

**STRONGSVILLE BOARD OF EDUCATION MEETING
JULY 10, 2017
REGULAR MEETING – WORK SESSION**

The Regular Meeting of the Strongsville Board of Education Work Session and any other items germane to the Board of Education was called to order at 7:00 p.m. on Thursday, July 10, 2017, at the **Administration Building, Meeting Room, 18199 Cook Avenue, Strongsville, Ohio**, by Vice-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: Colonel Evans, Mr. Grozan, Mrs. Ludwig, and Mr. Micko. Mr. Naso was not in attendance.

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

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

PLEDGE OF ALLEGIANCE

DISTRICT GOALS

Mr. Micko re-stated the District's three goals, Student Achievement and Growth, Financial Prudence, and Community Engagement.

RECOGNITION

A. STRONGSVILLE HIGH SCHOOL ATHLETICS – OHSAA DIVISION I BASEBALL TEAM STATE RUNNER-UP

Presenter: Mr. Andy Jalwan, Athletic Director, Strongsville High School

▪ ***Mr. Douglas Cicerchi, Head Coach***

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|--------------------------------|-----------------------------------|
| □ <i>Jaret Beechy</i> | □ <i>Giovanni Lombardo</i> |
| □ <i>Matthew Brosky</i> | □ <i>Joseph Meserini</i> |
| □ <i>Kyler Damm</i> | □ <i>Mitchell Midea</i> |
| □ <i>Trevor Denning</i> | □ <i>Austin Mucurio</i> |
| □ <i>John Duplain</i> | □ <i>Louis Rahm</i> |
| □ <i>Jack Frank</i> | □ <i>Parker Shannon</i> |
| □ <i>Alex Gray</i> | □ <i>John Spragg</i> |
| □ <i>William Hahn</i> | □ <i>Joseph Stewart</i> |
| □ <i>Joseph Huff</i> | □ <i>Noah Trizzino</i> |
| □ <i>Zachary Kasian</i> | □ <i>Nathan Uhas</i> |
| □ <i>Jestin Kramer</i> | □ <i>Joseph Venter</i> |
| □ <i>Justin Lewis</i> | |

PUBLIC COMMENT

No public comment.

TREASURER'S REPORT

A. Direct Tax Payment Settlement Agreement

17-07-01 Moved by Mr. Grozan that the Direct Tax Payment Settlement Agreement between the Great Escape Plaza 15, LLC ("the Property Owner") and the Strongsville City School District Board of Education (the "Board of Education") be approved.

Be it further resolved that the Tax Year 2015 and 2016 Direct Payments shall be made on or before July 24, 2017. The property owner shall pay a direct payment to the Board of Education in the amount of \$246,840.00.

Be it further resolved that the Tax Year 2017 Direct Payment shall be made on or before January 31, 2018. The property owner shall pay a direct payment to the Board of Education in the amount of \$123,420.00.

The motion was seconded by Col. Evans and approved on a roll call vote as follows:

Mr. Grozan, yes; Col. Evans, yes;
Mrs. Ludwig, yes; Mr. Micko, yes.
Motion carried 4-0

(Exhibit A)

SUPERINTENDENT'S REPORT

A. TIMELY INFORMATION

Mr. Ryba shared an update on the State budget which was approved by the Governor. "HB 49 was approved by the Ohio House and Senate on June 28. On June 30, Governor Kasich vetoed the Senate's proposal to extend the TPP phase out over the two year period." Strongsville City Schools will lose all its TPP funding next year which, accumulative over the two year budget, is \$6.2 million. Combined with a loss of over \$200,000 from Core Aid, the District is looking at a total loss of over \$6.449 million. This equates to an 8 mil levy to stay even. The District will continue to look at ways to be financially prudent.

1. Discussion Item – Strong Schools 2020 Year-End Review

Mr. Ryba shared a final review of the Strong Schools 2020 Plan action steps attained for FY17. Mr. Ryba spoke on Academic Achievement and Growth and shared benchmark data.

Mr. Foust spoke on Community Engagement and the creation of a Community Advisory Council. Community members interested in sharing input can contact Mr. Foust via e-mail at dfoust@scsmustangs.org.

Also regarding Community Engagement, the District has made a concerted effort to implement and expand volunteer opportunities for parents to help support their students during the school day. Mr. Ryba shared the procedures and protocols developed for volunteerism in all the District's school buildings.

Mr. Ryba reviewed preliminary results to the action steps attained in FY17. He will share a more comprehensive review with the Board at the retreat in August.

***2. Administrative Handbook Revision**

Resolution 17-07-02

Be it resolved upon the recommendation of the Superintendent that the Administrative Handbook, adopted for the period of August 1, 2016 – July 31, 2019 be revised and that the Board of Education approves the updated version.

SUPERINTENDENT'S REPORT (continued)

B. BUSINESS SERVICES

***1. Schedule of Rental Fees for Direct and Indirect Costs**

Resolution 17-07-03

Be it resolved upon the recommendation of the Superintendent that the Schedule of Rental Fees for Direct and Indirect Costs be approved as it appears in the exhibit.

(Exhibit B)

Discussion was had regarding changing the rental rate for OHSAA tournaments to a flat rate of \$500.00.

***2. Gifts**

Resolution 17-07-04

Carol Jankura donated miscellaneous preschool toys and books, valued at approximately \$150.00, to the Strongsville Early Learning Preschool.

VFW Post 3345 donated a new American flag to the Strongsville Middle School.

C. CURRICULUM

***1. Overnight Trip – Strongsville High School Girls' Tennis Team**

Resolution 17-07-05

Be it resolved upon the recommendation of the Superintendent that permission be granted to members of the Strongsville High School Girls' Tennis Team to travel to Mason, Ohio for competitive match play and to attend a professional tennis tournament, August 11-13, 2017. Expenses associated with the trip will be paid by participating students.

