

**STRONGSVILLE BOARD OF EDUCATION
JULY 13, 2020
REGULAR MEETING**

The Regular Meeting of the Strongsville Board of Education and any other items germane to the Board of Education was called to order at 7:00 p.m. on Monday, July 13, 2020, at the **Administration Building, Meeting Room, 18199 Cook Avenue, Strongsville, Ohio**, by President, Richard O. Micko.

All members of the Board and media were notified of this meeting in compliance with Section 121.22 O.R.C., effective November 28, 1975.

The following Board Members answered Roll Call: Mrs. Bissell, Mrs. Buckner-Sallee, Mr. Micko and Mr. Roberts. Mrs. Housum was not in attendance.

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

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

PLEDGE OF ALLEGIANCE

DISTRICT GOALS

Student Achievement is the District's number one goal and is balanced against Financial Prudence. Helping with both goals is Community Engagement.

PUBLIC COMMENT

No public comment.

APPROVAL OF MINUTES

20-07-01 Moved by Mr. Roberts to approve the minutes of the June 18, 2020 Special Board of Education Meeting June 25, 2020 Regular Board of Education Meeting. All district video and audio recordings will be a permanent part of the minutes, seconded by Mrs. Bissell and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 4-0;

TREASURER'S REPORT

*A. Cafeteria Change Fund (006-Food Services Fund)

Resolution 20-07-02

Be it resolved upon the recommendation of the Treasurer that the Cafeteria Change Fund be established in the amount of \$800.00. These funds are used to establish start-up funds for the school cafeterias.

TREASURER'S REPORT (continued)

*B. Middle School Athletic Change Fund (300-District Managed Student Activity Fund)

Resolution 20-07-03

Be it resolved upon the recommendation of the Treasurer that the Middle School Change Fund be established in the amount of \$500.00. These funds are to be used to establish start-up funds for Middle School athletic events.

C. Resolution Providing for the Issuance and Sale of Bonds

20-07-04 Moved by Mr. Roberts that a resolution be approved providing for the issuance and sale of bonds in a maximum aggregate principal amount of \$58,815,000, for the purpose of refunding at a lower interest cost certain of the school district's outstanding school improvement bonds, series 2013, which were issued for the purpose of constructing, renovating, remodeling, rehabilitating, adding to, furnishing, equipping, and otherwise improving buildings and facilities, and preparing, equipping, and otherwise improving real estate and interests therein, for school district purposes; authorizing the call for optional redemption of the refunded bonds; authorizing the execution and delivery of a bond registrar agreement and a bond purchase agreement with respect to the refunding bonds, and an escrow agreement with respect to the refunding of the refunded bonds; and authorizing the completion, use, and distribution of an official statement and all other necessary disclosure documents relating thereto, seconded by Mrs. Bissell and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 4-0

(Exhibit A)

D. Strongsville Athletic Booster Club Donation – Proceeds of the 2019 Car Raffle

20-07-05 Moved by Mr. Roberts that a donation in the amount of \$22,056.00 be accepted from the Strongsville Athletic Booster Club from the proceeds of the 2019 Car Raffle, seconded by Mrs. Buckner-Sallee and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Buckner-Sallee, yes;
Mrs. Bissell, yes; Mr. Micko, yes.
Motion carried 4-0

Thank you to all involved!!

*E. Ticket Spicket, LLC Ticketing and Registration Platform and Sponsorship Agreement

Resolution 20-07-06

Be it resolved upon the recommendation of the Treasurer that the Board enters into a contract with Ticket Spicket, LLC for ticketing services and on-line ticket management per the terms of the agreement found in Exhibit B.

Be it further resolved that Strongsville High School shall promote Ticket Spicket as the exclusive ticketing partner of Strongsville athletics and Ticket Spicket shall provide Strongsville athletics with sponsorship payments per the Sponsorship Agreement found in Exhibit B.

(Exhibit B)

TREASURER'S REPORT (continued)

*E. Ticket Spicket, LLC Ticketing and Registration Platform and Sponsorship Agreement (continued)
Mr. Roberts commented as he was involved in the process of choosing Ticket Spicket as a ticketing and registration platform.

F. Under Armour Athletic Agreement

20-07-07 Moved by Mr. Roberts that the Board renews an agreement with Under Armour whereas Strongsville High School shall exclusively purchase Under Armour products for its athletic teams, coaches, staff, and fans. Under Armour shall provide Strongsville High School with a product allotment valued at Under Armour's then-current retail pricing per the agreement found in Exhibit C. The term of this agreement commences on 7/1/2020 and ends on 6/30/2025 for a term of five (5) years, seconded by Mrs. Buckner-Sallee and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Buckner-Sallee, yes;
Mrs. Bissell, yes; Mr. Micko, yes.
Motion carried 4-0

(Exhibit C)

G. BSN Sports Corporate Sponsorship Program

20-07-08 Moved by Mr. Roberts that the Board renews an agreement with BSN Sports Corporate Sponsorship Program for the purchase and supply of Under Armour apparel and footwear along with any and all other equipment and apparel offered for sale by BSN, for use by Strongsville High School and its athletic programs per the agreement found in Exhibit D. The term of this agreement commences on 7/1/2020 and ends on 6/30/2025, seconded by Mrs. Bissell and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 4-0

(Exhibit D)

Mr. Ziegler explained the differences between the Under Armour contract and the BSN Sports contract.

SUPERINTENDENT'S REPORT

In Dr. Ryba's absence, Ms. Pelko presented the Superintendent's Report.

Ms. Pelko announced that the District is adding new staff to continue to support the overall health of our students. The funding for the additional staff comes from the State of Ohio/Governor's budget. There are two types of funds; the first being Prevention Funds and the second, Wellness Funds, which was approved in July, 2019, with the passing of HB166 prior to COVID-19. These funds will be used to support the academic achievement of students by helping to support their mental health. Strongsville City Schools (SCS) received \$175,555 in FY20 and will receive \$256,000 in FY21. Unused funds can be carried over to future years. For the Prevention Funds, SCS has partnered with Cleveland Christian Home and Social Worker, Ms. Celia Joyce. The Wellness Funds Partnerships are with Educational Service Center of Northeast Ohio and Social Worker, Ms. Kristin Shores and School Counselor, Mr. Samuel Lawrence; and with Nancy Lowrie and Associates for helping students without insurance, wrap around services, and professional development. Both Social Workers will be housed at the High School but are for the entire District. Mr. Lawrence will be housed at Kinsner Elementary School as an Elementary School Counselor.

SUPERINTENDENT’S REPORT (continued)

A. SUPERINTENDENT

1. Resolution to Rescind Prohibition of Use of District Premises

20-07-09 Moved by Mr. Roberts that the Board of Education rescinds previous Board action, for prohibition of use of District premises, taken at the April 5, 2018 regular Board meeting work session, Item 6.A.1, seconded by Mrs. Buckner-Sallee and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Buckner-Sallee, yes;
Mrs. Bissell, yes; Mr. Micko, yes.
Motion carried 4-0

*2. Contingency Calendar

Resolution 20-07-10

Be it resolved upon the recommendation of the Superintendent that in compliance with Ohio Revised Code Section 3317.01(B), the following dates be approved as contingency in the event that days must be “made up” as a result of weather or other calamity:

June 1, 2021
June 2, 2021
June 3, 2021
June 4, 2021
June 7, 2021

B. BUSINESS SERVICES

1. Vendor Managed Supply Program (001-General Fund)

20-07-11 Moved by Mr. Roberts that the Board of Education enters into an agreement between Strongsville City Schools and Alco for the vendor managed supply program for one (1) fiscal year in the amount of \$41,000.00, as stated in the Exhibit. Funding to be from the General Fund-Supplies/Materials for Custodial, seconded by Mrs. Bissell and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 4-0

(Exhibit E)

SUPERINTENDENT'S REPORT (continued)

B. BUSINESS SERVICES (continued)

*2. Gifts

Resolution 20-07-12

The District received an anonymous gift of \$17.00 to be applied to the account of a student in need.

K. William Burdick, through KWIB, LLC made the following donations of COVID-19 supplies on behalf of the Strongsville Instrumental Music Boosters (SIMB):

Strongsville High School received 12 infrared thermometers valued at \$120.00 per unit, for a total donation of \$1,440.00.

Strongsville High School Music Department received 6 infrared thermometers for marching band and orchestra, 1 case ear loop masks for music students, and 4 cases of exam gloves to be dispersed between the high school and middle school. The total value of these donations is \$2,440.00.

3. Purchase of Electrostatic Sprayers(507-ESSER/CARES Act Fund)(001-General Fund)ADDENDUM

20-07-13 Moved by Mr. Roberts that the Board of Education approves the purchase of eight (8) electrostatic sprayers and five (5) handheld electrostatic sprayers to be purchased from The Home Depot Pro Supplyworks, at a cost of \$31,999.87. The sprayers will be used to disinfect/sanitize the buildings and vehicles within the District. Funding to be \$31,485.80 from ESSER/CARES Act Fund and \$514.07 from the General Fund, seconded by Mrs. Buckner-Sallee and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Buckner-Sallee, yes;
Mrs. Bissell, yes; Mr. Micko, yes.
Motion carried 4-0

(Exhibit P)

C. CURRICULUM

*1. Clinical Education Agreement

Resolution 20-07-14

Be it resolved upon the recommendation of the Superintendent that the Clinical Education Agreement between The University of Akron and Strongsville City School District be approved as presented.

(Exhibit F)

SUPERINTENDENT'S REPORT (continued)

C. CURRICULUM (continued)

*2. School Counseling Internship

Resolution 20-07-15

Be it resolved upon the recommendation of the Superintendent that the following student shall be placed for the purpose of a school counseling internship:

Madison Jakabcic -- Strongsville Middle School, assigned to Heather Coblentz, August 24 - December 11, 2020, and Strongsville High School, assigned to Megan Sislowski, January 11 - May 2, 2021. A student at The University of Akron.

*3. Student Teacher Placement

Resolution 20-07-16

Be it resolved upon the recommendation of the Superintendent that the following student teacher shall be placed:

Brian Tyson -- Strongsville High School and Strongsville Middle School, assigned to Brian King, August 24 - December 10, 2020. A student at The University of Akron.

D. STUDENT SERVICES

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

Resolution 20-07-17

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with Solutions Behavioral Consulting for the 2020-2021 school year to provide consultation for students, and consultation and training for staff in the area of behavioral intervention services, as shown in the Exhibit.

(Exhibit G)

*2. Educational Service Center of Northeast Ohio (001-General Fund)

Resolution 20-07-18

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with the Educational Service Center of Northeast Ohio to implement Positive Education Program Services for the 2020-2021 school year, as shown in the Exhibit.

(Exhibit H)

*3. Educational Service Center of Northeast Ohio (001-General Fund)

Resolution 20-07-19

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into a contract with the Educational Service Center of Northeast Ohio for admission of students for visual, audiology, and/or hearing impaired services for the 2020-2021 school year, as shown in the Exhibit.

(Exhibit I)

SUPERINTENDENT'S REPORT (continued)

D. STUDENT SERVICES (continued)

- *4. United Cerebral Palsy Association of Greater Cleveland Inc. (001-General Fund)

Resolution 20-07-20

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into an agreement with United Cerebral Palsy Association of Greater Cleveland, Inc. for the special education and related services for placement of a student with disabilities during the 2020-2021 school year, for a total amount of \$92,138.00, per the attached Exhibit.

(Exhibit J)

- *5. McKeon Education Group (MEG), Inc. (401-Auxiliary Services)

Resolution 20-07-21

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with McKeon Education Group (MEG), Inc. for the 2020-2021 school year to provide Reading/Remedial Tutors and Intervention Services for Sts. Joseph and John Interparochial School under Auxiliary Funding administered to approved non-public schools by local districts. The cost for direct therapy to school age students is \$148,578.00 (\$61,500.00 per two full-time tutors; \$25,578.00 part-time intervention specialist), as shown in the Exhibit.

(Exhibit K)

- *6. psi Affiliates, Inc./psi Associates, Inc. (401-Auxiliary Services)

Resolution 20-07-22

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with psi Affiliates, Inc./psi Associates, Inc. for the 2020-2021 school year to provide nursing, speech therapy, psychological, and intervention services for Sts. Joseph and John Interparochial School under Auxiliary Funding administered to approved non-public schools by local districts. The cost for direct therapy to school age students is \$196,600.05 (\$19,558.80 health aide; \$2,589.30 part-time registered nurse; \$37,409.40 speech language pathologist; \$68,833.80 school psychologist; \$41,118.75 intervention specialist; \$27,090.00 intervention specialist) per the attached Exhibit.

(Exhibit L)

- *7. McKeon Education Group (MEG), Inc. (516-IDEA-VIB Fund)

Resolution 20-07-23

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with McKeon Education Group (MEG), Inc. for the 2020-2021 school year in the amount of \$35,000.00 for one part-time intervention specialist to service students with disabilities attending Sts. Joseph and John Interparochial School, per the attached Exhibit.

(Exhibit M)

SUPERINTENDENT'S REPORT (continued)

D. STUDENT SERVICES (continued)

- *8. psi Affiliates, Inc./psi Associates, Inc. (516-IDEA-VIB Fund)

Resolution 20-07-24

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with psi Affiliates, Inc./psi Associates, Inc. in the amount of \$5,552.03 for Speech/Language Pathologist Services to service students at Sts. Joseph and John Interparochial School, per the attached Exhibit.

(Exhibit N)

- *9. psi Affiliates, Inc./psi Associates, Inc. (467-Student Wellness Fund)

Resolution 20-07-25

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with psi Affiliates, Inc./psi Associates, Inc. in the amount of \$65,482.20 for Social Worker services to service students at Strongsville City Schools, district wide, per the attached Exhibit.

(Exhibit O)

E. HUMAN RESOURCES

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

Resolution 20-07-26

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

Adam Marino, Principal, assigned to Strongsville Middle School. Effective end of day July 31, 2020.

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

Resolution 20-07-27

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

Jessica Boytim, Middle School Principal, two-year, 215 day contract, salary to be PL 7 at \$100,086.00 with an educational incentive of \$1,750.00 per year, plus up to five (5) transitional days in July 2020 at per diem rate of \$473.66. Effective August 1, 2020. Replacement for Adam Marino.

Mrs. Boytim was in attendance this evening and thanked the Administration and Board for the opportunity to serve as the new Middle School Principal.

SUPERINTENDENT’S REPORT (continued)

E. HUMAN RESOURCES (continued)

***2. Appointments – Certificated (001-General Fund) (467-Wellness Fund)**

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

Caitlin Choe, .4 FTE Long-Term Substitute Science Teacher, one-year, 184 day long-term substitute limited contract, salary to be BA/0 at \$16,695.20 per year. Effective August 17, 2020. SEA negotiated release time for SEA President.

Sean Harnish, Grade 6 Mathematics and Social Studies Teacher, one-year, 184 day limited contract, salary to be BA/0 at \$41,738.00 per year. Effective August 17, 2020. Replacement for Kathy Jordan.

Samuel Lawrence, Guidance Counselor, one-year, 184 day limited contract, salary to be MA/0 at \$47,092.00 per year. Effective August 17, 2020. This is a new position.

Appointments – Non-Certificated (001-General Fund)

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

Brenden Mullen, Maintenance Assistant, 8 hours per day, 260 days per year, salary to be Step A at \$24.18 per hour. Effective July 13, 2020. This is a new position.

Marissa Olesick, Elementary Secretary, 7.5 hours per day, 215 days per year, salary to be Step A at \$19.41 per hour, plus two (2) additional days for training. Effective August 3, 2020. Replacement for Paula Spokane.

Appointment – Extended School Year 2020 (516-Part B IDEA Federal Grant)

Be it resolved upon the recommendation of the Superintendent that the following personnel be approved to work the Summer Extended School Year (ESY) Program. Employment contingent upon enrollment. Funded through Part B IDEA Federal Grant for school year 2019-2020. Paid upon completion.

Jacquelyn Bias	<u>Paid at Step E for the appropriate classification</u> M/M Aide
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Appointments – Non-Certificated – Athletic Supplemental Contracts (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be hired for the 2020-2021 school year based upon receipt of clear FBI/BCI background check, Fundamentals of Coaching, Concussion Certificate, CPR/AED, Lindsay’s Law, and Pupil Activity Permit. These contracts have been offered to those employees of the District who have a certificate of a type described in Section 3319.08 of the Ohio Revised Code and no such employee qualified to fill this position has accepted it. Be it further resolved that these limited contracts be non-renewed for the 2021-2022 school year and that, to comply with Ohio Revised Code, Section 3319.11, the required written notification of the intention to non-renew be included in the limited contract. Salary to be paid prorated over the applicable athletic season.

