EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY Regular Meeting of June 27, 2022 124 W. Washington St, Medina, Ohio

CALL TO ORDER

President Weglewski called the meeting to order at 6:02 p.m.

ROLL CALL

The following members were present for the roll call: Dr. Clarke, Mr. Consiglio, Mr. Matson, and Mrs. Weglewski. Mr. Ravanelli joined the meeting at 6:18 p.m.

22-06-86 Motion by Mr. Matson and seconded by Dr. Clark to approve the minutes of the May 23, 2022

VOTE: Mr. Matson, yes; Dr. Clarke, yes; Mr. Consiglio, yes; Mr. Ravanelli, yes; Mrs. Weglewski, yes.

RECOGNITION OF VISITORS

Rachel Krauss

PUBLIC PARTICIPATION

All meetings of the Board will be open to the public.

In order for the Board to fulfill its obligation to complete the planned agenda in an effective and efficient fashion, a maximum of 30 minutes of public participation will be permitted at each meeting. Each person addressing the Board will give his/her name and address. If several people wish to speak, each person will be allotted three minutes until the total time of 30 minutes is used. During that period, no person may speak twice until all who desire to speak have had the opportunity to do so. Persons desiring more time should follow the procedure of the Board to be placed on the regular agenda. The period of public participation may be extended by a vote of the majority of the Board.

TREASURER'S REPORT - Treasurer Gregory

- A. Fund Statement –June 2022
- B. Reconciliation June 2022
- C. Investment Review June 2022
- D. List of Bills Paid –June 2022
- E. Next Governing Board Meeting July18, 2022 at 6:00 p.m.

SUPERINTENDENT'S REPORT

- A. Building Update
- B. Salary Discussion

BOARD MEMBERS' REPORTS

- A. Legislative Liaison Mrs. Weglewski gave an update on HB99 Ohio Schools Safety Crisis Center to provide curriculum on dangerous operations policies. Also an update on HB140 transparency bill on levies.
- B. Student Achievement Liaison Mr. Ravanelli No report.
- C. Policy Committee Mr. Matson and Mrs. Weglewski Second Policy readings on this agenda.
- D. Business Advisory Council Dr. Clarke Looking at what's the next thing to do. Work on the career coach and onboarding of new employees.

POLICY ITEMS

22-06-87 Motion by Mr. Consiglio and seconded by Mrs. Weglewski to approve the following:

- Staff Handbook Revisions (Attachment A)
- Policy GCJ-R

VOTE: Mr. Consiglio, yes; Mrs. Weglewski, yes Dr. Clarke, yes; Mr. Matson, yes; Mr. Ravanelli, yes.

PERSONNEL ITEMS

Motion by Dr. Clarke and seconded by Mr. Matson to approve resolution numbers 22-06-88, 22-06-89, 22-06-90, 22-06-91, 22-06-92, 22-06-93, 22-06-94, 22-06-95, 22-06-96, 22-06-97 and 22-06-97a

NEW BUSINESS AND SUPERINTENDENT'S RECOMMENDATIONS

22-06-88 Adoption of the substitute list addendum for the 2022-2023 school year. (Attachment B)

22-06-87 Employ the following classified staff members for the 2022-2023 school year:

- 1. Laurie Hays, RN Substitute, at a pay rate of \$22.50 per hour, effective August 1, 2022.
- 2. Lisa McCartin, RN Substitute, at a pay rate of \$22.50 per hour, effective August 1, 2022.
- 3. Kristen Pratt, LPN, at a pay rate of \$18.00 per hour, estimated 1007 hours, 5.5 hours per day, estimated 183 days, effective August 1, 2022.
- 4. Nicole Rath, RN, at a pay rate of \$22.50 per hour, estimated 1074 hours, 6 hours per day, estimated 179 days, effective August 1, 2022.
- 5. Michael Redfern, Consultant and Substitute Pre-Service Bus Trainer, as needed, at a pay rate of \$33.92 per hour, effective August 1, 2022.

22-06-90 Approve the following certified staff member for the 2022-2023 school year:

1. Amy Webster, Student/Family Support Specialist, at a pay rate of \$60,000.00 per year, 8 hours per day, 184 days, effective August 1, 2022.

22-06-91 Approve the following supplemental contracts, effective June 1, 2022 – August 31, 2022:

ESY Services

- 1. Tracy Secaur, estimated 36 hours, at a pay rate of \$39.47 per hour.
- 2. Cynthia Shevel, estimated 173.5 hours, at a pay rate of \$28.00 per hour.
- 3. Mary Webb, estimated 45 hours, at a pay rate of \$17.94 per hour.
- 4. Jessica Wilbraham, estimated 22 hours, at a pay rate of \$34.33 per hour.

Nursing Services

- 1. Amy Banfield, estimated 21 hours, at a pay rate of \$22.00 per hour.
- 2. Kelly Blevins, estimated 70 hours, at a pay rate of \$22.00 per hour.
- 3. Melissa Cottage, estimated 90 hours, at a pay rate of \$15.30 per hour.
- 4. Lori Hogue, up to 40 hours, at a current pay rate of \$50.35 per hour.
- 5. Brittany Osborne, estimated 9 hours, at a pay rate of \$17.00 per hour.

Summer Enrichment Program

- 1. Laura Anderson, Intervention Specialist, estimated 150 hours, at a pay rate of \$30.00 per hour.
- 2. Amanda Davis, Intervention Specialist, estimated 150 hours, at a pay rate of \$30.00 per hour.
- 3. Breanna Krauss, Educational Aide, estimated 5 hours per day, estimated 130 hours, at a pay rate of \$13.50 per hour.
- 4. Kelly Krauss, Educational Aide, estimated 5 hours per day, estimated 130 hours, at a pay rate of \$13.50 per hour.
- 5. Jennifer Lewis, Educational Aide Substitute, estimated 40 hours, at a pay rate of \$15.00 per hour.
- 6. Kali Madar, Behavior Technician, estimated 130 hours, at a pay rate of \$20.00 per hour.
- 7. Molly McDaniel, Behavior Technician, estimated 130 hours, at a pay rate of \$25.00 per hour.
- 8. Andrew Miller, Educational Aide, estimated 130 hours, at a pay rate of \$13.50 per hour.

- 9. Holly Phillips, Intervention Specialist, estimated 130 hours, at a pay rate of \$30.00 per hour.
- 10. Pamela Relitz, Intervention Specialist, estimate 150 hours, at a pay rate of \$30.00 per hour.
- 11. Ellie Radabaugh, Educational Aide, estimated 130 hours, at a pay rate of \$14.00 per hour.
- Stephanie Sanders, Behavior Specialist, estimated 150 hours, at a pay rate of \$33.55 per hour.
- 13. Tracy Secaur, Behavior Specialist, estimated 150 hours, at a pay rate of \$39.47 per hour.
- Emilee Waite, Educational Aide, estimated 5 hours per day, estimated 130 hours, at a pay rate of \$13.50 per hour.
- 15. Sharon Walter, Educational Aide, estimated 130 hours, at a pay rate of \$15.39 per hour.
- 16. Elizabeth Weidman, Educational Aide, estimated 130 hours, at a pay rate of \$14.50 per hour.

22-06-92 Approve the following changes to employment/contract status for the 2022-2023 school year;

- Capri Blasco, from a Personnel Secretary to a Virtual Academy Educational
 Aide/Administrative Assistant, from 260 days to an estimated 220 days, at a pay rate of \$16.55
 per hour, effective August 1, 2022.
- 2. Kayla Dean, from an Intervention Specialist to a Transition to Work Specialist, from 75 days to 184 days, 7.5 hours per day, at a pay rate of \$48,000.00 per year, effective August 1, 2022.
- 3. Nicole Elkevizth, LPN, from an estimated 157 days to an estimated 150 days, from 5.5 hours for day to 6 hours per day, effective August 1, 2022.
- 4. Nicole Hopek, RN, from an estimated 17 days to an estimated 31 days, effective August 1, 2022.
- 5. Deann Moore, from an LPN to an LPN Substitute, effective August 1, 2022.
- 6. Angela Osiecki, RN, from an estimated 16 days to an estimated 91 days, from 4 hours per day to 6.75 hours per day, effective August 1, 2022.
- 7. Tara Piovarchy, RN, from an estimated 58 days to an estimated 89 days, effective August 1, 2022.

22-06-93 Approve the following resignations for the 2021-2022 school year.

- 1. Oana Banu, Intervention Specialist, effective June 13, 2022.
- James Hedrick, Van Driver Substitute, effective May 31, 2022.
- 3. Lisa Janus, LPN, effective June 8, 2022.
- 4. Kristin Kitzmiller, Behavior Specialist, effective June 15, 2022.
- 5. Kaitlyn Laugesen, Educational Aide, effective June 16, 2022.
- 6. Hannah O'Conner, LPN, effective May 27, 2022.
- 7. Heather Perry, ASL Substitute, effective June 14, 2022.
- 8. Dawn Sibits, LPN, effective May 27, 2022.
- 9. Amanda Shea, Behavior Specialist, effective June 9, 2022.
- 10. Judith Weinerman, Educational Aide, for purpose of retirement, effective May 26, 2022.

22-06-94 Approve the following stipends:

- 1. Lisa Janus, 7 hours, at a pay rate of \$21.00 per hour for the Mogadore Band Trip.
- 2. Breanna Krauss, flat rate of \$1,000 for assistance with ESC Site program.

22-06-95 Approve the following supplemental contracts, pending receipt of aide permit/favorable BCI/FBI:

Summer Enrichment Program

- 1. Mary Margaret Cavanaugh, Educational Aide, estimated 5 hours per day, estimated 130 hours, at a pay of \$14.00 hour.
- 2. Lauren Riggi, Intervention Specialist, at a pay rate of \$30.00 per hour.

22-06-96 To approve the personnel contracts as provided for the 2022-2023 school year. (Attachment C)

22-06-97 To approve staff salary recommendations as provided for the 2022-2023 school year. (Attachment D)

22-06-97a To approve Behavior Specialist salary updates effective 8/1/2022 as presented. (Attachment E)

VOTE: Dr. Clarke, yes; Mr. Matson, yes; Mr. Consiglio, yes; Mr. Ravanelli, yes; Mrs. Weglewski, yes.

ACTION ITEMS

<u>22-06-98</u> Motion by Mr. Matson and seconded by Mr. Ravanelli to approve the FMLA request for leave for Justine Fechko-Sheehan beginning approximately August 7, 2022, through October 3, 2022.

VOTE: Mr. Matson, yes; Mr. Ravanelli, yes; Dr. Clarke, yes; Mr. Consiglio, yes; Mrs. Weglewski, yes.

<u>22-06-99</u> Motion by Mr. Ravanelli and seconded by Mrs. Weglewski to approve mileage reimbursement for Superintendent Robert Hlasko and Treasurer Matthew Gregory, in the amount of \$968.83 and \$419.51, respectively. (Attachments F and G)

VOTE: Mr. Ravanelli, yes; Mrs. Weglewski, yes; Dr. Clarke, yes; Mr. Consiglio, yes; Mr. Matson, yes.

<u>22-06-100</u> Motion by Mr. Ravanelli and seconded by Mr. Matson to set the ESC 2022 mileage reimbursement rate at the IRS approved rate of 62.5 cents per mile, effective July 1, 22022.

VOTE: Mr. Ravanelli, yes; Mr. Matson, yes; Dr. Clarke, yes; Mr. Consiglio, yes; Mrs. Weglewski, yes.

<u>22-06-101</u> Motion by Mrs. Weglewski and seconded by Dr. Clark to approve the Lease Agreement with the Medina County Commissioners to provide the ESC of Medina County office space in the Professional Building. (Attachment H)

VOTE: Mrs. Weglewski, yes; Dr. Clarke, yes; Mr. Consiglio, yes; Mr. Matson, yes; Mr. Ravanelli, yes.

<u>22-06-102</u> Motion by Mr. Matson and seconded by Mr. Consiglio to approve ethics commission filing fees for the attached board members. (Attachment I)

VOTE: Mr. Matson, yes; Mr. Consiglio, yes; Dr. Clarke, yes; Mr. Ravanelli, yes; Mrs. Weglewski, yes.

22-06-103 Motion by Dr. Clarke and seconded by Mr. Ravanelli to approve advances and transfers to the cash account below:

Amount to Transfer: \$27,115.92	From: 001-9200	To: 001-9205 Rise Academy
Amount to Advance: \$485.00	From: 001-0000	To: 001-9500 Zentangle Certification
Amount to Transfer: \$429,922.82	From: 001-0000	To: 001-9900 275 Center St. Seville
Amount to Transfer: \$2971.20	From: 001-0000	To: 003-9900 Capital Imp. Seville
Amount to Advance: \$5,161.92	From: 001-0000	To: 499-9022 Parent Mentor Grant
Return of Advance: \$2,000.00	From: 019-9009	To: 001-0000 General Fund

VOTE: Dr. Clarke, yes; Mr. Ravanelli, yes; Mr. Consiglio, yes; Mr. Matson, yes; Mrs. Weglewski, yes.

<u>22-06-104</u> Motion by Mrs. Weglewski and seconded by Mr. Consiglio to adopt permanent appropriations for FY22 totaling \$9,105,768.34. (Attachment J)

VOTE: Mrs. Weglewski; yes; Mr. Consiglio; yes, Dr. Clarke; yes, Mr. Matson; yes, Mr. Ravanelli; yes.

22-06-105 Motion by Dr. Clarke and seconded by Mr. Consiglio to approve the agreement with BSHM Design Architects. (Attachment K)

VOTE: Dr. Clarke; yes, Mr. Consiglio; yes, Mr. Matson; yes, Mr. Ravanelli; yes, Mrs. Weglewski; yes.

<u>22-06-106</u> Motion by Mr. Matson and seconded by Mr. Ravanelli to accept the following donations for Fair Honors Ensembles:

1.	The Farmers Saving Bank	\$250.00
2.	Kiwanis Club of Medina	\$100.00
3.	Medina County Agricultural Society	\$1,200.00
4.	Medina County Federal Credit Union	\$250.00
5.	Homer B. Smith	\$100.00

VOTE: Mr. Matson; yes, Mr. Ravanelli; yes, Dr. Clarke; yes, Mr. Consiglio; yes, Mrs. Weglewski; yes.

EXECUTIVE SESSION

Motion by Dr. Clarke and seconded by Mr. Consiglio to move into Executive Session at 7:37 p.m. for the purpose of:

Considering the compensation of a public employee or official.

VOTE: Dr. Clarke, yes; Mr. Consiglio, yes; Mr. Matson, yes; Mr. Ravanelli, yes; Mrs. Weglewski, yes.

President Weglewski declared the Board out of executive session at 8:17 p.m.

ADJOURNMENT

Motion by Mr. Consiglio and seconded by Mr. Matson to adjourn the meeting at 8:17 p.m.

VOTE: Mr. Consiglio, yes; Mr. Matson, yes; Dr. Clarke, yes; Mr. Ravanelli, yes, Mrs. Weglewski, yes.

Minutes Approved:

sident M Wiglandie Treasu



ESC of Medina County

2022-2023

Employee Handbook

Employment Policies and Procedures

Mission

The Educational Service Center of Medina County will be a leader in fostering positive partnerships within our community by providing services and support that promote excellence in education.



Vision

The Educational Service Center of Medina County will be an indispensable and efficient member of our education community by continuing to inspire excellence in education.



Beliefs and Values

- We believe that all partnerships should be based on respect, integrity, and honesty.
- We believe that all human beings are unique and have value.
- We believe that quality education is essential.
- We believe that services should be based on current and projected needs.
- We believe that education is a partnership between family, educators, and the community.
- We believe change impacts our organization.
- We believe that the educational process is global.

