

The Twinsburg City School District Board of Education met in REGULAR session on the above date at the Twinsburg Government Center in Council Chambers, 10075 Ravenna Rd, Twinsburg, Ohio, at 7:00 p.m. The following Board Members were present: Mr. Cellura, Mr. Curtis, Mrs. Davis (Vice-President), Mrs. DeFabio, and Mr. Felber (President). In attendance were Superintendent Powers, Treasurer Aho, and Business Manager Welker. Recordings of the Board of Education meeting are made as part of the official record and are kept at the Board Office. Video recordings and Board approved Minutes are available on the District's web site. Mr. Felber, presiding, called the meeting to order.

19-324 **Amend Agenda**

Mr. Felber moved and Mr. Cellura seconded that the Twinsburg Board of Education Amend Agenda Item I-14; Strike and Replace the Solutions Behavior Resolution.

*Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.
The Board President declared the motions approved.*

Reports:

Presentation of the 2019 Ohio Superintendent Outstanding Performance Award given to Twinsburg City School District Superintendent, Kathryn Powers.

Dr. Dan Keenan, Executive Director, Martha Holden Jennings Foundation
Congratulating and presenting special recognition to Superintendent, Mrs. Powers were community dignitaries representing the City of Twinsburg, Village of Reminderville, Congressman, David Joyce, Twinsburg Support Staff Association, Twinsburg Teachers Association, Twinsburg PTAs, Twinsburg Public Library, Twinsburg Chamber of Commerce, Twinsburg Township and the Twinsburg Board of Education.

Beech Brook Services, 2018/2019 End of the Year Report

Presented by: Denise Traphagen, Director of Pupil Services,
Carrie Tulino-Bell, Supervising Social Worker, Beech Brook
Kristie Blubaugh, Social Worker, Beech Brook
Felicia Coffman, Social Worker, Beech Brook

19-325 **Recess**

Mr. Felber moved and Mr. Cellura seconded that the Twinsburg Board of Education takes a short recess at 7:44 p.m. to congratulate Superintendent, Mrs. Powers on the MHJ Award.

*Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.
The Board President declared the motion approved.*

The Board reconvened from Recess at approximately 7:58 p.m.

The following members were present:

Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.

Mrs. Davis moved and Mr. Curtis seconded that the Twinsburg Board of Education adopt resolutions 19-326 to 19-328.

19-326 **Employment**

That the Twinsburg Board of Education accepts the Certificated/Licensed Personnel and/or contract recommendations detailed in the attached Exhibit as per the dates, terms, and other applicable conditions specified, pending satisfactory ORC background check.

CONTRACTS					
Certificated Staff Recommendations					
Name	Position	Bldg.	Rate	Effective	Notes
Andrassy, Jennifer	Teacher	RBC	\$26.50/hr.	8/12/19	Two (2) hours at the teacher stipend rate for Wellness Committee meeting and planning. General Fund expenditure.
Ball, Jennifer	Teacher	Wilcox/Bissell	Step 4 MA	2019-2020	One-Year Limited Contract; replacing C. Wilner who replaced J. Tait who previously resigned.
Bilinski, Mary	Teacher	Bissell	\$26.50/hr.	8/01/19 – 8/16/19	Up to six (6) hours at the teacher stipend rate for Blended Learning planning; Title 2A funding.
Case, Jillayne	Teacher	Dodge	\$26.50/hr.	8/12/19	Two (2) hours at the teacher stipend rate for Wellness Committee meeting and planning; General Fund expenditure.
Frank, Ryan	Teacher	RBC	\$26.50/hr.	8/12/19	Two (2) hours at the teacher stipend rate for Wellness Committee meeting and planning; General Fund expenditure.
Loretz, Feleisha	Intervention Specialist	RBC	\$26.50/hr.	8/16/19	Up to four (4) hours for classroom preparation. This is a General Fund expenditure.
Greene, Brynn	Intervention Specialist	RBC	\$26.50/hr.	8/16/19	Up to four (4) hours for classroom preparation. This is a General Fund expenditure.
Hodakievic, Allen	Teacher	THS	\$26.50/hr.	8/12/19	Two (2) hours at the teacher stipend rate for Wellness Committee meeting and planning; General Fund expenditure.
Jarmusik, Claire	Teacher	Dodge	Step 3 BA + 24	2019-2020	One-Year Limited Contract;
Kirtley, Casey	AV Technical Manager	District	8/01/19 – 7/31/20	\$26.50/hr. Mon-Fri. \$39.75/hr. Sat. & Sun.	Up to forty-five (45) hours total per month from 8/01/19 – 7/31/20 as pre-approved by the Business Manager.
Loretz, Feleisha	Intervention Specialist	RBC	\$26.50/hr.	8/16/19	Up to four (4) hours for classroom preparation. This is a General Fund expenditure.
Mendez, Jessica	Teacher	Wilcox	Step 1 BA + 24	2019-2020	One-Year Limited Contract.
Miller, Rachael	Teacher	Bissell	\$26.50/hr.	8/12/19	Two (2) hours at the teacher stipend rate for Wellness Committee meeting and planning; General Fund expenditure.
Potkalitsky, Tiffany	Teacher	Bissell	\$26.50/hr.	8/01/19 – 8/16/19	Up to six (6) hours at the teacher stipend rate for Blended Learning planning; Title 2A funding.

