

EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY
Regular Meeting of May 22, 2023
124 West Washington Street, Medina, Ohio

CALL TO ORDER

President Weglewski called the meeting to order at 6:10 p.m.

ROLL CALL

The following members were present for the roll call: Mr. Consiglio, Mr. Matson, and Mrs. Weglewski.
Mr. Ravanelli arrived at 6:16 p.m.

23-04-63 Motion by Mr. Consiglio and seconded by Mr. Matson to approve the minutes of the April 20, 2023 Regular board meeting as presented.

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

RECOGNITION OF VISITORS- Alexis Crow, Carly Eckert, Mary Case, and Katherine Sainato

SCHOLARSHIP PRESENTATION

Harold A. and Louise C. White Scholarship – Ella Clapper (Highland)
Harold A. and Louise C. White Scholarship – Alexis Crow (Cloverleaf)
Harold A. and Louise C. White Scholarship – Carly Eckert (Black River)

Delmar C. Graff Scholarship – Mary Case (Brunswick)
Delmar C. Graff Scholarship – Katherine Sainato (Wadsworth)

Clarence H. Horn – Carly Eckert (Black River)
Clarence H. Horn - Katherine Sainato (Wadsworth)

Margaret Ford and Lloyd K. Smucker – Jahnavi Upadhyay (Brunswick)

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 – April 2023
- B. Reconciliation – April 2023
- C. Investment Review and Redtree Report– April 2023
- D. List of Bills Paid – April 2023.
- E. Next Governing Board Meeting – June 26, 2023 - Seville

SUPERINTENDENT'S REPORT

- A. Meetings Attended
- B. Building Update

BOARD MEMBERS' REPORTS

- A. Legislative Liaison – Mrs. Weglewski updated the board on the new funding bills for the next biennial update.
- B. Student Achievement Liaison –Mr. Ravanelli updated on student awards.
- C. Policy Committee – Mr. Matson and Mrs. Weglewski updated the board on the different policies to get approve at this meeting.
- D. Business Advisory Council –Council did not meet this month.

POLICY

23-05-76 Motion by Mr. Matson and seconded by Mr. Consiglio to approve the following policies:

BDDA – Notification of Meetings – Revised
JHG – Reporting Child Abuse and Mandatory Training

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

PERSONNEL ITEMS

Motion by Mr. Matson and seconded by Mr. Consiglio to approve resolution numbers 23-05-77, 23-05-78, 23-05-79, 23-05-80, 23-05-81, 23-05-82, 23-05-83 23-05-84, 23-05-85, 23-05-86 and 23-05-87

NEW BUSINESS AND SUPERINTENDENT'S RECOMMENDATIONS

23-05-77 Adoption of the substitute list addendum for the 2022-2023 school year. (Attachment A)

23-05-78 Approve the Educational Service Center of Medina County substitute list for the 2022-2023 school year. (Attachment B)

23-05-79 Approve the following classified staff members for the 2022-2023 school year:

1. Dusty Carbajal, RN, estimated 1368 hours (estimated 203 days, 7 hours per day) at a pay rate of \$24.00 per hour, prorated to 28 hours (estimated 4 days, 7 hours per day) effective May 19, 2023.
2. Brandy Hollis, Behavior Technician, estimated 540 hours (estimated 180 days, 3 hours per day) at a pay rate of \$25.00 per hour, prorated to 45 hours (estimated 15 days, 3 hours per day), at a pay rate of \$25.00 per hour, effective May 4, 2023.
3. Tanya Santana, RN, estimated 1239 hours (estimated 180 days, 7 hours per day) at a pay rate of \$24.00 per hour, prorated to 126 hours (estimated 18 days, 7 hours per day) effective May 9, 2023.

23-05-80 Employ the following certified staff members for the 2022-2023 school year:

1. Dixie Casal, Teacher, reapprove for continued employment (same terms) effective May 20, through June 5, 2023.
2. Jennifer Potter, Teacher, reapprove for continued employment (same terms) effective May 20, through June 5, 2023.
3. Lauren Riggi, Teacher, reapprove for continued employment (same terms) effective May 20, through June 5, 2023.
4. Kelsi Schossler, Behavior Specialist, 1474 hours (184 days, 8 hours per day), at a pay rate of \$55,000.00 per year, prorated to 120 hours (15 days, 8 hours per day), at a pay rate of \$4,483.65 year, effective May 8, 2023.
5. Morgan Will, Teacher, reapprove for continued employment (same terms) effective May 20, through June 5, 2023.

- 23-05-81** Employ the following certified staff members for the 2023-2024 school year:
1. Holly Phillips, Special Education Coordinator, 2080 hours (260 days, 8 hours per day) at a pay rate of \$75,000.00 per year, effective August 1, 2023.
 2. Barbie Ferrell, Director of Nursing, 1720 hours (215 days, 8 hours per day) at a pay rate of \$60,000.00 effective August 1, 2023 through July 31, 2025.

23-05-81 A Motion by Mr. Consiglio and seconded by Mr. Ravanelli to employ Janice Kollar, Gifted Coordinator/Gifted Intervention Specialist, 1640 hours (205 days, 8 hours per day) at a pay rate of \$72,500.00, effective August 1, 2023.

VOTE: Mr. Consiglio yes; Mr. Ravanelli, yes; Mr. Matson, yes; Mrs. Wegleweski, yes.

23-05-82 Approve the following supplemental contracts from June 1 to August 1, 2023.

Summer Enrichment Program

1. Laura Anderson, Intervention Specialist, estimated 130 hours, at a pay rate of \$31.00 per hour.
2. Christina Baker, Behavior Specialist, estimated 240 hours, at a pay rate of \$38.00 per hour.
3. Korrie Czerwony, Behavior Technician, estimated 120 hours, at a pay rate of \$26.00 per hour.
4. Amanda Davis, Intervention Specialist, estimated 130 hours, at a pay rate of \$31.00 per hour.
5. Meghan Gulden, Intervention Specialist, estimated 130 hours, at a pay rate of \$31.00 per hour.
6. Brandy Hollis, Behavior Technician, estimated 120 hours, at a pay rate of \$26.00 per hour.
7. Danielle Koval, Intervention Specialist, estimated 130 hours, at a pay rate of \$31.00 per hour.
8. Holly Phillips, Behavior Specialist, estimated 240 hours, at a pay rate of \$38.00 per hour.
9. Kelsi Schossler, Behavior Specialist, estimated 120 hours, at a pay rate of \$35.00 per hour.
10. Barbie Ferrell, Communicable Disease Nurse, up to 120 hours, at a pay rate of \$34.88 per hour effective June 9 through July 31, 2023.

23-05-83 Approve the following supplemental contracts pending required credentials from June 1 to August 1, 2023.

1. Chelcey Booker, Behavior Technician, estimated 120 hours at a pay rate of \$26.00 per hour.
2. Alyssa Ewers, Paraprofessional, estimated 120 hours at a pay rate of \$19.00 per hour.
3. Breanna Krauss, Paraprofessional, estimated 120 hours at a pay rate of \$19.00 per hour.
4. Kelly Krauss, Paraprofessional, estimated 120 hours at a pay rate of \$19.00 per hour.
5. Kali Madar, Behavior Technician, estimated 120 hours at a pay rate of \$26.00 per hour.
6. Brianna Martinez, Behavior Technician, estimated 120 hours, at a pay rate of \$26.00 per hour.
7. Molly McDaniel, Speech Language Pathologist, estimated 130 hours, at a pay rate of \$35.00 per hour.
8. Andrew Norton, Paraprofessional, estimated 120 hours at a pay rate of \$19.00 per hour.
9. Ellie Radabaugh, Paraprofessional, estimated 120 hours at a pay rate of \$19.00 per hour.
10. Laura Rohrbaugh, Paraprofessional, estimated 120 hours at a pay rate of \$19.00 per hour.
11. Stephanie Sanders, Behavior Specialist, estimated 120 hours at a pay rate of \$35.00 per hour.
12. Chelsey Szabo, Paraprofessional, estimated 120 hours at a pay rate of \$19.00 per hour.
13. Amy Sullivan, Paraprofessional, estimated 120 hours at a pay rate of \$19.00 per hour.
14. Emilee Waite, Paraprofessional, estimated 120 hours at a pay rate of \$19.00 per hour.
15. Sharon Walter, Paraprofessional, estimated 120 hours at a pay rate of \$19.00 per hour.
16. Elizabeth Weidman, Paraprofessional, estimated 120 hours at a pay rate of \$19.00 per hour.