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Introductory Information

ESC of Medina County Governing Board

Carolyn Weglewski, President Zach Ravanelli, Vice President Dr. Diana Clarke, Member Kevin Consiglio, Member Dennis Matson, Member

Administration Contact Information

Dr. Robert Hlasko, Superintendent	330.723.6393, Ext. 158 rhlasko@medinaesc.org
Victoria Griffith, Administrative Assistant	330.723.6393, Ext. 141
	tgriffith@medinaesc.org
Matthew Gregory, Treasurer	330.723.6393, Ext. 159 mgregory@medinaesc.org
Rachel Krauss, Director of Special Need Initiatives Student	Services 330.723.6393, Ext. 137 rkrauss@medinaesc.org
Denise Valerio, Director of Technology	330.723.6393, Ext. 126 dvalerio@medinaesc.org
Lori Hogue, Director of Nursing Services	330.723.6393, Ext. 118 <u>lhogue@medinaesc.org</u>
Cari Wiley, Personnel Supervisor Director of Human Reson	arces 330.723.6393, Ext. 140 cwiley@medinaesc.org
Tom Magier, Alternative School Director	330.723.6393, Ext. 220 tmagier@medinaesc.org
Jacinda Yonker, Director of Curriculum & Gifted Services	330.723.6393, Ext. 135 iyonker@medinaesc.org
April Johnson, Transportation Director	330.723.6393, Ext. 147 ajohnson@medinaesc.org

Organizational Chart

[Adoption date: December 7, 1996]
[Re-adoption date: October 28, 2002]
[Re-adoption date: October 22, 2007]
[Re-adoption date: March 23, 2009]
[Re-adoption date: September 26, 2011]
[Re-adoption date: December 13, 2013]
[Re-adoption date: October 27, 2014]

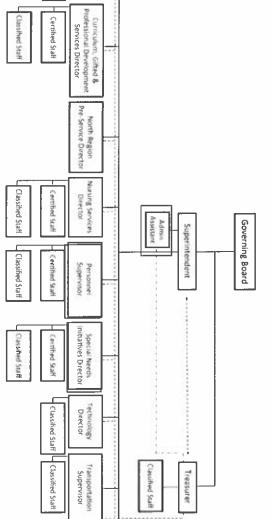
..... Coordination

Direct Supervision

CROSS REF.: CCB, Staff Relations and Lines of Authority

Educational Service Center of Medina County, Medina, Ohio

Educational Service Center of Medina County Organizational Chart



Alternative School Director

Certified Staff

Districts Served

Black River Local Schools Brunswick City Schools Buckeye Local Schools Cloverleaf Local Schools **Highland Local Schools** Medina City Schools Wadsworth City Schools Medina County Career Center Medina County Board of **Developmental Disabilities**

Christopher Clark, Superintendent Michael Mayell, Superintendent Jeffrey Harrison, Superintendent Dr. Daryl Kubilus Jr., Superintendent Catherine Aukerman, Superintendent Aaron Sable, Superintendent Dr. Andrew Hill, Superintendent Steven Chrisman, Superintendent Stacey Maleckar, Superintendent

North Coast Shared Services Alliance Partners

Columbiana County ESC

East Central ESC

ESC of Northeast Ohio Bay Village City Schools Beachwood City Schools **Bedford City Schools** Berea City Schools Brooklyn City Schools Fairview Park City Schools GALA. Hawken Schools Lakewood City Schools Maple Heights City Schools Mayfield City Schools Orange Early Childhood Center Orange City Schools Parma City Schools Rocky River City Schools Shaker Heights City Schools South Euclid Lyndhurst City Schools St. Francis-Cleveland Stepstone Academy Warrensville Heights Westlake City Schools

Rachel Wixey & Associates

Contract Districts

Barberton City Schools Chagrin Falls Exempted Village Copley-Fairlawn City Schools Crestwood Local Schools Mayfield City Schools Medina Christian Academy Mogadore Local Schools

ESC of Lorain County

Avon Lake City Schools Clearview Local Schools Early Learning Center Firelands City Schools **Lorain City Schools** North Ridgeville City Schools Sheffield-Sheffield Lake City Schools Vermilion Local Schools

Lake County

Riverside Local Schools Wickliffe City Schools

Medina County

Black River Local Schools **Brunswick City Schools**

Portage County

Crestwood Local Schools

Summit County

Barberton City Schools Copley-Fairlawn City Schools

Nordonia Hills City Schools Northside Christian Academy Oberlin City Schools St. Francis Xavier Stow-Munroe Falls City Schools Wellington Exempted Village

Services Provided

Alternative School

- Academic Curriculum
- Credit Recovery
- Summer School
- Enrichment Opportunities

Courier

Curriculum

- Online Academy
- ODE Program Trainings
- Curriculum Audits
- Curriculum Mapping

Fine Arts Festivals

- Medina Medical Building Student Artwork Displays
- Solo and Ensemble Festival
- Middle School "All-Star" Band
- Visual Arts Festival
- Fair Honors Ensembles

Gifted/Talented

- Arts Identification
- "Math 24" Competition
- Middle School Academic Challenge
- High School Academic Challenge
- HQPD
- Inkspot Publication
- Teaching

Nursing

- · Licensed School Nurse Consultant
- License Practical Nurse (LPN), State Tested Nurses Aide (STNA), and
- Substitute Staffing
- CPR/First Aide American Heart
- Association (AHA)
- "Safe-Sitter" Babysitting

Human Resources/Substitute Services

- BCI/FBI Background Checks
- Job Posting/Pre-Employment Processing
- PDExpress Management
- Public School Works (PSW)
- Teacher Substitute List

- AESOP Management
- Licensure
- North Coast Shared Services Alliance (NCSSA)
- Safe and Engaged Substitute Training Class

Professional Development

- ED2go Online Classes for Teachers
- FORUM (Future Leaders)
- Crisis Prevention Intervention

Special Education

- RISE Academy
- School Psychology Services
- Board Certified Behavior Analyst (BCBA)
- Speech/Language Pathologist
- English Language Learning (ELL)
 Teachers
- Transition-to-Work Services
- Summer Enrichment Program
- Interpreters-American Sign Language (ASL)
- Autism Specialist
- Home Instructor
- Paraprofessionals
- Mental Health

Special Projects

- Spelling Bee
- Teacher of Excellence
- College and Career Fair

State Initiatives

Technology

- Technicians
- Teachers

Transportation and Pre-Service Training

- School Bus/Van Driver and In-service
- Pre-Service School Bus Driver Training Edulog-Computerized School Bus Routing Program
- Special Needs Transportation

Personnel Information

Attendance

The regular and prompt attendance of all staff members is an essential element of the efficient operation of the Educational Service Center. Absenteeism exacts a high cost in the depletion of ESCMC Resources and in the disruption of the educational program. Consequently, conscientious attendance is an important criterion of satisfactory job performance.

Absences

A staff member who fails to give prompt notice of his/her absences, misuses or falsifies the reason for use of sick leave, fails to verify his/her absences in accordance with board policy, is absent without authorization or is repeatedly tardy will be subject to disciplinary action.

All employees enter absences into the absence management system when an absence is necessary. Employees may also be required to communicate absences via phone or email to ESCMC or district supervisors. (Board Policies-GCBD, GCBD-R, GDBD, GBDB-R)

Punctuality

All staff members are expected to report to work at their regularly scheduled times. The administration understands that tardiness may occur for legitimate reasons but excessive tardiness is cause for concern and will be addressed disciplinarily.

Certification/Licensure/Permits

Positions requiring Ohio Department of Education licensure will be filled only with employees who possess the appropriate license or equivalent certification. Teachers and administrators must possess a valid ODE license to receive compensation for services rendered. No employee without a license of qualification will receive any compensation for duties performed.

All certificates/licenses officially "expire" on June 30 of the last year the certificate/license is valid. It is the responsibility of the employee to maintain appropriate licensure. Licensed employees who fail to provide the LPDC with transcripts or official documentation that they have met the requirements for renewal by June 30 will no longer be qualified to continue employment with the ESCMC and may be terminated for failing to meet an underlying condition of employment. (Further information on this topic can be found in the ESCMC LPDC Handbook by logging into the Intranet.)

All permits officially "expire" on June 30, of the last year the permit is valid. It is the responsibility of the employee to maintain appropriate permits. Paraprofessional employees who fail to provide documentation of renewal of an expiring permit by June 30, will no longer be qualified to continue employment with the ESCMC and may be terminated for failing to meet an underlying condition of employment.

Van Driver Certification

As required by ORC 3327.10, all ESCMC van drivers must be appropriately certified. Initial and continued certification is based on:

- An initial and semi-annual check of the employee's driving record as obtained through the ODE website. Drivers who exceed the parameters described in ORC will not be eligible for employment.
- BCII and FBI checks completed within the past 12 months for initial employment and completed within 12 months prior to re-certification, thereafter.
- An annual driver physical and completed T-8 Form
- Completion of a four (4) hour mandatory, Ohio Pre-Service Van Driver Training Course to receive an initial Ohio Pre-Service Van Driver Certificate good for six years.
- Two hours of approved professional in-service annually as required by OAC Pupil Transportation Operation and Safety Rules.

Compensation

All staff members will have their salary or hourly rate established in their initial contract. The board will review the salary recommendations made by the Superintendent on an annual basis and all staff members will receive written salary notices prior to July 31 of each year.

In determining and developing salaries, the Board will consider the responsibilities of the position, the qualifications needed, past experience of the individual and service credit.

Benefits

Health Insurance

Full-time Employees -

ESC and employee cost ratios based on full-time employment equaling > 30 hours per week or > 130 hours per month (both as measured annually). If the employee meets the above criteria they are eligible for the Regular Plan with the ESC paying 85% and the employee paying 15% of the plan cost.

Part-time Employees -

ESC and employee cost ratios based on part-time employment equaling < 30 hours per week or < 130 per month (both measured annually). If the employee meets the above criteria they are eligible for the Bronze Plan with the ESC paying 0% and the employee paying 100% of the plan cost.

If the hours for either classification are not immediately and clearly defined at the onset of employment the ESC may place the employee in a "measurement period" as defined by ACA regulations. It should also be noted that a mid-year change in employment/hours may result in a change to these benefits as defined above.

Substitute employees -

Any employee who has a contract to work on an as-needed basis, i.e., the number of days and hours per day are not explicitly stated in the contract.

Group Life Insurance

The Board provides life insurance for all employees whose contract calls for a minimum of 960 hours or 120 workdays per year.

Severance

Severance will be granted to employees employed by the ESCMC prior to January 1, 2006, as long as they present evidence of retirement from active service. Employees employed after January 1, 2006, must have been employed by the ESC of Medina County for five consecutive years and present evidence of retirement from active service in order to be granted severance pay. Payment will be made for one-fourth of unused sick leave days to a maximum of 60 days.

Contracts

Certificated Staff (Administrative)

Administrative staff includes those employees who are assigned to a position requiring ODE licensure as an administrator and any non-licensed employee whose job duties enable him/her to be considered as either a supervisor or a management level employee. The Governing Board will provide a written contract of employment with each administrator nominated for such by the Superintendent. The terms of the contract will not exceed three years, except in the case of administrators who have worked in the ESCMC for three years or more. Contracts for these administrators will not exceed five years.

Action by the Governing Board to re-employ administrators will take place anytime between January 1 and June 1 of the year in which the administrator's contract expires.

Certificated Staff (Teaching)

The Governing Board will enter into written contracts for the employment of all teachers. Contracts for such will be of two types: limited and continuing. Limited contracts will be for a term not to exceed five years. Continuing contracts will be awarded in compliance with Ohio Revised Code 3319.08. (Further information on this topic can be found in the ESCMC LPDC Handbook by logging into the Intranet.)

Classified Staff

The Governing Board will enter into written contracts for the regular employment of classified staff. Newly hired classified staff will receive a contract for no more than one year. If such employees are rehired, the subsequent contract will be for a period of two years (regardless of the length of the first contract). After a series of three (3) two-year contracts, the employee will be granted a continuing contract in accordance with ORC 3319.081.

As-Needed/Substitutes/ "Non-regular" Employees

Substitutes and employees whose jobs are funded on a year-to-year basis are not considered regular employees and, as such, will not follow the above described contract plans and will receive contracts no greater than one year in length. Substitutes and others employed on a casual or day-to-day basis will not receive annual notice of non-re-employment.

Criminal Records Checks

Ohio law requires that all individuals must have baseline Ohio Bureau of Criminal Investigation (BCII) and Federal Bureau of Investigation (FBI) criminal background checks at the time they apply for their first Ohio educator license, certificate or permit Those BCI and FBI background checks must be no older than one year (365 days) at the time they are used for initial licensure or new employment.

If an individual then resides continuously in Ohio and maintains uninterrupted employment with an educational institution, he or she does not ever need to update the BCI background check, but must obtain an updated FBI check once every five years. ESCMC employees are required to complete the 5-year update of their FBI background checks prior to the beginning of the school year in which they expire. Failure to do so may result in disciplinary action up to and including termination.

If an individual lives outside Ohio at any time during the five years after obtaining a BCI check, or if an individual obtains new employment, then both the BCI and the FBI background checks will need to be updated.

This applies to all individuals holding a state of Ohio educator license, certificate or permit.

FBI/BCI Reimbursement

FBI and BCI background checks will be reimbursed to employees based on their employment status and a minimum threshold of days worked with the ESCMC. The number of days will be tracked by the Treasurer's office and reimbursements will be paid to employees on a quarterly basis. The quarterly payment schedule is October, January, April, and July.

Regular Employees

- Initial Employment FBI and BCI background checks will be reimbursed for the amount paid after an employee has worked 25 days.
- FBI Five-Year Renewal FBI will be paid for by the ESC.

As-Needed/Substitute Employees

- Initial Employment FBI and BCI background checks will be reimbursed for the amount paid after an employee has worked 25 days.
- Five-Year Renewal FBI will be reimbursed for the amount paid after an employee has worked 25 days in the term following the renewal.

Deductions

The Treasurer shall make deductions from the employee's paycheck as required for Federal, State taxes and other deductions as elected by the employee and authorized by Board Policy. (Board Policy-DLB)

Dockage of Pay

The Board has authorized the Treasurer to withhold salary or wages for unapproved time off in accordance with Board policy by action of the Superintendent.

Dress Code

All staff members shall maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. All staff members are expected to present a professional, businesslike image to visitors, customers, and the public. Jeans, beachwear, and athletic wear are not to be worn except in accordance with the dress-down guidelines below. Directors should communicate any department-specific workplace attire and grooming guidelines to staff members during new-hire orientation and evaluation periods. Any questions about the department's guidelines for attire should be discussed with the immediate supervisor.

If the Superintendent designates a dress-down day, staff members are expected to present a neat appearance and are not permitted to wear ripped, frayed or disheveled clothing, athletic wear, tight, revealing or otherwise workplace-inappropriate dress. Tee shirts and sweatshirts are not to be worn except on designated days and must display emblems and slogans related to the theme of the day, the ESCMC, or ESCMC client and contract districts. Exceptions will be made only with prior approval by a department supervisor or the Superintendent.

Employees assigned to a district must follow the dress code for that district with the ESCMC code set as a minimum.

Drug-Free Workplace

The ESCMC has a vital interest in maintaining a safe, healthful, and efficient working environment for its employees and the public. Employees impaired by alcohol or other drugs during work hours may pose safety and health risks, not only to themselves, but to others. Therefore, to ensure a safe working environment, it is the policy of the ESCMC that the use of alcohol, other drugs, or controlled substances, or impairment from such use, during work hours, is prohibited. Likewise, it is the policy of the ESCMC that illegal possession, manufacturer, use, sale, or transfer of a controlled substance at the work site during work hours by its employees is prohibited. Violations of this policy will be cause for corrective and disciplinary actions up to and including termination.

Employee Assignments and Transfers

The Superintendent or designee shall assign the licensed and classified personnel to specific jobs and locations.

Unless specified by an employment contract, no employee is guaranteed a specific location or assignment. The nature of ESC-provided services requires flexibility and an acknowledgement that a service may be suspended or expanded by the client.

Employee Conduct and Behavior

The Board expects staff members to conduct themselves in a manner which not only reflects credit to the Educational Service Center, but also presents a model worthy of emulation by students. All staff members will be expected to carry out their assigned responsibilities with conscientious concern. The use of proper grammar in spoken and written form shows attention to detail and demonstrates critical thinking. Poor grammar will leave clients wondering if you represent the company well. Essential to the success of ongoing school operations and the instructional program are the following specific responsibilities which will be required of all personnel.

- 1. Faithfulness and promptness in attendance at work
- Support and enforcement of policies of the Board and regulations of the administration
- 3. Diligence in submitting required reports promptly a the times specified
- 4. Care and protection of ESCMC property
- Concern and attention toward their own and ESCMC's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times

Ethical Conduct

The Ohio Code of Professional Conduct for Educators (OCPCE) governs the actions of educators in Ohio. Failure to adhere to the OCPCE may affect one's licensure and/ or eligibility to be employed as an educator in Ohio. The code is available in its entirety at http://education.ohio.gov/Topics/Teaching/Educator-Conduct/Licensure-Code of-Professional-Conduct-for-Ohio-Ed.

- 1. Educators behave in a professional manner, realizing that one's actions reflect directly on the status and substance of the profession
- 2. Educators maintain a professional relationship with all students at all times, both in and outside the classroom
- Educators accurately report information required by the local board of education or governing board, state education agency, federal agency or state or federal law
- Educators adhere to federal, state and local laws and statutes regarding criminal activity
- Educators comply with state and federal laws related to maintaining confidential information
- Educators serve as positive role models and do not use, possess or unlawfully distribute illegal or unauthorized drugs
- 7. Educators ensure that school property, public funds or fees paid by students or the community are used in the best interest of students and not for personal gain
- 8. Educators fulfill all of the terms and obligations in their employment contract

ESCMC employees are required to adhere to the OCPCE. Violation of the Code may result in disciplinary action at the State and/or local level up to and including termination and loss of license.

Employee Files

Personnel records are maintained on all ESCMC employees. The files are kept in compliance with Ohio Revised Code and, therefore, constitute a public record and are subject to the laws pertaining to public records. The Superintendent is responsible for the maintenance of the employee record system.

Employees may review their own personnel files by:

- Requesting access in writing
- Reviewing the file in the presence of the administrator designated by the Superintendent
- Signing a log attached to indicate the date and person (s) reviewing the file
- No material placed into a personnel file can be altered or removed during a record review

Employees wishing to dispute the accuracy, relevance, timeliness, or completeness of information in the file may request the ESCMC administration to investigate the current status of the information. Within 90 days of receiving the request, the ESCMC administration will make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete, and shall notify the disputant of the results of the investigation and of the action that will be taken with respect to the disputed information. The ESCMC will delete any information that it cannot verify or that it finds to be inaccurate.

If the disputant is not satisfied with the determination of the ESCMC administration, the employee may provide a statement that he/she protests that the information is inaccurate, irrelevant, outdated, or incomplete. The employee may include a statement of his/her position on the disputed information.

The ESCMC will maintain a copy of the disputant's statement of the dispute and will include the statement provided by the employee in any subsequent transfer, report, or dissemination of the disputed information.

Health and Safety

The Educational Service Center will try to ensure the safety of employees during their working hours and assist them in the maintenance of good health. All employees are expected to observe commonly recognized practices that promote health and safety.

Emergency Medical Forms

Employees will be asked to complete an emergency form annually, to be kept on file in the Human Resources office. Please notify the Human Resources Department of any changes as they occur.

Accident/Exposure Reporting

In case of an injury while pursuing duties in keeping with the employee's contract, the employee may be eligible for payment of medical expenses under the Worker's Compensation Act of Ohio. Please contact the treasurer's office with questions.

PublicSchoolWORKS (PSW)

PublicSchoolWORKS is a web-based "risk management" system which provides required trainings about staff and student behavior, health, and safety compliance. PublicSchoolWORKS is the tool the ESCMC uses to assure employee compliance with trainings as required by the Ohio Department of Education (ODE), the Ohio Department of Health (ODH), and the Occupational Safety and Health Administration (OSHA).

The PSW trainings are required prior to approval for employment by the Governing Board. Additionally, some trainings must be repeated periodically during the term employment with the ESCMC. On occasion, a new training may also be added to the list of requirements.

Employees receive an email from "WORKS" with the word "Training" in the subject line. The email includes the course titles and due dates for the trainings. New employees, prior to being approved for employment, must submit initial PSW transcripts to Human Resources. After initial employment, completion of updates, refreshers, and new requirements is tracked electronically.

