

**STRONGSVILLE BOARD OF EDUCATION MEETING
JULY 11, 2016
REGULAR MEETING – WORK SESSION**

The Regular Meeting of the Strongsville Board of Education Work Session and any other items germane to the Board of Education was called to order at 7:00 p.m. on Monday, July 11, 2016, at the **Administration Building, Meeting Room, 18199 Cook Avenue, Strongsville, Ohio**, by President, Carl W. Naso.

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: Mr. Evans, Mr. Grozan, Mrs. Ludwig, Mr. Micko, and Mr. Naso.

Others present were: Mr. Cameron Ryba, Superintendent; Mr. George Anagnostou, Treasurer; and Ms. Jenni Pelko, Assistant Superintendent.

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

PLEDGE OF ALLEGIANCE

DISTRICT GOALS

Every decision made by the Board balances financial prudence and student achievement and growth which are the goals of the District.

PUBLIC COMMENT

No public comment.

TREASURER'S REPORT

A. Resolution for the Renewal of an Existing Tax Levy for the Purpose of Current Expenses

16-07-01 Moved by Mr. Evans that a Resolution pursuant to Section 5705.212 of the Ohio Revised Code submitting to the electors of the Strongsville City School District the question of the renewal of all of an existing tax levy for the purpose of current expenses be approved, seconded by Mr. Grozan and approved on a roll call vote as follows:

Mr. Evans, yes; Mr. Grozan, yes; Mrs. Ludwig, yes;
Mr. Micko, yes; Mr. Naso, yes.
Motion carried 5-0

(Exhibit A)

SUPERINTENDENT'S REPORT

A. TIMELY INFORMATION

Mr. Ryba gave an update on the sale of Drake Elementary School and its property. At the previous Board of Education meeting, the Board gave their approval to move forward with the auction process. A meeting was held last Wednesday with an attorney and an auction firm present. As a result of that meeting, Mr. Ryba is now able to answer some questions regarding the process. He highlighted some of the information. The auction will be a reserve, open-outcry auction. Most likely, the auction will be held at a hotel where a series of properties will be auctioned. Once a proposal is agreed upon with the auction house, there will be six weeks of marketing and advertising which will be the only cost to the District. Drake is tentatively projected to go to auction in mid to late September. The Board will be presented with the package from the highest bidder from which they will make a decision to either accept or refuse the bid. There will be a stipulation on the bidding document where the bidder must state their clear and intended purpose for the property.

Mr. Ryba answered questions.

Mr. Ryba addressed the issue of delinquent student fees. A new procedure for the collection of past due fees and pay to participate fees will be implemented for the 2016/2017 school year. Included in the new procedures is a payment plan option for students with large outstanding fee balances. Mr. Ryba reviewed these new procedures and then answered questions.

Mr. Ryba shared a transportation procedural update for the 2016/2017 school year. For clarity and communication of the District's busing policy, Mr. Ryba has recommended changing the current practice of using a one mile limit to using non-busing streets with the one mile limit as a guideline. A complete list of non-busing streets, organized by school building, will be posted on the District's website and communicated to the families. Feedback from the Board was had.

B. BUSINESS SERVICES

There are no items for consideration.

Mr. Ryba shared an update on the progress of the demolition of buildings and the installation of turf. Both the Pupil Services Building and Center are down. In regards to the turf, at the high school, the playing surface is in, and at the middle school, they are finishing ground work.

C. CURRICULUM

***1. Edmentum Solutions (001-General Fund)**

Resolution 16-07-02

Be it resolved upon the recommendation of the Superintendent that Strongsville City School District pays to purchase the Edmentum Solutions curriculum at an approximate cost of \$167,687.50 to be utilized in the Strongsville Academy for the 2016-2017 school year.

SUPERINTENDENT'S REPORT (continued)

D. STUDENT SERVICES

- *1. Tuition Free Admission for Foreign Exchange Student

Resolution 16-07-03

Be it resolved upon the recommendation of the Superintendent that tuition free admission for the 2016-2017 school year be granted to the following foreign exchange student:

Federica Buonaiuto Italy Youth for Understanding

- *2. KidsLink Neurobehavioral Center (001-General Fund)

Resolution 16-07-04

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into a contract with KidsLink Neurobehavioral Center for placement of a student with disabilities for the 2016-2017 school year, at a cost of \$77,050.00.

(Exhibit B)

- *3. Solutions Behavioral Consulting (001-General Fund and 516-Part B IDEIA Grant Fund)

Resolution 16-07-05

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with Solutions Behavioral Consulting for the 2016-2017 school year to provide consultation to staff and students in the area of behavioral intervention services.

(Exhibit C)

- *4. Solutions Behavioral Consulting (001-General Fund)

Resolution 16-07-06

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with Solutions Behavioral Consulting for the 2016-2017 school year to assist its teachers and students in the area of behavioral intervention services by providing consultation to implement training for staff to be credentialed as registered behavior technicians.

(Exhibit D)

E. HUMAN RESOURCES

- *1. Resignation – Certificated (001-General Fund)

Resolution 16-07-07

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

Elyse R. Galizio, Music Teacher currently on parental leave. Effective June 21, 2016.

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

***1. Resignation – Non-Certificated (006-Food Services)**

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

Sally Leahy, Cafeteria Cook assigned to Strongsville High School. Effective June 30, 2016.

***2. Appointment – Certificated (001-General Fund)**

Resolution 16-07-08

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired:

Be it resolved that the Strongsville City School District in accordance with Ohio Revised Code Section 3319.22, hereby offers to employ Kara Kuykendall as a Speech Language Pathologist, salary to be BA/0 at \$39,326.00, in accordance with the collective bargaining agreement, provided that Kara Kuykendall secures the necessary certificate/license required by the Ohio Department of Education in order to serve as a Speech Language Pathologist. Said individual's employment by the Board of Education is expressly contingent upon the individual securing said certificate/license. Failure to secure the necessary certificate/license in a timely manner shall cause the automatic withdrawal of the offer of employment without further action of the Board of Education, and shall constitute the individual's voluntary relinquishment of a contract with the Board of Education pursuant to Ohio Revised Code Section 3319.22. If the individual is eligible for the necessary certificate/license, properly applied for it from the Ohio Department of Education, and is simply awaiting receipt of the actual certificate from the Ohio Department of Education, the offer of employment will not be automatically withdrawn if said certificate/license is not received by the Board of Education. Effective August 22, 2016. Replacement for Anne Marie Carey.

***3. Changes in Status – Non-Certificated (001-General Fund)**

Resolution 16-07-09

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

Ruth Ann Owens, from Data Input Specialist – Treasurer's Office, 7.5 hours per day, 260 days per year returned to Clerk I – High School, 7.5 hours per day, 214 days per year, salary to be Step C at \$17.44 per hour. Effective July 1, 2016. Per Article 11.3.

Grace Poulos, from Custodian, 6 hours per day to Custodian, 8 hours per day. No change to days per year or hourly rate. Effective July 1, 2016. Replacement for Steven Perrine.

