

**STRONGSVILLE BOARD OF EDUCATION  
AUGUST 6, 2020  
REGULAR MEETING**

The Regular Meeting of the Strongsville Board of Education and any other items germane to the Board of Education was called to order at 7:00 p.m. on Thursday, August 6, 2020, at the **Administration Building, Meeting Room, 18199 Cook Avenue, Strongsville, Ohio**, by President, Richard O. Micko.

All members of the Board and media were notified of this meeting in compliance with Section 121.22 O.R.C., effective November 28, 1975.

The following Board Members answered Roll Call: Mrs. Bissell, Mrs. Housum, Mrs. Buckner-Sallee, Mr. Micko and Mr. Roberts.

Others present were: Dr. Cameron Ryba, Superintendent; Mr. George Anagnostou, Treasurer; and Ms. Erin Green, Director of Curriculum.

This meeting was videotaped and is part of the official minutes.

**PLEDGE OF ALLEGIANCE**

**DISTRICT GOALS**

Student Achievement is the District's number one goal and is balanced against Financial Prudence. Helping with both goals is Community Engagement.

**PUBLIC COMMENT**

No public comment.

**TREASURER'S REPORT**

\*A. Invoice Order Approval (004-Building Fund)

**Resolution 20-08-01**

Be it resolved upon the recommendation of the Treasurer that in accordance with the O.R.C. for after-the-fact invoices, the Board approves the following invoice for payment, and the Treasurer be authorized to sign the Fiscal Certificate:

<u>Vendor</u>	<u>Purchase Order</u>	<u>Date</u>	<u>Amount</u>	<u>Purchased</u>
Kalinich Fence Co. Materials for Tennis Courts	PO210371	7/27/20	\$19,739.42	5/27/20

## SUPERINTENDENT'S REPORT

### A. SUPERINTENDENT

#### 1. Discussion Item – 2020-2021 School Year Restart Plan


Dr. Ryba shared an update on the restart plans for the upcoming school year. He shared the below power point presentation, with much discussion. The presentation can be found on the District's website – [www.strongnet.org](http://www.strongnet.org).



### CCBH Recommendation


On July 31, 2020, the Cuyahoga County Board of Health (CCBH) released the following recommendations for school districts:

- ✓ Begin the 2020-21 school year operating remotely due to the elevated health risk posed to students, staff and family members.
- ✓ Discontinue extracurriculars such as sports, band, theater, choir, and other activities during the remote learning period.



### SCS Responsible Restart

- ✓ This SCS *Responsible Restart* implementation plan is based on:
  - Discussions with representatives from the **CCBH**, who stated that they do not foresee making any changes to their recommendations within the next five (5) weeks.
  - Discussions with **Superintendents** in Cuyahoga County and in neighboring school districts
  - **Superintendent analysis and reflection** on what is in the best interest of the educational, health, and safety needs of all stakeholders
  - **Potential liabilities** and risks for our students, staff, and District



## SUPERINTENDENT'S REPORT (continued)


### A. SUPERINTENDENT (continued)

#### 1. Discussion Item – 2020-2021 School Year Restart Plan (continued)

### SCS Responsible Restart

Based on the CCBH recommendation in combination with a Level 3/Red designation for Cuyahoga County, **SCS will start the 2020-21 school year in *Remote Learning 2.0*.**

Parents should prepare for the District to implement *Remote Learning 2.0* for the first quarter (8/24 - 10/16).




The diagram shows a circular risk level scale from 1 to 4. Level 1 is Green (Low), Level 2 is Yellow (Moderate), Level 3 is Orange (High), and Level 4 is Red (Very High). The current status is marked at Level 3 (Orange).

### SCS Responsible Restart

If **conditions improve** that would allow the district to open for *In Person/In Building* or *Blended* learning prior to the end of the first quarter, the district will do so and parents will be given a minimum of a one week notice prior to returning to school. A **phase-in period** would still be implemented.

Per the Cuyahoga County Board of Health, **conditions that could influence a change** in recommendation would be:


- ✓ Decline in cases over a one month period
- ✓ Positivity rates below 5%
- ✓ Sustained improvement in the COVID Risk Level (i.e., Orange)
- ✓ Increased testing capacity for children



The diagram shows a circular risk level scale from 1 to 4. Level 1 is Green (Low), Level 2 is Yellow (Moderate), Level 3 is Orange (High), and Level 4 is Red (Very High). The current status is marked at Level 3 (Orange).

### SCS Responsible Restart

- ✓ **Staff will report/continue to report to work** during the remote learning period starting the week of August 17th.
  - Per the CCBH, the recommendation to start in remote learning is not inclusive of staff being remote.
  - Staff are permitted to be at work as the absence of students affords substantial and appropriate social distancing opportunities.
  - Adjustments to this reporting requirement may be made on a case-by-case basis.



The diagram shows a circular risk level scale from 1 to 4. Level 1 is Green (Low), Level 2 is Yellow (Moderate), Level 3 is Orange (High), and Level 4 is Red (Very High). The current status is marked at Level 3 (Orange).

## SUPERINTENDENT'S REPORT (continued)

### A. SUPERINTENDENT (continued)

#### 1. Discussion Item – 2020-2021 School Year Restart Plan (continued)

### SCS Responsible Restart

✓ Remote learning for students will begin the week of August 24th.

- All students will receive instruction at home via synchronous and asynchronous learning opportunities.

[Preschool](#)

[Elementary](#)

[Middle School](#)


[High School](#)

	SU/SP 15 min	Block 1 45 min	Block 2 45 min	DKORE 20 min	1/E 25 min	Review Block 20 min	
PK	30-Synchronous Check-in discuss building the year's competency activities			Synchronous Instruction Delivery			
	SU/SP 30 min	Block 1 60 min	Block 2 60 min	DKORE 45 min	1/E 45 min	Block 3 60 min	Review Block 45 min
PK	30-Synchronous Check-in discuss building the year's competency activities			Synchronous Instruction Delivery		**Synchronous instruction opportunities for 15 of students	Synchronous instruction daily instruction

### SCS Responsible Restart

✓ Enrollment in the **SOLO program** (continued)...


- Parents that did not complete the original SOLO survey will be afforded a short window of time (deadline of 8/10) to enroll in the SOLO program.
- Prior to returning to in person learning, parents will have the opportunity to enroll in the SOLO program. It is likely that only Delivery Options I and II will be offered.



### SCS Responsible Restart

✓ Per state requirements, **transportation services will still be provided** for students attending schools that are offering in person learning during SCS remote learning.

- Students attending Polaris Career Center
- Strongsville students that attend community and nonpublic schools currently served by our transportation services





## SUPERINTENDENT'S REPORT (continued)


### A. SUPERINTENDENT (continued)

#### 1. Discussion Item – 2020-2021 School Year Restart Plan (continued)

### SCS Responsible Restart

✓ With regard to **athletics and marching band**, we will make these decisions in two phases - participation prior to the start of remote learning (8/3 - 8/21) and participation after the start of remote learning (8/24 and beyond). Per CCBH guidance:


- Local school districts can allow these activities to continue as long as state guidelines are being followed.
- It is recommended that these activities should be discontinued during remote learning.
- It is recommended that schools deciding to continue sports and extracurricular activities suspend contact sports given current levels of local transmission.



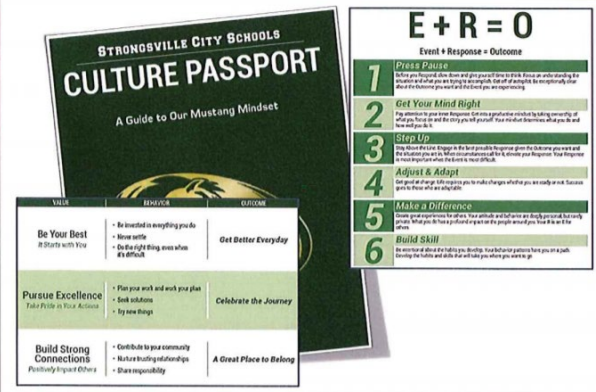
### SCS Responsible Restart

✓ With regard to **athletics and marching band** (continued)...

- To date, we have had no athletes/band members contract COVID-19 based on participation in one of these programs, nor do we have any documented spread.
- During this time period (8/3 - 8/21), the Superintendent will determine if marching band or specific sports will be suspended, remain at Phase II, or move to Phase III of the guidelines and compete. The mass gathering order may impact which phase a sport will be placed.
- At the August 20, 2020 Board meeting, an update will be provided as to the state of athletics and marching band for August 24th and beyond.



Training has been provided for the staff (E+R=O). Dr. Ryba shared an explanation of the training. The “outcome” being strived for is to get the students back into school for in-person learning as long as it can be done in a manner that meets the safety and health needs of the students, staff, parents and the community.



**STRONGSVILLE CITY SCHOOLS**  
**CULTURE PASSPORT**  
A Guide to Our Mustang Mindset

**E + R = O**  
Event + Response = Outcome

**1. Prune & Plant**  
Be clear on your vision and goals. Remove what is not working. Focus on what is working. Be intentional about the future you want to create. Set off on a path that is intentionally clear about the future you want to create. Be intentional about the future you want to create.

**2. Get Your Mind Right**  
The difference between a good response and a great response is the quality of the response. Be clear on your vision and goals. Remove what is not working. Focus on what is working. Be intentional about the future you want to create. Set off on a path that is intentionally clear about the future you want to create.

**3. Step Up**  
Bring about the change. Engage in the best possible response given the outcome you want and the resources you have. Be intentional about the future you want to create. Set off on a path that is intentionally clear about the future you want to create.

**4. Adjust & Adapt**  
Get good at change. Be intentional about the future you want to create. Set off on a path that is intentionally clear about the future you want to create.

**5. Make a Difference**  
Be intentional about the future you want to create. Set off on a path that is intentionally clear about the future you want to create.

**6. Build Skill**  
Be intentional about the future you want to create. Set off on a path that is intentionally clear about the future you want to create.

**Be Your Best**  
It Starts with You

- Be intentional about the future you want to create.
- Be intentional about the future you want to create.
- Be intentional about the future you want to create.

**Get Better Everyday**

**Pursue Excellence**  
Take Pride in Your Success

- Play your part and work your plan.
- Seek solutions.
- By new things.

**Celebrate the Journey**

**Build Strong Connections**  
Positively Impact Others

- Contribute to your community.
- Make lasting relationships.
- Share responsibility.