D. STUDENT SERVICES

***1. Education Alternatives Service Agreement (001-General Fund)(463-Alternative Challenge Grant)**

Resolution 17-07-06

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into a tuition/excess cost agreement with Education Alternatives for placement of students with disabilities, for the 2017-2018 school year.

(Exhibit C)

***2. STEPS Academy (001-General Fund)**

Resolution 17-07-07

Be it resolved upon the recommendation of the Superintendent that the Strongsville Board of Education enters into an agreement with STEPS Academy in the amount of \$70,000.00 for placement of a student with disabilities, for the 2017-2018 school year.

(Exhibit D)

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES

***1. Reductions in Force – Administrative (001-General Fund)**

Resolution 17-07-08

Be it resolved upon the recommendation of the Superintendent that the following administrative positions be abolished:

Assistant Principal – High School (2 positions)

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

Resolution 17-07-09

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

Laura Bucy, Family Consumer Science Teacher assigned to Strongsville Middle School. Effective June 29, 2017.

Resignation – Non-Certificated (001-General Fund)

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

Christine Spaulding, Special Education Aide/Attendant assigned to Strongsville Early Learning Preschool. Effective June 22, 2017.

Resignation – Certificated Supplemental – Paid Upon Completion (001-General Fund)

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

Mark Hertel, Assistant Football Coach, Middle School. Effective June 30, 2017.

***3. Appointments – Certificated (001-General Fund)**

Resolution 17-07-10

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

Erin Barbour, Art Teacher, 184 day contract, salary to be BA/0 at \$39,916.00 per year. Effective August 21, 2017. Replacement for Jacqueline Sigan.

Katherine Glueck, English Language Arts Teacher, 184 day contract, salary to be BA/0 at \$39,916.00 per year. Effective August 21, 2017. Replacement for Patricia Thompson.

Mary Kay Pienta, Intervention Specialist – Moderate/Intensive, 184 day contract, salary to be BA/0 at \$39,916.00 per year. Effective August 21, 2017. This is a new position.

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

***3. Appointment – Non-Certificated Substitute (001-General Fund)**

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be hired as a substitute for the 2016-2017 and 2017-2018 school years. Effective June 15, 2017. Salary per the substitute salary schedule.

Karley Mattson

Custodian

Appointments – Certificated Supplemental Contracts – Paid Upon Completion (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired effective for the 2017-2018 school year based upon receipt of clear FBI/BCI background check, NFHS, Concussion Certificate, CPR, and Pupil Activity Permit. Be it further resolved that these limited contracts be non-renewed for the 2018-2019 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 upon completion.

Bryan Bent

Assistant Football Coach, SHS

John Young

Assistant Football Coach, SMS

Appointment – Certificated Supplemental Contract – Prorated (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired for the 2017-2018 school year. Be it further resolved that this limited contract be non-renewed for the 2018-2019 school year and, 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.

Alana Bendetta

World Languages Department Chairperson, SHS

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

Resolution 17-07-11

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

Lisa Durica, from Monitor, 2 hours per day, 189 days per year to Special Education Aide/Attendant, 6 hours per day, 189 days per year, salary to be Step D at \$17.25 per hour. Effective August 22, 2017. Replacement for Wendy Hartman.

Denise Ensign, from Monitor, 189 days per year to Special Education Aide/Attendant, 154 days per year, salary to be Step D at \$17.25 per hour. No change to hours per day. Effective August 22, 2017. This is a new position.

Robin Gilliam, Monitor from 4 hours per day to 3 hours per day. No change to days per year or hourly rate. Effective August 22, 2017. Replacement for Bhuvaneswari Sridharan.

Jennifer Orlosky, from Monitor, 3 hours per day, 189 days per year to High School Secretary, 7.5 hours per day, 260 days per year, salary to be Step A at \$18.38 per hour. Effective July 1, 2017. Replacement for Mary Marconi.

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

***5. Change in Title – Administrative (001-General Fund)**

Resolution 17-07-12

Be it resolved upon the recommendation of the Superintendent that the following administrative change in title be approved:

Brian Tumino, from Assistant Principal – High School to Associate Principal – High School, salary to be PL 3 at \$91,350.00 with an educational incentive of \$4,750.00 per year. Effective August 1, 2017 through July 31, 2018. This is a new position.

***6. Change in Full-Time Equivalent – Certificated (001-General Fund)**

Resolution 17-07-13

Be it resolved upon the recommendation of the Superintendent that the following certificated change in full-time equivalent (FTE) be approved:

Kimberly Sweigart	From .8 FTE to 1 FTE
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***7. Stipends – Extended School Year 2017 (516- IDEA Title VI-B)**

Resolution 17-07-14

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired for the extended school year program. Effective June 12, 2017.

<u>Certificated</u>	<u>Paid at \$31.46 per hour</u>
Crystal Tackaberry	School Nurse
<u>Non-Certificated</u>	<u>Paid at employee's regular rate of pay</u>
Susan Beres	Bus Driver
Margaret Burke	Bus Aide
Theresa DiSanto	Bus Aide
Paula Williams	Bus Driver
	<u>Paid at Step A at \$16.06</u>
Cathy Thomas	Substitute Special Education Aide/Attendant

Stipend – Non-Certificated – Additional Duties (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be paid a stipend of \$1.35 per hour for performance of additional duties in the temporary position of Maintenance Foreman. Effective June 12, 2017 until the return of an employee on leave.

