

**STRONGSVILLE BOARD OF EDUCATION MEETING
AUGUST 4, 2016
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, August 4, 2016, 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: Mr. Evans, Mr. Grozan, Mrs. Ludwig, Mr. Micko, and Mr. Naso.

Others present were: Mr. Cameron Ryba, Superintendent and Mr. George Anagnostou, Treasurer.

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

PLEDGE OF ALLEGIANCE

DISTRICT GOALS

Student Achievement and Growth and Financial Prudence are the District's two goals.

PUBLIC COMMENT

Ms. Sara Marxen questioned the Board regarding how the public will be notified of the auction of Drake Elementary School. She also asked for clarification to an article printed in the Post regarding the auction.

TREASURER'S REPORT

A. Discussion Items

1. Financial Summary Report for Fiscal Year End 2016

Mr. Anagnostou shared a power point presentation of the financial report for FY16. The presentation included general fund revenues, general fund expenditures, and a five-year forecast summary.

2. OSBA Capital Conference Delegate/Alternate Delegate Appointments
November 13, 14, 15, and 16, 2016

Mr. Micko volunteered to be the Delegate for the conference, and Mr. Naso volunteered to be the Alternate. The appointments will be voted on at the next Board meeting.

(Exhibit A)

*B. Cafeteria Change Fund

Resolution 16-08-01

Be it resolved upon the recommendation of the Treasurer that the Cafeteria Change Fund be established in the amount of \$1,075.00. These funds are used to establish start-up funds for the school cafeterias.

TREASURER’S REPORT(continued)

*C. Approval of New Fund

Resolution 16-08-02

Be it resolved upon the recommendation of the Treasurer that a new fund be approved as listed below.

<u>Fund</u>	<u>SCC</u>	<u>Description</u>
019	9956	Donation/Grant Superintendent Initiatives

*D. FY17 Amended Temporary Appropriations

Resolution 16-08-03

Be it resolved upon the recommendation of the Treasurer that the Amended Temporary Appropriations for FY17 be approved.

(Exhibit B)

SUPERINTENDENT’S REPORT

A. TIMELY INFORMATION

1. Opening School Convocation – Strongsville High School

- Monday, August 22, 2016
8:30 a.m. Program – High School Auditorium

Welcome back letters to the staff and Board should be received by the end of the week. The District’s new food services company, Chartwells, will be providing a breakfast and a grab and go lunch for the staff to introduce the new food services program.

2. 2016-2017 Communication Plan – Dan Foust

Mr. Dan Foust shared a power point presentation of the District’s Communications Plan which included goals, themes, internal and external communications, community outreach, SCS-TV, events, and alumni outreach.

3. District Facilities Rental Fees

Annually the Board reviews and approves the District’s facilities rental fees. Mr. Ryba reviewed some items recommended to be altered, such as the athletic fields’ rental fees. The new rental fees will be on the August 18th agenda for consideration. A Facilities Rental Handbook will be generated so people using the facilities will know the guidelines required of them. Some discussion was had.

4. Shared Food Guidelines

The number of students in the Strongsville School District with severe and life-threatening food allergies has increased over the years. Mr. Ryba shared a letter with the Board that will be sent to the PTAs and the community implementing guidelines for food items being brought into the schools; such as no longer allowing homemade food items to be shared at the pre-school and elementary schools. All items need to be store bought and nut free.

SUPERINTENDENT'S REPORT (continued)

B. BUSINESS SERVICES

1. Change Order – Middle School (004-Construction Fund/Middle School)

16-08-04 Moved by Mr. Grozan that the Board of Education approves the execution of a change order with Hammond Construction to provide all labor, materials, and equipment costs to remove and replace unsuitable soils from June 20 to July 11, 2016 at the new parking lot subgrade as determined by the independent testing agent, Geo Sci, at a cost of \$237,663.23. Funding to be from the Middle School Construction Fund, seconded by Mr. Evans and approved on a roll call vote as follows:

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

(Exhibit C)

Mr. Dana Strizzi, Hammond Construction, spoke regarding the change orders and answered questions.