**A Great Place to Belong**

## **SUPERINTENDENT'S REPORT** (continued)

### **A. SUPERINTENDENT** (continued)

#### **1. Discussion Item – 2020-2021 School Year Restart Plan** (continued)

Strongsville City Schools will start the 2020-21 school year in *Remote Learning 2.0*. *Remote Learning 2.0* is where students will receive their education at home through synchronous (live) and asynchronous (recorded/independent work) methods. Much thought, care and concern for the well-being of our kids has gone into this plan; not only academically and athletically, but also socially and emotionally. Dr. Ryba stated that if he would have gone against the recommendation of the Cuyahoga Board of Health, he feels the consequences of being wrong far outweigh the benefits of being right. Although there are many different viewpoints on this decision, Dr. Ryba asks that we move forward to focus on what can be controlled in order to reach the shared outcome of having kids back in school sooner rather than later.

Discussion was had and questions answered.

Mr. Anagnostou shared an update on full-day kindergarten and preschool tuitions. At the previous Board meeting, it was planned the recommendation for tuition would be presented at this meeting. It was decided to wait until the August 20<sup>th</sup> meeting for the tuition recommendation due to two factors; one being to hear the recommendation for the restart plan and then to see who continues to stay in the full-day kindergarten program with the recommendation to start the school year with Remote Learning 2.0. Tuition will only be charged for days of actual in-person learning. A daily rate will be determined and presented for consideration at the meeting on August 20<sup>th</sup>.

Building principals will be communicating with parents as to the schedule their child(ren) will follow for *Remote Learning 2.0*. District communications will continue from Dr. Ryba.

#### **2. Discussion Item – Remote Learning Plan**

The Ohio Department of Education (ODE) stated that a plan must be in place for remote learning should a school district implement a plan where students will be receiving instruction outside the school day. The District's plan must be submitted to ODE by August 21<sup>st</sup>. It is not required, but highly recommended that the Board of Education approves the plan so it will be on the August 20<sup>th</sup> agenda for the Board's consideration. Dr. Ryba shared a draft of the plan which is not yet finalized. Dr. Ryba shared an overview to the questions listed below. Details still need to be finalized.

- How will student instructional needs be determined and documented?
- What methods will be used to determine competency, granting credit, and promoting students to a higher grade during remote learning?
- What are attendance requirements for remote learning? How will we document student participation in remote learning opportunities?
- How will we progress monitor students in remote learning?
- What is the plan to ensure equitable access to quality interaction through remote learning?
- What professional development activities will be offered to teachers to ensure remote learning is successful?

The final plan will be presented to the Board at the August 20<sup>th</sup> Board Meeting. Building principals will share details with parents once they are finalized.

## **SUPERINTENDENT'S REPORT** (continued)

### **A. SUPERINTENDENT** (continued)

#### **\*3. Revised School Calendar for 2020-2021 School Year**

##### **Resolution 20-08-02**

Be it resolved upon the recommendation of the Superintendent that the Revised School Calendar for the 2020-2021 school year be adopted as presented in the Exhibit.

(Exhibit A)

#### **4. Donation Agreement**

**20-08-03** Moved by Mr. Roberts that the Donation Agreement between the Strongsville City School District and Raising Cane's be approved as listed in the Exhibit, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

(Exhibit B)

### **B. STUDENT SERVICES**

#### **\*1. Education Alternatives Service Agreement (001-General Fund)**

##### **Resolution 20-08-04**

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into a tuition/excess cost agreement with Education Alternatives for placement of students with disabilities for the 2020-2021 school year.

(Exhibit C)

#### **\*2. Education Alternatives Student Transportation Agreement (001-General Fund)**

##### **Resolution 20-08-05**

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into a Student Transportation Agreement with Education Alternatives. This agreement engages Education Alternatives to provide transportation services for the District's students enrolled at Education Alternatives' school locations during the 2020-2021 school year.

(Exhibit D)

#### **\*3. KidsLink School, LLC (001-General Fund)**

##### **Resolution 20-08-06**

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into a contract with KidsLink School, LLC, for placement of a student with disabilities for the 2020-2021 school year, at a cost of \$81,000.00, per the attached Exhibit.

(Exhibit E)

## **SUPERINTENDENT'S REPORT** (continued)

### **B. STUDENT SERVICES** (continued)

#### **\*4. KidsLink School, LLC (001-General Fund)**

##### **Resolution 20-08-07**

Be it further resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into another contract with KidsLink School, LLC, for placement of a student with disabilities for the 2020-2021 school year, at a cost of \$81,000.00, per the attached Exhibit.

(Exhibit F)

#### **\*5. KidsLink School, LLC (001-General Fund)**

##### **Resolution 20-08-08**

Be it further resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into a contract with KidsLink School, LLC, for placement of a student with disabilities for the 2020-2021 school year, at a cost of \$81,000.00, per the attached Exhibit.

(Exhibit G)

#### **\*6. Cleveland Clinic Lerner School for Autism (001-General Fund)**

##### **Resolution 20-08-09**

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into an agreement with Cleveland Clinic Children's Hospital for Rehabilitation, on behalf of its Lerner School for Autism, for a student with disabilities for the 2020-2021 school year.

(Exhibit H)

### **C. HUMAN RESOURCES**

#### **\*1. Resignation – Certificated Supplemental Contract (001-General Fund)**

##### **Resolution 20-08-10**

Be it resolved upon the recommendation of the Superintendent that the following certificated resignation be accepted:

Michael Rodak, Assistant Football Coach, assigned to Strongsville High School. Effective July 15, 2020.

##### **Resignations – Non-Certificated Supplemental Contracts (001-General Fund)**

Be it resolved upon the recommendation of the Superintendent that the following non-certificated resignations be accepted:

Eric Fox, Assistant Football Coach, assigned to Strongsville High School. Effective July 15, 2020.

Randy Knapp, Assistant Football Coach, assigned to Strongsville High School. Effective July 22, 2020.



## **SUPERINTENDENT'S REPORT** (continued)

### **C. HUMAN RESOURCES** (continued)

#### **\*2. Appointments – Non-Certificated – Athletic Supplemental Contracts (001-General Fund)**

##### **Resolution 20-08-11**

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be hired for the 2020-2021 school year based upon receipt of clear FBI/BCI background check, Fundamentals of Coaching, Concussion Certificate, CPR/AED, Lindsay's Law, and Pupil Activity Permit. These contracts have been offered to those employees of the District who have a certificate of a type described in Section 3319.08 of the Ohio Revised Code and no such employee qualified to fill this position has accepted it. Be it further resolved that these limited contracts be non-renewed for the 2021-2022 school year and that, to comply with Ohio Revised Code, Section 3319.11, the required written notification of the intention to non-renew be included in the limited contract. Salary to be paid prorated over the applicable athletic season.

Layne O'Conner  
Jesse Robinson

Assistant Football Coach, SHS  
Assistant Football Coach, SHS

#### **\*3. Changes in Status – Certificated – Supplemental Contracts – Extended Time (001-General Fund)**

##### **Resolution 20-08-12**

Be it resolved upon the recommendation of the Superintendent that the following certificated supplemental contracts for extended time be changed. Salary to be prorated. Effective for the 2020-2021 school year.

Heather Coblentz  
Kristen Gerber  
Megan Sislowksi

From 5 days to 8 days  
From 0 days to 5 Days  
From 8 days to 0 days

#### **\*4. Changes in Status – Non-Certificated (001-General Fund)**

##### **Resolution 20-08-13**

Be it resolved upon the recommendation of the Superintendent that the following non-certificated changes in status be approved:

Michalan Capitoni, Custodian, from 7 hours per day to 8 hours per day. No change to days per year or hourly rate. Effective June 1, 2020. Replacement for Janice Angus.

Joyce Smith, from Monitor, 3 hours per day, 189 days per year to Mild Moderate Aide, 6 hours per day, 189 days per year, salary to be Step F at \$19.05 per hour. Effective August 17, 2020. Replacement for Christine Cuppage.

**SUPERINTENDENT'S REPORT** (continued)

**C. HUMAN RESOURCES** (continued)

**\*5. Salary Upgrades – Certificated (001-General Fund)**

**Resolution 20-08-14**

Be it resolved upon the recommendation of the Superintendent that the salary of the following certificated personnel be upgraded due to submission of grades and/or verification of experience:

Patrick Allen	From BA/0 to BA 30/1
Allison Benson	From BA/0 to BA 15/3
Sean Harnish	From BA/0 to MA 30/5
Rochelle Hart-Walker	From BA/0 to MA/1
Christine Kvaka	From BA/0 to BA 15/2
Samuel Lawrence	From MA/0 to MA/5
Lilly Makee	From BA/0 to BA/1
Jenger Schmursal	From BA/0 to MA/5
Brianne Tabar	From BA/0 to MA/2
Alison Wojtowicz	From BA/0 to MA/5
Bradley Zahar	From BA/0 to BA/2

**\*6. Leave – Disability – Non-Certificated**

**Resolution 20-08-15**

Be it resolved upon the recommendation of the Superintendent that the following non-certificated disability medical leave be approved:

Janice Angus	June 1, 2020 to May 31, 2024
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**\*7. Medical Leave – Administrative**

**Resolution 20-08-16**

Be it resolved upon the recommendation of the Superintendent that the following administrative medical leave be approved:

Andy Trujillo (FMLA)	July 16, 2020 to October 8, 2020 Intermittent
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**\*8. Unpaid Leave – Certificated**

**Resolution 20-08-17**

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be granted an unpaid leave for the 2020-2021 school year:

Samantha Gaul (Parental)	Year 1 (2020-2021 School Year)
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## **SUPERINTENDENT'S REPORT** (continued)

### **D. TECHNOLOGY**

#### **1. Technology Upgrades (001-General Fund)**

**20-08-18** Moved by Mr. Roberts that the Board of Education approves the purchase of Chromebooks and Google Chrome Management Licenses, in an amount not to exceed \$125,000.00, through vendors with available stock. All Board of Education purchasing policies will be adhered to, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

### **E. BUSINESS SERVICES - ADDENDUM**

#### **1. Purchase of Student Desks for Elementary Buildings (001-General Fund) (Addendum)**

**20-08-19** Moved by Mr. Roberts that the Board of Education approves the purchase of four hundred and sixty (460) student desks for all District elementary buildings from Shiffler Equipment, at a total cost of \$72,700.00. Funding to be from the General Fund-New Equipment, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

(Exhibit K)

#### **2. Purchase of Student Desks for Middle School (001-General Fund) (Addendum)**

**20-08-20** Moved by Mr. Roberts that the Board of Education approves the purchase of three hundred and fifty (350) student desks for the middle school from School Specialty, at a total cost of \$53,235.00. Funding to be from the General Fund-New Equipment, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

(Exhibit L)

Mr. Anagnostou mentioned there is a possibility the District may receive funds from the Corona Virus Relief Fund. If received, these funds may be used for the purchase of the needed furniture.

