



PROPOSAL FOR SERVICE AND AGREEMENT

S.T.A.R.T.™ 2.0 (K-12)

School / Client Information		Program Costs
School Name:	Brecksville-Broadview Heights City School District	Proposed Cost: \$8,500 <i>S.T.A.R.T. program costs include instructor labor, trainer travel (airfare, lodging, ground transportation), administrative coordination, and all required training materials. Materials include certificates, handouts, safety-related giveaways, and other incidental costs necessary to deliver the training.</i> Deposit amount: \$850.00 <i>To reserve the training date, we ask for a refundable minimum deposit of 10%. Additionally, a completed purchase order and signed proposal must accompany the deposit to finalize the scheduling.</i> Notes:
School Address:	9175 Market Pl W Broadview Heights, OH 44147	
Point of Contact:	Fonzie Culver	
Title:	Transportation Supervisor	
Phone:	(440) 740-4055	
# of Participants:	64	
Dates s Locations	August 17th, 2026 Time: 8am-4pm	

Scope of Work – S.T.A.R.T. 2.0

Our team of S.T.A.R.T. instructors (law enforcement, SWAT officers, crisis intervention team officers, behavioral analysis experts, and/or mental health officials) will provide an advanced, eight-hour safety and security training program known as S.T.A.R.T. 2.0 (School Transportation Active-Threat Response Training). This program builds upon the foundation established in S.T.A.R.T. 1.0 by advancing transportation professionals from awareness to applied response. S.T.A.R.T. 2.0 strengthens a driver's ability to recognize escalating threats, maintain command presence, and apply responsible response options while operating in the confined and unpredictable school bus environment. Through instructor-led discussion and scenario-based exercises, participants develop the confidence and capability to manage high-stress situations while prioritizing student safety and professional control.

What to Expect:

Active Assailant Response – Apply advanced response strategies in dynamic, real-world threat scenarios.

Seated Survival Techniques – Learn practical methods to protect passengers and maintain control within the bus environment.

Managing Mental Health Risks & Concerns – Identify and respond to behavioral and emotional triggers that may escalate into safety threats.

Effective Intervention for Special Population Riders – Develop strategies for safely managing and supporting diverse student needs.

Applied Scenario-Based Training – Practice real-world situations that require remaining calm under pressure, maintaining situational awareness, and effective communication.



Advance Notice of Training Content

The S.T.A.R.T. program addresses emergency response topics that may intersect with existing district policies in rare, life-threatening situations. This notice promotes transparency and alignment with district leadership, legal counsel, and risk management prior to implementation. The scenarios discussed are low-frequency but high-impact and involve preservation of life.

Educational Purpose

This program provides educational information and does not constitute legal advice. District policy, administrative rules, insurance requirements, and local legal counsel remain controlling.

Physical Intervention to Prevent Imminent Harm

Many districts restrict physical contact with students. S.T.A.R.T. supports those policies under normal conditions. However, U.S. law recognizes limited exceptions when intervention is necessary to prevent imminent serious bodily injury or death.

School personnel operate under the doctrine of *in loco parentis* (see *Vernonia School District 47J v. Acton*, 515 U.S. 646 (1995)), affirming custodial responsibility over students. Federal civil rights standards under 42 U.S.C. §1983 address liability where foreseeable harm is not reasonably prevented.

Drivers should avoid physical contact whenever possible. Limited intervention may be necessary when a student faces imminent serious bodily harm, verbal commands have failed, and the threat is immediate. Any action must be minimal, reasonable, necessary, and proportional; its purpose is protection, not punishment. Physical contact must cease once the threat is controlled, and incidents must be reported and documented.

U.S. Department of Education and Department of Justice guidance on restraint recognizes that staff may intervene to prevent imminent danger. S.T.A.R.T. does not promote routine hands-on engagement—only legally recognized emergency exceptions.

Calling 9-1-1 Using a Personal Cell Phone During Extreme Emergencies

Districts may regulate routine mobile phone use. However, policies governing ordinary operations do not override federally recognized emergency exceptions involving imminent life-threatening danger.

Under 49 C.F.R. §392.82 (Federal Motor Carrier Safety Regulations), drivers are generally restricted from using hand-held devices while operating commercial vehicles, including school buses. The regulation expressly provides an emergency exception permitting communication with law enforcement or emergency services to prevent imminent death, or serious injury.

Federal guidance from the U.S. Department of Education (REMS) and the U.S. Department of Homeland Security (“Active Shooter: How to Respond”) directs immediate notification of 9-1-1 during confirmed life-threatening events.

