

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE LORAIN CITY SCHOOL DISTRICT, THE LORAIN
ACADEMIC DISTRESS COMMISSION AND THE OHIO DEPARTMENT OF
EDUCATION**

This Amended and Restated Memorandum of Understanding ("MOU") is entered into by and between the Lorain City School District (the "District"), the Lorain Academic Distress Commission ("LADC") and the Ohio Department of Education ("ODE") (collectively, the "Parties") to address reimbursements related to: (1) the expenses associated with the LADC hiring a search firm to assist it in searching for a Chief Executive Officer ("CEO") for the District and (2) the CEO's compensation as stated within the CEO's contract between the CEO and the District.

I. Compensation

A. Search Firm

1. Pursuant to § 265.210 of H.B. 49, which was passed in the 132nd General Assembly, ODE agrees to reimburse to the District for the expenses incurred by the LADC as a result of hiring a search firm to assist in the hiring of the District's CEO in accordance with the terms of this MOU. The executed contract entered into by the LADC with the selected search firm is attached and incorporated herein as "Exhibit A."
2. The total amount to be reimbursed to the District for expenses related to the search firm shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).
3. Payments shall be made within thirty (30) days of an invoice that meets the requirements of this Section and MOU. Invoices shall include an itemization of services, including the date services were rendered, number of hours spent, if applicable, and the total amount due as provided for under the contract. The District is expected to submit its invoices to ODE within fifteen (15) business days of receipt of an approved invoice from the LADC. The District shall submit all invoices to the following email address: Fiscal.management@education.ohio.gov. The final invoice related to the CEO search will be submitted by the District to ODE no later than forty-five (45) days after the MOU's expiration date.
4. The District is required to provide electronic funds transfer (EFT) payment information and maintain such an account for all associated payments. The District may sign up at <http://www.supplier.obm.ohio.gov/>

B. CEO Contract

1. Pursuant to Ohio Revised Code ("ORC") § 3302.10(C)(1), ODE agrees to advance on a quarterly basis the amounts stated in Section I.B. to the District the expenses due under the CEO Contract, which is attached hereto and herein as "Exhibit B." Beginning with the 2019 fiscal year (beginning July 1, 2018 and ending June 30, 2019; "Fiscal Year 2019"),

ODE will advance on an annual basis the amounts stated in Section I.B. to the District the expenses due under the CEO Contract.

2. The total estimated amount to be reimbursed under this MOU related to the CEO's compensation for the period of August 8, 2017 through June 30, 2018 ("the Initial Term") is Three Hundred and Seventeen Thousand, Five Hundred and Fifty-Seven Dollars (\$317,557.00). The amounts and related expenses are listed in "Exhibit C," which is attached and incorporated herein.
3. The CEO's total compensation and the reimbursements are estimated figures and will be adjusted as necessary to conform to the requirements of the Contract and this MOU on an annual basis through the true-up document, in the form of the template attached hereto as "Exhibit C" and incorporated herein by reference. Each true-up will be documented in writing and shall be signed by all of the Parties, which will serve as an addendum to this MOU and incorporated herein without any further action of the Parties.
4. ODE agrees to advance to the District the following amounts for the Initial Term on the following dates:
 - a. Effective date of MOU, in the amount of \$79,389.25.
 - b. October 1, 2017 in the amount of \$79,389.25.
 - c. January 1, 2018 in the amount of \$79,389.25.
 - d. April 1, 2018 in the amount of \$79,389.25.
5. After the completion of the Initial Term but no later than March 31, 2019, the District shall submit to ODE a completed true-up document in the form of Exhibit C that shows the actual expenses incurred by the District under the Contract for the Initial Term.
6. For Fiscal Year 2019, ODE shall advance to the District \$293,728.34, payable in one installment, which reflects the adjustment to reflect the actual expenses incurred from the Initial Term. Within 90 days after the close of Fiscal Year 2019, the District shall submit to ODE a completed true-up document in the form of Exhibit C that shows the actual expenses incurred by the District under the Contract for Fiscal Year 2019.
7. For the Initial Term and Fiscal Year 2019, ODE shall pay to the District the expense incurred by the District in excess of ODE's advance to the District under this MOU, so long as the expense incurred is in accordance with the Contract. If the amount advanced by ODE exceeds the District's actual expenses for the Initial Term or Fiscal Year 2019, the District shall reimburse ODE for the excess amount; ODE may adjust a future advance to effect such reimbursement. All payments will be calculated in accordance with the Contract. The District agrees to make payments to the CEO in accordance with the Contract, and that funds advanced to it by ODE pursuant to this MOU shall be used only for the purpose of paying the CEO in accordance with the Contract.

II. TERM OF THE MOU

The MOU is effective upon the signature of both Parties and shall terminate **June 30, 2019**, unless renewed or extended within sixty (60) days of the termination date specified above.

III. TERMINATION

This MOU may be terminated only as follows:

1. By ODE immediately with or without cause upon thirty (30) days written notice.
2. By mutual, written consent of the Parties.

IV. COMPLIANCE WITH LAWS

The Parties agree to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

V. CERTIFICATION AND AVAILABILITY OF FUNDS

The MOU is subject to the provisions of ORC § 126.07. It is expressly understood by the Parties that none of the rights, duties, and obligations described in this contract shall be binding on any Party until all statutory provisions under the ORC have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate state agencies.

VI. AMENDMENTS OR MODIFICATION

No amendment or modification of this MOU shall be effective against either Party unless such amendment or modification is set forth in writing and signed by both Parties.

VII. WAIVER

The waiver or failures of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

VII. SEVERABILITY

If any provision of this agreement is found invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this MOU shall not in any way be affected or impaired unless such severance would cause this agreement to fail of its essential purpose.

IX. GOVERNING LAW

This MOU shall be construed under and in accordance with the laws of the State of Ohio. Any civil action brought under this MOU shall be filed in a court with competent jurisdiction located in Franklin County, Ohio.

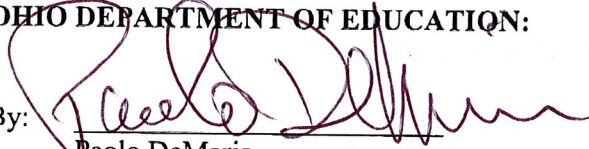
X. ENTIRE AGREEMENT

This MOU constitutes the entire agreement of the Parties hereto and supersedes any prior understandings or written or oral communications between the Parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this MOU on the day and year set aside by their respective signatures.

OHIO DEPARTMENT OF EDUCATION:

By:

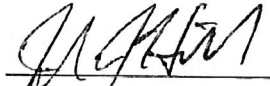

Paolo DeMaria
Superintendent of Public Instruction

Date

3/19/19

LORAIN CITY SCHOOL DISTRICT

By:

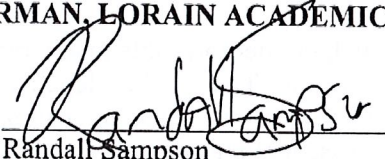

Joshua J. Hill
Name
Treasurer
Treasurer

Date

3/19/19

CHAIRMAN, LORAIN ACADEMIC DISTRESS COMMISSION

By:


Randall Sampson
Chairman,
Lorain Academic Distress Commission

Date

03-18-2019