Platek, Lindsey	Teacher	Dodge	Step 6 BA + 16	2019-2020	One-Year Limited Contract.
Raczka, Maria	Title One Reading Specialist	Dodge	Step 4 MA + 16	2019-2020	One-Year Limited Contract; 0.5 FTE; Retire/Rehire provision of the TEA Contract.
Richardson, Merrin	Teacher	THS	\$26.50/hr.	8/12/19	Two (2) hours at the teacher stipend rate for Wellness Committee meeting and planning; General Fund expenditure.
Sabo, Alexis	Intervention Specialist	RBC	\$26.50/hr.	8/16/19	Up to four (4) hours for classroom preparation. This is a General Fund expenditure.
Sanders, Dominique	Teacher	THS/Wilcox	\$26.50/hr.	8/12/19	Two (2) hours at the teacher stipend rate for Wellness Committee meeting and planning; General Fund expenditure.
Schwed, Dominic	Teacher	Bissell	\$26.50/hr.	8/12/19	Two (2) hours at the teacher stipend rate for Wellness Committee meeting and planning; General Fund expenditure.
Springer, Don	Teacher	RBC	\$26.50/hr.	8/12/19	Two (2) hours at the teacher stipend rate for Wellness Committee meeting and planning; General Fund expenditure.
Szabo, Josephine	Intervention Specialist	Bissell	Step 2 BA	2019/2020	One-Year Limited Contract.
Velbeck, Brian	Teacher	Dodge	\$26.50/hr.	8/12/19	Two (2) hours at the teacher stipend rate for Wellness Committee meeting and planning; General Fund expenditure.
Welton, Amanda	Teacher	Wilcox & Dodge	Step 2 BA	2019-2020	One-Year Limited Contract; Kindergarten Specialist and Title One Reading Specialist.
Widener, Rebecca	Teacher	Dodge	\$26.50/hr.	8/01/19 – 8/16/19	Up to six (6) hours at the teacher stipend rate for Blended Learning planning; Title 2A funding.
Wilson, Lauren	Teacher	Wilcox	\$26.50/hr.	8/12/19	Three (3) hours at the teacher stipend rate for Wellness Committee meeting and planning; General Fund expenditure.

SUBSTITUTES				
Certificated Staff Recommendations				
Name	Certification/ Licensure	Effective	Per Diem Rate	Notes
Ball, Taylour	4-year Resident Educator License – Integrated Language Arts (7-12)	8/19/19 – 10/01/19	\$95.00/day	Long-Term Sub for Gabrielle Copen (RBC)

19-327 **Employment**

That the Twinsburg Board of Education accepts the Classified Personnel and/or contract recommendations detailed in the attached Exhibit as per the dates, terms, and other applicable conditions specified, pending satisfactory ORC background check.

Minutes of REGULAR Meeting

August 21, 2019

CONTRACTS					
Classified Staff Recommendations					
Name	Position	Bldg.	Rate	Effective	Notes
Brenner, MaryAnn	Assist. to Director of Pupil Services	THS	Current Hourly Rate	8/13/19	Summer Evening Student Registration; up to four (4) hours; General Fund expenditure.
Colon, Donald	Janitor	Wilcox	Step 10 \$8.20/hr.	9/03/19	260-day contract, prorated for the 2019/2020 school year; five (5) hours per day; replacing M. Akers who transferred to Dodge.
Eglar, Sandra	Lunchroom/ Playground Assist.	Dodge	Step 1 \$13.72/hr.	8/19/19	193-day contract; three (3) hours per day.
Morris, Donita	Lunchroom/ Playground Assist.	Dodge	Step 1 \$13.72/hr.	8/19/19	193-day contract; three (3) hours per day; replacing J. May who resigned.
Shobert, Kathryn	Instructional Assistant	THS	Step 2 \$14.91/hr.	8/19/19	193-day contract; seven (7) hours per day; replacing M. Mrakuzic who resigned.
Shula, Christy	Library Assistant	Bissell	Step 1 \$14.60/hr.	8/21/19	193-day contract, prorated for the 2019/2020 school year; seven and one half (7.5) hours per day; replacing A. Allen who resigned.
Turner, Aidan	AV Technical Student Worker	District	\$11.50/hr.	8/22/19	Hours to be determined by the Business Manager.
Vaidean, Bonnie	Dispatcher	Transportation	Current Hourly Rate	8/13/19	Summer Evening Student Registration; up to four (4) hours; General Fund expenditure.
Willis, Minyan	Administrative Assistant	RBC	Current Hourly Rate	8/13/19	Summer Evening Student Registration; up to four (4) hours; General Fund expenditure.
Wright, Amy	Instructional Assistant	Wilcox	Step 2 \$14.91/hr.	2019-2020	193-day contract; seven (7) hours per day; replacing S. Smith who resigned.

RESIGNATIONS					
Classified Staff Recommendations					
Name	Position	Bldg.	Effective	Notes	
Alexander, James	Bus Driver	Transportation	8/19/19		
Falconbery, Tina	Bus Driver	Transportation	8/08/19		
Ma, Ann	Bus Driver	Transportation	8/16/19		
Shobert, Kathryn	Lunchroom/ Playground Assistant	Wilcox	8/19/19	Resignation contingent upon approval as Instructional Assistant at THS	
Smith, Shanaya	Instructional Assistant	Wilcox	8/01/19		

19-328 **Employment**

That the Twinsburg Board of Education accepts the Supplemental Contract recommendations detailed in the attached Exhibit as per the dates, terms, and other applicable conditions specified, pending satisfactory ORC background check.