23-05-84 Approve the following changes for the 2023-2024 school year.

1. Sarah Germano, from a Substitute RN to an RN, estimated 1092 hours (estimated 180 days, 6 hours per day) at a pay rate of \$24.00 per hour effective August 1, 2023.

2. Meghan Mollohan, Behavior Technician, 1380 hours (estimated 184 days, 7.5 hours per day), at a pay rate of \$45,000.00 per year effective August 1, 2023.

23-05-85 Approve the following stipends for the 2022-2023 school year.

1. Sara Kinney, Educational Aide, State Competitions for \$349.10.
2. Sara Kinney, Educational Aide, State Completions for \$471.75.
3. Lori Powers, RN, DC Trip for \$957.00.

23-05-86 Approve the following changes for the 2022-2023 school year.

1. Shawnelle Dunnings, change role from a Health Aide to a Substitute Health Aide, effective May 26, 2023.
2. Melissa Snow, change role from an RN to a Substitute RN, effective May 26, 2023.
3. Christopher Upson, Educational Aide, pay rate of \$20.00 effective April 18, 2023.

23-05-87 Approve the following resignations for the 2022-2023 school year:

1. Roberta Browning, Substitute ASL Interpreter, effective June 1, 2023.
2. Dixie Casal, Gifted Intervention Specialist, effective June 5, 2023.
3. Joshua Evan, System Manager, effective June 16, 2023.
4. Theresa Farello, School Counselor, effective May 31, 2023.
5. Lori Hogue, Director of Nursing Services, effective June 14, 2023.
6. Jessica Hunkler, Behavior Specialist, effective June 8, 2023.
7. Heather Kaptein, Behavior Specialist, effective May 30, 2023.
8. Kelly Lockhart, School Psychologist, effective June 7, 2023.
9. Samantha Luyster, Mental Health Liaison, effective May 5, 2023.
10. Lisa McCartin, Substitute RN, effective May 25, 2023.
11. Sue McWilliams, Substitute ASL Interpreter, effective May 7, 2023.
12. Alyssa Nadji, Substitute RN, effective June 1, 2023.
13. Shannon Pardue, RN, effective May 18, 2023.
14. Angela Rudolph, Substitute RN, effective May 26, 2023.
15. Krista Shaw, Paraprofessional/Van Driver, effective May 26, 2023.
16. Bridget Wood, RN, effective May 26, 2023.

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

ACTION ITEMS

23-05-88 Motion by Mr. Matson and seconded by Mr. Ravanelli to approve the personnel contracts as provided for the 2023-2024 school year. (Attachment C)

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

23-05-89 Motion by Mr. Consiglio and seconded by Mr. Matson to approve the salary recommendations for the fiscal year 2023-2024. (Attachment D)

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

23-25-90 Motion by Mr. Consiglio and seconded by Mr. Ravanelli to approve the 2023-2024 school year calendar for the ESC office. (Attachment E)

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

23-05-91 Motion by Mr. Consiglio and seconded by Mr. Matson to implement a Reduction in Force of Certified Employees

WHEREAS, pursuant to Revised Code Chapter 3319.17, the Board is authorized to implement a reduction in force for contracting for services outside the ESC; and

WHEREAS, the Superintendent has submitted recommendations with respect to employee contract suspensions attached hereto Exhibit A because of no longer providing Virtual Academy Services for all schools and Long-Term Substitute Position for Black River; and

WHEREAS, the Board wishes to implement a reasonable reduction in force in the classification of teachers due to the end of the Virtual Academy School Services and the Long-Term Substitute Position for Black River.

NOW, THEREFORE, BE IT RESOLVED, the Board accepts the Superintendent's recommendations, approves the same and directs that the following teachers shall be laid off and have their employment contracts suspended effective July 31, 2023:

Eric Allen (Virtual Academy)
Jennifer Potter (Virtual Academy)
Tiffanie Pyles (Virtual Academy)
Laurie Wikle (Virtual Academy)
Mary Webb (Virtual Academy)
Nathan Martin (Long-Term Substitute – Black River)

BE IT FUTHER RESOLVED that the Treasurer is directed to provide notification of this action to the affected employees.

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

23-05-92 Motion by Mr. Matson and seconded by Mr. Ravanelli to approve the purchase and distribution of gift cards for the 2023 Visual Art Festival as provided.

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

23-05-93 Motion by Mr. Matson, and seconded by Mr. Consiglio to approve the Lease Agreement between the Medina County Board of Developmental Disabilities and the ESC of Medina County for six weeks, commencing on June 20, 2023 and ending on July 27, 2023. (Attachment F)

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

23-05-94 Motion by Mrs. Weglewski and seconded by Mr. Consiglio to accept the following donations:

| | | |
|---------------------|----------------------|---------|
| Brenda Zacharias | Visual Arts Festival | \$50.00 |
| Village Clip Shoppe | Visual Arts Festival | \$50.00 |

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

23-05-95 Motion by Mr. Consiglio and seconded by Mr. Matson to approve the following 2022-2023 Service Agreements (ORC 3318.843 and 3313.845) (Attachment G, H)

- | | |
|-------------------|--------------------------|
| 1. Brunswick City | ESY Nursing |
| 2. Brunswick City | Vocational Support Coach |

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

23-05-96 Motion by Mr. Matson and seconded by Mr. Ravanelli to approve the following 2023-2024 Service Agreements (ORC 3318.843 and 3313.845) (Attachments I-S)

- | | |
|---------------------------------|-----------------------------|
| 1. Cloverleaf Local Schools | Master Service Agreement |
| 2. Wadsworth City Schools | Master Service Agreement |
| 3. Nordon Hills | Behavioral Services |
| 4. Stow-Monroe Falls | Behavioral Services |
| 5. MCJDC | Courier |
| 6. MCBDD | Nursing Services |
| 7. Twinsburg City | Nursing Services |
| 8. Mogadore Local | Nursing Services |
| 9. Mayfield City | Behavioral Services |
| 10. Crestwood Local | Behavioral Services |
| 11. Wellington Exempted Village | Behavioral and ELL Services |

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

23-05-97 Motion by Mr. Consiglio and seconded by Mr. Matson to approve the then and now payment to the Ohio History Connection dated 10/11/2022 for \$50.00 (Attachment T)

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

23-05-98 Motion by Mr. Matson and seconded by Mr. Consiglio to approve the Rental Agreement for Unit 517 with Allison Carole Properties for \$130.00 per month. (Attachment U)

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

23-05-99 Motion by Mr. Matson and seconded by Mr. Consiglio to approve the Service Agreement with NEONET for VOIP services totaling \$19,990.31. (Attachment V)

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

23-05-100 Motion by Mr. Matson and seconded by Mr. Consiglio to approve the Service Agreement with Strategic Solutions for HR onboarding, Form Campaign and eSignatures at a cost of \$4,500.00 per year. (Attachment W)

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

23-05-101 Motion by Mr. Matson and seconded by Mr. Ravanelli to approve the waiver agreement with Molly O'Connor totaling \$1,187.00. (Attachment X)

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

EXECUTIVE SESSION

Motion by Mr. Matson and seconded by Mr. Consiglio to move into Executive Session at 6:48 p.m. for the purpose of:

Considering the employment of a public employee or official.

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

President Weglewski declared the Board out of executive session at 7:08 p.m.

Motion by Mr. Matson seconded by Mr. Ravanelli to adjourn the meeting at 7:09 p.m.