Karen Rich, from Cafeteria Manager – Elementary, 7 hours per day, 191 days per year to Data Input Specialist – Treasurer's Office, 7.5 hours per day, 260 days per year, salary to be Step E at \$19.81 per hour. Rescinds reduction in force notice. Effective July 5, 2016. Replacement for Ruth Ann Owens.

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

***4. Changes in Titles – Administrative (001-General Fund)**

Resolution 16-07-10

Be it resolved upon the recommendation of the Superintendent that the following Administrative changes in titles be approved:

Denise Abboud	Preschool Director
Bethany Britt	Special Education Coordinator
Andrew Kuzmickas	Special Education Coordinator
Vicki Turner	Director of Instructional Technology

Changes in Titles – Leadership (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following Leadership changes in titles be approved:

Martin Austin	Transportation Supervisor
Scott Benson	Audio Visual Coordinator
Mark Donnelly	Business Manager
Ruthann Franczak	Payroll/Benefits Coordinator
Lori Sinick	Assistant Transportation
Supervisor	
Theresa Williamson	Technology Coordinator

***5. Changes in Contracted Days – Administrative (001-General Fund)**

Resolution 16-07-11

Be it resolved upon the recommendation of the Superintendent that the following Administrative employees' contracted days per year be changed:

Bethany Britt	215 days per year to 260 days per year
Andrew Kuzmickas	215 days per year to 260 days per year
Mark Smithberger	225 days per year to 260 days per year

Change in Contracted Days – Leadership (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following Leadership employee contracted days per year be changed:

Teresa Karsnak	205 days per year to 195 days per year
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SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

***6. Salary Placements – Administrative (001-General Fund)**

Resolution 16-07-12

Be it resolved upon the recommendation of the Superintendent that per the Administrative Handbook the following certificated administrative employees' salary Performance Levels be approved, effective August 1, 2016:

Denise Abboud	PL 13
Steven Breckner	PL 5
Bethany Britt	PL 11
Steven Deitrick	PL 6
Erin Green	PL 4
Nicole Hackman	PL 0
Susan Harb	PL 6
Kelli Izzo	PL 0
Andrew Kuzmickas	PL 2
Adam Marino	PL 7
Jennifer Pelko	PL 8
Justina Peters	PL 13
Sally Raso	PL 7
Mark Smithberger	PL 9
Glen Stacho	PL 10
Andy Trujillo	PL 11
Brian Tumino	PL 1
Vicki Turner	PL 5
Michael Vukovich	PL 12

Salary Placements - Leadership (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that per the Leadership Handbook the following non-certificated leadership employee's salary Performance Levels be approved, effective August 1, 2016:

Martin Austin	PL 14
Scott Benson	PL 13
Charlene Daugherty	PL 1
Mark Donnelly	PL 10
Dawn Evangelista	PL 7
Daniel Foust	PL 3
Ruthann Franczak	PL 5
Lorinda Greenland	PL 7
James Hamelic	PL 9
Andrew Jalwan	PL 0
Teresa Karsnak	PL 14
Christine Olbrys	PL 8
Shelly Petrie	PL 11

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

***6. Salary Placements - Leadership (001-General Fund)** (continued)

Brenda Rosala	PL 4
Robert Showalter	PL 0
Lori Sinick	PL 2
Sharon Susi	PL 7
Theresa Williamson	PL 14

***7. Salary Placements – Leadership Degree Incentives (001-General Fund)**

Resolution 16-07-13

Be it resolved upon the recommendation of the Superintendent that per the Leadership Handbook the following non-certificated leadership employees be granted a degree incentive, effective August 1, 2016:

Scott Benson	Masters	\$1,500.00
Mark Donnelly	Bachelors	\$1,000.00
Daniel Foust	Bachelors	\$1,000.00
Lorinda Greenland	Associates	\$ 500.00
James Hamelic	Associates	\$ 500.00
Andrew Jalwan	Masters	\$1,500.00
Teresa Karsnak	Bachelors	\$1,000.00
Christine Olbrys	Associates	\$ 500.00
Shelly Petrie	Associates	\$ 500.00
Robert Showalter	Bachelors	\$1,000.00
Lori Sinick	Bachelors	\$1,000.00

***8. Stipends – Non-Certificated – Extended School Year (001-General Fund)**

Resolution 16-07-14

Be it resolved upon the recommendation of the Superintendent that the stipends listed below be paid to the following non-certificated personnel for transporting students attending the extended school year program. Stipends to be paid per the negotiated agreement by timesheet.

Susan Beres	Bus Driver
Joseph Borovicka	Bus Aide
Elizabeth Dickson	Bus Aide
Theresa DiSanto	Bus Aide
Iris Jones	Bus Driver
Connie Lumsden	Bus Aide
Cheryl Shrenkel	Bus Driver
Paula Williams	Bus Driver

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

*9. Family Medical Leave – Non-Certificated

Resolution 16-07-15

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

Sally Voegerl

June 4, 2016 Intermittent

*10. Injury Leave – Non-Certificated

Resolution 16-07-16

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

James Blagg

June 20, 2016 to August 1, 2016

*11. Service Agreement – Partners for Success and Innovation, (PSI) Inc. (401-Auxiliary Services)

Resolution 16-07-17

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with Partners for Success and Innovation, (PSI) Inc., to service pupils attending Sts. Joseph and John Inter-parochial School under auxiliary funding administered to approved non-public schools by local districts. The cost for direct services to school age students is \$180,987.66. (Certified Health Aide \$17,388.00; Registered Nurse \$2,302.02; Speech Language Pathologist \$33,257.70; Psychologist \$61,185.60; Remedial Teacher \$60,202.80; VIB Speech \$6,651.54).

(Exhibit E)

*12. Volunteers – Chaperones

Resolution 16-07-18

Be it resolved upon the recommendation of the Superintendent that the following volunteers be approved to chaperone students:

Kisha Avon
Jennifer Scott

April 22, 2016 to April 22, 2021
April 28, 2016 to April 28, 2021

*13. Substitute Rates – Certificated

Resolution 16-07-19

Be it resolved upon the recommendation of the Superintendent that effective August 1, 2016 the certificated substitute rate schedule be changed as follows:

Daily Rate		\$90.00 per diem
Consecutive Assignments	Day 1-10	\$90.00 per diem
	Day 11-60	\$95.00 per diem

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

14. Termination

16-07-20 Moved by Mr. Evans to terminate any and all employment contracts of Nicola Mandic, effective immediately pursuant to O.R.C. 3319.081, seconded by Mr. Grozan and approved on a roll call vote as follows:

Mr. Evans, yes; Mr. Grozan, yes; Mrs. Ludwig, yes;
Mr. Micko, yes; Mr. Naso, yes.
Motion carried 5-0

(Exhibit F)

F. TECHNOLOGY

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

Resolution 16-07-21

Be it resolved upon the recommendation of the Superintendent that the Board of Education approves the purchase of 1,010 Chromebooks and 1,010 Google Chrome Licenses, not to exceed \$227,250.00.