2. Change Order – Middle School (004-Construction Fund/Middle School)

16-08-05 Moved by Mr. Grozan that the Board of Education approves the execution of a change order with Hammond Construction to provide all labor, materials, and equipment costs to remove and replace unsuitable soils from July 12 to July 23, 2016 at the new parking lot subgrade as determined by the independent testing agent, Geo Sci, at a cost of \$158,082.22. Funding to be from the Middle School Construction Fund, seconded by Mr. Evans and approved on a roll call vote as follows:

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

(Exhibit D)

3. Change Order – High School (004-Construction Fund/High School)

16-08-06 Moved by Mr. Grozan that the Board of Education approves the execution of a change order with Hammond Construction to provide all labor, materials, and equipment that is required to complete the work to install a new sound system for the high school main gym at a cost of \$59,280.59. Funding to be from the High School Construction Fund, seconded by Mr. Evans and approved on a roll call vote as follows:

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

(Exhibit E)

SUPERINTENDENT'S REPORT (continued)

C. HUMAN RESOURCES

*1. Resignations – Certificated (001-General Fund)

Resolution 16-08-07

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

Maria Alfano-Cooper, Spanish Teacher currently on Sabbatical Leave. Effective July 8, 2016.

Janice Dunn, Speech Language Pathologist assigned to Student Services. Effective July 8, 2016.

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

Resolution 16-08-08

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

Gregory E. Pollock, Elementary Principal, Two-Year 215 day contract, salary to be ADM 6 - PL 10 at \$98,000.00, educational incentive \$2,750.00, and Summer School contract \$1,500.00. Up to 5 additional days for transition at per diem rate. Effective August 1, 2016. Replacement for James Carpenter.

Appointments – Certificated (001-General Fund) (ROTC)

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

Brad J. Buening, AFJROTC Aerospace Science Instructor, 184 day contract, plus 10 extended days, salary to be \$50,000.00. Effective August 15, 2016. This is a new position.

Be it resolved that the Strongsville City School District in accordance with Ohio Revised Code Section 3319.22, hereby offers to employ Mackenzie Cunningham as a Speech Language Pathologist, salary to be BA/0 at \$39,326.00, in accordance with the collective bargaining agreement, provided that Mackenzie Cunningham secures the necessary certificate/license required by the Ohio Department of Education in order to serve as a Speech Language Pathologist. Said individual's employment by the Board of Education is expressly contingent upon the individual securing said certificate/license. Failure to secure the necessary certificate/license in a timely manner shall cause the automatic withdrawal of the offer of employment without further action of the Board of Education, and shall constitute the individual's voluntary relinquishment of a contract with the Board of Education pursuant to Ohio Revised Code Section 3319.22. If the individual is eligible for the necessary certificate/license, properly applied for it from the Ohio Department of Education, and is simply awaiting receipt of the actual certificate from the Ohio Department of Education, the offer of employment will not be automatically withdrawn if said certificate/license is not received by the Board of Education. Effective August 22, 2016. Replacement for Janice Dunn.

Kathryn Martin, Speech Language Pathologist-Long Term Substitute, 184 day contract with 6 extended days, salary to be BA/0 at \$39,326.00. Effective August 22, 2016. Replacement for a parental leave.

Megan McLaughlin-Casper, Intervention Specialist Moderate-Intensive, 184 day contract, salary to be BA/0 at \$39,326.00. Effective August 22, 2016. Replacement for Jamilyn Hoehn.

Dallas Puskar, Intervention Specialist Mild-Moderate, 184 day contract, salary to be BA/0 at \$39,326.00. Effective August 22, 2016. This is a new position.

SUPERINTENDENT'S REPORT (continued)

C. HUMAN RESOURCES (continued)

Appointment – Non-Certificated (001-General Fund)

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

Daniel Krihwan, Custodian, 6 hours per day, 260 days per year, salary to be Step A at \$21.15 per hour. Effective August 8, 2016. Replacement for Patricia Walker.

D. TECHNOLOGY

- *1. Northern Buckeye Education Council (NBEC) North West Ohio Computer Association (NWOCA) Member Service Agreement (001-General Fund)

Resolution 16-08-09

Be it resolved upon the recommendation of the Superintendent that the member service agreement between North West Ohio Computer Association (NWOCA) and Strongsville City Schools be approved to provide unbundled internet access. This is a three-year contract for school years 2017- 2019. Cost is \$42,244.00 for Basic Internet Fees (1,000M) and \$3,772.30 for Content Filtering.