EXTRACURRICULAR					
Name	Contract	Bldg.	Effective	% of Base	Notes
Butler, Allison	HS Foreign Language Club Advisor	THS	2019-2020	0.875%	Split contract with Nancy Drain
Drain, Nancy	HS Foreign Language Club Advisor	THS	2019-2020	0.875%	Split contract with Allison Butler
Gorman, Anne	Girls' JV Tennis Coach	THS	2019-2020	0.77%	
Gorman, Anne	HS Junior Class Advisor	THS	2019-2020	2.50%	Split contract with Megan Holzheimer
Houston, John	Football Freshman Coach	THS	2019-2020	0.75%	
Milano, Lisa	HS Pep Club Advisor	THS	2019-2020	1.50%	Split contract with Candice Wolf
Rader, Jessica	Basketball – Girls' Varsity Head Coach	THS	2019-2020	15.00%	
Schmook, Phillip	Basketball – Boys' Varsity Head Coach	THS	2019-2020	15.00%	
Wolf, Candice	HS Pep Club Advisor	THS	2019-2020	1.50%	Split contract with Lisa Milano

*Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.
The Board President declared the motions approved.*

Mr. Cellura moved and Mrs. Davis seconded that the Twinsburg Board of Education adopt resolutions 19-329 to 19-342.

19-329 Donation

That the Twinsburg Board of Education approves the donation from Kent State University – Twinsburg, 2745 Creekside Drive, Twinsburg, Ohio 44087, to Twinsburg High School in the amount of \$750.00 for sponsorship of *The Academy at Twinsburg High School's* kick-off event scheduled for September 11, 2019.

19-330 Athletic Passes

That the Twinsburg Board of Education approves the Twinsburg Tigers Athletic Pass prices for the 2019/2020 season.

Good for the entire 2019-2020 school year of THS HOME Athletic Events (Not valid at RBC or OHSAA events)	
Student Pass	\$ 50
Adult Pass	\$ 90
2 Adult Pass	\$160

19-331 Agreement

That the Twinsburg Board of Education approves the *Settlement Agreement, Release and Waiver* for transportation expenses for one (1) student receiving special education services outside the District per the conditions outlined in the agreement.

19-332 **Handbook**

That the Twinsburg Board of Education approves the *2019/2020 Activity Advisor Handbook*.

19-333 **Agreement - Beachwood BoE**

That the Twinsburg Board of Education approves an Agreement with the Beachwood Board of Education for the admission of one (1) student for the purposes of special education services for the 2019/2020 school year.

19-334 **Agreement - Medina CSD**

That the Twinsburg Board of Education approves the Superintendent's Agreement for Free Attendance with the Medina City Schools for one (1) student, residing in Twinsburg to attend Medina City Schools for reasons deemed appropriate for the 2019/2020 school year.

19-335 **Agreement - ESC of NEO**

That the Twinsburg Board of Education approves the Agreement with the Educational Service Center of Northeast Ohio for one (1) student to attend the Passport School Program for the 2019/2020 school year at a total cost of \$55,043.31 (\$288.89/day for 179 days; 17 hours of speech therapy at \$60.00/hour; 34 hours of OT services at \$68.00/hour). This is a General Fund expense.

19-336 **Agreement - ESC of NEO**

That the Twinsburg Board of Education approves the agreement with the Educational Service Center of Northeast Ohio for a Teacher of Visually Impaired for up to 50 hours at a rate of \$97.00 per hour, an Educational Audiologist for up to 45 hours at a rate of \$91.63 per hour, a Teacher of Hearing Impaired for up to 80 hours at a rate of \$87.00 per hour and an Orientation/Mobility Trainer for up to 10 hours at a rate of \$72.00 per hour, for the 2019/2020 school year.

19-337 **Agreement - Kent State**

That the Twinsburg Board of Education approves the Internship/Field Experience Agreement with Kent State University for internships/field experiences for students enrolled in the Kent State University School of Health Sciences, Athletic Training Program, for a period of up to five (5) years, effective the 2019/2020 school year.

19-338 **Agreement - Beech Brook**

That the Twinsburg Board of Education approves the contract with Beech Brook, 3737 Lander Road, Cleveland, OH 44124, per the terms and conditions set forth in the Agreement; July 1, 2019 through June 30, 2020; total cost not to exceed \$211,192.00. This is a General Fund expenditure. See page 313 – 316

19-339 **Deletion of Inventory**

That the Twinsburg Board of Education approves the deletion from inventory of the Play Clocks that are no longer working; Inventory Tag # 015510 and 015509.

19-340 **Agreement - Transportation**

That the Twinsburg Board of Education approves a *Release of Transportation* for three students from the Solon City School District.

19-341 Agreement - Sendero Therapies

That the Twinsburg Board of Education approves the Agreement for Occupational Therapy Services and consultation with Sendero Therapies, Inc. for the 2019/2020 school year. Services provided by an Occupational Therapist will be billed at \$68.00/hr. and services provided by an Occupational Therapy Assistant will be billed at \$53.00/hr., not to exceed \$305,875.00 for the 2019/2020 school year and an additional \$17,272.50 for carry over services from the 2018/2019 school year. This is a General Fund expense.