Keith Belhke, II	Head 8 th Grade Football Coach, SMS
Donald Berkey	.75 FTE Assistant Girls’ Tennis Coach, SHS
C. Bryce Borom	Head 7th Grade Football Coach, SMS
Mary Calo	Assistant Marching Band Director, SHS

SUPERINTENDENT’S REPORT (continued)

E. HUMAN RESOURCES (continued)

***2. Appointments–Non-Certificated–Athletic Supplemental Contracts (001-General Fund)(continued)**

Dominic Dalessandro	.5 FTE Assistant 7 th Grade Football Coach, SMS
Thomas Farkas	.5 FTE Assistant 8 th Grade Football Coach, SMS
Scott Haffner	.5 FTE Assistant 7 th Grade Football Coach, SMS
Matthew Hogg	.25 FTE Assistant 8 th Grade Football Coach, SMS
Randy Knapp	Assistant Football Coach, SHS
Cory Maatz	.75 FTE Assistant Girls’ Tennis Coach, SHS
P. Christopher Miller	.25 FTE Assistant 8 th Grade Football Coach, SMS
Claire Jarmusik	Assistant Marching Band Director, SHS
Christopher Scullin	.5 FTE Assistant 7 th Grade Football Coach, SMS
Garth Selong	.5 FTE Assistant 7 th Grade Football Coach, SMS
Brian Spring	.5 FTE Assistant 8 th Grade Football Coach, SMS
Leonard Trusnik	.5 FTE Assistant 8 th Grade Football Coach, SMS

Appointments – Certificated – Supplemental Contracts – Prorated (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired for the 2020-2021 school year. Be it further resolved that these limited contracts be non-renewed for the 2021-2022 school year and that, to comply with Ohio Revised Code, Section 3319.11, the required written notification of the intention to non-renew be included in the limited contract. Salary to be prorated.

Leanne Ambroziak	.5 FTE Student Council Advisor, Whitney
Cassidy Arsenault	Team Leader, SMS
Stacy Baker	Team Leader, SMS
Alana Bendetta	World Language Department Chair, SHS
Cheryl Bizub	Special Education Department Chair, SHS
Danielle Blackman	Student Council Advisor, SMS; Team Leader, SMS
Lisa Bluemel	Team Leader, SMS
Tracy Britton	Team Leader, SMS
Christopher Chidsey	Band Director, SMS
Adam Cletzer	Team Leader, SMS
Mara Elliott	Student Council Advisor, Muraski
Christine Fitzgerald	Team Leader, SMS
Lisa Foky	Vocal Director, SMS
Anne Forkapa	Team Leader, SMS
Jessica Frenchik	Career Tech Division Chair, SHS
Paula Hartsough	Detention Monitor, SMS
Andrew Hire	Fine Arts Division Chair, SHS
Dana Hoopingarner	.5 FTE Student Council Advisor, Surrarrer
Brian King	Band Director, SHS; Band Director, SMS
Alyssa Lance	Student Council Advisor, Chapman
Laurel Maher	Science Department Chair, SHS
Ryan Mester	Athletic Director, SMS
Cheryl Mikula	.5 FTE Student Council Advisor, Kinsner
Jamison R. Muth	Team Leader, SMS; Vocal Director, SMS
Jay Mutti	Team Leader, SMS
Alison Papish	Social Studies Department Chair, SHS
April Pillar	Team Leader, SMS

SUPERINTENDENT’S REPORT (continued)

E. HUMAN RESOURCES (continued)

***2. Appointments–Certificated– Supplemental Contracts–Prorated (001-General Fund)(continued)**

Ginette Quien	Team Leader, SMS
Kelly Ribblett	English Department Chair, SHS
Rene Roblee	Band Director, SMS
Tanya Rogers	Orchestra Director, SMS
Joanne Scott	Team Leader, SMS
Michael Scott	Mathematics Department Chair, SHS
Sarah Silvestri	Team Leader, SMS
Rebecca Sobus	Team Leader, SMS
Stacy Sokolowski	Team Leader, SMS
Kimberly Taylor	Orchestra Director, SMS
Julia Williams	Guidance Department Chair, SHS
Megan Wilson	.5 FTE Student Council Advisor, Surrarrer

Appointments – Non-Certificated – Supplemental Contracts – Prorated (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be hired for the 2020-2021 school year. These contracts have been offered to those employees of the District who have a certificate of a type described in Section 3319.08 of the Ohio Revised Code and no such employee qualified to fill this position has accepted it. Be it further resolved that these limited contracts be non-renewed for the 2021-2022 school year and that, to comply with Ohio Revised Code, Section 3319.11, the required written notification of the intention to non-renew be included in the limited contract. Salary to be paid prorated.

Teri Arthur	.5 FTE Student Council Advisor, Kinsner
Gail Trimper	.5 FTE Student Council Advisor, Whitney

Appointment – Non-Certificated Trainer (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be hired as a clerical trainer. Salary to be paid by timesheet at Step E at \$21.33 per hour.

Evelyn Deisner	Clerical Trainer
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***3. Change in Hours – Non-Certificated (001-General Fund)**

Resolution 20-07-28

Be it resolved upon the recommendation of the Superintendent that the following non-certificated change in hours be approved effective February 3, 2020:

Barbara Minor	From 6 hours per day to 6.5 hours per day
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SUPERINTENDENT’S REPORT (continued)

E. HUMAN RESOURCES (continued)

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

Resolution 20-07-29

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

Wendy Alnadi, from M/M Aide, 6 hours per day, 189 days per year, to Media Assistant, 7.5 hours per day, 191 days per year, salary to be Step G at \$19.47 per hour. Effective August 14, 2020. Replacement for Janice Hocevar.

Michael Cummins, from Custodian to Maintenance Assistant, salary to be Step F at \$26.10 per hour. No change to hours per day or days per year. Effective July 1, 2020. This is a new position. Removed from reduction in force status.

Christine Cuppage, from M/M Aide, 189 days per year, to M/I Aide, 154 days per year, salary to be Step G at \$20.27 per hour. No change to hours per day. Effective August 17, 2020. Replacement for Marie Jakubecz.

Dawn Thall, from Monitor, 3 hours per day, to M/M Aide, 6.5 hours per day, salary to be Step C at \$17.80 per hour. No change to days per year. Effective August 17, 2020. This is a new position.

*5. Stipends – Technology Coaches (001-General Fund)

Resolution 20-07-30

Be it resolved upon the recommendation of the Superintendent that a \$1,000.00 stipend be paid to the following certificated personnel for serving as Technology Coaches for the 2020-2021 school year. Stipends to be paid upon completion in the second pay in June 2021.

Leanne Ambroziak	Whitney Elementary
Jessica Frenchik	High School
Carla Ganim	Middle School
Mary Giaimo	High School
Michelle Holland	Surrarrer Elementary
Chelsea Koval	Muraski Elementary
Alyssa Lempner	Kinsner Elementary
Denise Schrote	Chapman Elementary
Kimberly Scott	High School
Brittany Sermak	High School
Audrey Smolik	Middle School
Ashley Swaney	Middle School
Kimberly Sweigart	High School
Kimberly Taylor	Middle School

SUPERINTENDENT’S REPORT (continued)

E. HUMAN RESOURCES (continued)

***6. Medical Leave – Certificated**

Resolution 20-07-31

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

Katie Myers (FMLA) August 17, 2020 to November 9, 2020

Medical Leave – Non-Certificated

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

Dean DiLuciano (FMLA) July 8, 2020 Intermittent

***7. Unpaid Leaves – Non-Certificated**

Resolution 20-07-32

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

Steven Polansky (BWC) Extended to August 31, 2020
Mary Wanda (BWC) Extended to September 12, 2020

8. Settlement Agreement

20-07-33 Moved by Mr. Roberts that to resolve an outstanding legal dispute involving a nonteaching employee originating on November 25, 2019, the Board of Education hereby authorizes and enters into a mediation settlement agreement and settlement agreement and release, the terms of which have been reduced to writing and are incorporated herein by reference having been provided to the Board for review and consideration. The Board hereby directs that its Superintendent and Treasurer sign the referenced agreements on the Board’s behalf and it authorizes them to do all things necessary to accomplish the objective of this resolution, seconded by Mrs. Buckner-Sallee and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Buckner-Sallee, yes;
Mrs. Bissell, yes; Mr. Micko, yes.
Motion carried 4-0

CONSENT CALENDAR

20-07-34 Moved by Mr. Roberts to approve the Consent Calendar with corrections to E2 by removing Sheila O’Connor as Assistant Marching Band Director and adding Claire Jarmusik and a correction to E5, Ms. Ambrosiak at Whitney Elementary, not Chapman, seconded by Mrs. Buckner-Sallee and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Buckner-Sallee, yes;
Mrs. Bissell, yes; Mr. Micko, yes.
Motion carried 4-0

**BOARD LIAISON AND COMMITTEE APPOINTMENTS/REASSIGNMENTS FOR THE
REMAINDER OF ONE-YEAR TERM FOR CALENDAR YEAR 2020**

- A. City Council Liaisons – Mrs. Bissell and Mrs. Housum
- B. Strongsville Education Foundation Liaison – Mrs. Housum and Mr. Micko
- C. Strongsville PTA Council Liaisons – Mrs. Buckner-Sallee
- D. OSBA Student Achievement Liaison – Mr. Roberts
- E. Finance Committee – Mr. Roberts and Mrs. Buckner-Sallee
- F. Policy Committee – Mrs. Bissell and Mr. Micko
- G. Facilities Committee – Mrs. Housum and Mrs. Buckner-Sallee
- H. Business Advisory Council Committee – Mrs. Buckner-Sallee and Mr. Roberts

20-07-35 Moved by Mr. Roberts to approve the Board Liaison and Committee appointments/reassignments for the remainder of one-year term for calendar year 2020, seconded by Mrs. Bissell and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 4-0

SUPERINTENDENT’S TIMELY INFORMATION

Ms. Pelko reminded the Community that Dr. Ryba’s Community Conversation from July 7th is posted on the District’s website. The next Community Conversation will be Tuesday, July 21 at 4:00. Dr. Ryba will share the final recommendation on how the school year will begin and when the first day of school will be. The Community Conversation on Tuesday, August 4th, Dr. Ryba will share the Comprehensive 2020-21 Plan for the District. Community Conversations are streamed live on the SCS-TV webpage found under the “Technology” section of are District’s website. Past Community Conversations and other District events may also be viewed on the SCS-TV webpage.

BOARD OF EDUCATION / OTHER

Mr. Micko shared comments on how the Board and Administration are approaching the planning of education with the concerns of COVID-19. The goal is to have all students in school five days of the week, along with staying safe. It has been determined safe to have 5 foot distancing with other precautions. Parents need to decide what is best for their students in their circumstances. If there are circumstances where it would be best not to send a child to school, the parent should refer to the Strongsville On-line Learning Option. If students are showing any signs of not feeling well, they should stay home. District staff will help students stay in compliance with the rules. The Community, parents, and staff all need to work together. The goal is to balance protecting the students’ health and safety with protecting their education.

MEETING NOTIFICATIONS

A Regular Board of Education Meeting – Work Session will be held Thursday, August 6, 2020, 7:00 p.m. in the Meeting Room of the Administration Building, 18199 Cook Avenue, Strongsville, Ohio.

A Regular Board of Education Meeting will be held Thursday, August 20, 2020, 7:00 p.m. in the Meeting Room of the Administration Building, 18199 Cook Avenue, Strongsville, Ohio.

EXECUTIVE SESSION

20-07-36 Moved by Mr. Roberts to enter into Executive Session to consider the discipline of a public employee or official, seconded by Mrs. Bissell and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 4-0

Entered into Executive Session at 8:14 p.m.

Resumed public session at 9:24 p.m.

ADJOURNMENT

20-07-37 Moved by Mr. Roberts to adjourn the Strongsville Board of Education Regular Work Session, seconded by Mrs. Bissell and approved on a roll call vote as follows:

Mr. Roberts, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 4-0

Meeting adjourned at 9:25 p.m.

Richard O. Micko, President

George K. Anagnostou, Treasurer

The Board of Education of Strongsville City School District, Ohio, met in regular session on July 13, 2020, commencing at 7:00 p.m., at the Administrative Office at 18199 Cook Avenue, Strongsville, Ohio, with the following members present:

The notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board pursuant thereto were complied with for the meeting.

_____ moved the adoption of the following Resolution:

RESOLUTION NO. _____

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$58,815,000, FOR THE PURPOSE OF REFUNDING AT A LOWER INTEREST COST CERTAIN OF THE SCHOOL DISTRICT'S OUTSTANDING SCHOOL IMPROVEMENT BONDS, SERIES 2013, WHICH WERE ISSUED FOR THE PURPOSE OF CONSTRUCTING, RENOVATING, REMODELING, REHABILITATING, ADDING TO, FURNISHING, EQUIPPING AND OTHERWISE IMPROVING BUILDINGS AND FACILITIES, AND PREPARING, EQUIPPING AND OTHERWISE IMPROVING REAL ESTATE AND INTERESTS THEREIN, FOR SCHOOL DISTRICT PURPOSES; AUTHORIZING THE CALL FOR OPTIONAL REDEMPTION OF THE REFUNDED BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND REGISTRAR AGREEMENT AND A BOND PURCHASE AGREEMENT WITH RESPECT TO THE REFUNDING BONDS, AND AN ESCROW AGREEMENT WITH RESPECT TO THE REFUNDING OF THE REFUNDED BONDS; AND AUTHORIZING THE COMPLETION, USE AND DISTRIBUTION OF AN OFFICIAL STATEMENT AND ALL OTHER NECESSARY DISCLOSURE DOCUMENTS RELATING THERETO.

WHEREAS, at an election held on November 6, 2012, on the question of issuing bonds of the Strongsville City School District, Ohio (the "School District") in the aggregate principal amount of \$81,000,000 for the purpose stated in Section 2 and of levying taxes outside the ten-mill limitation to pay the debt charges on those bonds and any anticipatory securities, the requisite majority of those voting on the question voted in favor of it (the "2012 Voter Authorization"); and

WHEREAS, pursuant to the 2012 Voter Authorization and a resolution adopted by this Board on December 13, 2012, and a Certificate of Award executed under the authority of that resolution and dated January 24, 2013 (collectively, the "Original Bond Legislation"), the District issued its \$81,000,000 School Improvement Bonds, Series 2013, dated February 7, 2013 (the "Series 2013 Bonds"); and

WHEREAS, pursuant to a resolution adopted September 21, 2017, and the Certificate of Award signed pursuant thereto, the Board refunded a portion of the Series 2013 Bonds, namely those Series 2013 Bonds stated to mature on December 1 in 2024 through 2028, in the aggregate principal amount of \$10,370,000, through the issuance of the District's \$8,830,000 School Improvement Refunding Bonds, Series 2017, and other moneys available to the School District;

WHEREAS, certain of those Series 2013 Bonds that are still outstanding are scheduled to mature on December 1 in years 2021 through 2023, 2029 through 2034, 2036, 2039, and 2045, totaling \$58,815,000 in principal amount, and are subject to optional redemption prior to their stated maturities, beginning December 1, 2020 (the "Callable Bonds"), and, if called for such optional early redemption, shall be redeemed at a redemption price of 100% of the principal amount redeemed plus interest accrued to the redemption date; and

WHEREAS, in order to take advantage of favorable current interest rates and create savings for the taxpayers of this School District, this Board finds, determines, and declares that it is necessary and in the best interest of the School District to refund at a lower interest cost those Callable Bonds, or portions thereof, identified by the Treasurer in the Certificate of Award (the "Refunded Bonds"), to exercise the Board's option to call the Refunded Bonds for redemption on the Call Date (as defined in Section 9) at 100% of the principal amount redeemed, plus accrued and unpaid interest to that date, and to issue the Bonds described in Section 2 to provide funds for the purpose of refunding the Refunded Bonds, including the payment of any expenses relating to the refunding of the Refunded Bonds and the issuance of the Bonds; and

WHEREAS, the Treasurer has certified to this Board that the estimated life or period of usefulness of the permanent improvements described in Section 2 is at least five years and that the maximum maturity of the Bonds described in Section 2 is at least December 1, 2045;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Strongsville City School District, Counties of Cuyahoga and Lorain, State of Ohio, that:

Section 1. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

"Authorized Denominations" means (i) with respect to Current Interest Bonds, the denomination of \$5,000 or any whole multiple thereof, and (ii) with respect to Capital Appreciation Bonds, if any, the denomination equal to the original principal amount that, when interest at the applicable compounding rate is accrued and compounded thereon on each Interest Accretion Date to the stated maturity of such Bonds, will result in a \$5,000 Maturity Amount or any integral multiple thereof.

"Bond Proceedings" means, collectively, this Resolution, the Certificate of Award, the Continuing Disclosure Agreement, the Registrar Agreement, the Purchase Agreement, and such other proceedings of the Board, including the Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Bonds.

"Bond Register" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 7.

"Bond Registrar" means the bank or trust company appointed pursuant to Section 5, as the initial authenticating agent, bond registrar, transfer agent, and paying agent for the Bonds under the Registrar Agreement and until a successor shall have become such pursuant

to the terms of the Registrar Agreement and, thereafter, "Bond Registrar" shall mean the successor.

"Book entry form" or "book entry system" means a form or system under which (a) the ownership of beneficial interests in Bonds and the principal of and interest on the Bonds may be transferred only through a book entry, and (b) physical Bond certificates in fully registered form are issued by the School District only to a Depository or its nominee as registered owner, with the certificates deposited with and maintained in the custody of the Depository or its agent. The book entry maintained by others than the School District is the record that identifies the owners of beneficial interests in those Bonds and that principal and interest.

"Capital Appreciation Bonds" means any Bonds designated as such in the Certificate of Award, maturing in the years, being in the principal amounts, and having the Maturity Amounts set forth therein, and bearing interest accrued and compounded on each Interest Accretion Date and payable at maturity.

