

STRONGSVILLE BOARD OF EDUCATION MEETING
JUNE 1, 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, June 1, 2017, at the **Administration Building, Meeting Room, 18199 Cook Avenue, Strongsville, Ohio**, by President, Carl W. Naso.

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, Mr. Micko, and Mr. Naso.

Others present were: Mr. Cameron Ryba, Superintendent; Mr. George Anagnostou, Treasurer; Ms. Jenni Pelko, Assistant Superintendent; and Ms. Vicki Turner, Director of Technology.

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

PLEDGE OF ALLEGIANCE

DISTRICT GOALS

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

RECOGNITIONS

A. NATIONAL HISTORY DAY COMPETITION STATE QUALIFIER

Presenter: Ms. Erica Powell, Advisor

- *Krista Albertins, Grade 11, Strongsville High School*

**B. STRONGSVILLE KNIGHTS OF COLUMBUS SISTER RITA MACKERT
TEACHER OF THE YEAR AWARD 2016-2017**

Presenter: Mrs. Jennifer L. Pelko, Assistant Superintendent

- *Mrs. Katie Hawk, Grade 2 Teacher, Surrarrer Elementary School*

Mrs. Pelko asked Knights of Columbus members, Mr. Bill Burdick and Mr. Joe Cianciolo to join her at the podium to present the award to Mrs. Hawk. She also invited Mr. Ryba and Mr. Naso to the podium to accept the plaque for the District office.

**C. STRONGSVILLE COUNCIL PTA OUTSTANDING DISTRICT EDUCATOR OF THE
YEAR AWARD 2016-2017**

Presenter: Mrs. Jennifer L. Pelko, Assistant Superintendent

- *Mrs. Kimberly Kaminski, Grade 3 Teacher, Kinsner Elementary School*

RECOGNITIONS (continued)

D. OHIO ASSOCIATION OF COLLEGES OF TEACHER EDUCATION – CAREER BASED INTERVENTION DIVISION

Presenter: Mrs. Jennifer L. Pelko, Assistant Superintendent

- *Mr. Michael Rodak, 2016-2017 Gold Star Coordinator*

E. OHIO ASSOCIATION OF SCHOOL BUSINESS OFFICIALS (OASBO) DISTINGUISHED SERVICE AWARD – NORTHEAST REGION

Presenter: Mr. James M. Rowan, Executive Director, OASBO

- *Mr. George K. Anagnostou, Treasurer*

PUBLIC COMMENT

No public comment.

TREASURER’S REPORT

A. DISCUSSION ITEM

1. Comprehensive Wellness Program

One of the action steps under the Strong Schools 20/20 Plan was to establish a Wellness Committee with the purpose being to promote a healthy lifestyle and to improve the quality of life for all Strongsville City School employees. A committee was formed with 15 members. The committee met a few times throughout the year and also conducted a survey to all employees to gauge the level of interest for health and wellness offerings. Of the 235 employees who responded, 80% felt it was important to know their health numbers and would be interested in District provided health and wellness opportunities. To effectively manage such a program, Mr. Anagnostou interviewed a few companies and felt Integrated Wellness Solutions (IWS) would be a good fit for the District. Mr. Anagnostou introduced Mr. Rich Siegenthaler from IWS to share what a comprehensive wellness program is and what his company has to offer.

The Board would like to see a cost benefit analysis. Then, if the Board is interested in pursuing a comprehensive wellness program, Mr. Anagnostou would include a recommendation at a future Board meeting.

SUPERINTENDENT’S REPORT

A. TIMELY INFORMATION

1. Food Services Update – Chartwells Dining Services

Although there is a five year RFP in place, the contract with Chartwells is approved annually. The contract will be up for consideration at the June 29th BOE meeting. Justin Hawkins, Mike Bruno, and Chef Mike Nowosielski shared a presentation on what they have learned this past year, and what they believe should be in store for the 2017/2018 school year should the Board approve the contract to continue to enhance Chartwells’ service to the District’s food program. They identified and spoke on 8 key areas of improvements they would like to activate for next year. Mr. Bruno shared ideas for areas of improvement that would increase revenue, reduce expenditures, and improve district employee morale. Discussion was had.

SUPERINTENDENT'S REPORT (continued)

A. TIMELY INFORMATION (continued)

2. Communications Plan Update – Dan Foust, Communications Coordinator

Mr. Foust shared a brief review of the Communications Plan for the District and what was accomplished this past year. Some communications successes were the redesign of the weekly newsletter, *Mustang Moments*, monthly event calendar emails, *The Corral* (internal employee newsletter), *Mustang Spotlight*, *60 Seconds with the Superintendent*, and various mailings. In terms of community outreach, some accomplishments were establishing the Community Advisory Council, speaking at Strongsville HOA Meetings, speaking engagements with community groups, community conversations, a spaghetti dinner, and SPOT events and doings. A data base has been established for Alumni Outreach. A Distinguished Alumni Event is being planned to be held during the 2017-18 academic year. Internal staff and community surveys were distributed to the District database. Information received from the surveys will be used to review effectiveness of current communication and as a guide for new opportunities and continued enhancements to District communication.