Keith Simak

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

*7. Stipends – Non-Certificated – Auditorium Stage and Lighting Crew (001-General Fund)
(014-Internal Service Rotary Fund)

Be it resolved upon the recommendation of the Superintendent that a stipend be paid to the following personnel for serving as Auditorium Stage and Lighting Crew for the 2017-2018 school year. Stipend to be paid at the rate of \$25.00 per hour by timesheet.

Andrew Bidwell
Raymond Chipgus

*8. Continuing Contract Recommendation – Non-Certificated

Resolution 17-07-15

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be granted a continuing contract:

Michael Rabatin June 23, 2017

*9. Medical Leave – Certificated

Resolution 17-07-16

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

Cheryl Rusch (FMLA) August 21, 2017 to November 15, 2017

Medical Leaves – Non-Certificated

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

Charlene Daugherty (FMLA)	June 15, 2017 Intermittent
Mollie Harrington (FMLA)	June 23, 2017 to September 18, 2017
Tamara Rakytiak (Medical)	July 1, 2017 to July 23, 2017
Robert Schwerman (FMLA)	June 6, 2017 to August 1, 2017

*10. Service Agreement – Partners for Success and Innovation Affiliates and Associates (PSI), Inc.
(401-Auxiliary Services) (516- IDEA Title VI-B)

Resolution 17-07-17

Be it resolved upon the recommendation of the Superintendent that the Board of Education enters into an agreement with Partners for Success and Innovation Affiliates and Associates (PSI), Inc., to provide remedial, enrichment, 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 under Auxiliary Services is \$181,299.60 (Health Aide \$18,079.20; Registered Nurse \$2,394.00; Speech Language Pathologist \$34,587.00; School Psychologist \$63,630.00; Remedial Teacher \$62,609.40). The cost for direct therapy to school age students under IDEA Title VI-B funding is \$6,917.40 (Speech Language Pathologist \$6,917.40).

Total contract cost is \$188,217.00.

(Exhibit E)

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

***11. Memorandum of Understanding**

Resolution 17-07-18

Be it resolved upon the recommendation of the Superintendent that the Memorandum of Understanding between the Strongsville Board of Education and the Ohio Association of Public School Employees Local 028, as stated in the exhibit, be accepted.

(Exhibit F)

F. TECHNOLOGY

No items to report.

The MakerSpace opportunity for grades 3 – 5 will be in August.

CONSENT CALENDAR

17-07-19 Moved by Col. Evans to approve the Consent Calendar with the removal of Jimmy Avery from Item 8E7. Mr. Avery resigned from the position, seconded by Mrs. Ludwig and approved on a roll call vote as follows:

Col. Evans, yes; Mrs. Ludwig, yes;
Mr. Grozan, yes; Mr. Micko, yes.
Motion carried 4-0

BOARD BYLAWS AND POLICIES

A. Second Reading

Revised Bylaw 0157 – Appointment to Joint Vocational School District Board
Revised Policy 2430 – District-Sponsored Clubs and Activities
Revised Policy 2430.02–Participation of Community/STEM School Students in Extra-Curricular Activities
Revised Policy 2431 – Interscholastic Athletics
Revised Policy 2461 – Recording of District Meetings Involving Students and/or Parents
Revised Policy 2623 – Student Assessment and Academic Intervention Services
Revised Policy 3120.08 – Employment of Personnel for Co-Curricular/Extra-Curricular Activities
Revised Policy 3217 – Weapons (Professional Staff)
Revised Policy 4217 – Weapons (Classified Staff)
Revised Policy 5111 – Eligibility of Resident/Nonresident Students
Replacement Policy 5111.01 – Homeless Students
Revised Policy 5200 – Attendance
Revised Policy 5460 – Graduation Requirements
Revised Policy 5610 – Removal, Suspension, Expulsion, and Permanent Exclusion of Students
Revised Policy 5630.01 – Positive Behavior Intervention and Supports and Limited Use of Restraint and Seclusion
Revised Policy 6320 – Purchases
Revised Policy 6325 – Procurement – Federal Grants/Funds
Revised Policy 6423 – Use of Credit Cards
Revised Policy 7217 – Weapons
Revised Policy 8210 – School Calendar

BOARD BYLAWS AND POLICIES (continued)

A. Second Reading (continued)

Revised Policy 8310 – Public Records

Revised Policy 8320 – Personnel Files

Revised Policy 8330 – Student Records

Revised Policy 8452 – Automated External Defibrillators (AED)

Revised Policy 8500 – Food Services

Revised Policy 8510 – Wellness

Revised Policy 9270 Equivalent Education Outside the Schools & Participation in Extra-Curricular for Students not Enrolled in the District

BOARD OF EDUCATION / OTHER

A. Discussion Item – Open Enrollment Policy

Policy 5111 – Eligibility of Resident/Nonresident Students is one of the policies up for review. Mr. Ryba reviewed three open enrollment opportunities shared by Vicki Turner at a previous meeting. One opportunity is the ability of a school district to allow the children of staff members that may not live in the city to attend tuition free. Should the Board wish to consider adding that stipulation to this policy, this would be an opportunity to do so prior to the third reading. Mr. Ryba shared details on funding and procedure options then opened it to the Board for discussion. In turn, each Board Member commented.

The Board would like more information. Mr. Ryba will recommend a specific plan and share it with the Board.

Mr. Grozan commented on the new Albert Einstein Charter School moving into the Drake property.

The Sales Tax Holiday will be August 4 – 6, 2017.

MEETING NOTIFICATIONS

A Regular Board of Education Meeting – Work Session will be held Thursday, August 3, 2017, 7:00 p.m. in the Meeting Room of the Administration Building, 18199 Cook Avenue, Strongsville, Ohio.