(Exhibit F)

CONSENT CALENDAR

16-08-10 Moved by Mr. Evans to approve the Consent Calendar, seconded by Mr. Grozan and approved on a roll call vote as follows:

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

BOARD POLICIES

A. Second Reading

Revised Policy 1130 – Conflict of Interest (Administration)
New Policy 2460.03 – Independent Educational Evaluations
Revised Policy 3113 – Conflict of Interest (Professional Staff)
Revised Policy 4113 – Conflict of Interest (Classified Staff)
Revised Policy 4162 – Drug and Alcohol Testing of CDL License Holders
Revised Policy 5112 – Entrance Requirements
Revised Policy 5200 – Attendance
Revised Policy 5320 – Immunization
Revised Policy 6110 – Grant Funds
New Policy 6111 – Internal Controls
New Policy 6112 – Cash Management of Grants
New Policy 6114 – Cost Principles – Spending Federal Funds
New Policy 6116 – Time and Effort Reporting
Revised Policy 6320 – Purchases

BOARD POLICIES (continued)

A. Second Reading (continued)

- New Policy 6325 – Procurement – Federal Grants/Funds
- Revised Policy 6550 – Travel Payment and Reimbursement
- Revised Policy 7300 – Disposition of Real Property/Personal Property
- Revised Policy 7310 – Disposition of Surplus Property
- Revised Policy 7450 – Property Inventory
- Revised Policy 8500 – Food Services
- Revised Policy 9211 – District Support Organizations
- Revised Policy 9270 – Equivalent Education Outside the Schools (Home Schooling)

BOARD OF EDUCATION / OTHER

Mr. Micko reminded the community that the Ohio Tax free “holiday” begins August 5 at 12:00 a.m. and ends August 7 at 11:59 p.m.

Mr. Naso asked that a presentation be done at the next Board meeting showing all the new things happening at Strongsville City Schools for the upcoming school year.

EXECUTIVE SESSION

No Executive Session.

ADJOURNMENT

16-08-11 Moved by Mr. Evans to adjourn the Strongsville Board of Education Regular Session, seconded by Mrs. Ludwig and approved on a roll call vote as follows:

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

Meeting adjourned at 8:26 p.m.

Carl W. Naso, President

George K. Anagnostou, Treasurer



Ohio School Boards
Association

TO: Treasurers

FROM: Eric Germann, President
Richard C. Lewis, CAE, Executive Director

DATE: July 6, 2016

RE: **DELEGATE APPOINTMENT FOR ANNUAL BUSINESS MEETING**

The mission of the Ohio School Boards Association is to lead the way to educational excellence by serving Ohio's public school board members and the diverse districts they represent through superior service, unwavering advocacy and creative solutions. We are hopeful that your board of education will lend its voice to establish the future of the association at this year's Annual Business Meeting.

Each board of education is entitled to send one delegate to the Annual Business Meeting of the Ohio School Boards Association on Nov. 14. It is only through the collective insight and direction of our members that OSBA can speak as a unified voice for 711 school districts.

OSBA asks that your board make the selection of a delegate an agenda item at your next board meeting. We have enclosed credential forms to communicate your board's appointment. In the event that your board elects to delay this decision, please keep the materials until the board takes action.

The appointment process is outlined below:

1. Schedule appointment of a delegate (and alternate) on the board agenda at the earliest possible time but no later than the August board meeting.
2. The delegate must be a current board member. (Superintendents and treasurers are not eligible.)
3. The delegate may represent only one board. (This applies to JVSD board members.)
4. Upon appointment of a delegate, please complete both copies of the credentials and have them signed by the delegate, alternate and treasurer.
5. Mail the blue copy to OSBA as soon as possible and keep the yellow copy for your file. If the blue copy is not received by OSBA before Nov. 11, your delegate or alternate must appear before the Credentials Committee at the registration desk on Nov. 14.
6. Delegates must follow the same pre-registration procedure as all other conference attendees, including housing and registration.

8050 North High Street
Suite 100
Columbus, Ohio 43235-6481

(614) 540-4000
(800) 589-OSBA
(614) 540-4100 [fax]
www.ohioschoolboards.org

OSBA leads the way to educational excellence by serving Ohio's public school board members and the diverse districts they represent through superior service, unwavering advocacy and creative solutions.

