

REGULAR BOARD OF EDUCATION MEETING – WORK SESSION

September 6, 2018

7:00 p.m.

ADMINISTRATION BUILDING/MEETING ROOM

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda. Public comment is your opportunity to make a comment to the Board. When your name is called, please stand and state your name, address, and topic. You will have three (3) minutes to speak. If your comment involves a problem with a student, employee, or Board member please do not address them by name. The primary role of the Board of Education is to listen and reflect on your comments. Sometimes Board members may respond or ask questions, but not always. Whether we respond or not, your input is valued.

Fund Definitions

001 – General Fund – The general fund is used to account for all financial resources, except those required to be accounted for in another fund. The general fund is available to the School District for any purpose provided it is expended or transferred according to the general laws of Ohio.

002 – Bond Retirement – The bond retirement fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest, and related costs.

003 – Permanent Improvement – The permanent improvement fund is used to account for all transactions related to the acquiring, construction, or improving facilities and/or capital assets.

004 – Building Fund – The building fund is used to account for monies received and expended in connection with the construction of the middle school and renovation of the high school.

009 – Uniform School Supplies – The uniform school supplies fund is used to account for class fees for the purchase of school supplies.

014 – Internal Service Rotary Fund – The internal service rotary fund is used to account for operations that provide goods and services on a cost reimbursement basis.

018 – Public School Support – The public school support, otherwise known as the Principal's building fund, is used to account for specific local revenue sources, other than taxes, that are restricted to expenditures for specified purposes.

Fund Definitions (continued)

- 019 – Other Grants** – The other grants fund is used to account for proceeds of specific revenue sources, except for State and Federal grants that are legally restricted to expenditures for specified purposes.
- 022 – OHSAA Tournaments** – The OHSAA Tournament fund is used to account for the revenues and expenditures of an OHSAA tournament game hosted at the District. After the event takes place, this fund should equal zero.
- 024 – Employee Benefits Self-Insurance** – The employee benefits self-insurance fund is used to account for monies received from other funds as payment for providing employee healthcare.
- 035 – Termination Benefits** – The termination benefits fund is used to pay employee termination benefits upon separation as prescribed within the District’s negotiated contracts.
- 200 – Student Managed Activities** – The student managed activities fund is used to account for student activity programs which have student participation in the activity and have students involved in the management of the program.
- 300 – District Managed Student Activity** – The District managed student activity fund is used to account for those student activity programs which have student participation but do not have student management of the programs. (Usually athletic and band programs but could be other clubs that are District managed.)
- 401 – Auxiliary Service (NPSS)** – The auxiliary service fund is used to account for monies which provide services and materials to pupils attending non-public school within the School District. (Sts. Joseph and John, Creative Playrooms, and Le Chaperon Rouge).
- 451 – Data Communications** – The data communications fund is used to account for money appropriated for Ohio Educational Computer Network Connections.
- 463 – Alternative Schools** – The alternative schools fund is used to account for alternative educational programs for existing and new at-risk and delinquent youth.
- 499 – Miscellaneous State Grants** – The miscellaneous state grant fund is used to account for various monies received from state agencies which are not classified elsewhere.
- 516 – IDEA, Part B Special Education** – Grants to assist states in providing an appropriate public education to all children with disabilities.
- 551 – Title III, Limited English Proficiency** – Grants to develop and carry out elementary and secondary school programs, including activities at the pre-school level, to meet the educational needs of children with limited English proficiency.
- 572 – Title I-Disadvantaged Youth** – Federal Monies used to assist the School District in meeting the special needs of economically and educationally deprived children.
- 587 – IDEA Preschool Grant for the Handicapped** – Grants the improvement and expansion of services for handicapped children ages three to five years.
- 590 – Improving Teacher Quality** – Grants for professional development and other programs to ensure teachers meet high quality standards.
- 599 – Literacy Grant** – Grants to improve the language and literacy of Ohio’s children.