### **CONSENT CALENDAR**

**20-08-21** Moved by Mr. Roberts to approve the Consent Calendar, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Buckner-Sallee, yes;  
Mrs. Bissell, yes; Mr. Micko, yes.  
Motion carried 5-0

## **BOARD POLICIES**

### **A. First Reading**

Revised Policy 1520 – Employment of Administrators  
Revised Policy 2370 – Educational Options  
Revised Policy 2464 – Gifted Education and Identification  
Revised Policy 3120 – Employment of Professional Staff  
Revised Policy 3120.04 – Employment of Substitutes  
Revised Policy 3120.05 – Employment of Personnel in Summer School and Adult Education Programs  
Revised Policy 3120.08 – Employment of Personnel for Co-Curricular/Extra-Curricular Activities (Professional Staff)  
Revised Policy 4120 – Employment of Classified Staff  
Revised Policy 4120.08 – Employment of Personnel for Co-Curricular/Extra-Curricular Activities (Classified Staff)  
Revised Policy 4124 – Employment Contract  
Revised Policy 4162 – Drug and Alcohol Testing of CDL License Holders and Other Employees Who Perform Safety-Sensitive Functions  
Revised Policy 5420 – Reporting Student Progress  
Revised Policy 5460 – Graduation Requirements  
New Policy 5460.02 – Students at Risk of Not Qualifying for a High School Diploma  
Revised Policy 6107 – Authorization to Accept and Distribute Electronic Records and to Use Electronic Signatures  
New Policy 6108 – Authorization to Make Electronic Fund Transfers  
New Policy 8420.01 – Pandemics and Other Medical Emergencies  
Revised Policy 8450 – Control of Casual-Contact Communicable Diseases

### **B. First Reading (second and third readings waived)**

New Policy 8450.01 – Protective Facial Coverings During Pandemic/Epidemic Events

**20-08-22** Moved by Mr. Roberts to waive the second and third readings of New Policy 8450.01 – Protective Facial Coverings during Pandemic/Epidemic Events, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

## **BOARD LIAISON AND COMMITTEE APPOINTMENTS/REASSIGNMENTS FOR THE REMAINDER OF ONE-YEAR TERM FOR CALENDAR YEAR 2020**

A. Business Advisory Council Committee – Laura Wolfe-Housum

B. Legislation – Sherry Buckner-Sallee

**20-08-23** Moved by Mr. Roberts to approve the Board Liaison and Committee appointments/reassignments for the remainder of the one-year term for calendar year 2020 as listed above, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

## **BOARD OF EDUCATION / OTHER**

### **A. Board Member Training**

#### **1. New Board Member Training**

**20-08-24** Moved by Mr. Roberts that the Strongsville City Schools Board of Education grants approval for Michelle Bissell and Laura Wolfe-Housum to have attended the Board member training “NE Board Member 101: Survival Kit for Your First 90 Days in Office,” on January 11-12, 2020, at the Cleveland Marriott East, Warrensville Heights, Ohio. The cost to attend was \$285.00 per person, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

#### **2. Mental Health and Social Emotional Learning Summit**

**20-08-25** Moved by Mr. Roberts that the Strongsville City Schools Board of Education grants approval for Michelle Bissell and Laura Wolfe-Housum to have attended the Mental Health and Social Emotional Learning Summit on February 25, 2020, at the Columbus Convention Center. There was no cost to attend this summit, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

### **B. Board Member Training Expenses**

#### **1. Reimbursable Expenses – New Board Member Training, January 11-12, 2020**

**20-08-26** Moved by Mr. Roberts that the Strongsville City Schools Board of Education approves Michelle Bissell’s and Laura Wolfe-Housum’s reimbursable expenses as outlined in the Exhibit, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

(Exhibit I)

#### **2. Reimbursable Expenses–Mental Health and Social Emotional Learning Summit, February 25, 2020**

**20-08-27** Moved by Mr. Roberts that the Strongsville City Schools Board of Education approves Michelle Bissell’s and Laura Wolfe-Housum’s reimbursable expenses as outlined in the Exhibit, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

(Exhibit J)

## **BOARD OF EDUCATION / OTHER**

Mr. Micko reminded the community that the sales tax holiday begins this Friday at midnight through midnight on Sunday.

Mr. Anagnostou shared that the OSBA Annual Conference will be virtual this year. Once details are received, it will be placed on the agenda to determine a delegate and alternate.

## **EXECUTIVE SESSION**

**20-08-28** Moved by Mr. Roberts to enter into Executive Session to review negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment and to consider the employment or dismissal of a public employee, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

Entered into Executive Session at 8:50 p.m.

Resumed public session at 10:14 p.m.

## **ADJOURNMENT**

**20-08-29** Moved by Mr. Roberts to adjourn the Strongsville Board of Education Regular Work Session, seconded by Mrs. Housum and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Housum, yes; Mrs. Bissell, yes;  
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.  
Motion carried 5-0

Meeting adjourned at 10:15 p.m.

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Richard O. Micko, President

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George K. Anagnostou, Treasurer



# STRONGSVILLE CITY SCHOOLS

## EXCELLENCE IN ACADEMICS, ARTS AND ATHLETICS

### REVISED 2020 - 2021 SCHOOL CALENDAR



Holiday - No School

Parent/Teacher Conferences (after school)

End of Grading Period

Teacher Day - No School

Early Release Day

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

Aug 14 - New Teacher Orientation  
Aug 17-21 - Pro-D Days  
Aug 24 - 1st Day for Students

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

Sept 7 - Labor Day - NO SCHOOL  
Sept 30 - Gr. 9-12 Parent/Teacher Conf. - School in Session

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

Oct 1 - Gr. PK-5 Parent/Teacher Conf. - School in Session  
Oct 6 - Gr. 6-12 Parent/Teacher Conf. - School in Session  
Oct 7 - Gr. PK-8 Parent/Teacher Conf. - School in Session  
Oct 9 - Conference Comp Day - NO SCHOOL  
Oct 16 - End of 1st Quarter (Gr. 6-12)  
Oct 23 - Early Release

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

Nov 3 - Election Day & Pro-D Day - NO SCHOOL  
Nov 13 - Trimester Ends (Gr. K-5)  
Nov 25-27 - Thanksgiving Break - NO SCHOOL

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

Dec 17 - Semester Ends (Gr. 6-12)  
Dec 18 - Records Day - NO SCHOOL  
Dec 21-31 - Winter Break - NO SCHOOL

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

Jan 1 - Winter Break - NO SCHOOL  
Jan 4 - School Resumes  
Jan 18 - Martin Luther King Day - NO SCHOOL

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

Feb 2 - Gr. PK-5 Parent/Teacher Conf. - School in Session  
Feb 3 - Gr. 9-12 Parent/Teacher Conf. - School in Session  
Feb 10 - Gr. PK-8 Parent/Teacher Conf. - School in Session  
Feb 11 - Gr. 6-12 Parent/Teacher Conf. - School in Session  
Feb 15 - Presidents' Day - NO SCHOOL  
Feb 26 - Trimester Ends (Gr. K-5)

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

Mar 15 - Pro-D Day - NO SCHOOL  
Mar 12 - End of 3rd Quarter (Gr. 6-12)  
Mar 26 - Early Release

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

Apr 2 - Good Friday - NO SCHOOL  
Apr 5-9 - Spring Break - NO SCHOOL

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

May 28 - Last Day of School-Early Release  
May 29 - End of Grading Period (All Grades)  
May 30 - High School Commencement  
May 31 - Memorial Day

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

June 1 - Conference Comp Day - NO SCHOOL

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

July 4 - Independence Day Holiday

**DONATION AGREEMENT**

This Donation Agreement ("Agreement") is made and entered into this 6th day of August, by and between the Strongsville City School District Board of Education ("Board") of 18199 Cook Avenue, Strongsville, Ohio 44136, and Raising Cane's ("Donor") of 14356 Pearl Road, Ohio 44136. The Board, Donor, and Athletic Boosters shall be collectively referred to as the "Parties".

WHEREAS, the Donor has proposed a gift of Thirty Thousand and 00/100 Dollars (\$30,000) to the Board; and

WHEREAS, the Board desires to accept the donation and provide the Donor with appropriate recognition for this gift; and

WHEREAS, the purpose of this Agreement is to set forth the conditions of the Donor's gift and to memorialize the Board's acceptance of the same, pursuant to Ohio Revised Code §§3313.17 and 3313.36.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

SECTION 1. The Donor agrees to make a cash gift of Thirty Thousand and 00/100 Dollars (\$30,000) to the Board in three (3) annual installments of \$10,000 per installment, payable over a term of three years. For the annual installments, \$5,000 is due no later than September 1, 2020. For the remaining \$5,000 for 2020-21 and \$10,000 for 2021-22 and 2022-23, the Donor may complete fundraisers at their establishment and/or make a cash gift to the Board to fund the remaining donation equaling \$10,000 per year. The remaining balance of the annual installment is due no later than August 31st of each year beginning with August 2021 and concluding August 2023. The Donor places no limitations or other requirements on the Board's use of any of the above cash gifts.

SECTION 2. The Board agrees that the digital scoreboards in the main gymnasium of Strongsville High School shall air a thirty second advertisement/commercial for the Donor at high school, middle school, and youth athletic events in this venue during the fall and winter sports seasons. The Board is not required to continue this benefit to the Donor after August 31, 2023.

SECTION 3. The Board agrees that the Donor will be advertised a minimum of five (5) times per applicable athletic event on the Fan App. The Board is not required to continue this benefit to the Donor after August 31, 2023

SECTION 4. The Board agrees that the Donor shall have a thirty second advertisement/commercial on the Mustang Radio channel at all high school athletic events at Strongsville High School during the fall and winter sports seasons. The Board is not required to continue this benefit to the Donor after August 31, 2023

SECTION 5. The Board agrees that the Donor shall have a thirty second advertisement/commercial read over the PA system at all home varsity football games at Strongsville High School. The Board is not required to continue this benefit to the Donor after

August 1, 2023.

SECTION 6. The Board agrees that the Donor's logo shall be placed on all paper tickets sold for high school athletic events at Strongsville High School during the fall and winter sports seasons. If paper tickets are no longer utilized, a digital option will be utilized if available from the online ticket provider. The Board is not required to continue this benefit to the Donor after August 31, 2023

SECTION 7. The Board agrees that if live streaming of athletic events occurs during the life of this agreement, the Donor's logo shall be displayed on the livestream for a minimum of one (1) quarter during all live streamed home athletic events hosted at Strongsville High School during the fall, winter, and spring sports seasons if the live streaming technology can support this advertising and it is legally permissible for schools. The Board is not required to continue this benefit to the Donor after August 31, 2023.