CONSENT CALENDAR

16-07-22 Moved by Mr. Evans to approve the Consent Calendar, seconded by Mrs. Ludwig and approved on a roll call vote as follows:

Mr. Evans, yes; Mrs. Ludwig, yes; Mr. Grozan, yes;
Mr. Micko, yes; Mr. Naso, yes.
Motion carried 5-0

BOARD POLICIES

A. First Reading

Revised Policy 1130 – Conflict of Interest (Administration)
New Policy 2460.03 – Independent Educational Evaluations
Revised Policy 3113 – Conflict of Interest (Professional Staff)
Revised Policy 4113 – Conflict of Interest (Classified Staff)
Revised Policy 4162 – Drug and Alcohol Testing of CDL License Holders
Revised Policy 5112 – Entrance Requirements
Revised Policy 5200 – Attendance
Revised Policy 5320 – Immunization
Revised Policy 6110 – Grant Funds
New Policy 6111 – Internal Controls
New Policy 6112 – Cash Management of Grants
New Policy 6114 – Cost Principles – Spending Federal Funds
New Policy 6116 – Time and Effort Reporting

BOARD POLICIES (continued)

A. First Reading (continued)

Revised Policy 6320 – Purchases
New Policy 6325 – Procurement – Federal Grants/Funds
Revised Policy 6550 – Travel Payment and Reimbursement
Revised Policy 7300 – Disposition of Real Property/Personal Property
Revised Policy 7310 – Disposition of Surplus Property
Revised Policy 7450 – Property Inventory
Revised Policy 8500 – Food Services
Revised Policy 9211 – District Support Organizations
Revised Policy 9270 – Equivalent Education Outside the Schools (Home Schooling)

BOARD OF EDUCATION / OTHER

Mr. Evans commended and thanked the Board, staff, administration, and community for their hard work and commitment to the District. Job well done.

Strongsville homecoming is this week.

MEETING NOTIFICATION

A Regular Board of Education Meeting – Work Session will be held Thursday, August 4, 2016, 7:00 p.m. in the Meeting Room of the Administration Building, 18199 Cook Avenue, Strongsville, Ohio.

A Regular Board of Education Meeting will be held Thursday, August 18, 2016, 7:00 p.m. in the Meeting Room of the Administration Building, 18199 Cook Avenue, Strongsville, Ohio.

EXECUTIVE SESSION

No Executive Session.

ADJOURNMENT

16-07-23 Moved by Mr. Evans to adjourn the Strongsville Board of Education Regular Session, seconded by Mr. Grozan and approved on a roll call vote as follows:

Mr. Evans, yes; Mr. Grozan, yes; Mr. Micko, yes;
Mrs. Ludwig, yes; Mr. Naso, yes.
Motion carried 5-0

Meeting adjourned at 7:56 p.m.

Carl W. Naso, President

George K. Anagnostou, Treasurer

The Board of Education of the Strongsville City School District met in regular session on July 11, 2016, commencing at 7:00 p.m., in the Meeting Room at the New Administration Building, 18199 Cook Avenue, Strongsville, Ohio, with the following members present:

The Treasurer or Treasurer Pro Tempore, as the case may be, advised the Board that the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following resolution:

RESOLUTION NO. _____

A RESOLUTION PURSUANT TO SECTION 5705.212 OF THE REVISED CODE SUBMITTING TO THE ELECTORS OF THE STRONGSVILLE CITY SCHOOL DISTRICT THE QUESTION OF THE RENEWAL OF ALL OF AN EXISTING TAX LEVY FOR THE PURPOSE OF CURRENT EXPENSES.

WHEREAS, at an election held in this School District in 2002, the electors of this School District approved the levy of an incremental property tax for current expenses, which, when fully phased in, amounted to 6.0 mills;

WHEREAS, at an election held in this School District on November 7, 2006, the electors of this School District approved the renewal of all of the 6.0-mill tax levy for the purpose of current expenses for five years; and

WHEREAS, at an election held in this School District on March 6, 2012, the electors of this School District approved the renewal of all of the 6.0-mill tax levy for the purpose of current expenses for five years, the last collection of which tax levy will occur in calendar year 2017; and

WHEREAS, in order to provide for the collection of necessary tax revenues for that purpose without interruption, this Board finds it necessary to renew the existing 6.0-mill levy for a period of five years (commencing with a levy on the tax list and duplicate for 2017 to be first distributed to the Board in calendar year 2018); and

WHEREAS, on June 30, 2016, this Board adopted a resolution pursuant to Section 5705.03 of the Revised Code declaring it necessary to renew the existing 6.0-mill tax levy and requesting the Cuyahoga County Fiscal Officer to certify the total current tax valuation of the School District and the dollar amount of revenue that would be generated by that renewal levy; and

WHEREAS, on July 1, 2016, the County Fiscal Officer certified that the total current tax valuation of the School District is \$1,446,581,550 and the dollar amount of revenue that would be generated by the 6.0-mill renewal tax levy is \$7,890,456 annually during the life of the levy, assuming that the total current tax valuation remains the same throughout the life of the levy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Strongsville City School District, Counties of Cuyahoga and Lorain, State of Ohio, two-thirds of all members of that Board elected thereto concurring, that:

Section 1. This Board hereby finds, determines and declares that the amount of taxes that may be raised by the Board of Education of the Strongsville City School District within the ten-mill limitation by levies on the current tax list and duplicate will be insufficient to provide an adequate amount for the necessary requirements of this School District, and that it is necessary to levy a tax in excess of that limitation at the rate of 6.0 mills for a period of five years (commencing with a levy on the tax list and duplicate for 2017 to be first distributed to the Board in calendar year 2018) for the purpose of current expenses. This Board further determines that the amount of the renewal tax is no more than the amount of the tax levied during the last year the tax being renewed is authorized to be in effect.

Section 2. The question of the renewal of an existing 6.0-mill tax levy for the purpose of current expenses, for a period of five years, beginning with the tax list and duplicate for the year 2017, the proceeds of which levy first would be available to the School District in the calendar year 2018, shall be submitted under the provisions of Section 5705.212 of the Revised Code to the electors of the Strongsville City School District at an election to be held therein on November 8, 2016, as authorized by law. That tax shall be called and designated on the ballot as a renewal levy. That election shall be held at the regular places of voting in the School District as established by the Board of Elections of Cuyahoga County, or otherwise, within the times provided by law and shall be conducted, canvassed and certified in the manner provided by law.

Section 3. The Treasurer of this Board be and is hereby authorized and directed to give or cause to be given notice of that election as provided by law.

Section 4. The Treasurer be and is hereby directed to deliver a certified copy of this resolution, together with the resolution adopted on June 30, 2016, referred to in the fifth preamble to this resolution and the related County Fiscal Officer's certificate, to the Board of Elections of Cuyahoga County, Ohio, not later than the close of business on Wednesday, August 10, 2016.