Minutes Approved:

Regular Meeting

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

Attachment A

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

Substitute/Tutor Listing - All Districts

Both

Sharon McFadden

Change Notes:

| | | | | | | |
|-------------------------------|--------------------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| Black River | Buckeye | Cloverleaf | Highland | Medina City | MCCC | Wadsworth City |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| License Area | | Subject Area | | | Grade | Expires |
| 1 Year Substitute Multi-Age P | | General Substitute | | | PK-12 | 6/30/2023 |

| Department | Name | Title | Hourly Rate | Effective Date | Comments | Board Date |
|------------------|---------------------|----------------------------|-------------|----------------|----------|------------|
| Nursing | Bartuccio, Melissa | LPN Substitute | \$21.00 | 5/10/2023 | | 5/22/2023 |
| Nursing | Carbajal, Dustin | RN Substitute | \$22.00 | 5/18/2023 | | 5/22/2023 |
| Nursing | Carbajal, Dustin | RN Substitute - Berea | \$24.00 | 5/18/2023 | | 5/22/2023 |
| Nursing | Carbajal, Dustin | RN 1:1 Substitute | \$30.00 | 5/18/2023 | | 5/22/2023 |
| Nursing | Dunlap, Sara | RN Substitute | \$23.00 | 5/10/2023 | | 5/22/2023 |
| Nursing | Dunnings, Shawnelle | Health Aide Substitute | \$14.50 | 5/26/2023 | | 5/22/2023 |
| Nursing | Malinak, Carrie | RN Substitute | \$22.00 | 6/12/2023 | | 5/22/2023 |
| Nursing | Miu, Erin | LPN Substitute | \$21.00 | 6/12/2023 | | 5/22/2023 |
| Nursing | Schaefer, Tracy | RN Substitute | \$23.00 | 4/3/2023 | | 5/22/2023 |
| Nursing | Schaefer, Tracy | RN Substitute - Berea | \$24.00 | 4/3/2023 | | 5/22/2023 |
| Nursing | Schaefer, Tracy | 1:1 RN Substitute | \$30.00 | 4/3/2023 | | 5/22/2023 |
| Nursing | Snow, Melissa | RN Substitute | \$23.00 | 5/26/2023 | | 5/22/2023 |
| Nursing | Strikic, Adriana | Health Aide Substitute | \$16.50 | 6/12/2023 | | 5/22/2023 |
| Nursing | Tyler, Shalise | Health Aide Substitute | \$16.50 | 5/10/2023 | | 5/22/2023 |
| Student Services | Wilbraham, Jessica | ASL Interpreter Substitute | \$25.00 | 2/1/2023 | | 5/22/2023 |

ESC of Medina County
2023-24 Salary Recommendations
Robert Hlasko, Superintendent

| GROUP | NAME | POSITION | CURRENT SALARY/RATE | % RAISE | 2023-2024 SALARY/RATE | EST DAYS | EST HOURS |
|------------|--------------------|---------------------|------------------------|------------|--------------------------|-------------|-----------|
| Gifted | Will, Morgan | Teacher | \$37,080.00 | 3% | \$38,192.40 | 182 | 7.5 |
| MCCC | Upson, Christopher | Educational Aide | \$20.00 | 3.25% | \$20.65 | 181 | 6 |
| MCA | Cottage, Melissa | LPN | \$15.76 | 4% | \$16.39 | 183 | 7.5 |
| Nursing | Duvall, Brittany | LPN | \$18.00 | \$1.50 | \$19.50 | | 5.5 |
| Nursing | Duvall, Brittany | Berea LPN | \$21.00 | \$1.50 | \$22.50 | | 7 |
| Nursing | Germano, Sarah | RN | \$22.50 | \$1.50 | \$24.00 | | |
| Nursing | Malinak, Carrie | Non Mogadore RN | \$22.00 | 3% | \$22.66 | | |
| Nursing | Nowak, Jarin | LPN | \$18.00 | \$1.50 | \$19.50 | | 6 |
| MCA | Powers, Lori | RN | \$22.00 | 4% | \$22.88 | | 7 |
| Nursing | Sebille, Kristen | LPN | \$19.00 | \$1.50 | \$20.50 | | 6 |
| Special Ed | Sanders, Stephanie | Behavior Specialist | \$55,000.00 | 3% | \$56,650.00 | 190 | 8 |
| RISE | Wester, Amy | Family Liaison | \$60,000.00 | 3% | \$61,800.00 | 184 | 8 |
| Highland | Gregory Holloway | Technician | \$19.00 | 3% | \$19.57 | | 262 |
| Highland | Christopher Maher | Technician | \$19.77 | 3% | \$20.36 | | 262 |
| Highland | Farello, Theresa | School Counselor | No change - 60.72 | NA | \$60.72 | As needed | |
| Highland | Daniel Simpson | ELL Teacher | \$65,000.00 | 3% | \$66,950.00 | | 184 |
| Special Ed | Brandy Hollis | Behavior Technician | \$25.00 | NA | \$25.00 | 180 | 3 |
| Nursing | Tanya Santana | RN | \$24.00 | NA | \$24.00 | 180 | 7 |
| Special Ed | Kelsi Schossler | Behavior Specialist | \$55,000.00 | NA | \$55,000.00 | 184 | 8 |

Attachment C

ESC of Medina County
Superintendent Contract Recommendations
FY2024

Attachment D

| Group | Name | Position | Contract Recommendation |
|--------------------|--------------------|---|-------------------------|
| Administrative | Highsmith, Alecia | Nursing Coordinator | 2 |
| | Johnson, April | Transportation Services Supervisor | 3 |
| | Krauss, Rachel | Director of Student Services | 3 |
| | Magier, Thomas | Alt School Director | 1 |
| | Sullivan, James | Pre-Service Bus Driver Instructor | 2 |
| | Valerio, Denise | Technology Director-Part Time | 1 |
| | Yonker, Jacinda | Director of Professional Learning, Gifted, and Community Partners | 2 |
| Alternative School | Buhoveckey, Judy | Alt School Instructor | 1 |
| | Cox, Gary | Alt School Instructor/Grader | 1 |
| | Eleo, Michael | Alt School Instructor | 1 |
| | Lobuglio, Mary | VLA Course Grader | 1 |
| | Loomis, Jacquelyn | Alt School Instructor | 1 |
| | Magier, Brenda | Alt School Grader | 1 |
| | Magier, Thomas | VLA Course Grader | 1 |
| | Rogers, Bradway | Alt School Instructor | 1 |
| | Sooy, Keith | VLA Course Grader | 1 |
| | Sooy, Keith | Alt School Instructor | 1 |
| | Warmbrodt, Fred | Alternative School Teacher | 1 |
| | Weddle, Judith | VLA Course Grader | 1 |
| | Johnsen, Tiffany | Treasurer's Assistant/Payroll | 2 |
| | West, Lisa | Transportation Secretary | 2 |
| Central Office | Zacharias, Brenda | Secretary-As Needed | 1 |
| | Zacharias, Keturah | Secretary-As Needed | 1 |
| Fine Arts | Haberkorn, Pamela | Fair Honors Ensembles | 1 |

| | | | |
|--------|-------------------------|---|------------|
| | Haberkorn, Pamela | Solo & Ensemble Assistant Coordinator | 1 |
| | King, Gregory | Solo & Ensemble Coordinator | 1 |
| | McClintock, Michael | Fair Honors Ensembles Coordinator | 1 |
| | Wise, Patricia | Medina Hospital Art Project Coordinator | 1 |
| | Wise, Patricia | Visual Arts Festival Coordinator | 1 |
| | | | |
| Gifted | Fechko-Sheehan, Justine | Gifted Intervention Specialist | Continuing |
| | Schlegel, Rebecca | Gifted Intervention Specialist | 1 |
| | Silla, Jamie | School Librarian | 1 |
| | Will, Morgan | Teacher | 1 |
| | Williams, Becky | Gifted Coordinator | 1 |
| | Evans, Katharine | Virtual Academy Teacher | 1 |
| | | | |
| MCCC | Banks, Heather | Educational Aide - MCCC | 2 |
| | Baran, George | Study Hall Aide-MCCC | 2 |
| | Barrett, Kelly | Educational Aide - MCCC | 2 |
| | Forney, Rick | MCCC Testing Coordinator | 1 |
| | Gaines, Jennifer | Student Tutor-MCCC | 1 |
| | Kinney, Sara | Aide-MCCC | 2 |
| | Klebs, Gina | Tutor | 1 |
| | Malkus, Katie | Student Tutor-MCCC | 2 |
| | Milewski, Rebecca | Educational Aide - MCCC | 2 |
| | Moxley, Mary K | Testing Support-MCCC | 1 |
| | Patek, Kristine | Student Tutor-MCCC | 2 |
| | Podolak, Christina | Educational Aide - MCCC | 2 |
| | Scerca, Michelle | Educational Aide | 2 |
| | Stout, Holly | Educational Aide - MCCC | 2 |
| | Sullivan, Amy | Educational Aide/Van Driver | 2 |
| | Toney, Kari | Educational Aide - MCCC | 2 |
| | Upson, Christopher | Educational Aide - MCCC | 2 |
| | West, Sarah | Educational Aide - MCCC | 2 |