In a confirmed deadly emergency, district policy should not be interpreted to prevent a driver from contacting emergency services if necessary to preserve life. Drivers should attempt radio communication first when feasible; direct 9-1-1 contact is permitted in imminent deadly emergencies. When as safely as possible, the vehicle should be stopped before placing the call. Emergency decisions are evaluated under an objective reasonableness standard based on the circumstances at the time.

Use of Force and Emergency Vehicle Actions in an Active Deadly Threat

State self-defense and defense-of-others laws nationwide allow a person to use force—including deadly force—when they reasonably believe it is necessary to prevent imminent death or serious bodily injury to themselves or another. (For example, see Ohio Revised Code § 2901.05.) While statutory wording varies, the principles are consistent: the threat must be immediate, the actor must not be at fault, and the response must be proportional and reasonable.

A motor vehicle may constitute deadly force under certain circumstances. State law also recognizes that otherwise prohibited conduct—including certain traffic deviations or property damage—may be justified when necessary to prevent a greater imminent harm.

DHS and TSA active threat guidance for transportation environments emphasizes rapid movement away from danger and use of available tools to interrupt or escape an attack. In a confirmed imminent deadly threat involving a school bus, a driver may be legally justified in emergency vehicle movement to create distance from a lethal threat, controlled vehicle maneuvers including intentional destabilization when necessary to interrupt an attack, and deviation from normal traffic compliance when required to preserve life. Such actions must be necessary, proportionate, and objectively reasonable based on the circumstances known at the time. All incidents are subject to review under that standard.

Training Limitation: S.T.A.R.T. teaches defensive, life-preserving response options only—not offensive tactics or aggressive conduct beyond what is legally justified in an imminent deadly threat.

Use of Code Words vs. Plain Language

Modern federal emergency doctrine favors plain language during life-threatening events. DHS “Active Shooter: How to Respond,” U.S. Department of Education guidance, and FEMA’s National Incident Management System (NIMS) emphasize clear communication and discourage codes or jargon that may delay recognition and response.

Plain language is best practice during confirmed life-threatening events. If code words are used by district policy, they must be clearly defined, consistently trained, and never replace direct, actionable instructions during an active threat.

Sensitive Content s Instructional Methods Disclosure

This training addresses emergency preparedness and violent threat response in school transportation settings. Instruction may include analysis of documented school transportation incidents, law enforcement training footage, controlled simulation exercises using a blank starter pistol, and discussion of topics such as active threats, bullying, suicide, assault, kidnapping, domestic violence, and custody disputes.

All materials are presented in a professional educational context. No unnecessary graphic content is used. Simulations are supervised and safety-controlled. Participants who experience discomfort may step out and return when ready.

The purpose of this content is preparedness, not sensationalism.

Core Operational Principles

- De-escalation is the default until imminent violence occurs.
- Force is never justified for verbal conflict alone.
- Inaction is not appropriate during active lethal violence.
- All decisions must meet the standards of necessity, proportionality, and objective reasonableness.

These principles balance restraint with lawful protection of life in rare emergency conditions.

Availability for Discussion

The S.T.A.R.T. leadership team remains available to district administrators, legal counsel, and risk managers to review any portion of this document or provide additional references.

Acknowledgment

By signing below, the undersigned affirms review of this Advance Notice of Training Content and understands that the program addresses rare emergency exceptions recognized under federal and state law. The district confirms it has had the opportunity to ask questions prior to implementation.

S.T.A.R.T. Training – Site Readiness Checklist

This checklist outlines minimum site, safety, and operational requirements necessary for S.T.A.R.T. training delivery.
These items are important to ensure safe and effective training execution.

A. Facility s Space Requirements

- ☐ An auditorium/classroom/space large enough to accommodate all participants simultaneously
- ☐ Space available and reserved for the entire 8-hour training day
- ☐ Seating, tables, lighting, and restrooms available and functional throughout the day
- ☐ Facility unlocked and accessible at least 60 minutes prior to training S.T.A.R.T.