7. Your delegate will receive his/her name badge, special event tickets and any other pertinent information in the pre-registration packet that will be sent to treasurers in October.
8. The delegate ribbon and delegate notebook will be mailed directly to your delegate in October.
9. The delegate ribbon serves as the necessary credential for admission into the Annual Business Meeting. If your delegate loses or forgets his/her delegate ribbon, he/she will need to see the Credentials Committee for a replacement.
10. In the event your delegate cannot serve in November, the delegate should give the delegate ribbon to the alternate. It is not necessary to notify OSBA of this change.
11. The Business Meeting Briefing will be held on Monday, Nov. 14, at 8 a.m. in rooms C120-122. The briefing will provide an overview of the issues being presented at the Annual Business Meeting, along with an orientation session for first time delegates.
12. The Annual Business Meeting will be held on Monday, Nov. 14 at 2:30 p.m. in the Union Station Ballroom at the Greater Columbus Convention Center.

In early October, all board members, superintendents and treasurers will receive a packet identified as **Official Business**. It will contain proposed amendments to the platform, constitutional changes and other pertinent information to come before the Delegate Assembly. It will contain the same essential information that will be mailed to delegates prior to the conference. Your board should plan to discuss this business at its October meeting.

If you have any questions about the registration process, the selection of your delegate or the agenda of the Annual Business Meeting, please don't hesitate to call the OSBA offices at (800) 589-6722. We look forward to working with you in November to set the legislative platform of the association for 2017.

RL:mg

Enclosures

EXHIBIT B
FISCAL YEAR 2017 TEMPORARY APPROPRIATION MEASURE
4-Aug-16

EXHIBIT B

Fund	FY 2017 Appropriation	Carryover Encumbrances	Total FY 2017 Appropriation	Change
001 General	\$ 43,377,628.76	\$ 988,614.44	\$ 44,366,243.20	
002 Bond Retirement	4,360,362.50	200.00	4,360,562.50	
003 Permanent Improvement	1,126,318.76	77,224.67	1,203,543.43	
004 Building Fund	3,079,098.53	16,817,579.62	19,896,678.15	
006 Food Services	1,905,256.27	19,514.21	1,924,770.48	
009 Uniform School Supplies	436,009.22	-	436,009.22	
014 Internal Service Rotary Fund	212,528.24	10,023.80	222,552.04	
018 Public School Support	251,428.87	1,131.13	252,560.00	
019 Other Grant	339,289.65	220,014.90	559,304.55	5,000.00 a
022 OHSAA Tournaments	50,000.00	-	50,000.00	
024 Employee Benefits Self-Insurance	10,002,500.00	-	10,002,500.00	
035 Termination Benefits	1,040,000.00	-	1,040,000.00	
200 Student Managed Activity	321,991.03	-	321,991.03	
300 District Managed Student Activity	806,003.80	17,503.24	823,507.04	
401 Auxiliary Services (NPSS)	591,078.19	34,674.81	625,753.00	
451 Data Communications	40,500.00	-	40,500.00	
463 Alternative Schools	50,919.00	1,393.00	52,312.00	
499 Miscellaneous State Grants	28,000.00	-	28,000.00	
516 Idea, Part B Special Education	1,277,663.97	15,327.80	1,292,991.77	
551 Title III - Limited English Proficiency	61,777.21	10,213.95	71,991.16	
572 Title I - Disadvantaged Children	629,689.79	5,763.10	635,452.89	
587 Idea Preschool Grant for the Handicapped	29,396.63	-	29,396.63	
590 Improving Teacher Quality	191,788.54	5,015.70	196,804.24	
TOTAL ALL FUNDS	\$ 70,209,228.96	\$ 18,224,194.37	\$ 88,433,423.33	\$ 5,000.00

Explanations:

- a Fund 019 increase by \$5,000 for Donations/Grants for Superintendent Initiatives.

CHANGE ORDER

- Distribution: Owner
 Architect
 General Contractor
 Accounting
 Project Manager

PROJECT: Strongsville MS & Center MS Demo

CHANGE ORDER: MS-108

INITIATION DATE: July 13, 2016

PROJECT: 6923A

CONTRACT FOR: New Middle School Reno
PO#2150468

TO: Hammond Construction, Inc.
Attn: Derrick K. Semilia
1278 Park Avenue SW
Canton, OH 44706

CONTRACT DATE: February 21, 2014

REASON FOR CHANGE: Field Conditions

You are directed to make the following changes in this Contract:

This Change Order includes additional labor, material & equipment costs to remove and replace unsuitable soils at new parking lot subgrade per The District's independent testing agent's (Geo Sci) direction. All quantities were derived by Geo Sci as recorded in field reports dated June 20, 2016, June 21, 2016, June 24, 2016, June 25, 2016, June 27, 2016, June 28, 2016, June 30, 2016, July 1, 2016, July 5, 2016, July 6, 2016, July 7, 2016, July 9, 2016 & July 11, 2016. \$237,663.23

Total: \$237,663.23

The Original Contract Sum was	\$42,243,469.00
Net Change by Previously Authorized Requests and Changes	(\$1,200,674.19)
The Contract Sum Prior to This Change Order was	\$41,042,794.81
The Contract Sum Will be Increased	\$237,663.23
The New Contract Sum Including This Change Order	\$41,280,458.04
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

Hammond Construction, Inc.
1278 Park Avenue SW
Canton, OH 44706

Strongsville City Schools
18199 Cook Avenue
Strongsville, OH 44136

GPD Group
520 South Main Street
Suite 2531
Akron, OH 44311

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

- Distribution: Owner
- Architect
- General Contractor
- Accounting
- Project Manager

CHANGE ORDER

PROJECT: Strongsville MS & Center MS Demo

CHANGE ORDER: MS-109

INITIATION DATE: July 26, 2016

PROJECT: 6923A

CONTRACT FOR: New Middle School Reno
PO#2150468

TO: Hammond Construction, Inc.
Attn: Derrick K. Semilia
1278 Park Avenue SW
Canton, OH 44706

CONTRACT DATE: February 21, 2014

REASON FOR CHANGE: Field Conditions

You are directed to make the following changes in this Contract:

This Change Order includes additional labor, material & equipment costs to remove and replace unsuitable soils at new parking lot subgrade per The District's independent testing agent's (Geo Sci) direction. All quantities were derived by Geo Sci as recorded in field reports dated July 12, 2016, July 13, 2016, July 14, 2016, July 15, 2016, July 15, 2016 July 17, 2016, July 18, 2016, July 19, 2016, July 20, 2016, July 22, 2016, & July 23, 2016. \$158,082.22

Total: \$158,082.22

The Original Contract Sum was	\$42,243,469.00
Net Change by Previously Authorized Requests and Changes	(\$963,010.96)
The Contract Sum Prior to This Change Order was	\$41,280,458.04
The Contract Sum Will be Increased	\$158,082.22
The New Contract Sum Including This Change Order	\$41,438,540.26
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

Hammond Construction, Inc.
1278 Park Avenue SW
Canton, OH 44706

Strongsville City Schools
18199 Cook Avenue
Strongsville, OH 44136

GPD Group
520 South Main Street
Suite 2531
Akron, OH 44311

By: _____

By: _____

By: _____

Date: _____

Date: _____

Date: _____

CHANGE ORDER

- Distribution: Owner
 Architect
 General Contractor
 Accounting
 Project Manager

PROJECT: Strongsville High School

CHANGE ORDER: SHS-172
 INITIATION DATE: July 19, 2016
 PROJECT: 6923B
 CONTRACT FOR: New High School
 PO#2151259
 CONTRACT DATE: May 20, 2014
 REASON FOR CHANGE: Owner Request

TO: Hammond Construction, Inc.
 Attn: Jeffrey T. Adams
 1278 Park Avenue SW
 Canton, OHIO 44706

You are directed to make the following changes in this Contract:

Supply labor, material and equipment that is required to complete the work that is scoped by GPD in PR-110 and as quoted. \$59,280.59

Total: \$59,280.59

The Original Contract Sum was	\$22,881,580.00
Net Change by Previously Authorized Requests and Changes	\$2,719,015.08
The Contract Sum Prior to This Change Order was	\$25,600,595.08
The Contract Sum Will be Increased	\$59,280.59
The New Contract Sum Including This Change Order	\$25,659,875.67
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

Hammond Construction, Inc.
 1278 Park Avenue SW
 Canton, OHIO 44706

Strongsville City Schools
 13200 Pearl Road
 Strongsville, OH 44136

GPD Group
 520 South Main Street
 Suite 2531
 Akron, OH 44311

By: _____

By: _____

By: 

Date: _____

Date: _____

Date: 7/20/2016

NBEC/NWOCA Internet Service Agreement

This agreement ("Agreement") is made as of 07/01/2016 ("Effective Date") by and between Northern Buckeye Education Council/Northwest Ohio Computer Association ("VENDOR"), whose main office is located at 209 Nolan Parkway, Archbold, Ohio 43502, SPIN # 143007175, and Strongsville City Schools ("Customer"), BBN: 129507, in response to Form 470: 567130001329498.