"Certificate of Award" means the certificate authorized by Section 8, to be signed by the Treasurer, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein, including without limitation, the amount and scheduled principal payment date(s) of the Callable Bonds to be refunded.

"Closing Date" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures, and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures, and determinations pertinent to that Section.

"Compound Accreted Amount" means, with respect to any Capital Appreciation Bond, the principal amount thereof plus interest accrued and compounded on each Interest Accretion Date to the date of maturity or other date of determination. The Compound Accreted Amount of the Capital Appreciation Bonds of each maturity as of each Interest Accretion Date shall be set forth in the Certificate of Award. The Compound Accreted Amount of any Capital Appreciation Bond for each maturity as of any date other than an Interest Accretion Date is the sum of (a) the Compound Accreted Amount for such Bond on the immediately preceding Interest Accretion Date plus (b) the product of (i) the difference between (A) the Compound Accreted Amount of that Bond on the immediately preceding Interest Accretion Date and (B) the Compound Accreted Amount of that Bond on the immediately succeeding Interest Accretion Date, times (ii) the ratio of (C) the number of days from the immediately preceding Interest Accretion Date to the date of determination to (D) the total number of days from that immediately preceding Interest Accretion Date to the immediately succeeding Interest Accretion Date; provided, however, that in determining the Compound Accreted Amount of a Capital Appreciation Bond as of a date prior to the first Interest Accretion Date, the Closing Date shall be deemed to be the immediately preceding Interest Accretion Date and the principal amount of that Capital Appreciation Bond shall be deemed to be the Compound Accreted Amount on the Closing Date.

“Continuing Disclosure Agreement” means the agreement authorized by Section 8, and which shall constitute the continuing disclosure agreement made by the School District for the benefit of holders and beneficial owners of the Bonds in accordance with the Rule.

“Current Interest Bonds” means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Bonds or the principal of and interest on Bonds, and to effect transfers of Bonds, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Escrow Agent” means the bank or trust company appointed pursuant to Section 10, as escrow agent for the Refunded Bonds under the Escrow Agreement.

“Escrow Agreement” means the Escrow Agreement between the School District and the Escrow Agent, as it may be modified from the form on file with the Treasurer and executed by the Treasurer in accordance with Section 10.

“Interest Accretion Dates” means, unless otherwise specified in the Certificate of Award, as to any Capital Appreciation Bonds, each June 1 and December 1, commencing December 1, 2020, in the years any Capital Appreciation Bonds are outstanding.

“Interest Payment Dates” means (a) unless otherwise specified in the Certificate of Award, as to Current Interest Bonds, June 1 and December 1 of each year during which the Current Interest Bonds are outstanding, commencing December 1, 2020, and (b) as to any Capital Appreciation Bonds, their respective maturity dates.

“Maturity Amount” means, with respect to a Capital Appreciation Bond, the principal and interest due and payable at the stated maturity of that Capital Appreciation Bond.

“Original Purchaser” means, unless otherwise specified by the Treasurer in the Certificate of Award, Stifel, Nicolaus & Company, Incorporated.

“Participant” means any participant contracting with a Depository under a book entry system and includes securities brokers and dealers, banks and trust companies, and clearing corporations.

“Principal Payment Dates” means, unless otherwise determined by the Treasurer in the Certificate of Award, December 1 in each of the years specified in the Certificate of Award when principal of the Bonds is scheduled to be paid, either at maturity or pursuant to mandatory sinking fund redemption, provided that the earliest Principal Payment Date shall not be later than the next scheduled principal payment of the Refunded Bonds (either at maturity or by mandatory sinking fund redemption), and the latest Principal Payment Date shall not be later than December 1, 2045.

“Purchase Agreement” means the Bond Purchase Agreement between the School District and the Original Purchaser, as it may be modified from the form on file with the Treasurer and signed by the Treasurer in accordance with Section 8.

“Registrar Agreement” means the Bond Registrar Agreement between the School District and the Bond Registrar, and potentially also the Ohio Department of Education, as it may be modified from the form on file with the Treasurer and signed by the Treasurer in accordance with Section 5.

“Rule” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“SEC” means the Securities and Exchange Commission.

“Serial Bonds” means those Current Interest Bonds designated as such and maturing on the dates set forth in the Certificate of Award and not subject to mandatory sinking fund redemption.

“Term Bonds” means those Current Interest Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award and subject to mandatory sinking fund redemption.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. This Board determines that it is necessary and in the best interest of the School District to issue bonds of this School District (the “Bonds”) in an aggregate principal amount not to exceed \$58,815,000 for the purpose of providing funds necessary to refund at a lower interest cost the Refunded Bonds, which were issued for the purpose of constructing, renovating, remodeling, rehabilitating, adding to, furnishing, equipping and otherwise improving buildings and facilities, and preparing, equipping and otherwise improving real estate and interests therein, for School District purposes, including the payment of any expenses relating to the refunding of the Refunded Bonds and the issuance of the Bonds.

The aggregate principal amount of Bonds to be issued shall not exceed \$58,815,000 and shall be in an amount determined by the Treasurer in the Certificate of Award, consistent with the Treasurer’s determination of the best interest of and financial advantages to the School District, as the amount necessary to effect the purpose for which the Bonds are to be issued, as stated in this Section.

Section 3. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The respective principal amounts of the Bonds to be issued as Current Interest Bonds and Capital Appreciation Bonds (if any Bonds are to be issued as Capital Appreciation Bonds) shall be determined by the Treasurer in the Certificate of Award, having due regard to the best interest of and financial advantages to the School District. The Bonds shall be dated the Closing Date or such other date (not more than 45 days prior to the Closing Date) as may be established in the Certificate of Award. Notwithstanding any provision herein to the contrary, Bonds maturing on any one date may bear interest at different rates and may be issued separately as Current Interest Bonds and Capital Appreciation Bonds.

(a) The Current Interest Bonds shall bear interest at the rate or rates per year (computed on the basis of a 360-day year consisting of twelve 30-day months), as shall be determined, subject to paragraph (c) of this Section, by the Treasurer in the Certificate of Award. Interest on the Current Interest Bonds shall be payable at such rate or rates on the Interest

Payment Dates until the principal amount has been paid or provided for. The Current Interest Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the Closing Date.

Any Capital Appreciation Bonds shall bear interest from the Closing Date at the compounding rate or rates of interest (computed on the basis of a 360-day year consisting of twelve 30-day months), accrued and compounded on each Interest Accretion Date and payable at maturity, which will result in the aggregate Maturity Amounts payable at maturity, as shall be determined, subject to paragraph (c) of this Section, by the Treasurer in the Certificate of Award, provided that the Capital Appreciation Bonds of any one stated maturity all shall bear the same compounding rate of interest. The total interest accrued on any Capital Appreciation Bond as of any particular date shall be an amount equal to the amount by which the Compound Accreted Amount of that Capital Appreciation Bond exceeds the original principal amount of that Capital Appreciation Bond as of that date.

(b) The Bonds shall mature on the Principal Payment Dates in principal amounts as shall be determined, subject to paragraph (c) of this Section, by the Treasurer in the Certificate of Award, consistent with the Treasurer's determination of the best interest of and financial advantages to the School District.

Consistent with the foregoing and in accordance with the Treasurer's determination of the best interest of and financial advantages to the School District, the Treasurer shall specify in the Certificate of Award, among other things, (i) the aggregate principal amount of any Bonds to be issued as Current Interest Bonds, the Principal Payment Dates on which those Bonds shall be stated to mature (or be subject to mandatory sinking fund redemption) and the principal amount thereof that shall be stated to mature (or be subject to mandatory sinking fund redemption) on each such Principal Payment Date, and (ii) the aggregate principal amount of any Bonds to be issued as Capital Appreciation Bonds and the corresponding aggregate Maturity Amount thereof, the Principal Payment Dates on which those Bonds shall be stated to mature, and the principal amount and corresponding Maturity Amount thereof that shall be payable on each such Principal Payment Date.

(c) The rate or rates of interest per year to be borne by the Current Interest Bonds and the compounding rate or rates of interest per year to be borne by any Capital Appreciation Bonds, determined by taking into account the respective principal amounts of the Bonds and terms to maturity or mandatory sinking fund redemption, as applicable, of those principal amounts of Bonds, shall be such as to demonstrate net present value savings to the School District taxpayers due to the refunding of the Refunded Bonds with the issuance of the Bonds, taking into account all expenses related to that refunding and issuance; provided that the true interest cost of the Bonds shall not exceed 5.00%.

(d) The Capital Appreciation Bonds, if any, shall not be subject to redemption prior to stated maturity. The Current Interest Bonds may be subject to redemption prior to stated maturity as follows, with the details and terms thereof to be set forth in the Certificate of Award.

(i) Mandatory Sinking Fund Redemption. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and (unless retired by optional redemption pursuant to subparagraph (ii) hereof) shall be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed plus interest accrued to the redemption date, on the applicable Principal Payment Date or Dates (as selected by the Treasurer in the Certificate of Award) in the principal amounts payable on those Principal Payment Dates as specified in the Certificate of Award. The aggregate of the moneys to be deposited with the Bond Registrar for

payment of principal of and interest on the Term Bonds shall include amounts sufficient to redeem the principal amount of any Term Bonds subject to mandatory sinking fund redemption on the Principal Payment Dates specified for such redemption (less the amount of any credit as provided below).

The Board shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent mandatory sinking fund redemption requirement (and corresponding mandatory redemption obligation) of the School District, as specified by the Treasurer, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the Board on or before the 45th day preceding any mandatory redemption date with respect to which the Board wishes to obtain a credit by furnishing the Bond Registrar a certificate, signed by the Treasurer, setting forth the extent of the credit to be applied with respect to the then current or any subsequent mandatory sinking fund redemption requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate. If the certificate is not timely furnished to the Bond Registrar, the then current mandatory sinking fund redemption requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent mandatory sinking fund redemption requirement (and corresponding mandatory redemption obligation), as specified by the Treasurer, shall also be received by the Board for any Term Bonds which prior thereto have been optionally redeemed or purchased for cancellation and cancelled by the Bond Registrar, to the extent not applied theretofore as a credit against any mandatory sinking fund redemption requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so redeemed or purchased and cancelled.

Each Term Bond so delivered, or previously redeemed, or purchased and cancelled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent mandatory sinking fund redemption requirements (and corresponding mandatory redemption obligations), as specified by the Treasurer, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and cancelled.

(ii) Optional Redemption. If and as provided by the Treasurer in the Certificate of Award, the Current Interest Bonds shall be subject to optional redemption by and at the sole option of the Board, in whole or in part (as selected by the Board) on any date, in whole multiples of \$5,000, at the specified redemption prices (expressed as a percentage of the principal amount redeemed) plus, in each case, accrued interest to the redemption date, provided the redemption price for the earliest optional redemption date shall not be greater than 102% and the earliest optional redemption date shall not be later than ten years and six months after the Closing Date.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place on any mandatory redemption date for those Term Bonds identified in subparagraph (i) hereof, the Term Bonds, or portions thereof, to be redeemed by optional redemption shall be selected by lot prior to the selection by lot of the Term Bonds to be redeemed on the same date by operation of the mandatory redemption provisions of subparagraph (i). Current Interest Bonds to be redeemed pursuant to this subparagraph (ii) shall be redeemed only upon written notice from the Treasurer of the Board to the Bond Registrar, given upon the direction of the Board by adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity of Current Interest Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar. In the event that notice of

redemption shall have been given by the Bond Registrar to the registered owners as hereinafter provided, there shall be deposited with the Bond Registrar, on or prior to the redemption date, funds which, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus interest accrued to the redemption date, all of the redeemable Current Interest Bonds for which notice of redemption has been given.

(iii) Partial Redemption. If fewer than all of the Current Interest Bonds of a single maturity and interest rate within that maturity are to be redeemed, the selection of those Current Interest Bonds to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, shall be made by lot by the Bond Registrar in any manner which the Bond Registrar may determine. In the case of a partial redemption of Current Interest Bonds by lot when Current Interest Bonds of denominations greater than \$5,000 are then outstanding, each \$5,000 unit of principal thereof shall be treated as though it were a separate Current Interest Bond of the denomination of \$5,000. If it is determined that one or more, but not all of the \$5,000 units of principal represented by a Current Interest Bond are to be called for redemption, then upon notice of redemption of a \$5,000 unit or units, the registered owner of that Current Interest Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the \$5,000 unit or units called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner thereof, of a new Current Interest Bond or Current Interest Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Current Interest Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Current Interest Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Current Interest Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the School District by mailing a copy of the redemption notice by first class mail, postage prepaid (or otherwise as may be permitted or required if the Bonds are held under a book-entry system by a securities depository), at least 30 days prior to the date fixed for redemption, to the registered owner of each Current Interest Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing and to any municipal bond insurance company that has issued a policy insuring the Current Interest Bonds. The failure of any registered owner of any Current Interest Bond to be redeemed to receive notice by mail or any defect in that notice regarding any Current Interest Bond shall not affect the validity of the proceedings for the redemption of any other Current Interest Bond.

(v) Payment of Redeemed Current Interest Bonds. Notice having been mailed in the manner provided in subparagraph (iv) hereof, the Current Interest Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus interest accrued to the redemption date. If moneys for the redemption of all of the Current Interest Bonds and portions thereof to be redeemed, together with interest accrued thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Current Interest Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Current Interest

Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Current Interest Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Current Interest Bonds, provided that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the School District to the extent not required for the payment of the Bonds called for redemption.

Section 4. The Bonds shall be signed by the President or Vice President, and the Treasurer, of this Board, in the name of the School District and in their official capacities, provided that either or both of those signatures may be a facsimile. The Bonds shall be designated "School Improvement Refunding Bonds, Series 2020" (or otherwise as may be determined by the Treasurer in the Certificate of Award), be issued in Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Treasurer (consistent with the parameters set forth herein), be numbered as determined by the Treasurer in order to distinguish each Bond from any other Bond and to distinguish the Current Interest Bonds from any Capital Appreciation Bonds, and express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to the 2012 Voter Authorization, Chapter 133, and particularly Section 133.34, of the Revised Code, this Resolution, and the Certificate of Award. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Treasurer on behalf of the School District. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. The Treasurer is authorized and directed to appoint, in the Certificate of Award, the bank or trust company to act as the initial Bond Registrar, after determining that the appointment of that bank or trust company will not endanger the funds or securities of the School District. The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Registrar Agreement between the School District and the Bond Registrar, in substantially the form as is now on file with this Board. The Registrar Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer, on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Registrar Agreement or amendments thereto. The Treasurer shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Registrar Agreement, except to the extent paid or reimbursed pursuant to the Purchase Agreement and/or Registrar Agreement, from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

Section 6. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal and premium, if any, of the Current Interest Bonds, and principal of and interest on any Capital Appreciation Bonds, shall be payable when due upon presentation and surrender (except as otherwise provided) of the Bonds at the corporate trust office of the Bond Registrar designated in the Certificate of Award or, if not so designated, at the principal corporate trust office of the Bond Registrar. Interest on a Current Interest Bond shall be paid by the Bond Registrar on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the

close of business on the 15th day next preceding that Interest Payment Date. Notwithstanding the foregoing, if and so long as the Bonds are issued in a book entry system, principal of, premium, if any, and interest on the Bonds shall be payable in the manner provided in any agreement entered into by the Treasurer, in the name and on behalf of the School District, in connection with the book entry system.

Section 7. So long as any of the Bonds remain outstanding, the School District will cause the Bond Registrar to maintain and keep the Bond Register at its designated corporate trust office. Subject to the provisions of Section 6, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the School District nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the School District's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the designated corporate trust office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the designated corporate trust office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the School District are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the Board. In all cases of Bonds exchanged or transferred, the School District shall provide for the signing and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the School District and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The School District or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the School District, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the School District nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

Notwithstanding any other provisions of this Resolution, if the Treasurer determines in the Certificate of Award that it is in the best interest of and financially advantageous to the School District, the Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Bonds may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized: (i) the Bonds may be issued in the form of a

single, fully registered Bond representing each maturity, or interest rate within a maturity, as the case may be, and registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository or its designated agent, which may be the Bond Registrar; (ii) the beneficial owners of Bonds in book entry form shall have no right to receive Bonds in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Bonds as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the School District.

If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system, the Treasurer may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Treasurer does not or is unable to do so, the Treasurer, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Bonds from the Depository, and shall cause Bond certificates in registered form to be authenticated by the Bond Registrar and delivered to the assignees of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of the School District action or inaction, of those persons requesting such issuance.

The Treasurer is hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the School District, that the Treasurer determines to be necessary in connection with a book entry system for the Bonds, after determining that the signing thereof will not endanger the funds or securities of the School District.

Section 8. (a) The Bonds are to be awarded and sold at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Treasurer in the Certificate of Award, plus accrued interest on the Current Interest Bonds from their date to the Closing Date, and shall be awarded by the Treasurer with and upon such other terms as are required or authorized by this Resolution to be specified in the Certificate of Award, in accordance with law, the provisions of this Resolution and the Purchase Agreement. The Treasurer is authorized to and shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The President, the Vice President and the Treasurer of this Board, the Superintendent of the School District, and other School District officials, as appropriate, each and all, are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

The Treasurer shall sign and deliver, in the name and on behalf of the School District, the Purchase Agreement between the School District and the Original Purchaser, in substantially the form as is now on file with the Treasurer, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved on behalf of the School District by the Treasurer, all of which shall be conclusively evidenced by the Treasurer's signing of the Purchase Agreement or amendments thereto.