3. Approval of Tuition Student (Removed from the Consent Calendar – voted on separately under consent calendar)

*4. Trademark License Agreement

Resolution 17-06-01

Be it resolved upon the recommendation of the Superintendent that the Strongsville City School District enters into a licensing agreement with the Strongsville Spirit Shop allowing for use of the District's athletic logo.

(Exhibit A)

B. HUMAN RESOURCES

*1. Resignation – Non-Certificated (001-General Fund)

Resolution 17-06-02

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

Mary Arpidone, Elementary Secretary, assigned to Kinsner Elementary School. Effective end of day June 30, 2017.

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

Resolution 17-06-03

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

Mary Arpidone, Executive Secretary to the Director of Instructional Technology, 260 day contract, salary to be PL 2 at \$43,187.00. Period July 1, 2017 to July 31, 2017 paid at \$166.10 per diem. Two-year contract effective August 1, 2017 through July 31, 2019. This is a new position.

SUPERINTENDENT'S REPORT (continued)

B. HUMAN RESOURCES (continued)

***2. Appointment – Certificated Tutor (001-General Fund)**

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired as a tutor for the 2016-2017 school year at the rate of \$24.50 per hour:

Judith Koeth

Intervention Specialist

C. TECHNOLOGY

***1. META Solutions Core Service Agreement (001-General Fund)**

Resolution 17-06-04

Be it resolved upon the recommendation of the Superintendent that Schedule I of the agreement between META Solutions and the Strongsville City Schools be approved to provide information technology services for 2017-2018, at an annual cost of \$83,646.25. There is a 2% discount if paid before July 7, 2017, reducing the cost to \$81,973.32.

Be it further resolved upon the recommendation of the Superintendent that Schedule II of the agreement between META Solutions and the Strongsville City Schools be approved to provide INFOhio Library Services for 2017-2018, at a cost of \$15,906.50.

(Exhibit B)

CONSENT CALENDAR

17-06-05 Moved by Col. Evans to approve the Consent Calendar with the removal of Item 8A3, Approval of Student Tuition, to be voted on separately, seconded by Mrs. Ludwig and approved on a roll call vote as follows:

Col. Evans, yes; Mrs. Ludwig, yes; Mr. Micko, yes;
Mr. Grozan, yes; Mr. Naso, yes.
Motion carried 5-0

3. Approval of Tuition Student (Removed from the Consent Calendar)

17-06-06 Moved by Col. Evans that Madelyn Schnaterbeck be accepted as a tuition student at Strongsville High School for the 2017-2018 school year, per Board policy, at the rate of tuition set by the State, seconded by Mrs. Ludwig and approved on a roll call vote as follows:

Col. Evans, yes; Mrs. Ludwig, yes; Mr. Micko, abstain;
Mr. Grozan, yes; Mr. Naso, yes.
Motion carried 4-0; 1 abstention

BOARD OF EDUCATION / OTHER

Over 40 students participated in the first open gym with the new basketball coach, Mr. Guilfoyle and Mr. Naso observed over 60 students working out with the new football coach, Mr. Cirino, last weekend.

The State Semi-final game for baseball is Friday, June 2 at 7:00 p.m. along with a State track competition.

Ms. Ludwig thanked Mr. Foust for all the pictures he has taken for her Student Achievement presentations.

June 10th at the Historical Society is a doll and toy display. This is a free event from 1:00 to 4:00 p.m.

There is a fund-raiser at Cleats for Tommy's Team on Friday, June 2, 2017.

Col. Evans commended the Middle School music program for the outstanding concert held last night.

Senior projects presentation was held last night, May 31st.

EXECUTIVE SESSION

17-06-07 Moved by Col. Evans to enter into Executive Session 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. Micko, yes;

Mr. Grozan, yes; Mr. Naso, yes.

Motion carried 5-0

Entered into Executive Session at 9:05 p.m.

Resumed public session at 9:45 p.m.

ADJOURNMENT

17-06-08 Moved by Mrs. Ludwig to adjourn the Strongsville Board of Education Regular Session, seconded by Col. Evans and approved on a roll call vote as follows:

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

Mr. Grozan, yes; Mr. Naso, yes.

Motion carried 5-0

Meeting adjourned at 9:46 p.m.

Carl W. Naso, President

George K. Anagnostou, Treasurer

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is entered into on this 1st day of June, 2017, by and between the Strongsville City School District Board of Education (the "Board"), located at 18199 Cook Avenue, Strongsville, OH 44136 and the Strongsville Spirit Shop, (hereinafter "Licensee"), located at 18100 Royalton Road, Strongsville, OH 44136.

WHEREAS, the Board has adopted and is using the Strongsville Mustangs athletic logo ("Logo"), attached hereto as Exhibit A; and

WHEREAS, the Licensee is desirous of using the Logo on apparel and other novelty items upon the terms and conditions set forth herein; and

WHEREAS, the Licensee acknowledges that it may not assert trademark rights in the Logo, or elements or variants of the Logo, nor will trademark rights vest and/or inure to the Licensee's benefit from the use of the Logo, or elements or variants of the Logo.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and the Licensee (collectively, the "Parties") agree as follows:

1. **GRANT OF LICENSE.** The Board grants to the Licensee a non-exclusive right to use the Logo for the purposes described in this Agreement.
2. **TERM.** The license granted by this Agreement shall commence on June 15, 2017 and shall be for a term of one (1) year. Upon termination of this Agreement, all rights of the Licensee to the use of the Logo shall immediately terminate.
3. **COMPENSATION.** In consideration for the license granted under this Agreement, Licensee agrees to pay to the Board a five hundred dollar (\$500) flat fee due on or before June 15, 2017.