SECTION 8. The Donor shall be recognized as a lead sponsor for the Strongsville Athletic *Booster Night at the Races and Golf Outing*. The Boosters is not required to continue this benefit to the Donor after August 31, 2023

SECTION 9. The Donor shall be recognized as a hole sponsor for the Strongsville Athletic *Booster Golf Outing*, have the Donor's logo placed on all golf outing t-shirts, and be provided one foursome to participate in the outing. The Boosters is not required to continue this benefit to the Donor after August 31, 2023

SECTION 10. In the event the Donor fails to provide any of the donations that the Donor has promised under the terms and conditions of this Agreement, including but not limited to the cash gifts contained in Section 1, the Board reserves the right to terminate this Agreement. Such termination shall the revocation of all rights and benefits granted to the Donor under this Agreement. Donor indemnifies and holds harmless the Board and its agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs), arising out of this Agreement, including but not limited to any termination under this Section.

SECTION 11. This Agreement shall ensure to the benefit of and shall be binding in accordance with its terms upon the Board and the Donor and their respective and permitted successors and assigns. This Agreement may not be assigned by the Board or the Donor.

SECTION 12. This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement.

IN WITNESSETH WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

RAISING CANE'S

By: \_\_\_\_\_  
Michelle Bellanger, Raising Cane's

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

STRONGSVILLE CITY SCHOOL DISTRICT

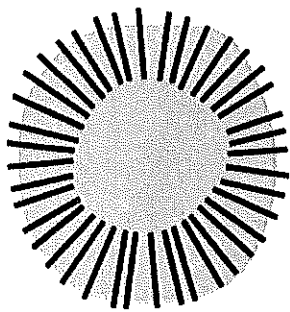
By: \_\_\_\_\_  
Richard Micko, President of the Board

By: \_\_\_\_\_  
Dr. Cameron M. Ryba, Superintendent

By: \_\_\_\_\_  
George K. Anagnostou, Treasurer

By: \_\_\_\_\_  
Dan Martin, Athletic Booster President

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



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## SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on \_\_\_\_\_ 2020, between **Strongsville City School District** (the "District"), an Ohio Public School, chartered under Chapter 3311 of the Ohio Revised Code, and **Education Alternatives ("EA")**, an Ohio nonprofit corporation, with offices at 5445 Smith Road, Cleveland, OH 44142 (the "Parties").

## BACKGROUND

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

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

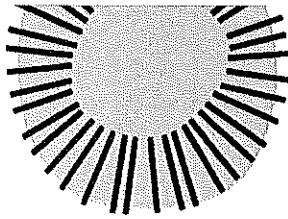
WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2020-2021 school year;

The Parties agree as follows:

### 1. EA Programming.

A. The District has the choice of five programs, depending upon the individual student's needs and the student's Individual Education Placement ("IEP") team determination.

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



**EA** education  
alternatives

behavior management for children ages 3-5.

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

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

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

3. **Term.** The term of this Agreement shall begin August 24th, 2020 and will automatically expire June 30th, 2021.

4. **Rates and Billing.**

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

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

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

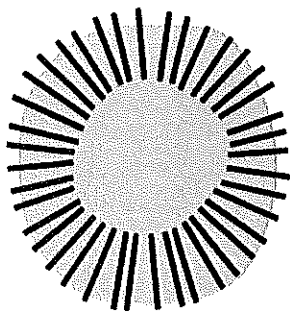
5. **Termination Of A Student's Placement.**

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

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

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





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

**6. Education Records.**

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

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

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

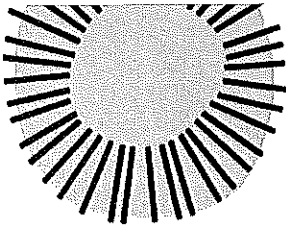
**7. Background Checks And Teacher Licenses.**

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

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

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

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

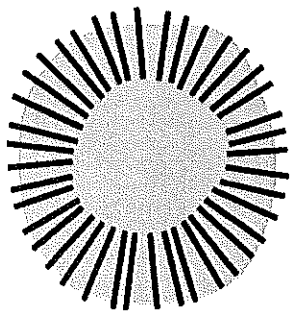


EA education  
alternatives

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

**10. Miscellaneous.**

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



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

**EDUCATION ALTERNATIVES**

**Strongsville City School District**

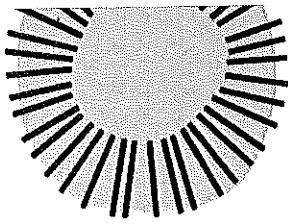
By:

Gerald Swartz, Executive Director

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

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

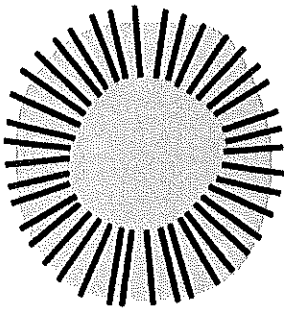
Title: \_\_\_\_\_



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**Exhibit A**  
**Education Alternatives Per Diem Rates 2020-2021**

<b>Day Treatment Program</b> CARF-accredited educational and therapeutic program.	\$212 per day \$252 per day, Non-Medicaid
<b>One-on-One Aide</b> Individualized services available in accordance with the student's IEP.	\$152 per day
<b>ECHO Program</b> Computer-based dropout prevention program.	\$45/per half day, <4 hours \$90/Full-Day, >4 hours
<b>VisionQuest</b> Transitional job training program for young adults with Autism/DD at EA Ravenna.	\$150 per day
<b>Plato Pre-School</b> Early childhood program at EA Ravenna.	\$125 per day
<b>Coral Autism Program</b> Specialized program for students on the autism spectrum.	\$230 per day



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**STUDENT TRANSPORTATION AGREEMENT**

This Student Transportation Agreement (the “Agreement”) is entered into on \_\_\_\_\_, 2020, between **Strongsville City Schools** (the “District”), an Ohio public school, chartered under Chapter 3311 of the Ohio Revised Code, and **EDUCATION ALTERNATIVES**, an Ohio nonprofit 501(c)(3) corporation, (“EA”).

**BACKGROUND**

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

WHEREAS, this Agreement engages EA to provide transportation services for the District during the 2020-2021 school year;

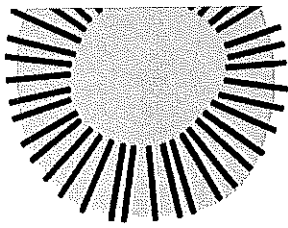
**THE PARTIES AGREE AS FOLLOWS:**

**1. Scope Of Services:** EA shall:

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

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

- a. EA’s vehicles satisfy the safety requirements of the Ohio Department of Education, including following a structured preventative maintenance schedule for all vehicles;
- b. EA drivers are trained and certified through the Ohio Department of Education, and meet the Ohio Department of Education’s ongoing requirements of having a current driver’s license;
- c. EA employees providing services under this Agreement have satisfied applicable criminal records, background checks and hiring restrictions, imposed by law, including the requirements of ORC §§ 3319.39 and 3319.392; and



**EA** education  
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3. **Term Of The Agreement.** This Agreement will commence August 24, 2020 and expire on June 30, 2021 (the "Term"). This Agreement will not automatically renew at the expiration of the Term.

4. **Daily Rates, Billing And Payment.**

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

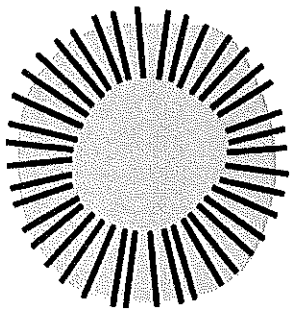
5. **Insurance.**

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

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

7. **Independent Contractor Relationship.** All persons directly or indirectly employed by EA to perform the services under this Agreement shall at all times during the performance of the services be and remain

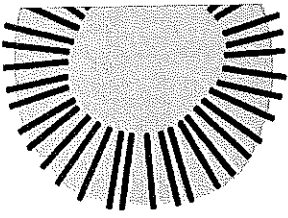




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employees or agents of EA, and at no time shall they be employees or agents of the District. Accordingly, EA shall be solely responsible for payment of any and all contributions, taxes or penalties now or hereafter imposed under any local, county, state or federal law due on account of EA's employees or agents, including but not limited to taxes and/or contributions for social security, Medicare, worker's compensation, unemployment and retirement.


8. **Waiver.** No waiver of any condition, covenant or breach of this Agreement by either party will imply or constitute a further waiver of the same or any other condition or covenant.
9. **Severability.** All agreements and covenants contained in this Agreement are severable and in the event that any of them are held invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements and covenants were not contained herein.
10. **Entire Understanding.** This Agreement sets forth the entire understanding between the parties with respect to all matters referred to herein, and may not be changed or modified except by an instrument in writing, signed by both parties.
11. **Exhibits.** All exhibits, amendments, addenda, or attachments, attached to this Agreement are fully incorporated and made a part by this reference.
12. **Captions.** The captions used as headings for the various sections of this Agreement are used as a matter of convenience for reference purposes only.
13. **Governing Law.** The construction, validity and performance of this Agreement shall be governed in all respects by the law of the State of Ohio, without regard to its conflicts of laws provision.
14. **Approval.** This contract shall be subject to the written approval of the District's authorized representative and shall not be binding until so approved.



**EA** education  
alternatives

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

**EDUCATION ALTERNATIVES**

By:   
Gerald Swartz, Executive Director

**THE DISTRICT**

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

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



KidsLink School  
899 Frost Road  
Streetsboro, OH 44241  
330-963-8600  
www.kidslinkohio.com

### KIDSLINK SCHOOL DISTRICT CONTRACT

#### RECITALS

This Placement Contract (hereinafter "Agreement ") is made by and between the KidsLink School, LLC and Strongsville School District. Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, Strongsville School District agrees to purchase therapeutic services (hereinafter "placement") from KidsLink School for the student.

WHEREAS, KidsLink School is qualified and willing to provide services to the student.

#### AGREEMENT

##### Services:

The Strongsville School District's team responsibility is to evaluate and provide the most up to date "ETR" and "IEP" prior to placement of the student. The district may contract with KidsLink School separately in order to assist with the assessment and comprehensive evaluation for an additional fee. Upon placement of the student, the district will continue to be responsible for the three year comprehensive "ETR" assessment.

