

Record of Proceedings Minutes of Regular Meeting

**Board of Education
Regular Meeting**

**Monday
October 8, 2018**

The Field Local School District Board of Education held its Regular Meeting on Monday, October 8, 2018 in the Field High School Cafeteria, 2900 State Route 43, Mogadore, OH 44260 at 7:00 P.M.

- **Pledge of Allegiance**
- **Silent Meditation**
- **Roll Call**

Steve Calcei-Yes, Julie Kline-Yes, Laura May-Yes, Larry Stewart-Yes, Randy Porter-Absent
Student Representative-Abby Mortimer-Absent

Member Stewart moved, seconded by Member Kline that the Field Local Board of Education approve the minutes from the September 10, 2018 regular meeting. **18-0055**
Roll Call: Stewart-Yes, Kline-Yes, Calcei-Yes, May-Yes, Porter-Absent.
Vice-President declared the motion carried

Member May moved, seconded by Member Stewart that the Field Local Board of Education adopt the following agenda for the October 8, 2018 regular meeting. **18-0056**
Roll Call: May-Yes, Stewart-Yes, Calcei-Yes, Kline-Yes, Porter-Absent.
Vice-President declared the motion carried

- **Student Representative Report**

Superintendent's Report - Mr. Vancura's resignation is on the agenda creating a hole in the Operations Director position. We are incredibly fortunate and pleased that Tim Fox has agreed to come back as the Operations Director. This should allow a seamless transition. / The retirement of Drexie Frech is also on the agenda. She had been a music teacher for a long time. With close to forty years of service, we are thankful to her for her service to the district and wish her well. / Darlene Steiner started today as she transferred to the high school. She is excited for a change and is a fantastic worker and will do a great job at the high school. / The Cupp-Patterson group has been meeting statewide. It is a bipartisan group with people from all aspects of education to again take a serious look at State funding to see if there is a way to make it more equitable.

- **Legislative Liaison Report**
- **Recognition of visitors**

Public participation is encouraged during this portion of the Field Local business meeting. If you have questions, suggestions, or concerns, your first contact should be with the teacher or principal at the school building level. If you are not satisfied with the response you may contact

the superintendent. By following this procedure, you will generally receive a prompt, informed response. The Board of Education recognizes the value of public comment on educational issues and the importance of allowing citizens to present helpful suggestions for the school district. Public participation at board meetings is governed by the following guidelines:

Public comment is permitted during the recognition of visitors portion of the meeting and will not exceed thirty minutes total. Attendees must register their intention to participate in the public portion of the meeting upon their arrival at the meeting. Speakers must be recognized by the presiding officer and preface their comments by stating their name, address, and group affiliation, if appropriate. Each speaker is limited to three minutes and may not speak twice on the same subject until all have spoken. Persons desiring more time should follow the procedure of the board to be placed on the regular agenda. All statements shall be directed to the presiding officer; no person may address or question Board members individually.

(R.C.3313.20 Board Policy | Chapter 1 - Board of Education | Policy 1.16 | Adopted August 10, 2015)

Member May moved, seconded by Member Kline that the Field Local Board of Education approve the consent agenda as presented. 18-0057

Mr. Carpenter talked about some of the items that impacted the district's Five Year Forecast along with what the counties reappraisal could potentially mean for the district.

Roll Call: May-Yes, Kline-Yes, Calcei-Yes, Stewart-Yes, Porter-Absent.

Vice-President declared the motion carried

CONSENT AGENDA

Superintendent Items

- **Employment** – The Superintendent recommends that the Field Local Board of Education employ the following pending proper paperwork:

Certified Employment

Jill Stefaniak, Home Instructor for the 2018-2019 school year.

Non-Certified Administrative Employment

Timothy Fox, Director of Operations/Transportation effective October 22, 2018.

Step 4 2 year Contract Administrative Salary Schedule

Classified Employment

1. Margaret Wooley, Cook/Cashier at the High School effective September 18, 2018. Rate of pay per Negotiated Agreement.
2. Russell Shaffer, Bus Aide, effective September 17, 2018. Rate of pay per Negotiated Agreement.

3. Aliza Pennington, Study Hall Monitor at the High School effective October 23, 2018.
Rate of pay per Negotiated Agreement.
4. Ember Kommel, Sub Call Secretary at Suffield effective October 8, 2018. Rate of pay per Negotiated Agreement.

Classified Substitute Employment

Dawn Davis	effective 9/11/18	Justin Grund	2018-2019
Brenton Sears	effective 8/28/18	Nate Michel	effective 9/17/18
Aliza Pennington	effective 10/1/18	Amanda Kotabish	2018-2019
Ember Kommel	effective 9/11/18	Laura McIert	effective 9/22/18
Tammy Shaffer	2018-2019	Denise Furey	2018-2019
Kathleen Thompson	2018-2019		

- **Supplemental Contract(s)** – The Superintendent recommends that the Field Local Board of Education employ the following beginning with the 2018-2019 school year.