Any payments which are made to the District by Licensee after their due date shall bear interest at eighteen percent (18%) per year (or the maximum rate permissible by law, if less than eighteen percent (18%) from the date such payments are due to the date of payment.

4. **CONTROL.** The Board shall have the right, at all reasonable times, to inspect the Licensee's goods, services, books, records, and activities relating to only those items employing the Logo to ensure proper use and that such use is consistent with this Agreement. The Board reserves the right to terminate this Agreement should it determine that the use of the Logo is inconsistent with this Agreement. All records shall be kept available for at least one (1) years after the termination or expiration of the License.

5. **OWNERSHIP OF THE LOGO.** The Licensee shall be prohibited from interfering with the Board's rights in the Logo, including challenging the Board's use, registration of, or application to register the Logo, alone or in combination with any other words or designs. The Licensee is also prohibited from attempting to register the Logo, or any similar mark, whether or not registered by the Board, alone or in combination with other words or designs.
6. **INFRINGEMENT.** The Licensee is required to notify the Board of any potential infringement of the Logo of which Licensee is aware, or reasonably should be aware. The Board retains the right to determine what constitutes infringement and the course of action to be taken to address it.
7. **ASSIGNMENT.** The Licensee shall not assign the license granted by this Agreement absent the Board's prior written consent.
8. **DISCLAIMER AND WARRANTIES.** The Board disclaims any and all warranties that may be express, implied or statutory with respect to the Logo, including without limitation any implied warranties against infringement, title, merchantability or fitness for a particular purpose or use, and against any claims and liabilities arising out of the Licensee's use of the Logo.
9. **INDEMNIFICATION.** The Licensee shall indemnify, defend and hold harmless the Board, its affiliates, and their respective officers, directors, members, employees and agents from and against any claims, actions, suits or proceedings, as well as any and all claims, actions, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any misrepresentation or breach of your representations and warranties set forth in this Agreement; and (b) any non-compliance by Licensee with any agreements or undertakings contained in or made pursuant to this Agreement.
10. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Ohio.
11. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the Parties hereto.
12. **ENTIRETY.** This Agreement contains the entire agreement between the Parties, and there are no oral promises or other representations inducing its execution or qualifying its terms.
13. **MODIFICATION.** This Agreement may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended

only by an instrument in writing duly executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the day and year first above written.

STRONGSVILLE CITY SCHOOL DISTRICT STRONGSVILLE SPIRIT SHOP
BOARD OF EDUCATION

Board President

Sue Walick

Superintendent

Witness

Treasurer



MARION OFFICE
100 Executive Drive
Marion, OH 43302
P: 740 389 4798
F: 740 389 4517

COLUMBUS OFFICE
2100 Citygate Drive
Columbus, OH 43219
P: 614 473 8300
F: 614 473 8324

SCHEDULE I
CORE SERVICES SUMMARY OF COSTS

This schedule is hereby made a part of the Agreement for 2017-18 by and between the Strongsville City School Board of Education and Meta Solutions. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Services	
Fiscal Support for State Software	
SIS Support for any SIS Package	
PowerSchool, ProgressBook (including GradeBook) & Infinite Campus	
EMIS Support	
Purchasing Co-op Membership	

Headcount	5,485
Cost (\$15.25 per headcount)	\$83,646.25

Strongsville City Authorized Signature

A handwritten signature in black ink, appearing to read "David Varda".

Digitally signed by David Varda
Date: 2017.03.28 14:43:06 -04'00'

Meta Authorized Signature

Date: _____

Date: _____



MARION OFFICE
100 Executive Drive
Marion, OH 43302
P: 740 389 4798
F: 740 389 4517

COLUMBUS OFFICE
2100 Citygate Drive
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CONSTITUTION OF META

I. Name of Association. The name of the group composed of all Members and formerly known as the "Tri-Rivers Educational Computer Association" ("TRECA") henceforth shall be META (herein also referred to as "the Association").

II. Purpose & Powers

A. META is a product of the merger of TRECA and the Metropolitan Educational Council ("MEC"), as described in the Merger Agreement entered into between TRECA and MEC ("Merger Agreement"). META subsumes and integrates in a single entity the formerly-distinct functions, membership, and personnel of MEC and TRECA.

B. META has a number of core purposes, among which is the establishment and operation of an efficient, economic computer system that serves the needs of its Members. In this regard, META operates as, and has all the powers of, a Data Acquisition Site/Information Technology Center pursuant to applicable provisions of the Ohio Revised Code, including but not limited to Section 3301.075, and applicable provisions of the Ohio Administrative Code, including but not limited to 3301-3-02, 3301-3-06, and 3301-3-07.