B. Audio / Visual s Technology

- ☐ Working AV system (projector, screen, audio/microphone)
- ☐ IT support available first thing in the morning and reachable throughout the day
- ☐ IT contact name and phone number provided in advance

C. Driving / Scenario Training Area (Afternoon Session)

- ☐ Approved open parking lot or paved area approximately 250' x 50' per bus being used
- ☐ Area completely closed to pedestrian and vehicle traffic during training
- ☐ Cones, barricades, or controls provided to block all through-traffic
- ☐ Location pre-approved by S.T.A.R.T. prior to training
- ☐ Google Maps screenshot or address provided in advance

D. Buses s Equipment

- ☐ Pre-determined number of sound school buses available for afternoon training
- ☐ Buses should be ones drivers are familiar with (avoid new or experimental models)
- ☐ Conventional buses preferred when available
- ☐ Buses equipped with working heat (cold weather) or A/C (warm weather)

E. Staffing s On-Site Support

- ☐ District staff available to assist with: Passing out materials C Participant movement between stations
- ☐ Transportation supervisor or school official present for the duration of training

F. Safety, Security s Notifications

- ☐ Local law enforcement / SROs notified in advance (attendance encouraged)
- ☐ No firearms or weapons permitted in any training area at any time
- ☐ No hands-on or physical contact with instructors
- ☐ Training areas clean, hazard-free, and compliant with local safety codes

G. Media s Communications

- ☐ S.T.A.R.T. notified in advance if media is expected
- ☐ Media restrictions communicated ahead of time
- ☐ No cameras allowed on buses (cellphone use only if approved by instructors)

H. Meals, Breaks & Scheduling

- ☐ Morning coffee, water, and snacks encouraged
- ☐ On site lunch is encouraged (40 minute lunch break) if full 8 hour training day
- ☐ Disclosure of any planned union meetings, route conflicts, early departures, or other distractions
- ☐ Participants advised to dress for weather (indoor C outdoor training; rain or shine)

S.T.A.R.T. SERVICE AGREEMENT

This consulting service agreement is entered into by and between **Levine Security Solutions**, and **the above mentioned client/school/district**. In consideration of the terms and conditions and mutual promises contained herein, the parties agree as follows:

1.SCOPE OF AGREEMENT

1.1 This Agreement will be implemented through one or more Statements of Work entered from time to time by Consultant and Client. Each Statement of Work will specify the services to be performed by Consultant ("Services"), and whether the work to be performed will be on a fixed price or time and materials basis. The initial Statement of Work agreed to by the parties is attached to this Agreement. Additional Statements of Work will become effective upon execution by authorized representatives of both parties.

2.DEVELOPMENT OF THE WORK

2.1 Consultant shall perform Services specified in each Statement of Work subject to and in accordance with the terms of this Agreement. Consultant shall exercise commercially reasonable efforts to deliver the services set forth in a Statement of Work according to the delivery schedule set forth in such Statement of Work (the "Delivery Schedule").

2.2 Client shall provide to Consultant such information and cooperation as Consultant may request to assist Consultant in the development of the Services, and Consultant may use such information in connection with such development. In the event of a delay by Client in providing such information to and cooperation with Consultant or in approving the Services within the time set forth in this Agreement, the delivery date for the affected Services shall be deemed postponed for an equivalent period and the Delivery Schedule shall be amended accordingly.

3.TERM AND TERMINATION

3.1 This Agreement shall commence on its Effective Date and, unless earlier terminated, continue for the development period set forth in the last Statement of Work executed pursuant to this Agreement.

3.2 Either party may terminate this Agreement by written notice if the other party commits a material breach of any of its obligations under this Agreement and has not remedied such breach within thirty (30) days of receiving written notice of the breach.

3.3 Either party may terminate this Agreement by written notice if the other party shall cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or become the subject of any proceeding relating to insolvency or the protection of creditors' rights which is not dismissed within thirty (30) days.

3.4 Termination of this Agreement shall not relieve Client of its obligation to pay all charges that accrued prior to termination.

4.COMPENSATION AND PAYMENT TERMS

4.1 If the Statement of Work specifies that the Services are to be performed on a time and materials basis, payment to Consultant shall be made monthly for all time and materials expended by Consultant during the preceding month, time being of the essence. Any estimated time requirements for such work which are set forth in the Statement of Work are solely Consultant's estimate, and should not be construed as a limitation on services or a cap on fees. If the Statement of Work specifies that the Services are to be performed on a fixed price basis, or specifies a schedule of payments, the Client shall pay Consultant in accordance with such Statement of Work, time being of the essence. In any event, Client shall pay Consultant for all expenses incurred by Consultant and agreed in writing by Client in connection with performance hereunder. Client shall pay all amounts within thirty (30) days.

Client shall make a good-faith effort to promptly notify Consultant of any disputed invoice. Interest shall accrue on any amounts due but unpaid strictly in accordance with, and capped at the maximum rate permitted by, Ohio Revised Code § 126.30. Furthermore, pursuant to ORC § 126.30, the Client shall not be required to pay any interest if the total calculated interest amounts to less than ten dollars (\$10.00).