All of the required trainings are estimated by PSW to take approximately eight hours to complete. Individuals may be able to progress through the courses more quickly. Courses range from 10 to 80 minutes as an estimated completion time. Users can log in repeatedly to work on the trainings and are not required to complete them in one session. Upon receipt of a notification of a required training, employees have 30 days to complete it.

PSW trainings are an employment requirement for employees of the Educational Service Center of Medina County. The PSW system will send multiple reminders of training awaiting completion. Employees who do not complete required trainings may be subject to discipline up to and including nonrenewal or termination.

Evaluations

All full-time ESCMC employees will be evaluated on a yearly basis. The evaluation process and procedures will follow the Ohio State Law and ESCMC Governing Board Policies-AFC, GCN, AFD, and GDN

Harassment/Nondiscrimination

Harassment is defined as intimidation by threats of or actual physical violence; the creation, by whatever means, including the use of electronic communications devices, of a climate of hostility or intimidation; or the use of language, conduct or symbols in such a manner as to be commonly understood to convey hatred, contempt or prejudice or to have the effect of insulting or stigmatizing an individual. Employees or students who engage in discrimination/harassment of another employee or student shall be subject to disciplinary action up to and including termination.

Any employee or customer who believes that he or she has been a victim of harassment or discrimination should report the act to his or her immediate supervisor or the ESCMC Superintendent.

Affirmative Action and EEO Policy

It is the policy of the Governing Board of the Educational Service Center of Medina County to ensure equal employment opportunity in accordance with Ohio Revised Code 125.111 and all applicable federal regulations and guidelines. Employment discrimination against employees and applicants due to race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), military status, or veteran status is illegal.

The Governing Board and its employees comply with state and federal equal employment laws, rules, regulations, and guidelines. Our Affirmative Action and EEO policy statements are disseminated to all employees, various recruitment sources, and are displayed on all applicable job sites and business locations. Any employee that deliberately violates this policy will be subjected to disciplinary action.

Sexual Harassment

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and verbal or physical contacts of a sexual nature. (Board Policies-ACAA, ACAA-R and ACAA-E)

Nondiscrimination on the Basis of Disability

Employees of the Educational Service Center will comply with the law and Board policy to ensure nondiscrimination on the basis of disability. (Board Policies-ACB, ACB-R and ACB-E)

Health Insurance Portability and Accountability (HIPPA)

The Board is committed to protecting the privacy and confidentiality of employee health care information. The Board fully supports and complies with all Federal and State statutes and rules regulating the use, maintenance, and disposition of healthcare records and information.

Work Hours

The Educational Service Center will regularly be open from 7:30 a.m. through 4:00 p.m., Monday through Friday each week.

Employees who are assigned to districts will follow the scheduled hours of that district. Employees working in the central Office of the ESCMC will start no earlier than 7:30 a.m. unless the Superintendent (or designee) assigns a different work day due to the requirements of the position.

The nature of the duties and responsibilities of administrators and supervisors who are on salary will require their hours of work to vary and extend as necessary to fulfill the requirements of their positions. The work hours for all salaried employees will be established through their individual contract. The responsibilities of leadership include setting an example and expectations for all. Administrative staff members are to be on duty during the regular work day, but also to include such additional time as is necessary to perform the duties and responsibilities of the position after regular work hours or on weekends.

For all staff at the ESC Central Office the expectation is that in-person attendance is crucial to our customer-service oriented organization. Notwithstanding this expectation, there may be times when working from home is necessary due to weather, epidemic, or unique circumstances. ESC Central Office Staff must complete a "work from home" request form in order to seek approval for the the specified date. Whenever possible, barring extreme circumstances, the request should be made at least 2 business days in advance.

Calamity Days

Employees who are assigned to districts will follow the directions of the district(s) in which they are assigned. Generally, an hourly employee must be regularly scheduled on the date of calamity in order to qualify for calamity pay. Unless otherwise preapproved by both the ESC Superintendent and district of work, substitute employees do not qualify for calamity pay.

ESC Central Office employees will follow the directions of the ESC Superintendent (or designee) regarding calamity situations. Generally, an hourly employee must be regularly scheduled on the date of calamity in order to qualify for calamity pay.

Unless otherwise pre-approved by both the Superintendent, substitute employees do not qualify for calamity pay. In some cases the Superintendent may designate employees to work from home during this time. In these instances timesheets should accurately reflect time worked and calamity time.

Summer Hours

The Superintendent may annually revise the hours of operation of the ESCMC Central Office during the time from June - August to accommodate for a change in business patterns and demand. A change to the hours of operation shall be uniform for the summer months and communicated to staff and clients with sufficient notice.

Leaves

Leaves and absences granted to staff will be for the purposes of helping them maintain their physical health, taking care of family and other personal emergencies and discharging important and necessary obligations. All requests for long-term leaves of absence will be submitted by the Superintendent, together with his/her recommendations, to the Board for its action.

Unrequested Leave

The Board may place an employee on unrequested leave and may renew such leave upon its expiration. An employee may be assigned to unrequested leave due to physical or mental disability, or for engaging in conduct that could lead to a termination or a disciplinary suspension without pay.

Teachers who receive a composite evaluation rating of ineffective for two consecutive years may also be place on unrequested leave. Employees may request hearings regarding such leave.

The Board may require a medical examination of an employee whenever, in its judgment, it is necessary to confirm the individual's ability to perform his/her job in a safe and effective manner. An employee placed on unrequested leave following such an examination will have the opportunity to meet with the superintendent to review the findings of the examination, the status of the unrequested leave, and the steps necessary for return to full employment. Failure to comply with the board's request for such an examination or with the plan for return to employment may result in disciplinary action up to and including termination.

Sick Leave

Employees using sick leave shall use the online Absence Management (formerly Aesop) program to enter their absences. If the absence exceeds three days, a doctor's statement may be requested. (A link to Absence Management can be found by logging into the Intranet.) (Board Policies-GCBD, GDBD)

Extended Leave

The Board shall provide for an unpaid leave of absence in accordance with the laws and policies of the Board for any employee of this ESCMC whose absence from duties due to illness or other circumstances not covered in sick leave will be required beyond the limits of his/her allotted sick leave.

Jury Duty

Employees who serve jury duty will not be penalized in any way for doing so. They will receive full pay if they endorse the check received from the court or pay the

amount shown on their record slip less travel allowance.

While on jury duty, employees are required to report daily their schedule for the following day and must report to work when excused for a day or more or suffer loss of pay. The time spent on jury duty will not be charged against personal leave and will count as time on the job. Employees must submit, to their supervisor, a record from the county of the number of days served.

Military Service

Requests for military leave shall be made to the Board at least nine weeks in advance of impending military service except in emergency situations. For purposes of seniority and placement on the salary guide, years of service spent in the armed service of the United States or the auxiliaries thereof shall be counted as though teaching services had been performed during that time. Each employee must notify the Board of his/her intention to resume employment within 90 days of his/her release of discharge and shall present to the Board evidence of an honorable discharge or a discharge

under honorable conditions. Employees shall make every effort to schedule their period of training when school is not in session. If the period of training occurs during a school session, the employee shall provide the Superintendent with the name of his/her supervisor in the reserves so that arrangements may be discussed to alter such service date.

Personal Leave

Personal leave with pay not to exceed three days may be used, if approved by the Superintendent, each contract year by full-time employees. Personal leave is not cumulative.

Personal leave days may be used for personal obligations that are necessary and compelling that involve business transactions or legal transactions which cannot be accomplished at any other time, subject to the following conditions. (For example: attending a child's school event)

- 1. Request shall be submitted through Absence Management.
- 2. Request shall be presented to the employee's direct supervisor and the Superintendent at least 5 days in advance, except in the event of an emergency.
- 3. Day (s) shall not be used preceding or following legal holidays, except by approval of the Superintendent. Day (s) shall not be used for vacation or recreation.
- Number of persons granted personal leave for any one day will be limited to the demands of the ESCMC as determined by the Superintendent.
- 5. Scheduled daily assignments shall be adjusted by the employee and confirmed by the Superintendent or designee in advance of the day requested.
- 6. All full-time employees will receive three personal days. All part-time employees will receive the following number of personal days: 3 days X */1472 where * is the number of hours in the contract (The maximum number of days is 3).
- 7. Substitute employees are not entitled to personal days.
- 8. When a personal day is taken, employee will be paid for the same number of hours per day as specified in his/her contract.
- 9. If a partial personal day is taken, the number of personal days authorized will be converted to hours and tracked accordingly.
- 10. Employee must work or accrue wages the day before and the day after the personal day.
- 11. Unused personal days will be transitioned to the employee's "sick day" total at the end of each year.

Compensatory Time

Due to salaried staff having to be on duty not only during the regular work day, but to include such additional time as is necessary to perform the duties and responsibilities of the position, the Educational Service Center allows for compensatory time to be accumulated. Compensatory time is kept track of from your Time & Attendance timesheets. Compensatory time should be requested in advance using Absence Management. Compensatory time is not cumulative from one school year to the next. Time must be used during the school year in which it was earned. All compensatory time must be approved by the employee's direct supervisor or the ESCMC Superintendent.

Vacation

Vacation time will be granted to 12-month or 260-day employee as follows:

- A. Employment or educational experience for one year or more, 10 working days.
- B. Employment or educational experience for more than five years and up to 10 years, 15 working days.
- C. Employment or educational experience for more than 10 years, 20 working days.

Eligible employees are granted fifty-percent (50%) of their allotted vacation days at the outset of their contracted year, the remaining fifty-percent (50%) will be available to qualified employees on February 1. This is to say that eligible employees may access their allotted vacation days within the confines of this policy with the following exceptions:

- Vacation time requests are not guaranteed. Vacation time requests may be denied
 at the discretion of the Superintendent if they substantially interfere with the normal operations of the ESC.
- Vacation time requests of more than five (5) consecutive business days must be pre-approved by the Superintendent.
- 3. Employees may request to the Superintendent an advance of vacation days prior to February 1. The Superintendent will consider each request on a case-by-case basis. The Superintendent's determination shall be final and binding.

Eligible employees must apply for vacation to the Superintendent through Absence Management at least five working days in advance of the desired start date. Special consideration shall be given to emergencies.

Vacations are to be taken during the year in which they are earned with a maximum of only five (5) days being eligible to be carried over to the next year. Vacations will be granted only at the times of the year when they will not interfere with the normal operations of the ESCMC. Payment in lieu of vacation is prohibited except for termination of employment.

Paid Holidays

All employees on a 12-month or a 260-day contract will receive all Board approved holidays, but they must work or accrue wages the day before and the day after the holiday. Certified employees who are not on a 12-month contract or a 260-day contract will not receive paid holidays. Substitute employees do not receive paid holidays.

Payroll Procedures

Employment of all personnel, whether by the year, term, month, week, day or hours in contract, temporary or substitute form, must be approved by the Board. Overtime can only be paid to non-instructional employees when authorized by the Superintendent.

Pay Schedule

All regular staff members shall be paid in 24 pays. Pay is issued semi-monthly on the 10th or 25th of each month. If the 10th or the 25th is not a working day, payday will occur on the last working day before.

Time & Attendance

All hourly ESCMC employees are to register their hours worked and other pertinent information into the Time & Attendance system. Failure to submit on a timely basis may result in the withholding of pay for that payroll period. (A link to Time & Attendance can be found by logging into the Intranet.)

End of Employment

Non-Renewal of Teachers on Limited Contracts

Any teacher employed on a limited contract, and not eligible to be considered for a continuing contract, must have received an evaluation done in compliance with ORC 3319.111 and must receive written notice on or before the first day of June of the Board's intent not to reemploy him/her. Such teacher is entitled to a written statement of the circumstances that led to the Board's intent to non-renew and a hearing before the board in accordance with the provisions of ORC 3319.11.

Termination of Teachers on Continuing Contracts

A continuing contract remains in effect until a teacher resigns, elects to retire, or until it is terminated or suspended. Termination procedures will be done in accordance with ORC 3319.16.

Termination of Support/Paraprofessional Staff

Support/paraprofessional contracts may be terminated for violation of written rules and regulations as set forth by the Board or for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, or any other acts of misfeasance, malfeasance, or nonfeasance. In addition to the right of the board of education to terminate the contract of an employee, the board may suspend an employee for a definite period of time or demote the employee for the reasons set forth in this division. Written notice of termination, suspension, or demotion must be delivered to an employee by certified mail. The employee may appeal the action with the court of common pleas, which may affirm, disaffirm, or modify the Board's action.

Non-Renewal of Administrative Contracts

Licensed/certificated administrators will be deemed reemployed at the expiration of a current contract unless the Board has completed an evaluation process in accordance with ORC 3319.02 and gives written notice of its intention not to reemploy the administrator on or before the first day of June of the year in which the contract expires. Upon receipt of such notice, the administrator may request a meeting with the Board to discuss the Board's reasons for considering nonrenewal of the contract.

Termination of Administrative Contracts

Administrative contracts may be terminated during the term of the contract in accordance with ORC 3319.16.

Resignation

An employee tendering a resignation should first discuss his/her intention with the appropriate supervisor. A formal letter of resignation must be submitted. Resignations should be timed to coincide with the completion of duties for a contract year. In accordance with Ohio law, teachers and licensed administrators may not resign after July 10 or during any school year. Resignation after July 10 or during the school year may result in the educator's license being suspended for up to one year. Classified/support/paraprofessional staff should file a notice at least 30 days in advance of the effective date of the resignation. Generally, such employees resigning to move to another employment will be released as soon as practically possible.

Retirement

Retiring employees should notify the Superintendent of their intent as early as possible

Return of ESCMC Property

When employment has ended, the employee is required to return all ESCMC property entrusted to them. Failure to return property may result in the final pay being held or legal action taken. (Employees must participate in an exit interview process to assure that ESCMC property has been returned and that they have satisfied all requirements for separation from employment and receipt of final pay.)

Staff Participation in Political Activities

The Board recognizes and encourages the right of its employees, as citizens, to engage in political activity; however, the Board also recognizes that ESCMC property and time, shall not be used for political purposes.

The Board adopts the following guidelines for those staff members who intend to engage in political activities.

- No employee shall engage in political activities upon property under the jurisdiction of the Board
- 2. Political circulars or petitions may not be posted or distributed in the ESCMC
- The collection of and/or the solicitation for campaign funds or campaign workers is prohibited on ESCMC property
- In connection with campaigning, no employee will use ESCMC time, moneys, facilities, equipment or supplies nor will the employee discuss the campaign with personnel during the working day

Board employees who hold an elective or appointive office are not entitled to time off from their school duties for reasons incident to such office, except as such time may qualify under the leave policies of the Board. Employees who absent themselves from assigned duties without permission may be deemed insubordinate and penalized accordingly.

Task-Related Information

Communication/Public Relations

The Board believes that all reasonable means should be employed to keep the public informed on matters of importance regarding ESCMC policies, finances, programs, personnel and operations. The Superintendent will develop guidelines to be observed in matters of taste, relevance, and the observation of individual privacy in the writing and photographing for these publications. The ESCMC currently uses:

- Twitter
- Facebook
- Local Newspapers

- Internet sources
- Local Cable TV

Public Complaints

It is the desire of the Board to rectify any misunderstandings between the public and the ESCMC by direct discussions of a informal type among the interested parties. It is only when such informal meetings fail to resolve the differences that more formal procedures shall be employed. Any requests, suggestions, complaints or grievances reaching the Board, Board members and the administration shall be referred to the Superintendent for consideration according to ESCMC procedure. Specific steps are covered in Board Policy-KL

Computer/Network Privacy and Use

Acceptable and Unacceptable Uses

All equipment issued by the ESCMC is to be used in a responsible, efficient, ethical, and legal manner. Failure to adhere to this policy and the guidelines below will result in the revocation of the user's access privilege. Unacceptable uses of the computer/network include but are not limited to:

- Violating the conditions of federal and state laws dealing with students' and employees' rights to privacy; including unauthorized disclosure, use and dissemination of personal information
- Using profanity, obscenity, or other language which may be offensive to another user; or intended to harass or bully other users
- Reposting (forwarding) personal communication without the author's prior consent
- 4. Accessing personal social networking websites for non-educational purposes
- 5. Copying commercial software and/or other material in violation of copyright law;
- 6. Using the network for financial gain, for commercial activity, or for any illegal activity
- "Hacking" or gaining unauthorized access to other computers or computer systems, or attempting to gain such unauthorized access
- 8. Accessing and/or viewing inappropriate material
- 9. Equipment provided by the ESCMC is issued for business use and should be used only by the employee to which it is issued. All software installed on an ESCMC owned device must be licensed to the ESCMC. Do not install software of any kind (including games, freeware, shareware or apps) on the device. If you need software/apps to assist you in your duties, please contact the technology director to discuss obtaining the appropriate licensing

Security and Integrity

The network should not be used in such a way that it disrupts the use of the network by others. All communications and information accessible via the network should be assumed to be property of the ESCMC. The employee in whose name an on-line service account is issued is responsible for its proper use at all times. Users shall keep personal account numbers, home addresses, and telephone numbers private. They shall use this system only under their account number issued by the ESCMC. Vandalism results in the cancellation of user privileges. Vandalism includes upload/downloading any inappropriate material, creating computer viruses, and/or any malicious attempt to harm or destroy equipment or materials or the data of any other user. Users shall not read other users' mail or files; they shall not mail, nor shall they attempt to read, delete, copy, modify, or forge other users' mail. Users shall report any security problem or misuse of the network to the technology director.

Right of Access

Anyone who wishes to have computer network and Internet access during the school year must read the acceptable use and Internet safety policy and submit a properly-signed agreement form (this is done through sign-off in Public School Works, not on paper.) Staff members are asked to sign a new agreement each year after reviewing the policies and regulations of the ESCMC.

E-mail

All employees have access to an email account provided by the Educational Service Center. Email accounts should be used for purposes related to education or administration. Electronic mail sent or received by employees may be considered a public record subject to public disclosure or inspection under Ohio's Sunshine Law. Upon sending or receiving electronic mail, all users shall segregate or store public electronic mail records.