Section 5. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this resolution were taken, and all deliberations of this Board and of any of its committees that resulted in such formal action were held, in meetings open to the public, in compliance with the law.

Section 6. This resolution shall be in full force and effect from and immediately upon its adoption.

_____ seconded the motion.

Upon roll call on the adoption of the resolution, the vote was as follows:

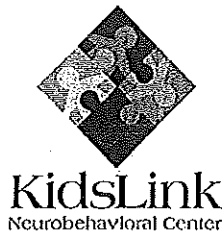
_____	_____	_____	_____
_____	_____	_____	_____

TREASURER'S CERTIFICATION

The foregoing is a true and correct excerpt from the minutes of the regular meeting of the Board of Education of the Strongsville City School District on July 11, 2016, showing the adoption of the resolution set forth above.

Treasurer, Board of Education
Strongsville City School District, Ohio

Dated: July 11, 2016



KidsLink Neurobehavioral Center
2132 Case Parkway North, Suite A
Twinsburg, OH 44087
Phone: 330-963-8600
Fax: 330-963-8680
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, speech and language (60 min.), occupational therapy (60 min.), Psychology (30 min) or total of 150 min. of direct therapy, as well as behavior management. The above services, being presented in an individualized education program "IEP" are the sole responsibility to be developed as well as implemented by KidsLink School. Excluded are any other services not mentioned in this contract.

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, 2016 and end August 31, 2017. Dates of services are identified by the adopted KidsLink School Calendar reflecting 198 days of services in the school year from 9/1/16 to 8/31/17.

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.

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:

- \$77,050.00/year
\$6,420.84 per month

Which will be billed in (12) installments of \$6,420.83 beginning September 1, 2016. Invoices will be sent on the 1st of each month with payment due by the 15th of the same month. There will be a 2% discount for payments received by the 1st of each month. The final bill for this contract will be August 1st of 2017.

All checks shall be made payable to KidsLink School, LLC and be addressed to 2132 Case Parkway North, Suite C. Twinsburg, Ohio 44087.

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 any agreement between KidsLink and another party supersedes any other agreement that the other party has entered into with any other party.

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

KidsLink School, LLC – DIRECTOR

Date

The Strongsville School District's Representative
By:

Date



2016-2017

**AGREEMENT FOR
BEHAVIORAL INTERVENTION SERVICES**

AGREEMENT made this 3rd day of June 2016 by and between Strongsville City Schools, of 18199 Cook Avenue, Strongsville, OH 44136 hereafter referred to as the Client, and SOLUTIONS BEHAVIORAL CONSULTING, of 8536 Crow Dr. Suite 240, Macedonia, OH 44056, hereafter referred to as SBC.

RECITALS

WHEREAS, Client is engaged in the business of public school education with its principal place of business located 18199 Cook Avenue, Strongsville, OH 44136 and,

WHEREAS, SBC is in the business of developing and implementing behavioral intervention programs for children with autism or with special needs, the principals of SBC having been duly certified as Behavioral Analyst-D by the Behavior Analyst Certification Board and otherwise possessing the appropriate professional and educational credentials to provide behavioral intervention services to assist clients in the development and education of children diagnosed with autism or who may have special needs; and,

WHEREAS, Client desires to engage the services of SBC to assist its teachers and students in the area of behavioral intervention services as provided herein:

NOW, THEREFORE, Client hereby engages the services of SBC and in consideration of the mutual promises herein contained the parties agree as follows:

A. TERM

This Agreement shall be for a period commencing on August 15, 2016 and reevaluated on August 14, 2017 and may be terminated by either party upon the giving of 30 days written notice to the other party.

B. SERVICES**1. Generally to Client**

SBC agrees to provide consultation to implement ABA services (e.g., training for staff, staff observations and on-going development, behavioral programming and assessment for individual students, functional behavior assessment, and bi-weekly meetings). Consultation will be provided at Strongsville School District and will not exceed \$210,000.

2. Evaluation Methods.

To aid SBC in providing its behavioral intervention services hereunder SBC may employ, among other evaluation methods, all or some of the following:

a. Direct Observation.

Direct clinical observation of the staff or student in the environment where behavioral intervention is needed or may be needed such as the academic environment, transition environment or any such other environment where the student exhibits inappropriate behavior.

b. Video Review.

Video review of the staff and/or student in the environment where the staff/student exhibit the need for skill development with appropriate release forms.

c. Materials Review.

Review of assessment materials used by Client, its agents or employees for the student in the environment where the student exhibits inappropriate behavior.

SBC, in SBC's sole discretion, shall determine which, if any, of the above-described evaluation methods or such other acceptable professional evaluation methods shall be utilized in providing its behavioral intervention services to Client and student.

3. Materials, Supplies, Other.

The cost of any materials, supplies or other things required by the behavioral intervention services of SBC rendered hereunder shall be borne by Client and returned to client by end of the school year.

4. Student Records.

Client, its agents or employees, agrees to make available to SBC for the purpose of rendering its services hereunder, upon request from SBC, any and all records, documents or other items or matter pertaining to the student who is the subject of SBC's services hereunder.

5. Client Staff and Personnel.

Client agrees to make available to SBC any and all staff or personnel of Client whom SBC may deem necessary for purposes of rendering its services hereunder with reasonable notice.

C. USE OF INDEPENDENT CONTRACTORS, AGENTS, ASSISTANTS

To the extent reasonably necessary to enable SBC to perform its duties hereunder, SBC shall be authorized to engage the services of independent contractors, agents or assistants and may further employ, engage or retain the services of any other persons to aid or assist in the proper performance of its duties, with prior authorization of the district. Any charges for the services of independent contractors, agents, assistants or other persons assisting SBC shall be chargeable by SBC upon presentation of a statement of the amount of the charge to Client.

D. FACILITIES

The facilities and equipment which may be required by SBC to perform its services hereunder shall be furnished by the Client.

E. FEES AND EXPENSES

1. Fees.

For its services rendered under this Agreement, SBC shall be entitled to a fee payable in the amount of \$150.00 per hour for consultation services (direct consultation hours, special assessments/reports-excluding consultation reports, emails longer than 15 minutes, phone calls longer than 15 minutes, data analysis). Discounts available based on hours per month.

2. Expenses.

SBC shall seek approval for reimbursement prior to purchase and therefore shall be entitled to reimbursement from Client for expenses incurred in rendering its services under this Agreement, including, but not limited to, those incurred pursuant to paragraph B.3. of this Agreement, e.g., supplies, materials, etc. ... or paragraph C. of this Agreement, e.g., Independent Contractors, Agents or Assistants, payable upon presentation of a statement of the amount of such expense to Client with prior authorization to the district.

3. Statement Payment.

SBC shall present its statement for services and reimbursement under this Agreement to Client on or about the fifth day of each month following the performance of services hereunder and Client agrees to pay such statement on or before the last day of the same month.

