

**STRONGSVILLE BOARD OF EDUCATION
SEPTEMBER 16, 2021
REGULAR MEETING**

The Regular Meeting of the Strongsville Board of Education and any other items germane to the Board of Education was called to order at 7:00 p.m. on Thursday, September 16, 2021, at the **Administration Building, Meeting Room, 18199 Cook Avenue, Strongsville, Ohio**, by President, Richard O, Micko.

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

The following Board Members answered Roll Call: Mrs. Bissell, Mrs. Buckner-Sallee, Mrs. Housum, Mr. Krupinski, and Mr. Micko.

Others present were: Dr. Cameron Ryba, Superintendent; Mr. George Anagnostou, Treasurer; Ms. Jenni Pelko, Assistant Superintendent; Mr. Dave Binkley, Director of Technology; Mr. Stephen Breckner, Operations Manager, Ms. Erin Green, Director of Curriculum, and Mr. Andy Trujillo, Director of Student Services.

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

PLEDGE OF ALLEGIANCE

DISTRICT GOALS

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

Mr. Micko highlighted Food Services. The high school broke a record by serving 1,011 lunches to high school students. Due to the pandemic, breakfast and lunch are free to students this year.

PUBLIC COMMENT

Mr. Kevin Hantak, Ms. Jess Cozza, and Ms. Vanessa Smith-Whitford spoke asking the Board and Administration to mandate universal masking for all staff and students at all the schools. Ms. Smith-Whitford also read a letter from a parent who could not attend the meeting due to having COVID. This parent's letter also asked for universal masking.

Ms. Bonnie Thoennes commented about the District's plan for new construction. She commented on school levies and the District's teacher pay schedule.

RECOGNITION

No recognitions.

APPROVAL OF MINUTES

21-09-13 Moved by Mrs. Housum to approve the minutes of the August 5, 2021 Regular Board of Education Meeting, August 19, 2021 Regular Board of Education Meeting, and August 21, 2021 Special Board of Education Meeting Executive Session. All district video and audio recordings will be a permanent part of the minutes, seconded by Mr. Krupinski and approved on a roll call vote as follows:

Mrs. Housum, yes; Mr. Krupinski, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 5-0

TREASURER'S REPORT

A. Financial Report for Month Ending August 31, 2021

The Financial Report was pulled from the agenda. It will be presented at the Special Meeting on September 23, 2021.

B. FY22 Permanent Appropriations

The Permanent Appropriations was pulled from the agenda. It will be presented at the Special Meeting on September 23, 2021. The temporary budget is good until September 30, 2021.

C. Student Activity Program Budgets and Purpose and Goals for FY22

The Student Activity Program Budgets and Purpose and Goals were pulled from the agenda. They will be presented at the Special Meeting on September 23, 2021.

***D. Grant Approval**

Resolution 21-09-14

Be it resolved upon the recommendation of the Treasurer that the following Grant be approved for FY22:

<u>Grant</u>	<u>Fund/SCC</u>	<u>Amount</u>
SEF MS – Building Thinking Mathematics Classrooms Cohort Grant	019-9915	\$12,300

E. Resolution Approving an Exemption from Real Property as Provided in RC 5709.78 and a Compensation Agreement Executed in Connection with the Development of Certain Property in the Township of Columbia

21-09-15 Moved by Mrs. Housum that a Resolution approving an Exemption from Real Property as provided in RC 5709.78 and a Compensation Agreement executed in connection with the development of certain property in the Township of Columbia be approved as described in Exhibit D, seconded by Mr. Krupinski and approved on a roll call vote as follows:

Mrs. Housum, yes; Mr. Krupinski, yes; Mrs. Bissell, yes;
Mrs. Buckner-Sallee, yes; Mr. Micko, yes.
Motion carried 5-0

(Exhibit D)

Mr. Anagnostou shared background information.

SUPERINTENDENT'S REPORT

A. SUPERINTENDENT

Dr. Ryba shared an update on factors that are considered when making masking decisions for the District.

1. Factors for PreK-5 Masking Decisions - Based on local data, the following factors are considered when making masking decisions for PreK-5 buildings:

- Is there a cluster? (classroom, grade level, building)
- In what grades?
- What is learned through contact tracing? – Internal and External

SUPERINTENDENT'S REPORT (continued)

A. SUPERINTENDENT (continued)

2. Factors for Grades 6-12 Masking Decisions - Based on local data, the following factors are considered when making masking decisions for the High School and Middle School:

- What is the prevalence of COVID cases and quarantines?
- What have we learned through contact tracing? – Internal and External

3. Why Masking; Why Not Masking

Masking is implemented when there is an increase in quarantines and/or COVID cases. Dr. Ryba explained the reason for making a decision for masking is to keep students in school by reducing quarantines. He explained why universal masking is not mandated for everyone in the District. Dr. Ryba shared data from the past three weeks at the high school. He sends out a communication weekly to keep the parents and students updated as to the number of quarantines and isolations at the high school. Dr. Ryba recommended to the Board that masks continue to be a recommendation and not required at this time based on the significant decrease in data trends.

4. Next Steps for SHS

- Sustained improvement in COVID cases and quarantines - Although masks are recommended but not required, if there is an uptick in local data trends, instead of a two week notice, Dr. Ryba has the authority to enact mandatory masking when necessary.
- Dr. Ryba spoke in detail regarding student attendance requirements and clarity in expectations for healthy students in quarantine.
- Also discussed was - Sustained improvement in student behavior, and
- Additional support for contact tracing.

5. For all students – Continued investigation into quarantine options that keep students, staff, and our community safe, healthy and in school. Dr. Ryba shared information from a meeting he attended today with the Superintendent from Warren County who has reached out to the Ohio Department of Health asking for relief from the quarantine rules.

Dr. Ryba and Ms. Pelko answered questions from the Board.

B. BUSINESS SERVICES

*1. Bus Routes and Stops

Resolution 21-09-16

Be it resolved upon the recommendation of the Superintendent that all bus routes and bus stops presented by the Transportation Department for the 2021-2022 school year be approved and that the Operations Manager and the Supervisor of Transportation be authorized to adjust the routes and stops as necessary during the school year.

*2. Gifts

Resolution 21-09-17

St. Joseph Catholic Church donated gift cards totaling \$985.00 to Whitney Elementary School to be used for school supplies and clothing items for students in need.

SUPERINTENDENT'S REPORT (continued)

B. BUSINESS SERVICES (continued)

***2. Gifts** (continued)

The local Books-A-Million at SouthPark Mall facilitated a summer book drive culminating in the donation of \$2,500.00 worth of books to be distributed District-wide.

Ms. Gail Trimper donated a keyboard, valued at \$700.00, to the Whitney Elementary School Music Department.

Hirt's Flowers donated name tag magnets to Strongsville High School MI classrooms for use by students wearing name tags during coffee service.

C. CURRICULUM

***1. Amendment to Apex Learning Digital Curriculum Solutions Client Agreement**

Resolution 21-09-18

Be it resolved upon the recommendation of the Superintendent that Amendment One to Client Agreement between Apex Learning Digital Curriculum Solutions and Strongsville City School District be approved as presented. This Amendment is to extend the term through August 31, 2022.

(Exhibit E)

***2. Student Teacher Affiliation Agreement**

Resolution 21-09-19

Be it resolved upon the recommendation of the Superintendent that the Affiliation Agreement between Capital University and Strongsville City School District be approved as presented.

(Exhibit F)

D. STUDENT SERVICES

No items to report.

E. HUMAN RESOURCES

***1. Reduction in Force – Non-Certificated (006-Food Services)**

Resolution 21-09-20

Be it resolved upon recommendation of the Superintendent that the following non-certificated employee be Reduced in Force for a period of thirty-six (36) months in accordance with Article 13 of the Negotiated Agreement between the Board of Education and the Ohio Association of Public School Employees, Locals 028 and 290, as a result of a return from an unpaid medical leave of absence. Effective August 13, 2021.

Kris Koechling, Cafeteria Cook, assigned to Strongsville High School, from 6.75 hours per day, 191 days per year to 5.0 hours per day, 191 days per year.

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

***2. Resignations – Non-Certificated (001-General Fund) (006-Food Services)**

Resolution 21-09-21

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

Lori Deertz, Monitor, assigned to Muraski Elementary. Effective August 21, 2021.

Theresa DiSanto, Monitor, assigned to Surrarrer Elementary. Effective August 16, 2021.

Sally Matlock, M/M Aide, assigned to Muraski Elementary. Effective August 31, 2021.

Marissa Olesick, Secretary, assigned to Chapman Elementary School. Effective September 10, 2021.

Judy Vanderwyst, Monitor, assigned to Muraski Elementary. Effective August 16, 2021.

Sarah Zurowski, Cafeteria Cook, assigned to Strongsville High School. Effective August 12, 2021.

***3. Appointment – Non-Certificated (006-Food Services)**

Resolution 21-09-22

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

Dina Halaa, Cafeteria Hourly, 2 hours per day, 189 day per year. Salary to be step A at \$15.38 per hour. Effective September 7, 2021. Replacement for Vera Dezhnyuk.

Appointment – Administrative Substitute (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following personnel be hired as an elementary and middle school administrative substitute. Salary to be at \$408.54 per diem. Effective September 20, 2021.

Judith Myers

Appointments – Certificated Substitutes (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired as substitutes for the 2021-2022 school year. Salary per the substitute salary schedule. Be it further resolved that these limited contracts be non-renewed for the 2022-2023 school year and that, to comply with Ohio Revised Code, Section 3319.11, the required written notification of the intention to non-renew be included in the limited contract. Effective August 16, 2021.

Deena Ahmed	Substitute: General Substitute
Ghalib Ali	7-12 SS; General Substitute
Jeanette Bill-Cole	Multi-Age PK-12
Margaret Brown	Multi-Age PK-12
Mary Dadaian	General Substitute; Testing Consultant
Jeffrey Eicher	7-12 PE; General Substitute
Matthew Gedeon	7-12 SS; General Substitute
David Guseman	Multi-Age PK-12

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

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

Stanley Iddings	Substitute: General Substitute
Nancy Sender	Multi-Age PK-12
Rebecca Suminguit	Multi-Age PK-12
John Teubert	Multi-Age 7-12

Appointments – Non-Certificated Substitutes (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following non-certificated personnel be hired as substitutes for the 2021-2022 school year. Salary to be per the non-certificated substitute schedule. Effective August 16, 2021.

Rozette Abdalmalek	Special Education Aide
Dexter Albietz	Custodian
Joseph Borovicka	Bus Driver
Steven Burke	Custodian
Anthimon Ebrahim	Monitor
Daniel Kurtz	Custodian
Sally Matlock	Monitor, Special Education Aide,
Linda Raper	Custodian
Nancy Sender	Bus Aide, Media, Monitor, Special Education Aide
Matthew Shoaff	Bus Aide, Bus Driver
Lori Silvis	Clerical, Monitor, Special Education Aide

Appointments – Home Instruction Tutors (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that the following personnel be approved as home instruction tutors for the 2021-2022 school year, salary to be \$26.52 per hour:

Tara Brzuski	Michele Mudryk
Nancy Chase	Kelly Peskura
Cynthia Daniels	Alison Rafter
Brian Edmonds	Michael Rodak
Mary Giaimo	Brittany Sermak
Suzette Hosier	

Appointments – Certificated – Supplemental Contracts – Prorated (001-General Fund) (507-ESSER Fund)

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be hired for the 2021-2022 school year. Be it further resolved that these limited contracts be non-renewed for the 2022-2023 school year and that, to comply with Ohio Revised Code, Section 3319.11, the required written notification of the intention to non-renew be included in the limited contract. Salary to be prorated.

Timothy Doyle	Intramurals, Whitney Elementary
Jessica Frenchik	.5 Tech Club, Kinsner Elementary
Brittany Sermak	.5 Tech Club, Kinsner Elementary

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

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

Resolution 21-09-23

Be it resolved upon the recommendation of the Superintendent that the following non-certificated changes in hours be approved. Effective August 16, 2021.

