreement, the parties hereto agree to cooperate and work in connection with one another to execute all other documents necessary to proceed with and complete the Project, including, without limitation, the letter of authorization from the District to Yankel attached as Exhibit A.

5.8 *Relationship of the Parties.* The parties agree that nothing herein shall be so construed so as to establish a partnership, employment, master-servant, agency or other like relationship between the parties, or between the employees, agents, members, and contractors of the parties with the other party. The District, OSC and Yankel expressly acknowledge and agree that the District is not the employer or joint employer of Yankel, OSC or any individuals paid as employees of Yankel or OSC nor is Yankel or OSC the employer or joint employer of the District or any of the employees of the District. Yankel is an independent contractor only.

5.9 *Counterparts.* This Agreement may be executed in counterparts. The Parties warrant and agree that each person signing below has authority to sign on behalf of each Party. The Parties acknowledge that they had a reasonable opportunity to consult with legal counsel prior to executing this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement, to be effective as of the Effective Date.

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

By: _____
Position: _____
Date: _____

YANKEL & ASSOCIATES, INC.

By: _____
Position: _____
Date: _____

OHIO SCHOOLS COUNCIL

By: _____
Position: _____
Date: _____

TREASURER'S CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Treasurer of the Richmond Heights Local School District (the "District"), located in Cuyahoga County, Ohio, hereby certifies in connection with the foregoing Agreement to which this certificate is attached, such Contract being dated December 6, 2021, among the Board of Education of the District, the Ohio Schools Council and Yankel & Associates, Inc., that:

The amount required to meet the agreement, obligation, or expenditure for the attached Agreement has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of the general fund or other appropriate fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, 2021.

Cooper Martin, Treasurer

EXHIBIT A

Re: Letter of Authorization

To Whom It May Concern:

Be advised that the Richmond Heights Local School District, of Richmond Heights, Ohio hereby authorizes Yankel & Associates, Inc. ("Yankel"), being located at 12700 Lake Ave., #2505, Lakewood, OH 44107, as our agent to secure information and historic data on our behalf as it relates to electric consumption, demand and billing. This authority to Yankel includes, but is not limited to the following:

- Obtaining information about our historical energy usage and billing information and consent to release the same.
- Obtaining our load profile, maximum annual or monthly demands and other consumption information and consent to release the same.
- Obtaining any of our customer numbers, account numbers, rate codes or other similar information requested by Yankel and consent to release the same.
- Obtain copies of historic electric bills and consent to release the same.

Sincerely,
Richmond Heights Local School District, of Richmond Heights, Ohio

By: Cooper Martin

Its: Treasurer