C. META is also a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code. In this capacity, META seeks to identify, develop, and provide to Members and non-members innovative educational and technological services and products, as well as expanded opportunities for cooperative purchasing. As a Regional Council of Governments, META has the power to:

1. Study such area governmental problems common to two or more Members of META as it deems appropriate, including but not limited to matters affecting health, safety, welfare, education, economic conditions, and regional development;
2. Promote cooperative arrangements and coordinate action among its Members, and between its Members and other agencies of local or state governments, whether or not within Ohio, and the federal government;
3. Make recommendations for review and action to the Members and other public agencies that perform functions within the region;
4. Promote cooperative agreements and contracts among its Members or other governmental agencies and private persons, corporations, or agencies;
5. Perform planning directly by META personnel, or under contracts between META and other public or private planning agencies;
6. Review, evaluate, comment upon, and make recommendations, relative to the planning and programming, and the location, financing, and scheduling of public facility projects within the region and affecting the development of the area;
7. Act as an area wide agency to perform comprehensive planning for the programming, locating, financing, and scheduling of public facility projects within the region and affecting the development of the area and for other proposed land

development or uses, which projects or uses have public metropolitan wide or interjurisdictional significance;

8. Act as an agency for coordinating, based on metropolitan wide comprehensive planning and programming, local public policies, and activities affecting the development of the region or area;

9. By appropriate action of the governing bodies of the Members, perform such other functions and duties as are performed or capable of performance by the Members and necessary or desirable for dealing with problems of mutual concern;

10. Contract with the appropriate officials, authorities, boards, or bodies of counties, municipal corporations, townships, special districts, school districts, or other political subdivisions to provide any service or to receive any service from such entities. Such contracts may also authorize META to perform any function or render any service in behalf of such counties, municipal corporations, townships, special districts, school districts, or other political subdivisions, which such counties, municipal corporations, townships, special districts, school districts, or other political subdivisions may perform or render;

11. Acquire, construct, and otherwise improve real and personal property to be used by or for the benefit of META or one or more of its Members. The acquisition, construction, and improvement may be financed by cash, installment payments with or without a mortgage, lease-purchase agreements, leases with an option to purchase, or securities issued pursuant to section 167.101 of the Revised Code.

D. META additionally has all other powers permitted by law and authorized by its Board of Directors.

III. Membership

A. Classification of Membership. There shall be two classifications of Membership: Full Membership and Associate Membership.

B. Qualifications for Full Membership

1. A Full Member is a city, county, exempted village, local, joint vocational, or cooperative education school district or educational service center that meets the qualifications set forth in this section.

2. Conditions of Full Membership. Full Members shall meet the following conditions:

a. have executed a resolution on the part of the board of education or equivalent governing body accepting this Constitution and applicable By-Laws;

b. have executed an agreement for, and/or otherwise subscribed to

i. both fiscal services and state-mandated data reporting services (EMIS) offered by META, or

ii. at least three of the five Core Services (as defined in section 3301-3-01 of the Ohio Administrative Code) offered by META;

- c. have received a majority vote of acceptance from META's Board of Directors, except that such vote of acceptance shall not be required for any entity that was, immediately prior to the "merger date" specified in the Merger Agreement, an "active member" or "associate member" of MEC, as defined in the MEC constitution in effect at such time;
- d. hold the appropriate permit as defined in paragraph (B) of Ohio Administrative Code 3301-3-03;
- e. receive funding from the Ohio Department of Education for the type of services META is to provide to the Full Member. A Full Member shall be provisionally admitted contingent on approval of the Ohio Department of Education for such funding; and
- f. have currently paid all dues, assessments, and fees, both initial and reoccurring as applicable, as established by META's Board of Directors, except that no current or former MEC member shall be required to pay any dues, assessments, or other fees of META that duplicate (i.e., are for the same purpose as) dues, assessments, or other fees assessed by, and paid by the Full Member to, MEC.

C. Qualifications for Associate Membership

1. An Associate Member is a school district that does not meet the definition of Full Member or a community school, charter school, parochial school or any other educationally related entity or other political subdivision, of this state or any other, to the extent that such laws of the other state permit, approved and accepted by the META Board of Directors, that meets the qualifications set forth in this section.
2. Conditions of Associate Membership. Associate Members shall meet the following conditions:
 - a. have executed a resolution on the part of the board of directors or equivalent governing body accepting this Constitution and applicable By-Laws;
 - b. have executed and agreement for, and/or otherwise subscribed to, services offered by META, as well as agreed to pay all dues, assessments and the like, both initial and reoccurring as applicable, as established by META's Board of Directors, except that no current or former MEC member shall be required to pay any dues, assessments, or other fees of META that duplicate (i.e., are for the same purpose as) dues, assessments, or other fees assessed by, and paid by the Associate Member to, MEC; and
 - c. have received a majority vote of acceptance from META's Board of Directors, except that such vote of acceptance shall not be required for any entity that was, immediately prior to the "merger date" specified in the Merger Agreement, an "affiliate" of MEC, as defined in the MEC constitution in effect at such time.
 - d. Associate Members which are not political subdivisions shall have contractual rights under their respective service agreements but shall not be deemed to be constituent members of META within the meaning of Chapter 167 of the Ohio Revised Code, relating to regional councils of governments; provided,

however, that those Associate Members which are receiving Core Services from META shall have the rights of participation in governance as set forth in Article IV of this Constitution. Associate Members shall otherwise be subject to all provisions of the META Constitution and By-Laws relating to members, unless specifically excluded therefrom