See page 317 – 320

19-342 Agreement - Solutions Behavior

To the extent consistent with State Law, resolve the Twinsburg Board of Education approves the Agreement for Behavioral Intervention Services with Solutions Behavioral Consulting, LLC, for the period of August 15, 2019 through September 23, 2020.

Consultation services will be billed at \$150.00/hr. and services provided by behavior technicians will be billed at \$45.00/hour, not to exceed \$265,000.00; This is both a Title VI-B and a General Fund expense.

See page 321 – 325

*Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.
The Board President declared the motions approved.*

19-343 EXECUTIVE SESSION

Mr. Felber moved and Mr. Curtis seconded that the Twinsburg Board of Education meet in Executive Session at 9:00 p.m. to discuss employment, compensation, and/or discipline of public employees, as per Board of Education Policy #0166 (A).

Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.
The Board President declared the motion approved.

The Board reconvened from Executive Session at approximately 11:30 p.m.

The following members were present:

Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.

19-344 Adjournment

Mr. Felber moved and Mr. Curtis seconded that the Twinsburg Board of Education adjourn at 11:31 p.m.

Ayes: Mr. Cellura, Mr. Curtis, Mrs. Davis, Mrs. DeFabio and Mr. Felber.
The Board President declared the meeting adjourned.

President of the Board

Treasurer

AGREEMENT

This agreement is entered into this 1st day of July 2019, by and between the Board of Education of the Twinsburg City School District ("Board") and Beech Brook, by and through their authorized representatives.

WHEREAS, the Board has identified, through its administration, the need to provide services to meet select social-emotional needs of at-risk and behaviorally challenged students as a strategy to advance academic performance and good school citizenship; and

WHEREAS, Beech Brook has extensive experience providing services to address students' social-emotional issues in school settings, which includes training, consultation, and intervention with youth identified by the District as in need of assistance; and

WHEREAS, the Board and Beech Brook desire to enter into a collaborative arrangement to provide on a program basis, certain services to students residing within the District.

The Twinsburg City School District and Beech Brook agree as follows:

1. Effective for the period July 1, 2019, through and including June 30, 2020, totaling 260 working days with 10 paid holidays, the Board will contract with Beech Brook to provide the following services designed to assist students:
 - A. Support for students' social-emotional needs consistent with their identification as an at-risk youth and/or a student identified as disabled pursuant to the Individuals with Disabilities Education Improvement Act ("IDEA") and/or Section 504 of the Rehabilitation Act of 1973 ("Section 504"). Students identified as disabled shall receive services consistent with their individualized education programs ("IEPs") or Section 504 Plans. These support services may occur in individual, group and/or family-based settings.
 - B. Training for District staff on agreed upon topics.
 - C. Consultation with District staff regarding students' needs.
 - D. Participation in universal programming and building initiatives as identified by the District.
2. Beech Brook shall assign three full-time Master's level counselors and/or social workers who will provide building services to students and their families. Staff will report to the Beech Brook Program Supervisor, who will coordinate services through the District's Director of Pupil Services. The Program Supervisor will report directly to the Beech Brook Clinical Director who is responsible for providing overall clinical and administrative leadership to the program.

3. In consideration of the services to be provided by Beech Brook under this agreement, the Board agrees to pay Beech Brook approximately and not in excess of \$211,192 as outlined in "Beech Brook Model for Twinsburg City Schools" (Attachment). The District will make payments to Beech Brook on a quarterly basis, with the first payment due on or before August 1, 2019. The remaining quarterly payments will be made on or before January 1, 2020, April 1, 2020, and July 1, 2020. Beech Brook agrees to provide a detailed quarterly invoice that identifies the variable quarterly charges/costs/expenses – e.g. VP, Clinical Services (paid on a per hour basis), program supplies, Staff Travel – Mileage, etc. It is expected that the Supervisor and Licensed Therapists' salaries (including payroll taxes and benefits), Telecommunications, and Overhead as set forth in the Attachment will be evenly divided as part of the quarterly payments. The quarterly invoices must be delivered to the District's Treasurer at least twenty (20) calendar days before the quarterly payment is due pursuant to this Paragraph.
 - A. In the event that positions are open, or staff are on extended leave of absence, Beech Brook will make every attempt to fill the positions and provided the agreed upon services. If the position is covered by staff with lower salary expense, or less than full time hours, the actual hours spent providing service will be billed at covering staff person's actual rate. Conversely, if hours are covered by staff with a higher rate than currently agreed upon, invoices for staff time will be billed out at originally budgeted amount of staffing expense, not to exceed the agreed upon contract of \$211,192.
4. It is expressly understood and agreed that this agreement shall be for the period of July 1, 2019, through and including June 30, 2020, and shall expire without further obligation of the Board to Beech Brook or Beech Brook to the Board. The agreement may be terminated in advance of its specific expiration date by the Board or Beech Brook, upon written notification given ninety (90) days in advance of termination sent by certified mail, return receipt requested. As of the effective date of termination, Beech Brook will cease to work on the terminated activities under this agreement and the Board will be relieved of its obligation to make future payments pursuant to this agreement, with the exception of any payments owed to Beech Brook for services provided prior to the termination date.
5. Beech Brook shall submit to the District Treasurer, prior to commencing services under this agreement, proof of liability insurance in the minimum amount of \$1 million per occurrence/\$2 million aggregate to cover any potential claims, suits, actions or legal proceedings that might be brought against the Board based upon alleged acts or omissions of Beech Brook staff related to their work pursuant to this agreement. Beech Brook's liability insurance policy shall name the Board as an additional insured.
6. The Board shall designate Beech Brook staff as "school officials" with "legitimate educational interests" in accordance with the Family Educational Rights and Privacy Act