The positions below have been posted and offered to those employees of the district who have a certificate of a type described in Section 3319.22 of the Ohio Revised Code and no such employee qualified to fill the position has accepted. The position has been advertised as available to any individual with such a certificate who is qualified to fill the position and is not employed by the board, and no such person has applied for and accepted the position

Non-Certified Academic

1. Arwen Smith, Musical Director-\$1,367.00
2 years experience, 1 year contract
2. Megan Snyder, Asst. Director of Color Guard-\$2,562.00
1 year experience, 1 year contract

Non-Certified Athletic

Anthony Fiorilli, Freshman Boys Basketball Coach-\$3,075.00
0 years experience, 1 year contract

- **Resignations** – The Superintendent recommends that the Field Local Board of Education accept the resignation(s) of the following:
 1. Margaret Wooley, Cook/Cashier at High School effective September 27, 2018.
 2. Jason Vancura, Director of Operations effective October 12, 2018.
 3. Drexie Frech, Music Teacher at Suffield Elementary effective July 1, 2019 due to retirement.

- **Resignation(s) / Transfer(s)** - The Superintendent recommends that the Field Local Board of Education approve the transfer(s) of the following:

Darlene Steiner, Head Custodian at Brimfield will transfer to Head Custodian at High School effective October 8, 2018.

- **Leave of Absence** - The Superintendent recommends that the Field Local Board of Education approve the following parental leave of absence for certified personnel:

1. Chasity Dempsey, Certified Teacher at Suffield effective January 17, 2019. Anticipated date of return is April 29, 2019.
2. Maria Beech, Title I Teacher at Suffield effective February 1, 2019. Anticipated date of return is April 8, 2019.
3. Carrie Adamo, Intervention Specialist at Suffield effective September 27, 2018. Anticipated date of return is December 18, 2018.

- **Operations/Vendor Contracts** – The Superintendent recommends that the Field Local Board of Education enter into a vendor contract with the following:

1. *Revised* Title I Memorandum of Understanding for Kent City Schools and Waterloo Local School District for FY2019 (**Exhibit S-1**).
2. Education Alternatives, day instructional services/student transportation for special education students for the 2018-2019 school year (**Exhibit S-2**).

Treasurer Items

- **Fiscal** – The Treasurer recommends that the Field Local Board of Education approve the following:

1. Financial reports for the period ending August 31, 2018.
2. Submission of the October five year forecast-FY19 through FY23 to the Department of Education as required (**Exhibit T-1**).

- **Donations** – The Treasurer recommends that the Field Local Board of Education accept the following donation(s):

1. Moore Well Services, to Brimfield Elementary School for classroom staff incentives-\$150.00.
2. Field Local Teachers Association to Field Middle School Library-\$50.00 on behalf of Joan Pearson's retirement.
3. Robert Honeychuck, to Suffield Elementary School-\$17,000.00.

Informational Items

1. The following degree changes will be effective beginning with the 2018-2019 school year:

Rebecca Scott	M+15 to M+30
Kelli Taylor	B+15 to B+30

2. Terri Baker, Certified Teacher at High School-5 year teaching contract will be revised to 5.5 hours per day from 4.5 hours per day effective August 24, 2018.

There being no further business to come before the Field Local Board of Education Member Stewart moved, seconded by Member May to adjourn the October 8, 2018 regular meeting.

18-0058

Roll Call: Stewart-Yes, May-Yes, Calcei-Yes, Kline-Yes, Porter-Absent.

Vice-President declared the motion carried

The meeting was adjourned at 7:12 P.M.



Steve Calcei, Vice-President



Attest: Todd Carpenter, Treasurer

Title I Memorandum of Understanding

Revised Exhibit S-1
October 8, 2018

Title I allocations are made to public school districts based on the academically eligible children residing in a particular district. Since attending nonpublic schools located within another public school district's boundaries, funds determined on a per pupil basis can be allocated from one district to another. The following terms are agreed upon by the undersigned:

For the 2018-19 school year, the **Field Local School District** agrees to allocate funds from its FY19 Title I allocation in the amount of \$2210.00 and from its FY18 Title I Carryover funds up to the amount of \$1461.67 to the **Kent City School District**. As reported by **St. Patrick School on the Ohio Department of Education NPDS application**, this amount reflects the number of Economically Disadvantaged students identified and reported as Academically Eligible who reside in a Title I served Field Local School.