A Special Board of Education Meeting – Retreat will be held Monday, August 7, 2017, 6:30 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 17, 2017, 7:00 p.m. in the Meeting Room of the Administration Building, 18199 Cook Avenue, Strongsville, Ohio.

EXECUTIVE SESSION

17-07-20 Moved by Col. Evans to enter into Executive Session to consider the compensation of a public employee or official, and to review negotiations or bargaining sessions with public employees, seconded by Mrs. Ludwig and approved on a roll call vote as follows:

Col. Evans, yes; Mrs. Ludwig, yes;

Mr. Grozan, yes; Mr. Micko, yes.

Motion carried 4-0

Entered into Executive Session at 8:15 p.m.

Resumed public session at 8:38 p.m.

ADJOURNMENT

17-07-21 Moved by Mr. Grozan to adjourn the Strongsville Board of Education Regular Session, seconded by Col. Evans and approved on a roll call vote as follows:

Mr. Grozan, yes; Col. Evans, yes;
Mrs. Ludwig, yes; Mr. Micko, yes.
Motion carried 4-0

Meeting adjourned at 8:39 p.m.

Richard O. Micko, Vice-President

Carl W. Naso, President

George K. Anagnostou, Treasurer

DIRECT TAX PAYMENT SETTLEMENT AGREEMENT

This Direct Tax Payment Settlement Agreement is entered into as of this ____ day of June, 2017 (the "Effective Date"), by and between Great Escape Plaza 15, LLC (the "Property Owner") and the Strongsville City School District Board of Education (the "Board of Education").

WHEREAS, on March 30, 2016, the Board of Education filed a complaint against valuation for tax year 2015 (the "TY 2015 Complaint") with the Cuyahoga County Board of Revision (the "BOR") (BOR Case No. 396-14-011-2015) requesting an increase in true value upon that certain real property owned by the Property Owner generally located at 17260 Royalton Road, Strongsville, Ohio and identified as Auditor's Parcel No. 396-14-011 (the "Subject Property") to the price paid by the Property Owner of \$13,282,000 when purchasing the Subject Property on or about December 23, 2015 (the "Sale Price").

WHEREAS, the Board of Education filed an Appeal of the Cuyahoga County Board of Revision decision entered November 4, 2016 with the Ohio Board of Tax Appeals (BTA) which is known BTA Case Number 2016-2475 which is currently pending; and

WHEREAS, the parties have mutually agreed to resolve the pending BTA case upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein, the parties agree as follows:

1. Direct Payments from Property Owner to Board of Education. The Property Owner agrees to make the following direct payments to the Board of Education:

a. Tax Year 2015 and 2016 Direct Payment. On or before July 24, 2017, the Property Owner shall pay a direct payment to the Board of Education in the amount of Two Hundred Forty Six Thousand Eight Hundred Forty Dollars (\$246,840.00) (the "TY 2015 and TY 2016 TY Direct Real Estate Property Tax Payment"). Said payment will be deemed untimely if not received within five (5) days of July 24, 2017.

b. Tax Year 2017 Direct Payment. On or before January 31, 2018, the Property Owner shall pay a direct payment to the Board of Education in the amount of One Hundred Twenty Three Thousand Four Hundred Twenty Dollars (\$123,420.00) (the "TY 2017 Direct Real Estate Property Tax Payment").

c. Method of Payment for the TY 2015 Direct Payment and the TY 2016 Direct Payment. The TY 2015 Direct Real Estate Property Tax Payment and TY 2016 Direct Real Estate Property Tax Payment shall be made in the form of either a wire transfer (wire instructions will be provided by the Board of Education's counsel upon request with a wire fee included), certified check, cashier's check or money order made payable to the Strongsville City School District Board of Education and delivered to counsel for the Board of

Education at the following address: Elizabeth Grooms Taylor, Esq. Hoover Kacyon, LLC 527 Portage Trail Cuyahoga Falls, Ohio 44221. Said payment shall be made on or before July 24, 2017 and will be deemed not timely made if not received within five (days) of said date.

2. Withdrawal of the TY 2015 Appeal. Following the Board of Education's receipt of the TY 2015/TY 2016 Direct Real Estate Tax Payment, the Board of Education shall file, or cause to be filed, a letter with the BTA withdrawing or dismissing the TY 2015 Appeal (the "Withdrawal or Dismissal Letter"). The Board of Education shall promptly forward counsel for the Property Owner a copy of such Withdrawal or Dismissal Letter.

3. Filing of TY 2017 Complaint by the Board of Education and Stipulation by the Property Owner. The Property Owner acknowledges and agrees that if the TY 2017 Direct Real Estate Property Tax Payment for 2017 is not timely made (timely being within five days of January 31, 2018) by the Property Owner as provided in Section 1(b) herein, the Board of Education shall file a complaint against valuation of the Subject Property for tax year 2017 (the "TY 2017 Complaint") requesting an increase in the Subject Property's true value to the Sale Price. The Property Owner shall stipulate to the Sale Price as the Subject Property's true value for tax year 2017, by and through a Stipulation of Value (the "TY 2017 Stipulation of Value") with the Board of Education filed with the BOR. The Property Owner further explicitly acknowledges and agrees that upon its breach of Section 1(b) herein and the filing of such TY 2017 Complaint by the Board of Education as provided in this Section 3, the Property Owner is prohibited from challenging the jurisdiction of the BOR over the TY 2017 complaint, pursuant to R.C. 5715.19 or otherwise. If the BOR fails to adopt the TY 2017 Stipulation of Value, the Property Owner shall appeal such decision to the Ohio Board of Tax Appeals (the "BTA") and shall stipulate to the Sale Price at the BTA, by and through the TY 2017 Stipulation of Value.