4.2 If Consultant is required to pay or collect any federal, state, local, value added, goods and services, or any other similar taxes or duties based on Services or Services provided under this Agreement, then such taxes and/or duties shall be billed to and paid by Client.

5.STAFFING BY EACH PARTY

5.1 All members of both parties' staff participating in the performance of the Services will possess the appropriate skills, authority and experience for the tasks assigned to them, and will be available at such times as are agreed by the parties.

5.2 Where required under a Statement of Work, each of the parties will provide appropriate office accommodations, equipment and support to members of the other party's staff.

6.CHANGE REQUESTS

6.1 If Client requests additional services or modifications to the Services to be rendered under a Statement of Work that are outside the description set forth in the Statement of Work ("Additional Services"), Consultant will advise Client of any additional compensation and any modifications to the Delivery Schedule that would be needed to perform such Additional Services. Consultant shall perform or provide such. Additional Services upon the parties' written agreement regarding such additional compensation and modifications to the Delivery Schedule.

7.DELIVERY OBLIGATIONS; ACCEPTANCE

7.1 Consultant shall deliver to Client the Services in written or verbal form, as appropriate. Upon delivery to the Client of a Deliverable, Client shall have ten (10) days to approve or reject such Deliverable. In the event Client does not deliver to Consultant a written notice of rejection within such period, the Deliverable shall be deemed approved. Client may not reject a Deliverable unless such Deliverable fails

to comply materially with the relevant specifications or other descriptions contained in a Statement of Work. If Client rejects any Deliverable, its notice of rejection shall include the reasons for its rejection and Client shall return the rejected Deliverable to Consultant. Consultant shall make commercially reasonable efforts to correct and/or replace such Deliverable promptly. This process shall continue until Client approves the Deliverable.

8. LIMITATION OF LIABILITY

8.1 Client acknowledges that the information, recommendations, products and equipment, provided, if any, arising from the services will be based solely on information obtained by consultant from client and other commercially reasonably available sources during the period consultant performs services. Changes in conditions and circumstances may render any information and recommendation void or inadequate for its intended use and purpose and client agrees that it shall be solely responsible for updating the services.

8.2 The services are not intended as legal advice nor intended to address or avoid legal liability. Client agrees to consult with its legal advisors relating to any and all liability issues.

consultant agrees that the services furnished under this agreement shall be in conformity with practice which are generally current in the security industry. The parties agree that consultant does not represent and cannot warrant that the services, information, recommendations and/or products and equipment furnished and/or implemented will prevent or minimize the likelihood of loss. Consultant's services shall not give rise to or confer any rights on any third party. It is understood and agreed that in no event will consultant be liable to the client or any other party for indirect, consequential or special damages or lost profits resulting from the services provided hereunder, and it is further understood and agreed that in no event shall consultant be liable for any amount in excess of the Consultant's Commercial General Liability insurance limits.

8.3 Consultant shall maintain, at its own expense, the following insurance coverages: (1) Commercial General Liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (2) Commercial Automobile Liability insurance covering all owned, hired, and non-owned vehicles with a combined single limit of no less than \$1,000,000 per accident. Consultant shall name Brecksville-Broadview Heights City School District as an Additional Insured on both the General and Automobile Liability policies, and shall provide a valid Certificate of Insurance (COI) to the Client evidencing such coverages prior to the commencement of any Services. Furthermore, Consultant shall maintain Ohio Workers' Compensation insurance as required by state law.

8.4 Consultant specifically disclaims all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose.

9. NON-DISCLOSURE

9.1 The parties may provide to one another information that is confidential ("Confidential Information"). Confidential Information shall be limited to information clearly identified in writing as confidential when delivered. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and has been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed by the disclosing party to a third party without restriction on disclosure; (d) is independently developed by the receiving party; or (e) is disclosed by operation of law. The parties agree to hold each other's Confidential Information in confidence while the Services are being performed and for a period of three years thereafter in such manner as it holds its own Confidential Information.

10. PROPRIETARY RIGHTS

10.1 The Services may include:

10.1.1 "Consultant Background Property", which is data, modules, components, designs, utilities, subsets, objects, processes, tools, and/or models, in various forms (collectively, "Intellectual Property"), that Consultant owned or developed prior to and independently from its engagement under this Agreement.

10.1.2 "Client-Specific Property", which is Intellectual Property developed by Consultant or its agents or its subcontractors pursuant to this Agreement and which is specific to Client's products and/or services.