F. INSURANCE

SBC shall maintain a policy of professional liability insurance for itself and/or its employees in the minimum amount of \$1,000,000 / \$3,000,000 to cover liability for any claims arising out of the performance of SBC's duties hereunder.

G. LIABILITY AND INDEMNIFICATION

With regard to the services to be performed by SBC under this Agreement, SBC shall not be liable to Client, or to anyone who may claim any right due to their relationship with Client, for any acts or omissions in the performance of services on the part of SBC unless the acts or omissions of SBC, its independent contractors, agents or assistants are the result of neglect or willful misconduct. Client shall hold SBC harmless from any obligations, costs, claims, damages, judgments, attorney fees and attachments arising from or growing out of the services rendered by SBC to Client or to student pursuant to the terms of this Agreement or in any way connected with the rendering of services by SBC pursuant to the terms of this Agreement, unless the same shall arise due to the negligence or willful misconduct of SBC, its independent contractors, agents or assistants.

H. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and no other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.

I. ASSIGNMENT

Neither this Agreement nor any duties or obligations hereunder shall be assignable by SBC without the prior written consent of the Client. In the event of an assignment by SBC to

which the Client has consented, the assignee shall agree in writing with the Client to personally assume, perform and be bound by the covenants, obligations and agreements contained herein.

J. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.

K. AMENDMENT

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

L. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

EXECUTED at _____, Ohio, on the day and year first above written.

CLIENT:

STRONGSVILLE CITY SCHOOLS

By: _____
George Anagnostou, Treasurer

SOLUTIONS BEHAVIORAL CONSULTING

By: _____
Jennifer Sweeney, Ph.D., BCBA-D Director/Owner



Training 2016-2017

**AGREEMENT FOR
BEHAVIORAL INTERVENTION SERVICES**

AGREEMENT made this 23rd day of June 2016 by and between Strongsville City Schools, of 18199 Cook Avenue, Strongsville, OH 44136 hereafter referred to as the Client, and SOLUTIONS BEHAVIORAL CONSULTING, of 8536 Crow Dr. Suite 240, Macedonia, OH 44056, hereafter referred to as SBC.

RECITALS

WHEREAS, Client is engaged in the business of public school education with its principal place of business located 18199 Cook Avenue, Strongsville, OH 44136 and,

WHEREAS, SBC is in the business of developing and implementing behavioral intervention programs for children with autism or with special needs, the principals of SBC having been duly certified as Behavioral Analyst-D by the Behavior Analyst Certification Board and otherwise possessing the appropriate professional and educational credentials to provide behavioral intervention services to assist clients in the development and education of children diagnosed with autism or who may have special needs; and,

WHEREAS, Client desires to engage the services of SBC to assist its teachers and students in the area of behavioral intervention services as provided herein:

NOW, THEREFORE, Client hereby engages the services of SBC and in consideration of the mutual promises herein contained the parties agree as follows:

A. TERM

This Agreement shall be for a period commencing on August 15, 2016 and reevaluated on August 14, 2017 and may be terminated by either party upon the giving of 30 days written notice to the other party.

B. SERVICES**1. Generally to Client**

SBC agrees to provide consultation to implement training for staff to be credentialed as registered behavior technicians (e.g., training for staff, staff observations and on-going development, behavioral programming). Consultation will be provided at Strongsville School District.

2. Evaluation Methods.

To aid SBC in providing its behavioral intervention services hereunder SBC may employ, among other evaluation methods, all or some of the following:

a. Direct Observation.

Direct clinical observation of the staff or student in the environment where behavioral intervention is needed or may be needed such as the academic environment, transition environment or any such other environment where the student exhibits inappropriate behavior.

b. Video Review.

Video review of the staff and/or student in the environment where the staff/student exhibit the need for skill development with appropriate release forms.

c. Materials Review.

Review of assessment materials used by Client, its agents or employees for the student in the environment where the student exhibits inappropriate behavior.

SBC, in SBC's sole discretion, shall determine which, if any, of the above-described evaluation methods or such other acceptable professional evaluation methods shall be utilized in providing its behavioral intervention services to Client and student.

3. Materials, Supplies, Other.

The cost of any materials, supplies or other things required by the behavioral intervention services of SBC rendered hereunder shall be borne by Client and returned to client by end of the school year.

4. Student Records.

Client, its agents or employees, agrees to make available to SBC for the purpose of rendering its services hereunder, upon request from SBC, any and all records, documents or other items or matter pertaining to the student who is the subject of SBC's services hereunder.

5. Client Staff and Personnel.

Client agrees to make available to SBC any and all staff or personnel of Client whom SBC may deem necessary for purposes of rendering its services hereunder with reasonable notice.

C. USE OF INDEPENDENT CONTRACTORS, AGENTS, ASSISTANTS

To the extent reasonably necessary to enable SBC to perform its duties hereunder, SBC shall be authorized to engage the services of independent contractors, agents or assistants and may further employ, engage or retain the services of any other persons to aid or assist in the proper performance of its duties, with prior authorization of the district. Any charges for the services of independent contractors, agents, assistants or other persons assisting SBC shall be chargeable by SBC upon presentation of a statement of the amount of the charge to Client.

D. FACILITIES

The facilities and equipment which may be required by SBC to perform its services hereunder shall be furnished by the Client.

E. FEES AND EXPENSES

1. Fees.

For its services rendered under this Agreement, SBC shall be entitled to a fee payable in the amount of \$150.00 per hour for consultation services (direct consultation hours, special assessments/reports-excluding consultation reports, emails longer than 15 minutes, phone calls longer than 15 minutes, data analysis). Discounts available based on hours per month.

2. Expenses.

SBC shall seek approval for reimbursement prior to purchase and therefore shall be entitled to reimbursement from Client for expenses incurred in rendering its services under this Agreement, including, but not limited to, those incurred pursuant to paragraph B.3. of this Agreement, e.g., supplies, materials, etc. ... or paragraph C. of this Agreement, e.g., Independent Contractors, Agents or Assistants, payable upon presentation of a statement of the amount of such expense to Client with prior authorization to the district.

3. Statement Payment.

SBC shall present its statement for services and reimbursement under this Agreement to Client on or about the fifth day of each month following the performance of services hereunder and Client agrees to pay such statement on or before the last day of the same month.

F. INSURANCE

SBC shall maintain a policy of professional liability insurance for itself and/or its employees in the minimum amount of \$1,000,000 / \$3,000,000 to cover liability for any claims arising out of the performance of SBC's duties hereunder.

G. LIABILITY AND INDEMNIFICATION

With regard to the services to be performed by SBC under this Agreement, SBC shall not be liable to Client, or to anyone who may claim any right due to their relationship with Client, for any acts or omissions in the performance of services on the part of SBC unless the acts or omissions of SBC, its independent contractors, agents or assistants are the result of neglect or willful misconduct. Client shall hold SBC harmless from any obligations, costs, claims, damages, judgments, attorney fees and attachments arising from or growing out of the services rendered by SBC to Client or to student pursuant to the terms of this Agreement or in any way connected with the rendering of services by SBC pursuant to the terms of this Agreement, unless the same shall arise due to the negligence or willful misconduct of SBC, its independent contractors, agents or assistants.

H. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and no other agreement, statement or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.

I. ASSIGNMENT

Neither this Agreement nor any duties or obligations hereunder shall be assignable by SBC without the prior written consent of the Client. In the event of an assignment by SBC to

which the Client has consented, the assignee shall agree in writing with the Client to personally assume, perform and be bound by the covenants, obligations and agreements contained herein.

J. GOVERNING LAW

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.

K. AMENDMENT

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

L. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

EXECUTED at _____, Ohio, on the day and year first above written.

CLIENT:

STRONGSVILLE CITY SCHOOLS

By: _____
George Anagnostou, Treasurer

SOLUTIONS BEHAVIORAL CONSULTING

By: _____
Jennifer Sweeney, Ph.D., BCBA-D Director/Owner



SERVICE AGREEMENT

By and Between

STRONGSVILLE CITY SCHOOLS and PSI AFFILIATES, INC./PSI ASSOCIATES, INC.

THIS AGREEMENT for services is entered into this 31st day of May, 2016 by and between the Strongsville City Schools, hereinafter referred to as "Client", and PSI Affiliates, Inc./PSI Associates, Inc., hereinafter collectively referred to as "PSI," to perform services as specified to schools in the Strongsville City Schools specifically named in Attachment A to this Agreement and thereby becoming a part of this Agreement pursuant to relevant sections of the Ohio Revised Code. Additional Attachments to this Agreement may be included herein and, if included, will become part of this Agreement.

I. Services

PSI agrees to provide the following Services, ("Services") in accordance with requirements of Client in such numbers and subject to such rules and regulations of the specific school of the client ("The School") as are applicable to the satisfactory performance of this Agreement to the benefit of The School for the stated school years, or part thereof.

- | | |
|--|--|
| <input checked="" type="checkbox"/> Registered Nurse Services | <input type="checkbox"/> Foreign Language Teacher Services |
| <input type="checkbox"/> Licensed Practical Nurse Services | <input type="checkbox"/> TESOL Teacher Services |
| <input type="checkbox"/> Medical Assistant Services | <input checked="" type="checkbox"/> School Psychology/ Psychology Services |
| <input checked="" type="checkbox"/> Health Aide Services | <input type="checkbox"/> Counselor Services |
| <input checked="" type="checkbox"/> Speech/Language Pathologist Services | <input type="checkbox"/> Special Education/Coordinator/Compliance Services |
| <input type="checkbox"/> Intervention Specialist Services | <input type="checkbox"/> OT/PT Services |
| <input type="checkbox"/> Gifted/Talented Teacher Services | <input type="checkbox"/> Educational Aide Services |
| <input checked="" type="checkbox"/> Remedial/Title 1 Teacher Services | <input type="checkbox"/> Clerk |

A description of Services to be performed by PSI to Client is attached hereto as Attachment B. The parties agree that Services may vary depending upon the Client and the Client's needs and priorities. Client and PSI agree that the parties will regularly communicate with each other to determine Services to be provided pursuant to this Agreement. Client agrees to inform PSI on a timely basis if Services performed are deemed not be satisfactory by Client and/or if Services so provided by PSI need to be revised. PSI will provide to Client a cost and service proposal for any revisions to Services requested by Client and any additional Services needed by Client that are not currently provided or contracted for as set forth in this Agreement.

II. Initial Term. In accordance with this contract, PSI will provide Services to Client for an initial one (1) year term starting in the 2016-2017 school year, continuing through the conclusion of the 2016-2017 school year.

III. Compensation:

In consideration of the Services and/or provisions as set forth and as incorporated into this Agreement, Client shall cause to be paid to PSI no more than the following Yearly Fees, except as may be provided for pursuant to the terms of this Agreement. The schedule of all fees are specifically described in Attachment A which has been incorporated herein. Any additional fees as provided for in this Agreement will be assessed for additional Services or changes for Services as set forth in this Agreement.

YEAR ONE: \$180,987.66

IV. Payments for Services Rendered. Client hereby agrees to pay to PSI within thirty (30) days of receipt of PSI's monthly invoices the specified value of actual Services rendered in the monthly billing cycle, with the total payment not to exceed the amount contracted for herein, except as agreed upon by Client and PSI to pursuant to the terms of this Agreement.

V. Changes and Additional Services. PSI shall provide the Additional Services and Additional Optional Services as noted in the Exhibits attached hereto and at the rates noted therein upon written request signed by Client. Client also agrees to pay PSI, in addition to the above-stipulated charges, the hourly rates indicated in Attachment C, for those additional and supplemental Services requested by Client and provided by PSI. Also, any changes to the Agreement that are required or requested by Client to PSI, shall be provided in writing and include the stipulated charges and/or hourly rates. Any Additional Services, Additional Optional Services and changes shall be included in the appropriate monthly invoice and subject to payment as set forth above.

VI. Reporting. PSI agrees to provide Client with reports and/or documentation as needed and determined by Client to be necessary to complete local, state, and/or federal reports.

VII. Compliance with Law. PSI further agrees to employ personnel to service designated schools under the terms of this Agreement and agrees to fully abide by all Federal and State laws applicable to employment and/or assignment of such personnel including taking any appropriate action to insure that personnel so employed by PSI fully comply with the provisions of the Affordable Health Care Act. Non-licensed personnel will be appropriately supervised. Only persons with satisfactory criminal background checks will be employed. PSI further abides by all federal and state laws pertaining to employment obligations such as participation in Worker's Compensation, Unemployment Insurance and other appropriate entitlements.

VIII. Coverage Schedule. PSI shall establish a schedule satisfactory to Client setting forth, among other things, the dates, times and locations that personnel will be assigned to perform the Services. PSI shall provide to Client, upon request, a copy of the schedule and any updates to the schedule, and PSI shall make such changes to the schedule as reasonably requested by Client.

IX. Dismissal of Employees. PSI shall dismiss from performing Services to Client any person employed by PSI who Client reasonably determines to be incompetent, guilty of misconduct, dangerous to the safety of the students of Client, or detrimental to the operations of Client. Client shall provide written notice to PSI of all facts and issues pertaining to said request for dismissals and shall cooperate fully with PSI in regard to any investigation relating to said dismissal request.

X. Office Space and Supplies. Client shall provide suitable, appropriate office space that is quiet and private for use of the PSI staff assigned to the school/s. This also includes storage space for supplies and equipment. Client will also provide appropriate supplies and equipment that are customary and standard for the Services provided, where so agreed. Examples of these include, but are not limited to: office supplies and equipment, medical supplies and equipment (if health services are provided), and required testing materials for use by PSI and to enable PSI to provide the Services that they are contracted to perform. Client will be billed for all supplies and equipment, purchased at Client request, to include but not be limited to test equipment, protocols, health supplies, clinic equipment, etc. The testing protocols will be billed as replenishing is needed. Client agrees to provide adequate security at the school office site and to include any personnel provided by PSI to Client through this Agreement in any security training that personnel of Client are required to take.