(b) The (preliminary) official statement currently on file with the Treasurer is approved in substance. The President or Vice-President and Treasurer and the Superintendent, on

behalf of the School District and in their official capacities, are authorized to (i) make or authorize modifications, completions or changes of or supplements to, said official statement in connection with the original issuance of the Bonds, (ii) determine, and to certify or otherwise represent, when the official statement is to be "deemed final" (except for permitted omissions) by the School District or is a final official statement for purposes of Sections (b)(1), (3) and (4) of the Rule, (iii) use and distribute, or authorize the use and distribution of, the official statement, as it may be so modified, completed, changed or supplemented, in connection with the original issuance of the Bonds, and (iv) complete and sign an official statement, as it may be so modified, completed, changed or supplemented, together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of an official statement as they deem necessary or appropriate.

(c) For the benefit of the holders and beneficial owners from time to time of the Bonds, the School District agrees to provide or cause to be provided such financial information and operating data, audited financial statements and notices of the occurrence of certain events, in such manner as may be required for purposes of the Rule. The President of the Board, the Treasurer and the Superintendent are authorized and directed to complete, sign and deliver the Continuing Disclosure Agreement, in the name and on behalf of the School District, in substantially the form as is now on file with the Treasurer. The Continuing Disclosure Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the President of the Board, the Treasurer and the Superintendent on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Continuing Disclosure Agreement.

The Treasurer is further authorized and directed to establish procedures in order to ensure compliance by the School District with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing required under the Rule, the Treasurer shall consult with and obtain legal advice from, as appropriate, bond counsel or other qualified independent special counsel selected by the School District. The Treasurer, acting in the name and on behalf of the School District, shall be entitled to rely upon any such legal advice in determining whether a filing should be made. The performance by the School District of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

(d) If, in the judgment of the Treasurer the filing of an application for (i) a rating on the Bonds by one or more nationally recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on all or a portion of the Bonds, is in the best interest of and financially advantageous to this School District, the Treasurer is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent paid or reimbursed pursuant to the Purchase Agreement and/or Registrar Agreement from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose. The Treasurer is hereby authorized, to the extent necessary or required, to enter into any commitments or agreements, in the name of and on behalf of the School District, that the Treasurer determines to be necessary in connection with obtaining of such ratings or insurance. The expenditure of the amounts necessary to secure that rating or those ratings (including any and all travel-related costs) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Bonds, to the extent not paid or reimbursed pursuant to the Purchase Agreement and/or Registrar Agreement, is authorized and approved, and the Treasurer is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available

and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose. Any actions heretofore taken in conformance with the provisions of this paragraph are hereby ratified and confirmed.

If the Treasurer determines it to be in the best interests of and financially advantageous to the School District, the Treasurer is authorized and directed to apply, on behalf of the School District, to the Ohio Department of Education (the "Department") and the Office of Budget and Management ("OBM") for permission for the School District to participate in the Ohio School District Credit Enhancement Program (the "Program") and thereby to request that the Department approve an agreement with the School District and the Bond Registrar, which agreement may be incorporated as a part of the Registrar Agreement, providing for the withholding and deposit of funds otherwise due the School District under Chapter 3317 of the Revised Code ("State Education Aid") for the payment of debt charges on all of a portion of the Bonds under certain circumstances. If the School District receives that permission and the Treasurer determines that it is in the best interest of and financially advantageous to the School District, the Treasurer may sign and deliver, in the name and on behalf of the School District, such an agreement pursuant to and containing the terms and conditions required by Section 3317.18 of the Revised Code. Unless otherwise stipulated by Section 3317.18 of the Revised Code or its implementing rule, Ohio Administrative Code Section 3301-8-01, this Board covenants that, if the School District enters into such an agreement with the Department, it will not pledge State Education Aid as primary security for other obligations on a parity with those bonds unless the projected amount of State Education Aid to be distributed to the School District in the then current fiscal year exceeds the maximum annual debt charges due in that fiscal year or any future fiscal year on all outstanding and proposed obligations to which State Education Aid is pledged as the primary security by a ratio of at least 2.5 to 1; provided that this covenant shall not prevent the School District from issuing obligations having a claim on State Education Aid subordinate to that of those bonds. The Treasurer is authorized to sign and deliver, in the name and on behalf of the School District, to the extent necessary or required, any other instruments or agreements necessary to enable the School District to participate in the Program.

Section 9. This Board determines that it is necessary and in the best interest of the School District to provide for the refunding of the Refunded Bonds by the payment of the principal of and interest on the Refunded Bonds pursuant to Section 133.34 of the Revised Code and as provided in this Resolution, and to redeem the Refunded Bonds on December 1, 2020 (the "Call Date"). The Board further determines and finds that such refunding will enable the School District and its taxpayers to effect a savings in the aggregate debt service payments that would otherwise be required to be made on the Refunded Bonds.

As provided in the Escrow Agreement, timely after the delivery of and payment for the Bonds and the crediting to the Escrow Fund created under the Escrow Agreement as provided in this Resolution, the Refunded Bonds shall be called for prior redemption. The Treasurer is authorized and directed to give to The Huntington National Bank (or successor), as the authenticating agent, bond registrar and paying agent for the Refunded Bonds, on or promptly after the Closing Date, written notice of that call for redemption, and the Refunded Bonds shall be redeemed in accordance with the provisions of this Resolution, the Original Bond Legislation and the Escrow Agreement. The Board covenants, for the benefit of the holders of the Refunded Bonds and of the Bonds, that it will at no time on or after the Closing Date take actions to modify or rescind that call for prior redemption, that it will take, and will cause the bond registrar for the Refunded Bonds to take, all steps required by the terms of the Refunded Bonds to make and perfect that call for prior redemption, and that in accordance with the Escrow Agreement it will provide from the proceeds of the Bonds, and other available sources as may be required, moneys and securities sufficient to provide for the timely payment, in accordance with

this Resolution, of all principal of and interest that will be due and payable on the Refunded Bonds through and including the Call Date.

Section 10. The Treasurer is authorized and directed to appoint, in the Certificate of Award, a bank or trust company to serve as the Escrow Agent, after determining that the appointment of that bank or trust company will not endanger the funds or securities of the School District. The Escrow Agent is authorized and directed to cause notice of the refunding of the Refunded Bonds to be given in accordance with the Escrow Agreement. The Treasurer shall sign and deliver, in the name and on behalf of the School District and in the Treasurer's official capacity, the Escrow Agreement between the School District and the Escrow Agent in substantially the form as is now on file with the Treasurer. The Escrow Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the School District and that are approved by the Treasurer on behalf of the School District, all of which shall be conclusively evidenced by the signing of the Escrow Agreement or amendments thereto. The Treasurer shall provide for the payment of services rendered and for reimbursement of expenses incurred pursuant to the Escrow Agreement (including the fees and expenses of a mathematical verification agent to be appointed by the Treasurer in the Certificate of Award), except to the extent paid or reimbursed by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from other funds lawfully available and appropriated or to be appropriated for that purpose.

Section 11. There is created under the Escrow Agreement a trust fund designated the "Strongsville City School District, Ohio, Series 2013 Bonds, Escrow Fund (2020)" (the "2013 Escrow Fund") which shall be held and maintained by the Escrow Agent in trust for the registered owners of the Refunded Bonds and is assigned for the payment of principal of and interest on the Refunded Bonds, all in accordance with the provisions of the Escrow Agreement. The Treasurer is hereby authorized and directed to pay or cause to be paid to the Escrow Agent for deposit in the 2013 Escrow Fund such amount of the proceeds from the sale of the Bonds as may be necessary, together with such amount, if any, as is on deposit in the Bond Retirement Fund of the School District and required to be used for such purpose, to provide for the refunding of the Refunded Bonds. Those funds are appropriated and shall be used to pay principal of and interest on the Refunded Bonds, as provided in the Escrow Agreement. The transfer to the 2013 Escrow Fund of any funds required hereunder and presently on deposit in the Bond Retirement Fund is hereby authorized. The funds deposited in the 2013 Escrow Fund shall be (a) held in cash to the extent that they are not needed to make the investments hereinafter described, and (b) invested in direct obligations of, or obligations guaranteed as to payment by, the United States of America (within the meaning of Section 133.34(D) of the Revised Code, referred to herein as "Government Obligations") that mature or are subject to redemption by and at the option of the holder, in amounts sufficient, together with any uninvested cash in the 2013 Escrow Fund but without further investment or reinvestment, for the (i) payment of interest on the Refunded Bonds on each June 1 and December 1 from and including the first June 1 or December 1 (if any) after the Closing Date, to and including the last June 1 or December 1 (if any) before the Call Date, and accrued but unpaid interest through and including the Call Date, and (ii) payment on the Call Date of the principal amount of the Refunded Bonds (at a redemption price of 100% of the principal amount redeemed plus accrued and unpaid interest), all as provided in the Escrow Agreement. The Escrow Agent and the Original Purchaser is hereby authorized to file, on behalf of the School District, subscriptions for the purchase and issuance of United States Treasury Securities – State and Local Government Series ("SLGS") for investment of funds in the 2013 Escrow Fund if it is determined by the Treasurer in the Certificate of Award that the purchase of SLGS for such purpose is in the best interest of and financially advantageous to the School District. If, in the judgment of the Treasurer, an open-market purchase of Government Obligations for the 2013 Escrow Fund is in the best interest of

and financially advantageous to this District, the Treasurer or any other officer of the District, on behalf of the District and in his or her official capacity, may purchase or cause to be purchased and deliver or cause to be delivered such obligations, engage the services of a municipal advisor, bidding agent or similar entity for the purpose of facilitating the bidding, purchase and delivery of such obligations for, and any related structuring of, the 2013 Escrow Fund, execute such instruments as are deemed necessary to engage such services for such purpose, and provide further for the payment of the cost of obtaining such services, except to the extent paid by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

Section 12. Proceeds from the sale of the Bonds (except any accrued interest and original issue premium in excess of the amount necessary to accomplish the refunding of the Refunded Bonds and the payment of costs relating to the issuance of the Bonds and the refunding of the Refunded Bonds, which shall be paid into the Bond Retirement Fund) shall be paid into the 2013 Escrow Fund as and to the extent provided in Section 11, and are appropriated and shall be used for that purpose. Accrued interest and such excess premium received by the School District are appropriated and shall be used for the purpose of paying debt charges on the Bonds. Any proceeds received by the School District to be used for the payment of any expense relating to the refunding of the Refunded Bonds and the issuance of the Bonds shall be paid into the proper fund or funds, and are appropriated and shall be used for that purpose.

Section 13. There shall be levied on all the taxable property in the School District, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be unlimited as to amount or rate, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

Section 14. This Board covenants to use, and to restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

This Board further covenants (a) to take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, (b) not to take or authorize to be taken any actions that would adversely affect that exclusion, and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Treasurer, as the fiscal officer, or any other officer of this Board or the School District having responsibility for issuance of the Bonds, is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of this Board and the School District with respect to the Bonds as this Board or the School District is permitted or required to make or give under the federal income tax laws, including, without limitation, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of this Board and the School District, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of this Board and the School District, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of this Board and the School District regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The Treasurer is specifically authorized to designate or otherwise determine the Bonds to be or to be deemed designated or otherwise treated as "qualified tax-exempt obligations" if such designation or determination is applicable and desirable, and to make any related necessary representations and covenants.

Each covenant made in this Section with respect to the Bonds is also made with respect to all issues any portion of the debt charges on which is paid from proceeds of the Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Bonds from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this Section to take with respect to the Bonds.

Section 15. The Treasurer is directed to deliver promptly to the Cuyahoga County Fiscal Officer and the Lorain County Auditor (i) a certified copy of this Resolution and a signed copy of the Certificate of Award as soon as each is available, and (ii) promptly after the Closing Date, a certificate to the effect that, in accordance with Section 133.34 of the Revised Code, the Refunded Bonds are no longer considered to be outstanding.

Section 16. The legal services of Squire Patton Boggs (US) LLP, as bond counsel and disclosure counsel, are hereby retained. The legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Bonds and the refunding and defeasance of the Refunded Bonds and the rendering of the necessary legal opinions and advice upon the delivery of the Bonds. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of the School District in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the School District or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those legal services and shall be reimbursed for the actual out-of-pocket expenses it incurs in rendering those legal services, whether or not the Bonds are ever issued. The Treasurer is authorized and directed, to the extent they are not paid or reimbursed pursuant to the Purchase Agreement and/or Registrar Agreement, to make appropriate certification as to the availability of funds for those

fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 17. This Board determines that all acts and conditions necessary to be performed by this Board and the School District or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the School District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 13) of this Board and the School District are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Revised Code, particularly Section 133.34 thereof, 2012 Voter Authorization, this Resolution, the Certificate of Award, the Purchase Agreement, the Registrar Agreement, the Escrow Agreement, and other authorizing provisions of law.

Section 18. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

Section 19. This Resolution shall be in full force and effect upon its adoption.

_____ seconded the motion.

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

TREASURER’S CERTIFICATION

The foregoing is a true and correct excerpt from the minutes of the regular meeting on July 13, 2020, of the Board of Education of the Strongsville City School District, the date, time and place of which (as shown above) having been established at the Board’s organizational session in January 2020, showing the adoption of the resolution hereinabove set forth.

Dated: July 13, 2020

Treasurer, Board of Education
Strongsville City School District, Ohio

**TICKET SPICKET, LLC
TICKETING SERVICES AGREEMENT**

THIS TICKETING SERVICES AGREEMENT ("Agreement") is made by and between Ticket Spicket, LLC, a Virginia limited liability company with a principal place of business at 2400 Old Brick Road, Glen Allen, Virginia 23060 ("Ticket Spicket,"), and **Strongsville City Schools**, with a principal address of 18199 Cook Avenue, Strongsville , OH 44136 ("Client"), referred to jointly as the "Parties," hereby agree as follows:

1. OUR SERVICES AND RESPONSIBILITIES

Ticket Spicket shall

- (i) display and list Client's ticketed event (the "Event") in Ticket Spicket's web and mobile application (the "App");
- (ii) accept and process orders and payments (the "Payments") made by Client's patrons (the "Patrons") through the App for ticketed entry to Client's Event;
- (iii) process all credit card and other accepted payment methods used for Payments;
- (iv) provide Client with records of all charges and fees relating to any Payments made through the App; and
- (v) within seven (7) business days post Event, deliver to Client the amount owed under this Agreement (the "Payout").

2. FEES, CHARGES, AND PAYMENT METHODS

2.1 OVERVIEW

Ticket Spicket charges a per-ticket fee for the Services (the, "Fees") described in Schedule A. From time to time, Ticket Spicket may find it necessary to adjust the Fees, however, Ticket Spicket will notify Client in writing at least 30 days in advance of any Fee changes. Client may terminate the agreement within 15 days after receiving such notice.

2.2 SERVICES.

(A) PAYMENT PROCESS.

Client will declare the face value (the "Face Value") for each ticket or pass being sold. Ticket Spicket shall assess the additional Fees per ticket, indicated in Schedule A of this Agreement, and include the same as part of the total ticket price (the "Total Ticket Price").

After the Patron's Payment, Ticket Spicket will remit the "Face Value" to the Client within seven (7) business days after the ending date of the Event.

(B) REFUNDS.

Client may authorize the issuance of a refund of the Face Value at its sole discretion. Client is responsible for notifying Ticket Spicket of refund policies for each Event, and shall ensure that all refunds are consistent with the terms of this Agreement.

(i) Refund procedure. Patrons must request refunds from the Client. The Client must then contact Ticket Spicket directly to initiate refund processing. Ticket Spicket will issue refunds at the request of the **Client only**, and will not process refund requests from Patrons without prior authorization from the Client.

(ii) Canceled Events. Ticket Spicket shall treat Event cancellations as refunds and shall issue a refund to all Patrons who have purchased tickets for the Cancelled event.

(C) CREDIT CARD CHARGEBACKS.

Ticket Spicket will work with the Client to review any credit card chargeback from Patron transactions on a case by case basis. If warranted, Ticket Spicket will make a reasonable effort to dispute a chargeback with the payment processing company.

If the chargeback dispute is rejected, the chargeback amount, plus any applicable fees, will be charged back to the Client. Ticket Spicket in its sole discretion may either (i) deduct these costs from the Payout; or (ii) send an invoice to the Client for such costs if no Payout balance exists. Client shall not hold Ticket Spicket responsible or liable in any way for chargebacks issued in the course of the use of the Services.

(D) CONFIRMATION.

Upon receipt of payment from each Patron, Ticket Spicket generates a confirmation message and issues a unique digital ticket QR code and confirmation number. Client shall accept, honor, and fulfill all ticketing commitments confirmed by Ticket Spicket through the Services.

3. TAXES; WITHHOLDING.

Client is responsible for all taxes or other governmental charges associated with the Event or use of the Services.