Maureen Albeitz	From 6.20 hours per day 189 days per year, plus 2 hours per day 154 days per year to 8 hours per day 189 days per year
Margaret Berk	From 4.88 hours per day to 5.08 hours per day
Mary Ellen Blankenship	From 5.12 hours per day to 5.0 hours per day
Annette Bokar	From 5.38 hours per day to 5.25 hours per day
Tonya Burke	From 5.0 hours per day to 4.92 hours per day
Jill Bush	From 5.80 hours per day, plus 2 hours per day 154 days per year to 5.83 hours per day 189 days per year
Linda Cancelliere	From 5.43 hours per day to 5.5 hours per day
Raymond Chipgus	From 5.17 hours per day to 5.5 hours per day
Lori Deertz	From 5.27 hours per day to 7.92 hours per day
Theresa Disanto	From 5.53 hours per day to 7.83 hours per day
Karen Figush	From 5.78 hours per day to 5.83 hours per day
Elizabeth Goins	From 5.40 hours per day to 5.42 hours per day
Paul Harris	From 5.27 hours per day to 5.33 hours per day
Michael Hicar	From 5.42 hours per day to 5.5 hours per day
Cathy Hoang	From 5.0 hours per day to 5.09 hours per day
Debra Horvath	From 7.47 hours per day to 7.58 hours per day
Iris Jones	From 7.85 hours per day to 7.58 hours per day
Brett Jorgensen	From 4.97 hours per day to 5.0 hours per day
Rohoni Jorgensen	From 4.77 hours per day to 5.0 hours per day
Bettina Kaplan	From 7.00 hours per day 189 days per year to 5.08 hours per day 189 days per year plus 2.17 hours per day 154 days per year
Tamara Kerr	From 4.95 hours per day to 5.34 hours per day
Theresa Kimmick	From 5.32 hours per day to 5.25 hours per day
Penny Kurowski	From 4.93 hours per day to 5.25 hours per day
Karen Lawrence	From 7.30 hours per day to 7.58 hours per day
David Leisinger	From 4.43 hours per day to 5.5 hours per day
Raymond Lewis III	From 5.27 hours per day to 5.33 hours per day
Connie Lumsden	From 7.35 hours per day to 7.25 hours per day
Robert Mahoney	From 4.90 hours per day to 4.75 hours per day
Kimberly Malcuit	From 5.28 hours per day to 5.25 hours per day
Kimberly Mansell	From 7.38 hours per day to 7.42 hours per day
Julie McGivern	From 5.42 hours per day to 5.17 hours per day
Deborah Mendek	From 4.72 hours per day to 4.92 hours per day
Kathleen Mikolajczyk	From 5.42 hours per day to 5.41 hours per day
Janet Neal	From 5.22 hours per day to 4.83 hours per day
Faith Paliwoda	From 7.10 hours per day 189 days per year to 5.40 hours per day 189 days per year plus 2 hours per day 154 days per year
Mary Pawlowski	From 5.55 hours per day to 5.91 hours per day
Ann Plitt	From 5.87 hours per day to 5.83 hours per day

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

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

Kimberly Regan	From 4.32 hours per day to 5.42 hours per day
Cheryl Richardson	From 4.77 hours per day to 4.75 hours per day
Arlan Rohrbach	From 5.43 hours per day to 5.5 hours per day
John Seitz	From 7.73 hours per day to 7.83 hours per day
Cheryl Shrenkel	From 5.85 hours per day to 5.75 hours per day
Amy Sloan	From 4.20 hours per day to 5.33 hours per day
Laura Snowberger	From 5.80 hours per day 189 days per year plus 2 hours per day 154 days per year to 5.25 hours per day 189 days per year plus 2 hours per day 154 days per year
Stephanie Stewart	From 4.40 hours per day to 4.58 hours per day
Kimberly Stradtman	From 5.08 hours per day to 5.17 hours per day
James Thompson	From 5.18 hours per day to 5.25 hours per day
Carol Timko	From 5.72 hours per day to 5.75 hours per day
Judy Vanderwyst	From 5.32 hours per day to 5.42 hours per day 189 days per year, plus 2 hours per day, 154 days per year
Daniel Vining	From 4.48 hours per day to 5.25 hours per day
Keenya Wheeler	From 4.38 hours per day to 4.66 hours per day
Cynthia Wilson	From 8.0 hours per day to 7.35 hours per day
Mark Wyler	From 4.57 hours per day to 4.59 hours per day
Douglas Yanus	From 4.43 hours per day to 4.58 hours per day

***5. Change in Status – Certificated (001-General Fund)**

Resolution 21-09-24

Be it resolved upon the recommendation of the Superintendent that the following certificated full time equivalent be changed for the 2021-2022 school year:

Jena Skinner From .5 FTE–184 days per year to 1 FTE-116 days per year – One year only

Changes in Status – Non-Certificated (001-General Fund) (006-Food Services)

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

Tonya Burke, from Monitor, assigned to Strongsville High School, 3 hours per day to Monitor, assigned to Muraski Elementary, 2 hours per day. No change to days per year or hourly rate. Effective August 31, 2021. Replacement for Carrie Hudson.

David Hastings, from Events Custodian, assigned to Strongsville High School, 8 hours per day, to Custodian 3rd shift, 8 hours per day, assigned to Strongsville High School. Effective August 31, 2021. Replacement for Zachary Hodge.

Zachary Hodge, from Custodian, assigned to Strongsville High School, 8 hours per day 3rd shift to Custodian, assigned to Strongsville Middle School, 8 hours per day 2nd shift. No change to days per year or hourly rate. Effective August 24, 2021. Replacement for Bonnie Schaffer.

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

***5. Changes in Status – Non-Certificated (001-General Fund) (006-Food Services)** (continued)

Carrie Hudson, Monitor, assigned to Muraski Elementary, from 2 hours per day to 2.5 hours per day. No change to days per year or hourly rate. Effective August 19, 2021. Replacement for Lori Deertz.

Siobhan Kurtz, from Monitor, assigned to Kinsner Elementary, 2 hours per day to Monitor, assigned to Whitney Elementary, 2 hours per day. No change to days per year or hourly rate. Effective September 2, 2021. Replacement for Michelle Kuznik.

Michelle Kuznik, from Monitor, assigned to Whitney Elementary, 2 hours per day to Cafeteria Hourly, assigned to Whitney Elementary, 3.5 hours per day. No change to days per year, salary to be \$17.33 per hour. Effective August 31, 2021. This is a new position.

Linda Mraz, from M/M Aide, assigned to Kinsner Elementary, 6 hours per day to M/M Aide, assigned to Muraski Elementary, 6 hours per day. No change to days per year or hourly rate. Effective August 1, 2021. Replacement for Sally Matlock.

Heather Mudra, from M/I Aide, assigned to Strongsville Middle School, 6 hours per day, 189 days per year to M/I Aide with RBT Certification, assigned to Surrarer, 6 hours per day, 189 days per year. No change to hourly rate (pending RBT certification). Effective August 16, 2021. Replacement for Tami Whipkey.

Janet Neal, Cafeteria Hourly, assigned to Muraski Elementary, from 2.5 hours per day to 3 hours per day. No change to days per year or hourly rate. Effective August 23, 2021.

Julie Niewiadomski, from Cafeteria Hourly, assigned to Strongsville Middle School, 3.25 hours per day to Cafeteria Hourly, assigned to Strongsville Middle School, 4 hours per day. No change in hourly rate or days per year. Effective August 23, 2021. Replacement for Stephania Pivovar-Wagner.

Mary Pawlowski, from Bus Driver, 2.0 hours per day, 154 days per year to Bus Aide, 2.0 hours per day, 154 days per year. Salary to be \$21.35 per hour. Effective August 24, 2021.

Kimberly Stradtman, from Bus Aide, 2 hours per day, 154 days per year to Bus Driver, mid-day route, 2.17 hours per day, 189 days per year. Salary to be \$25.99 per hour. Effective August 16, 2021. Change due to annual route bidding.

Kimberly Stradtman, from Bus Driver, 2.17 hours per day, 189 days per year to Bus Aide, 2.0 hours per day, 154 day per year. Salary to be \$18.98 per hour. Effective August 24, 2021.

Kyle Veris, from Monitor, assigned to Chapman Elementary, 2 hours per day to Monitor, assigned to Strongsville High School, 3 hours per day. No change to hourly rate or days per year. Effective August 24, 2021. Replacement for Mel Davis.

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

***6. Educational Upgrades (001-General Fund) (507-ESSER Fund)**

Resolution 21-09-25

Be it resolved upon the recommendation of the Superintendent that the salary of the following administrative personnel be upgraded due to submission of grades:

Michael Griffen	From MA to MA 15
Eric Kassel	From MA 15 to MA 30
Lauren Scotta	From MA 15 to MA 45

Be it resolved upon the recommendation of the Superintendent that the salary of the following leadership personnel be upgraded due to the submission of transcripts per the Leadership Handbook:

Kathy Starek	\$1,500.00
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Be it resolved upon the recommendation of the Superintendent that the salary of the following certificated personnel be upgraded due to submission of grades:

Brad Aurand	From MA 30/13 to MA 50/13
Stacy Baker	From MA 15/20 to MA 30/20
Ashley Baldyga	From MA /9 to MA 15/9
Erin Barrett	From BA 30/3 to MA /3
Allison Benson	From BA 15/4 to MA /4
Sylvia Bergmann	From BA /0 to MA 30/5
Sean Black	From BA /8 to BA 15/8
Lisa Bluemel	From MA 15/14 to MA 30/14
Evelyn Bravo	From BA /0 to BA /1
Monica Cooney	From BA /7 to BA 15/7
Cynthia Daniels	From MA 30/20 to MA 50/20
Courtney Davian	From BA /0 to BA 30/3
Michele Delahunty	From BA /0 to BA 15/5
Mark Demmerle	From MA 15/20 to MA 30/20
Allison DeVore	From BA /6 to BA 15/6
Kelly DuPlaga	From MA /5 to MA 15/5
Marie Dykstra	From BA /0 to BA /1
Julie Fadenholz	From BA /0 to MA 30/0
Rachel Flynn	From BA /2 to BA 30/2
Kristen Gerber	From MA /7 to MA 15/7
Katherine Glueck	From BA 15/4 to MA /4
Emily Gundert	From BA /0 to MA 30/5
Joshua Hanes	From BA /7 to BA 15/7
Paula Hartsough	From MA /13 to MA 15/13
Dan Hogan	From MA /20 to MA 15/20
Alyssa Hoslar	From MA /11 to MA 15/11
Chelsy Kearney	From BA /0 to MA /0
Melissa King	From BA /6 to BA 15/6
Samuel Lawrence	From MA /6 to MA 15/6

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

***6. Educational Upgrades (001-General Fund) (507-ESSER Fund)** (continued)

Allison Lebo	From BA 15/3 to BA 30/3
Brittany Leonard	From BA 15/3 to MA /3
John Lipowski	From MA 15/20 to MA 30/20
Megan Marlette	From MA 15/10 to MA 30/10
Jeffrey Martinelli	From MA /10 to MA 15/10
Mike Misencik	From MA /16 to MA 15/16
Melissa Moon	From MA /7 to MA 15/7
Michele Mudryk	From BA 30/10 to MA /10
Jenna Naymik	From MA /2 to MA 30/2
Steve Owens	From MA /13 to MA 15/30
Christine Pasko	From MA 30/19 to MA 50/19
Stacy Pietrocini	From MA 15/8 to MA 30/8
Ronetta Rafeld	From MA 15/20 to MA 30/20
Kelly Rose	From MA 30/14 to MA 50/14
Holli Ruman	From BA /6 to BA 30/6
Megan Sanniti	From BA /0 to BA /5
Jeanine Scally	From BA /0 to MA 50/7
Emily Schaefer	From MA /14 to MA 15/14
Brittany Sermak	From MA /8 to MA 15/8
Michelle Smith	From MA 30/14 to MA 50/14
Audrey Smolik	From BA 30/6 to MA /6
Stacy Sokolowski	From MA 30/10 to MA 50 /10
Ashley Swaney	From MA 15/11 to MA 30/11
Kim Taylor	From MA /12 to MA 15/12
Jennifer Tedeschi	From MA 15/9 to MA 30/9
Carolyn VanKerkhove	From MA /7 to MA 15/7
Christine Vish	From MA 30/8 to MA 50/8
Kevin Weir	From MA /10 to MA 15/10
Jennifer Wesolowski	From BA /O to MA /O
Meredith Wise	From MA 15/16 to MA 30/16
Jamie Yonkoff	From MA /12 to MA 15/12
Andrea Zak	From MA 30/12 to MA 50/12

***7. Stipends – Resident Educator Committee (001-General Fund)**

Resolution 21-09-26

Be it resolved upon the recommendation of the Superintendent that a stipend be paid to the following certificated personnel for serving on the Resident Educator Committee for the 2021-2022 school year:

Ian Steffen	15 minutes \$13.30
Andrea Zak	15 minutes \$13.30

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

***7. Stipends – Resident Educator Mentors (001-General Fund)**

Be it resolved upon the recommendation of the Superintendent that the following certificated personnel be approved as Resident Educator Mentors for the 2021-2022 school year. Stipend of \$2,129.00 paid to Mentor per Mentee, and to be prorated.