| | | | |
|----------------|-----------------------|--|---|
| MISC Contracts | White, Samantha | Educational Aide | 2 |
| | Farello, Theresa | School Counselor | 1 |
| | Gerspacher, Denise | College & Career Fair | 1 |
| | Moxley, Mary K | ParaPro Testing | 1 |
| | Moxley, Mary K | Special Projects Consultant | 1 |
| | Tomashefski, Kimberly | Online Ed2Go Grading | 1 |
| OSTS | Gerspacher, Denise | Sub Teacher Trainer/OSTS Sub Orientation Trainer | 1 |
| | Melvin, Mary Anne | Sub Teacher Trainer/OSTS Sub Orientation Trainer | 1 |
| | Moxley, Mary K | Sub Teacher Trainer/OSTS Sub Orientation Trainer | 1 |
| | Tomashefski, Kimberly | Sub Teacher Trainer/OSTS Sub Orientation Trainer | 1 |
| Nursing | Algje, Samantha | RN | 2 |
| | Bartuccio, Melissa | LPN | 2 |
| | Dunlap, Sara | RN | 2 |
| | Duvall, Brittany | LPN | 2 |
| | Evans, Candy | RN | 2 |
| | Watson, Kathleen | RN 1:1 | 2 |
| | Germano, Sarah | RN | 2 |
| | High, Nicole | Health Aide | 2 |
| | Malinak, Carrie | RN | 2 |
| | Carbajal, Dusty | RN | 1 |
| | Miu, Erin | LPN | 2 |
| | Nowak, Jarin | LPN | 2 |
| | Osiecki, Angela | RN | 1 |
| | Piovarchy, Tara | RN | 2 |
| | Powers, Lori | RN | 2 |
| | Price, Linda | LPN | 2 |
| | Sebille, Kristen | LPN | 2 |
| | Strikic, Adriana | Health Aide | 2 |

| | | |
|-------------------|-------------|---|
| Tyler, Shalise | Health Aide | 2 |
| Venere, Christine | LPN | 2 |
| Walker, Nicole | LPN | 2 |
| Wood, Bridget | RN | 2 |

Student Services

| | | |
|---------------------|------------------------------------|---|
| Askea, Emily | Transition Specialist | 2 |
| Booker, Chelcey | Behavior Technician | 2 |
| Czerwony, Korrie | Behavior Technician | 2 |
| Davis, Amanda | Intervention Specialist | 1 |
| Dean, Kayla | Transition to Work Specialist | 1 |
| DeLuca, Jennifer | Educational Aide | 2 |
| Girardi, Jennifer | Behavior Technician | 2 |
| Herman, Tiffany | Educational Aide | 2 |
| Hibinger, Lindsay | Behavior Specialist | 1 |
| Hollis, Brandy | Behavior Technician | 1 |
| Mendel, Cheryl | Parent Mentor | 2 |
| O'Connor, Katherine | Behavior Specialist | 1 |
| Ohlemacher, Renee | School Based Mental Health Liaison | 2 |
| Peters, Hollie | Educational Aide | 2 |
| Ricciuti, Melissa | Behavior Technician | 2 |
| Riggi, Lauren | Sub Intervention Specialist | 1 |
| Sanders, Stephanie | Behavior Specialist | 1 |
| Schossler, Kelsi | Behavior Specialist | 1 |
| Secaur, Tracy | Behavior Specialist | 1 |
| Shevel, Cynthia | Reading Specialist | 1 |
| Simpson, Daniel | ELL Teacher | 1 |
| Stringer, Kamie | Behavior Specialist | 1 |
| Symons, Patricia | Mental Health Liaison | 1 |
| Theberge, Brittany | BCBA/Behavior Specialist | 2 |
| Valerio, Cassandra | Behavior Technician | 1 |
| Vestal, Amanda | Behavior Specialist | 1 |

| | | | |
|----------------|--------------------|--------------------------------|---|
| | Waite, Emilee | Educational Aide | 2 |
| | Walker, Michael | Teacher | 1 |
| | Wester, Amy | Student/Fam Support Specialist | 1 |
| | Wilbraham, Jessica | Teacher of the Deaf | 1 |
| | Woodring, Jennifer | Vocational Support Coach | 2 |
| Technology | Maher, Christopher | Technician-Highland | 2 |
| Transportation | Jacoby, Dennette | Van Driver | 2 |
| | Mowery, Kathy | Van Aide | 2 |
| | Robertson, Charles | Van Driver | 2 |
| | Rogers, Bradway | Van Driver | 2 |
| | Wheeler, Jeanne | Van Driver & Van Aide | 2 |

**ESC OF MEDINA COUNTY
CENTRAL OFFICE STAFF CALENDAR
2023-2024**

Attachment E

The Central Office Staff will follow the calendar adopted by the Educational Service Center of Medina County Governing Board.

The Central Office will be closed for all personnel on the following dates during the 2023-2024 school year.

| | |
|------------------|---|
| September 4 | - Labor Day |
| November 22 | - Office to close at noon |
| November 23 - 24 | - Thanksgiving Break |
| December 22-27 | - Christmas Break |
| January 1-3 | - New Year's Day Break |
| January 15 | - Martin Luther King Day |
| February 19 | - Presidents' Day |
| March 29 | - Office to close at noon (Good Friday) |
| May 27 | - Memorial Day |
| June 19 | -Juneteenth |
| July 4 | - Independence Day |

All twelve-month full-time staff assigned to the central office will be granted two additional days off work. These days are to be used between the start of the winter holiday break in December and the end of the New Year's break unless alternate arrangements are made by the Department Director with the approval of the Superintendent. Such alternate arrangements are to be made only to meet workload demands in the department. The additional days off cannot be "cashed out" or used outside of the prescribed time frame except in accordance with the guidelines stated herein.

ESC employees will work ½ of their contracted daily hours on November 22 and March 29.

ESC Office hours will be as follows: 7:30 a.m. to 4:00 p.m. – Monday through Friday except holidays and vacations.

All personnel are to work out their individual working hours with the ESC Superintendent. All work days are eight (8) hours excluding a lunch break.

Full-time staff who are designated as "district assigned" will follow the calendar of the district to which they are assigned.

Adopted by the ESC of
Medina County Governing Board



April 27, 2023

Robert Hlasko
Medina County ESC
124 W. Washington St.
Medina, OH 44256

RE: 2023 **REVISED** Lease Agreement

Dear Mr. Hlasko,

Enclosed please find the 2023 REVISED Lease Agreement between the Educational Services Center of Medina County and the Medina County Board of Developmental Disabilities. This Lease will be in effect for a six-week period, June 20, 2023 through July 27, 2023.

Feel free to contact me at shannonl@mcbdd.org or at 330-725-7751 ext. 226 if you have any questions or concerns.

Respectfully,

Shannon Lees

Shannon Lees
Executive Administrator

Enclosures

LEASE

This Lease (herein called "Lease") is made and entered into between the Medina County Board of Developmental Disabilities, an Ohio Public Agency ("Lessor"), and Educational Service Center of Medina County (ESCMC) ("Lessee").

In consideration of the mutual covenants and Leases set forth in this Lease, and other good and valuable consideration, Lessor leases to Lessee, and Lessee leases from Lessor subject to the terms hereof, the real property identified as Windfall School Rooms 104, 105, 107, 108, 110, 111, 113, and 116 situated at 4691 Windfall Road, Medina, Ohio 44256 as well as gymnasium and playground usage during program hours, typically 9:00am-1:00pm, Monday through Thursday. The use of the gymnasium will be limited during the week that Safety Town is scheduled (June 19-23, 2023). The building will not be open and available for programming on Tuesday, July 4th. This real property is referred to in this Lease as the "Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.01. The term of this Lease shall be for Six (6) weeks, commencing on June 20, 2023 and ending on July 27, 2023, unless terminated sooner as provided in this Lease. Either party may terminate this Lease for any reason upon 45 days advance written notice to the other party.