Confidentiality

All employees are required to maintain the confidentiality of certain records in their care pertaining to staff and students.

Records that should be regarded as confidential include but are not limited to medical records; records pertaining to adoption, probation or parole proceedings; trial preparation records; confidential law enforcement investigatory records; social security number; and records of which the release is prohibited by State or Federal law.

Conflict of Interest

Employees of the Board shall not engage in, nor have a financial interest in, any activity which conflicts with their duties and responsibilities. Employees shall not engage in work of any type in which information concerning customer, client or employer originates from any information available to them through ESCMC sources. Employees shall not sell textbooks, instructional supplies, equipment, reference books or any other school products to the schools served by the ESCMC. They will not furnish the names of students or parents to anyone selling these materials. In order that there will be no conflict of interest in the supervision and evaluation of employees, at no time shall any administrator responsible for the supervision and/or evaluation of an employee be directly related to that employee.

Copyright

It is the policy of the Educational Service Center to conform to existing United States copyright laws and to maintain the highest ethical standards in the use of copyrighted materials for instructional purposes.

Credit Card Usage

For those employees who have approval for the usage of an ESCMC credit card authorized by the Superintendent and/or treasurer, the following guidelines must be adhered to:

- No personal expenses of any kind are authorized
- With prior approval by the treasurer, District employees may use bank credit cards for school-related purchases from a vendor who does not accept purchase orders or vouchers

Receipts and appropriate form (s) must be turned into the Treasurer's office within five business days upon completion of approved use. Failure to turn in receipts and appropriate form (s) to the Treasurer's office within five business days may result in the charges deemed unrelated or unsubstantiated. The user is responsible for any unsubstantiated or unrelated purchases. (Board Policies-DJH, DJH-E)

Donations/Gifts to the ESCMC

It is the policy of the Governing Board that staff members accept no gifts. If a staff member is awarded a gift at a professional meeting that gift is the property of the ESCMC. (Board Policy-KH)

Equipment and Office Supplies

Equipment and office supplies are not to be taken or used for personal use. Equipment is to be disposed of by Board Policy. (Board Policy-DID)

Mailings

All items to be mailed from ESCMC staff for the purpose of conducting ESCMC business shall be handled by the clerical staff assigned to mail handling.

Meetings

Scheduling

Room reservations and equipment should be made using the Google calendar.

Conducting

Employees that conduct meetings relevant to their assigned duties may provide refreshments for such meetings if funds have been appropriated for such expenditures.

All meetings conducted in the course of ESCMC business should be managed in a professional manner with documentation of the proceedings recorded when necessary.

Attending

Employees are encouraged to attend professional meetings at the discretion of the Superintendent. There shall be a predetermined financial limit set annually for each staff member to use in attending approved professional meetings. All professional meetings will be approved in advance using the appropriate form. The employee will receive copies of the approved request.

Expense Reimbursement

Reimbursable meeting expenses may include registration, meals, travel or mileage, room, parking fees and official telephone calls. Estimated expenses will be indicated on the appropriate form. The Treasurer will review the request indicating whether or not funds are available and assign a purchase order number. Within two weeks after the meeting, the employee should complete the "actual" expense portion of the form, initial it, attach all receipts and turn it in to the Treasurer's Office. Reimbursement shall be made only upon the presentation of original receipts for all expenses submitted for reimbursement. No reimbursement shall be made unless original receipts are presented for all costs except mileage. Final reimbursement must be approved by the Superintendent.

Meal reimbursement rates:

Breakfast - \$17.00 Lunch - \$19.00 Dinner - \$34.00 +15% maximum tip

Mileage Reimbursement

Staff members are reimbursed for mileage incurred in the ordinary course of performing their assigned jobs. An official mileage form is to be used for such reimbursements. The form may be turned into the Treasurers' office monthly or twice a year, once in December and, or once in May. Mileage forms are to be approved by the appropriate supervisor. (The mileage form can be found logging into the Intranet.) (Board Policy DLC-R)

Written Communications

All Educational Service Center written communications (either electronic or hard copy) shall be written in a professional manner and proofread prior to dissemination. All ESCMC communications should be considered as public property and are subject to Ohio's Sunshine Laws.

Notices, advertisements, or written advertising on behalf of organizations not officially connected to the ESCMC shall not be distributed or displayed on ESCMC property without the permission of the Superintendent.

Public's Right to Know

The "public records" of this Educational Service Center shall mean any record that has been required by law to be kept by this Board or its officials, except records the release of which is prohibited by State or Federal law. The Board shall make the public records of this ESCMC available to the residents of this state for inspection and copying with the exception of those records exempted from such inspection and copying by law.

Purchasing Procedures

Staff members wishing to make a purchase using ESCMC funds must submit a request for approval to their Supervisor. The requisition must include the name of the vendor, the item with quantity and per unit price. The department supervisor will review the request and the budget account to be used and forward the request to the appropriate secretary to submit. The Superintendent and Treasurer will be the ultimate approvers of purchase orders, the secretary who initiated the purchase order will facilitate the order. No purchase shall be allowed without a properly signed purchase order. Employees shall be held personally responsible for anything purchased without a properly signed purchase order.

Records Retention/Disposal

All records are the property of the ESCMC and shall not be removed, destroyed, mutilated, transferred, or otherwise damaged or disposed of, in whole or in part, except as provided by law or under the rules adopted by the Educational Service Center Records Commission. Such records shall be delivered by outgoing officials and employees to their successors and shall not be otherwise removed, transferred, or destroyed unlawfully.

Telephone/Cell Phone Use

Landlines are provided for official ESCMC use; however, in order to permit staff members to make necessary personal calls at a minimum inconvenience and loss of time, telephones may be used for personal calls. The staff members making such calls maybe required to pay any long distance or toll charges. Employees should make personal cell phone calls during break or lunch times to the maximum extent possible.

Frequent or lengthy phone calls are not acceptable as they may adversely affect

the employee's productivity and disturb others.

Employees are encouraged to use common sense when making or receiving personal phone calls at work. For example, employees should speak quietly and reserve personal or intimate details for non-work hours.

Phone use must never include language that is obscene, discriminatory, offensive, prejudicial or defamatory in any way (such as jokes, slurs and/or inappropriate remarks regarding a person's race, ethnicity, sex, sexual orientation, religion, col-

or, age or disability).

Personal cell phones generally should not be used for business-related purposes unless a business-provided phone is not available. Information contained on personal cell phones, may constitute public information and be discoverable, if a personal cell phone is used for business purposes.

Employees should turn off cell phone ringers or change ringers to "mute" or "vibrate" during training, conferences and the like; when meeting with clients or

serving customers; and if an employee shares a workspace with others.

- 7. The use of cameras on personal cell phones during work time is prohibited to protect the privacy of the employer as well as of fellow employees. Unless a personal cell phone is being used for business purposes as described in number five above.
- ESCMC employees must follow local telephone use guidelines when assigned to a district.

Social Media

In the rapidly-expanding world of electronic communication, social media can mean many things. The term "social media" includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal, or diary, personal web site, social networking or affinity web site, web bulletin board, or a chat room, whether or not associated or affiliated with ESCMC, as well as any other form of electronic communication.

The same principles and guidelines found in ESCMC policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of ESCMC may result in disciplinary action up to and including termination.

Transporting Students

The Educational Service Center complies with the rules governing the transporting of students. Other than emergency situations, any staff member that will be transporting students must obtain a valid van driver certification. Expenses associated with obtaining the certification will be paid by the ESCMC.

Intranet		
Username:		
Password:		
Absence Manageme	nt/Time & Attendance	
Username:		
Password:		

Main Office Contact Information

Address: Educational Service Center of Medina County

124 West Washington Street

Medina, Ohio 44256

Phone: 330.723.6393

Fax: 330.723.0573

Website: www.medina-esc.org

Equal Employment Opportunity

The Educational Service Center of Medina County provides equal opportunities for employment, retention and advancement of all personnel.

The Board encourages all personnel to assist in the accomplishment of this goal through their personal commitment to the concept of equal opportunity for all persons regardless of race, color, national origin, citizenship status, religion, gender, economic status, age or disability.

Provided by the Educational Service Center of Medina County.
Approved by the Governing Board on May 18, 2015.
Updated May 23, 2022.

2022/2023



Educational Service Center of Medina County Payroll Calendar

Period Covered	Approver Deadline	Pay Date
June 11 - June 25	6/27/2022	7/8/2022
June 26 - July 10	7/11/2022	7/25/2022
July 11 - July 25	7/26/2022	8/10/2022
July 26 - August 10	8/11/2022	8/25/2022
August 11 - August 25	8/26/2022	9/9/2022
August 26 - September 10	9/12/2022	9/23/2022
September 11 - September 25	9/26/2022	10/7/2022
September 26 - October 10	10/10/2022	10/25/2022
October 11 - October 25	10/26/2022	11/10/2022
October 26 - November 10	11/11/2022	11/25/2022
November 11 - November 25	11/28/2022	12/9/2022
November 26 - December 10	12/12/2022	12/23/2022
December 11 - December 25	12/27/2022	1/10/2023
December 26 - January 10	1/11/2023	1/25/2023
January 11 - January 25	1/26/2023	2/10/2023
January 26 - February 10	2/13/2023	2/24/2023
February 11 - February 25	2/27/2023	3/10/2023
February 26 - March 10	3/13/2023	3/24/2023
March 11 - March 25	3/27/2023	4/10/2023
March 26 - April 10	4/11/2023	4/25/2023
April 11 - April 25	4/26/2023	5/10/2023
April 26 - May 10	5/11/2023	5/25/2023
May 11 - May 25	5/26/2023	6/9/2023
May 26 - June 10	6/12/2023	6/23/2023

Veritime Guidelines

Approver deadline is close of business

Save every day

of date listed

Submit - Do not do

Period Ending Dates - Be sure to Save through that ending date.

Medina County Schools' ESC 124 W. Washington Street Medina, OH 44256

Attachment B

Phone: 330-723-6393 Fax: 330-723-0573

Substitute/Tutor L	isting - Ali Distr	icts						
Both								
Wendy Brown	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		✓	•		•	•		
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-A	ge P General	Substitute			PK-12	6/30/2023
Allison Chaya	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	vorth City
		\checkmark		✓				
	License Area		Subject	Area			Grade	Expires
	4 Year Reside	nt Educator	Early Ch	ildhood			P-3	6/30/2026
- Discretille					·	•		
Laura Del Castillo	Change Not	:es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	vorth City
			✓		•			
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-A	ge P General	Substitute			PK-12	6/30/202
Jarred Grant	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	vorth City
	[486-		•	•	•			
	License Area		Subject	Area			Grade	Expires
	5 Year Long T	erm Sub Lice	ense Middle	Childhood			4-9	6/30/202

5 Year Long Term Sub License Science

5 Year Long Term Sub License Social Studies

6/30/2023

6/30/2023

4-9

4-9

Renee Harden	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
•		•		V	•	✓		
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	ute Multi-A	ge P Integrat	ed Language	Arts		PK-12	6/30/2024
Marilyn Manning	Change Not	es:	- 17					
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				✓				
	License Area		Subject	Area	"		Grade	Expires
	5 Year Profess	sional	Kinderg	arten-Elemen	tary		K-8	6/30/2024
Brandy McFee	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				✓				
	License Area		Subject	Area			Grade	Expires
	5 Year Profess	5 Year Professional Integrated Language Arts					7-12	6/30/2026
<u></u>		· · · · · ·						
Laura Pawar	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		•	✓	✓	•	•		
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2024
Terese Rawlins	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
						•		
	License Area		Subject	Area			Grade	Expires
	5 Year Long To	erm Sub Lice	ense Career 1	echnical			4-12	6/30/2023
	5 Year Long To	erm Sub Lice	ense Cosmeto	ology			4-12	6/30/2023

Emily Rossi	Change Not	es:								
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City		
			✓		✓	•				
	License Area		Subject	Area			Grade	Expires		
	4 Year Reside	nt Educator	Integrat	ed Language	Arts		7-12	6/30/2025		
Pam Shaw	Change Not	es:	<u>. </u>							
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City		
	9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	•								
	License Area		Subject	Area		-	Grade	Expires		
	5 Year Long Te	erm Sub Lice	nse Adolesc	ence to Young	g Adult		7-12	6/30/2023		
	5 Year Long Te	erm Sub Lice	nse Integrat	ed Social Stud	dies		7-12	6/30/2023		
Jennifer Simonis	Change Not	es:						·-		
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City		
				•						
	License Area		Subject	Area			Grade	Expires		
	5 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2027		
Kathryn Stenquist	Change Not	es:								
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City		
					✓					
	License Area		Subject	Area			Grade	Expires		
	5 Year Short T	erm Sub Lic	ens General	Education				6/30/2024		
Michael Thompson	Change Not	es:								
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City		
		•	•	•	•	•				
	License Area	8 II	Subject	Area			Grade	Expires		
						PK-12 6/30/202				

Angela White	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		~	✓	•	₹			
	License Area		Subject	Area			Grade	Expires
	5 Year Profess	sional	Music				K-12	6/30/2025
Christine Wooley	Change Not	tes:	-					
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				•				
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2023
Substitute								
lennifer Abel	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				•	✓			
	License Area		Subject	Area			Grade	Expires
	License Area Subject Area Grade Ex	6/30/2025						
Mark Anderson	Change Not	es:	<u> </u>					
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
			✓	V				
	License Area		Subject	Area			Grade	Expires
	5 Year Profess	sional	High Sch	nool			7-12	6/30/202
	5 Year Profess	sional	Econom	ics			9-12	6/30/2024
	5 Year Profess	sional	History				9-12	6/30/2024
	5 Year Profess	sional	Political	Science			9-12	6/30/2024
	5 Year Profess	sional	Social St	tudies	······································	<u> </u>	7-8	6/30/202
Susanne H. Baca	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				✓				
	License Area		Subject	Area	1100 11 -		Grade	Expires
	1 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2023

Kelly Barone	Change Not	tes:							
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City	
,		•		✓	•				
	License Area		Subject	Area			Grade	Expires	
	5 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2024	
Amanda Bohley	Change Not	tes:							
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City	
			✓						
	License Area		Subject	Area			Grade	Expires	
	5 Year Substit	ute Multi-Ag	ge P General	Substitute				6/30/2025	
Steve Borgis	Change Not	es:		·	<u></u>	-			
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City	
		•							
	License Area		Subject	Area			Grade	Expires	
	Permanent		Adolesco	ence to Young	g Adult		7-12	6/30/2050	
Heather Bowman	Change Not	es:		· · · · · · · · · · · · · · · · · · ·					
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City	
		•	✓	✓	•				
	License Area		Subject	Area			Grade	Expires	
	5 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2026	
Roberta Browning	Change Not	es:			<u> </u>		<u> </u>		
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City	
			•	•					
	License Area		Subject	Area			Grade	Expires	
	2.00					Grade Expires PK-12 6/30/2			

John Carey	Change Not	tes:											
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City					
		•	✓	•	V	✓							
	License Area		Subject	Агеа			Grade	Expires					
	5 Year Long T	erm Sub Lice	ense Adolesc	ence to Young	g Adult		7-12	6/30/2023					
	5 Year Long T	erm Sub Lice	ense Integrat	ed Science			7-12	6/30/2023					
Cynthia Chmara	Change Not	es:											
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City					
						✓							
	License Area		Subject	Area			Grade	Expires					
	5 Year Profess	sional	Physical	Education			K-12	6/30/2026					
	5 Year Profess	sional	Health				K-12	6/30/2026					
ludy Crumley	Change Not	es:											
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City					
		✓				✓							
	License Area		Subject	Area			Grade	Expires					
	5 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2026					
Alicia Davies	Change Not	es:	·										
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City					
		•	•	✓	✓	✓							
	License Area		Subject	Area			Grade	Expires					
	1 Year Substit	ute Multi-Ag		Substitute			PK-12	6/30/2023					
Stephanie Davis	Change Not	es:											
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City					
				✓									
	License Area		Subject	Area			Grade	Expires					
	5 Year Substit	ute Multi-Ag	ge P Ge neral	Substitute			PK-12	6/30/2026					

Sandra Delafield	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
			•		•			
	License Area		Subject	Area			Grade	Expires
	Permanent		Kinderg	arten-Elemen	tary		K-8	6/30/2050
Judith Delahoyde	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
			✓					
	License Area	III =	Subject	Area			Grade	Expires
	5 Year Long Te	erm Sub Lice					P-12	6/30/2024
	5 Year Long To	erm Sub Lice	ense French				P-12	6/30/2024
Maria DiFranco	Change Not	es:	-					
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
					•	✓		
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-A	e P General	Substitute			PK-12	6/30/2023
Dennis Diso	Change Not	es:			-			
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
						•		
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2023
Philip Duke	Change Not	es:					-	
rillip buke	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				✓	•	✓		
		V		•	LY.	-		l
	License Area	•	Subject				Grade	Expires

Tiffany Easton	Change Not	es:								
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City		
		✓								
	License Area		Subject	Area			Grade	Expires		
	5 Year Profess	sional	Early Ch	ildhood			P-3	6/30/2027		
	5 Year Profess	sional	Reading				P-3	6/30/2027		
Eric Evanko	Change Not	es:								
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City		
					•					
	License Area		Subject	Area			Grade	Expires		
	1 Year Substit	ute Multi-Aį	ge P Family a	nd Consume	r Science		PK-12	6/30/2023		
Noreen Fauss	Change Not									
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City		
			V							
	License Area		Subject				Grade	Expires		
	5 Year Substit	5 Year Substitute Multi-Age P Education Degree - Unlimited PK-12 6/30/2026								
Jack Galloway	Change Not	es:					<u></u>			
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City		
		•		✓	•					
	License Area		Subject	Area			Grade	Expires		
	1 Year Substit	ute Multi-A	ge P Integrat	ed Social Stud	dies		PK-12	6/30/2023		
Thomas Gerbasi	Change Not	es:		<u> </u>		<u></u>				
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City		
	Didek (Well	₽	✓.	✓		•				
	License Area		Subject				Grade	Expires		
	1 Year Substit	ute Multi-A		Substitute				6/30/2023		