4. REPRESENTATIONS AND WARRANTIES

Client represents and warrants the following:

- (i) Client is an administrator, coordinator, host, or manager of the Event;
- (ii) Client has the authority and right to offer, sell, and honor tickets to the Event;
- (iii) the Event and the sale of tickets to the Event does not constitute a violation of any federal, state, and/or local law.

5. CUSTOMER SUPPORT

Ticket Spicket will provide technical and other customer support to Clients using the Services. Contact Ticket Spicket through support@ticketspicket.com or by calling 1-855-96-TICKET. Ticket Spicket will use best efforts to provide support in a timely manner.

6. CONFIDENTIALITY AND NON-DISCLOSURE

Client understands and acknowledges that Ticket Spicket is the owner of valuable trade secrets and confidential, non-public, and proprietary information (collectively "Confidential Information"). Client acknowledges the Services involve the furnishing of Confidential Information, and agrees to use best efforts to protect all Confidential Information from disclosure. Client shall not disclose, distribute, sell, license, transmit, or disseminate any Confidential Information to any other party unless complying with public records laws as required by a public entity.

7. SPONSORSHIP

Ticket Spicket reserves the right to solicit sponsorship for the Client events hosted on the Ticket Spicket platform. Sponsorship can be in the form of brand placement within the tickets as well as social media and email campaigns promoting the Client events. Client has the right to refuse sponsorship from individual businesses and Ticket Spicket shall make a reasonable effort to seek Client approval of the Sponsor prior to associating the Sponsor with the Client events.

8. TERM OF AGREEMENT

The "Effective Date" of this Agreement is the date it is accepted by an authorized representative of the Client and shall continue for a period of thirty-six (36) months (the "Initial Term"). Following the Initial Term, upon mutual written agreement by both parties at least thirty (30) days prior to the scheduled expiration date of the then current term, this Agreement shall renew for a one (1) year additional term. Client may terminate this agreement upon 30 days written notice to Ticket Spicket.

Immediately upon termination, Ticket Spicket shall cease providing the Services. Ticket Spicket shall tender the balance of any Payouts due to Client within thirty (30) calendar days. If Client owes any monies under this Agreement, Client shall tender the same within thirty (30) days notice

to the address provided below.

9. USE OF SCHOOL BRANDING

Client grants to Ticket Spicket a limited, worldwide, royalty-free license to reproduce and display its company, school, or organizational name, logos and trademarks (and to authorize our service providers and media outlets to do so) in connection with the Services and in advertising or promotional materials, in any and all media whether now or hereafter existing.

10. MISCELLANEOUS

No waiver of any provisions of this Agreement shall constitute a waiver of the entire Agreement. One or more waivers shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition. If any provision of this agreement shall at any time be deemed invalid or illegal by a court of competent jurisdiction, the remainder of agreement shall continue in full force and effect. This Agreement and those incorporated herein by reference terminate and supersede all prior understandings or agreements on the subject matter and constitutes the full and complete agreement between the parties.

This agreement may be modified only in a writing signed by both Parties. This agreement shall be governed by and construed under the laws of the Commonwealth of Virginia. Any action arising from or pertaining to this agreement shall be brought in a court of competent jurisdiction in Richmond, Virginia. The parties agree that electronic or photocopies of the original of this agreement shall be afforded the same force and effect as the originally signed copy of this agreement.

IN WITNESS THEREOF, the Parties, intending to be legally bound, execute this Agreement as follows:

CLIENT:

TICKET SPICKET, LLC:

Organization: _____

Organization: _____

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule A
Fees, Payments, and Payouts

Ticket Fees:

The following table indicates the terms of the Fees per ticket sold, when purchased as an individual ticket and by using a season pass or Ticket Spicket credit. These fees apply to each payment made by the Patron.

	Fee Amount
Individual Ticket	+5% of Ticket Face Value plus \$0.75 per Ticket
Season Pass	+5% of Pass Face Value

The following table shows example transactions using a \$6 Face Value ticket.

# Tickets Purchased	Ticket Cost	+ Ticket Spicket Fee	= Total Cost
1 Ticket	\$6.00	\$1.05	\$7.05
2 Tickets	\$12.00	\$2.10	\$14.10
5 Tickets	\$30.00	\$5.25	\$35.25

Payouts:

All payouts will be provided via [Check or ACH transfer] to the account of the Client's choosing. Payments will be made within 7 business days after the event has taken place.

The Payout to the Client shall equal the Face Value of any tickets sold less any credit card chargebacks and/ or taxes, as detailed in Sections 2.2(c) and 3, respectively.

**TICKET SPICKET, LLC
SPONSORSHIP AGREEMENT**

THIS SPONSORSHIP AGREEMENT ("Agreement") is made by and between Ticket Spicket, LLC, a Virginia limited liability company with a principal place of business at 2400 Old Brick Road, Glen Allen, Virginia 23060 ("Ticket Spicket,"), and **Strongsville City Schools**, with a principal address of 18199 Cook Avenue, Strongsville , OH 44136 ("Client"), referred to jointly as the "Parties," hereby agree as follows:

SPONSORSHIP

Strongsville High School shall:

- promote Ticket Spicket as the exclusive ticketing partner of Strongsville athletics
- provide in-game PA announcement at home games to buy tickets on Ticket Spicket
- include Ticket Spicket's logo placement & link as official sponsor on athletics website
- include a link to Buy Tickets in top navigation of athletics website
- share posts / links to buy tickets at home events on Ticket Spicket via Twitter & Facebook
- provide credited quote / testimonial from athletic department on the benefits and overall experience of using Ticket Spicket's services

Ticket Spicket shall:

- provide Strongsville athletics with a sponsorship payment of \$1,000 - to be paid in full by the end of 2020 calendar year.
- increase the total sponsorship payment to \$3,000 only if and when Strongsville meets or exceeds a threshold of 10,000 total tickets sold via credit card purchase online with Ticket Spicket or in-person via Ticket Spicket's box office application during the 2020-21 academic year. If requirements are met, this payment would be paid in full by June 30th, 2021.

IN WITNESS THEREOF, the Parties, intending to be legally bound, execute this Agreement as follows:

STRONGSVILLE HIGH SCHOOL:

BY: _____

Printed Name: _____

Title: _____

Date: _____

TICKET SPICKET, LLC:

BY: _____

Printed Name: _____

Title: _____

Date: _____



UA HIGHLIGHT ATHLETIC AGREEMENT

AGREEMENT COVER PAGE

STRONGSVILLE HIGH SCHOOL

STRONGSVILLE, OH. 44149

SCHOOL KEY INFO

Name of School: **STRONGSVILLE HIGH SCHOOL** Total HS Students: **1995**
Street Address: **20225 LUNN RD** Football (Y/N): **Y**
City, State Zip: **STRONGSVILLE, OH. 44149**

Primary Contact Name: **DENNY ZIEGLER** Girls Sports: **10**
Primary Contact Title: **ATHLETIC DIRECTOR** Boys Sports: **11**
Primary Contact Email: **DZIEGLER@SCSMUSTANGS.ORG**

Mascot: **MUSTANGS**
School Colors: **FOREST GREEN WHITE**

DEALER KEY INFO

Dealer: **BSN SPORTS**
Start Date: **7/1/2020** End Date: **6/30/2025**
Term (Years): **5**
Inline Apparel Discount: **40** Inline Footwear Discount: **30**
Uniform Discount: **25** Inline Accessory Discount: **30**



UA HIGHLIGHT ATHLETIC AGREEMENT

ATHLETIC AGREEMENT ("Agreement") AMONG:

UNDER ARMOUR, STRONGSVILLE HIGH SCHOOL, AND BSN SPORTS

CUSTOMER Obligations to UNDER ARMOUR and its Authorized Servicing Team Dealer ("Team Dealer")

- The term of this Agreement commences on 7/1/2020 and ends on 6/30/2025 ("Term") for a term of 5 Years.
- During the Term, STRONGSVILLE HIGH SCHOOL shall exclusively purchase UNDER ARMOUR products for its athletic teams, coaches, staff and fans. (collectively, "Teams") from the Team Dealer set forth below.
- All Teams shall exclusively wear and use head-to-toe Under Armour products, including without limitation footwear, socks, uniforms, and headwear, commencing with the third year that Customer provides UNDER ARMOUR products to the teams. Customer shall use best efforts to exclusively use UNDER ARMOUR headwear and inflatables for the teams. In the event Teams require products that UNDER ARMOUR does not produce, Customer will secure such products from brands other than Nike, Adidas, Reebok, Russell, New Balance and Puma.
- STRONGSVILLE HIGH SCHOOL shall place orders with Team Dealers for custom and stock uniforms by:
 - (i) February 1 for Fall Sports
 - (ii) May 31 for Winter Sports
 - (iii) November 15 for Spring Sports
- UNDER ARMOUR and/or Team Dealer shall receive placement of two (2) banners for display on-field and on-court for each STRONGSVILLE HIGH SCHOOL team upon UNDER ARMOUR request. Aside from UNDER ARMOUR and Team Dealer, no other manufacturer, distributor, marketer or seller of athletic goods shall have the right to place signage at Customer's team's facilities.
- All Customer activities will be given access to UNDER ARMOUR products when applicable, via webstore or traditional format.
- STRONGSVILLE HIGH SCHOOL hereby grants to UNDER ARMOUR the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of each Team's games subject to applicable NCAA, NFHS, or applicable high school or governing body rules. (collectively, "Rules").

UNDER ARMOUR and BSN SPORTS Obligations to STRONGSVILLE HIGH SCHOOL

UNDER ARMOUR shall provide STRONGSVILLE HIGH SCHOOL with a product allotment valued at UNDER ARMOUR's then-current retail pricing as follows below. Such free products shall be fulfilled after all products for all Teams have been shipped in each year. (Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear, eyewear, etc.) cannot be purchased with the promotional product credit. Only 7 digit numeric catalog item numbers are eligible for promo).

- \$5000 EVERY YEAR
- 10% BACK ON ALL UA PURCHASES OVER \$35000
- Team Dealers shall maintain appropriate levels of UNDER ARMOUR inventory to satisfy Customer's requirement on a timely basis; and provide sales data as requested.
- Team Dealer shall set-up/manage either traditional player pack/fanwear order forms or webstore for any & all affiliated Customer activities' accounts. (Including but not limited to activities, organizations and clubs' parents, students, alumni, faculty, staff, etc.)
- UNDER ARMOUR reserves the right to review this Agreement with Team Dealer on an annual basis and in the event UNDER ARMOUR determines, in its sole but reasonable discretion, that the then-current circumstances are materially different from the information supplied by Customer on its prospect form (e.g., actual annual purchases of UNDER ARMOUR products are significantly lower than originally anticipated, etc.), UNDER ARMOUR may either (1) modify the terms of this Agreement via an amendment signed by the parties; or (2) terminate this Agreement by providing Customer and Team Dealer with thirty (30) days prior written notice.
- **Termination.** UNDER ARMOUR or Customer may terminate this agreement in the event of a material breach of any term or condition of this Agreement by the other party and failure by the breaching party to cure the breach within ten (10) days following receipt of notice from the non-breaching party. In addition, Under Armour may change a Team Dealer upon thirty (30) days written notice to Team Dealer(s) and Customer. Further, UNDER ARMOUR shall have the right to terminate this Agreement if: (a) a Team is required to wear and/or use athletic products that are not supplied by Under Armour; or (b) Team members or Customer staff commit any act or are involved in any occurrence which in the sole but reasonable discretion of Under Armour reflects unfavorably upon Under Armour or its products.
- **Right of First Negotiation; Matching Right.** During the Term, Customer shall meet exclusively with UNDER ARMOUR to negotiate in good faith the terms of a renewal of this Agreement, and shall not engage in meetings or negotiations with any third party regarding Product supply, sponsorship, endorsement, or promotion with respect to Products. Notwithstanding the foregoing, the parties shall not be obligated to enter into a renewal of this Agreement if they cannot mutually agree, upon the terms of such renewal, subject to UNDER ARMOUR's matching rights set forth herein. Further, for a period of one hundred eighty (180) days after the expiration of the Term ("Matching Period"), UNDER ARMOUR shall have the right to match any third party offer the Customer receives with respect to Products of such third party that Customer intends to accept ("Third Party Offer"). If Customer receives a Third Party Offer during the Matching Period, then Customer shall submit to UNDER ARMOUR the material terms contained in the Third Party Offer ("Third Party Terms"), in an unredacted writing from such third party on its letterhead and signed by such third party. UNDER ARMOUR shall have thirty (30) days from the date it receives the Third Party Terms to notify Customer whether UNDER ARMOUR will renew this Agreement on terms at least equal to the material, measurable, and matchable Third Party Terms. If UNDER ARMOUR notifies Customer that it will renew the Agreement on such Third Party Terms, then Customer and UNDER ARMOUR shall renew this Agreement on such Third Party Terms. Customer shall inform all third parties of its requirements under this provision, and this provision will survive the expiration or termination of this Agreement during the Matching Period.
- **Wear Testing.** Subject to the Rules, Customer shall ensure that Teams make themselves reasonably available to UNDER ARMOUR with respect to wear testing UNDER ARMOUR products in development. Teams shall report to UNDER ARMOUR on the UNDER ARMOUR products tested, and such reports shall address fit, design, wear characteristics, function, materials and construction techniques. The actual UNDER ARMOUR products in development and any information regarding such UNDER ARMOUR products is confidential. UNDER ARMOUR is the owner of all right, title, and interest in and to any and all rights in and to all



UA HIGHLIGHT ATHLETIC AGREEMENT

intellectual property rights in connection with such UNDER ARMOUR products. Customer and Teams hereby assign and convey to UNDER ARMOUR all such intellectual property.

- **Miscellaneous.** Maryland law shall govern this agreement, without regard to principles of conflicts of laws thereunder. The parties agree that the terms of this agreement are confidential and except as required by applicable law, the parties shall not disclose in any way or to any third party any terms of this agreement. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealers, and School shall be that of independent contractors. This agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement. The signatures of the parties may be delivered by facsimile or imaged document, in PDF, TIFF, or JPEG format, and if delivered by facsimile or imaged document, said executed documents may be considered originals for all purposes.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions of this agreement.

STRONGSVILLE HIGH SCHOOL

UNDER ARMOUR, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

By signing below, Team Dealer agrees that Customer will purchase Under Armour products from the Team Dealer at its discounts of:

- 40% off of UNDER ARMOUR retail price for apparel (does not include decoration costs).
- 30 % off of UNDER ARMOUR retail price for accessories (does not include decoration costs).
- 25 % off of UNDER ARMOUR retail price for Uniforms & Uniform Decoration.
- 30% off of UNDER ARMOUR retail price on all team footwear.

BSN SPORTS

Signature

Printed Name

Title

Date



CORPORATE SPONSORSHIP PROGRAM

BSN Sports, LLC, a Delaware limited liability company ("BSN") is pleased to offer STRONGSVILLE HIGH SCHOOL Athletic Department ("SHS") the **BSN SPORTS CORPORATE SPONSORSHIP PROGRAM** for the purchase and supply of UNDER ARMOUR apparel and footwear along with any and all other equipment & apparel offered for sale by BSN, for use by the school and its athletic programs.

Benefits:

1. **"Premier Pricing"** shall apply to all footwear, clothing and equipment purchased by STRONGSVILLE HIGH SCHOOL at the following rates:
 - 40% off retail price on all UNDER ARMOUR stock clothing
 - 30% off retail price on all UNDER ARMOUR stock footwear and equipment
 - 25% off retail price on all UNDER ARMOUR Custom uniforms purchased within the timeframe specified in the BSN Sports Uniform Schedule.
 - 25% off retail price on all UNDER ARMOUR DIGITAL uniforms purchased within the timeframe specific in the BSN Sports Uniform Schedule.
 - 15% off catalog price on all BSN proprietary products (as defined below) from BSN catalog (excludes closeout and sale items)
 - 10% off catalog price on all BSN branded products from BSN catalog.
 - BSN proprietary products are identified in our catalog with a black star icon next to the product code.
 - BSN catalog branded products are products distributed by BSN from a third-party manufacturer such as Wilson, Spalding, Rawlings, etc.
2. **BSN Sports Product / Apparel Rebate:** STRONGSVILLE HIGH SCHOOL shall receive the following in free product Rebate: Subject to the terms below, at the end of each School Year of this agreement, the Athletic Program will receive a Product Rebate including selected products from BSN. The Product Rebate will be selected from a list of products provided by BSN and subject to availability at the time of order. Product Rebates are available after the requirements below are met (including, without limitation, the Annual Spending Level with BSN as set forth below) and must be utilized within forty-five (45) days of the end of the School Year in which the rebate was earned. A Product Rebate balance does not carry over from School Year to School Year. STRONGSVILLE HIGH SCHOOL and its Athletic Program must be current on all payment obligations to BSN to be eligible for the Product Rebate.

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK & FIELD
STRENGTH &
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES & BLEACHERS
COACHING
AQUATICS



Annual Spending Level

- **\$100,000+** **Annual Rebate amount**

8% of annual spend in UA or other branded apparel or BSN equipment at retail catalog price.

- **\$75,000+** **Annual Rebate amount**

7% of annual spend in UA or other branded apparel or BSN equipment at retail catalog price.

- **\$50,000+** **Annual Rebate amount**

6% of annual spend in UA or other branded apparel or BSN equipment at retail catalog price.