<u>Mentor</u>	<u>Mentee</u>
Kathleen Amari	Hannah Smith
	Michaela Buckley
Kelly Barrett	Lauren Boros
Lisa Bluemel	Sarah Atakan
Chris Chidsey	Evelyn Bravo
Monica Cooney	Sydney Zoloty
	Alyssa Lance
Laura Gaba	Robert Vitale
Mary Giaimo	Mike Byrne
Traci Harrison	Chloe Nelson
Emily Havel	TJ Lett
Lynn Lawson	Marie Dykstra
Ann McDevitt	Chloe Matson
Carol McKnight	Caitlyn Choe
Missy Novak	All Year 3 Resident Educators
Theresa Novicky	Carson Moore
	Renee Flower
Christina Potter	Chloe Pozderac
Karen Schindler	Cory Maatz
	Olivia Stefanek
Katie Ward	Natalija Buchwald
Megan Wilson	Mary Ortenzi
	McKenna Coyle

Stipends – Technology Coaches (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that a \$1,000.00 stipend be paid to the following certificated personnel for serving as Technology Coaches for the 2021-2022 school year. Stipends to be paid upon completion in the second pay in June 2022.

Leanne Ambroziak	Whitney Elementary
Sean Black	Strongsville High School
Kim Errington	Whitney Elementary
Carla Ganim	Strongsville Middle School
Mary Giaimo	Strongsville High School
Michelle Holland	Surrarer Elementary
Dana Hoopingarner	Surrarer Elementary
Chelsea Koval	Muraski Elementary
Alyssa Lempner	Kinsner Elementary
Jenna Naymik	Strongsville High School
Denise Schrote	Chapman Elementary

SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

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

Brittany Sermak	Strongsville High School
Audrey Smolik	Strongsville Middle School
Ashley Swaney	Strongsville Middle School
Kim Sweigart	Strongsville High School
Brianne Tabar	Chapman Elementary
Kim Taylor	Strongsville Middle School
Jennifer Tedeschi	Muraski Elementary
Kim Williams	Kinsner Elementary

Stipends – Webmasters (001-General Fund)

Be it resolved upon the recommendation of the Superintendent that a \$2,000.00 stipend be paid to the following personnel for serving as Webmasters for the 2021-2022 school year. Stipends to be paid upon completion in the second pay in June 2022.

Mary Arpidone	Chapman Elementary, Kinsner Elementary, Muraski Elementary, Strongsville Middle School
Jennifer Orlosky	Early Learning Preschool, Strongsville High School, Surrarer Elementary, Whitney Elementary

***8. Medical Leaves – Certificated**

Resolution 21-09-27

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

Stacy Boodheshwar (NON-FMLA)	August 20, 2021 – September 23, 2021
Lynn Lawson (FMLA)	August 16, 2021 – Intermittent

Medical Leaves – Non-Certificated

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

Katica Cebula	August 23, 2021 – Intermittent
Brian Gill	September 23, 2021 to January 2, 2022

***9. Unpaid Leave – Certificated**

Resolution 21-09-28

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

Cassidy Arsenault	August 16, 2021 to August 31, 2021
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SUPERINTENDENT'S REPORT (continued)

E. HUMAN RESOURCES (continued)

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

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

Kim Malcuit (NON-FMLA)	August 16, 2021 to November 29, 2021
Bonnie Schaefer	Extension to September 15, 2021
Katherine Swigonski (BWC)	Extension to November 15, 2021

F. TECHNOLOGY

No items to report.

REPORT ON POLARIS CAREER CENTER – Michelle Bissell

Ms. Bissell reported on the Polaris Career Center.

REPORT ON LEGISLATION – Sherry Buckner-Sallee and Richard O. Micko

Mr. Micko shared a brief report on legislation.

BOARD LIAISON REPORTS

A. City Council – Michelle Bissell and Laura Wolfe-Housum
Mrs. Bissell shared a report on City Council. It was a busy month with much to report. Congratulations to Tim Zvoncheck for receiving the All American Post Commander Award, VFW Post 3345. The Silver Sneakers program is coming to the Recreation Center.

B. Strongsville Education Foundation – Richard O. Micko and Laura Wolfe-Housum
Mrs. Housum shared the report for the Education Foundation.

C. Strongsville PTA Council – Sherry Buckner-Sallee
Mrs. Buckner-Sallee reported on PTA Council.

D. OSBA Student Achievement –
Mr. Krupinski shared a report on Student Achievement.

BOARD COMMITTEE REPORTS

A. Finance Committee – Sherry Buckner-Sallee
(Next Meeting: TBA)

B. Policy Committee – Michelle Bissell and Richard O. Micko
(Next Meeting: TBA)
The committee will meet in October.

C. Facilities Committee – Sherry Buckner-Sallee and Laura Wolfe-Housum
(Next Meeting: November 11, 2021; 6:30 p.m.; Administrative Offices)
Ms. Housum shared the Facilities Committee report. The committee met on Thursday, but there were not enough members present for a quorum so an additional meeting will be scheduled prior to Nov. 11th which is the next scheduled meeting date. The meeting notice will be posted as soon as a date is set.

D. Business Advisory Council Committee – Laura Wolfe-Housum
(Next Meeting: TBA)

CONSENT CALENDAR

21-09-29 Moved by Mrs. Housum to approve the Consent Calendar with the removal of Treasurer's Report Items 8A, 8B, and 8C and a correction to 8D changing the grant from the High School to the Middle School, and under the Superintendent's Report corrections to Item 9E6, Christine Pasko's upgrade should be MA 30/19 to MA 50/19 and a correction to Item 9E7, Michael Buckley corrected to Michaela Buckley, seconded by Mr. Krupinski and approved on a roll call vote as follows:

Mrs. Housum, yes; Mr. Krupinski, yes; Mrs. Buckner-Sallee, yes;
Mrs. Bissell, yes; Mr. Micko, yes.
Motion carried 5-0

SUPERINTENDENT'S TIMELY INFORMATION

Dr. Ryba shared some timely information.

- Dr. Ryba shared a list of dates for the upcoming Teacher/Parent conferences.
- Information was shared on how to opt-in to receive text messages from Strongsville City Schools.
- Thank you to the Athletic Boosters for donating funds to allow students to attend HS & MS sporting events free of charge, exclusive of varsity football and basketball games.
- Dr. Ryba reminded the community that students will receive free breakfast and lunch for the 2021-2022 school year, thanks to a continuing USDA initiative.
- A renewal levy will be on the November Ballot; Issue 68 in Cuyahoga County and Issue 42 in Lorain County. This is a renewal – No New Taxes.

BOARD OF EDUCATION / OTHER

Mr. Krupinski commended the District's four National Merit Scholarship finalists: Benjamin Hawke, Jacob Huber, Kristin Johnson, and Cole Smith – Congratulations!

MEETING NOTIFICATION

A Special Board of Education Meeting – Special Meeting and Retreat will be held Thursday, September 23, 2021, 6:30 p.m. in the Board Room at Polaris Career Center, 7285 Old Oak Boulevard, Middleburg Heights, Ohio.

A Regular Board of Education Meeting – Work Session will be held Thursday, October 7, 2021, 7:00 p.m. in the Meeting Room of the Administration Building, 18199 Cook Avenue, Strongsville, Ohio.

A Regular Board of Education Meeting will be held Thursday, October 21, 2021, 7:00 p.m. in the Meeting Room of the Administration Building, 18199 Cook Avenue, Strongsville, Ohio.

EXECUTIVE SESSION

21-09-30 Moved by Mrs. Housum to enter into Executive Session to consider the employment of a public employee, and to consider matters required to be kept confidential by law, seconded by Mr. Krupinski and approved on a roll call vote as follows:

Mrs. Housum, yes; Mr. Krupinski, yes; Mrs. Buckner-Sallee, yes;
Mrs. Bissell, yes; Mr. Micko, yes.
Motion carried 5-0

Entered into Executive Session at 8:30 p.m.

Resumed public session at 9:09 p.m.

ADJOURNMENT

21-09-31 Moved by Mrs. Housum to adjourn the Strongsville Board of Education Regular Session, seconded by Mr. Krupinski and approved on a roll call vote as follows:

Mrs. Housum, yes; Mr. Krupinski, yes; Mrs. Buckner-Sallee, yes;
Mrs. Bissell, yes; Mr. Micko, yes.
Motion carried 5-0

Meeting adjourned at 9:10 p.m.

Richard O. Micko, President

George K. Anagnostou, Treasurer

EXHIBIT A

TREASURER'S
FINANCIAL REPORT
FOR MONTH ENDING
AUGUST 31, 2021

(SEPARATE HANDOUT)

EXHIBIT B

FY 22
PERMANENT APPROPRIATIONS

(SEPARATE HANDOUT)

EXHIBIT C

STUDENT ACTIVITY PROGRAM
BUDGETS AND PURPOSE AND
GOALS FOR FY22

(SEPARATE HANDOUT)

Resolution No. _____

TITLE: A RESOLUTION APPROVING AN EXEMPTION FROM REAL PROPERTY AS PROVIDED IN R.C. 5709.78 AND A COMPENSATION AGREEMENT EXECUTED IN CONNECTION WITH THE DEVELOPMENT OF CERTAIN PROPERTY IN THE TOWNSHIP OF COLUMBIA

The Board of Education of the Strongsville City School District ("Strongsville School District") at its regularly scheduled meeting on the _____ day of _____, 2021, with the following members present:

_____ moved the adoption of the following resolution:

WHEREAS, the County of Lorain, Ohio (the "County"), under the authority of Ohio Revised Code ("R.C.") Section 5709.78, et. seq. (the "TIF Statutes"), adopted Resolution Numbers 20-843, 20-844 and 20-845 (each a "2020 TIF Resolution"; and collectively, the "2020 TIF Resolutions") on December 16, 2020, pursuant to which the County has, among other actions: (i) created, and declared certain real property to be part of, incentive districts, specifically Incentive District 1, Incentive District 2 and Incentive District 3 (as each defined in the respective 2020 TIF Resolution; such incentive districts are sometimes collectively referred to herein as the "Incentive Districts"), each of which are depicted on the Incentive District map set forth on Exhibit A attached hereto, consisting, in part, of the real property identified by the original permanent parcel numbers listed on Exhibit B, Exhibit C, and Exhibit D, incorporated by reference; (ii) declared seventy-five percent (75%) of the increase in the assessed value of the real property within the Incentive Districts to be a public purpose and exempt from real property taxation (the "Original TIF Exemption") for a period of 10 years, each commencing as described in the respective 2020 TIF Resolution (each such 10-year period of time, as applicable, the "Original TIF Term"); (iii) provided for payments in lieu of taxes by the current and future owners of the property within the Incentive Districts, as an obligation running with the land for the Original TIF Term; and (iv) from the payments in lieu of taxes and other sums defined in the 2020 TIF Resolutions, authorized the payment of the costs of certain public infrastructure improvements and financing costs thereof; and

WHEREAS, EWGC Development Group LLC ("EWGC Developer") owns or owned real property comprising the original permanent parcel numbers listed on Exhibit B, attached hereto and incorporated by reference, upon which EWGC Developer intends to

develop approximately 587 new single-family homes, which parcels are designated as EWGC Developer Parcels (the "EWGC Developer Parcels"); and