WHEREAS, VENDOR wishes to provide Internet Access services to the Customer subject to the terms and conditions of this agreement.

NOW IT IS AGREED AS FOLLOWS:

1. THE SERVICES

In accordance with the provisions of this Agreement, VENDOR shall provide basic Internet Access service as selected by Customer (the "Service") and as specified in the attached schedule (the "Schedule"), to the customer sites listed in the Schedule.

2. AGREEMENT TERM AND TERMINATION

This Agreement is effective for all services covered herein for the period of July 1, 2016 through June 30, 2019.

VENDOR reserves the right to discontinue CUSTOMER'S access to the VENDOR'S Service, terminate this Agreement and/or seek other legal or equitable relief for use of the Service that VENDOR deems to be in violation of the rules and regulations of the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or local, state or federal, or international law; or are unenforceable. For purposes of this Agreement, unenforceable conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the VENDOR'S network and public networks including unauthorized access to the Internet.

3. CHARGES AND PAYMENTS

Customer shall pay to VENDOR the installation charges and annual charges, and any other charges due under the Agreement in accordance with the Schedule. Installation charges for Service to each Customer site shall be due on the date on which VENDOR is ready to begin to provide the Service as specified in the Schedule. Annual charges shall be payable upon receipt of a true and accurate invoice. Payment shall be made by the Customer in full; amounts remaining unpaid after the payment is due may be assessed a 1.5% late-payment charge, at discretion of VENDOR.

VENDOR purchases transport through a third-party vendor sub-contracted by the VENDOR to provide transport for the contracted bandwidth ("Bandwidth Service Provider"). The cost of transport from the Bandwidth Service Provider may vary and will be passed through directly to CUSTOMER.

CUSTOMER agrees to be solely responsible to VENDOR for all charges pursuant to the Schedule throughout the duration of the Agreement, regardless of the approval, denial and/or receipt of B-rate funding.

4. NONAPPROPRIATION

Should CUSTOMER fail to appropriate sufficient funds to fulfil its obligations under the Agreement, CUSTOMER may terminate the Agreement. Upon termination, CUSTOMER shall reimburse VENDOR for any remaining contractual obligations incurred by VENDOR on CUSTOMER'S behalf including for transport fees from the Bandwidth Service Provider.

5. LEVEL OF SERVICE

VENDOR will provide the Service as specified in the Schedule on a 24-hour-per-day, 7-day-per-week basis and in a manner consistent with industry practice in the Northwest Ohio area.

6. MAINTENANCE

VENDOR shall be responsible for the maintenance of the VENDOR-owned network and Service equipment as part of the provision of Service. VENDOR and its agents shall have the right at any time during normal business hours to enter Customer's premises (and complying with Customer's visitors policy) for the purpose of inspecting the Service Equipment or testing Services and shall be given free access thereto and afforded necessary facilities for the purpose of inspecting and testing the Services and Vendor-owned on-premises equipment utilized for the provision of the Service (hereinafter "Service Equipment"). VENDOR shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by VENDOR or to repair damage or interruptions caused by the Customer or Customer's equipment.

7. FACILITIES AND EQUIPMENT

The CUSTOMER shall provide, at its sole cost and expense (a) clean and cleared space at the point of presence in its building as VENDOR may reasonably require for Service Equipment, which space shall be moisture-free and protected from water and have environmental conditions within the limits specified by the manufacturer of the Service Equipment, (b) a separate, dedicated, appropriately fused AC power circuit meeting the limits as specified by the Service Equipment manufacturer for each power supply (the cost of electricity required for the Service Equipment shall be paid by the CUSTOMER as partial consideration for VENDOR's services provide hereunder), (c) through, raceway, conduit or other cable, National Electrical Code, and all other pertinent local, state and federal regulations, (d) space and facilities for installation activities in such condition so as not to be hazardous to the personnel hired by VENDOR for that purpose and their equipment and (e) reasonable security and protection for the Service Equipment on its property. The initiation of Service by VENDOR or the location of VENDOR'S equipment in CUSTOMER'S facilities shall not be deemed an acceptance of CUSTOMER'S facilities.