4. Subsequent Changes in Value and Refund of the TY 2015 Direct Payment and/or TY 2016 and TY 2017 Direct Payment. If, subsequent to the Property Owner's payment of the TY 2015 Direct Real Estate Property Tax Payment and the TY 2016 Direct Real Estate Property Tax Payment and the TY 2017 Direct Real Estate Property Tax Payment, the Cuyahoga County Auditor, through the issuance of a clerical error or otherwise, changes the true value of the Subject Property above the true value of \$5,508,000 for tax year 2015, or above the true value originally certified on the tax list and duplicate for tax year 2016 upon which the TY 2016 Direct Real Estate Property Tax Payment was based or the value certified on the tax list and duplicate for tax year 2017 upon which the TY 2017 Direct Real Estate Property Tax Payment was based, counsel for the Property Owner shall notify counsel for the Board of Education, in writing, within ten (10) calendar days of receiving notice of such change. Within thirty (30) days following the Board of Education's receipt of notice of such subsequently changed value, the Board of Education shall refund to the Property Owner a portion of the TY 2015/TY 2016 Direct Payment and/or the TY 2017 Direct Payment that will be received by the Board of Education through the normal real estate tax collection process by the Cuyahoga County Treasurer, up to but not exceeding the entire amount of the TY 2015/TY 2016 Direct Real Estate Property Tax Payment and/or the TY 2017 Direct Real Estate Property Tax Payment, calculated as follows: the subsequently changed true value of the Subject Property for tax year 2015 or 2016 less the true value of \$5,508,000 for tax year 2015, or the original true value certified on the tax list and

duplicate for tax year 2016 or 2017 , multiplied by thirty-five percent (35%), multiplied by the Board of Education's certified effective millage rate for tax year 2016 or tax year 2017.

5. Full Settlement of All Claims. The Property Owner and the Board of Education hereby acknowledge and agree that the TY 2015/TY 2016 Direct Real Estate Property Tax Payment and the TY 2017 Direct Real Estate Property Tax Payment from the Property Owner to the Board of Education are deemed full compensation for, and in settlement of, the Board of Education's right to receive additional tax revenue arising from the TY 2015 Complaint for tax year 2015, 2016 and tax year 2017.

6. General Provisions.

a. In the event any provision or term of this Agreement is found to be void or unenforceable to any extent and for any reason, it is the agreed upon intent of the parties hereto that all remaining provisions or terms of this Agreement shall remain in full force and effect to the maximum extent permitted and that this Agreement shall be enforceable as if such void or unenforceable provision or term had never been a part hereof.

b. This Agreement sets forth the entire Agreement between the parties and fully supersedes any and all other prior agreements or understandings between the parties pertaining to the subject matter hereof. No provision of this Agreement may be modified, waived, or discharged unless the waiver, modification, or discharge is agreed to in writing and signed by the parties. No agreements, or representations, oral or otherwise, express or implied, with respect to the subject matter hereof, have been made by either party that are not set forth expressly in this Agreement.

c. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio, and the parties consent to the jurisdiction of a court of competent jurisdiction in the event this Agreement is breached.

d. The parties represent that the persons signing the Agreement on behalf of the Property Owner and the Board of Education do so with the authority to bind the Property Owner and the Board of Education, respectively, to all the terms of the Agreement, and that all necessary action has been taken by both parties to empower the Property Owner and the Board of Education, through their authorized representatives, to execute and deliver the Agreement and all other documents required to implement same. The Agreement shall be binding upon the Property Owner and the Board of Education and their successors and assigns.

13. This Agreement may be executed in counterparts, each of which when so executed shall be an original; but all such counterparts shall together constitute one and the same instrument.

14. The parties agree that this Agreement, or counterparts as provided herein, may executed and transmitted via facsimile and shall, when so executed and transmitted, be valid as though an original.

The Property Owner:

GREAT ESCAPE PLAZA 15, LLC:

By: ACF Property Management Inc., its Manager

Signature: 

Name: Cathy Reynolds

Title: VICE PRESIDENT

Date Signed: 6-27-17

The Board of Education:

STRONGSVILLE CITY SCHOOL DISTRICT BOARD OF EDUCATION

Signature: _____

Name: _____

Title: _____

Date Signed: _____

Strongsville City Schools

ADMINISTRATIVE OFFICES

Cameron M. Ryba, Superintendent
cryba@scsmustangs.org

George K. Anagnostou, Treasurer
ganagnostou@scsmustangs.org



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Phone 440.572.7000 ♦ Fax 440.238.7242

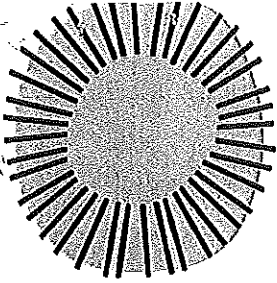
www.strongnet.org

SCHEDULE OF RENTAL FEES FOR DIRECT AND INDIRECT COSTS

School Premises	Fees
Classrooms/Media Center	\$15/hour
Gymnasiums (Middle School/High School)	\$75/hour
Kitchen	\$20/hour
Cafeteria/Lunchroom (High School)	\$40/hour
Cafeteria/Lunchroom (Middle School)	\$40/hour
Multipurpose Room/Lunchroom (Elementary School)	\$20/hour
Auditorium (High School/Middle School)	\$50/hour
Computer Lab	\$35/hour
Athletic Fields (Middle School)	\$150/hour
*Athletic Fields (High School)	\$150/hour \$300/hour w/lights
*Full Use of Pat Catan Stadium (i.e. locker rooms, press box, restrooms, scoreboard)	\$2,000 (6 hour max, additional time at hourly rate)
Auxiliary Gymnasiums (High School/Middle School)	\$50/hour
Little Theater (High School)	\$35/hour
Locker Room/Shower (High School/Middle School)	\$10/hour

* OHSAA Soccer contests held in Pat Catan Stadium shall be charged a flat fee of \$500.