Anna Gerhart	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
					•			
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-Ag	ge P Educatio	on Degree - U	nlimited		PK-12	6/30/2023
	1 Year Substit	ute Multi-Ag	ge P Library/	Media			PK-12	6/30/2023
Jeffrey Gibeault	Change Not	es:				· .		
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		•	•	✓	•	✓		
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-Ag		Substitute			PK-12	6/30/2023
		 					<u>.</u>	
Marilyn Grigger	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		✓						
	License Area		Subject	Area			Grade	Expires
	Permanent		Reading				K-12	6/30/2050
-	Permanent		Element	ary		_	Grade PK-12 Wadsv Grade PK-12 Wadsv Grade K-12 1-8 Wadsv	6/30/2050
Jeanne Grimes	Change Not	es:						-
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				✓	•			
	License Area		Subject	Area	m x		Grade	Expires
	4 Year Reside	nt Educator	Early Ch	ildhood			P-3	6/30/2025
Mark Hange	Change Not	es:			<u></u>			
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
	DIGCK (AVC)	✓	✓.	✓				
	License Area		Subject			-	Grade	Expires
	5 Year Long T	erm Sub Lice		ence to Youn	g Adult			6/30/2023
	5 Year Long T			ed Social Stud	=		7-12	6/30/2023

Kathleen Harvey	Change Not	tes:									
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City			
					•						
	License Area		Subject	Area	-		Grade	Expires			
	1 Year Substit	ute Multi-A	ge P General	Substitute			PK-12	6/30/2023			
Tammy Heaton	Change Not	tes:				<u> </u>					
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City			
				✓							
	License Area		Subject	Area			Grade	Expires			
	5 Year Substit	5 Year Substitute Multi-Age P General Substitute 6/30/2025									
Jennifer Hilvert	Change Not	tes:				-		<u></u> :			
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City			
					•						
	License Area		Subject	Area			Grade	Expires			
•	1 Year Substit	ute Multi-Aį	ge P General	Substitute			PK-12	6/30/2023			
Amy Hirzel	Change Not	tes:									
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City			
					•						
	License Area		Subject	Area			Grade	Expires			
	5 Year Profess	sional		ence to Young	g Adult		7-12	6/30/2026			
	5 Year Profess	sional	Integrat	ed Language	Arts		7-12	6/30/2026			
Chester Hitchcock	Change Not	tes:									
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City			
			?								
	License Area		Subject	Area			Grade	Expires			
	5 Year Substit	ute Multi-A	ge P General	Substitute			PK-12	6/30/2026			

inda Humphreys	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		•		✓	✓			
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2027
	5 Year Substit	ute Multi-Ag	ge P German				PK-12	6/30/2027
	5 Year Substit	ute Multi-Ag	ge P Spanish				PK-12	6/30/2027
Kevin Hussey	Change Not	es:					•	
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		•	✓	•	✓			
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2023
James Jevack	Change Not	es:	-11	· · · · · ·		-		
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		•	V	V	✓	•		
	License Area		Subject	Area			Grade	Expires
	Permanent		High Sch				7-12	6/30/2050
	Permanent		Comprehensive Social Studies 7-1					6/30/2050
						<u> </u>		
Vincent Jurewicz	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
					✓			
	License Area		Subject	Area			Grade	Expires
	4 Year Resider	nt Educator	Early Ch	ildhood			P-3	6/30/2023
	4 Year Resider	nt Educator	Early Ch	ildhood Inter	vention Speciali	st	P-3	6/30/2023
Christine Kasian	Change Not	es:	74.					
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		•		•	•			
	License Area	la La W	Subject	Area			Grade	Expires
		ute Multi-Ag		Substitute			PK-12	6/30/2026

Heather Kopkas	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
•		•	•	✓	•	✓		
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	ute Multi-A	ge P General	Substitute			PK-12	6/30/2026
Heather Kruk	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		•						
	License Area		Subject	Area			Grade	Expires
	5 Year Profes	sional	Education	on of the Han	dicapped		K-12	6/30/2026
	5 Year Profess	sional	Severe E	Sehavior Hane	dicapped		K-12	6/30/2026
	5 Year Profess	sional	Specific	Learning Disa	bled		K-12	6/30/2026
	5 Year Profess	sional	Kinderg	arten-Elemen	tary		K-8	6/30/2026
John Lamade	Change Not	es:		<u> </u>				
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		✓	•	✓	✓	V		
	License Area		Subject	Area			Grade	Expires
	5 Year Profess	sional	Adolescence to Young Adult				7-12	6/30/2023
	5 Year Profes	ional	Physical Sciences: Chemistry				7-12	6/30/2023
	5 Year Profes	ional	Physical	Sciences: Ph	ysics	_	7-12	6/30/2023
Amy Leonhardt	Change Not	es:		-				
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		•	•	₹	Ø	Y		
	License Area		Subject	Area			Grade	Expires
	5 Year Profess	sional	Kinderg	arten-Elemen	tary		K-8	6/30/2027
Donna Lewis	Change Not	es:	·	<u>-</u>				<u>.</u>
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
					•			
	License Area		Subject	Area			Grade	Expires
	License Area Subject Area 5 Year Substitute Multi-Age P General Substitute						PK-12	6/30/2026

Annamarie Long	Change No	tes:						
-	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
	[makin]				•			
	License Area		Subject	Area			Grade	Expires
	4 Year Reside	nt Educator	Early Ch	ildhood			P-3	6/30/2023
	4 Year Reside	nt Educator	Interver	ition Specialis	it		P-3	6/30/2023
Raymond Lurtz	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
			✓	•				
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	tute Multi-Ag	ge P Integrat	ed Social Stud	dies		PK-12	6/30/2023
Allison Lynskey	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
					•	✓.		
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	tute Multi-Ag	ge P General	Substitute			PK-12	6/30/2027
Rebecca MacWhade	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				•				
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2027
Benjamin Maurer	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		•	2	2	•	✓		
	License Area		Subject	Area			Grade	Expires
	4 Year Reside	nt Educator		ence to Youn	g Adult		7-12	6/30/2026
	4 Year Reside	nt Educator	Integrat	ed Social Stud	dies		7-12	6/30/2026

Todd Maxwell	Change Not	tes:			-			
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
8		✓						
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2026
Rachel McCullough	Change Not	tes:		-				
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
					•			
	License Area		Subject	Area			Grade	Expires
	4 Year Reside	nt Educator	Earth Sc	iences			7-12	6/30/2025
	4 Year Reside	nt Educator	Life Scie	nces			7-12	6/30/2025
William McGrain	Change Not	tes:	- <u>-</u> -					
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		•		V	•			
	License Area		Subject	Area			Grade	Expires
	Permanent		High Sch	nool			7-12	6/30/2050
a)	Permanent		Physical	Education			7-12	6/30/2050
	Permanent		Health				7-12	6/30/2050
Farrell McHugh	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
	T de la constant de l				✓	✓		
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	ute Multi-Ag	e P General	Substitute			PK-12	6/30/2026
Michael Morabito	Change Not	tes:			<u> </u>	47-		
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
						V		
	License Area		Subject	Area			Grade	Expires
	5 Year Profess	sional	Vocatio	nal				6/30/2023
	5 Year Profess	sional	Graphic	Operations				6/30/2023

Marquerite Murphy	Change Not	tes:						
g/m.	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		✓	✓	✓	✓			
	License Area		Subject	Area			Grade	Expires
	5 Year Profess	sional	Element	ary			1-8	6/30/2024
	5 Year Profess	sional	Education	on of the Han	dicapped		K-12	6/30/2024
	5 Year Profes	sional	Develop	mentally Han	dicapped		K-12	6/30/2024
Jeffrey Nau	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		•	₽	•	•	✓		
	License Area	·	Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-A _l	ge P General	Substitute			PK-12	6/30/2023
Jennifer Naysmith	Change Not	es:	· · · · · ·					
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
			✓					
	License Area	ō _ E _	Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-A		Substitute			PK-12	6/30/2023
Sandra Noall	Change Not	es:		-				
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
	License Area		Subject	Area			Grade	Expires
	5 Year Profess	sional	Kinderga	arten-Elemen	tary		K-8	6/30/2023
	5 Year Profess	sional	Reading				K-12	6/30/2023
Annette Petersen	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				₽				
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-A	ge P General	Substitute			PK-12	6/30/2023

John Platner	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		✓	\checkmark	 ✓	•			
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2023
John Rhoads	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
			V	✓				
	License Area		Subject	Area		u II	Grade	Expires
	5 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2026
Peter Ryder	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
			V		•			
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2024
	ry - mi - gypryd y mille						· .	
Carla Schoch	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				₽				
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2023
Cristin Schwanke	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
								[_index]
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	ute Multi-Ae		n Degree - U	nlimited		PK-12	6/30/2027

Debra Scott	Change No	tes:						
<u></u>	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
					✓	✓		
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	tute Multi-A	ge P General	Substitute			PK-12	6/30/2023
	1 Year Substit	tute Multi-A	ge P Integrat	ed Business			PK-12	6/30/2023
Jean Sekerak	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		✓						
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	tute Multi-A	ge P General	Substitute			PK-12	6/30/2024
Anne Shaughnessy	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
						✓		
	License Area		Subject	Area			Grade	Expires
	5 Year Profes	sional	Element	ary			1-8	6/30/2026
Laura Siliko	Change Not	tes:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				✓				
	License Area		Subject	Area		Ш	Grade	Expires
	1 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2023
Caitlyn Spencer	Change Not	tes:			-			
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		✓	✓	V	✓	✓		
	License Area		Subject	Area			Grade	Expires
	5 Year Substit			on Degree - U	nlimited		PK-12	6/30/2026

Chandler Stalvey	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
						1		
	License Area		Subject	Area			Grade	Expires
	5 Year Short T	erm Sub Lic	ens General	Education				6/30/2023
Jennifer Sullivan	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				✓				
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-A	ge P General	Substitute			PK-12	6/30/2023
			 					
Lori Towell	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				✓				
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute Multi-Ag	ge P General	Substitute			PK-12	6/30/2023
Susan Truelsch	Change Not	es:						<u> </u>
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
	Black River	€	Cloverlear	півпапа	₩ Edita City		Waasw	
	License Area		Subject	Area			Grade	Expires
	Permanent		Element				1-8	6/30/2050
Tania Vanni	Change Not	es:	<u> </u>					
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		✓	☑	•	•	•		
	License Area		Subject				Grade	Expires
	5 Year Substit			Substitute			PK-12	6/30/2026

Richard Wallenhorst	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				✓				
	License Area		Subject	Area			Grade	Expires
	1 Year Substit	ute M ul ti-Aį	ge P General	Substitute			PK-12	6/30/2023
Dillon Wiesler	Change Not	es:				<u> </u>		
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
					•			
	License Area		Subject	Area	-15-1		Grade	Expires
	1 Year Substit	ute Multi-A	ge P General	Substitute			PK-12	6/30/2023
	1 Year Substit	ute Multi-Aք	ge P Integrat	ed Science			PK-12	6/30/2023
Melissa Willets	Change Not	es:				 -		
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
					•			
	License Area		Subject	Area			Grade	Expires
	5 Year Profess	ional	Interven	tion Specialis	it		K-12	6/30/2026
	5 Year Profess	ional	Modera	te/Intensive N	Veeds		K-12	6/30/2026
4	5 Year Profess	ional	Reading				PK-12	6/30/2026
Kathleen M. Wolfe	Change Not	es:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
				✓	•			
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	ute Multi-A _é	ge P Educatio	on Degree - U	nlimited		PK-12	6/30/2025
Kiara Woods	Change Not	es:	• 47			·/·		
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
					•			
	License Area		Subject	Area			Grade	Expires
	5 Year Substit	ute Multi-Ag	ge P Integrat	ed Language .	Arts		PK-12	6/30/2024

Sandra Yocum	Change Note	s:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		✓	V		•			
	License Area		Subject	Area			Grade	Expires
	1 Year Substitut	te Multi- A g	ge P General	Substitute			PK-12	6/30/2023
Kenneth Yocum	Change Note:	s:						
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
					•			
	License Area		Subject	Area			Grade	Expires
	1 Year Substitut	te Multi-Ag	ge P General	Substitute			PK-12	6/30/2023
Kara Zampetis	Change Note:			· · · · · · · · · · · · · · · · · · ·			· · · · · · · · · · · · · · · · · · ·	
	_		Claverland	1 II allo la caral	Madina City	MCCC	Modeu	orth City
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MICCC	waasw	orth City
		✓					Canda	
	License Area	E.1	Subject .				Grade P-3	Expires 6/30/2026
	4 Year Resident	Educator	Early Ch	lianooa			P-3	0/30/2020
Tutor								
Deborah Reichheld	Change Notes	s: HOME	TUTOR ONLY					
	Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsw	orth City
		V	V	~	✓	V		
	License Area		Subject	Area			Grade	Expires
	Permanent		High Sch				7-12	
	Permanent		Spanish				7-12	

Visual Arts

Permanent

7-12

ESC of Medina County Contract Recommendations FY2023

	FY2023	53	
Department	Name	Position	Contract Recommendation
Administrative	Wiley, Cari	HR Director	Administrative Contract
H	Griffith, Victoria Sailer, Janelle	Administrative Assistant Administrative Assistant	Continuing
MCCC	Appleton, Stephanie Carey, Thomas Jr.	Educational Aide - MCCC Educational Aide-Chef	0 0
Nursing	Holliday, Tammy	LPN	2
Special Needs	Curtis, Paige Ehrman, Jessica Kitzmiller, Kristen Relitz, Pamela Shea, Amanda	Educational Aide Behavior Technician BCaBa/Autism/Behavior Sp Behavior Technician Behavior Specialist	2 2 Resigned 2 Resigned
Transportation	Metzger Jr., George	Van Driver	2
Virtual School House	Farello, Theresa Banu, Oana	VA School Counselor Intervention Specialist	1 Resigned

ESC of Medina County 2022-23 Salary Recommendations Robert Hlasko, Superintendent

		80	α	5.5	သ	ည	2		9	9		9	9	9	9	9	ည	5.5	5.5	9	S	5.5	7.5	2	7	7	
Updated June 2022	EST HOURS																										N/A
	EST DAYS	261	261	181	181	181	181	up to 150	181	181	up to 250	181	181	181	181	181	181	181	181	181	181	181	107	184	184	184	N/A
	2022-2023 SALARY/RATE	\$23.06	\$54,016.56	\$17.51	\$14.65	\$17.51	\$14.65	\$40.63	\$34.38	\$18.41	\$38.83	\$18.87	\$32.47	\$34.99	\$35.69	\$17.51	\$17.95	\$18.41	\$19.18	\$17.51	\$17.95	\$17.95	\$15.75	\$50.23	\$70,398.00	\$70,398.00	
	% RAISE	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	\$1.75	3%	6.50%	6.50%	N/A
	CURRENT SALARY/RATE	\$22.39	\$25.12	\$17.00	\$14.22	\$17.00	\$14.22	\$39.45	\$33.38	\$17.87	\$37.70	\$18.32	\$31.52	\$33.97	\$34.65	\$17.00	\$17.43	\$17.87	\$18.62	\$17.00	\$17.43	\$17.43	\$14.00	\$48.77	\$66,084.00	\$66,084.00	\$43.70 N/A
	POSITION	Transportation Supervisor	Personnel Department Supervisor	Educational Aide	Study Hall Aide	Educational Aide	Study Hall Aide	Testing Coord	Student Tutor	Educational Aide	Testing Support	Educational Aide	Student Tutor	Student Tutor	Student Tutor	Educational Aide	Educational Aide	Paraprofessional/Van Driver	Educational Aide	Educational Aide	Educational Aide	Educational Aide	Health Aide	Alt School Director	Fechko-Sheehan, Justine Gifted Intervention Specialist	Gifted Intervention Specialist	College & Career Fair
	NAME	Johnson, April	Wiley, Cari	Appleton, Stephanie	Baran, George	Carey Jr., Thomas	Conley-Wojdacz, Michele Study Hall Aide	Forney, Richard	Gaines, Jennifer	Herman Jr., William	Moxley Mary K.	Kinney, Sara	Klebs, Gina	Malkus, Katie	Patek, Kristine	Peters, Victoria	Scerca, Michelle	Shaw, Krista	Sullivan, Amy	Thornburg, Stacy	West, Sarah	White, Samantha	Hood, Felisha	Magier, Thomas	Fechko-Sheehan, Justine	Schlegel, Rebecca	Gerspacher, Denise
	GROUP	Admin	Admin	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	MCCC	Nursing	VLA/ALT	Wadsworth	Wadsworth	Fine Arts

Employee	FY23 Rate
Baker, Christina	\$62,500.00
Gall, Lauren	\$55,000.00
Hunkler, Jessica	\$60,000.00
Krovich, Ashley	\$55,936.00
Molten Horst, Lauren	\$55,204.15
Sanders, Stephanie	\$55,000.00
Secaur, Tracy	\$61,800.00
Theberge, Brittany	\$60,000.00

Educational Service Center of Medina County 124 West Washington Street Medina OH 44256

Employee Name: Bob Hlasko	Employee Signature:
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Date	Starting Location	Ending Location	Notes/Reason for meeting	Total Miles
11/20	ESC	Rotary - Pride One (and return)	Rotary regular mtg @ Pride One	10.6
12/2	ESC	Bob Evans Medina Rd (and return)	Rotary Mtg w/ Incoming President	7.6
12/7	ESC	BASA (and return)	Executive Comm Mtg	206
12/8	ESC	Medina County Admin Bldg (and return)	Community Improvement Bd Mtg	0.6
12/10	ESC	NEO ESC (and return)	OSC/GCSSA Board Mtg	57.6
12/20	ESC	275 Center St Seville (and return)	Building Inspection	15.8
12/28	Home (vacation - not in office)	Heartland Title Agency (Foote Rd) (and return)	Sign Title for Building	27
2/14	ESC	Medina County Admin Bldg (and return)	MCDAC Mtg	0.6
2/25	Home (subtracted out distance to ESC and return)	NEO ESC (and return)	NCSSA Mtg	54.8
3/4	ESC	Yours Truly (and return)	Rotary Meeting	5.4
3/9	ESC	MCCC (and return)	Meeting w/ Chef Tony	5.0
3/15	ESC	Rotary - Pride One (and return)	Rotary regular mtg @ Pride One	10.6
3/15	ESC	Feeding Medina County (and return)	Weekend bag packing w/ supts.	1.6
3/16	ESC	MCCC (and return)	Meeting w/ employee and supt.	5.0
3/22	ESC	Rotary - Pride One (and return)	Rotary regular mtg @ Pride One	10.6
3/28	ESC	263 Center St Seville (and return)	prep/tables/set-up for board meeting	15.8
3/28	ESC	263 Center St Seville	board meeting	7.9
3/29	ESC	Rotary - Pride One (and return)	Rotary regular mtg @ Pride One	10.6