8. TITLE AND OWNERSHIP

Title to the Service Equipment shall irrevocably and under all circumstances remain with VENDOR and its designee, and the Customer will protect VENDOR's rights, title and interest therein against all persons. The Customer's interest in the Services and Service Equipment is limited to possession and use thereof on the premises. At any time, VENDOR may affix to the Service Equipment, dry labels or other markings supplied by VENDOR identifying the Service Equipment as owned by VENDOR. VENDOR may cause this Agreement or any financing statement showing VENDOR's interest in the Services and Service Equipment to be filed and recorded to perfect its interest herein.

9. STANDARD OF SERVICE

In order to offer the best service possible to all its CUSTOMERS, VENDOR may, from time to time, make changes in the rules of operation, languages, schedules, devices, equipment, storage facilities, identification codes and procedures, and other elements that are involved in the services referenced herein.

10. HAZARDOUS SUBSTANCES

Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where VENDOR is to perform services under this Agreement. If during such performance VENDOR employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. VENDOR may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and VENDOR. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle VENDOR to terminate this Agreement without further liability. If VENDOR so terminates, Customer shall reimburse VENDOR for expenses incurred in performing this Agreement until termination.

11. FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

12. LIMITATION OF LIABILITY

The following provisions define VENDOR's entire liability with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; with respect to any errors, omissions or negligence of CUSTOMER, its personnel, employees, agents or users; and any representations, statements, or tortious act or omission including negligence or gross negligence arising under or in connection with this Agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default"). VENDOR shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation), including loss of profits, goodwill, revenue, data, or use, incurred by CUSTOMER or by any third party whether in an action in contract or tort, even if such damages were foreseeable or VENDOR had been advised of the possibility of such damages. VENDOR, from time to time, will be requested to provide consultation related to Service described within this Agreement. VENDOR will use reasonable efforts in this regard. CUSTOMER acknowledges and agrees that the limitation of liability shall apply to such consultation. Without derogating from the other provisions of this section and this Agreement, VENDOR'S liability for damages for breach of this Agreement shall in no event exceed the amounts received by VENDOR under this Agreement.

CUSTOMER understands and agrees that VENDOR will exercise no control over the information that CUSTOMER and users may transmit and access as a result of the provision of Services by VENDOR; other than security measures included in the standard configuration of VENDOR'S Service. CUSTOMER further understands and agrees that the Internet, by its nature, is an open portal of content and material, some of which may be inappropriate for school-aged students. CUSTOMER, therefore, will make no claim against VENDOR, regarding the use of the Service by CUSTOMER OR CUSTOMER'S USERS, including transmission, accessing downloading or uploading of information that is offensive, inappropriate for minors, a violation of local, state, federal or international law or regulation or the violation of the rights, including but not limited to copyright, patent or trademark, of a third party.

To the extent that CUSTOMER, either directly or through its agents, permits student access to the Internet through VENDOR'S Service, CUSTOMER assumes full responsibility and agrees to hold VENDOR for any and all access to and usage of information contained on the Internet.

CUSTOMER AGREES TO INDEMNIFY AND HOLD VENDOR, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT, TRADEMARK, PATENT, DATA AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF VENDOR'S NETWORK.

13. INSOLVENCY

Either party may terminate this Agreement by notice, in writing, if the other party admits insolvency, makes assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of its assets.

14. USER ACCESS AND SECURITY

If appropriate, VENDOR will assign CUSTOMER identification codes, account numbers, and any other mandatory access feature(s) required to gain access to the Services described on the attached Schedules. VENDOR will engage in commercially reasonable efforts to safeguard CUSTOMER'S files or data placed in computer storage units to the same extent that VENDOR safeguards similar stored data of its own.

CUSTOMER may use such optional entry or file passwords or other codes and/or sequences as are permitted by the system. However, CUSTOMER is solely responsible for their use. VENDOR has no obligation to furnish information about them or to reconstruct files or data as a result of such use.

CUSTOMER will be responsible for all usage incurred on its identification codes and/or account numbers, according to the accounting method in use for the service(s) or access provided.

CUSTOMER agrees that it and its employees, students and/or guests ("CUSTOMER'S Users") will not use any services under this Agreement in connection with any illegal purpose or activity. CUSTOMER further agrees that its use and that of CUSTOMER'S Users will be in accordance with VENDOR'S conditions, rules, recommended Acceptable Usage Policy, and regulations as specified by manuals, User Guides, memoranda, or other means either supplied or made available to CUSTOMER. CUSTOMER will use its best efforts to inform CUSTOMER'S Users

of these conditions, rules and regulations, and CUSTOMER will take actions, in cooperation with VENDOR staff, to enforce compliance with those conditions, rules and regulations.