Personnel	Fees
Planetarium Director	\$35/hour (outside of school hours)
Stage Supervisor, Sound Technician, or Lighting Operator	\$35/hour
Custodians	Current rate
Cooks	Current rate



EA education
alternatives

SERVICE AGREEMENT

This SERVICE AGREEMENT (the "Agreement") is entered into on _____ 2017, between **Strongsville City School District** (the "District"), an Ohio Public School, chartered under Chapter 3311 of the Ohio Revised Code, and **Education Alternatives ("EA")**, an Ohio nonprofit corporation, with offices at 7777 Exchange Street, Suite 4 Valley View, Ohio 44125 (the "Parties").

BACKGROUND

WHEREAS, the District must provide a free and appropriate education ("FAPE") for its students, in accordance with state and federal laws,.

WHEREAS, EA is an accredited service provider equipped to educate students with varying educational, emotional and physical needs and meet the students' FAPE requirements;

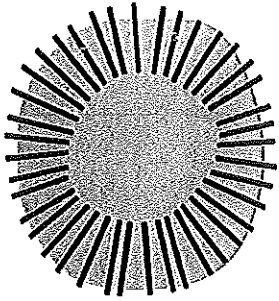
WHEREAS, this Agreement permits the District to place individual students in designated EA programs, on an as needed basis during the 2017-2018 school year;

The Parties agree as follows:

1. EA Programming.

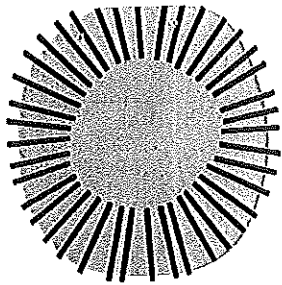
A. The District has the choice of four programs, depending upon the individual student's needs and the student's Individual Education Placement ("IEP") team determination.

- i. Day Treatment Program. EA's Day Treatment program is a non-residential program where students are provided intense mental health services in conjunction with the student's educational programming. EA's program features a 1:6 staff to student ratio, an emphasis on social skills development and behavior management. This program is best suited for students on an IEP, whose behavior issues prevent him or her from learning in a traditional education environment.
- ii. ECHO Program. EA's "ECHO" program is a flexible computer and individual tutoring based learning model for students at risk of dropping out of school, in need of credit recovery, or wanting a non-traditional learning environment. ECHO primarily serves students in grades 9-12, but can accommodate middle school students. ECHO's classrooms are staffed by licensed intervention specialists, to assist the student when necessary. The ECHO program is not suitable for students who demonstrate significant emotional disturbance.
- iii. Coral Autism Program. EA's "Coral Autism Program" is a program for students with an autism designation who may also have behavioral difficulties, but cannot function in a day-treatment classroom. The Coral program has a 1:3 staff-to-student ratio and the environment is tailored to the students' particular needs.
- iv. VisionQuest. EA's "VisionQuest" program is for 18-22 year-olds with moderate disabilities, who require assistance in community involvement, employment and independent living skills.



EA education
alternatives

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2. **Related Services.** The District is responsible for ensuring its students are provided related services designated by the student's IEP, including speech pathology, occupational therapy, and physical therapy services. EA will assist the District in providing these services, by permitting District personnel, and/or District independent contractors, to provide these services at EA facilities. The District shall be solely responsible for contacting and contracting with the licensed professionals who will provide these services to the Districts' students.
3. **Term.** The term of this Agreement shall begin July 1st, 2017 and will automatically expire June 30th, 2018.
4. **Rates and Billing.**
- A. The District shall pay EA the per diem rate, shown in Schedule A attached to this Agreement, for each student enrolled by the District, not to exceed 182 educational school days. The educational school year includes all: teacher in-services, calamity days, truancy days in accordance with Section 5(B), absenteeism, local and national catastrophes and parent teacher conferences, which may occur during the Term of this Agreement.
 - B. The District shall pay EA the cost of providing the enrolled *Day Treatment* student's mental health services, if the student does not qualify for Ohio Medicaid behavioral health services. The per diem rates for such services are shown in Schedule A. If the student does qualify for Ohio Medicaid, then EA will bill the District for the lesser amount shown in Schedule A.
 - C. Students are counted on the District's Average Daily Membership ("ADM") for federal, state and local funding purposes.
5. **Termination Of A Student's Placement.**
- A. District's Obligations Cease. In the event that the District is no longer legally or financially obligated to provide educational services to a particular student, or if the student is discharged from EA for any reason, the parties' respective obligations under this Agreement for that particular student shall terminate.
 - B. Non-Attendance. EA will suspend billing if a student exceeds ten (10) consecutive absences.
 - C. FAPE. If the IEP team, in accordance with federal and state law, determines that a particular student is not benefiting from the EA's programming and services, the parties will terminate the student's placement at EA.
 - D. Student A Danger to Self or Others. In the event that a EA mental health professional identifies a student to be homicidal, or have a strong likelihood of inflicting bodily harm on himself/herself or others that is not likely to be mitigated by EA's therapeutic approach, then the Parties will provide a more appropriate educational placement or immediately terminate the student's placement at EA. A more appropriate placement may be in-home instruction provided by EA staff, as determined by the IEP team and the student's needs.
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EA education
alternatives

6. Education Records.

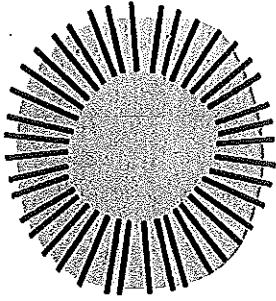
- A. EA and the District agree to exchange all educational records pertaining to students placed under this agreement, including but not limited to: multifactor evaluations, re-evaluations, individual education program documents, functional behavior assessments, behavior intervention plans, report cards, progress reports, transcripts, assessments, discipline records and any other educational records necessary for the Parties to fulfill their respective educational and legal obligations.
- B. The District shall have access to its assigned students' educational records, and may request such records at any time. EA shall provide such records within fourteen (14) calendar days of the request.
- C. Before placement at EA has begun, the District shall provide to EA documents or information regarding a student's violent or aggressive propensities.