KidsLink School shall provide a placement for the student to include individual weekly therapy in the areas of academics, direct therapies as listed in the IEP as well as behavior management. The development and implementation of the above services, being presented in an individualized education program "IEP", are the mutual responsibility of KidsLink School and The District. Excluded are any other services not mentioned in this contract.

There is a minimum of a 15 hour program development/initiation fee and up to 15 hour transition fee to assist with transition out of the program when the IEP team determines it is appropriate that is billed at the rate of \$165 per hour. Additional hours beyond this described amount will be discussed by the team prior to accruing or billing for any of these hours.

KidsLink School's overall goal, where possible, is to transition students back to their home district per the IEP team support. With this goal in mind KidsLink would request access to general education student materials (i.e. books, curriculum and related supports) for the collaborating age/grade level of the student enrolled to appropriately prepare them to transition.

Upon placement of the student, the student and their family will operate under the KidsLink School policies and practices which include a heavy emphasis on behavior management.

**Communication:**

As part of KidsLink School's primary obligation to provide the most appropriate therapeutic, behavioral and academic services to the student, communication between the family and KidsLink School is very important.

KidsLink School will be providing the family with daily communication notes, as well as quarterly reports pertaining to the progress of the child in his therapeutic, behavioral and academic services. The family and the district may also request communication via email and phone calls at the discretion of the KidsLink School Staff. Observations of the classroom may be requested by the family and school district on a monthly basis (1 hour in length).

The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

**Term:** Placement shall begin September 1, 2020 and end August 31, 2021. Dates of services are identified by the adopted KidsLink School Calendar reflecting 200 days of services in the school year from

9/1/2020 to 8/31/2021. At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice, unless there are clear identified behaviors causing significant danger or injury to staff or students for which the district and the family has been aware of for at least 2 weeks

**Program Staffing:** KidsLink School reserves the right to determine the appropriate and suitable staffing personnel for the child. Any staff changes are at KidsLink's sole discretion and determination and without prior notice of any changes or decisions.

There can be no guarantees pertaining to the integrity or outcomes of services. KidsLink School cannot guarantee the effectiveness of the outcomes of the programming implemented, but will be sure to provide quarterly documentation of progress for review.

Compensation: The total amount per student is as follows:

- \$81,000.00/year
- \$ 6,750.00/month
- \$ 405.00/day (On site and Virtual)

Which will be billed in (12 ) Installments of \$6,750.00. 1st invoice will be September 1, 2020. Invoices will be sent on the 15th of the previous month with payment due by the 15<sup>th</sup> of the month of service. There will be a \$100 discount for payments postmarked by the 1<sup>st</sup> of each month. The final bill for this contract will be August 1<sup>st</sup> of 2021.

All checks shall be made payable to KidsLink School, LLC and be addressed to 899 Frost Road, Streetsboro, OH 44241.

Termination. Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

Entire Agreement. This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of this agreement between KidsLink and the District supersede any other agreement for educational services to be provided to the applicable student during the term of this agreement.

Governing Law. This Agreement is made in Portage County Ohio and shall be governed by the laws of Ohio.



KidsLink School, LLC – DIRECTOR

\_\_\_\_6/23/2020\_\_\_\_  
Date

\_\_\_\_\_  
Strongsville School District's Representative  
By:

\_\_\_\_\_  
Date



KidsLink School  
899 Frost Road  
Streetsboro, OH 44241  
330-963-8600  
www.kidslinkohio.com

### KIDSLINK SCHOOL DISTRICT CONTRACT

#### RECITALS

This Placement Contract (hereinafter "Agreement ") is made by and between the KidsLink School, LLC and Strongsville School District. Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, Strongsville School District agrees to purchase therapeutic services (hereinafter "placement") from KidsLink School for the student.

WHEREAS, KidsLink School is qualified and willing to provide services to the student.

#### AGREEMENT

##### Services:

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KidsLink School shall provide a placement for the student to include individual weekly therapy in the areas of academics, direct therapies as listed in the IEP as well as behavior management. The development and implementation of the above services, being presented in an individualized education program "IEP", are the mutual responsibility of KidsLink School and The District. Excluded are any other services not mentioned in this contract.

There is a minimum of a 15 hour program development/initiation fee and up to 15 hour transition fee to assist with transition out of the program when the IEP team determines it is appropriate that is billed at the rate of \$165 per hour. Additional hours beyond this described amount will be discussed by the team prior to accruing or billing for any of these hours.

KidsLink School's overall goal, where possible, is to transition students back to their home district per the IEP team support. With this goal in mind KidsLink would request access to general education student materials (i.e. books, curriculum and related supports) for the collaborating age/grade level of the student enrolled to appropriately prepare them to transition.

Upon placement of the student, the student and their family will operate under the KidsLink School policies and practices which include a heavy emphasis on behavior management.

**Communication:**

As part of KidsLink School's primary obligation to provide the most appropriate education to the student, communication between the family and KidsLink School is very important.

KidsLink School will be providing the family with daily communication notes, as well as quarterly reports pertaining to the progress of the child in his education. The family and the district may also request communication via email and phone calls at the discretion of the KidsLink School Staff. Observations of the classroom may be requested by the family and school district on a monthly basis (1 hour in length). The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

**Term:** Placement shall begin September 1, 2020 and end August 31, 2021. Dates of services are identified by the adopted KidsLink School Calendar reflecting 200 days of services in the school year from

9/1/2020 to 8/31/2021. At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice, unless there are clear identified behaviors causing significant danger or injury to staff or students for which the district and the family has been aware of for at least 2 weeks

**Program Staffing:** KidsLink School reserves the right to determine the appropriate and suitable staffing personnel for the child. Any staff changes are at KidsLink's sole discretion and determination and without prior notice of any changes or decisions.

There can be no guarantees pertaining to the integrity or outcomes of services. KidsLink School cannot guarantee the effectiveness of the outcomes of the programming implemented, but will be sure to provide quarterly documentation of progress for review.

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All checks shall be made payable to KidsLink School, LLC and be addressed to 899 Frost Road, Streetsboro, OH 44241.

**Termination.** Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

**Drafting of Agreement.** Both parties contributed equally in the drafting of the Agreement.

**Entire Agreement.** This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of this agreement between KidsLink and the District supersede any other agreement for educational services to be provided to the applicable student during the term of this agreement.

**Governing Law.** This Agreement is made in Portage County Ohio and shall be governed by the laws of Ohio.



KidsLink School, LLC – DIRECTOR

6/23/2020  
Date

Strongsville School District's Representative  
By:

Date





KidsLink School  
899 Frost Road  
Streetsboro, OH 44241  
330-963-8600  
www.kidslinkohio.com

### KIDSLINK SCHOOL DISTRICT CONTRACT

#### RECITALS

This Placement Contract (hereinafter "Agreement ") is made by and between the KidsLink School, LLC and Strongsville City School District. Both parties enter into this Agreement for the purpose of meeting the educational needs and providing the necessary services of the Individual Educational Plans of the student identified in section 3 below.

WHEREAS, Strongsville City School District agrees to purchase therapeutic services (hereinafter "placement") from KidsLink School for the student.

WHEREAS, KidsLink School is qualified and willing to provide services to the student.

#### AGREEMENT

##### Services:

The Strongsville City School District's team responsibility is to evaluate and provide the most up to date "ETR" and "IEP" prior to placement of the student. The district may contract with KidsLink School separately in order to assist with the assessment and comprehensive evaluation for an additional fee. Upon placement of the student, the district will continue to be responsible for the three year comprehensive "ETR" assessment.

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The time and date of observations are at the discretion of the KidsLink School Staff. Additional home visits may be requested quarterly by the family.

**Term:** Placement shall begin September 1, 2020 and end August 31, 2021. Dates of services are identified by the adopted KidsLink School Calendar reflecting 200 days of services in the school year from

9/1/2020 to 8/31/2021. At any time, should either party under this agreement be dissatisfied with any services rendered, they have the right to withdraw from the agreement providing they submit a thirty (30) day notice, unless there are clear identified behaviors causing significant danger or injury to staff or students for which the district and the family has been aware of for at least 2 weeks

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Compensation: The total amount per student is as follows:

- \$81,000.00/year
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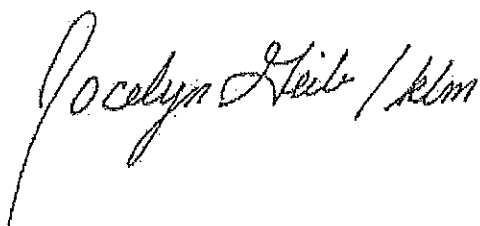
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All checks shall be made payable to KidsLink School, LLC and be addressed to 899 Frost Road, Streetsboro, OH 44241.

Termination. Either party may terminate this Agreement at any time with 30 days written notice. Payment prior to services being provided is not a guarantee that this contract will continue or cannot be terminated. Upon termination, a final billing or refund will be processed based on the actual weeks of services provided.

Entire Agreement. This Agreement contains the entire agreement between both parties. Any and all amendments to this Agreement must be made in writing and signed by the two parties. The terms of this agreement between KidsLink and the District supersede any other agreement for educational services to be provided to the applicable student during the term of this agreement.

Governing Law. This Agreement is made in Portage County Ohio and shall be governed by the laws of Ohio.



KidsLink School, LLC -- DIRECTOR

6/23/2020  
Date

\_\_\_\_\_  
Strongsville City School District's Representative

\_\_\_\_\_  
Date

CLEVELAND CLINIC LERNER SCHOOL FOR AUTISM  
Cleveland Clinic Children's Hospital for Rehabilitation  
**2020–2021 School Tuition Agreement with School System**  
STRONGSVILLE CITY SCHOOL DISTRICT

This School Tuition Agreement ("AGREEMENT") dated this eighth day of June 2020, is between Strongsville City School District Board of Education in the State of Ohio ("SENDING DISTRICT") and Cleveland Clinic Children's Hospital for Rehabilitation, on behalf of its Lerner School for Autism, a non-public school for children with autism spectrum and related disorders located in the State of Ohio ("NON-PUBLIC SCHOOL").