VENDOR agrees to engage in good faith efforts not to disclose any materials, information, or other data relating to the operation of CUSTOMER, to other individuals, CUSTOMERS, or governmental agencies, without prior consent from CUSTOMER, except as may be required by law.

All stored data shall remain the property of CUSTOMER. In the event this Agreement is terminated, VENDOR agrees to return all available data to CUSTOMER or to destroy it within thirty-days (30).

Although VENDOR does not have a duty to monitor the transmissions of CUSTOMER or CUSTOMER'S Users, it shall not be prohibited from so monitoring.

15. WARRANTIES AND REPRESENTATIONS

CUSTOMER warrants that it will only utilize the Service for educational or educational-related activities on its premises.

CUSTOMER acknowledges that the Service may be delivered through a shared Internet network to the extent permitted by law. Where the Service provided includes access to the Internet, VENDOR does not warrant the functions of the Internet will meet any specific CUSTOMER or user requirements, or that the Service provided will be error-free or uninterrupted.

VENDOR makes no representations or warranties to CUSTOMER regarding the accuracy or appropriateness of any information contained in the interconnected systems of the Internet.

16. CUSTOMER CONTACTS

At the commencement of the Agreement, Customer shall identify up to three individuals, subject to change at the discretion of Customer upon prior written notice to Vendor, authorized to contact Vendor or its subcontractors regarding support of the Service. Customer contact with Vendor regarding support of the Service shall be limited to such authorized individuals.

17. NOTICES

All notices shall be in writing and shall be delivered either: (1) by hand, (2) via overnight express carrier, (3) via facsimile (with confirmation of receipt obtained by sending party), or (4) by registered or certified mail, return receipt requested, postage prepaid, addressed to:

Vendor:
NBEC/NWCCA
209 Nolan Parkway
Arohbold, OH 43502
Facsimile: 419.267.5248

Customer:
Strongsville City Schools
20025 Lunn Road
Strongsville, OH 44136
Facsimile:

18. GENERAL

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representative.


Waiver; Modifications. This Agreement may not be released, discharged, changed or modified in any manner, except in writing signed by both parties, and specifying with particularity the nature and extent of such waiver.

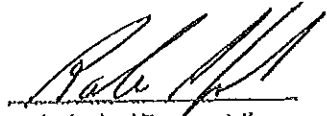
Severability. If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Entire Agreement. This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

Compliance with Law. Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement.


Strongsville City Schools
Treasurer


Authorized Representative
Northern Buckeye Education Council

George K. Anagnostou
Printed Name

Robin Pfund
Printed Name

Treasurer
Title

Treasurer
Title

2/4/2016
Date

2-4-16
Date

SCHEDULE 1

This Schedule is hereby made part of the Internet access service agreement (the "Agreement") entered into between NBBC/NVOCA and Strongsville City Schools on _____.

VENDOR will render a minimum of 1,000 MB of basic conduit access to the Internet for the period of the Agreement as indicated below. Customer may seek increased support, via a written request to VENDOR, in accordance with Chart A.

The minimum charges and service levels for basic conduit access to the Internet for the period of the Agreement are indicated below.

Connection costs on increased bandwidth speeds are shown below in Chart A.

CHART A

eRate Eligible Services PLEASE INDICATE BELOW THE LEVEL OF SERVICE ELECTED

	Bandwidth Circuit Provider Rate/Year	eRate Eligible Transport/Interface Fees COST PER CONNECTION PROVISION	
		Annual	Monthly
X	1000MB	\$42,244	\$3,520.33

Note to Chart A: The cost of transport from the Bandwidth Service Provider may vary. Any changes to the transport cost will be passed through directly to the Customer.

As a reminder, this Agreement is not contingent upon approval for E-rate funding.

Optional -- eRate Ineligible Services -- PLEASE INDICATE SERVICE ELECTED.

Mark Elected Service Offering	Service Description	Annual Fee
	eMail 1 - 500 accounts	\$100.00
	eMail Over 500 Accounts	\$250.00
X	Content Filtering \$.70 per ADM	\$ 3,772.30