Terms and Conditions:

1. STRONGSVILLE HIGH SCHOOL will use BSN Sports as their preferred supplier for any and all of its athletic equipment and apparel needs. It is also agreed that STRONGSVILLE HIGH SCHOOL will adhere to the BSN Sports product planning calendar to help ensure availability and delivery in a timely manner. BSN Sports reserves the right of first refusal on all purchases of athletic equipment and apparel throughout the length of this signed agreement.
2. UNDER ARMOUR Apparel at Events. STRONGSVILLE HIGH SCHOOL coaching staff and athletes will only wear UNDER ARMOUR branded footwear and apparel at competitions whenever possible.
3. Purchase of UNDER ARMOUR & other Products. STRONGSVILLE HIGH SCHOOL shall notify its athletes that My Team Shop, which is operated and owned by BSN Sports, will serve as the online purchasing site for all additional UNDER ARMOUR products purchased directly by athletes, as well as their family and friends. STRONGSVILLE HIGH SCHOOL cannot guarantee that athletes and their family and friends will exclusively use the My Team Shop to purchase UNDER ARMOUR products.
4. STRONGSVILLE HIGH SCHOOL will promote this partnership through public announcements at events and signage (provided by BSN Sports) at football, basketball, baseball and any other sports venue. BSN Sports logos to appear on all STRONGSVILLE HIGH SCHOOL sport schedule cards, camp flyers, athletic posters, etc.
5. Payment Terms. STRONGSVILLE HIGH SCHOOL must be current on all payment obligations to BSN Sports to be eligible for all promotional products and rebates.

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK & FIELD
STRENGTH & FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES & BLEACHERS
COACHING
AQUATICS



Payments will be made within thirty (30) days of purchases unless alternate payment arrangements have been made and agreed to in writing by both parties.

- 6. Additional Charges. Decoration charges (including charges for embroidery and screen printing) are extra, except in relation to UNDER ARMOUR Modified Custom uniforms.
- 7. Products sold to Cheerleading will not be included in spending level totals.
- 8. STRONGSVILLE HIGH SCHOOL is responsible for all freight/shipping charges of 18% on any LTL AND FTL FREIGHT TRUCKED shipments and 6% on all small parcel shipments, resulting from merchandise purchased and/or received under this Agreement. However, STRONGSVILLE HIGH SCHOOL shall not be responsible for freight/shipping charges in connection with the return of merchandise shipped incorrectly by the fault of BSN Sports.
- 9. Term of Agreement. The term of this Agreement shall be for (5) years, beginning on July 1, 2020, and continuing through June 30th, 2025.
- 10. Termination of Agreement. Either party may terminate this Agreement upon ninety (90) days written notice in advance of the desired termination date. Written notification must be supplied prior to separation and an opportunity for resolve must be given. Severability. Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof.
- 11. Non-waiver. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.
- 12. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 13. This Agreement is not assignable in whole or in part by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, but is binding on any corporate successor of either party.
- 14. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.
- 15. Modification of Agreement. This document contains the entire Agreement between the parties and may not be changed, modified, amended, or supplemented except by express written agreement signed by both parties.

FOOTBALL
 BASKETBALL
 VOLLEYBALL
 SOCCER
 BASEBALL
 LACROSSE
 TENNIS
 SOFTBALL
 UNIFORMS
 TRACK & FIELD
 STRENGTH &
 FITNESS
 WRESTLING
 SPORTS MED
 SPEED
 AGILITY
 SCOREBOARDS
 BENCHES & BLEACHERS
 COACHING
 AQUATICS

This Agreement is made and entered into by and between the parties this ____ day of July 2020.

Signed: _____

Athletic Director
STRONGSVILLE HIGH SCHOOL HIGH
SCHOOL



Signed: _____

Regional Sales Manager, BSN Sports, LLC
Sam Crawford

FOOTBALL
BASKETBALL
VOLLEYBALL
SOCCER
BASEBALL
LACROSSE
TENNIS
SOFTBALL
UNIFORMS
TRACK & FIELD
STRENGTH &
FITNESS
WRESTLING
SPORTS MED
SPEED
AGILITY
SCOREBOARDS
BENCHES & BLEACHERS
COACHING
AQUATICS

Strongsville City Schools



Vendor Managed Supply Program

For school term of 7/1/20-6/30/21

Presented by

ALCO

Solutions for a Cleaner Environment

Prepared June 26, 2020

Mission

Solution Driven

- ALCO is driven to provide quality products and services to ensure the highest standard of cleanliness and the best overall value

How We Do It

- We listen to our customers, prioritize their challenges, and provide cost effective solutions
- We educate our customers on increasing productivity levels without increasing the budget

Vendor/Customer Partnership

- We partner with organizations who are committed to providing the cleanest, safest, and healthiest environment to the people they serve
- This fundamental belief is critical to our partnership and reaching our mutual goals

Values

We Deliver Superior Results by Following a Few Simple Rules

- Our #1 priority is to serve our customers
- A commitment to high ethical standards in everything we do
- Provide great products at a reasonable price with best in class service
- The constant pursuit of improving standards
- Empowering and encouraging our employees to grow professionally and personally in their roles as stewards to our Industry

What is a Vendor Managed Supply Program?

- The (VMSP) is a monthly, fixed price billing while the school receives supplies throughout the entire calendar year as needed.
- Supplies will be delivered on a scheduled date arranged with your ALCO Representative, Adam Neill. Strongsville CSD will be billed a fixed dollar amount each month.
- Strongsville City Schools and ALCO will work closely to determine the best products necessary to assure quality cleaning results

Bottom line: your school district will be able to keep the district clean and safe for a fixed price. No surprises!

Benefits of the VMSP

- One fixed monthly amount for easy annual budgeting
- Flexible product packages to meet your changing needs
- Personal service and on-site training from your ALCO team
- Inventory control managed by ALCO saving time for the custodial staff
- ALCO's Closed Loop System for safer handling of chemicals (user friendly & cost efficient)
- OSHA compliant secondary labels and SDS provided
- Free delivery of products
- Free chemical dispensing units for cost efficiency
- Free repair on chemical dispensing units
- Cleaning equipment discounts available
- Online Ordering for quick & easy purchasing

SUPPLIES INCLUDED:

CHEMICALS

BLEACH (0035)

CHEMICAL PROPORTIONING SYSTEMS

1. FREEDOM-Neutral floor cleaner (8250-CL)
2. DC-7 Neutral disinfectant cleaner (DC7-CL)
3. CLEAR-THRU Window cleaner (0109-CL)
4. BIG SHOT Non-acid daily cleaner (0185-CL)

FLOOR CLEANERS AND MAINTAINERS

1. FOAMY Q&A ACID DISINFECTANT CLEANER (3202-1)
2. WIWAX CLEANING & MAINTENANCE (4512767)
3. SOAK IT ABSORBENT (432-510)
4. SHINELINE FLOOR PREP (3029)
5. BLUE DEW FOAMING GLASS CLEANER (GS90)
6. CRYSTAL CLEAR GLASS CLEANER (0118-1)

LAUNDRY DETERGENT AND CHEMICALS

1. DYNABRITE Laundry Detergent (0200-1)
2. ULTRA TIDE LIQUID (PGC13878)
3. CLOTHESLINE FRESH (7003-1)

SURFACE CLEANERS & DEGREASERS

1. GRIMEBUSTER (0180-1)
2. GOO D SOLV R (UFDP-16)
3. SANIGUARD 8oz FOGGER (55002)
4. COMET W/CHLORINAL (PGC32987)

SUPPLIES INCLUDED:

SURFACE CLEANERS & DEGREASERS (continued)

5. LEMON BREEZE DEODORIZER (0980-1)
6. DEEP FREEZE GUM REMOVER (178-06)
7. GRAFFITI OFF GEL (3449)
8. CLEAN BY PEROXY (0035-5)
9. ACTIVATOR DISINFECTANT CLEANER (282-17)
10. COMET DISINFECTANT/SANITIZING BATHROOM CLEANER (PGC22569)
11. SPIC/SPAN LIQUID FLOOR CLEANER (PGC31569)
12. MAHOGANY LANE FURNITURE POLISH (160-17)
13. PAINLESS STAINLESS WATERBASE (414-16)

CLEANING TOOLS AND SUPPLIES

1. BROOMS, BRUSHES & DUST PANS
2. DUST MOPS & DUSTING TOOLS
3. PUMPS, SPRAYERS & BOTTLES
4. SHOP TOWELS, CLOTHS & WIPES
5. SPONGES & SCOURING PADS
6. SQUEEGEES, WASHERS & SCRAPERS
7. WAX & FINISH APPLICATORS & ACCESSORIES
8. WET MOPS & HARDWARE

DISPENSERS & RESTROOM EQUIPMENT

1. ODOR CONTROL DISPENSERS
2. PAPER PRODUCT & WIPER DISPENSERS
3. RESTROOM EQUIPMENT (8 PER YEAR)

EQUIPMENT & EQUIPMENT PARTS

1. FLOOR MACHINE PADS & BONNETS
2. SPONGES & SCOURING PADS

SUPPLIES INCLUDED:

EQUIPMENT & EQUIPMENT PARTS (continued)

3. VACUUM BAGS & ACCESSORIES
4. WAX & FINISH APPLICATORS & ACCESSORIES

ODOR CONTROL

1. AIR FRESHNERS & DEODORIZERS
2. ODOR NEUTRALIZERS & DISINFECTANTS
3. URINAL & TOILET DEODORIZERS

SKIN & PERSONAL CARE

1. FEMININE CARE RECEPTACLE LINERS
2. HAND SOAP & CLEANSERS

PERSONAL PROTECTION

1. BARRIERS & WARNING TAPES

SUPPLIES NOT INCLUDED:

- Any chemicals or supplies not on the pages 4-6 must be approved by your ALCO account representative, Adam Neill, prior to placing an order.
- Any non-consumable item or supplies not listed on pages 4-6 will need a separate purchase order (i.e. trash can, mop bucket and wringer, ice melt, machine parts, weed killer, insecticide, floor mats, custodial carts, accessories for custodial carts, gym floor products,

Training

- The right products and processes are important for obtaining the best cleaning results – but it's people who deliver clean, safe, and healthy facilities. No one understands this more than ALCO.
- Our focus is educating the staff and setting a standard for their work. We will increase their knowledge and efficiency. It's a major reason why organizations choose to do business with us.
- Our training programs are a combination of on-site, online, and off-site learning:
 - Carpet Care
 - Restroom and Locker Room Cleaning Methods
 - Disinfecting Techniques
 - Safety and Compliance Training
 - Hard Surface Floor Care Programs
 - Gym Floor Seminars
 - Proper Equipment Use and After Use Policy
 - Sustainable Cleaning Processes
 - Preventive Maintenance Techniques
 - Proper Methods of Cleaning Food Contact Surfaces

House Bill and S.D.S. Sheets

- ALCO, Inc. will supply Strongsville City Schools with all product labels on secondary containers to comply with OSHA regulations.
- All SDS Data will be provided in a binder at each building for easy access in case of emergency. Additional copies will also be provided upon request.

Complete Equipment & Repair Service

- Selecting the right equipment and keeping it running at peak performance is critical to delivering quality cleaning outcomes at the lowest total cost. Our equipment service program includes:
 - Comprehensive Annual Equipment Service Evaluation
 - Preventative Maintenance Plans
 - On-Site Service by Our Service Fleet
 - Emergency Repair Service
 - Servicing All Major Brands of Equipment
- If Strongsville needs to purchase new cleaning equipment, a separate addendum will be provided covering the individual items needed and individual price per unit.
- ALCO distributes several lines of cleaning equipment and would like to partner with Strongsville to provide, service, and maintain the equipment.
- A separate Machine Repair Program will be made available on an as needed basis. An estimate for the repair of the unit will be provided by an ALCO account manager and will be called into the school's business office for approval. Once the purchase order is issued, the unit will be picked up, repaired and returned to the appropriate location.

Delivery Policy

- All chemicals and related cleaning supplies will be delivered to each building free of cost.
- ALCO delivery personnel will be scheduled to make deliveries on your specified delivery day.
- If an emergency order needs to be delivered to a location, it can be arranged for the convenience of the school system.

Monthly Billing Agreement

ALCO, Inc. will bill Strongsville City Schools monthly for chemicals and cleaning supplies. The annual amount will total \$41,000.00 and will be billed in twelve monthly installments of \$3,416.00

Thirty days prior to the end of the agreement period, the Custodial Supply Program will be reviewed, and any changes will be submitted in writing for approval for the following fiscal year budget.

ALCO, Inc. and/or Strongsville City Schools can terminate the Custodial Supply Program for any reason by submitting in writing a thirty-(30) day notice to the appropriate parties. All equipment including proportioning units and any unused supplies will then become the property of ALCO Chemical, Inc.

Submitted By: _____

Luanne Worthington, President, ALCO, Inc.

Accepted By: _____

Dr. Cameron Ryba, Superintendent, Strongsville City Schools, 18199 Cook Avenue, Strongsville, Ohio 44136

Date: _____

Monthly Billing Agreement

ALCO, Inc. will bill Strongsville City Schools monthly for chemicals and cleaning supplies. The annual amount will total \$41,000.00 and will be billed in twelve monthly installments of \$3,416.00

Thirty days prior to the end of the agreement period, the Custodial Supply Program will be reviewed, and any changes will be submitted in writing for approval for the following fiscal year budget.

ALCO, Inc. and/or Strongsville City Schools can terminate the Custodial Supply Program for any reason by submitting in writing a thirty-(30) day notice to the appropriate parties. All equipment including proportioning units and any unused supplies will then become the property of ALCO Chemical, Inc.

Submitted By: _____

Luanne Worthington, President, ALCO, Inc.

Accepted By: _____

Dr. Cameron Ryba, Superintendent, Strongsville City Schools, 18199 Cook Avenue, Strongsville, Ohio 44136

Date: _____

CLINICAL EDUCATION AGREEMENT

This affiliation agreement is made and entered into this May 21, 2020 by and between Strongsville City Schools; hereinafter referred to as "School" and The University of Akron, through its College of Education, hereinafter known as the "College."

WHEREAS, both parties are committed to attaining quality of purpose, and this shared goal is enhanced by our mutual agreement; and

WHEREAS, the College has students that are in need of student teaching opportunities at K-12 school districts; and

WHEREAS, School has opportunities for College students to participate in student teaching opportunities; and

NOW, THEREFORE, IN CONSIDERATION of the mutual advantage occurring to both parties hereto, the School and the College hereby covenant and agree with each other as follows:

I. MUTUAL RESPONSIBILITIES

The arrangement for the clinical affiliation will be cooperatively planned by the appropriate representatives and staff of the School and the College faculty and staff.

- A. The School will accept students selected by the Program in which the student is enrolled, and agreed upon by the School for a period for student teaching. The nature of the experience shall be arranged by the Colleges Clinical Education Coordinator of the program in which the student is enrolled in conjunction with the individual designated as the School Coordinator of Clinical Education, within the stated philosophes and objectives of the College's program(s) and the School.
- B. The time periods and number of affiliating students assigned during any one clinical training period will be mutually agreed upon by the College and School.
- C. The College and School will be mutually responsible for providing affiliating students with information regarding the policies, rules and regulations of each School and for advising students of their responsibilities to abide by such policies, rules and regulations while assigned to the School. It is the responsibility of the affiliating student to abide by any and all of the School's policies and regulations.
- D. The College maintains the privilege of visiting the School before, after, and/or during the clinical education periods at times that are mutually convenient. Periodic contacts will be made to review and evaluate the clinical education program and facilities, to attempt to resolve specific problems which may interfere with the achievement of the objectives of the program. The College will give advance written notice to the School of any site visits by any of the College's representatives or accrediting agencies involved with the clinical education program.

- E. The School will have authority to request the College to immediately withdraw from the School any affiliating student whose performance is unsatisfactory or whose characteristics and activities are detrimental to the School in carrying out its client care responsibilities. A request for student withdrawal will be directed to the College's Student Teaching Education Coordinator. The College has the obligation to respond to any such requests in a timely fashion.
- F. Students are not considered employees of the School while engaged in clinical activities related to their educational experience covered under this clinical affiliation, but are considered to be participating in clinical practicum. The College and School are at all times independent contractors, and not joint ventures or agents of the other. Neither party nor their respective faculty, staff, employee, student or agents shall be or claim to be the faculty, staff, employee, student or agent of the other.
- G. Responsibility: Each party agrees to be responsible for any negligent acts or negligent omission by or through itself of its agents, employees and contracted servants, and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to another,
- H. Limitations of Liability: In no event shall either party be liable to the other under any provision of this Agreement for any consequential, incidental, or special damages whether in contract or tort and including but not limited to loss of use , loss of data or information, however caused, lost profits or other economic loss, failure of any licensed programs to perform in any way.

II. COLLEGE'S RESPONSIBILITIES

The College will assign student to participate in the education program and will have total responsibility for academically preparing the students in theoretical knowledge basic skills, professional ethics, attitude and behavior prior to the clinical affiliation.