D. Withdrawal of Membership

1. Any Member wishing to withdraw from participation in META may do so at the end of any fiscal year, so long as the withdrawing member provides the META Board of Directors written notification of its intent to withdraw on or before October 1 of such fiscal year.
2. In the alternative to III(D)(1) above, a Member may withdraw upon giving 120 days written notice of its intent to withdraw if the Member provides such notice within 30 days of receiving notice of an increase in its dues or assessments for elsewhere defined Member Services (i.e. those services defined by the Ohio Administrative Code as Core Services).
3. The META Board of Directors, in its sole discretion, may grant an expedited withdraw and/or waive the notification requirements for a withdrawing Member so long as said Member is not delinquent in its payments of any and all dues, assessments and the like through the term of its membership.
4. Any decision to withdraw from META must be made by duly adopted resolution of the board of education or equivalent governing body of the Member.

E. Disqualification. A Member may be disqualified from Membership if two-thirds of the Board of Directors votes in favor of such disqualification. The services and benefits furnished by META shall be withdrawn at any time within 180 days following notification of such disqualification at the discretion of the Board. Upon disqualification the disqualified Member shall be liable for all dues, assessments and the like incurred through the Board determined disqualification date.

F. Effect of Withdraw or Disqualification. A Member that withdraws or is disqualified must return to META any equipment furnished to the Member by TRECA, MEC, or the Association but not owned by the Member in as good a condition as when received by the Member, less normal wear. Such Member shall be liable for all obligations incurred by the Member.

IV. General Assembly

A. Purpose and Powers

1. The General Assembly shall be established from the Full Members and those Associate Members receiving Core Services of the Association for the purpose of serving as a deliberative and advisory body of the Association.
2. The sole authority of the General Assembly is to discuss and may make recommendations to the Board of Directors regarding the following subjects:
 - a. services rendered by the Association;
 - b. a Basic Fee Schedule;
 - c. new Association ventures;
 - d. the election of officers as provided in the By-Laws;
 - e. the annual estimate and apportionment of Association Costs;
 - f. the annual Association budget; and
 - g. other matters referred to the General Assembly by the Board of Directors or Chief Executive Officer.

B. Delegates. Each Member described in Section A.1 of this Article shall be entitled to one delegate in the General Assembly. In every instance, the Member's superintendent (or equivalent official) or his/her designee shall serve as the Member's Delegate to the Assembly.

C. Meetings. The General Assembly shall be convened to meet and discuss the business and operations of the Association on an annual basis at a time and place as determined by META's Board of Directors. Member's Delegates will receive advance notice of the date, time and place of meetings of the General Assembly.

V. Board of Directors. The Board of Directors shall be the governing body of META.

A. The Board of Directors shall consist of eight (8) voting Directors, each a superintendent representing a different Full Member of META. The initial Board of Directors shall consist of four (4) superintendents representing member school districts of MEC and four (4) superintendents representing member school districts of TRECA, as identified in the Merger Agreement. Thereafter, the voting members of the Board of Directors shall be the superintendents of eight (8) Full Members of META that constitute a representative sampling of Full Members and are committed to the ideals embodied by the Association, selected pursuant to methods determined by the Board of Directors.

1. The Board of Directors shall also include such non-voting ex-officio Directors as are provided for in the Constitution and Bylaws.
 2. Subject to the limitations expressed in paragraph (B) below, the composition of the Board of Directors may be expanded by the Board of Directors.
- B. Only the superintendent of the board of education of a Full Member is eligible to serve as a voting Director of the Board of Directors. All persons serving as voting Directors of the Board of Directors shall serve without compensation. Only voting Directors of

the Board of Directors have the right to present motions or cast votes on issues coming before the Board of Directors.

- C. The President shall be elected by the Board of Directors and shall serve as President of the Board of Directors. The Vice-President shall be elected by the Board of Directors and shall serve as Vice-President of the Board of Directors.
- D. The Chief Executive Officer and the Chief Operating Officer shall serve as non-voting ex-officio members of the Board of Directors.
- E. Except as provided herein, a quorum of a meeting of the Board of Directors shall consist of a majority of the voting Directors of the Board of Directors. Except as otherwise provided herein, any action of the Board of Directors provided for in this Constitution or the By-Laws may be taken upon a majority vote of the Directors voting at any meeting of the Board of Directors at which a quorum is present.
- F. If a vacancy occurs on the Board of Directors, the remaining voting Directors, upon the recommendation of the Chief Executive Officer, shall choose and appoint a replacement voting Director to fill the vacancy.
- G. The Board of Directors shall:
 - 1. approve new Association ventures;
 - 2. approve and amend the annual Association budget;
 - 3. approve a Basic Fee Schedule;
 - 4. approve the annual estimate and apportionment of Association Costs;
 - 5. elect officers as provided in the By-Laws;
 - 6. amend the Association Constitution;
 - 7. call the General Assembly together as needed; and/or
 - 8. act on any other matter related to the business of the Association.