WHEREAS, the County and EWGC Developer entered into a TIF Agreement (as adopted by the County in Resolution 20-846) relating to the EWGC Developer Parcels (collectively, the "EWGC TIF Project Area") where EWGC Developer will make or cause to be made improvements (having the meaning as set forth in R.C. Section 5709.77, and when used in this Agreement collectively referred to as the "Improvements") to the EWGC Developer Parcels (as now existing and appearing on the county tax duplicates, or as the same may have been or hereafter may be subdivided, consolidated or combined from time to time and appearing on future tax duplicates) within the EWGC TIF Project Area

WHEREAS, permanent parcel numbers 1200004000143, 1200004000145 and 1200004000146 are located entirely within the Strongsville City Schools District; and

WHEREAS, of the homes to be built by EWGC Developer, that developer estimates up to approximately 93 single family homes (depending on final location), currently projected to be built within Incentive District 1 and Incentive District 2 on permanent parcel numbers 1200004000143, 1200004000145 and 1200004000146, may be located within the Strongsville City Schools district (such future subdivided parcels, as finally determined, being referred to herein as the "Strongsville EWGC Developer Parcels"); and

WHEREAS, following notice to be given to the Board of Education of the Columbia Local School District ("Columbia School District") and Strongsville School District, and Columbia Township, the Lorain County Board of Commissioners is expected to adopt resolutions (the "2021 Amended TIF Resolution") pursuant to which the County will, among other actions: (i) amend the 2020 TIF Resolutions to extend the life of the Incentive Districts for up to 30 years (as amended, the "Amended TIF Term"); and (ii) declare 100% (as amended, the "Amended TIF Exemption") of the increase in assessed value of real property located within the Incentive Districts to be a public purpose and exempt from real property taxes; and

WHEREAS, in consideration of (a) the Strongsville City Schools' resolution approving this Agreement and a Compensation Agreement (Exhibit 1), (b) the Columbia School District's resolution approving the Columbia Compensation Agreement, (c) and the 2021 Amended TIF Resolution, the County will agree to compensate, in part, the Strongsville City Schools in accordance with the terms of Compensation Agreement for the tax revenue that the Strongsville City Schools would have received had the TIF Project Areas (to the extent located within Strongsville City Schools district) been improved and not been exempted from taxation; and

WHEREAS, the County expects to make, or cause to be made, the public infrastructure improvements described in the 2020 TIF Resolutions (including, but not limited to certain sanitary sewer improvements as described on Exhibit E, attached hereto

and incorporated by reference herein), collectively referred to herein as the "Infrastructure Improvements," that once made will benefit parcels within the Incentive Districts; and

WHEREAS, the County and the Strongsville City Schools will derive substantial and significant benefits from the Improvements and the Infrastructure Improvements; and

WHEREAS, the County and the Strongsville City Schools have determined this Agreement is in the vital and best interest of the County and the Strongsville City Schools, and will improve the health, safety and welfare of the citizens of the County and the Strongsville City Schools; and

WHEREAS, under Ohio law, approval of the board of education is necessary for an exemption of new improvements for a period exceeding 10 years and/or 75% of the taxable value of the new improvements; and

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

Section 1. The Board of Education of the Strongsville City School District hereby approves the 100% real property tax exemption for up to 30 years to be authorized by the Lorain County Commissioners in the 2021 Amended TIF Resolution to be passed pursuant to Ohio Revised Code Section 5709.78, authorizing a real property tax exemption for the property in Incentive Districts 1 and 2 to the extent located in the Strongsville City School District.

Section 2. The Board of Education of the Strongsville City School District hereby authorizes the Superintendent, Treasurer/CFO, or Board President to enter into a Compensation Agreement on behalf of this Board with Lorain County, a copy of which is attached as Exhibit 1.

Section 3. The Board of Education of the Strongsville City School District Board authorizes and directs the Superintendent and Treasurer/CFO or their designees to provide such information or certificates, and enter into such instruments from time to time as are necessary and appropriate to carry out this Resolution.

Section 4. The Board of Education of the Strongsville City School District authorizes and directs the Superintendent, Treasurer, and President of this Board to notify the Lorain County Commissioners of this approval of the tax exemption.

Section 5. The Board of Education of the Strongsville City School District approves and waives delivery of the notice of the proposed exemptions as provided under R.C. 5709.78, R.C. 5709.82, R.C. 5709.83, and R.C. 5715.27.

Section 6. The Board of Education of the Strongsville City School District Board finds and determines that all formal actions of this Board concerning and relating to the deliberation and adoption of this Resolution were made in compliance with Ohio law.

Section 7. This resolution shall be in full force and effect from and immediately upon its adoption.

_____ seconded adoption of the foregoing Resolution with the vote resulting as follows:

_____ Motion carried. _____ Motion rejected.

CERTIFICATION OF TREASURER

I, George Anagnostou, Treasurer of the Strongsville City School District, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by the Board of Education of the Strongsville City School District at its regular meeting on the ____ day of _____, 2021.

George Anagnostou, Treasurer
Strongsville City School District

EXHIBIT A
Diagram of Incentive District 1, Incentive District 2 and Incentive District 3

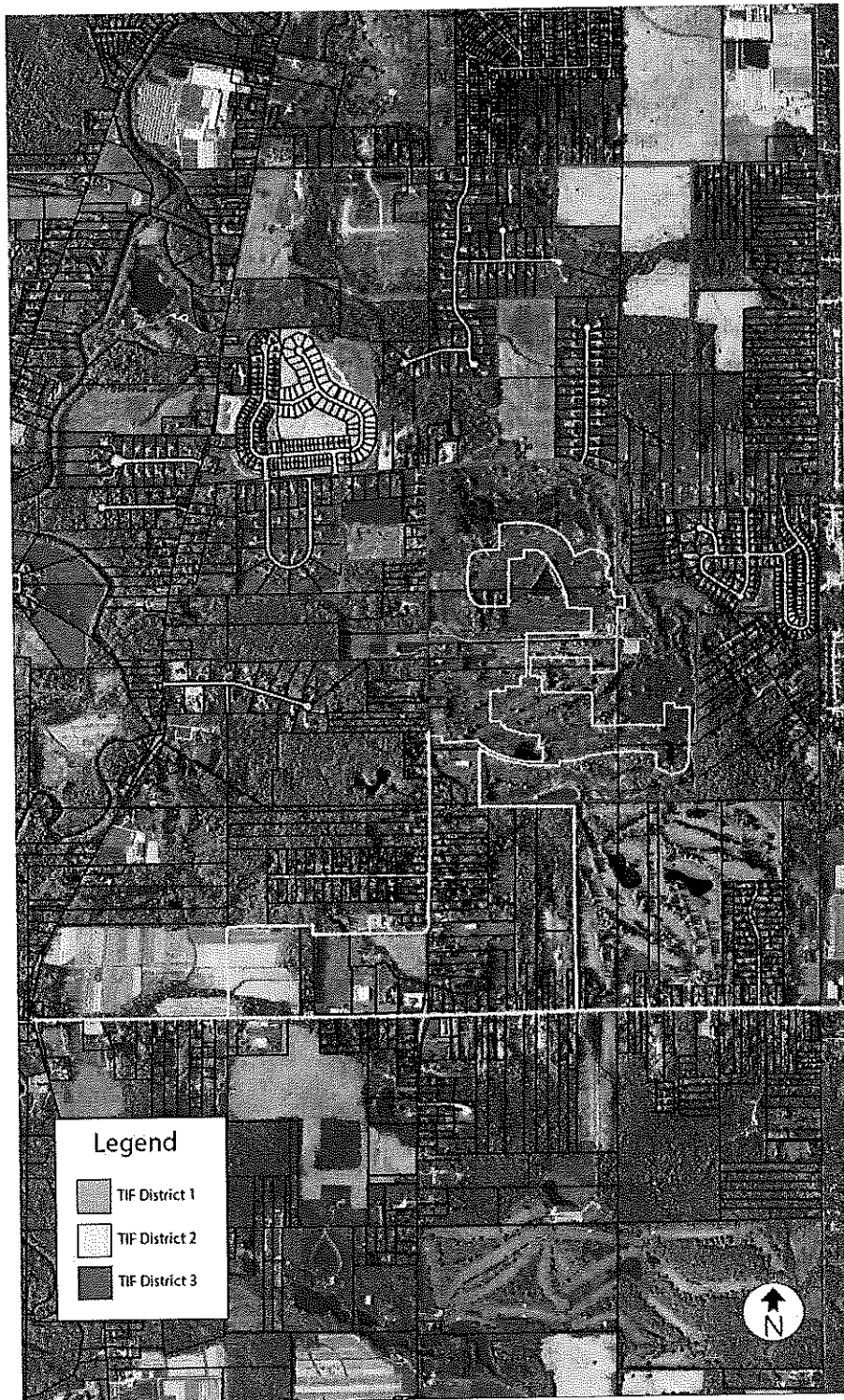


EXHIBIT B
INCENTIVE DISTRICT NO. 1

EWGC DEVELOPER PARCELS

Permanent Parcel Numbers originally owned by EWGC Developer, as shown on the 2020 Tax Duplicate (as now existing and appearing on the county tax duplicates, or as the same may have been or hereafter may be subdivided, consolidated or combined from time to time and appearing on future tax duplicates):

1200004000143
1200004000144
1200017000015
1200017000016
1200017000017

Subsequent Developments:

As of the date of this Resolution, two Plats have been filed of record affecting one or more parcels listed above in Incentive District No. 1, recorded as follows:

1. Emerald Woods Subdivision No. 1, recorded at Document ID 02275413009, File 2021-0806065, recorded on March 5, 2021 in the Lorain County Recorder's Office.
2. Emerald Woods Subdivision No. 2, recorded at Document ID 022969880005, File 2021-0826664, recorded on July 2, 2021 in the Lorain County Recorder's Office.

EXHIBIT C
INCENTIVE DISTRICT NO. 2

EWGC DEVELOPER PARCELS

Permanent Parcel Numbers originally owned by EWGC Developer, as shown on the 2020 Tax Duplicate (as now existing and appearing on the county tax duplicates, or as the same may have been or hereafter may be subdivided, consolidated or combined from time to time and appearing on future tax duplicates):

1200004000145
1200004000146
1200004000147
1200017000018

Subsequent Developments:

As of the date of this Resolution, two Plats have been filed of record affecting one or more parcels listed above in Incentive District No. 2, recorded as follows:

1. Emerald Woods Subdivision No. 1, recorded at Document ID 02275413009, File 2021-0806065, recorded on March 5, 2021 in the Lorain County Recorder's Office.
2. Emerald Woods Subdivision No. 2, recorded at Document ID 022969880005, File 2021-0826664, recorded on July 2, 2021 in the Lorain County Recorder's Office.

EXHIBIT D
INCENTIVE DISTRICT NO. 3

MLM DEVELOPER PARCELS

Permanent Parcel Numbers originally owned by MLM Developer, as shown on the 2020 Tax Duplicate (as now existing and appearing on the county tax duplicates, or as the same may have been or hereafter may be subdivided, consolidated or combined from time to time and appearing on future tax duplicates):

1200018000008
1200019000005

CREEKRIDGE DEVELOPER PARCELS

Permanent Parcel Numbers originally owned by CreekRidge Developer, as shown on the 2020 Tax Duplicate (as now existing and appearing on the county tax duplicates, or as the same may have been or hereafter may be subdivided, consolidated or combined from time to time and appearing on future tax duplicates):

1200002000001
1200019000004

Subsequent Developments:

As of the date of this Resolution, three Plats have been filed of record affecting one or more parcels listed above in Incentive District No. 3, recorded as follows:

1. Baker Creek Estates Subdivision No. 1, recorded at Document ID 02305091005, File 2021-0833987, recorded on August 13, 2021 in the Lorain County Recorder's Office.
2. Baker Creek Estates Subdivision No. 2, recorded at Document ID 023081890005, File 2021-0836951, recorded on August 31, 2021 in the Lorain County Recorder's Office.
3. Creekridge Subdivision No. 1, recorded at Document ID 022878070005, File 2021-0817735, recorded on May 13, 2021 in the Lorain County Recorder's Office.