10.1.3 "Generic Developed Property", which is Intellectual Property developed by Consultant prior to this Agreement and which is not specific to Client's products and/or services.

10.1.4 "Third Party Programs", which are certain software programs and accompanying materials of certain third party licensors ("Third Party Licensors") which are not specific to Client's product and/or services and not developed pursuant to this Agreement that have granted licenses to Consultant, including the right to sublicense.

10.2 Effective upon Consultant's receipt of full payment of all applicable fees set forth in the applicable Statement of Work Consultant shall assign and transfer, all right, title and interest in and to all Client-Specified Property included in the Services covered by such Statement of Work, including all intellectual property rights and other proprietary rights (collectively "IP Rights") that Consultant has therein.

10.3 If any Services contain any Consultant Background Property or any Generic Developed Property, or if any Consultant Background Property and Generic Developed Property is needed to use any portion of the Services, Consultant grants to the Client a non-exclusive, perpetual, irrevocable, worldwide, fully paid-up license to execute, reproduce, display, perform, modify, merge, distribute and otherwise use such Consultant Background Property and Generic Developed Property solely in connection with the use of the Services.

11. ASSIGNMENT

11.1 This Agreement may not be assigned or delegated by either party without the prior written approval of the other. Subject to the foregoing, this Agreement is binding on the parties and their successors and assigns.

12. NOTICES

12.1 All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given to Consultant when mailed by first class mail to the following address:

Levine Security
Solutions 230 South
Franklin Street Chagrin
Falls, OH 44022

12.2 Notice to the Client shall be sent to the address and to the person identified in the Statement of Work.

13. GENERAL

13.1

Consultant is an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the parties. Each party will be solely responsible and indemnify and defend the other for payment of all compensation owed to its employees and contractors, as well as employment related taxes. Each party will maintain appropriate worker's compensation insurance for its employees as well as general liability insurance.

13.2

This Agreement, including all exhibits, serves to document formally the entire agreement between Consultant and Client. No modification of, or waiver of rights under, this Agreement will be effective unless it is in writing and signed by the party against which enforcement is sought. A waiver of a provision shall in no way be construed as a waiver of any succeeding breach of such provision or a waiver of the provision itself. If any provision of this Agreement is determined to be invalid or unenforceable, the validity or enforceability of the other provisions of this Agreement shall not be affected; and, in such event, such provision shall be changed and interpreted so as best to accomplish the objectives of such provision within the limits of applicable law or applicable court decision. Client acknowledges and agrees that in the development of the Services, Consultant may use one or more independent contractors. Neither party shall be responsible for its failure to perform due to circumstances or causes beyond its reasonable control, including, without limitation, acts of God, wars, riots, embargoes, acts of civil or military authorities, fires, floods, earthquakes, accidents, strikes, failure of suppliers or shortages of transportation, facilities, fuel or energy.

13.3

Consultant and Client hereby consent to the exclusive jurisdiction of any state or federal court located within Cuyahoga County in the State of Ohio and irrevocably agree that all actions or proceedings arising out of or relating to this Agreement shall be litigated in such courts. The parties hereto each accepts for and itself generally and unconditionally, the jurisdiction of the aforesaid courts and waives any defense of forum non conveniens, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party agrees to be bound by service served by certified mail, return receipt requested, mailed to the address indicated herein or the last known address, if different, such service being hereby acknowledged by the parties to be effective and binding service in every respect.

13.4

Consultant will comply with all applicable laws pertaining to nondiscrimination in employment and facilities including, without limitation, the provisions contained in Executive Order 11246 as amended and as may be further amended in the future, title "Equal Employment Opportunity" and C.F.R. §§ 60- 1.4(a), 60-250.4 and 60-741.5(a) which are incorporated herein by reference.

14. Marketing and Publicity

14.1

Consultant shall not use the Client's name, logo, trademark, or any description of the services provided in connection with any promotional, marketing, public relations activities, or for any other purpose, without the prior, explicit written consent of the Client's Superintendent.

14.2

Client retains the right to revoke this permission at any time with thirty (30) days' written notice to S.T.A.R.T. Revocation will not apply retroactively to materials already produced or published.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date of last signature below.

Authorized School Representative (printed): _____

Authorized School Representative (signed): _____

Submitted by: **Maggie Verba**

Date:

The S.T.A.R.T. TM Program is powered by
Levine Security Solutions, LCC
230 South Franklin Street Chagrin
Falls, Ohio 44022

Phone: 216-245-3526
Email: info@SchoolBusStart.com
Website: www.SchoolBusSTART.com