H. Officers

- 1. President. The President shall:
 - a. preside at all meetings of the Board of Directors;
 - b. work with the Chief Executive Officer and Chief Operating Officer to see that an annual report is prepared on activities of the Association's ventures, present it to the Board of Directors and distribute it to the Members; and
 - c. provide liaison between Members and the Board of Directors concerning operations of the Association in the interim between board meetings.
- 2. Vice-President. The Vice President shall:
 - a. preside in the absence of the President;
 - b. serve as Vice-President of the Board of Directors; and
 - c. succeed to the office of President, should it be vacated before the end of the term;

- I. Grants, Gifts, Etc. The Board of Directors may accept funds, grants, gifts and services from:
- a. the Government of the United States or its agencies;
 - b. this State or its departments, agencies and instrumentalities;
 - c. political subdivisions or any other governmental unit, whether participating in the Association or not; and/or
 - d. private and civic sources.

- VI. Dues and Assessments. The Board of Directors shall establish Membership dues and other assessments, including but not limited to the Association Costs.

VII. Amendments to the Constitution

A. The Chief Executive Officer shall notify General Assembly Delegates of any proposed amendment to this Constitution at least five days before the vote of the Board of Directors on said amendment.

B. The Board of Directors shall have the authority to approve, revise, or reject any amendment to this Constitution presented to the General Assembly Delegates in accordance with the preceding paragraph. The approval of two-thirds (2/3) of the total number of voting Directors of the Board of Directors shall be required for the adoption of an amendment as submitted or revised.

- VIII. By-Laws. The Board of Directors shall have the authority to approve, revise, or reject any amendment to the By-Laws by a majority vote of the Directors voting at any meeting of the Board of Directors at which a quorum is present, provided all Directors have been given a written copy of any such proposed change at least three (3) days prior to the meeting.

IX. Fiscal Operations

A. Fiscal Officer.

1. The Fiscal Officer of META is the Chief Financial Officer (CFO). The Chief Financial Officer shall be appointed by the Board of Directors, to be responsible to the Chief Executive Officer and with respect to META shall perform those duties:

- a. of a fiscal officer of a Regional Council of Governments, as set forth in the Ohio Revised Code, Section 167.04;
- b. of a fiscal agent of an ITC, as set forth in the Ohio Administrative Code Section 3301-3-07(B)(1)(a)(ii), as applicable; and
- c. described in the Job Description for this position.

The Chief Financial Officer shall be licensed in accordance with section 3301.074 of the Ohio Revised Code and shall obtain and keep in force a fidelity bond with a surety company approved by the Board of Directors in an amount determined by the Board of Directors. Neither the Chief Executive Officer, nor the Chief Operating

Officer, nor the treasurer of an appointed fiscal agent, pursuant to Section D(2) below, shall be the Chief Financial Officer.

2. Performance of Duties. The Fiscal Officer shall perform all fiscal functions for META. When performing fiscal operations for META, the Fiscal Officer shall be responsible for any or all financial transactions or other activities associated with META, shall maintain financial accounting records of data acquisition site/information technology center activities separately in a manner capable of being audited, and shall hold, in the name of META, title to equipment owned by META. All financial transactions and accounting procedures shall be performed in compliance with all applicable provisions of the Ohio Revised Code, Chapter 3301-3 of the Ohio Administrative Code and requirements of the Auditor of State.

B. Change of Fiscal Officer

1. In the event of the Fiscal Officer's resignation, incapacitation or discharge, the Board of Directors shall appoint by a majority vote, a qualified replacement; or
2. In the event that the Board of Directors determines that the fiscal agent duties should be transferred from the Chief Financial Officer to a Full Member board of education, to be thereby designated by the Board of Directors as the custodian of funds for the Association, a Fiscal Agent shall be appointed by a majority vote of the Directors with the consent of the board of education of the Full Member to be designated as the new Fiscal Agent. The Full Member to be appointed the new Fiscal Agent shall be represented by its superintendent as one (1) of the eight (8) voting Directors.

C. Indemnity

1. The Association may purchase a policy or policies of insurance insuring the board, or members of Board of Directors, officers, administrators, teachers or any other group of employees employed by the Association against liability on account of damages or injury to persons and property resulting from any act or omission of such board or entity, or such individual in his official capacity as a member or employee of the Association resulting solely out of his membership on, or employment by the Board of Directors.
2. The Association shall, except for findings for recovery in an audit report pursuant to section 117.28 of the Revised Code, indemnify, defend, and hold harmless any person included in division (1) of this section against all civil demands, claims, suits, and legal proceedings, whether threatened or instituted, and defend such person against any criminal legal proceedings, whether threatened or instituted, that arise from the acts or omissions of such person while acting within the scope of the person's employment by the Association and in the good faith belief that such conduct was lawful and in the best interests of the Association, except that expenditures and obligations under this division shall not exceed the amounts appropriated for such purposes.

- D. Fiscal year. The fiscal year of META shall begin on the first day of July and shall end on the thirtieth day of June of the following year.