AGENDA

1. **CALL TO ORDER**

2. **ROLL CALL**

Present

Not Present

Duke Evans

George A. Grozan

Jane L. Ludwig

Richard O. Micko

Carl W. Naso

3. **PLEDGE OF ALLEGIANCE**

4. **DISTRICT GOALS**

5. **PUBLIC COMMENT**

6. **SUPERINTENDENT'S REPORT**

A. **DISCUSSION ITEM**

1. Highlights for the Upcoming School Year

B. **BUSINESS SERVICES**

1. Discussion Item – Middle School and High School Auditorium Rental Rates and Procedures

- * 2. Copier and Printer Maintenance Agreement (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the Operations Manager be authorized to renew the agreement with ACE Business Solutions for the Service & Supply Program for the District's copiers and printers. This agreement is to be effective for one year, from September 4, 2018 to September 3, 2019. The cost will be based on the Monthly Meter Program.

(Exhibit A)

- * 3. Piano Purchase – Strongsville High School (019-Local Grant Funds) (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the Board of Education approves the purchase for Strongsville High School of a Boston GP-215 seven foot piano made by Steinway from Steinway Piano Gallery, at a cost of \$44,547.35. This price includes deduction of trade-in value of \$1,650.00 for a current high school grand piano. Funding for this purchase is from ongoing donations and the General Fund.

(Exhibit B)

AGENDA

SEPTEMBER 6, 2018

6. SUPERINTENDENT’S REPORT

C. HUMAN RESOURCES

* 1. Appointments – Leadership (001-General Fund)

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

Raymond Ebersole, Interim Athletics and Activities Director, salary to be \$315.38 per diem. Effective August 27, 2018. Temporary replacement for Dennis Ziegler.

Dennis Ziegler, Athletics and Activity Director, two-year, 260 Day Leadership contract, salary to be PL 5 prorated for the remainder of the 2018-2019 school year to \$51,592.17 per year with an education incentive prorated to \$871.27 per year. Effective January 2, 2019. Replacement for Andrew Jalwan.

2. Settlement Agreement

Be it resolved upon the recommendation of the Superintendent that the Settlement Agreement between the Strongsville Board of Education and the Ohio Association of Public School Employees Local 290 be approved, as stated in the exhibit.

(Exhibit C)

Motion:	Second:	Roll Call:	Yes	No
		<i>Duke Evans</i>		
		<i>George A. Grozan</i>		
		<i>Jane L. Ludwig</i>		
		<i>Richard O. Micko</i>		
		<i>Carl W. Naso</i>		

7. CONSENT CALENDAR

Action by the Board of Education in “Adoption of Consent Calendar” at this point of the agenda means that all items appearing in this agenda with asterisks (*) (which items constitute the “consent calendar”) are adopted by one single motion, unless a member of the Board or the Superintendent requests that such items be removed from the “consent calendar” and voted upon separately.

Motion:	Second:	Roll Call:	Yes	No
		<i>Duke Evans</i>		
		<i>George A. Grozan</i>		
		<i>Jane L. Ludwig</i>		
		<i>Richard O. Micko</i>		
		<i>Carl W. Naso</i>		

8. BOARD OF EDUCATION / OTHER

AGENDA

SEPTEMBER 6, 2018

9. EXECUTIVE SESSION

Motion:	Second:	Roll Call:	Yes	No
_____	_____	<i>Duke Evans</i>		
_____	_____	<i>George A. Grozan</i>		
_____	_____	<i>Jane L. Ludwig</i>		
_____	_____	<i>Richard O. Micko</i>		
_____	_____	<i>Carl W. Naso</i>		

Entered into Executive Session at _____ p.m.

Resumed Public Session at _____ p.m.

10. ADJOURNMENT

Motion:	Second:	Roll Call:	Yes	No
_____	_____	<i>Duke Evans</i>		
_____	_____	<i>George A. Grozan</i>		
_____	_____	<i>Jane L. Ludwig</i>		
_____	_____	<i>Richard O. Micko</i>		
_____	_____	<i>Carl W. Naso</i>		

Meeting adjourned at _____ p.m.