(“FERPA”) so that they may have access to personally identifiable information (“PII”) concerning District students. Beech Brook staff are required to maintain strict confidentiality concerning any and all PII they have access to while working in the District. Records that contain PII and that are developed by Beech Brook staff related to the support services they are providing pursuant to this agreement shall be maintained as education records in accordance with FERPA and applicable State law (e.g., Ohio Revised Code 3319.321).

TWINSBURG CITY SCHOOL DISTRICT BOARD OF EDUCATION:

By _____
 Superintendent,
 Twinsburg City School District

Date

By _____
 Treasurer,
 Twinsburg City School District

Date

BEECH BROOK:

By _____
 President/Chief Executive Officer,
 Beech Brook

Date

Beech Brook Model for Twinsburg Schools
July 1, 2019 - June 30, 2020

Line Item	Description	FTE	Proposed 3 FT Staff
Salary Related Expenses:			
Title			
Clinical Director	1 hour per week	0.03	\$ 3,362
Supervisor	Supervisor	1.00	\$ 51,953
Licensed Therapist	Full Time Licensed Therapists	2.00	\$ 89,275
Total Salaries			
		3.03	\$ 144,591
Payroll Taxes & Benefits	Calculated @ 28%		\$ 40,485
Total Salary Related			
			\$ 185,076
Program Expenses:			
	Description		
Program Supplies	Program & office supplies, Wrap spending		\$ 200
Telecommunications	Employee cell phones and laptops		\$ 1,750
Staff Travel - Mileage	Employee mileage to and from work sites, \$.45 per mile		\$ 700
Total Program Expenses			
			\$ 2,650
Administrative Expenses:			
Overhead	Agency program support: HR, Acctg, IS, etc.		\$ 23,466
Total Expenses			
			\$ 211,192

AGREEMENT

This agreement effective on this 19th day of June 2019, by and between Twinsburg Board of Education (hereinafter referred to as DISTRICT) and Sendero Therapies, Inc., (hereinafter referred to as CONSULTANT.)

For mutual consideration, the parties hereby agree as follows:

- I. Duties of the Consultant
 - A. To provide Occupational Therapy in accordance with the Individual with Disabilities Education Improvement Act (IDEA) and its implementing Regulations and the State of Ohio's Education of Children with Disabilities Act and its Model Procedures.
 - B. Record students' evaluation and treatment results and progress and provide copies to District.
 - C. To develop and provide Occupational Therapy as outlined in a Student's Individualized Education Program.
 - D. Provide consultation and collaboration services.
 - E. Provide services to meet district needs for all students to include response to intervention model services.
 - F. Therapists will be available to render services required hereunder during normal school hours (7:30 a.m-4:30 p.m. or from 7 a.m.-4 p.m., depending on building start/end times), unless, otherwise agreed upon by both parties, as an accommodation.
 - G. Consultant will maintain all necessary state licensure requirements by the OT licensure board and the Ohio Department of Education for all Therapists providing services at District.
 - H. Consultant will maintain professional liability insurance and indemnify and hold District harmless for any malpractice claims that are a direct result of the services performed by Consultant.
 - I. All Sendero Therapies, Inc employees will have shown documentation of a cleared BCI and FBI background check.

II. Duties of the District

- A. Provide rent free space and equipment as is reasonably required to enable Consultant to perform duties and services.
- B. Provide copies of IEPs and other related reports and materials as necessary for Consultant to perform its services.
- C. If the district is using computerized IEP writing program the District shall provide access to Consultant staff both at school and at home (if available to district staff) in order to be able to input IEP, MFE information.

III. Frequency of Services, Fee Schedule and Terms

- A. Consultant shall make occupational therapy services available to meet district needs. Such availability shall be invoiced to the Facility regardless of student presence or absence except for advanced scheduled school breaks. Scheduled days that are cancelled by the Consultant shall not be invoiced to the Facility.
 - a. Hours to service district provided by an Occupational Therapist will be billed at \$68.00 an hour.
 - b. Hours to service district provided by an Occupational Therapy Assistant will be billed at \$53.00 an hour.
- B. Both parties will honor federal and state regulations for caseload coverage and days will be automatically adjusted if therapist/student ratios change. If Consultant is required to add additional therapists, Consultant and District shall enter into an amendment to this Agreement that reflects the change in rates and services provided.
- C. Consultant's services shall be invoiced to the District regardless of student presence or absence except for advanced scheduled school breaks. Scheduled days that are cancelled by the Consultant shall not be invoiced to the District.
- D. Upon written request of District, Consultant shall provide occupational therapy sessions for extended school year services (includes travel expenses) at the rate of time and a half per hour. Consultant services shall be invoiced to the District regardless of student presence or absence. Scheduled days that are cancelled by the Consultant shall not be invoiced to the District.
- E. Additional time for Professional Development Training to District's staff will be provided by Consultant upon written request of District. Said Training shall be billed to the District at the rate of \$95.00 per hour. Fees include preparation, set up time of presented materials and presentation.
- F. Consultant shall invoice the District monthly for the performance of Consultant's services. The District will pay said invoices according to the District's standard accounts payable policies.
- G. Every effort will be made to accommodate services requested. Therapists are