4/6	ESC	Hill and Dale Club 3605 Poe Rd. Medina	Rotary Board Planning	10.2
4/7	ESC (subtracted out distance to home on return portion)	NEO ESC (and return) (58 miles - 11.8 miles)	NCSSA Mtg	46.2
4/8	ESC (subtracted out distance to home on return portion)	NEO ESC (and return) (58 miles - 11.8 miles)	OSC/GCSSA and Connect Meetings	46.2
4/12	ESC	BASA Offices	Executive Comm Meeting	206
4/13	ESC	MCCC (and return)	LMC - Education Day Presentation	5.0
4/14	ESC	MCUC (and return)	Meeting with Dean of College for bldg usage	8.4
4/26	ESC	Buehler's - River Styx	Rotary Meeting	5.4
4/26	ESC	Brunswick Board Offices (and return)	Service Agreement Meeting	17.8
4/29	ESC	Medina County Health Dept (and return)	Opiate Task Force Mtg	3.6
5/3	ESC	Nationwide Conf Center/Hotel (and return)	Franklin B Walter Awards	199.8
5/4	ESC	Buckeye Schools (and return)	Service Agreement Meeting	11.8
5/6	ESC	Community Energy Advisors (and return)	Rotary Planning Mtg	4.8
5/10	Home (after hours)	Buckeye Schools (and return)	Board Meeting - Teacher of Excellence Award Presentation	18.8
5/13	ESC	NEO ESC (and return)	NCSSA Mtg/OSC/GCSSA Mtgs	54.8
5/16	ESC	Medina County Admin Bldg (and return)	MCDAC Mtg	0.6
5/17	ESC	Medina City Board Offices (and return)	Service Agreement Mtg	2.0
5/25	ESC	NEO ESC (and return)	NCSSA Mtg	54.8
5/26	ESC	Blair Center Westfield	Project Search Graduation	10.7
5/31	ESC	Pride One (and return)	Rotary	10.6
5/31	ESC	Seville Building (and return)	drop off tables/set for RFQ interviews	15.8
6/1	Home	Seville - Hawthorne Suites and to ESC after (25.3 total trip - 11.7 normal mileage to ESC)	Present at Kiwanis	13.6

(

6/1	ESC	Seville Building (and return)	RFQ Interview	15.8
6/3	ESC	Seville Building	RFQ Interviews	15.8
6/6	ESC	Embassy Suites Rockside Cleveland	GCSSA, OSC Board Meetings	56.8
6/13	Home	Nationwide Hotel/Conf Center (93.4-11.7 for mileage to ESC)	OESCA Conference	81.7
6/14	Nationwide Hotel/Conf Center	Home	return from above	81.7
6/22	Home	Nationwide Hotel/Conf Center (minus normal mileage to work)	OESCA Conference	81.7
6/23	Nationwide Hotel/Conf Center	Home (minus normal mileage to work)	return from OESCA Conference	81.7
6/24	ESC	Connect - NEOESC (and return)	Connect Board Mtg	54.8
		TOTAL		1670

Please fax to: 330-723-0573 Attention Gloria

Or

Email to: gschultz@medina-esc.org

Approved by:	
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Mileage Log

Attachment G

Educational Service Center of Medina County 124 West Washington Street Medina OH 44256

6/24/2022

Employee Name: Matthew Gregory Employee Signature: Matthew Gregory

Date	Starting Location	Ending Location	Notes/Reason for meeting	Total Miles
10/15/22	ESC	NEONET	Mentor meeting/Five County Meeting	21.5
12/20/22	ESC	ESC	Seville Building Inspection	15.6
1/7/22	ESC	ESC	Key Quote	15.6
1/8/22	ESC	ESC	Pay Utilities Deposit	15.6
2/11/22	ESC	ESC	Locks Change	15.6
2/15/22	ESC	ESC	Motor Install	15.6
2/28/22	NEOnet	ESC	NEOnet Meeting	43
2/28/22	ESC	ESC	Pay Utilities Deposit	15.6
4/13/22	ESC	ESC	OASBO Meeting	220
4/26/22	Brunswic k BOE	ESC	Service Agreement Meeting	9.5
1/14,3/1,3/8,3/15,3/22, 3/29,4/7,4/20,4/27,5/5, 5/10,5/18	ESC	Seville	Checking on Building	85.8
5/4/22	ESC	Wadsworth	Accounts Payable Assistance	10.5
5/11,5/18,5/25	Wadswor th diff.	3.8 Difference	Accounts Payable Assistance	11.4
5/31/22	ESC	ESC	Seville and Back, Table Set Up	15.6
6/3/22	Seville	ESC	RFQ Interviews in morning	7.8
6/13-14	ESC	ESC	Business Strategy Framework	200

Please fax to: 330-723-0573 Attention Gloria

Or

Email to: gschultz@medina-esc.org

Approved by:

THIS AGREEMENT OF LEASE, made this 1st day of August, 2022, by and between the Medina County Commissioners, with principal office at 144 N. Broadway St., Medina. Ohio, hereafter referred to as "Lessor", and the Medina County Educational Service Center, hereafter referred to as "Lessee",

WITNESSETH

That the Lessor in consideration of the rents and covenants herein stipulated to be paid and performed by the Lessee, does hereby demise, let and lease to the Lessee the following described premises: approximately 494 square feet of office space designated as Suite 1A, and 752 square feet of office space designated as 1G, and 1.456 square feet of office space designated as Suite 1Q, for a total of 2.702 square feet located in the Professional Building, plus approximately 4.231 square feet of space on the second floor, excluding the space currently occupied by the State Auditors and Community Legal Aid, 120-124 West Washington Street, Medina, Ohio (said location hereafter referred to as the "Premises").

To have and to hold the Premises for and during the full term of one year from August 1, 2022 through July 31, 2023. Yielding and paying therefore during the term aforesaid the annual rent of Thirty-Two Thousand Two Hundred Twenty Dollars (\$32,220.00), payable in equal quarterly installments of Four Thousand Fifty-Three Dollars (\$8.055.00) on the first day of each and every quarter, in advance.

In the event that the rent payments shall become overdue for a period in excess of five (5) days, a late charge of Two Dollars (\$2.00) per day for each day of delinquency shall be charged by the Lessor.

Should the Lessee remain in possession of said Premises after the date of expiration of this Lease with the consent of the lessor, then unless a new agreement in writing shall have been entered into between the parties hereto, the Lessee shall be a tenant from month-to-month and such tenancy shall be otherwise subject to all the covenants and conditions of this Lease except that the rent shall be at rates fixed by the Lessor.

COVENANTS OF LESSEE

And the said Lessee does hereby covenant and agree with said Lessor as follows:

- That the Lessee has inspected said Premises and hereby accepts same as satisfactory and state that he now has occupancy of said Premises.
- 2. That the Lessee will pay said rent at the time and place and in the matter aforesaid.
- That the Lessee will use and occupy Premises in a careful, safe, proper and legal manner.
 In no event shall explosives, extra hazardous chemicals or inflammable materials be taken or stored in the Premises.
- 4. Lessee may make additional improvements to the interior areas of occupancy at its own cost and with the consent and approval of the Medina County Building Maintenance Department; Lessee will indemnify and save harmless said Lessor from and against all liens, claims or damages by reason of any repairs or improvements which may be made by said Lessee on said Premises.
- That the Lessee will not commit or suffer any waste therein.
- 6. That the Lessee will fully comply with and obey all laws, ordinances, rules, regulations and requirements of all regularly constituted authorities as well as Lessor's rules and regulations in any way affecting the Premises, or the use thereof, or this Lease.
- 7. That the Lessee will not use or occupy said Premises for any unlawful purpose.

- That the lessee will not manufacture or sell, or permit to be sold, on said Premises during said term, any intoxicating liquor.
- That the Lessee will not assign this Lease, nor sublet said Premises nor any part thereof, without the written consent of Lessor.
- That the Lessee will permit said Lessor, or the agents of Lessor, to enter upon said Premises at all reasonable times, to examine the condition of the same and to make necessary repairs.
- 11. That the Lessee will make no change in the construction of the building or said Premises without prior written consent of the Lessor.
- 12. That the Lessee will pay all loss and damage occasioned by or growing out of the use and occupation of said Premises by the lessee and/or the agents or employees of the Lessee, or any person upon said Premises by invitation or license of the Lessee, and that the Lessee will indemnify, protect and save harmless the Lessor from and against any loss or liability thereby or therefore; and from and against any expense, cost and attorney fees incurred in connection with any such claim.
- 13a. All personal property belonging to the Lessee located in or about the building or Premises shall be there at the sole risk of Lessee and neither Lessor nor Lessor's agents shall be liable for theft or misappropriation thereof nor for any damages or injury thereto nor for any damage or injury to Lessee or any of its officers, agents, or employees or to other persons or to any property caused by fire, explosion, water, rain, snow, frost, steam, gas, electricity, heat or cold, the bursting or leaking of pipes, plumbing, electrical wiring and equipment and fixtures of all kinds, or by any act or neglect of any person or caused in any other manner whatsoever. Lessee shall give immediate notice to Lessor in care of fire or accident in the Premises or of any known defects, damage or injury therein, or in any fixtures or equipment.
- 13b. Lessee warrants that at all times during the term of its occupancy it will maintain in force personal property casualty insurance coverage on the personal property located in or about the Premises. Said insurance to be in amounts and provide for broad risk peril coverage deemed adequate to reimburse Lessee for losses on the event damage or loss in any form occurs to said personal property. Upon written request, Lessee shall submit evidence of such insurance coverage to Lessor.
- 14. That every demand for rent made after the same falls due shall have the same effect in law as if made on the day and at the time the same is due, any law to the contrary notwithstanding.
- 15. That the Lessee will surrender and deliver up said Premises, at the end of said term in as good order and condition as the same are now are, or may be put by the Lessor, reasonable use and natural wear and tear, or unavoidable casualty, expected.

COVENANTS OF THE LESSOR

And said Lessor, its successors and assigns, hereby covenants and agrees with said Lessee, his executors and administrators:

- That said Lessee paying the rents and keeping and performing the covenants of this Lease on his part to be kept and performed, said Lessee shall peaceably and quietly hold, and occupy, and enjoy said Premises during said term, without any let, hindrance or molestation by any person whatsoever.
- Said Lessor shall provide janitorial service for all public areas of said building and for the
 interior office space designated as Suite 1A, Suite 1G, and Suite 1Q, and for the interior
 office space on the second floor, said janitorial service shall include snow removal.
- 3. That the said Lessor will make all necessary repairs to the roof and exterior walls of said

building and keep in reasonable repair the electrical system, heating and air conditioning and water system in said building.

- 4. Said Lessee shall have use of all non-designated Lessor owned parking areas.
- Lessor will pay all charges and bills for electricity, water, sewer, trash removal, and gas service corresponding to the occupancy of this office space.

MUTUAL COVENANTS

- That at the expiration of the term of this Lease, by limitations, said Lessee may remove all of the trade fixtures and equipment of said Lessee which can be removed without injury to, or defacement of, said Premises. The Premises shall be left in broom swept clean condition. All carpeting that has been installed (tacking or gluing) on the floors of the Premises shall be deemed to have become part of the real estate and shall not be removed by Lessee.
- 2. That this Lease and all the covenants, provisions, terms, conditions, and agreements herein contained shall inure to administrators and assigns of the parties hereto; provided however that no assignment by, from, through or under the Lessee in violation of the covenants, provisions, terms, and conditions hereof, or any of them, shall vest any right, title, or interest whatever in the assignee.
- 3. That the first party and its assigns shall warrant and defend the second party in the enjoyment and peaceable possession of the above demised Premises, during the term aforesaid, if the second party shall perform all and singular the covenants herein agreed to be preformed on the part of the second party.

IN WITNESS WHEREOF, the parties to this Lease set their hands to duplicate thereof, the day and year first above written.

MEDINA COUNTY COMMISSIONERS

In the presence of:	\bigcap
RhandarBick	Steph D Hanly
Buan D. Hollsty (as to Lessor)	
	MEDINA COUNTY EDUCATIONAL SERVICE CENTER
fue to Losson	

INVOICE

Date: May 23, 2022

Ohio Ethics Commission William Green Building 30 West Spring Street, L3 Columbus, OH 43215

TO: Medina County ESC



Phone: (614) 466-7090

PAYMENT FOR	PAYMENT TERMS
Calendar Year 2021 Financial Disclosure Statement Filing Fees	Due on Receipt

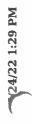
FILER NAME	FILING FEES	LATE FEES	TOTAL FEE AMOUNT
Clarke, Dr. Diana L	30.00	-	30.00
Hamilton, Lisa M	30.00	12	30.00
Kollar, Mark E	30.00	1-	30.00
Matson, Dennis	30.00	-	30.00
Weglewski, Carolyn M	30.00	_	30.00
		TOTAL DUE:	\$150.00

You are receiving this invoice because your entity has indicated that it would like to pay the above fee(s) on behalf of the filers listed and that it has the legal authority to do so. Please note that pursuant to R.C. 102.02(E) and O.A.C. 102-5-12(B) these filers are ultimately responsible for the payment of their own fees. Accordingly, if we do not receive payment in full from your entity within 30 days, we will attempt to collect payment directly from the filer.

If you have any questions please contact Jen Boger at (614) 721-8670 or jen.boger@ethics.ohio.gov.

Make all checks payable to "Ohio Ethics Commission"

Please include a copy of this invoice with your payment.



ESC OF MEDINA COUNTY

Cash Summary Report

Unencumbered Balance	\$ 1,446,433.97	54,536.61	38,521.89	268,425.15	1,277,622.99	(2,504.62)	(2,228.44)	204,940.33	276,677.94	330,467.58	33,306.01	57,922.47	515,033.79	97,495.07	86,419.53	84,580.48	10,712.85	3,190.80	(1,310.00)	(3,826.38)	1,987.54	8,604.40	(2,200.00)	16,947.02	19,219.06	71,810.38	12,250.81	3,398.08	10.48	699.01	0.00
Unen B	\$ 1,				1,																					Ąt	tacl	nmer	ıt J		
Encumbrance	\$ 29,216.67	0.00	28.28	7,473.11	3,323.64	2,504.62	2,228.44	532.00	5,001.74	245.33	13,475.00	4,250.34	3,813.12	22,018.94	840.00	2,730.06	0.00	0.00	1,310.00	3,826.38	0.00	0.00	2,200.00	00.00	00'0	0.00	0.00	0.00	00.0	0.00	0.00
Fund Balance	\$ 1,475,650.64	54,536.61	38,550.17	275,898.26	1,280,946.63	0.00	0.00	205,472.33	281,679.68	330,712.91	46,781.01	62,172.81	518,846.91	119,514.01	87,259.53	87,310.54	10,712.85	3,190.80	0.00	0.00	1,987.54	8,604.40	0.00	16,947.02	19,219.06	71,810.38	12,250.81	3,398.08	10.48	699.01	0.00
FYID Expended	\$ 1,435,662.23	112,179.70	116,126.09	669,274.22	2,176,462.44	0.00	228,123.92	817,314.83	162,959.52	114,840.53	77,575.95	186,994.83	45,682.99	53,029.30	7,235.88	15,481.48	6,346.88	0.00	485.00	438,229.02	0.00	0.00	2,971.20	0.00	1,000.00	1,000.00	1,000.00	0.00	0.00	0.00	4,000.00
MID Expended FYID Expended	\$ 501,297.17	9,005.25	(491.05)	63,387.79	200,161.39	00.00	21,591.12	58,657.33	13,303.88	7,130.07	3,881.98	21,905.73	00.00	3,888.01	567.94	1,164.20	00.0	0.00	485.00	88.61	0.00	0.00	0.00	00.00	00.0	0.00	0.00	0.00	0.00	0.00	2,000.00
PYID Received	\$ 1,195,415.78	163,949.50	112,958.51	945,172.48	2,429,157.56	00.0	228,123.92	812,532.79	148,298.23	172,165.26	56,392.27	155,862.42	129,962.98	95,555.81	27,903.00	26,190.00	5,657.02	0.00	485.00	438,229.02	0.00	0.00	2,971.20	26.15	29.73	1,055.23	18.94	0.00	00.00	0.00	4,000.00
MTD Received	\$ 114,001.25	13,335.26	(4,802.53)	92,554.24	56,453.38	00.0	72,115.92	16,653.57	18,607.28	19,298.75	3,249.79	19,236.06	00.00	4,269.68	3,390.00	374.00	353.06	0.00	485.00	429,922.82	0.00	0.00	2,971.20	00.00	00.00	0.00	0.00	0.00	00.00	0.00	0.00
Initial Cash	\$ 1,715,897.09	2,766.81	41,717.75	00.00	1,028,251.51	0.00	0.00	210,254.37	296,340.97	273,388.18	67,964.69	93,305.22	434,566.92	76,987.50	66,592.41	76,602.02	11,402.71	3,190.80	00.0	00.0	1,987.54	8,604.40	0.00	16,920.87	20,189.33	71,755.15	13,231.87	3,398.08	10.48	699.01	0.00
Description	GENERAL FUND	GENERAL FUND - \$6.50 DEDUCTION	GENERAL FUND - GIFTED SERVICES	VIRTUAL ACADEMY	SPECIAL EDUCATION SERVICES	SUMMER ENRICHMENT	RISE ACADEMY	NURSING SERVICES	SPECIAL NEEDS VAN TRANSPORTATION	NCSSA SUBSTITUTE PROGRAM	STAFF DEVELOPMENT FUND	ALTERNATIVE SCHOOL	BENEFITS FUND	FACILITY FUND	FINE ARTS FUND	CARRIER SERVICE	CO-OP PURCHASING	MEDINA TRANSPORTATION SUPERVISORS	ZENTANGLE CERTIFICATION	275 CENTER ST SEVILLE	CAPITAL IMPROVEMENTS - GENERAL	CAPITAL IMPROVEMENTS - VEHICLES	CAPITAL IMPROVEMENTS - Seville	HORN SCHOLARSHIP FUND	WHITE SCHOLARSHIP FUND	DEL GRAFF SCHOLARSHIP FUND	PETER GALASSI SCHOLARSHIP FUND	BREAKING THE MOLD CRM SCIENCE GRANT	CLIFFSIDE TRANSPORTATION	MTD/JOCHUM MOLL FOUNDATION GRANT- ROBOTICS	SST 8 - Transition Funds ROBOTICS PROGRAM
Full Account Code	01-0000	01-9000	01-9100	01-9150	01-9200	01-9201	01-9205	01-9210	01-9220	01-9230	01-9240	01-9250	01-9260	01-9270	01-9280	01-9290	01-9300	01-9320	101-9500	101-9900	103-0000	103-9000	003-8800	0000-800	108-9001	08-9002	108-9004	119-9001	119-9004	119-9005)19-9009)19-9010