Option to Extend Term

1.02. There is no option to extend this lease. Should additional time be needed, a new lease will be developed.

Holdover

1.03. If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease or any extension of that term, other than is provided in Section 1.02, Lessee will be deemed to be occupying the Leased Premises on the basis of a month-to-month tenancy, subject to all of the terms and conditions of this Lease.

Recording

1.04. A short form of this Lease, as furnished by Lessor, shall be executed for recording at the same time this Lease is executed. The parties agree that no lease for the Leased Premises except the short form will be recorded.

ARTICLE 2. RENT

Fixed Rent

2.01. Lessee shall pay \$4,226.00 per program period (6/20/2023-7/27/2023), due the 1st of June 2023. This is for 21 days of program space, due to July 4th being a holiday and the building is closed. ESC will also not be utilizing the space on July 3rd.

Taxes and Assessments

2.02. Lessor shall pay the full amount of all real property taxes, special assessments, and governmental charges of every character imposed on the Leased Premises during the term of this Lease, including any special assessments imposed on, or against the Leased Premises for the construction or improvement of public works.

ARTICLE 3. USE OF LEASED PREMISES

Description of Leased Premises

3.01. Lessee shall occupy approximately 4834 square feet plus usage of the gymnasium and playground during program hours of the Leased Premises **Condition of Leased Premises.**

3.02. Lessee warrants and represents that it is familiar with the Leased Premises and accepts it "as is" and "with all faults." Lessor disclaim any implied or express warranty regarding the Leased Premises' condition or fitness for purpose. This Lease does not obligate Lessor to make any repairs to or modifications of the Leased Premises for purposes of Lessee's occupancy, except as otherwise provided by this Lease.

Permitted Use

3.03. Lessee shall use the Leased Premises for the purpose of providing services to individuals with developmental disabilities, including, but not limited to, services provided to students with disabilities, per their IEP. Lessee may not use the Leased Premises for any other purpose without the written consent of Lessor.

Waste, Nuisance, or Illegal Uses

3.04. Lessee shall not use, or permit the use of, the Leased Premises in any manner that may result or results in waste of the Leased Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the Leased Premises or for any illegal purpose. Lessee shall not use the Leased Premises for any purpose that is inconsistent with its status as a tax-exempt

entity or the Leased Premises' exemption from real property taxes. Lessee shall at all times maintain the Leased Premises in an aesthetically acceptable condition as determined by Lessor in its sole discretion.

Lessee shall not allow any smoking on the Leased Premises.

Quiet Enjoyment

3.05 Lessor shall provide Lessee with quiet enjoyment of the Leased Premises so long as Lessee complies with all terms and conditions of this Lease.

ARTICLE 4. REPAIRS AND MAINTENANCE

Repairs and Maintenance by Lessee

4.01. Lessee shall, throughout the term of this Lease and any extensions of that term, at its own expense and risk, maintain the Leased Premises in good order, condition, and repair and in a clean, sanitary and safe condition in accordance with the laws of the State of Ohio and all directions, rules, and regulations of the Ohio Department of Developmental Disabilities. Lessee shall make timely notification of Lessor of all repairs and replacements necessary to keep the Leased Premises and improvements in such good order and condition. All maintenance, repairs and replacements required by this Section will be performed promptly when required and in a manner that will not cause depreciation in the value of the Leased Premises as determined by Lessor in its discretion. Lessor reserves the right to select the vendor. Lessor is responsible for trash collection, routine custodial services and rest room supplies

ARTICLE 5. UTILITIES AND GARBAGE REMOVAL

Utility Charges

5.01. Lessor shall pay all utility charges for water/sewer, garbage removal, electricity, and gas used in and about the leased premises.

Lawn Care

5.02. Lessor is responsible for and shall bear the entire expense of lawn care.

Snow Removal

5.03. Lessor is responsible for and shall bear the entire expense of any snow removal from the parking lot, sidewalks, and any other area on the Leased Premises.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.01. Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Lessor.

Property of Lessor

6.02. All alterations, additions, or improvements made by Lessee shall become the property of the Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions and improvements installed or made by Lessee, and any other property placed on the Leased Premises by Lessee, on termination of the Lease. If Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Leased Premises caused by such removal. All of Lessor's personal property located within or at the Leased Premises at the beginning of this lease or subsequently placed within or at the Leased Premises, shall remain Lessor's property and may be removed from the Leased Premises at Lessor's sole discretion with sixty (60) days advance notice to Lessee, which notice Lessee may waive. Such property shall include, but not be limited to, desks, chairs, radios and file cabinets.

Compliance with law

6.03. Any alterations, additions, or improvements to the Leased Premises must be made in a good and workmanlike manner and must comply with all applicable zoning and building laws.

ARTICLE 7. TRADE FIXTURES AND SIGNS

Trade Fixtures

7.01. Lessee may erect or install shelves, bins, machinery, equipment, or other trade fixtures in, on, or about the Leased Premises, provided Lessee complies with all laws, ordinances, rules or other regulations regarding such fixtures. Lessee may remove all trade fixtures at the termination of this Lease, provided Lessee is not in default under the Lease and the fixtures can be removed without structural damage to the Leased Premises. Lessee shall repair any damage to the Leased Premises caused by removal of trade fixtures, and all such repairs shall be completed prior to the termination of the Lease. All trade fixtures not removed by Lessee at the termination of this Lease shall be deemed abandoned by the Lessee. Lessor may, at its option, keep all abandoned trade fixtures or require Lessee to reimburse it for all costs and expenses it reasonably incurs to remove abandoned trade fixtures from the Leased Premises.

ARTICLE 8. MECHANIC'S LIENS

8.01. Lessee shall not permit any mechanic's lien or liens to be placed on the Leased Premises or improvements on the Leased Premises. If a mechanic's lien is filed on the Leased Premises or on improvements on the Leased Premises, Lessee shall promptly take all steps required to secure the lien's release. If default in payment of the lien continues for thirty (30) calendar days after Lessor's written notice to Lessee, Lessor may, at its option, pay the obligation or any portion of the obligation secured by the lien without inquiry as to the lien's validity. Lessee shall reimburse Lessor for all payments it makes and expenses it incurs, including its reasonable attorney's fees and interest on any such sum at the highest legal rate from the date of payment until the date paid by Lessee to Lessor, to remove a lien filed against the Leased Premises for improvements made by Lessee upon written notice from Lessor.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.01. Lessee shall obtain and maintain a general liability insurance from an insurer authorized to sell insurance in Ohio and rated "aa" or better by A.M. Best that insures Lessee and Lessor from all claims or losses to person or property that directly or indirectly arise out of Lessee's use or occupancy of the Leased Premises. Lessor shall be included as an additional insured on the policy, which shall provide coverage of no less than \$1,000,000.00 per claim and \$3,000,000 per occurrence. Lessee shall provide Lessor a copy of the required insurance policy each year and shall not use the Leased Premises unless and until a conforming policy of insurance is in full force and effect.

ARTICLE 10. DAMAGE OR DESTRUCTION OF LEASED PREMISES

Notice to Lessor

10.01. If the Leased Premises, or any structures, fixtures or improvements on the Leased Premises, should be damaged or destroyed by fire, flood, theft or other casualty, Lessee shall give immediate written notice of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.02. If the building on the Leased Premises should be totally destroyed by fire, flood, or other casualty not the fault of Lessee or any person in or about the Leased Premises with the express or implied consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed as determined by Lessor, in its sole discretion, this Lease shall terminate.

Partial Destruction

10.03. If the building or other improvements on the Leased Premises should be damaged by fire, flood, or other casualty not the fault of Lessee or any person in or about the Leased Premises with the express or implied consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonably be completed within sixty (60) calendar days and at a cost not to exceed \$250,000.00 and provided there is no cost to the Lessor, this Lease shall not terminate except as provided in sections 10.03(a) and 10.03(b), below.