assigned based on identified service needs based on caseload information. Consultant shall make a good faith effort to accommodate these needs, however it shall not be held responsible for any claim or inability to meet staffing or service needs if there are increased demands which differ significantly from the initial staff assignment or in the event that the Consultant staff member is unable to perform their duties as a result of any medical or other unanticipated condition which would prevent them from providing services. No claim shall be made against Consultant if Consultant is unable to attain staff or loses staff members at no fault of Consultant.

- H. 2019-20 services not to exceed total invoices \$305,875.00. This number is based on beginning of the year therapist-student ratios (41 preschool and 133 school age). Additional services to be rendered if ratio exceeds beginning of school year status or if additional student services are necessitating. Adjustments in services and payment to be mutually agreement between parties. Services carried over from 2018-19 to be paid in first invoice of 2019-20 is \$17,272.50. Total contract for 2019-20 not to exceed \$323,147.50.

IV. Grounds for Termination

The District and Consultant shall have grounds for termination of this agreement upon:

- A. Thirty days written notice by Consultant or District.
B. Failure of either party to comply with the terms of this Agreement.

V. Miscellaneous

- A. This agreement shall be construed in accordance with the laws of the State of Ohio.
B. Amendments to this Agreement may be made at any time by mutual agreement reduced to writing and signed by the parties.

VI. Term

The term of this Agreement shall begin on July 1, 2019 and shall be in effect during the 2019-20 school year.

IN WITNESS WHEREOF, the parties hereto execute agreement to this Contract on the date first written above.

SENDERO THERAPIES, INC.

BY: Rebecca L. Mohler _____ Date:

6/19/2019

Rebecca L. Mohler, President

TWINSBURG CITY SCHOOLS BOARD OF EDUCATION

BY: _____ Date: _____
President

BY: _____ Date: _____
Treasurer

**AGREEMENT FOR
BEHAVIORAL INTERVENTION SERVICES**

This Agreement for Behavioral Intervention Services (the "**Agreement**"), effective as of the Effective Date below, is made by and between SOLUTIONS BEHAVIORAL CONSULTING, LLC, an Ohio limited liability company with offices at 8536 Crow Dr., Suite 240, Macedonia, Ohio 44056 ("**SBC**") and the school or school district named below ("**Client**"):

School or District (Client) Information			
Name (Exact Legal Name)		Type of Entity (grade, junior, high, public, private or charter school)	
Twinsburg School District		Public School District	
Street Address	City	District	Mail Code
11136 Ravenna Rd	Twinsburg	Twinsburg School District	44087
Contact Name		Email	
Denise Traphagen, Direct of Pupil Services		dtraphagen@twinsburgcsd.org	
Mary Ann Brenner, Assistant to the Director		mbrenner@twinsburgcsd.org	
Telephone		August 15, 2019 – August 30, 2020	
330-486-2093			

RECITALS

WHEREAS, SBC is in the business of developing and implementing scholastic behavioral intervention programs for children with autism or other special needs; and

WHEREAS, Client is engaged in the business of school education and desires to engage the services of SBC to assist its teachers and students in the area of behavioral intervention services ("**Project**") and SBC is willing to provide such services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

- Definitions.** Terms not otherwise defined in this Agreement shall have the following meanings:

"Confidential Information" means any information that is treated as confidential by a party, including but not limited to all non-public information about its business affairs, products or services, Intellectual Property Rights, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential". Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or

disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"Deliverables" means all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of SBC in the course of performing the Services, including any items identified as such in a Statement of Work.

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Pre-Existing Materials" means the pre-existing materials specified in a Statement of Work and all documents, data, know-how, methodologies, software, and other materials, provided by or used by SBC in connection with performing the Services, in each case developed or acquired by the SBC prior to the commencement or independently of this Agreement.

"Receiving Party" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

- Services.** SBC shall provide Client consultation services (the "**Services**") to enable Client to implement Applied Behavior Analysis ("**ABA**") therapy solutions. Services may include ABA training for staff, staff observations and on-going development, behavioral programming and assessment for individual students, functional behavior assessment, and bi-weekly meetings as more specifically described in each Statement of Work. The initial Statement of Work is attached as **Schedule 1**, and each and every subsequent Statement of Work shall be added to **Schedule 1** and be made a part of this Agreement.

- Evaluation Methods, Availability, and Third Party Services.** In providing the Services, SBC may employ, and Client consents to, SBC's use 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 Client staff and/or student in the environment where the staff/student exhibit the need for skill development with appropriate release forms to be provided by Client; and/or

(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 other professional evaluation methods shall be utilized in providing its Services to Client and Client's students and faculty.

Client shall make available to SBC such information, materials, and access to Client's personnel and records related to the Services, as SBC may reasonably request in connection with SBC's performance of the Services.