The **Kent City School District** agrees:

- to serve academically eligible students residing in the **Field Local School District** up to the FY19 entitlement.
- to identify eligible students, who attend **St. Patrick School**, for tutoring service based on multiple, educationally related, objective criteria to determine student eligibility for Title I service.
- to maintain a separate list of the eligible **Field Local School District** students, ranked in order of need, from which the agreed upon number of students will be served, to progress monitor students participating in the Title I tutoring program and include students being served in all required district, state and/or federal Title I reports for the 2018-2019 school year.
- to invoice, up to the Title I services allocation amount, the **Field Local School District**, for Title I tutoring services provided by **Kent City School District** at **St. Patrick School**.
- to submit copies of the Title I student participation/progress reports in a timely manner to the **Field Local School District**.
- The **Kent City School District** agrees to include the students being served from the **Field Local School District** in all required district, state and/or federal Title I reports for the 2018-19 school year.
- If there are no residents of the **Field Local School District** attending **St. Patrick School** who qualify for Title I services, this agreement is null and void.

_____, Treasurer

Date: _____

_____, Director

Date: _____

_____, President

Date: _____

_____, Treasurer

Date: _____

Debbie Krutz

Treasurer, Kent City School District

over

Title I Memorandum of Understanding – FY2019

Title I allocations are made to public school districts based on the number of low-income and academically eligible children residing in a particular district. Since district residents may be attending nonpublic schools located within another public school district's boundaries, funds determined on a per pupil basis can be allocated from one district to another. The following terms are agreed upon by the undersigned:

For the 2018-19 school year, the **Field Local School District** agrees to allocate funds from its Title I allocation in the amount of \$8103.32 and from its FY18 Title I Carryover funds up to the amount of \$1461.67 to the **Waterloo Local School District**. As reported by **St. Joseph School on the Ohio Department of Education NPDS application**, this amount reflects the number of Economically Disadvantaged students identified and reported as Academically Eligible who reside in a Title I served Field Local School.

The **Waterloo Local School District** agrees:

- to serve academically eligible students residing in the **Field Local School District** up to the FY19 entitlement.
- to identify eligible students, who attend **St. Joseph School**, for tutoring service based on multiple, educationally related, objective criteria to determine student eligibility for Title I service.
- to maintain a separate list of the eligible **Field Local School District** students, ranked in order of need, from which the agreed upon number of students will be served, to progress monitor students participating in the Title I tutoring program and include students being served in all required district, state and/or federal Title 1 reports for the 2018-2019 school year.
- to invoice, up to the Title I services allocation amount, the **Field Local School District**, for Title I tutoring services provided by **Waterloo Local School District** at **St. Joseph School**.
- to submit copies of the Title I student participation/progress reports in a timely manner to the **Field Local School District**.
- The **Waterloo Local School District** agrees to include the students being served from the **Field Local School District** in all required district, state and/or federal Title I reports for the 2018-19 school year.
- If there are no residents of the **Field Local School District** attending **St. Joseph School** who qualify for Title I services, this agreement is null and void.

_____, Treasurer

Date: _____

_____, Director

Date: _____

_____, President

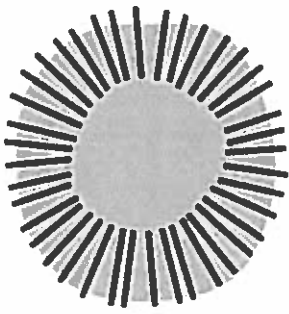
Date: _____

_____, Treasurer

Date: _____

Todd Carpenter

Treasurer, Waterloo Local School District



SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on _____ 2018, between **Field Local Schools** (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,.

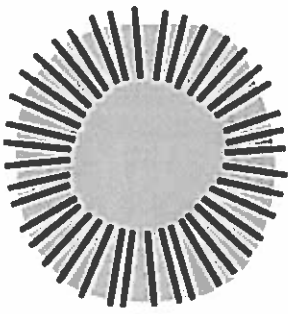
WHEREAS, EA is an accredited service provider equipped to educate students with varying educational, emotional and physical needs and meet the students' FAPE requirements;

WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2018-2019 school year;

The Parties agree as follows:

1. EA Programming.

- A. The District has the choice of four 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 behavior management for children ages 3-5.



v. 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.

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 July 1st, 2018 and will automatically expire June 30th, 2019.

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.

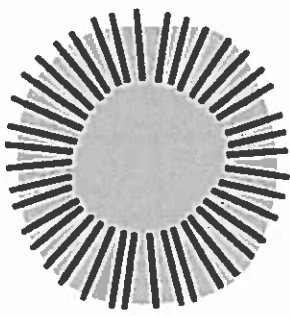
5. **Termination Of A Student's Placement.**

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.

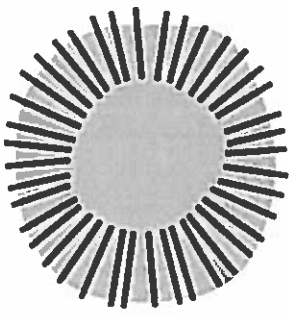


6. Education Records.

- A. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifactor evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.
- B. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.
- C. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.