ACE/Meritech

Business Solutions

8111 Rockside Rd.
Valley View, Ohio 44125

Service Order Form

Service: (216) 642-7355
Sales: (216) 642-9555 – North Office
Fax: (216) 642-9080

BILL TO	Email Address sbreckner@scsmustangs.org		Sales Representative Clause		Date: Effective 9/1/18
	Firm Name Strongsville City Schools		Name		
	Address 18199 Cook Ave.		Address		
	City/State/Zip+4 Strongsville, Ohio 44136		City/		
	Phone: 440-572-7052	Fax	Phone		Fax
	Contact Steve Breckner	P.O. #	Contact		Mgr. Approval

Current ACE Customer **New ACE Customer**

Current units kept by the Strongsville City School District. SPC431DN @.017 B&W/.07 Color; SPC320DN @ .017 B&W/.07 Color; SP4100 @ .07 B&W; MP7502, MP4002, MP3352, MP2852 @ .0038 B&W.

The Supply/Service Kit Program includes toner and developer as indicated below and 100% service for the copies or one year, whichever occurs first. Does Not apply (DNA)

- Kit Price: B&W for & Color for copies or one year, whichever occurs first including Toner, Developer and Drum Units as needed. Does Not Apply (DNA)**
Meter Start:
- The Monthly Meter Program includes 100% service billed B&W (see above) per copy & Color (see above) per copy. The monthly minimum charge is \$35.00. Minimum commitment twelve (12) months. Toners, Developers, Drums and Maintenance Kits included, as needed (excludes paper and staples). Contract following 12 months is subject to review by ACE/Meritech and the Strongsville City School District.
Meter Start: **Current**
- MA Program: Annual maintenance program includes parts, labor, cleanings and 100% service. All Supplies Excluded.**
MA \$ Meter Start Does Not Apply (DNA)

Repair and bill per estimate YES NO

ACE Business Solutions 100% Service Programs include the following:

All parts and labor required (except for damage due to accident or customer abuse) for preventive maintenance and emergency service calls.
Service calls performed 8:30 a.m. to 5:00 p.m. Monday through Friday, except holidays.
Preventative maintenance performed on a regular basis per manufacturer's specifications.

NOTE:
ACE reserves the right to charge for all work orders and supplies on a Time & Materials basis if Maintenance Contract/Kit/Meter invoices are not paid within terms.

Purchaser agrees to purchase items described above in accordance with the terms hereof.

ACCEPTED AND AGREED BY:		ACCEPTANCE BY ACE:	
Customer Signature:	Date:	Customer Signature:	Date:
Print Name of Signer:		Print Name of Signer:	
Title of Signer:		Title of Signer:	

This order is firm and may not be revoked by purchaser unless ACE Imaging Solutions fails to accept it within 7 days of purchaser's signature above.

334 E. Hines Hill Road
Boston Heights, Ohio 44236

Phone (800)356-0437
www.steinway-ohio.com



STEINWAY PIANO GALLERY
CLEVELAND

Representative: R. Smith

Phone: education@steinway-ohio.com

QUOTATION FOR PIANO

Purchase Order # _____ Tax Exempt # _____

Date August 30, 2018 Home Phone _____
Customer: Strongsville High School Work Phone (440)572-7105
Address: Attn: Andrew Hire, Fine Arts Department Chair Cell Phone _____
20025 Lunn Rd, Strongsville, OH 44149 Email Attn: ahire@scsmustangs.org

ITEM(s): No. (New/Used), Brand, Model, Serial, Finish/Style

NEW BOSTON GP-215	EBONIZED	\$44,890.00
Piano cover and dolly with locking wheels		\$1,307.35
	LESS TRADE OF 1 PIANO	(\$1,650.00)

Description of all services included with purchase:

Piano bench and one tuning following delivery yes no
 Manufacturer's Limited Warranty..... yes 10 years term no, as is
 Dealer's Limited Warranty..... yes _____ term no, as is
 Full "Trade-up to a STEINWAY program" yes 10 years expiration date no

TOTAL PRICE	\$	44,547.35
Sales Tax		exempt
Sub Total		
Less Down Payment		
BALANCE DUE	\$	

Delivery date: To be determined

Delivery instructions: _____

Item(s) returned and/or other instructions:
Tuning and preparation after delivery.

Assigned Technician: _____

Method of payment:

Down payment paid - Cash Charge _____
 Balance paid - Cash Charge _____

Payment terms: 20% due at signing;
Balance due before delivery.