Upon Client's prior written approval, and to the extent reasonably necessary to enable SBC to perform the Services, 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 the Services. Any charges for the services of independent contractors, agents, assistants or other persons assisting SBC shall be paid by Client upon receipt of SBC's invoice for such third-party services.

4. **Statements of Work.** Each Statement of Work shall include the following information, as applicable and as mutually agreed between SBC and Client:

- (a) a detailed description of the Services to be performed pursuant to the Statement of Work;
- (b) the date upon which the Services will commence and the term of such Statement of Work;
- (c) the names of the SBC contract manager and any key personnel to perform the Services;
- (d) the fees to be paid to SBC under the Statement of Work;
- (e) the Project implementation plan, including a timetable;
- (f) Project Milestones and payment schedules;
- (g) any criteria for completion of the Services or Project; and
- (h) such other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

5. **Change Orders.** If either party wishes to change the scope or performance of the Services in any Statement of Work, it shall submit details of the requested change to the other party in writing. SBC shall, within a reasonable time (not to exceed 10 days) after receiving a Client-initiated request, or at the same time that SBC initiates such a request, provide a written estimate to Client of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services; and

(d) any other impact the change might have on the performance of this Agreement.

Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

6. **Client's Obligations.** Client shall:

- (a) cooperate with SBC in all matters relating to the Project and Services and appoint a Client employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Client with respect to matters pertaining to this Agreement;
- (b) provide such access to Client's premises and such office accommodation and other facilities as may reasonably be requested by SBC and agreed with Client for the purposes of performing the Services;
- (c) provide such equipment as may be required by SBC to perform the Services;
- (d) make available to SBC for the purpose of rendering the Services, upon request from SBC, any and all records, documents or other items or matter pertaining to the student who is the subject of the Services;
- (e) make available to SBC any and all staff or personnel of Client whom SBC may deem necessary for purposes of rendering the Services;
- (f) respond promptly to any SBC request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for SBC to perform Services in accordance with the requirements of this Agreement;
- (g) provide such information as SBC may reasonably request and Client considers reasonably necessary, in order to carry out the Services, in a timely manner, and ensure that such information is complete and accurate in all material respects;
- (h) obtain and maintain throughout the Term all necessary licenses and consents and comply with all applicable Law in relation to the Services to the extent that such licenses, consents, and Law relate to Client's business, premises, staff, students, and equipment; and
- (i) pay all costs of, including the costs of any materials, supplies or other things required for the Services.

If SBC's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees outside of SBC's reasonable control, SBC shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. **SBC's Obligations.** SBC shall:

- (a) designate an SBC employee to serve as a primary contact with respect to this Agreement and any Statement of Work who will have the authority to act on behalf of SBC in connection with matters pertaining to the Services and such SBC personnel, in SBC's sole discretion and professional judgment, who shall be suitably skilled, experienced, and qualified to perform the Services;

- (b) before the date on which Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
- (c) prior to any SBC personnel performing any Services: (i) ensure that such SBC personnel have the legal right to work in the United States; and (ii) conduct background checks on such SBC personnel, which background checks shall comprise, at a minimum, a criminal record, in accordance with Law;
- (d) comply with, and ensure that all SBC personnel comply with, all rules, regulations, and policies of Client that are communicated to SBC in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, and general health and safety practices and procedures;
- (e) maintain complete and accurate records relating to the provision of the Services; and
- (f) be responsible for all SBC personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.

8. Term and Termination.

- (g) *Term.* This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services under all Statements of Work unless sooner terminated pursuant to this Section 8 (the "**Term**").
- (h) *Termination for Convenience.* Either party, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, by providing at least 30 days' prior written notice to the other party.
- (i) *Termination for Cause.* Either party may terminate this Agreement or any Statement of Work, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach.
- (j) *Effects of Termination or Expiration.* Upon expiration or termination of this Agreement for any reason each party shall (i) return all materials of the other party; (ii) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information, (ii) permanently delete all of the other party's Confidential Information from its computer systems, and (iii) certify in writing to the other party that it has complied with the requirements of this clause; provided, however, that Client may retain copies of any Confidential Information to the extent necessary to allow it to make full use of the Services.
- (k) *No Liability for Termination.* In no event shall either party be liable for any personnel termination costs arising from the expiration or termination of this Agreement.

9. Fees and Expenses; Payment Terms.

- (a) In consideration of the provision of the Services by SBC, Client shall pay the fees set forth in the Statement of Work. Payment to SBC of such fees and the reimbursement of expenses pursuant to this Agreement shall constitute payment in full for the performance of the Services.
- (b) The fees payable for the Services shall be calculated in accordance with SBC's fee rates for the SBC personnel set forth in the applicable Statement of Work and Client shall reimburse SBC, at SBC's actual cost, for any materials, equipment, and third-party services (collectively, "**Materials**") reasonably necessary for the provision of the Services. SBC shall obtain Client's written consent prior to the purchase of all Materials which shall not be unreasonably withheld.
- (c) SBC shall issue invoices to Client monthly in arrears for its fees and the costs of Materials or as provided in the Statement of Work but in no event later than the fifth (5th) business day of each month.
- (d) Client agrees to reimburse SBC for all actual, documented, and reasonable travel and out-of-pocket expenses incurred by SBC in connection with, arising out of, or related to the Services. Without limiting the generality of the foregoing, in the event that SBC is required to appear on behalf of Client or any of Client's students, faculty, or personnel in connection with any required compliance with Law, Client shall reimburse SBC for all such expenses including a per diem rate not to exceed the maximum per diem rate charged by SBC to Client for any SBC personnel performing Services pursuant to any Statement of Work.
- (e) Client shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder. Any such taxes, duties, and charges currently assessed or which may be assessed in the future, that are applicable to the Services are for the Client's account, and Client hereby agrees to pay such taxes; provided, that, in no event shall Client pay or be responsible for any taxes imposed on, or with respect to, SBC's income, revenues, gross receipts, personnel, or real or personal property or other assets.