E. Ownership. All equipment, buildings, furniture and other goods acquired by META shall be held by META (or by an entity appointed to be the fiscal agent for META, if any) in trust for the Full Members, but acquisition, replacement, operation, use and disposition shall be subject to the applicable provisions of this Constitution. Any Member withdrawing or disqualified from the Association shall forfeit any claim to the Association's assets. In the event of dissolution of META, all then-current Full Members shall share in the net (i.e., after Association debts are satisfied) assets liquidation in a ratio proportionate to their last twelve months financial contributions and obligations to the Association, and they shall likewise participate in proceeds from the sale of assets upon liquidation.

X. Savings Clause. In the event that any part of this Constitution, or the By-laws adopted pursuant to this Constitution is judged to be inconsistent with law by any agency of the state, inoperative by a court of competent jurisdiction, or is invalidated by a change in the law of the State of Ohio, the remaining portion of the Constitution and By-laws will remain in full force and affect.

XI. Dissolution. A dissolution of META shall occur when the Directors, at a regular meeting of the Board of Directors, or one called for such purpose, vote by unanimous favorable vote of the total number of voting Directors of the Board of Directors to dissolve META.



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BY-LAWS OF META

I. Membership of the General Assembly

- A. Delegates to the General Assembly shall be the superintendent (or equivalent official) or designee from each Full Member and Associate Member receiving Core ITC services from META..
- B. Each Member shall make best efforts to provide by June 1 of each year a roster of official Delegates.

II. Officers of the General Assembly. The Officers of the General Assembly shall be the President and Vice President of the Board of Directors and such other Officers as the Board of Directors may from time to time designate.

III. Administrative Organization

A. Chief Executive Officer. The Chief Executive Officer is the chief administrative officer of the META and, as such, is directly responsible to the Board of Directors for the administration of META's policies, rules, and regulations. Subject to the approval of the Board of Directors and pursuant to the procedures contained in these By-Laws, the Chief Executive Officer shall exercise the authority conferred upon META as a Data Acquisition Site/Information Technology Center and as a Regional Council of Governments in accordance with applicable provisions of the Ohio Revised Code and the Ohio Administrative Code.

1. Qualifications of the Chief Executive Officer. The qualifications shall conform to the criteria determined by the Board of Directors and stated in the Job Description.
2. Preparation of Agendas. It is the desire of the Board of Directors that the agenda for an official meeting be prepared by the Chief Executive Officer and be received at least 48 hours prior to the meeting.
3. Minutes of Meetings. The Chief Executive Officer or his designee shall keep official minutes of every meeting of the General Assembly, the Board of Directors, and any committee. The President or the Chief Executive Officer shall report the minutes of any of the foregoing to the next meeting of such body as well as to the next meeting of the Board of Directors.

B. Chief Operating Officer. The Executive Director of the Metropolitan Educational Council ("MEC") immediately prior to MEC's merger with META shall serve as the Chief Operating Officer of META for such period of time, and with such duties and responsibilities, as determined by the Board of Directors. The Chief Operating Officer shall report to the Chief Executive Officer.

IV. Committees

A. Ad Hoc Committees. The Board of Directors must authorize all Ad Hoc Committees.

1. The President shall appoint all Ad Hoc Committees with the counsel of the Chief Executive Officer.

2. Ad Hoc Committees shall serve only until the task or reason for their establishment has been performed or fulfilled or until terminated by action of the Board of Directors.

B. Authority of Committees. No committee has the authority to take any official action. Committees make recommendations for consideration by the General Assembly or for official action by the Board of Directors.

V. Fiscal Policies

A. Financial Reporting

1. No later than the May meeting of the Board of Directors each year, the Chief Executive Officer and Treasurer shall submit a three-year projection and a proposed budget/appropriation for the next fiscal year. The budget/appropriation will show the estimated receipts and expenses of the Association and will list how much money is projected to be needed in each category.

2. The Chief Executive Officer is authorized to make expenditures and commitments according to the Constitution and By-Laws and in harmony with administrative and operative plans as approved by the Board of Directors as specified in the budget. Expenditures shall not exceed income on an annual basis from any fund without prior approval of the Board of Directors.

3. The Treasurer shall also report in writing on an at least quarterly basis the following information by fund:

a. A list of all bills and salaries, the amount, to whom paid and for what purpose shall be supplied to the Board of Directors.

b. A financial report showing all month-to-date and year-to-date receipts and expenditures including the beginning and closing balances shall be supplied to the General Assembly.

4. Following the May meeting of the Board of Directors each year, the Members shall be supplied with the three-year projection described in Section 1, Paragraph A of this Article.

B. Facilities. META shall provide such facilities as the Board of Directors deems necessary and appropriate. When the Board of Directors determines to undertake to build, repair, enlarge, improve or demolish facilities, such activity shall be undertaken for META's Full Members, under and in conformance with:

1. Ohio Rev. Code § 3313.46, as applicable to META's city, local, and exempted village school district Members;

2. the agreement establishing META, pursuant to Ohio Rev. Code §167.01 (META's Constitution); and

3. other pertinent delegations of authority to META, if any, by META's Members.