WITNESSETH:

In consideration of the covenants herein contained, the parties agree as follows:

1. The SENDING DISTRICT agrees to purchase from the NON-PUBLIC SCHOOL the agreed upon education services described in the individualized educational program and/or education curriculum plan ("SERVICES") for \_\_\_\_\_, resident pupil ("PUPIL") from the SENDING DISTRICT. The NON-PUBLIC SCHOOL agrees to provide SERVICES to the PUPIL during the 2020–2021 school year, inclusive of the summer of 2021, in accordance with the Individuals with Disabilities Education Act (hereafter "IDEA") (20 U.S.C. §§ 1400, *et seq.*) and the regulations promulgated thereunder and Ohio Revised Code Title XXXIII, Chapter 3323 and the regulations promulgated thereunder by the State Board of Education, as applicable. Upon placement of the PUPIL, NON-PUBLIC SCHOOL will not be responsible for, and SENDING DISTRICT will continue to be responsible for, the three year comprehensive Evaluation Team Report (ETR). PUPIL and his/her parents/guardians will comply with the NON-PUBLIC SCHOOL policies and procedures, including its Parent Handbook, which may be revised from time to time at NON-PUBLIC SCHOOL's sole discretion. The NON-PUBLIC SCHOOL reserves the right to determine the appropriate and suitable staffing personnel for PUPIL. Any staff changes are at the NON-PUBLIC SCHOOL's sole discretion and determination and without prior notice of any changes or decisions. There can be no guarantees pertaining to the integrity or outcomes of services. The NON-PUBLIC SCHOOL cannot guarantee the effectiveness of the outcomes of the programming implemented, but will provide SENDING DISTRICT with documentation of progress for review.
2. This AGREEMENT is effective as of August 17, 2020 (the "EFFECTIVE DATE") and shall continue in full force and effect until July 30, 2021, unless otherwise terminated sooner as provided herein.
3. Tuition charges under this AGREEMENT, as well as the payment of the same, shall be made in accordance with applicable Ohio Statutes and the rules and regulations of the State Board of Education.
  - A. The SENDING DISTRICT agrees to pay the NON-PUBLIC SCHOOL tuition for the term of this AGREEMENT of Eighty Thousand Eight Hundred Forty Dollars (\$80,840.00). Payments may be made according to one of the following payment options; one option must be selected below:

☒ **OPTION 1:**

One (1) payment in the amount of Seventy-Nine Thousand Two Hundred Twenty-Three Dollars and Twenty Cents (\$79,223.20), which must be paid by check and is due NO LATER than August 17, 2020. This amount represents a discount of two percent (2.0%) from the tuition charges for the term of this AGREEMENT. If payment is not received in full by August 17, 2020, then SENDING DISTRICT will make payments in accordance with Option 2 below. Notwithstanding the foregoing, if the PUPIL does not enroll at the start of the 2020–2021 school year term, tuition charges will be calculated and due for payment as described in Section 3(C).

☐ **OPTION 2:**

Eleven (11) monthly payments each in the amount of Seven Thousand Three Hundred Forty-Nine Dollars and Ten Cents (\$7,349.10) which shall be due NO LATER than the first (1<sup>st</sup>) day of each month, with the first payment due on August 1, 2020 and the final payment due on June 1, 2021. Notwithstanding the foregoing, if the PUPIL does not enroll at the start of the 2020–2021 school year term, tuition rates will be calculated and due for payment as described in Section 3(C).

- B. In the event that services beyond those listed in Section 1 of this AGREEMENT are deemed to be needed, the parties will enter into a separate agreement outlining the scope of those services and the additional compensation, if any. If SENDING DISTRICT determines that a multifactorial evaluation (MFE) is needed and wishes to engage the NON-PUBLIC SCHOOL to conduct the MFE, NON-PUBLIC SCHOOL will perform such service for an additional charge as agreed to in a separate agreement.
- C. In the event that the PUPIL does not enroll at the start of the 2020–2021 school year term, tuition charges shall be calculated as further described herein. Tuition shall commence as follows:
1. If the PUPIL's scheduled start date is on or between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day of the month, tuition shall commence on the first (1<sup>st</sup>) day of such month.
  2. If the PUPIL's scheduled start date is on or between the sixteenth (16<sup>th</sup>) day of the month and the final day of the month, tuition shall commence on the fifteenth (15<sup>th</sup>) day of such month.

In the event that the PUPIL does not enroll at the start of the 2020–2021 school year term and if payment is made according to Option 1 as outlined in Section 3(A), the tuition payment is due no later than thirty (30) days after the PUPIL's scheduled start date. In the event that the PUPIL does not enroll at the start of the 2020–2021 school year term and if payment is made according to Option 2 as outlined in Section 3(A), the first tuition payment is due prior to the PUPIL's scheduled start date and any remaining payments will be made pursuant to the applicable payment schedule as described in Section 3(A).

4. Invoices will be sent to the SENDING DISTRICT based on the tuition payment schedules outlined in Section 3 of this AGREEMENT and will include appropriate PUPIL identification. All payments are to be mailed to the following address:

Cleveland Clinic Children's Hospital for Rehabilitation – Center for Autism  
P.O. Box 931028  
Cleveland, Ohio 44193

If payments are sixty (60) days or more past due, beginning with the following calendar month, the NON-PUBLIC SCHOOL shall have the right to immediately suspend SERVICES, release the PUPIL from the NON-PUBLIC SCHOOL, and terminate this AGREEMENT immediately. NON-PUBLIC SCHOOL shall forward unpaid balances to a collection agency. Termination of this AGREEMENT shall not affect NON-PUBLIC SCHOOL's right to pursue recovery of any payments or other amounts owed under this AGREEMENT.

5. The NON-PUBLIC SCHOOL agrees to record PUPIL's attendance in a public school register as required by the rules and regulations of the Ohio State Board of Education.
6. SERVICES for PUPIL will not commence until all required enrollment forms and documents, including the execution of this AGREEMENT, are completed and returned to the NON-PUBLIC SCHOOL prior to the PUPIL's scheduled start date. All medications, if needed, must be received by the NON-PUBLIC SCHOOL prior to the PUPIL's scheduled start date.
7. Either party may terminate this AGREEMENT by providing at least thirty (30) days' prior written notice to the other party.

■ However, if the SENDING DISTRICT does not provide at least thirty (30) days' prior written notice, the NON-PUBLIC SCHOOL will charge the SENDING DISTRICT an amount based upon a termination date set at thirty (30) days after SENDING DISTRICT's actual notice date. The amount shall be calculated as follows:

1. If the PUPIL's termination date as determined by this Section 7 is on or between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day of the month, SENDING DISTRICT shall be charged, and shall be responsible for payment of, fifty percent (50%) of the monthly tuition rate for the final month.
2. If the PUPIL's termination date as determined by this Section 7 is on or between the sixteenth (16<sup>th</sup>) day of the month and the final day of the month, SENDING DISTRICT shall be charged, and be responsible for payment of, the full monthly tuition rate for the final month.

■ However, if the NON-PUBLIC SCHOOL does not provide at least thirty (30) days' prior written notice, the SENDING DISTRICT is only responsible for tuition up to and including the PUPIL's last day of attendance.

8. If the PUPIL is absent for more than five (5) consecutive days, the NON-PUBLIC SCHOOL agrees to notify the SENDING DISTRICT of such absence to allow the SENDING DISTRICT the option of investigating PUPIL's enrollment status. If the SENDING DISTRICT discovers enrollment has ceased, SENDING DISTRICT will provide written notice of the termination to the NON-PUBLIC SCHOOL and will be responsible for the amount outlined under Section 7 above. If the NON-PUBLIC SCHOOL fails to notify the SENDING DISTRICT, its right to tuition beyond the absences not communicated will be waived.

9. In the event that any dispute arises under this AGREEMENT, the parties will seek to resolve the dispute as expeditiously as possible with the understanding that the interests of the PUPIL shall be of the foremost concern in resolving such disputes.
10. In the event that the letter of approval to operate from the Ohio Department of Education is withdrawn from the NON-PUBLIC SCHOOL, this AGREEMENT shall terminate. The SENDING DISTRICT shall be responsible for the length of time the PUPIL is enrolled.
11. The parties agree to comply with all applicable laws, rules and regulations as they may be amended from time to time. In the event that any part of this AGREEMENT is determined to violate federal, state, or local laws, rules, or regulations, or NON-PUBLIC SCHOOL policy, the parties agree to negotiate in good faith revisions to the provision or provisions which are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire AGREEMENT into compliance, either party may terminate this AGREEMENT on thirty (30) days' prior written notice to the other party, or earlier if necessary to prevent noncompliance with a governmental deadline or effective date.
12. Enrollment is for full-day SERVICES. Leaves of absence from the program are typically not permitted without payment of tuition, but may be considered on an individual basis and at the sole discretion of NON-PUBLIC SCHOOL. Continued placement will be considered based on individual circumstances and at the sole discretion of NON-PUBLIC SCHOOL.
13. Any notice required or permitted to be given hereunder by either party hereunder shall be in writing and shall be deemed given on the date received if delivered personally or by a reputable overnight delivery service, or three (3) days after the date postmarked if sent by registered or certified mail, return receipt requested, postage prepaid to the following addresses:

If to SENDING DISTRICT:

Strongsville City Schools  
18199 Cook Avenue  
Strongsville, Ohio 44136  
Attn: Director of Student Services

If to NON-PUBLIC SCHOOL:

Cleveland Clinic Center for Autism  
2801 Martin Luther King Jr. Blvd.  
Cleveland, Ohio 44104  
Attn: Department Manager, Cleveland Clinic Center for Autism

14. For general communications with SENDING DISTRICT, NON-PUBLIC SCHOOL shall use the following contact information:

Pupil Services:

Name/Title:	Andy Trujillo, Director of Student Services
Mailing Address:	18199 Cook Avenue
	Strongsville, OH 44136
Phone:	(440) 572-7045
Email:	atrujillo@scsmustangs.org

**Progress Reports:**

Name/Title: Andy Trujillo, Dir. of Student Services  
Mailing Address: 18199 Cook Ave., Strongsville, OH 44136  
Phone: (440) 572-7045  
Email: atrujillo@scsmustangs.org

**Accounts Payable:**

Name/Title: George Anagnostou, Treasurer  
Mailing Address: 18199 Cook Ave., Strongsville, OH 44136  
Phone: (440) 572-7021  
Email: ganagnostou@scsmustangs.org

15. Each party shall maintain insurance for professional liability and comprehensive general liability coverage of its agents, employees, representatives, and contracted servants in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Upon request, each party shall provide the other party with documents or certificates of insurance evidencing the coverage required under this Section 15. Such liability policies shall not be canceled, reduced, or adversely modified without providing at least sixty (60) days' prior written notice to the other party.
16. During the performance of this AGREEMENT, the NON-PUBLIC SCHOOL agrees as follows:
  - A. The NON-PUBLIC SCHOOL will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or gender.
  - B. The NON-PUBLIC SCHOOL will, in all solicitations or advertisements for employees placed by or on behalf of the NON-PUBLIC SCHOOL, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or gender.
  - C. The NON-PUBLIC SCHOOL will recruit and admit children of any race, color, gender or ethnic origin to all its rights, privileges, programs and activities. In addition, the NON-PUBLIC SCHOOL will not discriminate on the basis of race, color, gender or ethnic origin in the administration of its educational programs and athletics/extracurricular activities.
  - D. The NON-PUBLIC SCHOOL shall furnish such reports or other documents to the Ohio Department of Education, Pupil Development Division, Equity Assurance and Compliance Section, as may be requested by the Department from time to time in order to carry out the purposes of applicable regulations.
17. MISCELLANEOUS.
  - A. The parties recognize that NON-PUBLIC SCHOOL is a non-profit, tax-exempt organization and agree that this AGREEMENT will take into account and be consistent with NON-PUBLIC SCHOOL's tax-exempt status. If any part or all of this AGREEMENT is determined to jeopardize the overall tax-exempt status of NON-PUBLIC SCHOOL and/or any of its



exempt affiliates or corporate members, then NON-PUBLIC SCHOOL will have the right to terminate this AGREEMENT immediately. NON-PUBLIC SCHOOL shall have ultimate control over any actions that affect its mission and tax-exempt status regardless of management of day-to-day operations.