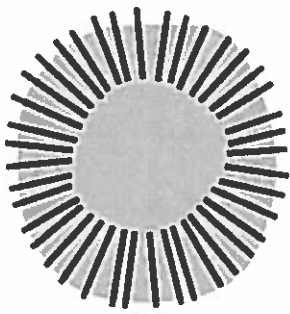
7. Background Checks And Teacher Licenses.

- A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.
 - B. EA represents and warrants that its teachers are special education teachers, holding current licenses in the state of Ohio.
8. **Insurance.** EA shall at all times during the Term, or any extension thereof, procure, maintain and keep in force general public liability insurance for claims for personal injury, death, or property damage, occurring in connection with EA, with limits of not less than Two Million Dollars (\$2,000,000.00) in respect to: death or injury of a single person or in respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) per accident in respect to property damage.
9. **Indemnification.** EA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by EA; or ii) any third party claims made by students, parents, or guardians arising out of the Day Treatment Services or use of EA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, EA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.



10. Miscellaneous.

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



EA education
alternatives

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

EDUCATION ALTERNATIVES

By:

Gerald Swartz, Executive Director

Field Local Schools

By: _____

Name: _____

Title: _____

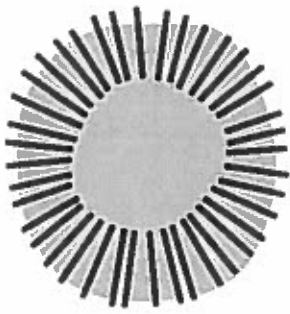
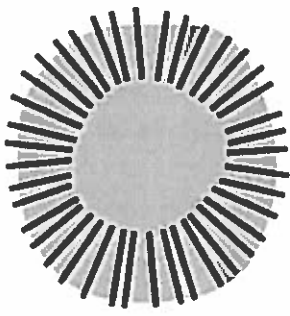


Exhibit A
Education Alternatives Per Diem Rates 2017-2018

Day Treatment Program CARF-accredited educational and therapeutic program.	\$125 per day
One-on-One Aide Individualized services available in accordance with the student's IEP.	\$152 per day
ECHO Program Computer-based dropout prevention program.	\$45/per half day, <4 hours \$90/Full-Day, >4 hours
VisionQuest Transitional job training program for young adults with Autism/DD at EA Ravenna	\$150 per day
Plato Pre-School Early childhood program at EA Ravenna.	\$125 per day
Coral Autism Program Specialized program for students on the autism spectrum at EA Kent.	\$178 per day



STUDENT TRANSPORTATION AGREEMENT

This Student Transportation Agreement (the "Agreement") is entered into on _____, 2018, between **Field Local School District** (the "District"), an Ohio public school, chartered under Chapter 3311 of the Ohio Revised Code, and **EDUCATION ALTERNATIVES**, an Ohio nonprofit 501(c)(3) corporation, ("EA").

BACKGROUND

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

WHEREAS, this Agreement engages EA to provide transportation services for the District during the 2018-2019 school year;

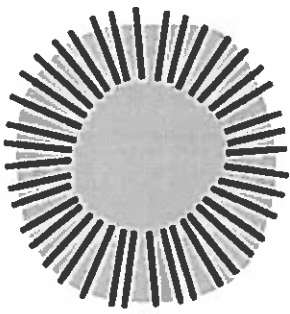
THE PARTIES AGREE AS FOLLOWS:

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



3. **Term Of The Agreement.** This Agreement will commence August 27, 2018 and expire on June 30, 2019 (the “Term”). This Agreement will not automatically renew at the expiration of the Term.

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

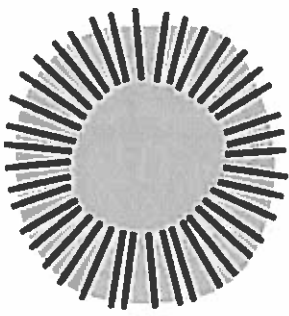
- a. The District shall compensate EA **\$42.00 per day** for each contracted seat the District requires (the “Daily Rate”). If EA provides a monitor for the route, The District shall compensate an additional **\$65.00 per day**.
- b. The District shall compensate EA an additional **\$25.00 per day**, 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.

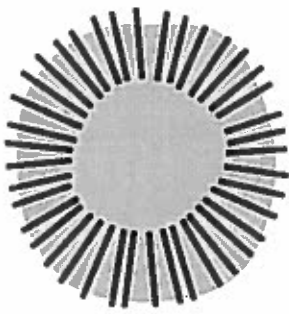
6. **Indemnification.** To the extent permissible by law, EA shall hold harmless, defend, indemnify, or cause to be reimbursed, the District, their respective Boards, agents and representatives, from all losses, damages, claims, causes of action, liabilities, fees, and costs of every kind and nature, 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



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: _____