- A. The College will appoint a representative as a coordinator of clinical education to act as a liaison between the College and the school, and prior to the educational experience continuous with it, there shall be dose planning between the College Coordinator and the School Coordinator.
- B. The College shall reserve the right to revise any assignment prior to the student's entry into the School Student Teaching Educational Program. The College agrees to withdraw a student from assignment to the School following consultation between all parties involved in the action.
- C. The College shall reserve the right to withdraw a student from his/her assigned clinical education experience at the School when in the College's judgment the clinical experience does not meet the needs of the student.

- E. The College shall require the affiliating students to meet all immunization, health tests and certification requirements as designated by the School. Required proof will be the responsibility of the affiliating student.
- F. The College will ensure the Student Intern will provide the Strongsville City Schools with a clear and current BCI/FBI report one week prior to the placement.

III. SCHOOL RESPONSIBILITIES

The School shall provide the following service to the affiliation student:

- A. The School shall designate qualified field Instructor and/or teaching assistant as the Teaching Instructor assigned to teach, mentor, and evaluate the students according to the requirements of the College and programs therein.
- B. The School shall provide clinical education experiences as stated in the objectives and philosophy of the College and agrees to provide student access to its facilities as appropriate for the operation of the program. In addition, the School agrees to provide student access to available educational and instructional materials and provide sufficient meeting room space for conducting didactic programs, lectures, conferences, etc. in conjunction with the program and appropriate to the number of assigned students.
- C. The School shall provide the College with written evaluation of the affiliating student's performance. The format of these evaluations is to be agreed upon by the College and the School.
- D. The School shall provide the physical facilities and equipment necessary for the clinical education experience.
- E. If appropriate facilities and services are available at School, the School will be responsible for providing emergency care for student illness or accident occurring on the School's premises during the course of the clinical assignment but is not responsible for the cost of such care. The College will endeavor to assure that medical insurance coverage for students is in effect during their period of assignment, but it is understood that students are financially responsible for their own medical insurance and for any medical care they receive at the School.
- F. All records kept by the School relating to a student's performance during the affiliation period shall be made available to the parties hereto and to the student, and not to other persons, as required by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1212(g).

IV. STUDENT RESPONSIBILITIES

- A. The student will follow the policies, procedures, rules and regulations established by the School during his/her clinical affiliation in that School.
- B. The student will provide his/her own health insurance coverage for the period of the clinical education experience and will provide evidence of such coverage to School upon request.
- C. The student has the right to appeal any decision made by the School or the College which will have adverse effects upon him/her, subject always to the rights of the School and the College expressed at other places in this agreement and to College's policies.

V. GENERAL

- A. The term of this agreement: shall begin on this date of this Agreement and shall continue for (5) five years or until such time as either party has terminated this Agreement by advising the other party of its intent to terminate in writing at least (4) four months prior to the desired termination date. This agreement may be modified by mutual written consent at any time.
- B. Amendment and modifications: This agreement may be amended or modified by the mutual agreement of the parties hereto in a written amendment or addendum to be attached to and incorporated thereby into this agreement.
- C. Governing Law: The validity of this agreement in any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio.
- D. Legal Construction: In the event that any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
- E. Assignment of Agreement: Neither party shall not assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party.
- F. Media: The parties agree that they will not use the other parties' name in any advertising, promotional material, press release, publication, public announcement or through other public media, written or oral, whether to the public press, the holder of publicly owned stock or otherwise relating to this agreement or to the performance hereunder of the existence of an arrangement between the parties without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

Strongsville City Schools

APPROVED By: _____

(Signature)

Name: _____

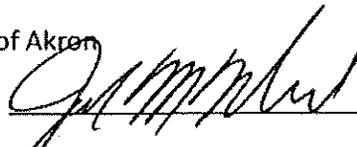
Title: _____

Date: _____

Address: 18199 Cook Avenue
Strongsville, OH 44136

Phone: 440-572-7000

The University of Akron

APPROVED By:  _____

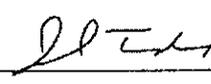
John M. Wienczek
Executive Vice President and Provost

Date: 6/12/2020

Office of General Counsel
The University of Akron
Reviewed and Approved for
Legal Form and Sufficiency

By:  _____

Date: 6/9/20

RECOMMENDED By:  _____

Dr. Jarrod Tudor, Interim Dean, LeBron James
Family Foundation College of Education

Date: 6/8/2020



Solutions Behavioral Consulting
8536 Crow Drive, Suite 240
Macedonia, OH 44056
Phone (330) 888-9596
Email billing@solutionsbehavioral.com
www.solutionsbehavioral.com

**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) Strongsville School District		Type of Entity (grade, junior, high, public, private or charter school) Public School District Board of Education	
Street Address 18199 Cook Avenue	City Strongsville	State Ohio	Mail Code 44136
Contact Name(s) Andy Trujillo - Director of Student Services Sharon Susi - Executive Secretary		Email atrujillo@scsmustangs.org ssusi@scsmustangs.org	
Telephone 440-572-7045		Date June 10, 2020 Effective Dates August 15, 2020 - June 30, 2021	

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.
(K0728933.2)

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

1. **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 the federal or Ohio state or local 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 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.

2. **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.

3. **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 shall determine, in consultation with Client, 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 following its assessment of the results of a criminal background check, 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 for the applicable student pursuant to the Statement of Work;
- (b) the date upon which the Services will commence and the term of such Statement of Work, which term (including the commencement and termination dates that are specific to each Statement of Work and individual student as agreed upon by the parties) will be developed on a case-by-case basis for each Statement of Work and may differ from the overall term of this Agreement;
- (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. If agreed upon in writing by the parties, the Change Order shall be incorporated in and subject to the terms of this Agreement.

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 agrees is 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 supplies or other things required for the Services, including the costs of any necessary materials.

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, and which act or omission is not caused directly or indirectly by SBC, then 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, including any independent contractor, agent, or assistant of SBC, which background checks shall comprise, at a minimum, a criminal record background check, in accordance with Law;
- (d) comply with and ensure that all SBC personnel, including any independent contractor, agent, or assistant of SBC, comply with, all rules, regulations, and policies of Client, including its Board of Education policies which are publicly available for SBC's review, as well as any other policies 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;
- (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; and
- (g) SBC will comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, with respect to any/all student information shared by the District or generated in the course of providing services under this agreement.

8. Term and Termination.

- (a) *Term.* This Agreement shall commence as of the Effective Date and shall remain in effect until June 30, 2021 (Termination Date), unless sooner terminated pursuant to this Section 8 (the "*Term*").
- (b) *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 before the Termination Date without cause, by providing at least 30 days' prior written notice to the other party.
- (c) *Termination for Cause.* Either party may terminate this Agreement or any Statement of Work, before the Termination Date 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.
- (d) *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, (iii) permanently delete all of the other party's Confidential Information from its computer systems, and (iv) 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 as well as any student educational records generated by SBC while providing services under this Agreement.
- (e) *No Liability for Termination.* In no event shall either party be liable for the expiration or termination of this Agreement in accordance with this Section.

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 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, who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 12, and so long as any such disclosure complies with the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g;
- (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 result in a breach 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.

16. Miscellaneous.

- (a) *Relationship.* The relationship of SBC and Client is that of parties to a contract, in which SBC operates as an independent contractor with respect to the provision of the services that are contemplated by this Agreement. 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 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 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.

- ① *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 CEO/Owner

**Schedule 1
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	SBC agrees to provide consultation to implement ABA services (e.g., training for staff, staff observations and on-going development, behavioral programming and assessment for individual students, functional behavior assessment and bi-weekly meetings).
COMMENCEMENT DATE	May 1, 2020
SBC CONTRACT MANAGER AND KEY PERSONNEL	Dr. Jennifer Sweeney – Owner Carrie Yasenosky – Lead BCBA cyasenosky@solutionsbehavioral.com Ashley Madonlo – Practice Manager amadonlo@solutionsbehavioral.com

<p>FEEES (Hourly Rates billed in ¼ hour increments)</p>	<p>\$150.00 per hour for consultation services (direct consultation hours, special assessments/reports-excluding consultation reports, emails longer than 15 minutes, phone calls longer than 15 minutes, data analysis, compensation for matters related to mediation or due process for a student: including data collection, assessment, case review, hearing preparation, travel, or time spent in the hearing).</p> <p>\$45.00 per hour for behavior technician services (standard rate: \$55.00 per hour) with an additional volume discount.</p> <p>Volume discount schedule is as follows: 5% discount on tutoring services after 180 hours per month, 10% discount on tutoring services after 225 hours per month, or 15% discount on tutoring services after 325 hours per month.</p>
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EXHIBIT H

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO
AGREEMENT FOR ADMISSION OF PUPILS PURSUANT TO OHIO REVISED CODE SECTION 3313.841

The Board of Education for (*Educating District*) _____ hereby enters into a contract for the admission of pupils to the Educational Service Center of Northeast Ohio for educational purposes for the school year of 2020-2021. The above-referenced Board of Education ("the Educating District") hereby agrees to pay to the Educational Service Center of Northeast Ohio ("ESCNEO") for each pupil an amount equal to the Program Cost per Enrollment Day as listed below.

In cases where the Educating District is not also the District of Residence, the Educating District acknowledges that it is solely responsible for paying to the ESCNEO the per pupil amount equal to the Program Cost as listed below, and is solely responsible for seeking reimbursement from the District of Residence as authorized by Ohio Revised Code Chapter 3323.

In cases where a pupil who receives services from a program listed below transfers to a different Educating District and continues his/her placement with Positive Education Program (PEP) following the transfer, the Educating District acknowledges that it is solely responsible for paying to the ESCNEO the per pupil amount equal to the program cost as listed below as soon as the Educating District receives evidence that the pupil is present in the district, is eligible for services, and a copy of the most recent applicable IEP as required by 34 CFR §300.323 and Ohio Administrative Code §3301-51-07(K)(5).

The Educating District also acknowledges that it is responsible for transporting each pupil, and for seeking reimbursement for transportation costs from the District of Residence as authorized by Ohio Revised Code Chapter 3323.

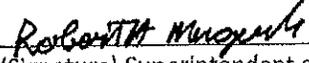
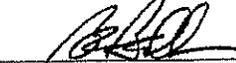
Positive Education Program Service	Rate per Enrollment Day
Eastwood, Greenview, Hopewell & Willow Creek DTC - Grades K to 8 (Maximum 190 billable days)	\$248
Eastwood, Greenview, Hopewell & Willow Creek DTC - Grades 9 to 12 (Maximum 190 billable days)	\$257
Phoenix DTC – All Grades (Maximum 190 billable days)	\$318
Prentiss Autism Center – All Grades (Maximum 190 billable enrollment days)	\$433
Home Instruction	\$248

Billing for services rendered will be on a monthly basis.

_____	_____
(Signature) Superintendent of Educating District	Date
_____	_____
(Signature) Treasurer of Educating District	Date

Educational Service Center of Northeast Ohio (ESCNEO)

We hereby agree to admit students from the aforementioned school district pursuant to the above-referenced provisions for the school year 2020-2021.

	<u>June 3, 2020</u>
(Signature) Superintendent of ESC of Northeast Ohio	Date
	<u>June 3, 2020</u>
(Signature) Treasurer of ESC of Northeast Ohio	Date

Please return a signed copy of the agreement to:
 Habeebah R. Grimes • Positive Education Program • 3100 Euclid Ave • Cleveland, OH 44115 • hrgrimes@penclave.org

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO
AGREEMENT FOR ADMISSION OF TUITION PUPILS PURSUANT TO
SECTION 3313.841 O.R.C.
DISTRICT OF RESIDENCE

The STRONGSVILLE CITY SCHOOLS Board of Education hereby enters into a contract for admission of the student listed below with the Educational Service Center of Northeast Ohio for educational purposes for the 2020-2021 school year.

The above Board of Education hereby agrees to pay to the Educational Service Center of Northeast Ohio for each pupil an amount equal to the direct costs as calculated for the school district. Direct costs shall be paid when services are provided to the student during any period of school closure mandated by a federal, state, or local order.

The above Board of Education acknowledges that students (attached) are to be included in the ADM certification of the above school district.

SERVICE: VISUAL IMPAIRMENTS (see attached)

Billing periods: (1) Aug.-Oct. (2) Nov.-Jan. (3) Feb.-April (4) May-June

VISUALLY IMPAIRED SERVICES (VI)	\$98.93 per hr.
ORIENTATION & MOBILITY (O & M)	\$72.00 per hr.
FUNCTIONAL LOW VISION ASSESSMENT (FLVA)	\$72.00 per hr.
*BRAILLE SERVICES	\$27.98 per hr.
*REHABILITATION SERVICES (REHAB)	\$51.91 per hr.

* SERS surcharge will be billed in fall of 2021

Signature Superintendent of District of Residence

Date

Signature Treasurer of District of Residence

Date

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO

We do hereby admit the above listed pupil to our schools on the terms described above for the school year 2020-2021.

Robert M. Munguchi

Signature Superintendent of Educational Service Center

August 1, 2020

[Signature]

Signature Treasurer of Educational Service Center

August 1, 2020

Please return a signed copy of this Agreement along with a signed P.O. for the above service to Leanne Long, Educational Service Center, Essex Place, 6393 Oak Tree Blvd., Independence, OH 44131.

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO
AGREEMENT FOR ADMISSION OF TUITION PUPILS PURSUANT TO
SECTION 3313.841 O.R.C.
DISTRICT OF RESIDENCE

The STRONGSVILLE CITY SCHOOLS Board of Education hereby enters into a contract for admission of the student listed below with the Educational Service Center of Northeast Ohio for educational purposes for the 2020-2021 school year.

The above Board of Education hereby agrees to pay to the Educational Service Center of Northeast Ohio for each pupil an amount equal to the direct costs as calculated for the school district. Direct costs shall be paid when services are provided to the student during any period of school closure mandated by a federal, state, or local order.

The above Board of Education acknowledges that students (attached) are to be included in the ADM certification of the above school district.

SERVICE AUDIOLOGY and/or HEARING IMPAIRMENT (see attached)

Billing periods: (1) Aug.-Oct. (2) Nov.-Jan. (3) Feb.-April (4) May-June

AUDIOLOGY SERVICE PER STUDENT PER HOUR (AUDIO)	\$98.96
TEACHER OF HEARING IMPAIRED PER HOUR	\$91.79

Signature Superintendent of District of Residence

Date

Signature Treasurer of District of Residence

Date

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO

We do hereby admit the above listed pupil to our schools on the terms described above for the school year 2020-2021.

Robert M. Muehle

Signature Superintendent of Educational Service Center

August 1, 2020

[Signature]

Signature Treasurer of Educational Service Center

August 1, 2020

Please return a signed copy of this Agreement along with a signed P.O. for the above service to Leanne Long, Educational Service Center, Essex Place, 6393 Oak Tree Blvd., Independence, OH 44131.

UCPA 2020/2021 School Year Agreement
District: Strongsville City Schools
Student:

THIS AGREEMENT IS MADE by and between UNITED CEREBRAL PALSY ASSOCIATION OF GREATER CLEVELAND, INC., 10011 Euclid Avenue, Cleveland, Ohio 44106, an Ohio not-for-profit corporation ("UCPA"), and STRONGSVILLE CITY SCHOOLS, an Ohio public school district ("District"), regarding the education of District resident ("Student").

WHEREAS, UCPA is qualified to provide an alternative placement for the 2020 - 2021 school year.

WHEREAS the District desires to have UCPA provide such services to Student for the 2020-21 school year.

NOW, THEREFORE, in consideration of the promises set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, UCPA and the District agree as follows:

1. TERM: The term of this Agreement shall be from August 25, 2020 through the August 19, 2021.
2. PROGRAM: UCPA will review and consider Student's Individualized Education Program, as written by District, in conjunction with UCPA's assessments and Student's needs as identified by UCPA, to develop and implement an individualized program which will include Specially Designed Instruction and related services ("Program"). Related services may include such services as physical therapy, occupational therapy, speech language therapy, and assistive technology.
3. PROVIDERS: UCPA's specially designed instruction and related services shall be delivered by some or all of the following staff, in accordance with the Student's identified needs as specified in Paragraph 2 above: Ohio licensed Intervention Specialists (IS), Physical Therapists (PT), Occupational Therapists (OTR/L), Physical Therapy Assistants (PTA), Occupational Therapy Assistants (COTA), Speech and Language Pathologists (SLP), certified Assistive Technology Professionals (ATP), Therapeutic Aides, and Educational Aides.
4. LOCATION: Services will take place at UCPA, located at 10011 Euclid Avenue, Cleveland, Ohio 44106, unless UCPA determines that it is in Student's best interest, based on health concerns or educational needs, to deliver said services via an online platform or offsite. Additionally, in the event that national, state and/or local government officials require or recommend closure of UCPA and/or educational or therapeutic settings in the interest of public health or safety, the services set forth in the Agreement may be delivered, as practicable, virtually via an online platform.