EXHIBIT E
INFRASTRUCTURE IMPROVEMENTS

1. Boone Rd. Phase 1 sewer project, and more specifically described as follows:
sanitary sewer trunk line connection at Marks Road, continuing west on Snell Road to Boone Road, then south on Boone Road to the southernmost point where the EWGC Developer Parcels intersect with Boone Road, and pump station.
2. Boone Rd. Phase 2 sewer project, and more specifically described as follows:
sanitary sewer trunk line on Boone Road from the terminus of Boone Rd. Phase 1, and continuing south on Boone Road to SR 82.
3. SR 82 Phase 1 sewer project, and more specifically described as follows:
sanitary sewer trunk line between Boone Road continuing east on SR 82, connecting to the Northeast Ohio Sewer District trunk line at or near the Lorain County line.
4. SR 82 Phase 2 sewer project, and more specifically described as follows:
sanitary sewer trunk line between Boone Road continuing west on SR 82 at or near River Road.

COMPENSATION AGREEMENT
Portion of Incentive District 1 and 2

THIS COMPENSATION AGREEMENT (the "Agreement") is made and entered into as of _____, 2021 by and between the COUNTY OF LORAIN, OHIO (the "County"), a county organized and existing under the constitution and the laws of the State of Ohio, acting by and through the Lorain County Board of Commissioners, with its principal offices at 226 Middle Avenue, Fourth Floor, Elyria, OH 44035, and the BOARD OF EDUCATION OF THE STRONGSVILLE CITY SCHOOL DISTRICT (the "Strongsville City Schools"), a school district, acting by and through its Board of Education, with its principal offices located at 18199 Cook Avenue, Strongsville, OH 44136.

RECITALS:

WHEREAS, the County, under the authority of Ohio Revised Code ("R.C.") Section 5709.78, et. seq. (the "TIF Statutes"), adopted Resolution Numbers 20-843, 20-844 and 20-845 (each a "2020 TIF Resolution"; and collectively, the "2020 TIF Resolutions") on December 16, 2020, pursuant to which the County has, among other actions: (i) created, and declared certain real property to be part of, incentive districts, specifically Incentive District 1, Incentive District 2 and Incentive District 3 (as each defined in the respective 2020 TIF Resolution; such incentive districts are sometimes collectively referred to herein as the "Incentive Districts"), each of which are depicted on the Incentive District map set forth on Exhibit A attached hereto, consisting, in part, of the real property identified by the original permanent parcel numbers listed on Exhibit B, Exhibit C, and Exhibit D, incorporated by reference; (ii) declared seventy-five percent (75%) of the increase in the assessed value of the real property within the Incentive Districts to be a public purpose and exempt from real property taxation (the "Original TIF Exemption") for a period of 10 years, each commencing as described in the respective 2020 TIF Resolution (each such 10-year period of time, as applicable, the "Original TIF Term"); (iii) provided for payments in lieu of taxes by the current and future owners of the property within the Incentive Districts, as an obligation running with the land for the Original TIF Term; and (iv) from the payments in lieu of taxes and other sums defined in the 2020 TIF Resolutions, authorized the payment of the costs of certain public infrastructure improvements and financing costs thereof; and

WHEREAS, EWGC Development Group LLC ("EWGC Developer") owns or owned real property comprising the original permanent parcel numbers listed on Exhibits B and C, attached hereto and incorporated by reference, upon which EWGC Developer intends to develop approximately 587 new single-family homes, which parcels are designated as EWGC Developer Parcels (the "EWGC Developer Parcels"); and

WHEREAS, the County and EWGC Developer entered into a TIF Agreement (as adopted by the County in Resolution 20-846) relating to the EWGC Developer Parcels (collectively, the "EWGC TIF Project Area") where EWGC Developer will make or cause to be made improvements (having the meaning as set forth in R.C. Section 5709.77, and when used in this Agreement collectively referred to as the "Improvements") to the EWGC Developer Parcels (as now existing and appearing on the county tax duplicates, or as the same may have been or hereafter may be subdivided, consolidated or combined from time to time and appearing on future tax duplicates) within the EWGC TIF Project Area; and

WHEREAS, MLM Development LLC ("MLM Developer") owns or owned real property comprising the original permanent parcel numbers listed on Exhibit D, attached hereto and incorporated by reference, upon which MLM Developer intends to develop approximately 73 new single-family homes, which parcels are designated as MLM Developer Parcels (the "MLM Developer Parcels"); and

WHEREAS, the County and MLM Developer entered into a TIF Agreement (as adopted by the County in Resolution 20-847) relating to the parcels owned by MLM Developer (collectively, the "MLM TIF Project Area") where MLM Developer will make or cause to be made Improvements to the MLM Developer Parcels (as now existing and appearing on the county tax duplicates, or as the same may have been or hereafter may be subdivided, consolidated or combined from time to time and appearing on future tax duplicates) within the MLM TIF Project Area; and

WHEREAS, Columbia Creekside LLC ("CreekRidge Developer") owns or owned real property comprising the original permanent parcel numbers listed on Exhibit D, attached hereto and incorporated by reference, upon which CreekRidge Developer intends to develop approximately 130 new single-family homes, which parcels are designated as CreekRidge Developer Parcels (the "CreekRidge Developer Parcels," and, together with the EWGC Developer Parcels and the MLM Developer Parcels, collectively, the "Developer TIF Parcels"); and

WHEREAS, the County and CreekRidge Developer intend to enter into a TIF Agreement relating to the CreekRidge Developer Parcels (collectively, the "CreekRidge TIF Project Area," and, together with the EWGC TIF Project Area and the MLM TIF Project Area, sometimes collectively referred to as the "TIF Project Areas") where CreekRidge Developer intends to make or cause to be made Improvements to the CreekRidge Developer Parcels (as now existing and appearing on the county tax duplicates, or as the same may have been or hereafter may be subdivided, consolidated or combined from time to time and appearing on future tax duplicates) within the CreekRidge TIF Project Area; and

WHEREAS, the Columbia Local School District ("Columbia School District") filed a certain action captioned *Columbia Local School District v. Board of County Commissioners of Lorain County*, in the Lorain County Court of Common Pleas, Case No. 20CV202279 (the "Litigation") with regard to certain claimed irregularities in some aspects of the 2020 TIF Resolutions and Incentive Districts; and

WHEREAS, pursuant to a settlement agreement, mutual release, and covenant not to sue between the County and the Columbia School District, dated _____, the County and Columbia School District have agreed to settle the Litigation (the "Settlement"); and

WHEREAS, as a part of the Settlement, the County and the Columbia School District have mutually agreed that the County shall, with the consent of the Columbia School District, modify the 2020 TIF Resolutions to (i) increase the Original TIF Term from ten (10) years to thirty (30) years for the Incentive Districts, and (ii) increase the Original TIF Exemption from seventy-five

percent (75%) to one hundred percent (100%) of the increase in the assessed value resulting from the Improvements to be exempt from real property taxation; and

WHEREAS, in contemplation of the Settlement and the Compensation Agreement between the County and Columbia School District (the "Columbia Compensation Agreement"), the Board of Education of Columbia School District on _____, 2021 has adopted resolutions approving the Settlement, waiving notice of the Columbia Compensation Agreement as otherwise required by R.C. 5709.78(C) or 5709.83, and approving and authorizing the execution and delivery of the Columbia Compensation Agreement; and

WHEREAS, permanent parcel numbers 1200004000143, 1200004000145 and 1200004000146 are located entirely within the Strongsville City Schools District¹; and

WHEREAS, of the homes to be built by EWGC Developer, that developer estimates up to approximately 93 single family homes (depending on final location), currently projected to be built within Incentive District 1 and Incentive District 2 on permanent parcel numbers 1200004000143, 1200004000145 and 1200004000146, may be located within the Strongsville City Schools district (such future subdivided parcels, as finally determined, being referred to herein as the "Strongsville EWGC Developer Parcels"); and

WHEREAS, none of the remaining EWGC Developer Parcels, or the MLM Developer Parcels, or CreekRidge Developer Parcels, are located within the Strongsville City Schools district; and

WHEREAS, in contemplation of this Agreement, the Board of Education of Strongsville City Schools on _____, 2021 has adopted resolutions waiving notice of this Agreement as otherwise required by R.C. 5709.78(C) or 5709.83, and approving and authorizing the execution and delivery of this Agreement; and

WHEREAS, as provided for in the Settlement and the Columbia Compensation Agreement, and in contemplation of this Agreement, the Lorain County Board of Commissioners on _____, 2021 has adopted Resolution 21-____ (the "Settlement Resolutions") which: (i) approved and authorized the execution and delivery of the Settlement and the Columbia Compensation Agreement; and (ii) approved and authorized the execution and delivery of this Agreement; and

WHEREAS, following notice to be given to the affected school districts and Columbia Township, the Lorain County Board of Commissioners is expected to adopt resolutions (the "2021 Amended TIF Resolution") substantially in the form attached to the Settlement Resolutions, pursuant to which the County will, among other actions: (i) amend the 2020 TIF Resolutions to extend the life of the Incentive Districts for up to 30 years (as amended, the "Amended TIF Term"); and (ii) declare 100% (as amended, the "Amended TIF Exemption") of the increase in assessed

1. Permanent parcel numbers 1200004000143, 1200004000145 and 1200004000146, which are located within the Strongsville City School District, are depicted on the Plats recorded on March 5, 2021 and July 2, 2021, as further identified on Exhibit B.

value of real property located within the Incentive Districts to be a public purpose and exempt from real property taxes; and

WHEREAS, in consideration of (a) the Settlement, (b) the Columbia School District's resolution approving the Columbia Compensation Agreement, (c) the Strongsville City Schools' resolution approving this Agreement, and (d) the 2021 Amended TIF Resolution, the County agrees to compensate, in part, the Strongsville City Schools in accordance with the terms of this Agreement for the tax revenue that the Strongsville City Schools would have received had the TIF Project Areas (to the extent located within Strongsville City Schools district) been improved and not been exempted from taxation; and

WHEREAS, the County expects to make, or cause to be made, the public infrastructure improvements described in the 2020 TIF Resolutions (including, but not limited to certain sanitary sewer improvements as described on Exhibit E, attached hereto and incorporated by reference herein), collectively referred to herein as the "Infrastructure Improvements," that once made will benefit parcels within the Incentive Districts; and

WHEREAS, the County and the Strongsville City Schools will derive substantial and significant benefits from the Improvements and the Infrastructure Improvements; and

WHEREAS, the County and the Strongsville City Schools have determined this Agreement is in the vital and best interest of the County and the Strongsville City Schools, and will improve the health, safety and welfare of the citizens of the County and the Strongsville City Schools; and

WHEREAS, the County expects to either enter into a Compensation Agreement regarding certain compensation to be paid to Columbia Township for years 11 through 30 of the Amended TIF Term, or to pay such compensation as may otherwise be required by law, as provided pursuant R.C. Section 5709.78(D).

NOW, THEREFORE, in consideration of the foregoing Recitals (which Recitals are incorporated herein by reference and are expressly made a part hereof), and the terms and covenants contained herein, the parties agree to the foregoing and as follows:

Section 1. Effective Date. This Agreement automatically will be effective upon the adoption by the County Commissioners of the 2021 Amended TIF Resolution (the "Effective Date"), but only after (a) the giving of notice to the to the Columbia School District, to the Strongsville City Schools, to the Lorain Joint Vocational School, to the Polaris Career Center, and to Columbia Township, Ohio ("Columbia Township"), pursuant to R.C. 5709.78 and 5709.83, as applicable, and, (b) the earlier of (i) the passage of the days required under R.C. 5709.78 and 5709.83, as applicable, after the delivery of those notices, or (ii)(1) receipt by the County of written waiver of notice under R.C. 5709.78 and 5709.83, as applicable, by each of the Columbia School District, Strongsville City Schools, Lorain JVS, and Polaris Career Center, and (2) receipt of written waiver of notice under R.C. 5709.78 by Columbia Township (or earlier expiration of Columbia Township's right to object to the 2021 Amended TIF Resolution, without such objection having been made).

Section 2. Approval of Amended TIF Exemption and Amended TIF Term. In exchange for this Agreement, the Strongsville City Schools have approved the Amended TIF Exemption and Amended TIF Term for Incentive District 1 and Incentive District 2. Further, in consideration of the County entering into this Agreement, the Strongsville City Schools agree that the compensation provided for in this Agreement is in lieu of any other compensation that otherwise may be provided for in R.C. Section 5709.82.