- B. This AGREEMENT shall be construed, interpreted, and enforced in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions. The parties agree that any litigation arising out of this AGREEMENT shall be subject to the exclusive jurisdiction of the local, state, or federal courts in Cuyahoga County, Ohio.
- C. SENDING DISTRICT shall not use the name, logo, likeness, trademarks, image or other intellectual property of the NON-PUBLIC SCHOOL for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the NON-PUBLIC SCHOOL as to each such use.
- D. SENDING DISTRICT hereby represents and warrants that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs (collectively, "Debarred") and acknowledges that the NON-PUBLIC SCHOOL shall have the right to terminate this AGREEMENT immediately in the event that SENDING DISTRICT is Debarred.
- E. If Section 952 of the Omnibus Reconciliation Act of 1980, which amended Section 1861(v)(1) of the Social Security Act, and the regulations promulgated thereunder, applies to this AGREEMENT, each party will make available to the Secretary of Health and Human Services, and to the Comptroller General of the United States upon written request, such books, documents and records necessary to verify the nature and extent of the costs of the SERVICES provided hereunder. Access will be granted until the expiration of six (6) years after the furnishing of SERVICES hereunder. Access will also be granted to any books, documents or records related to this AGREEMENT between a party and organizations related to that party, but only on an as needed basis.
- F. The NON-PUBLIC SCHOOL expends a great deal of time and resources recruiting and training its employees and consultants to assure a high degree of competency and the SENDING DISTRICT agrees that, during the term of this Agreement and for one year thereafter ("Restricted Period"), it will not, either directly or indirectly, employ or attempt to employ any employee of NON-PUBLIC SCHOOL, or otherwise solicit, induce, cause or facilitate any employee of NON-PUBLIC SCHOOL to terminate his or her employment with such employer, without the written consent of NON-PUBLIC SCHOOL after reasonable notice. This restriction shall not prohibit SENDING DISTRICT from engaging in general advertising or other general solicitation not targeted at any such employee, or from hiring or employing such employee who responds to a general advertisement or general solicitation not targeted at any such employee.
- G. Neither party shall be liable to the other for failure or delay in the performance of a required obligation if such failure or delay is caused by an act of any federal, state or local governmental authority, act of God, strike, riot, fire, flood, lightning, electrical power failure,

natural disaster, or other similar cause beyond its control. Each party shall immediately provide written notice to the other of any such condition. Either party may terminate this AGREEMENT due to such condition if such force majeure continues for a period of thirty (30) days or longer.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed:

CLEVELAND CLINIC CHILDREN'S HOSPITAL  
FOR REHABILITATION

SENDING DISTRICT

\_\_\_\_\_  
Hospital Administrator/Hospital Director

\_\_\_\_\_  
Superintendent of Schools/ Board of Education  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education Treasurer

7/7/2020

NE Board Member 101: Survival kit for your first 90 days in office | Ohio School Boards Association



Ohio School Boards Association (/)



LOG IN TO YOUR ACCOUNT (/USER/LOGIN) STORE (/CATALOG)



# NE BOARD MEMBER 101: SURVIVAL KIT FOR YOUR FIRST 90 DAY IN OFFICE

The Boardmanship book is included in the workshop tuition.

There are overnight rooms available on Saturday, 1/11 for \$109 + tax. Please call the hotel directly to reserve at (216) 378-9191 by 12/27/19.

## AGENDA

### SATURDAY, JAN. 11, 2020

- 8 a.m.**                      **Registration and breakfast (provided)**
- 9 a.m.**                      **Welcome and overview**  
*Teri Morgan, senior deputy director of board and management services, OSBA*
- 9:15 a.m.**                      **OSBA regional map and activities: Introducing the regional manager**  
*Reno Contipelli, northeast regional manager, OSBA*  
Discover activities taking place near you and meet your regional manager, your guide for regional events.
- 9:45 a.m.**                      **Boardmanship: What it's really all about**  
*Teri Morgan*  
Delve into the most important aspects of board work, your role as a board member and best practices for success as a new member.  
  
Handouts ?
- 10:45 a.m.**                      **Boardmanship: Conduct and culture**  
*Teri Morgan*  
Learn strategies for working with your fellow board members and contributing to a strong, cohesive leadership team.
- 11:45 a.m.**                      **Lunch (provided)**
- 12:30 p.m.**                      **Legal resources, issues and other hot topics**  
*Van D. Keating, senior staff attorney, OSBA*  
An OSBA attorney will provide information, identify resources and answer frequently asked questions on the critical legal issues facing today's school board members.  
  
Handouts ?
- 4 p.m.**                      **Adjourn**

### SUNDAY, JAN. 12, 2020

- 8:30 a.m.**                      **Breakfast (provided)**
- 9 a.m.**                      **Why legislation and advocacy are so important**  
*Jennifer Hogue, director of legislative services, OSBA*  
Your district is affected by political leaders in Columbus, so your voice needs to be heard. Explore ways even a small district can help "educate" the legislature.  
  
Handouts ?

# EXHIBIT I

## Page 2 of 4

7/7/2020

NE Board Member 101: Survival kit for your first 90 days in office | Ohio School Boards Association

- 11 a.m.** **Break**
- 11:15 a.m.** **The OSBA website and your OSBA staff liaison: Your best resources**  
*Teri Morgan*  
Review of the information at your fingertips.
- 11:45 a.m.** **Lunch (provided)**
- 12:30 p.m.** **Keeping new board members on the right path**  
*Teri Morgan*  
Watch two videos and discuss what you've learned.
- 1:15 p.m.** **Governing through policy: A framework for success**  
*Kyle E. Lathwell, policy consultant, OSBA*  
A district's policies are its armor, protecting it in situations where subjectivity isn't the right approach.  
Handouts ?
- 3:15 p.m.** **District goal setting: How else do you know where you're going?**  
*Teri Morgan*  
Boards of education need to keep their district's vision in sight at all times and stay focused on the big picture to govern appropriately.  
Handouts ?
- 3:45 p.m.** **Questions and adjourn**

### Location

Cleveland Marriott East, Warrensville Heights

### Date and Time

Saturday, Jan. 11, 2020

9 a.m. - 4 p.m.

Sunday, Jan. 12, 2020

9 a.m. - 4 p.m.

### Links

Professional Development Policies (/professional-development-policies)

**Price:** \$285

## WORKSHOP ACCESS CODE

### Access Code

Enter the access code from your badge to view your handouts and take notes.

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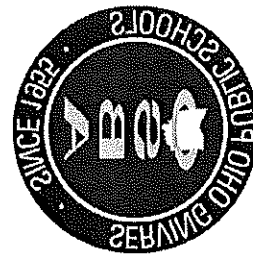
SUBMIT

*The Ohio School Boards Association*  
*Certificate of Attendance*

This certifies that **Michelle Bissell**, Board Member of Strongsville City Schools, attended the **NE Board Member 101: Survival kit for your first 90 days in office** held on 1/11/2020 and 1/12/2020 at the Cleveland Marriott East in Warrensville Heights.

Contact Hours: 11 Hours

Award of Achievement points: 15



*Jeff Chambers*

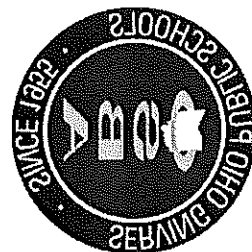
Jeff Chambers  
Director of Communication Services  
Ohio School Boards Association

*The Ohio School Boards Association*  
*Certificate of Attendance*

This certifies that **Laura Wolfe-Housum, Board Member of Strongsville City Schools**, attended the **NE Board Member 101: Survival kit for your first 90 days in office** held on **1/11/2020 and 1/12/2020** at the **Cleveland Marriott East** in **Warrensville Heights**.

Contact Hours: 11 Hours

Award of Achievement points: 15



*Jeff Chambers*

**Jeff Chambers**  
Director of Communication Services  
Ohio School Boards Association

7/7/2020

Mental Health and Social-Emotional Learning Summit | Ohio School Boards Association



Ohio School Boards Association (/)



LOG IN TO YOUR ACCOUNT (/USER/LOGIN) STORE (/CATALOG)



# MENTAL HEALTH AND SOCIAL-EMOTIONAL LEARNING SUMMIT

The capacity of the room has been reached and we are no longer accepting registrations. Sessions will be recorded and made available on the OSBA website following the event.

ATTENTION. OSBA is recording the general and breakout sessions at the February 25, 2020, Mental Health and Social-Emotional Learning Summit. By entering this event, you consent to having your image and voice captured by official photographers and/or videographers. The resulting materials, including still photographs, video and audio recordings may be used by OSBA without restriction or financial compensation. If you do not agree to having your image or voice captured or recorded, please do not enter the event venue.

The summit also will include a Resource Fair, from 9 a.m. - 3 p.m., in which agencies can share information on their resources that are available to district staff.