7. Background Checks And Teacher Licenses.

- A. EA represents and warrants that it has obtained criminal background checks for all EA employees having direct or indirect access to students, in accordance with Ohio Revised Code Sections 3319.39 and 3319.392.
- B. EA represents and warrants that its teachers are special education teachers, holding current licenses in the state of Ohio.

- 8. **Insurance.** EA shall at all times during the Term, or any extension thereof, procure, maintain and keep in force general public liability insurance for claims for personal injury, death, or property damage, occurring in connection with EA, with limits of not less than Two Million Dollars (\$2,000,000.00) in respect to: death or injury of a single person or in respect to any one accident, and not less than One Million Dollars (\$1,000,000.00) per accident in respect to property damage.

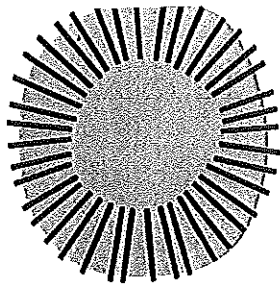
- 9. **Indemnification.** EA, for itself and its agents, contractors, directors, employees, officers, representatives, successors and assigns hereby agrees to defend, indemnify, and hold harmless the District and its administrators, agents, attorneys, consultants, contractors, directors, employees, officers, owners, representatives, successors, assigns, and insurers from and against all liability, claims, causes of action, lawsuits, administrative proceedings of every name or nature, damages, loss, cost or expense, including attorney fees and other litigation costs, arising out of or in connection with: i) a breach of this Agreement by EA; or ii) any third party claims made by students, parents, or guardians arising out of the Day Treatment Services or use of EA facilities as provided for under this Agreement. Notwithstanding anything contained herein to the contrary, EA is not obligated to defend, indemnify, or hold harmless the District against: i) any claim (whether direct or indirect) if such claim or corresponding losses arise out of or result from, in whole or in part, the District's breach of its obligations set forth in this Agreement; or ii) a breach of the District's obligations pursuant to 20 U.S. Code §§ 1411-1419, or corresponding state special education law.



EA education
alternatives

10. Miscellaneous.

- A. Merger. This Agreement contains the entire understanding of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contractors or communications concerning the matters contained herein.
- B. Assignment. EA shall not assign this Agreement without the written consent of the District.
- C. Notices. All notices or communications under this Agreement shall be in writing and delivered by US mail or email to a designated EA email address.
- D. Amendments. All amendments to this Agreement shall be in writing and executed by both Parties.
- E. Independent Contractor. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created by or between the Parties. Neither party has the power to bind the other, or incur obligations on the other party's behalf.
- F. Captions and Headings. The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this instrument.
- G. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- H. Binding Effect. This Agreement will extend to, benefit, and be binding upon the parties hereto and their respective heirs, beneficiaries, successors, and assigns.
- I. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original for all purposes and which together will constitute one and the same instrument. The parties agree that any duplicate of this Agreement, including electronic copies or photocopies, shall be deemed as sufficient evidence of the original Agreement.
- J. Choice of Law. This Agreement shall be governed and construed by the laws of the State of Ohio without regard to conflict of law principles.



EA education
alternatives

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year stated in the Preamble.

EDUCATION ALTERNATIVES

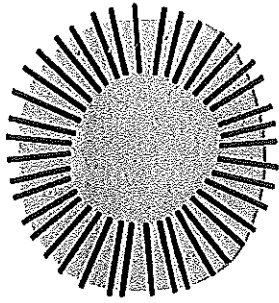
By: _____

Gerald Swartz, Executive Director

THE DISTRICT

By: _____

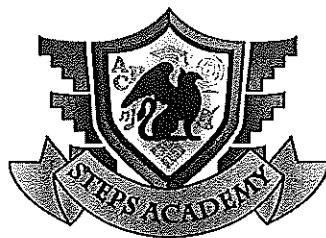
Name: _____



EA education
alternatives

Exhibit A
Education Alternatives Per Diem Rates 2017-2018

Day Treatment Program CARF-accredited educational and therapeutic program.	\$195 per day \$225 per day/Non-Medicaid
One-on-One Aide Individualized services available in accordance with the student's IEP.	\$152 per day
ECHO Program Computer-based dropout prevention program.	\$45/per half-day, <4 hours \$90/per full-day, >4 hours
VisionQuest Transitional job training program for young adults with Autism/DD at EA Ravenna.	\$145 per day
Coral Autism Program Specialized program for students on the autism spectrum.	\$205 per day



4040 Tamarack Dr.
Parma, OH 44134
Ph: 440-572-1337
Fax: 440-572-1887

Contract for Professional Services: STEPS and Strongsville City School District

STEPS Academy (STEPS) agrees to provide educational, intervention, OT, SLP services and behavioral support using intensive therapy applying principles of Applied Behavioral Analysis in accordance with his/her Individual Education Program (IEP). The program will be in effect for the 2017-2018 school year in accordance to the STEPS school calendar. The amount of services to be rendered under this contract is 32.5 hours per week. It is anticipated the Student will attend the STEPS Center Based program Monday-Friday (during days in which the program is in session) from 8:30am to 3:00 pm for the 2017-2018 school year, which includes the summer esy program.

