



SERVICE AGREEMENT

By and Between

BRECKSVILLE - BROADVIEW HTS CITY SCHOOLS and PSI AFFILIATES, INC./PSI ASSOCIATES, INC.

THIS AGREEMENT for services is entered into this 30th day of June, 2014 by and between the Brecksville - Broadview Hts 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 Brecksville - Broadview Hts 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 checked="" 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 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"/> Professional Development Services |
| <input checked="" type="checkbox"/> Remedial/Title 1 Teacher Services | <input checked="" 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 2014-2015 school year, continuing through the conclusion of the 2015 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: \$139,975.32

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.

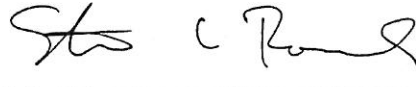
XXIII. Captions. Headings and titles of Articles, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized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



Brecksville - Broadview Hts City Schools Designee

PSI Designee

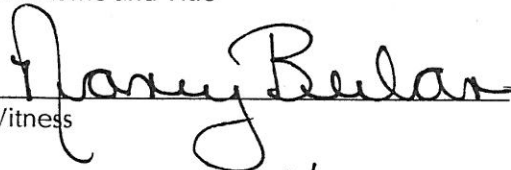
Steven L. Rosenberg, President

Print Name and Title

Print Name and Title

Witness

Witness



6.30.14

Date

Date

ATTACHMENT A

The schools and services to be served by PSI for the 2014-2015 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>
Assumption Academy	Licensed Practical Nurse	24		36	864		\$20,304.00
Assumption Academy	Registered Nurse	7		36	252		\$8,721.72
Assumption Academy	Remedial Teacher	19.25		36	693		\$30,665.25
Assumption Academy	Educational Specialist Clerk	30		38	1140		\$30,460.80
Assumption Academy	Speech/Language Pathologist	10.5		36	385		\$21,725.55
Assumption Academy	Remedial Teacher	14		36	504		\$22,302.00
Assumption Academy	School Psychologist / Psychologist	3.5		36	126		\$5,796.00
Total							\$139,975.32