Section 3. Obligation to Make School Compensation Payments. As consideration for the Strongsville City Schools entering into this Agreement and waiving the application of R.C. Section 5709.82 to each of the Incentive Districts, the County agrees to pay certain compensation payments to the Strongsville City Schools (the "School Compensation Payments") with respect to the Improvements associated with the Strongsville EWGC Developer Parcels, as calculated pursuant to Section 5 of this Agreement, but solely from payments in lieu of taxes actually received by the County with respect to the Improvements associated with the Strongsville EWGC Developer Parcels pursuant to R.C. Section 5709.79 (collectively, the "PILOTS"), and any other payments with respect to the Improvements to the Strongsville EWGC Developer Parcels received by the County in connection with the reduction required by R.C. Section 319.302, or any successor provision thereto, as the same may be amended from time to time (the "Property Tax Rollback Payments"). The PILOTS and Property Tax Rollback Payments are referred to collectively as the "Service Payments." The Service Payments received by the County will be deposited into each applicable Redevelopment Tax Equivalent Fund (as applicable, the "Fund") established by the respective 2020 TIF Resolutions, will be allocated and distributed by the County in accordance with Section 5 of this Agreement, and the County will not be obligated to pay the Strongsville City Schools any School Compensation Payments from any other revenue source regarding the Incentive Districts.

For purposes of this Agreement, a tax year (each a "Tax Year") is any year for which taxes on real property are imposed, and a payment year (each a "Payment Year") is the year following that Tax Year in which such taxes are payable.

Section 4. Payment of School Compensation Payments. The County's obligation to pay the School Compensation Payments will not begin until the Payment Year in which the County first receives Service Payments with regard to the Improvements on Strongsville EWGC Developer Parcels located within the boundaries of the Strongsville City Schools. Commencing in that Payment Year designated below in Section 5, the County will pay to the Strongsville City Schools, by bank or cashier's check, wire transfer, electronic funds transfer or other direct deposit the School Compensation Payments due under this Agreement within sixty (60) days of the deposit of Service Payments (or portions thereof actually received by the County) into the Fund.

Section 5. Application of Service Payments Derived from Strongsville EWGC Developer Parcels by the County. Service Payments received by the County derived from any Strongsville EWGC Developer Parcels located within the boundaries of the Strongsville City Schools district and deposited in the Fund in any year during the Amended TIF Term will be applied by the County as follows:

- (1) FIRST: With respect to the increased assessed value resulting from the Improvements upon the Strongsville EWGC Developer Parcels:
 - (a) For Payment Years one (1) through ten (10) of the Amended TIF Term, a payment to the Strongsville City Schools in an amount equal to 52% of the amount Strongsville City Schools would have received in absence of the Amended TIF Exemption; and
 - (b) In Payment Years eleven (11) through twenty (20) of the Amended TIF Term, payment to the Strongsville City Schools in an amount equal to 75% of the amount Strongsville City Schools would have received in absence of the Amended TIF Exemption; and
 - (c) In Payment Years twenty-one (21) through thirty (30) of the Amended TIF Term, payment to the Strongsville City Schools in an amount equal to 100% of the amount Strongsville City Schools would have received in absence of the Amended TIF Exemption;
- (2) SECOND: With respect to the increased assessed value resulting from the Improvements upon the Developer TIF Parcels, a payment to Columbia Township in an amount equal to the sum required by the TIF Statutes, or pursuant to a compensation agreement (if any) that may be entered into between the County and Columbia Township; and
- (3) THIRD: To the County, all remaining amounts for further deposit into the applicable "Account" (as defined in each 2020 TIF Resolutions) in accordance with the terms of the applicable 2020 TIF Resolution. The County will use all such amounts in accordance with the applicable 2020 TIF Resolution, as amended by the 2021 Amended TIF Resolution, consistent with the terms of this Agreement (including without limitation Section 7 hereof) and as permitted by law on public improvements located within Columbia Township of Lorain County, Ohio.

Section 6. Polaris Career Center Compensation. The County agrees that it will pay compensation to the Polaris Career Center as provided under R.C. 5709.78(C)(2) at the same rate and upon the same terms as provided above to the Strongsville City Schools.

Section 7. County Additional Undertakings. (a) With regard to the Incentive Districts, the County agrees that it will only accept an application for tax exemption from EWGC Developer, MLM Developer and/or CreekRidge Developer pertaining specifically to the respective Developer TIF Parcels; (b) In addition, the County will make (or will cause to be made) the Infrastructure Improvements set forth on Exhibit E, construction of which has commenced, with a current estimated cost of \$8,952,091; (c) The County agrees that monies in the Fund will only be used to pay for the costs of Infrastructure Improvements (and financing costs thereof) located within the bounds of Columbia Township and benefitting the residents of Columbia Township, including without limitation except as set forth in this Section 7(c) and the applicable TIF Statutes, but subject to the discretion of the County as to timing and priority, to the extent monies are available in the Fund after allocating funding for the Infrastructure Improvements described on Exhibit E, for the following Infrastructure Improvements benefitting parcels in the Incentive Districts: (i) repair, replacement, maintenance and widening of impacted roadways and bridges with an

estimated cost of \$7,370,187, (ii) construction of a fire station with an estimated cost of \$1,449,313, and (iii) stream restoration with an estimated cost of \$823,503 (and the financing costs of each of the foregoing); provided, the County in its discretion may consider other Infrastructure Improvements to the extent the improvements enumerated in clause (c)(i), (c)(ii) and/or (c)(iii) have been undertaken and/or fully paid for (or financed) by another agency, jurisdiction or governmental entity during the Amended TIF Term; provided, further, that any additional sanitary sewer improvements selected by the County (other than as described on Exhibit E) will be made for the benefit of parcels then zoned for commercial or industrial uses.

Section 8. County's Obligations are Limited to Service Payments Received. Nothing in this Agreement will be construed or interpreted to pledge the full faith and credit of the County to make School Compensation Payments or public improvements described in Sections 7(b) and 7(c) under this Agreement, nor will the County be obligated to make School Compensation Payments or public improvements described in Sections 7(b) and 7(c) in excess of the amount of Service Payments actually received by the County.

Section 9. Agreement Not to Contest Base Value. The parties agree that the provisions of this Agreement and the expectations and representations of the parties are based upon an understanding that the value of the Improvements will be calculated on the Developer TIF Parcels within the TIF Project Areas based on the increase in the assessed value of the real property constituting the Developer TIF Parcels over the Base Value were it not for the Amended TIF Exemptions, which increase will first appear on the tax list and duplicate of real and public utility property in a Tax Year following the effective date of the 2020 TIF Resolutions. For purposes of this Section 9, "Base Value" shall mean the assessed value of the real property constituting the Developer TIF Parcels and located within the Incentive Districts as shown on the tax list and duplicate for the Tax Year 2020. The parties agree that neither party will contest (i) the Tax Year used to determine the Base Value, (ii) or the Base Value to have the impact of reducing the increment between the total assessed value of a parcel and the taxable Base Value thereof.

Section 10. Payment Without Demand. All School Compensation Payments required to be made to Strongsville City Schools and Polaris Career Center under this Agreement shall be made without demand or invoice by Strongsville City Schools or Polaris Career Center.

Section 11. Incentive District Real Property Not Within the TIF Project Areas. Pursuant to the Settlement, the County has agreed that tax payments (or any future PILOTS, if applicable) received from any current owner or future owner of real property parcels which are not located within the TIF Project Areas and which are not identified as a "Developer TIF Parcel" (individually and collectively, such parcels are referred to as the "Non Project Parcels", as further described on Exhibit F attached hereto), will not be taken into account as Service Payments during the Amended TIF Term even though such Non Project Parcels are located within the boundaries of the Incentive Districts. Accordingly, any tax payments (or any future Service Payments, if applicable) received by the County with respect to the Non Project Parcels will be remitted by the Lorain County Treasurer to all applicable taxing authorities (including, without limitation, the Strongsville City Schools and Polaris Career Center) in the amounts they would have received in the absence of any tax exemption on such Non Project Parcels.

Section 12. Further Actions. In the event the County, EWGC Developer, MLM Developer and/or CreekRidge Developer (and/or their assigns), determine it is desirable or appropriate with regard to any part or all of the Developer TIF Parcels, or in the event the County and CreekRidge Developer (and/or their assigns) fail to enter into a mutually agreed TIF Agreement regarding the CreekRidge TIF Parcels, the County may (but without any obligation to do so) undertake such procedures, including (without limitation) giving additional notices, holding public hearings, adopting further resolutions, and/or filing applications for exemption from taxation on behalf of the property owners within the Developer TIF Parcels pursuant to R.C. Section 5709.78, in order to apply the Amended Tax Exemption for the Amended TIF Term to one or more of the Developer TIF Parcels, together with the execution, delivery and/or filing of such documents and instruments as may reasonably be desirable or appropriate to effectuate the Amended Tax Exemption and the Amended TIF Term to any or all of the Developer TIF Parcels as contemplated by this Agreement.

Section 13. Effective Date; Duration of Agreement. This Agreement shall become effective on the date first set forth above. This Agreement shall expire upon the earlier to occur of (i) at the end of the Amended TIF Term with respect to each separate Incentive District, or (ii) the date the County is no longer entitled to collect PILOTS with regard to each separate Incentive District.

Section 14. Entire Agreement; Certain Waivers. This Agreement collectively sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The parties agree to take such actions as may be reasonably necessary to effect the Amended TIF Term and Amended TIF Exemption, the distribution of the Service Payments, the provisions of this Agreement, and the payment of the School Compensation Payments as contemplated in this Agreement.

In consideration of the compensation to be provided to it under this Agreement, Strongsville City Schools hereby: (a) waives any further notice from the County or other requirements pursuant to R.C. Sections 5709.78, 5709.82, 5709.83 and 5715.27 with respect to the Incentive Districts; (b) waives any school district rights pursuant to R.C. 5715.27 regarding an application for exemption with respect to use for single family residential development purposes upon the Strongsville EWGC Developer Parcels pursuant to (i) the 2020 TIF Resolutions as modified by the 2021 Amended TIF Resolution, and any County resolutions adopted pursuant to Section 12, (ii) and a Form DTE 24 application for exemption (or its equivalent) a copy of which will have been delivered to the Strongsville City Schools; (c) waives any defects or irregularities relating to the Amended TIF Exemption from taxation of any Improvement, or the Amended TIF Term for which the Improvements will be exempted from taxation; and (d) agrees not to challenge, directly or indirectly, the validity of the exemption from taxation of any Improvement, where such exemption arises from an application for exemption complying with the description in clause (b) of this paragraph. For avoidance of doubt, the foregoing waivers apply only to the 2020 TIF Resolutions as amended by the 2021 Amended TIF Resolution, and any County resolutions adopted pursuant to Section 12 reasonably consistent with this Agreement, and the Incentive Districts and Improvements as provided therein.

Section 15. Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Strongsville City Schools and the County and their respective permitted successors and assigns.

Section 16. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement, and approved by the legislative bodies of the County and the Strongsville City Schools, if such legislative approval is required.

Section 17. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement must be sent by the United States ordinary mail, postage prepaid, or by nationally recognized overnight delivery service, or personally delivered, and will be deemed to have been given or delivered when so mailed, or the next business day if sent by overnight delivery service, or upon personal delivery, to the following addresses (provided that any payments due to the Strongsville City Schools hereunder shall be made upon the date(s) set forth in Section 4 above, and in the same manner by which payments of real property taxes are otherwise disbursed to the Strongsville City Schools by the County):

If to the County: Lorain County Commissioners
226 Middle Avenue, Fourth Floor
Elyria, Ohio 44035
Attn: County Administrator

With copy to: Ulmer & Berne LLP
1660 W. 2nd Street, Suite 1100
Cleveland, Ohio 44113
Attn: Amanda Martinsek, Esq.

If to the Strongsville City Schools: Board of Education of the Strongsville City
School District
18199 Cook Avenue
Strongsville, OH 44136
Attn: Treasurer

With copy to: Brindza McIntyre & Seed LLP
1111 Superior Avenue, Suite 1025
Cleveland, Ohio 44114
Attn: David H. Seed, Esq.