Definitions:

"as is" sale- The goods covered by this sales contract have been purchased by the Buyer "AS IS" and "WITH ALL FAULTS".
 "Manufacturer's Limited Warranty" - Buyer acknowledges that the factory and/or manufacturer's warranty constitutes all warranties with respect to this sale and these goods.
 All warranty claims and requests for service must be approved by Steinway Hall-Akron, Inc. management before any service is performed.

X Steinway Piano Gallery Cleveland authorized signature

X Customer signature

All transactions are subject to final approval by Steinway Hall-Akron, Inc. management and may be cancelled prior to delivery.
 All sales are final upon receipt and delivery of merchandise.

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made as of this 6th day of September, 2018, by and between the Strongsville City School District Board of Education (the “Board”), Karen Rich (“Ms. Rich”) and the Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO, and its Local 290 (the “Association”) (collectively, the “Parties”).

WHEREAS, Ms. Rich, a member of the Association, was an employee of the Board before her termination on November 17, 2017;

WHEREAS, the Association filed a grievance (“Termination”) on behalf of Ms. Rich on November 29, 2017 contesting her termination of employment from the Board;

WHEREAS, the Parties disputed whether the grievance contesting Ms. Rich’s termination of employment was subject to the grievance procedure, including arbitration, contained in the collective bargaining agreement entered between the Board and the Association;

WHEREAS, as part of this dispute, the Association filed a Petition to Compel Arbitration in the matter, *Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO, and its Local 290 v. Strongsville City School District Board of Education*, in the Cuyahoga County Court of Common Pleas, bearing Case Number CV-18-900195 (the “Lawsuit”), setting forth a claim to compel arbitration of Ms. Rich’s grievance contesting her termination of employment from the Board;

WHEREAS, in addition to the Termination grievance contesting her termination of employment, Ms. Rich has filed two (2) other grievances (“Job Bid Award (Cafeteria 3.5 hour position)” and “Job Bid Award (Special Ed 5 hr. Position at Muraski)”) against the Board, such that Ms. Rich has a total of three (3) grievances pending against the Board; and

WHEREAS, the Parties have agreed to amicably settle and resolve the Lawsuit pursuant to the terms and conditions hereinafter set forth.

NOW THEREFORE, intending to be bound legally, in consideration of the fulfillment of the terms and conditions hereinafter set forth, the Parties hereby warrant, covenant, and agree as follows:

1. The Parties agree to arbitrate the Termination grievance contesting the termination of Ms. Rich’s employment from the Board, on the express condition that the Association agrees to consolidate this Termination grievance with Ms. Rich’s two (2) other grievances if they are not resolved at the Board level (“Job Bid Award (Cafeteria 3.5 hour position)” and “Job Bid Award (Special Ed 5 hr. Position at Muraski)”) into one (1) single arbitration which will be heard by one arbitrator. The parties shall notify FMCS that the termination grievance and two other grievances (if they have not been resolved at the Board level) have been consolidated for arbitration, and that the parties are requesting a new panel of arbitrators for consideration and selection. Contacting FCMS to consolidate the

grievances will occur only after the Board hears the two non-termination grievances. If the Board's response does not provide an agreeable resolution to the two non-termination grievances, they will be consolidated with the termination grievance for arbitration. If the two non-termination grievances are resolved at the Board level, the termination grievance will advance to arbitration, and the Union will request a new list of arbitrators from FMCS, unless it is also resolved. If the Board's response does not provide an agreeable resolution to the two non-termination grievances, the Association understands and acknowledges that consolidation of Ms. Rich's three (3) grievances into one (1) single arbitration is a required and material condition of this Agreement.