(a) If the partial destruction of the Leased Premises occurs prior to the final six (6) months of the Lease term, Lessor shall, proceed immediately to rebuild or repair the damaged buildings and improvements to substantially the condition in which they existed prior to such damage. If Lessor should fail to complete such rebuilding or repairs within sixty (60) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may terminate this Lease by written notification to Lessor. On such notification, all rights and obligations under this Lease shall cease.

(b) If partial destruction of the Leased Premises occurs in the final six (6) months of the Lease term, Lessor need not rebuild or repair the Leased Premises. If Lessor elects not to rebuild or repair the Leased Premises and the Leased Premises are untenable in whole or in part following such damage, Lessee may elect to terminate the Lease or to continue the Lease for the remainder of the Lease period.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.01. If during the term of this Lease or any extension or renewal of it, all of the Leased Premises should be taken for any public or quasi-public use, by right of eminent domain or should be sold to the condemning authority under condemnation, this Lease shall terminate effective as of the date of the taking of the Leased Premises by the condemning authority.

Partial Condemnation

11.02. If less than all, but more than half, of the Leased Premises is taken for any public or quasi-public use, by right of eminent domain or should be sold to the condemning authority under condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) calendar days after possession of the condemned portion is taken.

If the Leased Premises are partially condemned and Lessee fails to exercise its option to terminate the Lease under this Section or if less than half of the Leased Premises is condemned, this Lease shall not terminate.

Condemnation Award

11.03. Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interests in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties.

ARTICLE 12. DEFAULT

Default by Lessee

12.01. If Lessee remains in default under any condition of this Lease for a period of three working days after written notice from Lessor, vacates the Leased Premises during the term of this Lease, makes an assignment for the benefit of creditors, or becomes insolvent, bankrupt, or subject to receivership, Lessor may at its option, without further notice to Lessee, terminate this Lease without prejudice to Lessor's right of action for arrears of rent or breach of contract, or, in the alternative, reenter, take possession of the Leased Premises and remove all persons and property therein without being deemed guilty of any manner of trespass.

After entry, Lessor may relet the Leased Premises, or any part of the Leased Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, Lessee shall pay the amount of such deficiency to Lessor plus all expenses reasonably incurred by Lessor to relet the Leased Premises.

Lessor's Lien

12.02. If Lessee defaults in the payment of rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien on all fixtures, chattels, or other property of any description belonging to Lessee that are placed in, or become a part of, the Leased Premises as security for rent due and to become due for the remainder of the current Lease term and any other sum due from Lessee to Lessor. This lien shall not be in lieu of, or in any way affect, the statutory lessor's liens given by law but shall be in addition to those liens, and Lessee grants to Lessor a security interest in all of Lessee's property placed in or on the Leased Premises for purposes of this contractual lien. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to Lessor. If Lessor exercises the option to terminate the Leasehold, reenter, and relet the Leased Premises as provided in Section 12.01, then Lessor, after giving reasonable notice to Lessee of the intent to take possession and giving an opportunity for a hearing on the matter, may take possession of all of Lessee's property on the Leased Premises and sell it at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after that any private sale is to be made, for cash or on credit, for such prices and terms as Lessor deems best, with or without having the property present at the sale. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any amounts due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

Default by Lessor

12.03. If Lessor defaults in the performance of any term, covenant, or condition required to be performed by it under this Lease, Lessee may elect to do either one of the following:

(a) After not less than ten (10) calendar days' notice to Lessor of the alleged breach and Lessor's failure to correct such breach within thirty (30) calendar days, Lessee may remedy such default by any reasonably necessary action. Lessor shall reimburse Lessee for all expenses Lessee reasonably incurred to correct the breach within thirty (30) calendar days after Lessee provides written demand therefor. Upon failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct these costs and expenses from any amount subsequently becoming due under this Lease.

(b) Lessee may terminate this Lease on giving at least thirty (30) calendar days' notice to Lessor of such intention. If Lessee elects this option, the Lease will be terminated on the date designated in Lessee's notice, unless Lessor has cured the default prior to expiration of the thirty (30) day period.

Cumulative Remedies

12.04. All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.05. A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. INSPECTION BY LESSOR

13.01. Lessee shall permit Lessor and Lessor's agents, representatives, and employees to enter into and on the Leased Premises at all reasonable times for the purpose of inspection or any other purpose necessary to protect Lessor's interest in the Leased Premises or to perform Lessor's duties under this Lease.

ARTICLE 14. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

14.01. Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the prior written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interests in this Lease or in the Leased Premises or the improvements on the Leased Premises without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated. If Lessor consents in writing to an assignment, sublease, or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee shall assume all of Lessee's obligations under this Lease, and Lessee shall remain jointly and severally liable with the assignee or sublessee for every obligation under the Lease.

Assignment by Lessor

14.02. Lessor may assign or transfer any or all of its interests under the terms of this Lease

ARTICLE 15. MISCELLANEOUS

Notices and Addresses

15.01. All notices required under this Lease must be given by certified mail, addressed to the proper party, at the following addresses:

Lessor:
Stacey Maleckar, Superintendent
Medina County Board of Developmental Disabilities
4691 Windfall Road
Medina, OH 44256

Lessee:

Robert Hlasko, Superintendent
Educational Service Center of Medina County
124 West Washington Street
Medina, OH 44256

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this Section.

Parties Bound

15.02. This Lease shall be binding on, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease.

Ohio Law to Apply

15.03. This Lease shall be construed under, and in accordance with, the law of the State of Ohio, and all obligations of the parties created by this Lease are performable in Medina County, Ohio.

Legal Construction

15.04. In case any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Lease, and this Lease shall be construed as if the invalid, illegal, or unenforceable provision had never been included in this Lease.

Prior Leases Superseded

15.05. This Lease constitutes the sole and only Lease of the parties to the Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

Amendment

15.06. No amendment, modification, or alteration of the terms of this Lease shall be binding upon the parties unless it is in writing, dated subsequent to the date of this Lease, and duly executed by the parties to this Lease.

Force Majeure

15.07. Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Time of Essence


15.08. Time is of the essence in this Lease.

Bankruptcy, dissolution, assignment for the benefit of creditors

15.09. This Lease, any interest therein, or any estate created thereby shall not pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

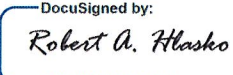
The undersigned Lessor and Lessee execute this Lease, consisting of eleven (11) pages, plus Appendix A, on _____, 2023 at Medina County, Ohio.

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

BY:  5/1/2023

2F5B708AD67349F...
Stacey Maleckar, Superintendent

EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY

BY:  5/2/2023

5BAE3028C47C431...
Robert Hlasko, Superintendent

LEASE APPENDIX A

Additional Lessee and Lessor responsibilities:

Lessor (MCBDD) shall:

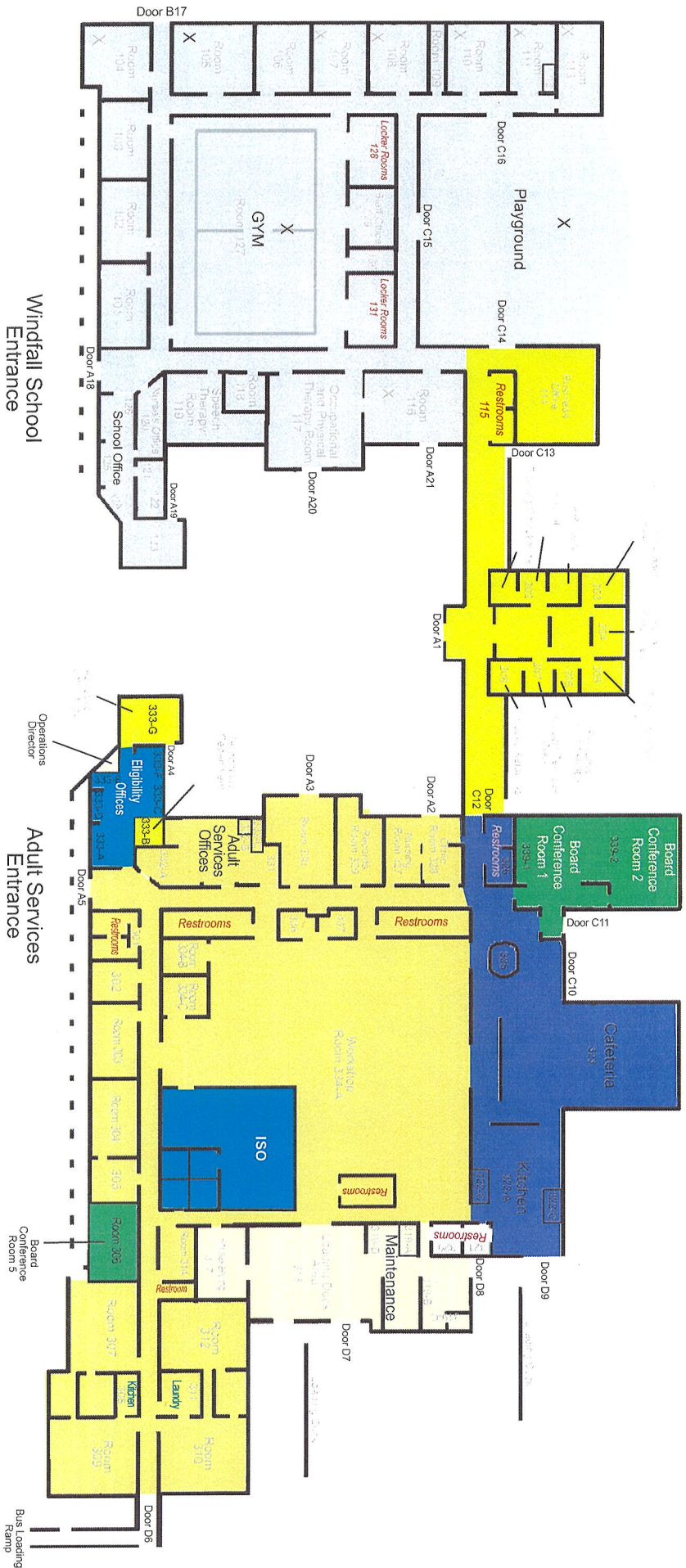
1. Provide adequate parking for ESCMC transportation vehicles and staff vehicles;
2. Provide the use of playground and ½ gymnasium, as available;
3. Provide a clean and safe area;
4. Provide public Wi-Fi for ESCMC to access;
5. Provide custodial services in the evenings;
6. Provide all chemicals for cleaning.
7. Provide all key fobs for access to the building.

Lessee (ESCMC) shall:

1. Provide Students ESY;
2. Provide hygiene materials for students;
3. Use MCBDD existing furniture including tables, chairs and storage;
4. Follow safety and security procedures and policies of MCBDD;
5. Provide open access to individuals, families and MCBDD to visit the site at Windfall School/Medina County Achievement Center (MCAC);
6. Provide ESCMC staff with identification badges in order to be identified while at MCAC;
7. Follow MCBDD emergency procedures and calamity day procedures;
8. Use only products approved by MCBDD Hazardous chemical communication procedure (including not limited to paints, glue, air freshener, nail polish).
9. Follow State and School guidelines regarding mask wearing and social distancing practices.
10. Only use the North Door labeled B17 to enter.
11. ESCMC staff shall not prop or wedge doors open at any time.
12. Provide a staff list to Facilities Activity Manager (Paula Majoros) for all staff that will need access to the building one week prior to the first day in order to assign key fobs for building access.
13. Return all key fobs at the end of the contracted date. A fee of \$5, per key fob not returned, will be charged on a final invoice.

Medina ESC Summer Program Space - 2023

X = 4834 Square Feet + Gym + Playground





SERVICE AGREEMENT
"ORC 3313,845 Contract"

Type

New



Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2023 (July 1, 2022 - June 30, 2023)

Between

The Educational Service Center of Medina County

and

Brunswick City School District

| | <u>Service to be performed</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-----|--------------------------------|--------------|-------------|--------------|
| Add | RN 1:1 | 73 | \$53.00 | \$3,869.00 |

Fiscal/Facility Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Brunswick City School District will be billed on a monthly basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus fiscal fee for the service specified in this agreement.

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

5/4/2023

E587581AC57D4A0

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

5/4/2023

5BAE3028C47C431

Superintendent

Date

For the Brunswick City School District

DocuSigned by:

Jason Nedermeyer

5/4/2023

05C0794D5E8E427

Superintendent

Date

Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type
☐

New

☒

Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2023 (July 1, 2022 - June 30, 2023)

Between

The Educational Service Center of Medina County

and

Brunswick City School District

| | <u>Service to be performed</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-----|---------------------------------------|---------------------|--------------------|---------------------|
| Add | Vocational Support Coach | 33 | \$22.32 | \$736.56 |

Fiscal/Facility Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Brunswick City School District will be billed on a monthly basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus fiscal fee for the service specified in this agreement.

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

4/26/2023

E587581AC57D4A0

Treasurer

Date

DocuSigned by:

Robert A. Hlaske

4/26/2023

5BAE3028C47C431

Superintendent

Date

For the Brunswick City School District

Treasurer

Date

DocuSigned by:

Jason Nedermeyer

4/27/2023

D5C0794D5E8E427

Superintendent

Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

The Educational Service Center of Medina County

2023-2024

County Service Agreement

Cloverleaf Local Schools

The Cloverleaf Local Schools District Board of Education (IRN # 048488) agrees to legislate (ORC 3313.843 and 3313.845) contracted services provided to the Cloverleaf Local Schools by the Educational Service Center of Medina County (IRN # 048454).

2023-2024 ESTIMATED DATA

School District Estimated ADM

2260

| | <u>Rate</u> | <u>Estimated Cost</u> |
|--|--|-----------------------|
| Comprehensive Services | | |
| <input checked="" type="checkbox"/> Universal Services | \$4.00 /ADM | \$9,040 |
| Staff Development Programming | Nursing/Health PD | |
| 24 Math Tournament | Superintendent/Legislator Meetings | |
| High School Academic Challenge | Principal Network Meetings | |
| Parapro Testing | School Counselor Forum | |
| Master Teacher | Inkspot - Student Literary and Art Review | |
| Remote EDx Coordination | Cooperative Purchasing | |
| Curriculum Mapping | Gifted Visual & Performing Arts Identification | |
| ODE Initiative Roll-Outs | Homer B. Smith Teacher of Excellence | |
| OSCES | Top Scholars Recognition | |
| OPES/OTES/OSCES Training | Superintendent and Treasurer Searches | |
| Grant Writing | PDEExpress | |
| Ohio Leadership Advisory Council Facilitation | LPDC/IPDP Program | |
| EVAAS - Regional Data Lead | What's Happening Newsletter | |
| Gifted and Talented Network | Educational Updates | |
| SPED Directors Meetings | INFOhio ICoach Program | |
| Transportation Directors Meetings | PBIS Professional Development | |
| Curriculum Directors Meetings | RBT Training | |
| College and Career Fair | Gifted Professional Development | |
| Paraprofessional Training | OSHA, BCI, and FBI Services* | |

*Onsite BCI/FBI Background check - 100.00/hr or 750.00/day

| | | |
|---|-------------|---------|
| <input checked="" type="checkbox"/> Fine Arts Festivals | \$1.00 /ADM | \$2,260 |
| Fair Honors Ensembles | | |
| Student Artwork Exhibition | | |
| Solo and Ensemble Festival | | |
| Middle School All-Star Bands | | |
| Visual Arts Festival | | |

Substitute Services

- | | | | |
|-------------------------------------|---|----------------|---------|
| <input type="checkbox"/> | Comprehensive Substitute Teacher Program | Estimated Cost | |
| | The Comprehensive Substitute Teacher Program includes all facets of registering, training, licensing, and assigning substitute teachers. It also includes program licensing fees, district staff training, and all payroll functions. | | |
| | or | | |
| <input checked="" type="checkbox"/> | Traditional Substitute Teacher Services | \$2.60 /ADM | \$5,876 |
| | Traditional Substitute Teacher Services includes all facets of registering, on-boarding, and training of all qualified substitutes, with the district receiving a monthly list of available substitute teachers and tutors. | | |

Direct Instructional Services

The following selections designate the minimum number of days/hours of service that will be provided to the Cloverleaf Local Schools during the 2023-2024 school year. Additional days/hours of service over the days/hours listed in this section of the agreement will be provided upon the written request of the Superintendent and Treasurer of the Cloverleaf Local Schools and the approval of the Superintendent and Treasurer of the Educational Service Center of Medina County. Additional approved hours that constitute overtime hours will be billed at the rate of time and a half.