10. Insurance.

At all times during the Term of this Agreement, SBC shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

- (a) Commercial General Liability with limits no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, which policy will include contractual liability coverage insuring the activities of SBC under this Agreement;
- (b) Worker's Compensation with limits no less than the minimum amount required by applicable law;
- (c) Commercial Automobile Liability with limits no less than \$3,000,000 combined single limit; and
- (d) Errors and Omissions/Professional Liability with limits no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

11. Intellectual Property Rights; Ownership.

- (a) SBC and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. SBC hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable license to use any Pre-Existing Materials to the extent incorporated in, combined with or otherwise

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necessary for the use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by SBC.

- (b) Client is, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials, including all Intellectual Property Rights therein. SBC shall have no right or license to use any Client Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client.

12. Confidential Information. The Receiving Party agrees:

- (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its officers, employees, consultants, and legal advisors who have a "need to know", who have been apprised of this restriction, and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 12;
- (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Client, to make use of the Services and Deliverables; and
- (c) promptly to notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

13. Representations and Warranties. Each party represents and warrants to the other party that:

- (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and
- (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 13, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) SBC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

14. Liability. SBC shall not be liable to Client, or to any Person, for any Loss arising out of or related to SBC's 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 gross neglect or willful misconduct. Client shall indemnify and 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.

15. Non-Solicitation. During the Term of this Agreement and for a period of 9 months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in the employ of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this Section, and the hiring of any employee or independent contractor who freely responds thereto shall not be a breach. If either party breaches this Section 15, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker, or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

16. Miscellaneous.

- (a) *Relationship.* The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- (b) *Notices.* All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses first indicated above or such other address as the party may previously designate in writing.
- (c) *Entire Agreement.* This Agreement, together with all Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Statement of Work, the following order of precedence shall govern: (i) first, this Agreement and (ii) second, the applicable Statement of Work.
- (d) *Assignment.* Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, including by operation of Law, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, that, upon prior written notice to the other party, either party may assign the Agreement to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation, or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (e) *Headings.* The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- (f) *Amendments/Waiver.* This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any

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rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- (g) *Interpretation.* If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- (h) *Governing Law.* This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Ohio or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Ohio. Any legal suit, action, or proceeding arising out of [or related to] this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio in each case located in the City of Cleveland and County of Cuyahoga, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.
- (i) *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

EXECUTED at _____, Ohio, effective as of the Effective Date first above written.

CLIENT: _____

By: _____

SOLUTIONS BEHAVIORAL CONSULTING, LLC

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

Statement of Work

Service

This Statement of Work ("SOW") is made pursuant to the Agreement for Behavioral Intervention Services ("Agreement") between SOLUTIONS BEHAVIORAL CONSULTING, LLC ("SBC") and the Client named in the Agreement ("Client").

Interpretation

Unless otherwise stated within, the terms and provisions of the Agreement are incorporated by reference in this SOW and all capitalized terms used within and not otherwise defined shall have the meaning assigned in the Agreement.

This SOW establishes the framework for the activities to be performed in the proposed effort. The primary purpose of this SOW is to ensure that Client and SBC teams have a clear understanding of the Services to be performed and the work product to be delivered and to ensure that SBC and Client each:

- Have agreement on the purpose of the Project
- Have agreement on the approach that will be used during the Project
- Have agreement on the high level scope of the Project
- Are mutually committed to the success of the Project

Project

SERVICES	Direct ABA consultation hours (face-to-face or live stream) Special assessments/reports (e.g., FBA/BIP, IEP prep, progress reports) Emails longer than 8 minutes to address, phone calls longer than 8 minutes. RBT Services- A registered behavior technician to provide behavioral intervention in the form of direct ABA services, behavioral supports or stabilization
COMMENCEMENT DATE	August 15, 2019
SBC CONTRACT MANAGER AND KEY PERSONNEL	Jennifer Sweeney, Ph.D., BCBA-D, COBA jsweeney@solutionsbehavioral.com Stacy Cianciolo, BCBA-COBA scianciolo@solutionsbehavioral.com Ashley Madonio, Practice Manager amadonio@solutionsbehavioral.com
FEES (Hourly Rates billed in ¼ hour increments)	\$150.00 per hour for consultation services (direct consultation hours, special assessments/reports-excluding consultation reports, emails longer than 10 minutes, phone calls longer than 10 minutes, data analysis). \$45.00 per hour for behavior technician services (standard rate: \$55.00 per hour). Fees will not exceed \$265,000 per contract dates.

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