Information may also be accessed here: <https://www.ohioschoolboards.org/MHSEL-summit-info> (<https://www.ohioschoolboards.org/MHSEL-summit-info>)

## AGENDA

- |                   |  |
|-------------------|--|
| <b>9 a.m.</b>     | <b>Registration</b>  |
| <b>9 a.m.</b>     | <b>Resource Fair</b>   |
| <b>9:30 a.m.</b>  | <b>Opening General Session: In their voices</b><br><i>Dr. Kathy McFarland</i><br><p>Often, adults tell students what they need. Today, students will use their voices to describe how we can support them in the areas of mental health and social-emotional learning. Join Dr. Kathy McFarland, a former educator and principal and current deputy chief executive of OSBA, to hear what students are asking of you to promote better student success and health in your school district and community.</p> |
| <b>10:30 a.m.</b> | <b>Break</b>   |
| <b>10:45 a.m.</b> | <b>Bridges Learning Center and wraparound services: Servicing the whole child</b><br><i>Akron City</i><br><p>Discover how Bridges Learning Center, a public K-12 Akron City school, meets student needs by providing wraparound services focusing on mental health and the whole child. This teacher-led panel will highlight some key features of the center and provide intervention ideas that can be used in programs throughout Ohio.</p>   |
| <b>10:45 a.m.</b> | <b>How one person can support over 400 educators</b><br><i>Northwest Ohio ESC</i><br><p>How do we sustain great mental health initiatives? Discover how to build a tiered system of in-house support to keep evidencebased programs alive in multiple schools with minimal staff. Learn why in-house support is critical to keeping evidence-based practices alive and achieving the promised results.</p> <p>Handouts ?</p>   |
| <b>10:45 a.m.</b> | <b>One in 10 children has an eating disorder</b><br><i>The Center for Balanced Living</i><br><p>This presentation dispels common myths about eating disorders; presents basic biological components of the disorder based on current brain research, including signs, symptoms and risks; and offers referral information geared toward the school-aged population.</p>  |

7/7/2020

Mental Health and Social-Emotional Learning Summit | Ohio School Boards Association

10:45 a.m.

**Stress management and resiliency training**

*Pickerington Local (Fairfield)*

Emotional regulation impacts a student's behavior, attendance and academics. When students are dysregulated, they cause disruption in the learning environment for themselves, classmates and teachers. Learn how the Stress Management And Resiliency Training (SMART) Lab integrates technology and social-emotional learning in a space designed for students to gain skills and return to the classroom ready to learn.

Handouts ?

10:45 a.m.

**Suicide screening and symptoms**

*Miami University*

Miami University shares an overview of programming that specifically targets mental health interventions at the K-12 level. Learn about universal screening, addressing mental health triage in schools and suicide prevention strategies.

Handouts ?

10:45 a.m.

**A team approach to social-emotional learning skill building**

*ESC of Central Ohio*

The Specialized On-Site Support (SOS) Team shares its multidisciplinary approach for building professional capacity to address social-emotional learning. An administrative coach, board-certified behavior analyst, mental health specialist, instructional coach and an English learner specialist describe restorative practices, positive behavioral interventions and supports, trauma, cultural competency and more.

10:45 a.m.

**How mentoring can impact student success**

*Westerville City*

Learn how to create, facilitate and grow a districtwide mentoring program for girls in middle and high schools. Review five years of proven results and growth from a program that began in three middle schools and continues to support those students through high school. The program connects students with community women mentors and their peers while focusing its monthly meetings on self-esteem, goals, positive choices and thinking about the future.

Handouts ?

10:45 a.m.

**Connections classroom**

*Hamilton County ESC and Northwest Local*

Learn about the intensive Tier 3 behavioral support program taking place in the Northwest Local (Hamilton) School District to help elementary students who have behavioral and emotional needs that require intensive supports focusing on emotional regulation and coping, problem-solving and social skills while meeting each student's educational needs.

Handouts ?

10:45 a.m.

**Social-emotional learning: Classroom, building and district perspectives**

*Claymont City, Hilliard City and Strongsville City*

Discover tools and strategies for social-emotional learning. Learn how educational leaders can implement social-emotional learning programs.

10:45 a.m.

**Social-emotional learning in a cultural context**

*Ohio State University*

Review the impact of culture in students' academic achievement.

Handouts ?

10:45 a.m.

**Transform the lives of wounded students**

*Hope 4 The Wounded LLC*

Emotional poverty has become a deterrent to academic success. Understanding the social-emotional needs of children of trauma in order to avoid using ineffective strategies and consequences is imperative to creating a thriving culture. This session will provide information on leadership, brain integration, empathy and nine personal and professional strategies for keeping wounded children engaged.

Handouts ?



7/7/2020

Mental Health and Social-Emotional Learning Summit | Ohio School Boards Association

10:45 a.m.

**Student wellness success fund panel: A panel of experts answers your questions**

*Ohio School Boards Association and Ohio Department of Education*

The recently passed biennial budget includes \$675 million in new funding for student wellness and success programs that will be distributed to districts across the state. Experts from the Ohio School Boards Association and the Ohio Department of Education will provide insight into this new funding and answer your questions.

Handouts ?

12 p.m.

**Lunch on your own**

1:30 p.m.

**Building connections to catch every kid**

*University of Dayton*

Learn how to catch every child in your school using strategies that build safe and secure attachments. These attachments help students improve self-regulation, increase their resiliency, sharpen their focus and improve academic performance. Study the signs of at-risk students and how to teach behavior skills that have a lasting impact.

Handouts ?

1:30 p.m.

**Community and school resources for suicide prevention**

*Nationwide Children's Hospital*

Review community and school resources for suicide prevention, integrated mental health care and the role of Nationwide Children's Hospital in meeting the behavioral health needs of students in Ohio schools. Learn about the SOS Signs of Suicide program, PAX Good Behavior Game, intervention options and family resources available through the On Our Sleeves program.

Handouts ?

1:30 p.m.

**Easy student campaigns for mental health**

*Worthington City*

This session will provide all the information needed to easily implement two student campaigns to decrease mental health stigma and improve connectedness and culture. Hear how #ThereForMe day and Everyone Has a Story outreach required little to no cost and generated significant positive feedback.

Handouts ?

1:30 p.m.

**Our school has gone to the dogs**

*New Albany-Plain Local (Franklin)*

Learn how a partnership with Canine Companions for Independence transformed student services and dynamically impacted lives. Meet Darius, the district's canine companion, and learn how a canine companion can support students' mental health needs and enhance the work of school counselors and educators.

1:30 p.m.

**Resiliency: School nurses and the whole child**

*Ohio Department of Health and Ohio Association of School Nurses*

School nurses are key health care providers in schools. Hear how the school nursing practice involves caring for the whole child, including both physical and mental health needs, and supports students, staff, families and the school community in building resiliency.

Handouts ?

1:30 p.m.

**Engaging social-emotional learning classroom activities**

*Minford Local (Scioto)*

Discover engaging social-emotional learning lessons (SEL) for Kfour students that implement the Ohio Social-Emotional Learning Standards. Walk away with ideas for hands-on activities, games, visuals, mindfulness practices and children's literature examples for each SEL competency.

1:30 p.m.

**Partnering for student wellness and success**

*ESC of Central Ohio and Montgomery County ESC*

Discover strategies to help districts partner with educational entities to provide wraparound supports for students.

Handouts ?

7/7/2020

Mental Health and Social-Emotional Learning Summit | Ohio School Boards Association

1:30 p.m.

**Social-emotional learning district leadership team**

*Marion City*

Hear how Marion City's social-emotional learning (SEL) district leadership team was created to lay the foundation for sustainable change in a district where students are economically disadvantaged and the majority are impacted by trauma. Learn how the team implemented an effective, trauma-informed approach in conjunction with SEL standards to allow for instruction to improve students' self-regulation skills and reduce noninstructional barriers.

Handouts ?

1:30 p.m.

**The other trauma no one talks about**

*Plant-A-Seed Educational Consulting LLC*

Engage in reflective discussion about racial and historical trauma and compassion fatigue. Discover how to consider schools as spaces of trauma, for both students and the adults who serve them, and learn strategies for self-care to create safe school spaces.

Handouts ?

1:30 p.m.

**Turning plans to action**

*Maumee City*

Maumee City administrators and teachers engaged in a collaborative process to build a guaranteed and viable social-emotional learning course of study using gap analysis, survey instruments, user-friendly templates and high staff involvement. Discover how it was customized for each grade band — K-five, six-eight and nine-12 — to meet learners' unique needs at each level.

Handouts ?

1:30 p.m.

**Using social-emotional learning for organizational integration**

*Olentangy Local (Delaware)*

This session includes a panel discussion about using social-emotional learning (SEL) to infuse the work of multiple departments and roles within one school district. District personnel whose roles focus on equity and inclusion, SEL curriculum, mental health services, student well-being, multitiered system of supports and professional development will share strategies for SEL implementation.

1:30 p.m.

**Student wellness success fund panel: A panel of experts answers your questions**

*Ohio School Boards Association and Ohio Department of Education*

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Handouts ?

2:45 p.m.

**Break**

3 p.m.

**Closing General Session: The power of vision**

*Dr. Thomas G. Maridada II*

A former educator and superintendent, Maridada previously served as president of BRIGHT New Leaders for Ohio Schools, a nonprofit, statewide public-private partnership funded by the Ohio General Assembly. He is a world-class educator who, over the course of a 25-year career, has raised academic achievement and created a brighter future for thousands of young people. Prior to joining BRIGHT, Maridada served as national director of education policy, practice and strategic initiatives for the Children's Defense Fund in Washington, D.C. Currently, he is the Jim and Susan Swartz Fellow in Christian Studies at the Harvard Divinity School at Harvard University.

3 p.m.

**Resource Fair concludes**

3:45 p.m.

**Adjourn**

**Location**

Greater Columbus Convention Center, Columbus

**Date and Time**

Tuesday, Feb. 25, 2020

9 a.m. - 3:45 p.m.

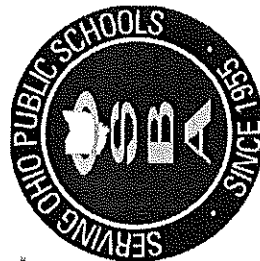


*The Ohio School Boards Association*  
*Certificate of Attendance*

This certifies that **Michelle L. Bissell, Board Member of Strongsville City Schools**, attended the **Mental Health and Social-Emotional Learning Summit** held on 2/25/2020 at the Greater Columbus Convention Center in Columbus.

Contact Hours: 4.5 Hours

Award of Achievement points: 10





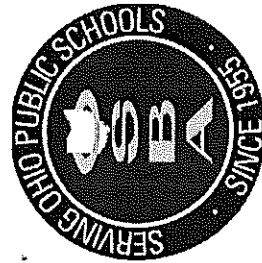
**Jeff Chambers**  
Director of Communication Services  
Ohio School Boards Association

*The Ohio School Boards Association*  
*Certificate of Attendance*

This certifies that **Laura Wolfe-Housum**, Board Member of Strongsville City Schools, attended the **Mental Health and Social-Emotional Learning Summit** held on 2/25/2020 at the Greater Columbus Convention Center in Columbus.

Contact Hours: 4.5 Hours

Award of Achievement points: 10



*Jeff Chambers*

Jeff Chambers  
Director of Communication Services  
Ohio School Boards Association