Any party may change its address for receiving notices or to whom copies of notices shall be delivered by giving written notice of such change to the other party.

Section 18. Single TIF Transaction. The terms and provisions of this Agreement are intended by the parties hereto to only apply to the Incentive Districts described herein, and the terms of this Agreement do not set a precedent or bind the County, Strongsville City Schools, or any other school district with regard to any other compensation agreement, tax incentive financing

arrangement or similar arrangements that may arise from time to time within the Strongsville City Schools district, Columbia Township, and/or any other location in Lorain County.

Section 19. Extent of Covenants; Binding Effect; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement will be effective to the extent authorized and permitted by applicable law. Each provision of the Agreement is binding upon the officer(s) or other person(s) and any body or bodies as may from time to time have the authority under law to take the actions as may be necessary to perform all or any part of the duty required by a given provision of this Agreement. Each duty of the County and its bodies, officers and employees, undertaken pursuant to the Agreement, is established as a duty with the County and of each such officer, employee or body having authority to perform that duty, specifically and enjoined by law resulting from an office, trust or station within the meaning of Section 2731.01, Revised Code, providing for enforcement by writ of mandamus. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent, or employee of any of the parties in their individual capacity.

Section 20. Authority to Sign. Each of the County and the Strongsville City Schools represents that their respective officers executing this Agreement is duly authorized, that each of the County and the Strongsville City Schools have the authority to carry out this Agreement, and that this Agreement is binding upon each of the County and the Strongsville City Schools in accordance with its terms.

Section 21. Severability of Provisions. The invalidity of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if any invalid portions were omitted. Notwithstanding the foregoing, the Parties agree and acknowledge that the terms set forth in Section 5, Section 8 and Section 11 above are each necessary provisions of this Agreement, without which the Parties would not have reached this Agreement.

Section 22. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together will constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Section 24. Captions. Any captions and section headings in this Agreement are provided for convenience only, and are not to be relied upon to interpret, limit or describe the scope or intent of any provisions or sections of this Agreement.

[Signatures Appear On Following Pages]

IN WITNESS WHEREOF, the County of Lorain, Ohio and the Strongsville City Schools have caused this Compensation Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

COUNTY OF LORAIN, OHIO
LORAIN COUNTY BOARD OF
COMMISSIONERS

BOARD OF EDUCATION OF THE
STRONGSVILLE CITY SCHOOL
DISTRICT

By: _____
Michelle Hung, President

By: _____
Richard Micko,
Board of Education President

By: _____
David J. Moore, Vice-President

By: _____
Dr. Cameron M. Ryba, Superintendent

By: _____
Matt Lundy, Member

By: _____
George Anagnostou, Treasurer

The legal form and correctness of the within instrument is hereby approved for the County of Lorain.

By: _____
Alan W. Scheufler, Esq.
Ulmer & Berne LLP
Special Counsel to County of Lorain

FISCAL OFFICER'S CERTIFICATE

The County of Lorain has no obligation to make payments pursuant to the foregoing Agreement except from Service Payments deposited into, as applicable: (i) the Lorain County/Emerald North TIF 1 Redevelopment Tax Equivalent Fund, with regard to Incentive District 1; and (ii) Lorain County/Emerald South TIF 2 Redevelopment Tax Equivalent Fund, with regard to Incentive District 2. Accordingly, as fiscal officer for the County, I hereby certify that funds sufficient to meet the obligations of the County in the foregoing agreement have been lawfully appropriated for the purposes thereof and are available in the treasury, and/or are in the process of collection to the credit of an appropriate fund, free from any previous encumbrances.

By: _____

Print Name: _____

Print Title: _____

EXHIBIT A
Diagram of Incentive District 1, Incentive District 2 and Incentive District 3

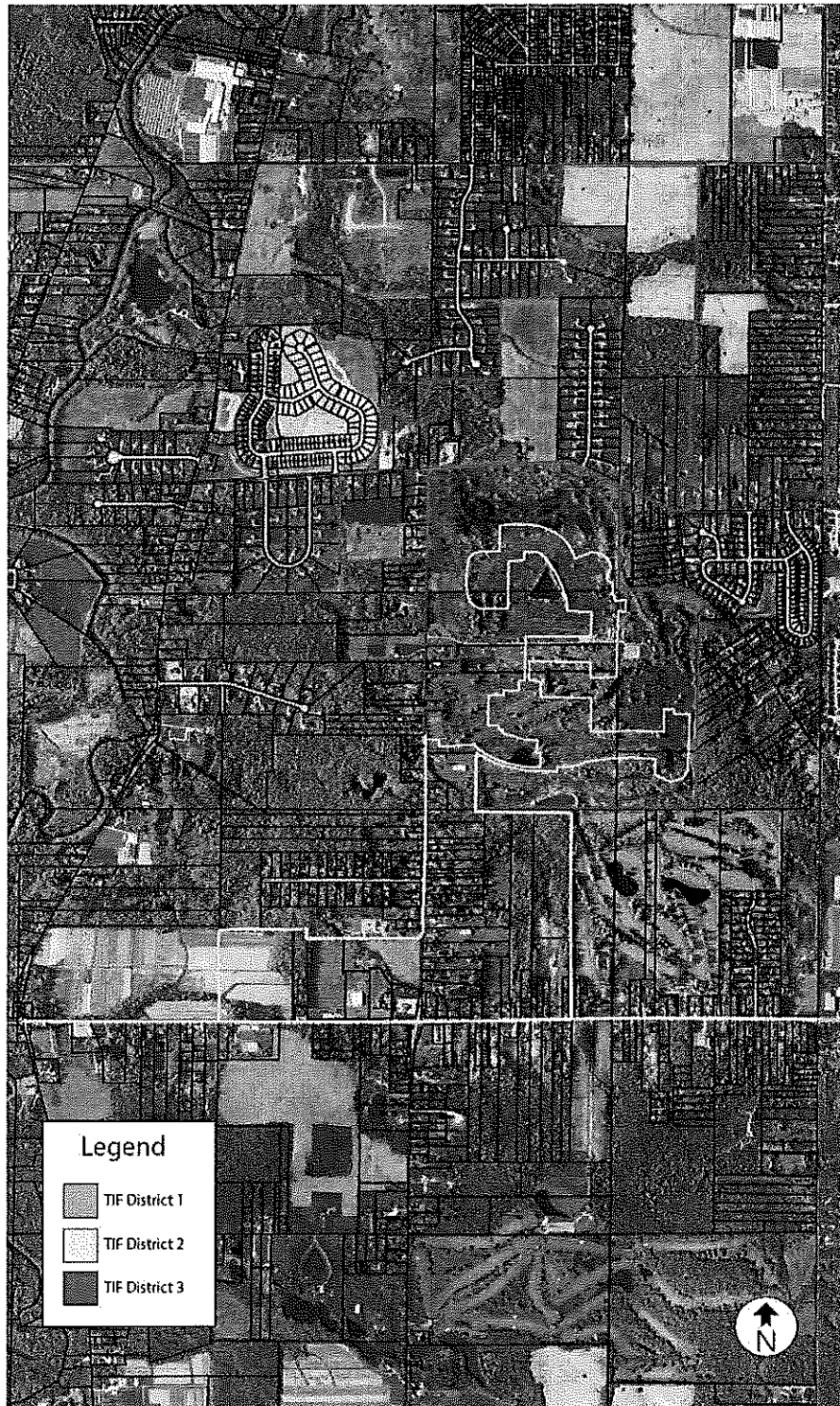


EXHIBIT B
INCENTIVE DISTRICT NO. 1

EWGC DEVELOPER PARCELS

Permanent Parcel Numbers originally owned by EWGC Developer, as shown on the 2020 Tax Duplicate (as now existing and appearing on the county tax duplicates, or as the same may have been or hereafter may be subdivided, consolidated or combined from time to time and appearing on future tax duplicates):

1200004000143
1200004000144
1200017000015
1200017000016
1200017000017

Subsequent Developments:

As of the date of this Compensation Agreement, two Plats have been filed of record affecting one or more parcels listed above in Incentive District No. 1, recorded as follows:

1. Emerald Woods Subdivision No. 1, recorded at Document ID 02275413009, File 2021-0806065, recorded on March 5, 2021 in the Lorain County Recorder's Office.
2. Emerald Woods Subdivision No. 2, recorded at Document ID 022969880005, File 2021-0826664, recorded on July 2, 2021 in the Lorain County Recorder's Office.

EXHIBIT C
INCENTIVE DISTRICT NO. 2

EWGC DEVELOPER PARCELS

Permanent Parcel Numbers originally owned by EWGC Developer, as shown on the 2020 Tax Duplicate (as now existing and appearing on the county tax duplicates, or as the same may have been or hereafter may be subdivided, consolidated or combined from time to time and appearing on future tax duplicates):

1200004000145
1200004000146
1200004000147
1200017000018

Subsequent Developments:

As of the date of this Compensation Agreement, two Plats have been filed of record affecting one or more parcels listed above in Incentive District No. 2, recorded as follows:

1. Emerald Woods Subdivision No. 1, recorded at Document ID 02275413009, File 2021-0806065, recorded on March 5, 2021 in the Lorain County Recorder's Office.
2. Emerald Woods Subdivision No. 2, recorded at Document ID 022969880005, File 2021-0826664, recorded on July 2, 2021 in the Lorain County Recorder's Office.

EXHIBIT D
INCENTIVE DISTRICT NO. 3

MLM DEVELOPER PARCELS

Permanent Parcel Numbers originally owned by MLM Developer, as shown on the 2020 Tax Duplicate (as now existing and appearing on the county tax duplicates, or as the same may have been or hereafter may be subdivided, consolidated or combined from time to time and appearing on future tax duplicates):

1200018000008
1200019000005

CREEKRIDGE DEVELOPER PARCELS

Permanent Parcel Numbers originally owned by CreekRidge Developer, as shown on the 2020 Tax Duplicate (as now existing and appearing on the county tax duplicates, or as the same may have been or hereafter may be subdivided, consolidated or combined from time to time and appearing on future tax duplicates):

1200002000001
1200019000004

Subsequent Developments:

As of the date of this Compensation Agreement, three Plats have been filed of record affecting one or more parcels listed above in Incentive District No. 3, recorded as follows:

1. Baker Creek Estates Subdivision No. 1, recorded at Document ID 02305091005, File 2021-0833987, recorded on August 13, 2021 in the Lorain County Recorder's Office.
2. Baker Creek Estates Subdivision No. 2, recorded at Document ID 023081890005, File 2021-0836951, recorded on August 31, 2021 in the Lorain County Recorder's Office.
3. Creekridge Subdivision No. 1, recorded at Document ID 022878070005, File 2021-0817735, recorded on May 13, 2021 in the Lorain County Recorder's Office.

EXHIBIT E
INFRASTRUCTURE IMPROVEMENTS

1. Boone Rd. Phase 1 sewer project, and more specifically described as follows: sanitary sewer trunk line connection at Marks Road, continuing west on Snell Road to Boone Road, then south on Boone Road to the southernmost point where the EWGC Developer Parcels intersect with Boone Road, and pump station.
2. Boone Rd. Phase 2 sewer project, and more specifically described as follows: sanitary sewer trunk line on Boone Road from the terminus of Boone Rd. Phase 1, and continuing south on Boone Road to SR 82.
3. SR 82 Phase 1 sewer project, and more specifically described as follows: sanitary sewer trunk line between Boone Road continuing east on SR 82, connecting to the Northeast Ohio Sewer District trunk line at or near the Lorain County line.
4. SR 82 Phase 2 sewer project, and more specifically described as follows: sanitary sewer trunk line between Boone Road continuing west on SR 82 at or near River Road.