The services to be provided under this contract include STEPS cooperation in the development of the Student's IEP, reevaluations, and attendance at meetings, which will be coordinated by the STEPS team and Strongsville City School District. STEPS will also provide to the Strongsville City School District quarterly progress reports in accordance with a mutually agreed upon schedule and will cooperate in scheduling observations or visitations with the Strongsville City School District as part of the districts ongoing obligations to insure the provision of Free and Appropriate Public Education (FAPE) to the student. STEPS further agrees to make staff available on a reasonable basis for staff training geared toward student's successful transition back into the Strongsville City School District

The total cost for services under this contract for school year 2017-2018 is \$70,000.00 (base tuition price) which will be paid in quarterly installments beginning August 2017-May 2018.

It is the intention of the parties to conduct themselves in accordance with the Individuals with Disabilities Education Improvement Act and related Ohio Revised Code Chapter 3323.

This contract may be terminated by either party by giving thirty (30) calendar days prior written notice. If terminated, tuition will be prorated and charged through the effective date of termination of the contract.

STEPS represent the person(s) providing the services to the Student are properly licensed by the Ohio Department of Education through the Autism Scholarship Program/Grant and ODJFS licensing agency for other support services provided and all have successfully completed a criminal background check for all employees. STEPS, employs Licensed Intervention Specialists, Licensed General Education Teachers, Board Certified Behavioral Analysts, Speech and Language Pathologists, Occupational Therapists, and professionals in other related fields pertaining to the education of Special Education.

School District
Administrative Approval

STEPS Academy
Administrative Approval

Superintendent Date

Jennifer Might MA/BCBA Date

Treasurer Date



SERVICE AGREEMENT

By and Between

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

EXHIBIT E

Page 1 of 5

THIS AGREEMENT for services is entered into this 31st day of May, 2017 by and between the Strongsville City Schools, hereinafter referred to as "Client", and PSI Affiliates, Inc./PSI Associates, Inc., hereinafter collectively referred to as "PSI," to perform services as specified to schools in the Strongsville City Schools specifically named in Attachment A to this Agreement and thereby becoming a part of this Agreement pursuant to relevant sections of the Ohio Revised Code. Additional Attachments to this Agreement may be included herein and, if included, will become part of this Agreement.

I. Services

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

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

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

II. Initial Term. In accordance with this contract, PSI will provide Services to Client for a one (1) year term starting in the 2017-2018 school year, continuing through the conclusion of the 2017-2018 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

\$188,217.00

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.

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

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

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

XIV. Insurance. Client shall keep Client's buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion, similar casualties, or other cause including personal injury normally covered in standard broad form property insurance policies. Provider will maintain adequate security for damages within the self insured retention selected as determined by a reputable actuary.

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

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

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

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

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

To Client: PSI
 Colleen Lorber,
 Executive Director, Client Services
 2112 Case Parkway South #10
 Twinsburg, Ohio 44087-0468

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

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

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

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

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

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

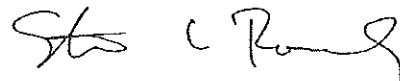
XXIV. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

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

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

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

Strongsville City Schools Designee



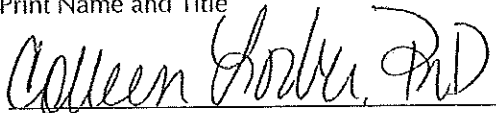
PSI Designee

Steven L. Rosenberg, President

Print Name and Title

Print Name and Title

Witness



Witness

Date

5-30-17

Date

ATTACHMENT A

The schools and services to be served by PSI for the 2017-2018 school year are listed below. Any errors, additions, or deletions should be noted either on the purchase order submitted or through an explanatory letter.

[illegible]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Agreement") is entered into this 10th day of July 2017, by and among the Ohio Association of Public School Employees ("OAPSE") Locals #028 (the "Association" or the "Union"), by and through its duly-authorized Labor Relations Consultant Lloyd Rains, and the Board of Education of the Strongsville City School District (the "Board"), through its duly-authorized Superintendent or designee, (collectively the "parties").

WHEREAS, the Board and the Union are parties to a collective bargaining agreement ("CBA") and;

WHEREAS, the Union has filed a grievance initiated as a Class Action on July 2015, which resulted in an Arbitration decision regarding the State Employee Retirement System (SERS) conversion to wages under Article 34 of the CBA; and

WHEREAS, both parties wish to resolve the underlying dispute without the need for further grievance-related proceedings; and

WHEREAS the Union and the Board in good faith agree to resolve pending grievance initiated as a Class Action as described above; and

NOW THEREFORE BE IT RESOLVED the Board and the Union in an agreement and for consideration of the above, and for the mutually accepted provisions contained herein, agree to the following:

1. The parties have agreed to convert field trip sit time rate as follows:

The SERS percentage increase (10.3%) shall be added to the original field trip rate of \$14.11. ($\$14.11 \times 10.3\% = \15.56)

2. The new rate (\$15.56) shall be in effect on the date that the MOU is signed.
3. Effective July 1, 2017 and for each year thereafter the "Field Trip Sit Time" rate shall increase annually by the same percentages as the base rate increase.

For: Strongsville City School District
Board of Education

By: _____
Superintendent

Date: _____

By: _____
School Board President

Date: _____

For: Ohio Association of Public
Schools Employees Local #290

By: _____
President Local #028

Date: _____

By: _____
Labor Relations Consultant

Date: _____