VI. Notice of Meetings

- A. **Public Meetings.** All meetings of the Board of Directors and any committees appointed by the Board of Directors are open to the public as required by Ohio law. Executive Sessions may be called in accordance with Ohio law. Due notice of all meetings of the Board or Board-appointed committees will be given to the press and the public. Such notice may be given by any method reasonably calculated to provide notice of the meetings, such as providing written notice to the press for publication, posting notices on the META website and/or in areas accessible to the public, and/or providing notice by regular U.S. mail or e-mail to those persons who have requested such notice pursuant to these Bylaws.
1. **Regular Meetings.** A notice of the time and place of regularly scheduled meetings will be established at the organizational meeting each year. Any change in time or place of a regular meeting will be given to the media and those persons requesting advance personal notice pursuant to these By-laws at least twenty-four hours prior to the meeting.
 2. **Special Meetings.** Special meetings shall not be held unless at least twenty-four hours advance notice of the time, place, and purpose of the special meeting is given to any news media that have requested notification, except in the event of an emergency requiring immediate official action. In the event of such an emergency, the person calling the meeting shall notify the news media that have requested notification immediately of the time, place, and purpose of the meeting.
- B. **Contact.** By contacting the Chief Executive Officer at 100 Executive Drive, Marion, Ohio 43302, (740) 389-4798:
1. Any person may obtain the time and place of any regular meeting and the time, place and purpose of any special meeting,
 2. Any news media representative may request advance notice of any special meeting, and
 3. Any person may, upon payment of a reasonable fee or upon providing a sufficient number of self-addressed, stamped envelopes, request reasonable advance notice of all meetings at which a specific type of business is to be discussed.



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F: 614 473 8324


SCHEDULE II SUMMARY OF COSTS

This schedule is hereby made a part of the Agreement for 2017-18 by and between Strongsville City Schools and Meta Solutions. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Service	Cost
INFOhio Library Services	\$2.90/student
Headcount	5,485
Total Schedule II Cost	\$15,906.50

Owner Authorized Signature

Date: _____


META Authorized Signature

Digitally signed by David Varda
Date: 2017.03.30 10:48:30 -04'00'

Date: _____



LIBRARY SERVICES/INFOHIO STATEMENT OF WORK

Overview

META is proud to provide its members a broad spectrum of educational solutions. Included in these are the minimum set of state-subsidized information technology services that each ITC is required by the Ohio Department of Education to offer its user entities. Core services are determined through policies issued, and guidelines periodically communicated, by ODE.

The Parties have entered into a Master Service Agreement for services, including but not limited to Library Automation via INFOhio (the "Agreement"). In accord with the terms set forth in the Agreement and the incorporation hereof, this statement of work (SOW) shall outline the scope of work as well as additional terms associated with the provision of Library Services/INFOhio support.

Support Mission

META Library Services, together with INFOhio, supports and enriches teaching and learning by providing equitable access to quality resources for educators and students as well as library automation—all promoting information literacy and media literacy through the use of technology.

Services Defined

Standard Implementation (INFOhio specific)

- META will work with district IT staff to ensure library equipment is configured according to INFOhio specifications.
- School District will provide a 'library coordinator' who is knowledgeable and proficient with the library automation software and who will serve as the META point-of-contact to be responsible for any META school district requirements in this Agreement.
- Database management for school libraries which includes:
 - Consultation with library staff to determine licensure/library policies/procedures for efficient implementation of library software;
 - Hosting all data on META servers and management of servers;
 - Regular data backup including off-site backup protection; and
 - Integration of patron data into library software.
- Initial Training with district leadership team
 - 'New Library Staff' training will be provided by META in August/September. Upon completion of training, new library staff will be given software log in access.

Level 1 Support

- Helpdesk—This service is the primary support mechanism and is offered via META's Web Helpdesk ticketing system. META will provide timely assistance to school library client in order to resolve problems or after troubleshooting, escalate to the appropriate department for resolution.
- META will provide instructional documentation for all software as well as 24/7 electronic access to the same.
- META will provide "MARC record specifications" to libraries for each of their vendors so that coding of library holdings is in compliance with INFOhio specifications. META will auto-load MARC records provided by vendors who follow the INFOhio specifications.
- Training & Communication
 - Training sessions—Software training and library professional development opportunities are provided several times during each school year. Content includes: Circulation, Reports (included with Circulation and Inventory), Inventory, New Features (as needed), Electronic Resources (as needed), and the Online Public Access Catalog (OPAC) (included with Circulation). 'Existing Library Staff' Professional Development/Training opportunities will be provided on an as need basis by META.

School District Responsibilities

- School District will ensure library computers/equipment meet INFOhio specifications and that the Library Staff be granted the proper permissions to the installation directory and the documents and settings directory as outlined by INFOhio.
- School District will coordinate the submittal of student data (from student software system), in a pre-defined format determined by META, on a daily basis.
- School District will coordinate staff attendance at library trainings/meetings to ensure compliance of training requirements:
 - New Library Staff must attend a minimum of 3 'new staff' trainings (in year one) that are provided by META. Upon completion of basic training, new staff will be given software log in access.
 - Existing Library Staff will attend at least 2 META meetings/trainings annually.