EXHIBIT F
NON PROJECT PARCELS

Incentive District 1

None, all parcels owned by EWGC Developer

Incentive District 2 – Permanent Parcel Numbers:

1200016000001	1200016000025	1200016000061	1200025000064
1200016000004	1200016000026	1200016000062	1200025000069
1200016000005	1200016000027	1200016000063	1200025000071
1200016000008	1200016000028	1200016000064	1200025000072
1200016000009	1200016000035	1200016000065	1200025000073
1200016000010	1200016000039	1200016000066	1200025000074
1200016000011	1200016000043	1200016000067	1200025000075
1200016000012	1200016000046	1200016000068	1200025000076
1200016000013	1200016000055	1200016000069	1200025000077
1200016000014	1200016000056	1200017000008	
1200016000018	1200016000057	1200017000009	
1200016000019	1200016000058	1200017000014	
1200016000020	1200016000059	1200025000046	
1200016000024	1200016000060	1200025000047	

Incentive District 3 – Permanent Parcel Numbers:

1200002630003	1200018000021	1200019000022	1200023000032
1200002630007	1200018000022	1200019000023	1200023000058
1200003000063	1200018000023	1200019000024	1200023000059
1200003000065	1200018000024	1200019000025	1200023000060
1200003000072	1200018000025	1200019000026	1200023000061
1200003000074	1200018000026	1200019000057	1200023000062
1200003000075	1200018000027	1200019000058	1200023000063
1200018000007	1200018000028	1200019630005	1200023000105
1200018000009	1200018000029	1200019630018	1200023000106
1200018000010	1200018000030	1200023000004	1200023630003
1200018000011	1200018900001	1200023000008	1200023900002
1200018000014	1200019000015	1200023000018	
1200018000015	1200019000016	1200023000020	
1200018000016	1200019000017	1200023000022	
1200018000017	1200019000018	1200023000026	
1200018000018	1200019000019	1200023000028	
1200018000019	1200019000020	1200023000029	
1200018000020	1200019000021	1200023000031	

AMENDMENT ONE
TO THE CLIENT AGREEMENT FOR DIGITAL CURRICULUM SOLUTIONS BETWEEN
APEX LEARNING INC. AND STRONGSVILLE CITY SCHOOLS

This amendment effective September 1, 2021 (“**Amendment One**”) shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of September 21, 2020 (the “**Agreement**”) between Apex Learning Inc., a Washington corporation, with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 (“**Apex Learning**”) and Strongsville City Schools, with its principal place of business at 18199 Cook Avenue, Strongsville, OH 44136 (“**Client**”).

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. The terms and conditions of the Agreement remain in full force and effect. In consideration of the covenants and conditions set forth in this Amendment One and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

- A. Term Extension:** The Agreement Term is extended through August 31, 2022.
- B. Access to Apex Curriculum:** Apex Learning will provide Client with following from September 1, 2021 through August 31, 2022:
- **Apex Learning Virtual School (ALVS) Enrollments:** Client may enroll students in ALVS courses at \$300.00 per semester course enrollment.

The following withdrawal policy applies to ALVS enrollments:

- If a student is withdrawn from a course prior to the course start date, Client will receive a credit equal to 100% of the purchase price for the enrollment.
 - If a student is withdrawn from a course on or before the 28th day of the course, Client will receive a credit equal to the purchase price for the enrollment less a non-refundable administration fee of \$75.00.
 - If a student is withdrawn from a course after the 28th day of the course, Client will not receive any credit.
- **Apex Learning Virtual School (ALVS) 10-week Credit Recovery Enrollments:** Client may enroll students in ALVS prescriptive courses for credit recovery for up to 10 weeks at \$175.00 per enrollment.

The following withdrawal policy applies to ALVS 10-week credit recovery enrollments:

- If a student is withdrawn from a course prior to the course start date, Client will receive a credit equal to 100% of the purchase price for the enrollment.
 - If a student is withdrawn from a course on or after the course start date, Client will not receive any credit.
- Any credit balance for ALVS and/or ALVS 10-week credit recovery enrollments must be used within 12 months of the date the credit is issued and may be applied toward the purchase of any Apex Learning products or services. There are no refunds.
- C. Invoice Schedule:** Apex Learning will invoice Client by the fifth business day of each month for ALVS Enrollments and/or ALVS 10-week Credit Recovery Enrollments accepted by Apex Learning in the prior month, less the amount of any applicable credit.

EXHIBIT E

Page 2 of 2

Agreed.

Apex Learning Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Strongsville City Schools

By: _____

Print Name: _____

Title: _____

Date: _____

STUDENT TEACHING AND FIELD EXPERIENCE AGREEMENT (LOCAL)

This is an agreement between, **Strongsville City School** herein referred to as school district, and **CAPITAL UNIVERSITY**, herein referred to as university, to provide field-based/clinical experiences relating to educator licensure in the schools of the above school district.

This agreement is between the institution of the university and the institution of the cooperating school district. The university shall be represented in matters related to student teaching, clinical, and off-campus field-based experiences by the Associate Dean of Clinical Partnerships employed by the university. The designated representative of the school district shall be:

Name of Designated Representative

The School District agrees:

The school district shall provide field-based, student teaching, and/or clinical experiences related to educator licensure for candidates of Capital University. The experiences may include student teaching, participation in teaching and related activities by sophomore and junior teacher education candidates, participation in teaching and related activities by practicum or internship for school counseling candidates, or internship for school administration candidates. For Capital University, the administration of programs involving field-based and clinical experiences shall be carried out by Dr. Jennifer Faison Kelly, Dean, School of Education or her designee.

Much responsibility for guiding the university candidate through the field-based or clinical experience rests with the cooperating teacher or site supervisor; accordingly, the work of the cooperating classroom teacher or site supervisor is vital to the success of field-based and clinical experiences related to education licensure. Cooperating teachers or site supervisors should be chosen with care and they should be given all possible support and assistance in their work with Capital University candidates by both the school district and by the university.

Cooperating teachers or site supervisors shall be nominated by the designated school official and selected by the designated university official. All school district employees nominated as cooperating teachers or site supervisors shall have given their consent for nomination. To qualify as a cooperating teacher or site supervisor, the employee should hold an appropriate degree, a professional teaching license (or license appropriate to the specific field) and a professional or higher-grade teaching license. In addition, a cooperating teacher or site supervisor must have a minimum of three years of experience in the position for which she/he will be providing supervision.

Cooperating teachers or site supervisors will be expected to evaluate the field-based or clinical experience in writing on the basis of guidelines supplied by the university.

In addition to the services provided without cost to the school district by Capital University students, the

University will assist the school district in staff improvement on a basis of service rendered by the school district. Such assistance will be in the form of tuition waiver certificates provided to the school district in accordance with provisions here-in-after set forth. Such certificates may be assigned by the proper official of the school district to any full-time certificated employee of the school district and each certificate (excepting partial certificates) will be accepted by Capital University. The school district employees using the tuition waiver certificates must meet the university's admission requirements and this agreement does not create an obligation on the part of the university to admit a district employee who would not otherwise meet admission requirements. In a question of eligibility, the director of admissions of the university shall make the decision.

As an alternative to the use of the certificates for payment of tuition, as described above, at the request of the cooperating school district, the university will pay to the school district a cash payment of one hundred dollars (\$100) in lieu of each full certificate earned, such payments to be used for the funding of an in-service bank to be administered by the school district. The university shall place no controls on the use of these funds by the school district.

A certificate, valid for one year from June 30 following the date of issue, will be assigned or issued to the school district for each student teacher, school counseling intern, or school administration intern placed in the schools of the district. Other field-based experiences spent under the supervision of a teacher or other certificated employee of the school district will earn certificates on a prorated basis. Excluded from the computation for certificates will be special assignments.

The university will maintain a record of services provided by the school district and issue certificates at the end of each semester in the university calendar. Partial certificates will be carried to the next semester. A full certificate will be issued for any partial certificate remaining in June of each year. **If not presented for course enrollment, certificates may be redeemed for cash at any time prior to the expiration date. Certificates not used (for course enrollment or cash) by the expiration date shall be null and void.**

The University Agrees:

1. Candidates will undergo BCI and FBI background checks prior to placement within the school district. The university agrees that it shall not place any candidate in the school district who has a disqualifying criminal conviction as listed in O.R.C. 3319.39. Student teachers shall not serve as substitute teachers when the regular teachers are absent.
2. Participating candidates in early field-based teaching experiences will be available to assist cooperating teachers in routine duties related to teaching. These duties include limited supervised teaching, helping grade papers, taking attendance, keeping records, assisting in playground supervision and giving instructional assistance to students who need help.
3. In schools where transportation can be arranged, the university will assign students from certain classes in professional education to serve as individual tutors for elementary and secondary school students.

The above shall be performed without cost to the school district or to the cooperating teachers.

Before the placement for a candidate in a field-based or clinical experience is complete, the cooperating teacher or site supervisor shall be supplied with a data sheet of essential information about the student, and the cooperating teacher or site supervisor, in cooperation with the school district, may have the option of accepting or rejecting the candidate for placement with the cooperating teacher or site supervisor.

Guidelines for cooperating teachers or site supervisors in working with university students in field-based or clinical experiences will be supplied to cooperating teachers or site supervisors. All candidates placed in field-based or clinical experiences will be assigned to a supervisor, employed by the university, who will carefully assist and advise on matters related to the field-based or clinical experience. The university supervisor shall be responsible for recording grades for field-based or clinical experiences. Should a problem arise with a candidate, the university supervisor and cooperating teacher or supervisor should attempt to resolve the problem. If no solution can be reached by these individuals, the cooperating teacher or site supervisor, the cooperating teacher's or site supervisor's supervisor or the university supervisor may contact the Associate Dean of Clinical Partnerships. After a careful review of available options, a decision will be made by all parties on whether to withdraw the candidate from a field-based or clinical experience.

The Parties Mutually Agree:

This agreement represents a unified school district position regarding arrangements to provide field-based or clinical experiences for students (i.e., unified implies positions on which teachers and administrators are in agreement.) The school district's Board of Education has the responsibility for providing assurance that the agreement is a unified one. Co-signatures are one way of providing that assurance.

Accordingly, if, after a unified position has been reached and an exchange of services agreement has been signed on behalf of the district, either the superintendent or his/her designee should ask to have candidates withdrawn from the district during the agreement year, the university shall withdraw students from the school district.

Members of the staff and faculty of the university may contract directly with the school district to offer non-credit, in-service classes if the university has given permission for the faculty or staff member to take outside employment.

The university and the school district both agree to carry out their responsibilities under this agreement in accordance with the Family Educational Rights and Privacy Act (FERPA) and Ohio Revised Code 3319.321(Confidentiality). To the extent the school district generates or maintains education records related to the participating university students, the school district agrees to comply with FERPA to the same extent that such law and regulations apply to the university and shall treat confidentially and limit access to such student records to only those employees or agents who have a legitimate need to know consistent with their official responsibilities. For the purposes of this agreement, pursuant to FERPA, the university hereby designates the school district as a school official with a legitimate educational interest in the education records of the participating students to the extent that access to the university's records is required by the school district to carry out the clinical experiences. The same requirement with respect to FERPA and state law confidentiality shall apply to those university candidates placed in the school district. The candidates shall maintain the

Confidentiality of information obtained regarding school district students.

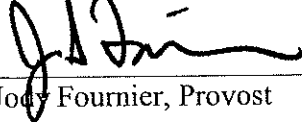
The effective date for this agreement is August 1, 2021. The agreement is subject to annual review in May of each year by both the cooperating school district and the university.

Schedule for Pro-Rating Certificates:

Each full-time student teaching experience (full: fifteen weeks, approximately 562.5 hours; split: eight/seven weeks, approximately 300/262.5 hours) equals one full certificate. Each full-time clinical experience (600 clock hours of school counseling internship; 6 months of school administration internship (approximately 220-280 clock hours)) equals one full certificate. Other field experiences (indicated below) which accumulate 300 hours equal one full certificate.

Class Level	Course Type	Content/License	Total Hours (Per student)
Sophomore	Observation	ECE/IS/MCE/AYA/K-12	72
Sophomore	Observation	Music	50
Junior	Pedagogy	ECE or dual ECE/IS	225
Junior	Pedagogy	MCE/AYA/IS	90
Junior	Pedagogy	MCE Generalist	180
Junior	Pedagogy	Dual MCE/IS	180
Junior	Pedagogy	Art	60
Junior	Pedagogy	Music	50
Post Degree	Practicum	TESOL	75
All levels	Tutoring	All Areas	20
Masters	Practicum	School Counseling	100
Masters	Internship	School Counseling	600
Masters	Internship	School Administration	Minimum 220

For CAPITAL UNIVERSITY:


Jody Fournier, Provost

8/11/2021
Date

For THE SCHOOL DISTRICT:

Name/Position

Date