XI. Student Records. All student records shall be the sole and exclusive property of Client, subject to any access and copying rights as permitted by law. PSI will have reasonable access to such documents, forms, records and other materials and information as permitted by law and as necessary to perform the Services and for other lawful purposes. Client will retain all records and other materials for the time periods required by applicable law and generally accepted practices. Client and PSI shall at all times comply with all applicable laws, rules and regulations relating to the confidentiality of medical records and other information.

XII. Cooperation. In the event that either party becomes aware of any alleged incident which may include injury resulting from the care or treatment of any person pursuant to this Agreement, each party has a duty to give the other party written notice of the incident in a timely manner of the known circumstances surrounding the incident including the name, school, and circumstances of the alleged incident and the contact information of any available witnesses. Each party further agrees to fully cooperate with the other party in regard to any investigations and follow through in regard to said incident.

XIII. Agreement not to Hire. Client hereby agrees that Client shall not, during the term of this Agreement and for a period of twenty-four (24) months following the termination or expiration of this Agreement, employ, solicit, or make an offer of employment or enter into any employment agreement with any person who has been a PSI employee who at any time during the term of this Agreement provided, supervised, directed or was involved in any manner in the provision of Services under this Agreement. Client further agrees not to hire any PSI employee nor any contractors, or subcontractors providing Services under this Agreement, without the express written permission of the President of PSI. This provision shall apply to any employee, independent contractor, any independent contractor or employee who is involved with an agency providing Services under this Agreement or is a related entity or is involved in any type of agreement to provide Services to the Client as an employee or subcontractor of PSI.

XIV. Insurance. Client shall keep Client's buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion, similar casualties, or other cause including personal injury

normally covered in standard broad form property insurance policies. Provider will maintain adequate security for damages within the self insured retention selected as determined by a reputable actuary.

XV. Termination. PSI shall have the right at its own discretion, to terminate this Agreement in the event that Client fails to make any payment when due under this Agreement and said payment remains unpaid for a period of five (5) days after written notice to Client from PSI. Furthermore, PSI shall have the right to terminate this Agreement in the event Client is determined by PSI to have engaged in any illegal, unethical or unprofessional behavior or actions that PSI deems to be detrimental to its continued performance of Services under this Agreement. PSI also reserves the right to terminate this Agreement in the event that Client materially breaches the terms of this Agreement and said breach is not cured within thirty (30) days of notice from PSI. Furthermore, PSI reserves the right to terminate this Agreement in the event of any filings pertaining to the insolvency of Client including bankruptcy, receivership, or State take-over.

XV(a). In the event that Client seeks to terminate this Agreement based upon an allegation of material breach of this Agreement by PSI, Client shall be obligated to do the following:

1. Client shall provide written notice to PSI specifically setting forth the facts and reasons utilized by Client to claim a material breach by PSI.
2. PSI shall have thirty (30) days after receipt of notice from Client to work with Client to improve the situation to a reasonably satisfactory level that addresses the areas of concern set forth in the written notice provided by Client to PSI.
3. If PSI cannot improve the matters cited in the written notice to a reasonably satisfactory level as agreed upon by the parties within said thirty (30) day period, Client shall have the right to terminate the contract.

XVI. Confidentiality. By virtue of this Agreement, Client shall have access to information that is Confidential and Proprietary to PSI, including (without limitation) business and financial records, billing information, contracts, vendor/supplier information, customer lists and demographic information, policies, and procedures. Confidential, Proprietary Information includes manuals, and strategic planning information which may be in various forms and media, and which may be or may come into existence at any time this Agreement is in effect. Such Confidential, Proprietary Information belongs solely to PSI and Client shall have no ownership in, or control over it. Client shall maintain the confidentiality of all Confidential and Proprietary Information, and shall not disclose it to third parties unless required to do so by law. Nor shall Client use any Confidential and Proprietary Information for its own benefit to the competitive detriment or embarrassment of PSI. This requirement is perpetual and survives the termination of this Agreement.

XVII. Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to PSI as follows:

To Client: PSI
Attention: Nancy Musci,
Director of Administration
2112 Case Parkway South #10
Twinsburg, Ohio 44087-0468

XVIII. Assignment. The Agreement may not be assigned by either party without the written consent of the other.

XIX. Waiver. A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure.

XX. Severability. If any term or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

XXI. Amendments to Agreement. All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision.

XXII. Findings for Recovery. PSI warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Provider has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

XXIII. Captions. Headings and titles of Articles, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

XXIV. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

XXV. Entire Agreement. This Agreement and its attachments and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

XXVI. Purchase Order. Receipt of Purchase Order from Client constitutes agreement with the terms and conditions of this Agreement, herein.

XXVII. Governing Law. This Agreement will be interpreted, construed, and governed according to the laws of the State of Ohio.

_____ Strongsville City Schools Designee George Anagnostou, Treasurer _____ Print Name and Title _____ Witness _____ Date	_____ PSI Designee Steven L. Rosenberg, President _____ Print Name and Title _____ Witness 5.31.16 _____ Date
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ATTACHMENT A

The schools and services to be served by PSI for the 2016-2017 school year are listed below. Any errors, additions, or deletions should be noted either on the purchase order submitted or through an explanatory letter.

<u>School</u>	<u>Position</u>	<u>Hours per Wk</u>	<u>Days per Wk</u>	<u>Wks per Yr</u>	<u>Total Hours</u>	<u>Total Days</u>	<u>Annual Cost</u>
Ss. Joseph and John Interparochial	Certified Health Aide	30		36	1080		\$17,388.00
Ss. Joseph and John Interparochial	Registered Nurse				63		\$2,302.02
Ss. Joseph and John Interparochial	Speech/Language Pathologist	17.5		36	630		\$33,257.70
Ss. Joseph and John Interparochial	School Psychologist / Psychologist	35		36	1260		\$61,185.60
Ss. Joseph and John Interparochial	Remedial Teacher	35		36	1260		\$60,202.80
Ss. Joseph and John Interparochial	VIB Speech	3.5		36	126		\$6,651.54
					Total		\$180,987.66



PSI Associates, Inc./PSI Affiliates, Inc.
ATTACHMENT B
REGISTERED NURSE (RN) POSITION DUTIES

Nurses employed by PSI are responsible to provide direct clinical nursing services to students entering the clinic or in need of first aid and / or CPR while on school premises. Distribution of medication and the provision of other standard clinical nursing services will be provided to ill or injured students as need indicate. The nurse is to be knowledgeable of PSI procedures and those promulgated by the State Board of Health and the appropriate County Board of Health.

Guidelines and regulations of the State Department of Health are followed by PSI health personnel. Adherence to state requirements regarding immunizations, report of contagious diseases, etc. is strictly maintained. In addition, all PSI RNs are conversant with the PSI Affiliates, Inc. *Health Resource Guide*.