5. **SCHEDULE:** The Program includes nine (9) months of school year programming and one (1) month of Extended School Year Services ("ESY"), as set forth below:

- a. School year programming will commence on August 25, 2020 and will conclude on May 27, 2021. Services will be provided on Mondays through Thursday.
- b. ESY programming will be scheduled between the dates of June 7, 2021 through August 19, 2021. Days and times will be determined by May of 2021.
- c. Alterations to the days and times identified in 5a and 5b above may be implemented if UCPA determines that an altered schedule is necessary due to Student's medical or educational needs.
- d. Student absences (including but not limited to Student's illness or medical appointments) or unforeseen events that are out of UCPA's control and make it impossible or impracticable to provide services to Student (including but not limited to acts of God or force majeure) will neither be rescheduled nor prorated.
- e. Services will not be provided on the following dates:

Labor Day: September 7, 2020

LeafBridge Staff Inservice Day: October 12, 2020

Thanksgiving: November 25-27, 2020

Winter Break: December 21, 2020 - January 4, 2021 (Program resumes Jan. 5)

MLK Day: January 18, 2021

Presidents' Day: February 15, 2021

LeafBridge Staff Inservice Days: March 17-18, 2021

Spring Break: April 5-9, 2021 (Program resumes April 12)

6. **ETR/IEP/PROGRESS:** Upon timely request by a District Administrator, UCPA staff shall assist the District in evaluating Student and gathering data for use in Student's Evaluation Team Report ("ETR"), Individualized Education Program ("IEP"), and/or quarterly IEP Progress Reports. Upon timely request by a District Administrator, UCPA shall make a relevant team member(s) available to attend (virtually or in person) and participate in IEP team meetings to draft, discuss, revise or review the IEP or ETR.
7. **ASSISTIVE TECHNOLOGY:** Throughout the term of this Agreement, the District shall provide UCPA with any and all Assistive Technology equipment identified in Student's IEP or otherwise deemed necessary by the IEP team for Student. Assistive Technology is defined as any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized, that is used to increase, maintain, or improve functional capabilities of a child with a disability. Examples include software, iPad, pencil grips, foot stools, occluders, etc.
8. **VISION SERVICES:** Vision services are limited to the scope of practice for physical and

occupational therapists. If Student needs a Teacher of the Visually Impaired (TVI) or Certified Orientation and Mobility Specialist (COMS), the District shall provide the personnel to deliver the necessary itinerant services for the Student. UCPA shall not be held responsible to hire, compensate, or supervise a TVI or COMS for Student.

9. NURSING: Nursing services are available only on an intermittent basis on the premises of 10011 Euclid Avenue. UCPA cannot guarantee availability of these services for Student's entire Program. If Student needs more frequent or dedicated nursing services, the Parent shall provide a nurse to deliver the necessary services for Student. UCPA shall not be held responsible to hire, compensate, or supervise a one-on-one/dedicated nurse for Student.
10. TRANSPORTATION: UCPA is not legally or financially responsible for Student's transportation to the Program, whether services are being delivered on-site or off-site. The District shall make all transportation arrangements in conjunction with Student's family.
11. BILLING: Beginning August 2020, UCPA shall submit monthly invoices to the District's Director of Special Education on or before the 15th of each month prior to service. The invoices will be in the amount of Nine Thousand, Four Hundred and Fifty Dollars (\$9,450.00) per month for each of the nine (9) months of the 2020-21 school year Program (August through May). The total cost of the nine (9) month Program is Eighty-Five Thousand and Fifty Dollars (\$85,050.00). The May invoice will encompass Extended School Year in the amount of Seven Thousand and Eighty-Eight Dollars (\$7,088). The District shall pay each invoice in full by the last business day of each month preceding service.

Invoices will be mailed to the following address:

Andy Trujillo
Strongsville City School District
18199 Cook Ave.
Strongsville, OH 44136

IN WITNESS WHEREOF, the parties have signed this Agreement the 10th day of June 2020.

UNITED CEREBRAL PALSY ASSOCIATION OF GREATER CLEVELAND, INC.

By: Patricia S. Otter

Its: President and CEO

DISTRICT: STRONGSVILLE CITY SCHOOLS

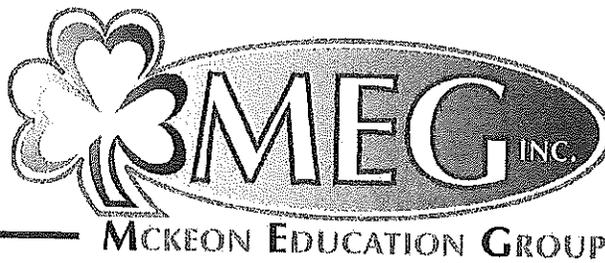
By: _____

Its: Superintendent/School Representative

FISCAL OFFICER'S CERTIFICATE

The undersigned, as Fiscal Officer for the District, hereby certifies that the amount required to meet the agreements, obligations, payments and estimated costs of the District under the foregoing Agreement has been lawfully appropriated, authorized, or directed for such purposes and is in the Board's treasury or in the process of collection free from any obligation or certificate now outstanding.

, Treasurer



Service Agreement

This agreement between *McKeon Education Group, Inc.*, hereinafter referred to as *MEG, Inc.* and *Strongsville City Schools* hereinafter referred to as the School/Agency Board, is made for the purpose of providing 2 (two) full time Reading/Remedial Tutors and 1 (one) part time Intervention Specialist for SS. Joseph & John Interparochial School located in Strongsville, Ohio.

Witnesseth

MEG, Inc. agrees to provide one *Intervention Specialist* to work 3 hours per day, 5 days per week, 174 days per year for grades 6- 8, one *Certified Reading Tutor* to work 7 hours per day, 5 days per week, 174 days per year for grades 3-5; and one *Certified Remedial Tutor* to work 7 hours per day; 5 days per week; 174 days per year, for grades 1 & 2 to be housed in the non-public school during the 2020 – 2021 academic year, as per third party contract for the sum of \$148,578.00 (\$61,500.00 per two full time Tutors and \$25,578.00 for part time) *MEG, Inc. does further agree to the following:*

- a. *To abide by all Federal and State laws applicable to employment of Certified Reading Tutors*
- b. *To provide supervision by a licensed Reading Tutor including but not limited to:*
 - *Supervision of the professional assigned to SS Joseph & John School*
 - *Review of all reports submitted by Certified Reading Tutors*
- c. *The professionals assigned to SS. Joseph & John School duties include but are not limited to:*
 - *Developing written reports for all students receiving services*
 - *Attending Intervention Assistance Team meetings with parents, students and other professionals*
 - *Utilizing effective written and verbal communication with school personnel parents and students*
 - *Establishing and maintaining comprehensive plans for all students that qualify for services*
 - *Develop educational programs for students receiving services*



SERVICE AGREEMENT
By and Between
STRONGSVILLE CITY SCHOOLS and psi AFFILIATES, INC./psi ASSOCIATES, INC.

THIS AGREEMENT for services is entered into this 29th day of June, 2020 by and between the Strongsville City Schools, hereinafter referred to as "Client", and psi Affiliates, Inc./psi Associates, Inc., hereinafter collectively referred to as "psi," to perform services as specified to schools in the Strongsville City Schools specifically named in Attachment A to this Agreement and thereby becoming a part of this Agreement pursuant to relevant sections of the Ohio Revised Code. Additional Attachments to this Agreement may be included herein and, if included, will become part of this Agreement.

I. Services

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

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

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 a one (1) year term starting in the 2020-2021 school year, continuing through the conclusion of the 2020-2021 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 \$196,600.05

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 A, 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. Client agrees to follow all appropriate rules and regulations to ensure PSI staff have a clean and hygienic working environment with appropriate protections related to the COVID pandemic.

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:

psi
Colleen Lorber,
Chief Operating Officer
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.

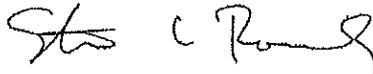
XXIII. Captions. Headings and titles of Articles, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized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



Client Designee

psi Designee
Steven L. Rosenberg, President

Print Name and Title

Print Name and Title


Witness

Witness

Date

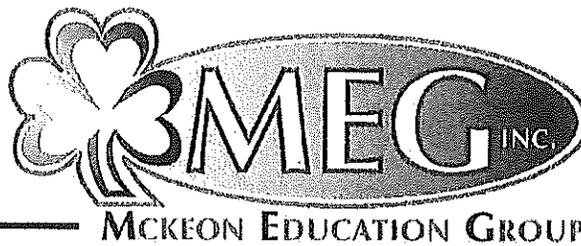
Date
6-29-2020

ATTACHMENT A

The schools and services to be served by psl for the 2020-2021 school year are listed below. Any errors, additions, or deletions should be noted either on the purchase order submitted or through an explanatory letter.

<u>School</u>	<u>Position</u>	<u>Hours per Wk</u>	<u>Days per Wk</u>	<u>Wks per Yr</u>	<u>Total Hours</u>	<u>Total Days</u>	<u>Annual Cost</u>
Ss. Joseph and John Interparochial	SHA Aide	30		36	1080		\$19,558.80
Ss. Joseph and John Interparochial	RN				63		\$2,589.30
Ss. Joseph and John Interparochial	Speech/Language Pathologist	17.5		36	630		\$37,409.40
Ss. Joseph and John Interparochial	School Psychologist / Psychologist	35		36	1260		\$68,833.80
Ss. Joseph and John Interparochial	Intervention Specialist	21.25		36	765		\$41,118.75
Ss. Joseph and John Interparochial	Intervention Specialist	14		36	504		\$27,090.00
Total							\$196,600.05

Additional Services to be billed at hourly charge, approved by a District or School Designee.



Service Agreement

This agreement between *McKeon Education Group, Inc.*, hereinafter referred to as *MEG, Inc.* and *Strongsville City Schools* hereinafter referred to as the School/Agency Board, is made for the purpose of providing one part time Intervention Specialists to work with students enrolled at SS. Joseph & John Interparochial School who have been identified with disabilities under IDEA categories.

Witnesseth

MEG, Inc. agrees to provide one *Licensed Intervention Specialists* to work a total of 3.5 hours per day, 17.5 hours per week for a total of 174 days to be housed in the non public school during the 2020 – 2021 academic year, as per third party contract for the sum of \$35,000.00 (\$57.47 per hour). Duties and responsibilities of the professional staff include but are not limited to:

- a. *To abide by all Federal and State laws applicable to employment of Certified Intervention Specialists.*
- b. *To provide supervision by a licensed Intervention Specialist including but not limited to:*
 - *Supervision of the professionals assigned to SS Joseph & John School*
 - *Review of all reports submitted by Certified Intervention Specialists*
- c. *The professionals assigned to SS. Joseph & John School duties include but are not limited to:*
 - *Providing services in accordance to each student's Individual Services Plan.*
 - *Developing written reports for all students receiving services*
 - *Attending Intervention Assistance Team meetings with parents, students and other professionals*
 - *Utilizing effective written and verbal communication with school personnel parents and students*
 - *Establishing and maintaining comprehensive plans for all students that qualify for services*
 - *Develop educational programs for students receiving services*
 - *Maintain Time a Time and Effort Log to document minutes served under the auspices of Title 6.*

MEG, Inc.
Page #2

MEG, Inc. also certifies that the above services for which payment is requested will be rendered on specific dates and times as determined by the MEG, Inc. and the school district. MEG, Inc. will invoice the school district monthly beginning on October 1, 2020 and concluding on June 5, 2021. Payments for invoices are due on the 5th of the month following receipt invoices.

McKeon Education Group, Inc.

By: Ida May McKeon President 6.26.20
Signature & Title Date

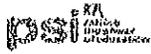
Address: 656 Continental Drive; Sagamore Hills, Ohio 44067

Tax Identification Number: 73-1672066

Strongsville City Schools

By: _____
Signature & Title Date

Address: 18199 Cook Avenue; Strongsville; Ohio 44136



SERVICE AGREEMENT

By and Between

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

THIS AGREEMENT. for services is entered into this 29th day of June, 2020 by and between the Strongsville City Schools, hereinafter referred to as "Client", and psi Affiliates, Inc./psi Associates, Inc., hereinafter collectively referred to as "psi," to perform services as specified to schools in the Strongsville City Schools specifically named in Attachment A to this Agreement and thereby becoming a part of this Agreement pursuant to relevant sections of the Ohio Revised Code. Additional Attachments to this Agreement may be Included herein and, if included, will become part of this Agreement.

I. Services

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

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

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 a one (1) year term starting in the 2020-2021 school year, continuing through the conclusion of the 2020-2021 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 \$5,552.03

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 A, 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. Client agrees to follow all appropriate rules and regulations to ensure PSI staff have a clean and hygienic working environment with appropriate protections related to the COVID pandemic.

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:

psi
Colleen Lorber,
Chief Operating Officer
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.

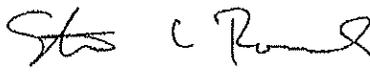
XXIII. Captions. Headings and titles of Articles, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized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



Client Designee

psi Designee

Steven L. Rosenberg, President

Print Name and Title

Print Name and Title



Witness

Witness

6-29-2020

Date

Date

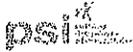
ATTACHMENT A

The schools and services to be served by psi for the 2020-2021 school year are listed below, Any errors, additions, or deletions should be noted either on the purchase order submitted or through an explanatory letter.

<u>School</u>	<u>Position</u>	<u>Hours per Wk</u>	<u>Days per Wk</u>	<u>Wks per Yr</u>	<u>Total Hours</u>	<u>Total Days</u>	<u>Annual Cost</u>
Ss. Joseph and John Interparochial	VIB Speech	2.5		36	93.5		\$5,552.03
SLP Services not to exceed \$5,552.33							

Total \$5,552.03

Additional Services to be billed at hourly charge, approved by a District or School Designee.



SERVICE AGREEMENT

By and Between

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

Revised

THIS AGREEMENT for services is entered into this 17th day of June, 2020 by and between the Strongsville City Schools, hereinafter referred to as "Client", and psi Affiliates, Inc./psi Associates, Inc., hereinafter collectively referred to as "psi," to perform services as specified to schools in the Strongsville City Schools specifically named in Attachment A to this Agreement and thereby becoming a part of this Agreement pursuant to relevant sections of the Ohio Revised Code. Additional Attachments to this Agreement may be included herein and, if included, will become part of this Agreement.

I. Services

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

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

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 a one (1) year term starting in the 2020-2021 school year, continuing through the conclusion of the 2020-2021 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 \$65,482.20

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 A, 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. Client agrees to follow all appropriate rules and regulations to ensure PSI staff have a clean and hygienic working environment with appropriate protections related to the COVID pandemic.

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:

psi
Colleen Lorber,
Chief Operating Officer
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.

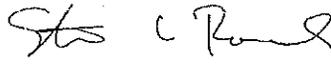
XXIII. Captions. Headings and titles of Articles, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized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



Client Designee

psi Designee

Steven L. Rosenberg, President

Print Name and Title

Print Name and Title



Witness

Witness

6/17/2020

Date

Date

ATTACHMENT A

The schools and services to be served by psi for the 2020-2021 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>
District Wide	Social Worker	35	5	36	1260		\$65,482.20
Total							\$65,482.20

Additional Services to be billed at hourly charge, approved by a District or School Designee.



PSI Affiliates, Inc./PSI Associates, Inc.
Attachment B
SOCIAL WORKER/COUNSELOR RESPONSIBILITIES

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

1. Establish a productive, educational connection with our students and a professional relationship with school and district officials. Establish and maintain a professional relationship with students' parents.
2. Provide pre-referral consultation and intervention services delivered in accordance with state and federal guidelines.
3. Participate in Student Assistance Teams, whose purpose is to identify and meet children's academic and emotional needs in the regular education program.
4. Develop a comprehensive counseling program that includes such large group programs as Bullying, Study Skills, and Making Good Choices.
5. Provide small group counseling/interventions for students to address emotional, social and academic concerns.
6. Provide skills training programs with students to foster more appropriate social and academic skills.
7. Provide individual counseling for at-risk students.
8. Consult with teachers and other staff members regarding students' achievement, behavioral, organizational and personal concerns.
9. Plan and develop training needs and staff development.
10. Liaison with community mental health agencies.
11. Provide parents with community support options.
12. Prepare, complete, and disseminate forms required in the course of service delivery (e.g., parental consent, records release, etc.) by PSI school officials, and local school authorities.
13. Attend periodic in-service and staff development programs offered by PSI, schools, and other agencies.
14. Provide ongoing consultation with administrative and professional supervisors, including participation in site visits, in accordance with policies of PSI.
15. Prepare and submit accountability data to PSI and school officials, including psychological reports, summaries of services, and periodic progress reports for students receiving services.
16. Adhere to appropriate professional codes of ethics.



Quote Detail

Customer: STRONGSVILLE BOARD OF
EDU
Customer ID: 449360
Quote ID: 19535629
Quote Sprayers 07.10.20
Description:
Quote Date: 7/10/2020

Shipped To:
18199 COOK RD
ATTN: BONNIE SCHAFFER STRONGSVILLE, OH
44136-5216

Subtotal	\$31,999.87
Tax	\$0.00
Shipping	\$0.00
Handling	\$0.00
Total	\$31,999.87

Item Number	Description	Unit Price	Qty.	Unit of Measure	Price
308643567	Clorox Total 360 Electrostatic Sprayer	\$3,499.99	8	Each	\$27,999.92
312823120	Professional Cordless Electrostatic Handheld Sprayer	\$799.99	5	Each	\$3,999.95
				Subtotal	\$31,999.87
				Tax	\$0.00
				Shipping	\$0.00
				Handling	\$0.00
				Total	\$31,999.87

Questions about this quote?

Contact our Customer Service representatives at 1-866-412-6726