ESC OF MEDINA COUNTY

Cash Summary Report

Full Account Code	Description	Initial Cash	M1D Received	PYTD Received	MID Expended FYID Expended	VID Expended	Fund Balance	Encumbrance	Unencumbered Balance
19-9020	MARTHA HOLDEN JENNINGS GRANT - READING	\$ 1,300.11	\$ 0.00	\$ 0.00	\$ 0.00	\$ 104.27	\$ 1,195.84	\$ 0.00	\$ 1,195.84
19-9100	MULTI-AGENCY PLANNING (MAP) GRANT	7,459.27	0.00	0.00	0.00	0.00	7,459.27	0.00	7,459.27
22-0000	UNCLAIMED FUNDS	3,349.50	0.00	00.00	00.00	0.00	3,349.50	00.00	3,349.50
22-9000	SUNSHINE FUND	114.94	0.00	468.00	44.99	463.51	119,43	80.00	39.43
22-9050	EMPLOYEE HEALTH INSURANCE PREPAYMENTS	6,692.50	2,596.06	32,601.36	3,218.62	32,445.95	6,847.91	00.00	6,847.91
122-9100	MEDINA COUNTY TRANSITION TEAM (MCTT)	427.93	0.00	0.00	0.00	0.00	427.93	0.00	427.93
122-9150	MEDINA COUNTY SPECIAL OLYMPICS	17,061.82	0.00	0.00	0.00	0.00	17,061.82	0.00	17,061.82
122-9500	COUNTY SERVICE PLAN (BLACK RIVER)	2,982.72	0.00	180,000.00	12,610.29	95,565.30	87,417.42	0.00	87,417.42
122-9510	COUNTY SERVICE PLAN (BRUNSWICK CITY)	20,000.00	0.00	30,000.00	0.00	0.00	50,000.00	0.00	20,000.00
122-9540	COUNTY SERVICE PLAN (HIGHLAND LOCAL)	44,710.62	0.00	204,750.00	22,569.97	183,684.73	65,775.89	757.84	65,018.05
122-9550	COUNTY SERVICE PLAN (MEDINA CITY)	30,977.74	0.00	502,264.82	50,152.86	470,109.99	63,132.57	943.52	62,189.05
122-9560	COUNTY SERVICE PLAN (MCCC)	5,904.98	30,000.00	514,644.50	49,114.43	514,811.40	5,738.08	0.00	5,738.08
122-9570	COUNTY SERVICE PLAN (WADSWORTH CITY)	19,517.12	20,315.40	203,636.88	21,764.87	182,548.95	40,605.05	0.00	40,605.05
)22-9580	COUNTY SERVICE PLAN (MCBDD)	100.00	0.00	0.00	0.00	0.00	100.00	0.00	100.00
)24-9000	EELIT - LIFE INSURANCE LIQUIDATION	7,062.00	0.00	0.00	0.00	0.00	7,062.00	0.00	7,062.00
121-0000	BUS DRIVER TRAINING PROGRAM	137,094.76	5,873.46	190,028.71	28,183.43	241,365.37	85,758.10	4,907.65	80,850.45
199-9021	PARENT MENTOR GRANT FY21	214.17	00.00	2,420.83	0.00	2,635.00	0.00	0.00	0.00
199-9022	PARENT MENTOR GRANT FY22	00.00	5,161.92	24,996.53	2,500.44	24,996.53	00.00	00.00	0.00
507-9200	EXTENDED LEARNING AND RECOVERY FY20-22	48.04	0.00	199,951.96	00.00	200,000.00	0.00	0.00	0.00
508-9200	GOVERNOR'S EMER EDUC RELIEF (GEER) FY20-22	0.00	00.00	467,632.39	0.00	467,632.39	0.00	0.00	0.00
590-9020	ESC STATE TRAINERS - OTES 2.0	0.00	0.00	8,076.00	0.00	8,076.00	0.00	0.00	00.0
590-9022	IMPROVING TEACHER QUALITY	0.00	7,352.94	7,352.94	7,352.94	7,352.94	0.00	0.00	0.00
Grand Total		\$ 4,841,393.91	\$ 933,768.51	\$ 9,720,937.72 \$	\$ 1,105,537.26 \$	\$ 9,105,768.34 \$	\$ 5,456,563.29	\$ 111,706.68 \$	\$ 5,344,856.61



Standard Abbreviated Form of Agreement Between Owner and Architect

THIS DOCUMENT HAS BEEN MODIFIED FROM ITS ORIGINAL VERSION.

AGREEMENT made as of the date signed by Owner

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

Educational Service Center of Medina County Governing Board 124 W. Washington Street Medina, Ohio 44256

The Owner's Representative is: Robert Hlasko, Superintendent (rhlasko@medinaesc.org)

and the Architect (also called the Design Professional): (Name, legal status, address and other information)

BSHM Architects, Inc. 15 Central Square, Suite 300 Youngstown, Ohio 44503

The Architect's Representative is: Jay Crafton, Senior Vice President (jac@bshm-architects.com)

The Architect was selected by the Owner following the qualification-based selection process required by Ohio Revised Code Sections 153.65, et seq. to provide professional design services to the Owner.

for the following Project: (Name, location and detailed description)

Remodeling Project

The Owner reserves the right to add additional scope and services as further improvements are identified and funds are available. The parties will negotiate a reasonable compensation for these services and amend this Agreement in writing to include the additional services and compensation, if any.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

The Owner's initial program for the Project is set forth in the Request for Qualifications (RFQ) issued by the Owner, dated April 8, 2022.

As part of its Basic Services, the Architect will assist with budget development for the Project, as requested by the Owner and subject to Owner's approval in its sole discretion. The anticipated construction budget is \$750,000.00 Throughout the term of this Agreement the Architect will perform its services based upon the Owner's then-current budget.

Design phase milestone dates, if any:

Task	Completed by Architect by
Programming	July 26, 2022
Building Assessment/Documentation	August 16, 2022
Schematic Design	September 13, 2022
Design Development	October 25, 2022
Construction Documents	December 6, 2022
Anticipated Commencement of Construction	January 10, 2023
Anticipated Completion of Construction	June 2023

As part of its Basic Services, the Architect will assist with schedule development for the Project, as requested by the Owner. The Design milestone and completion dates stated herein shall only be changed by written, signed agreement between the Owner and Architect.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties may appropriately adjust the schedule, the Architect's services and the Architect's compensation in accordance with the terms of this Agreement.

§ 1.3 [Not Used.]

§ 1.3.1 [Not Used.]

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 Standard of Care. The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect's failure to comply with the Standard of Care shall be a material breach of the Agreement.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement and for a period of five (5) years following final completion of the Project. However, if professional liability and/or commercial general liability coverage is claims-made coverage, coverage must be maintained in effect for ten (10) years after Final Completion of Work.

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Comprehensive General Liability with policy limits of not less than Two Million (\$2,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage. A per project aggregate endorsement shall be included in the General Liability and shall provide that the general aggregate limit applies separately to the Project. This endorsement shall be Insurance Services Office, Inc. (ISO) endorsement CG 25 03, or equivalent

.2 Automobile Liability

Automobile Liability covering owned and non-owned vehicles operated by the Architect with policy limits of not less than One Million Dollars (\$ 1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage

.3 Workers' Compensation

Workers' Compensation at statutory limits and Employers Liability with a policy limit as required by Ohio law

.4 Professional Liability

Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$2,000,000.00) in the aggregate.

§ 2.2.5 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.2.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Agreement. The certificates will name the Owner as the holder of the certificate of insurance listing the required coverages and as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Agreement, Article 3, and Exhibit A and include usual and customary civil, structural, mechanical, plumbing, and electrical engineering services as applicable to the Project. Services not set forth in this Agreement are Additional Services.
- § 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. If Owner performs work on the Project or other projects with separate consultants, equipment suppliers, or other vendors, Architect shall cooperate with and coordinate its design and activities with those of such separate consultants, equipment suppliers, or other vendors so that the Project and other projects can be completed in an orderly and coordinated manner without disruption. As applicable, the Architect shall review the reports and shop drawings from Owner's consultants, equipment suppliers, or other vendors and coordinate its design accordingly. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.3 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall advise the Owner in writing of the results of these contacts and any impacts on Project requirements. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
- § 3.1.4 To the extent needed to provide its Basic Services and to the extent existing conditions are reasonably visible and accessible, the Architect shall provide services to investigate existing conditions or facilities.
- § 3.1.5 In providing services under this Agreement, the Architect shall, in accordance with the Standard of Care, comply with all applicable federal, state, and local laws, regulations, and orders in effect at the time of submission of the Contract Documents to the governing building authority. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the project. The Plans and Specifications and the improvements, if built in accordance with them, shall conform to all currently applicable statutes, regulations, ordinances, and orders, except to the extent that the Architect has advised the Owner in writing that there is an ambiguity or an interpretation by a code official contrary to that by the Architect or that a variance shall be necessary. The Architect shall not be responsible for compliance of any contractor with currently applicable statutes, regulations, ordinances, and orders but shall report any known deviation therefrom to Owner in writing.

§ 3.2 Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, consult with the Owner to develop the program for the Project, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

- § 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.
- § 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.5 The Architect shall submit the Design Documents to the Owner for the Owner's approval.

§ 3.3 Construction Documents Phase Services

- § 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.
- § 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.
- § 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall work with Owner's legal counsel to assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

- § 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor including, but not limited to, site visits and review and processing of submittals, requests for information, change orders and applications for payment, including review of prevailing wage certified payroll reports, as set forth below and in the agreement between the Owner and Contractor for the Project, including the General Conditions of Contract (if applicable).
- § 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Nothing in this section relieves Architect of its duty to use reasonable care to endeavor to protect Owner from defective and non-conforming Work in accordance with its Standard of Care.
- § 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment. Notwithstanding the foregoing, Architect will coordinate a meeting with the Contractor(s) prior to the expiration of the one-year period for correction of Work as a Basic Service and will participate in the meeting and work with Owner to address any issues identified during the meeting.
- § 3.4.1.4 Unless otherwise provided in the agreement between the Owner and the Contractor, the Architect shall coordinate and lead progress meetings to be attended by the Owner, Contractor, Architect and any necessary subcontractors and subconsultants. The Architect shall provide an agenda in advance of each meeting and shall be responsible for memorializing all Project meetings. Meeting minutes shall be distributed by the Architect no later than

24 hours after any meeting. To the extent the Contractor is responsible for preparing the meeting minutes, the Architect will review the meeting minutes and report any inconsistencies in writing to the Owner.

§ 3.4.2 Evaluations of the Work

- § 3.4.2.1 The Architect, and the Architect's subconsultants, as necessary, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Architect's observations must include observing final testing and start-up of equipment. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. Nothing in this section relieves Architect of its duty to use reasonable care to endeavor to protect Owner from defective and non-conforming Work in accordance with its Standard of Care.
- § 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work. The Architect shall reject Work that it knows or within the Standard of Care should have known does not conform to the Contract Documents and shall notify the Owner and Contractor of the rejection of such Work.
- § 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Architect will keep a record of all such interpretations that includes information such as the date of each request for interpretation, the person making the request, the date of Architect's response, and a summary of the response. Architect will keep all correspondence and documentation related to such requests organized in a systematic manner and will make such documentation available to Owner upon Owner's request.
- § 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.
- § 3.4.2.5 Unless Owner and Contractor designate another person to do so, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. Architect's initial decision on claims, disputes or other matters in question between Owner and Contractor, except for those relating to aesthetic effect, is subject to mediation and further dispute resolution as provided in this Agreement and in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

- § 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. Architect will not certify the final payment application to the extent Contractor has not submitted appropriate lien waivers or other documents required by the Contract Documents. Notwithstanding the foregoing, Architect has discretion to adjust the amount certified when missing documentation is deemed by Architect, in consultation with Owner, to be relatively inconsequential or beyond the control of Contractor, such that holding all payment for those items would be detrimental to the Project or unfair to Contractor.
- § 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment,

or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.3.3 Consistent with its Standard of Care, Architect will advise Owner in writing at the time of the delivery of each certification for payment of any defects or problems with respect to the Work, which can be reasonably observed in the course of Architect's observations, given the stage of completion of the Work.

§ 3.4.4 Submittals

- § 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.
- § 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- § 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Architect will review costs proposed by Contractor(s) for changes to the Work and negotiate a reasonable cost for the change, which will be documented by written change order and approved by Owner.

§ 3.4.5.1 Architect will maintain a record of all change orders for the Project. Such record shall show the status of each change order, identify potential change orders and include the name of the contractor, the subject of the change order, the dates of approval, the estimated cost of the change order (if not approved), the number of days additional time requested by the contractor for the Work, and the number of days approved by Architect and Owner to accomplish the Work. Architect will furnish an updated copy of the change order record to Owner upon request.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; prepare a list of incomplete or unsatisfactory items and a schedule for their completion for each Contractor; conduct a final review of the Work; evaluate completion of the Work included on the punch list; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that the Work complies with the requirements of the Contract Documents. To the extent a Contractor has not completed its Work or there are defects or non-conforming Work following the date for Substantial Completion, Architect, in its role as design professional, will communicate with Contractor and monitor its progress to complete its Work and correct any such defective or non-conforming Work.

§ 3.4.6.1 Upon request of Owner, and prior to the expiration of one year from the date of Substantial Completion, Architect will, without additional compensation, conduct a meeting with Owner to review the Project operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental and Additional Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. If Owner requests a service not indicated as being included in Basic Services or shown as not provided, the parties will negotiate a reasonable compensation for that service and will sign a written amendment to this Agreement to add the services and related compensation.

(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)

N/A

- § 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner in writing, in accordance with the Agreement. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 may entitle the Architect to compensation pursuant to Section 11.3. Nothing in this Agreement shall relieve the Architect of its professional duties related to this Project. Should the Architect believe that proposed Additional Services are essential for the performance of the Architect's professional responsibilities, the Architect shall clearly notify the Owner of that fact in writing, stating the objective basis for that belief.
- § 4.2.1 The Architect shall provide services necessitated by a material change in the Initial Information, material changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.
- § 4.2.2 The Architect has included in Basic Services bi-weekly visits to the site by the Architect during construction or other intervals appropriate to the stage of construction. The Architect shall conduct site visits in excess of that amount with Owner's prior written authorization, as an Additional Service. On site visits shall be in addition to weekly job meetings.
- § 4.2.3 The Architect shall, review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service. However, the Architect shall seek written and signed consent from the Owner before performing any Additional Service(s) that will require additional compensation or an increase to Architect's Compensation.
- § 4.2.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, the Architect may request additional compensation for the actual cost of performance to the extent the Architect demonstrates that such costs exceed the costs the Architect would have incurred in the absence of the delay.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.
- § 5.2 The Owner shall establish and may periodically update, the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the

Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

- § 5.3 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect determines that such services are reasonably required by the scope of the Project.
- § 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided as determined by Owner.
- § 5.5 To the extent available, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as soils, structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.
- § 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service, it being understood that the Owner has no duty to search for the same, nor is the Owner a professional skilled in finding such faults or defects.
- § 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.
- § 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.10 [Not Used.]

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work as provided in Initial Information, or otherwise provided by the Owner in writing, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive procurement/bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, contractor quotes/bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques in order to provide an estimate pursuant to the requirements of the Ohio

Revised Code. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service, in accordance with this Agreement.

- § 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market, subject to Owner's approval.
- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments. The Architect shall provide these services and update the design documents accordingly, at no additional cost to the Owner.
- § 6.6 If the Architect's estimate(s) for the Work for the Project is exceeded by the lowest bona fide contractor quote or bid, the Owner may, at its option:
 - .1 give written approval of an increase in the budget for the Cost of the Work;
 - .2 authorize rebidding or solicitation of additional quotes for the Project within a reasonable time;
 - .3 terminate in accordance with Section 9.5;
 - .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; and/or
 - .5 implement any other mutually acceptable alternative.
- § 6.7 If the Owner chooses to proceed under Section 6.6.1, 6.6.2, or 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's revised budget for the Cost of the Work or other adjustments authorized by the Owner. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner agree that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce (including electronically) applicable published or issues portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. In the event this Agreement is terminated for whatever reason, Architect grants Owner a nonexclusive license permitting Owner to authorize other similarly credentialed design professionals to reproduce and, as permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses.

- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.
- § 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 Subject to the agreement of any applicable property insurer, to the extent damages are actually recovered from property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in the agreement between Owner and Contractor, as executed for the Project. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.1.4 Indemnification

Notwithstanding any other provision in this Agreement to the contrary, the Architect shall indemnify and hold harmless the Owner for all damages, losses, attorney fees or claims which the Owner sustains arising out of or related to any negligent act (including the negligent breach of this Agreement), error, omission or failure to exercise reasonable care skill or diligence on the part of the Architect, its employees, its agents, its consultants, or any party for which the Architect is responsible respecting the performance of any Work or Service in connection with the Project.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation if both parties agree in writing, and will be conducted pursuant to mutually agreed-upon procedures. § 8.2.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

[]	Arbitration pursuant to Section 8.3 of this Agreement
[X]	Litigation in a court of competent jurisdiction as set forth in Section 10.1
[]	Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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§ 8.3 Arbitration [Not Used.]
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§ 8.3.1 [Not Used.]

§ 8.3.1.1 [Not Used.]

§ 8.3.2 [Not Used.]

§ 8.3.3 [Not Used.]

§ 8.3.4 Consolidation or Joinder [Not Used.]

§ 8.3.4.1 [Not Used.]

§ 8.3.4.2 [Not Used.]

§ 8.3.4.3 [Not Used.]

§ 8.4 [Not Used.]

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.
- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, and Reimbursable Expenses then due.

§ 9.7

(Paragraphs deleted)
[Not Used.]

§ 9.8 [Not Used.]

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located. The parties agree that jurisdiction for any disputes that arise in connection with this Agreement that are not settled through mediation will be the Court of Common Pleas for the county in which the Project is located and each party hereby expressly consents to

the jurisdiction of such court. The parties expressly waive the right of removal of any litigation arising out of this Agreement to federal court.

- § 10.2 Terms in this Agreement shall have the same meaning as those in the modified (as prepared for the Project) agreement between Owner and Contractor.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement
- § 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect. However, it is understood that the Owner is an intended third-party beneficiary of Architect's agreements with its consultants for design and engineering services. The Architect shall incorporate the obligations of this Agreement into its respective consultant agreements and subcontracts.
- § 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the toxic materials or substances were brought to the Project pursuant to the terms of the Contract Documents. Should Architect become aware of the presence of hazardous materials or toxic substances on the Project Site, Architect agrees to immediately report that presence to Owner in writing.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect will not publish other information regarding the Project without the Owner's prior written consent and the Owner agrees not to unreasonably withhold such consent. The Architect agrees to keep confidential and not to disclose to any third-party (without the advance written consent of the Owner or as otherwise permitted under this Agreement) any confidential, proprietary or privileged information or documentation of financial or strategic planning or operational information or documentation or any patient records or information
- § 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- § 10.10 Federal Contract Provisions. The Owner will pay all or part of the Contract Sum using federal grant funding. Accordingly, the Contract Provisions for Non-Federal Entity Contracts Under Federal Award attached hereto as Exhibit C shall apply. Any reference to Contractor on Exhibit C shall be deemed to include Architect.

ARTICLE 11 COMPENSATION

- § 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
 - .1 Stipulated Sum (Insert amount)

(Paragraphs deleted)

The compensation for Architect's Basic Services shall be a fixed fee of \$71,000.00, as set forth in Exhibit A. The compensation for Reimbursable Expenses as defined in Section 11.8, is in addition to such Basic Services and shall not exceed \$5,000.00. If accepted, the Additional Service of parking lot repairs and re-surfacing shall not exceed \$6,500.00

- .2 [Not Used.]
- .3 Other (Describe the method of compensation)

§ 11.2

(Paragraphs deleted)
[Not Used.]

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

Unless otherwise agreed by the parties, Additional Services shall be compensated at the Architect's Hourly Rates set forth in **Exhibit B** and shall be based upon written, signed agreement between the Owner and Architect. No Additional Services shall be performed without written, signed agreement between the Owner and Architect.

- § 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
- § 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation shall be paid monthly. Architect will submit invoices for its services as they are completed up to the stipulated amounts stated in Section 11.1 above.

 (Table deleted)
- § 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.
- § 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.
- § 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth in **Exhibit B**. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

(Table deleted)

§ 11.8 [Not Used] § 11.8.1 (Paragraphs deleted)

§ 11.8.2

Init.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. Architect shall give the Owner seven days written notice of late payment before interest shall begin to accrue.

(Insert rate of monthly or annual interest agreed upon.)

0 % zero

§ 11.9.2.2 [Not Used.]

§ 11.9.2.3 As applicable, Architect shall submit invoices tracking total Reimbursable Expenses costs against the not-to-exceed amount set forth in 11.1, or as otherwise requested by Owner. Where applicable, Architect's invoices shall show an hourly rate breakdown including time spent by each member of Architect's personnel. Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

- § 12.1 Architect's Duties in General. The Architect acknowledges that the Owner is entering this Agreement in reliance on the Architect's abilities to perform the Basic Services and any Additional Services requested under this Agreement on a timely basis. To the extent that any service hereunder shall be performed by consultants retained by the Architect, the term "Architect" as used in this Agreement shall be deemed to include any such consultant.
- § 12.2 The Architect's duties and obligations, as set forth herein, and any liabilities arising hereunder shall at no time be diminished or released by reason of any approval by the Owner of the Drawings and Specifications or any other documents prepared by the Architect.
- § 12.3 The Architect, consistent with its Standard of Care and professional skills, agrees, based upon the manufacturers' specifications or observations, that materials and equipment specified shall be adequate for the purposes for which they are specified.
- § 12.4 Consistent with its Standard of Care, the Architect shall endeavor to anticipate problems related to zoning, building permits, building envelope including roofs and walls, availability of utilities, equipment and material shortages, proper balancing of the heating, ventilating, and air conditioning systems, security systems, and supplier delays.
- § 12.5 The Architect shall endeavor to maintain good working relations with the Owner, Contractor, and subcontractors, shall further endeavor to solve problems and resolve disputes, if reasonably possible, promptly as they occur on the Project, and shall promptly advise the Owner of any action recommended with respect to the problems or disputes.
- § 12.6 Privileged Communications. All communications between the Owner's legal counsel and the Architect, while the Architect is acting as the agent for the Owner under the terms of this Agreement and which relate in any way to the administration of the construction of the Project or to the work of any Contractor, Subcontractor, materialman, or any other person rendering services in connection with the Project, is subject to the attorney-client privileged that can be waived only by the Owner. Any such communications and copies thereof that are written including without limitation,

correspondence, notes, memoranda, notes of meetings and conversations that are reduced to writing and the like, upon notice from the Owner's legal counsel, shall be placed by the Architect in a separate file folder marked "Privileged and Confidential" and shall not be disclosed to any person other than the Architect's own legal counsel without the express written permission of the Owner. This provision is intended to protect the confidentiality of the Owner's communications with its counsel when the Architect comes into possession of such information in its capacity as agent of the Owner in the performance of its duties under this Agreement in the event of a dispute between the Owner and a third-party. This paragraph is not intended to impede communications between the Architect and the Architect's counsel or between the Architect and any Contractor seeking a decision from the Architect on a claim or dispute related to the Project.

- § 12.7 Modification. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a party unless set forth in writing and signed by or on behalf of a party. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Agreement.
- § 12.8 Partial Invalidity. If any term or provision of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances, or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken; provided this Agreement will be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision.
- § 12.9 Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement to produce or account for more than one counterpart hereof. This Agreement may be executed and delivered by facsimile or via electronic mail.
- § 12.10 Non-Discrimination. Architect agrees:
 - .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
 - .2 That neither the Architect, subcontractor, nor any person acting on behalf of either of them, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, handicap, or color.
 - .3 That there shall be deducted from the amount payable to the Architect by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
 - .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.
- § 12.11 Construction. The parties acknowledge that each party has reviewed this Agreement and voluntarily entered into this Agreement. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement, or any amendments or exhibits to it.
- § 12.12 No Findings for Recovery. The Architect represents that the Architect is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Architect has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section.

- § 12.13 Notices. A Notice is any written notice to the Owner or the Architect. Written Notice to the Architect shall be deemed to have been duly served if delivered in person to an officer or any other official of the Architect or if delivered to or sent by registered or certified mail, return receipt requested, to the last known business address of the Architect. Written Notice to the Owner shall be deemed to have been duly served if delivered in person or sent by registered or certified mail, return receipt requested to the Owner's representative identified in the Agreement. When sent by certified mail to either party, any written notice shall be considered properly delivered to the other party three (3) days after the date sent.
- § 12.14 Assignment. This Agreement shall not be assigned in whole or in part, including the right to payments, by Architect without Owner's prior written consent. This Agreement may be assigned by Owner to any entity as required by financing, if any, and the Architect agrees to execute whatever assignment documents are required by such entity as are related to the financing as long as Architect's rights and obligations under this Agreement are not affected.
- § 12.15 Federal Contract Provisions. The Owner will pay all or part of the Contract Sum using federal grant funding. Accordingly, the Contract Provisions for Non-Federal Entity Contracts Under Federal Award attached hereto as Exhibit C shall apply. Any reference to "Contractor" in attached Exhibit C shall refer to Architect

ARTICLE 13 SCOPE OF THE AGREEMENT

- § 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.
- § 13.2 This Agreement is comprised of the following documents identified below:
 - .1 AIA Document B104TM-2017, Standard Abbreviated Form of Agreement Between Owner and Architect, as modified

.2

(Paragraphs deleted)

Owner's RFQ, dated April 8, 2022, to the extent not inconsistent with this Agreement

3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Exhibit A — Architect's Proposal, dated June 14, 2022, to the extent not inconsistent with this Agreement. Any terms and conditions in the Architect's Proposal are expressly rejected.

Exhibit B = Hourly Rates

Exhibit C - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

.4 Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Not Applicable

This Agreement entered into as of the day and year first written above.

EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY GOVERNING BOARD	BSHM ARCHITECTS, INC.	
OWNER (Signature)	ARCHITECT (Signature)	

(Printed name and title)	(Printed name, title, and license number, if required)
(Date)	(Date)
OR) The undersigned, Treasurer of the Educational Service Cerequired to meet the obligations under the contract, obligation	E OF AVAILABLE FUNDS C Section 5705.41) Inter of Medina County Governing Board, hereby certifies that the amount on, or expenditure for the services described in the preceding agreement, treasury or in process of collection to the credit of an appropriate fund, free
Date	Gregory Matthew, Treasurer
`	Oregory matthew, Treasurer
(ORC	Section 5705.412)
rm of the contract the authorization to levy taxes i	dina County, hereby certify that the District has in effect for the including the renewal or replacement of existing levies which.
ertification, are sufficient to provide the operating re and programs for all the days set forth in its adopted	all other sources available to the District at the time of this evenues necessary to enable the district to maintain all personnel school calendars for the current fiscal year and for a number of f days instruction was held or is scheduled for the current fiscal
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June 14, 2022

Dr. Robert Hlasko, Superintendent ESC of Medina County

Subject: ESC of Medina County – A/E Fee Proposal

Dear Dr. Hlasko,

In response to your request, we submit this proposal for professional architectural and engineering services.

OVERVIEW OF PROJECT

The ESC desires to engage BSHM to design and perform Construction Phase Services for the renovations to approximately 11,000 SF in an existing building, located at 263, 269 and 275 Center Street, Seville, Ohio 44273. The renovations are for the purpose of general business practices conducted by ESC, professional development of staff and educational spaces for students.

SCOPE OF PROJECT

- A. Programming:
 - a. BSHM through a series of meetings with ESC's designated representatives, shall develop a Program of Requirements (POR) defining a preliminary list of spaces and square footages to meet the ESC's needs.
- B. Existing Building Assessment / Documentation:
 - a. The building's roof, wall and foundation structure, mechanical units and utility services will be assessed for viability.
 - b. The Existing Conditions shall be created digitally in Building Information Model (BIM) form from existing documentation and field verifications.
- C. Design:
 - Renovations are likely going to include selective demolition of some walls/door/frames, ceilings, lights, plumbing fixtures and general finishes and the cutting and patching of existing concrete floors.
 - b. New construction is likely to be limited to interior work such as new concrete floors, walls, ceilings, MEP, Fire Protection & Technology.
 - c. Alternate scope of work is likely to include new openings in the exterior wall for windows and repairs to the parking lot.
- D. Permitting:
 - a. BSHM shall submit for Plan Review and respond to adjudication items.
- E. Bidding:
 - a. BSHM will cooperate with the selected CM at Risk or facilitate a Prime Contract bid event.
 - b. BSHM will aid ESC in the evaluation of bidders.
 - c. BSHM shall provide a written recommendation of Contract Award to the lowest most responsive bidder after bid reviews.
- F. Construction Phase Services:
 - a. BSHM and its consultants will review submittals, respond to RFIs, be on site (an average of one day per week), provide field reports, monitor Contractor's compliance to the construction documents, review Contractor's Pay Requests, Punch out.



BASIC SERVICES

Basic Services will include civil, architectural, structural, mechanical, electrical, technology, plumbing design, and fire protection design services related to the scope described in the previous section.

*Mileage is included in the Basic Services Fee

SERVICES NOT INCLUDED

Topographical and Utility Surveys Geo-technical Investigations Hazardous Materials Surveying/Monitoring **Construction Material Testing** Special Inspections Expenses related to Plan Review Application **LEED Registration and Review Submittal** Discovery of hidden existing conditions **Environmental or Cultural Assessments Building Commissioning**

BSHM requests 10% if soliciting, managing, and invoicing for these services.

CONSULTANTS

Civil Engineering Karpinski Engineering Structural Engineer Seidler Engineering MEP & FP Engineering Karpinski Engineering Technology Engineer Karpinski Engineering Special Inspections TBD

PRELIMINARY SERVICES SCHEDULE

July 5, 2022 AE Contract Signed (3-week duration) July 26, 2022 **Programming Completed** (3-week duration) August 16, 2022 **Building Assessment / Documentation** (3-week duration) September 13, 2022 Schematic Design (4-week duration) October 25, 2022 **Design Development** (6-week duration) December 6, 2022 Construction Documents (6-week duration) (4-week duration) January 10, 2023 Permitting and Bidding (6-month duration) June 2023 **Construction Phase Services** July 2023 Occupancy



BASIC SERVICES COMPENSATION

Fees for Basic Services are based on an 8% fixed percentage of the Construction Cost as indicated below:

Programming	\$ 2,000.00
Building Assessment / Documentation	\$ 2,000.00
Schematic Design	\$16,000.00
Design Development	\$16,000.00
Construction Documents	\$16,000.00
Permitting and Bidding	\$ 3,000.00
Construction Phase Services	\$16,000.00
Fee	\$71,000.00

ADDITIONAL SERVICES

Parking Lot Repairs and Re-surfacing

\$6,500.00

REIMBURSABLE EXPENSES

Printing and Postage

\$5,000.00

Sincerely,

Senior Vice President, BSHM Architects, Inc.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The Education Department of General Administrative Regulations (EDGAR) are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014 to local districts (LEAs) and charters including State-administered programs. All recipients of federal grant dollars must comply with these rules. All references to Contractor made herein shall mean Architect as defined in the modified AIA Documents B104-2017 Agreement Between Owner and Architect, and for all references to Subcontractor(s) made herein shall mean consultants of the Architect. All provisions provided below are hereby incorporated by reference into the Owner-Architect Agreement ("Agreement") and by entering into this Agreement, Contractor certifies the following:

Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Rule (A) above, the Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement,

Pursuant to Rule (B) above, Owner reserves the right to terminate any agreement resulting from this procurement process pursuant to the Owner-Architect Agreement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Rule (C) above, this provision is hereby incorporated by reference into the Agreement.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Rule (D) above, Contractor will follow all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Rule (E) above, Contractor certifies that Contractor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of the Agreement.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Rule (F) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements referenced in Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be

reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Rule (G) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements as referenced in Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Rule (H) above, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Rule (I) above, as applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Record Retention Requirements

Contractor certifies that during the term of the Agreement, Contractor will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that all records will be retained as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Energy Policy and Conservation Act Compliance

To the extent applicable, Contractor certifies that during the term of the Agreement, Contractor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Buy American Provisions Compliance

To the extent Contractor has agreed to comply with applicable provisions of the Buy American Act with a particular public entity, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

Recovered Materials (2 C.F.R. § 200.322)

Contractor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Access to Records (2 C.F.R. § 200.336)

Contractor agrees that duly authorized representatives of the Agency shall have access to any books, documents, papers and records of Contractor that are directly pertinent to Contractor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion relating to such documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor, nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Complying with Federal, State, and Local Laws

Contractor agrees to comply with federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

Energy Conservation (34 C.F.R. § 75.616(c))

Contractor agrees to comply with US Department of Education regulation at 34 CFR 75.616(c) which requires the use of American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) standards for Heating, Ventilation, and Air Conditioning (HVAC) projects.

Domestic Preference (2 C.F.R. § 200.322)

Contractor agrees to comply with the requirements for Domestic Preference in construction materials and supplies where applicable (2 CFR 200.322).

Assurances for Construction and Other Capital Expenditures

Contractor agrees that the project will begin in a reasonable time period and Contractor will have the final plans approved before the construction is advertised or placed on the market for bidding (34 CFR 75.605). Contractor agrees the project will be completed in a reasonable time period consistent with the approved plans and specification (34 CFR 75.606). Contractor represents that the proposed construction is functional, economical, and not elaborate in design or extravagant in the use of materials as compared to other facilities in the State or other applicable geographic area (34 CFR § 75.607).

Preservation of Historic Sites (34 CFR § 75.602)

Contractor represents it has considered the probable effects of proposed construction on any district, site, building, or structure that is included or eligible for inclusion in the National Register of Historic Places.

Health, Safety, and Disability Compliance (34 CFR §§75.609 and 75.610)

Contractor represents that it has reviewed the plans and designs for the improvement against Federal, State, and local health standards including Federal requirements regarding access by persons with disabilities, and it confirms project plans and designs comply with applicable Federal, State and local health and safety standards, as well as Federal requirements regarding access by persons with disabilities, as required by (34 CFR §§75.609 and 75.610).

This certification shall be effective through the term of the Contractor's Agreement.