PSI Associates, Inc./PSI Affiliates, Inc.
ATTACHMENT B
HEALTH AIDE POSITION DUTIES

Under the supervision and direction of PSI, the PSI Health Aide assists in providing services to schools that work toward the good health and wellness of students and the improvement of health conditions in general.

The PSI Health Aide, when appropriate, assists the PSI Registered Nurse with student health needs; administers prescribed oral, topical or inhaled, but not injectable medications with the exception of glucagon or an EpiPen; monitors student behavior and reaction to the administration of medication; provide first aid in accordance with established first aid procedures; assists the PSI Registered Nurse, when appropriate, in screening programs and school programs; completes required documentation of health services needed and provided; is responsible for health clinic records; is responsible for shared health clinic maintenance; provides and promotes relationships between community health providers and students, parents, and the community at large. In addition, all PSI Health Aides are conversant with the PSI Affiliates, Inc. *Health Resource Guide*.

PSI Associates, Inc./PSI Affiliates, Inc.
ATTACHMENT B
SPEECH/LANGUAGE RESPONSIBILITIES

The following are among the duties assigned to the Speech Language Pathologist. These duties may be performed in elementary, secondary or preschool programs and may vary depending upon building assignment. Specific duties are assigned by PSI in consultation with school personnel and may include the following:

- 1) Ensure that all procedures are in compliance with state, federal, and local requirements regarding the valuation, placement, and education of students with disabilities.
- 2) Conduct appropriate individual evaluations of the communicative status of students referred for suspected speech/language disabilities. Contribute appropriate paperwork for the Evaluation Team Report.
- 3) Conduct screening activities for students according to timetables established by local school and/or PSI policy.
- 4) Develop and implement Individual Education Plans, Service Plans and/or Intervention Programs for students.
- 5) Conduct individual and/or small group therapeutic activities for students identified as needing Speech/Language services.
- 6) Develop lesson plans and individual daily objectives for each student served.
- 7) Maintain accurate, complete, and up-to-date files for each student served. Such files should contain evaluation reports, Individualized Education Programs, Service Plans, progress reports, and records of correspondence regarding the student.
- 8) Participate as a member of the multidisciplinary team in evaluation and decision-making activities for any student referred for a suspected disability, where assessment of communicative status is required.
- 9) Make referrals to and communicate with qualified school professionals as appropriate.
- 10) Ongoing consultation with administrative and professional supervisors, including participation in site visits, in accordance with policies of PSI and the Ohio Board of Speech Language Pathology & Audiology.
- 11) Adherence to appropriate professional codes of ethics (e.g., Ohio Board of Speech & Language Pathology & Audiology, ASHA).

PSI Associates, Inc./PSI Affiliates, Inc.
ATTACHMENT B
SCHOOL PSYCHOLOGY PERSONNEL RESPONSIBILITIES

The heart of PSI's school psychology program lies in the daily provision of direct services to school children by staff members. Duties may vary depending upon the building to which PSI staff is assigned. Specific duties are assigned by PSI in consultation with school personnel and may include the following:

1. Pre-referral consultation and intervention services delivered in accordance with state and federal guidelines.
2. Participate in Student Assistance Teams.
3. Participate in the evaluation and decision-making activities of Evaluation and IEP Teams convened for students with suspected disabling conditions (e.g., Learning Disabilities; Intellectual Disabilities; Emotional Disturbances; etc.).
4. Multifaceted evaluation activities to plan interventions and/or assist in determining Special Education eligibility and needs
5. Consult and coordinate with school officials and PSI administrative supervisors regarding identification and placement activities for students with suspected disabilities.
6. Coordinate data collection and preparation of Evaluation Team Report.
7. Individual/Small group counseling for students to address social, emotional, behavioral and academic concerns.
8. Skill training programs with students to foster more appropriate social, emotional, behavioral and academic skills.
9. Consultation with teachers and other staff members regarding appropriate educational practices to enhance achievement and promote healthy adjustment.
10. Attendance at periodic in-service and staff development programs offered by PSI, public school districts, and other agencies.
11. Ongoing consultation with administrative and professional supervisors, including participation in site visits, in accordance with policies of PSI and the Ohio Board of Psychology.
12. Adherence to appropriate professional codes of ethics (e.g., OSPA, NASP).

PSI Associates, Inc./PSI Affiliates, Inc.
ATTACHMENT B
EDUCATIONAL SPECIALIST RESPONSIBILITIES

The goal of PSI's Educational Services Program is to provide educational instruction via direct services to school-age children. Specific duties may vary depending upon the building to which PSI staff is assigned. Among the responsibilities of an educational specialist are the following:

1. Establish a productive, educational connection with our students and a professional relationship with school officials. Establish and maintain a professional relationship with students' parents/guardians.
2. Identify individual goals and objectives for each student served. Develop lessons plans that relate to the student's goals/objectives and curriculum; are appropriate for the student's age, grade level, and ability; and are of a motivating, innovative nature.
3. Collaborate and consult with teachers, principal and other staff members regarding appropriate educational practices to enhance achievement and promote healthy adjustment.
4. Implement Individualized Education Programs (IEP), Individualized Services Plan (ISP) and or Intervention Programs for students where applicable.
5. Provide administrators, teachers and parents with periodic progress reports for students served. This may be in the form of a verbal and/or written communication.
6. Complete and return by the due date all forms/paperwork required by PSI.

PSI Associates, Inc./ PSI Affiliates, Inc.
Attachment C
Leave Days

Eligible* employees may qualify for a maximum of two (2) leave days authorized for professional development, and a maximum of five (5) days authorized for illness, personal reasons, and emergency school closings during the school year. Such days are verified on monthly timesheets submitted to Client. Schools will not be charged for lost days beyond the maximum.

*Eligible employees may include Speech/Language Pathologist, Intervention Specialist, Gifted/Talented Teacher, Remedial Teacher, Foreign Language Services, Psychologist, Counselor, and Special Education Services

**RESOLUTION TO TERMINATE EMPLOYMENT
(O.R.C. §3319.081)**

The Board of Education of the Strongsville City School District, Strongsville, Ohio, met in _____ session on the 11th day of July, 2016 at the offices of said Board with the following members present:

The Treasurer advised the Board that the notice requirements of O.R.C. §121.22 and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following resolution:

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Strongsville City School District, Strongsville, Ohio, that:

Section 1; The employment of Nicola Mandic a custodian is hereby terminated, effective immediately, on the basis of her violation of written rules and regulations of the Board, and neglect of duty within the meaning of O.R.C. §3319.081. The specific conduct for which such termination is based is Mr. Mandic's failure to report to work.

Section 2: The Treasurer is directed to provide Mr. Mandic with written notice of this action on behalf of the Board.

Section 3: It is hereby found and determined that all formal actions of this Board concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with law.

_____ seconded the Motion and upon roll call, the vote resulted as follows:

Motion passed and adopted this 11th day of July, 2016.

President, Board of Education

ATTEST:

Treasurer