2. The Association agrees to voluntarily dismiss with prejudice the Lawsuit styled *Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO, and its Local 290 v. Strongsville City School District Board of Education*, Case Number CV-18-900195, pending in the Cuyahoga County Court of Common Pleas in the form of Exhibit "A" attached hereto and incorporated herein, each party to bear its own costs and attorney fees.
3. The Parties agree there is no monetary component to this Agreement, and without exception, each Party shall pay its own costs, expenses, and attorney fees arising out of or relating to the Lawsuit.
4. By this Agreement, each Party hereto for itself and its predecessors, successors, administrators, assigns, insurers, reinsurers, representatives, agents, employees, officers, directors, and board members forever releases, holds harmless, discharges, and acquits all other Parties hereto and their respective predecessors, successors, administrators, assigns, insurers, reinsurers, representatives, agents, employees, officers, directors, and board members from any and all claims and demands, past, present, or future, known or unknown, and all manner of action and actions, causes of action, suits, administrative proceedings, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, executions, warranties, claims and demands whatsoever, in law or in equity, which were actually asserted, or might or could have been asserted by the Parties in the Lawsuit, including but not limited to claims for payment, interest, lost profits, consequential damages, attorney fees and punitive damages.
5. The Parties agree that this Agreement is not intended to serve as a precedent for any other former, current or future employee or any other dispute between the parties and is not to serve as an interpretation of any provision of the CBA. The Parties agree that this Agreement shall not constitute, or be used as, a precedent and except as expressly set forth herein, shall not be cited to in any fashion whatsoever in any other dispute between the Board and Association.
6. This Agreement contains the entire understanding among the Parties, and there are no oral understandings or other agreements between or among the Parties which have not been incorporated herein.

7. It is agreed and understood by the Parties that the execution of this Agreement does not constitute an admission of liability whatsoever by any of the Parties hereto with respect to any of the claims that were made or could have been made in connection with the Lawsuit.
8. This Agreement shall be governed and construed according to the laws of the State of Ohio. The Parties understand and agree that any dispute arising from, growing out of, or in any way relating to this Agreement shall be filed in the state or federal courts of Ohio.
9. All signatories hereto state and affirm that they have authority to execute this Agreement and to bind the Party the purport to represent.
10. This Agreement may be signed in counterpart originals and may be delivered by facsimile or email (in "pdf" form).

In witness whereof, and intending to be legally bound hereby, the following individuals have affixed their signatures hereto:

FOR THE ASSOCIATION:

Date: _____

Lloyd Rains
President
Ohio Association of Public School
Employees/AFSME Local 4, AFL-CIO, and
its Local 290

FOR KAREN RICH:

Date: _____

Karen Rich

FOR THE BOARD:

Date: _____

Carl Naso
Board President
Strongsville City School District

Date: _____

Cameron M. Ryba
Superintendent
Strongsville City School District

Date: _____

George Anagnostou
Treasurer
Strongsville City School District

“EXHIBIT A”

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

OHIO ASSOCIATION OF PUBLIC)
SCHOOL EMPLOYEES)
(OAPSE)/AFSCME Local 4, AFL-)
CIO, and its Local 290,)
Petitioner,)

CASE NO: 18-CV-900195
JUDGE MICHAEL E. JACKSON

v.)

STRONGSVILLE CITY SCHOOL)
DISTRICT BOARD OF)
EDUCATION,)

Respondent.)
)

STIPULATION OF DISMISSAL

Pursuant to Civ.R. 41(A)(1), Petitioner Ohio Association of Public School Employees (OAPSE)/AFSCME Local 4, AFL-CIO, and its Local 290 hereby stipulates to the dismissal of this action with prejudice. Each party to bear his or its own costs and attorney fees.

Respectfully submitted,

/s/ Thomas C. Drabick

Thomas C. Drabick, Jr. (Reg. No. 0062774)
tdrabick@oapse.org
OAPSE Director of Legal Services
6805 Oak Creek Drive
Columbus, Ohio 43229
614-890-4770 (Voice)
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Attorney for Petitioner

/s/ Sara Ravas Cooper

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Direct Dial: (216) 928-2918
Email: cpeer@walterhav.com

WALTER | HAVERFIELD LLP
The Tower at Erieview
1301 E. Ninth Street, Suite 3500
Cleveland, Ohio 44114-1821
Phone: (216) 781-1212
Fax: (216) 575-0911

Attorneys for Respondent

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing *Stipulation of Dismissal* was served electronically this 6th day of September, 2018. Notice of this filing will be sent to all parties by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ Thomas Drabik

Attorney for Petitioner