Special Need Initiatives Services

- | | | | |
|-------------------------------------|---|----------------|----------|
| <input type="checkbox"/> | Work-Study/Transition Coordination Services | Days | |
| | \$550/day | | |
| <input checked="" type="checkbox"/> | Behavioral Services | 115 Days | \$68,425 |
| | \$595/day | | |
| <input type="checkbox"/> | Behavior Technician | Hours | |
| | \$35.75/hour | | |
| | *\$52/hour with family insurance - \$43/hour with individual insurance | | |
| <input type="checkbox"/> | Specialized Behavioral Consultation | Hours | |
| | \$100.00/hour | | |
| <input type="checkbox"/> | Psychology Services | Hours | |
| | \$67/hour | | |
| <input checked="" type="checkbox"/> | English as a Second Language (ESL) Services | 350 Hours | \$22,750 |
| | \$65/hour | | |
| <input checked="" type="checkbox"/> | Teacher of the Deaf Instructional Services | 80 Hours | \$6,120 |
| | \$76.50/hour | | |
| <input type="checkbox"/> | Speech and Language Therapy Services | Hours | |
| | \$63/hour | | |
| | Special Education Aide Services | | |
| <input checked="" type="checkbox"/> | Aides (MCBDD) | 2000 Estimated | \$50,000 |
| | \$25/hour - Adjustments to be made for mandatory Health Insurance - Based upon % of participation | | |
| <input type="checkbox"/> | 1:1 Aides - \$25/hour | Hours | |
| <input type="checkbox"/> | Intervention Specialist | Days | |
| | \$415/day | | |
| <input type="checkbox"/> | American Sign Language (ASL) Interpreter Services | Hours | |
| | \$52/hour | | |
| <input type="checkbox"/> | Mental Health Initiatives | Days | |
| | \$595/day | | |
| <input type="checkbox"/> | Reading Specialist | Hours | |
| | \$63/hour | | |

Curriculum/Gifted Services

- | | | | |
|-------------------------------------|---|----------|----------|
| <input type="checkbox"/> | Education Specialist \$535/day | Days | |
| <input checked="" type="checkbox"/> | Gifted and Talented Coordination \$560/day | 100 Days | \$56,000 |
| <input checked="" type="checkbox"/> | Librarian Services Part-time (up to 60 days) | | \$34,500 |

School Nursing Services

- | | | | |
|-------------------------------------|---|----------------|--|
| <input type="checkbox"/> | Registered Nursing Services \$42/hour | Hours | |
| <input type="checkbox"/> | Licensed Nursing Services \$37/hour | Hours | |
| <input type="checkbox"/> | Health Aide Services \$28/hour | Hours | |
| <input checked="" type="checkbox"/> | Substitute Nursing Services \$42/hour | As Needed | |
| <input type="checkbox"/> | ODH Medication Distribution Training \$260/4 hour session | As Needed | |
| <input type="checkbox"/> | Nursing Administration/Supervisor \$64/hour - (1 hour per week per employee) | Hours | |
| <input checked="" type="checkbox"/> | Communicable Disease Nurse Liaison | Free of Charge | |

In-Person Alternative Education Programs

- | | | | |
|-------------------------------------|---|-----------|--|
| <input checked="" type="checkbox"/> | Project Search \$1450 student/month | As Needed | |
| <input checked="" type="checkbox"/> | Rise Academy \$385 Per Day* *Potentially reduced to \$325.00 with Extended Learning Grant | As Needed | |
| <input checked="" type="checkbox"/> | Alternative School \$1250 student/month | As Needed | |

Virtual Alternative Education Programs

- | | | | |
|--------------------------|---|--|--|
| <input type="checkbox"/> | Virtual Gifted Classes (K-8) \$1000.00 per class per student* *Potentially reduced to \$750.00 with Extended Learning Grant | | |
| <input type="checkbox"/> | Summer/Online Anytime \$750 student/month* \$350 single course * Access to entire course catalog | | |

Transportation Services

- ☒ Carrier Services \$6,025
Base cost \$3,900/Additional stops \$425
- ☒ Participation in Student Van Transportation Services As Needed
\$19.00 Van Driver/Hour
\$19.00 Aide/Hour
\$1.00/Mile

General Services

- ☐ Home Schooling Administration - \$55/student Students

Assurances

Adjustments to pricing may be necessary due to changes in health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

With regard to any therapy service provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or barred.

This service agency and agreement meets the following conditions currently defined for federal procurement. The ESC of Medina County currently posts on its website all of the services it provides and the corresponding cost for each of those services; is designated as "high performing" under OAC 3301-105-01(C)(2); and is found to be substantially in compliance with audit rules and guidelines in its most recent audit by the auditor of state. As such, this contract qualifies under ORC 3313.843 as exempt from competitive bidding requirements for personnel-based services. This provision shall remain in effect until such time as the Ohio Department of Education provides further clarification or definition of requirements for either party of this agreement to remain in compliance with state and federal law.

The Educational Service Center of Medina County
2023-2024
County Service Agreement
Cost of Services
Cloverleaf Local Schools

| | |
|--------------------------------|-----------|
| Selected Services and Programs | \$260,996 |
| Administrative Fee (3%) | \$7,830 |

| | |
|---|------------------|
| Total Cost to the Cloverleaf Local Schools | \$268,826 |
|---|------------------|

The Cloverleaf Local Schools will be billed 1/10th of the grand total monthly from August 2023 through May 2024 with budget corrections made in June 2024. This agreement is subject to approval by the Ohio Department of Education and full funding by the Legislature of the State of Ohio equal to, or in excess of, the level funded during the previous school year. Cost of services will be adjusted based on actual State funding, ADM, and personnel cost. By October 1, 2024, the Treasurer of the ESCMC will provide the Treasurer and Superintendent of the Cloverleaf Local Schools with a report of expenditures and the account balance carryover.

Approval

Approved by the Board of Education of the Cloverleaf Local Schools:

Date

Resolution Number

Approved by the Governing Board of the ESC of Medina County:

Date

Resolution Number

**THE EDUCATIONAL SERVICE
CENTER OF MEDINA COUNTY**

DocuSigned by: Robert A. Wlaske 5/2/2023

Superintendent Date

DocuSigned by: Matthew Gregory 5/2/2023

Treasurer Date

DocuSigned by: Catalyn Wyszewski 5/1/2023

Governing Board President Date

**CLOVERLEAF LOCAL
SCHOOL DISTRICT**

DocuSigned by: Darryl Kunklus 5/1/2023

Superintendent Date

DocuSigned by: Jim Hudson 5/1/2023

Treasurer Date

Board President Date

The Educational Service Center of Medina County
2023-2024
County Service Agreement
Wadsworth City Schools

The Wadsworth City Schools District Board of Education (IRN # 044974) agrees to legislated (ORC 3313.843 and 3313.845) contracted services provided to the Wadsworth City Schools by the Educational Service Center of Medina County (IRN # 048454).

2023-2024 ESTIMATED DATA
School District Estimated ADM

4560

| Comprehensive Services | <u>Rate</u> | <u>Estimated Cost</u> |
|--|--|------------------------------|
| <input checked="" type="checkbox"/> Universal Services | \$4.00 /ADM | \$18,240 |
| Staff Development Programming | Nursing/Health PD | |
| 24 Math Tournament | Superintendent/Legislator Meetings | |
| High School Academic Challenge | Principal Network Meetings | |
| Parapro Testing | School Counselor Forum | |
| Master Teacher | Inkspot - Student Literary and Art Review | |
| Remote EDx Coordination | Cooperative Purchasing | |
| Curriculum Mapping | Gifted Visual & Performing Arts Identification | |
| ODE Initiative Roll-Outs | Homer B. Smith Teacher of Excellence | |
| OSCES | Top Scholars Recognition | |
| OPES/OTES/OSCES Training | Superintendent and Treasurer Searches | |
| Grant Writing | PDEExpress | |
| Ohio Leadership Advisory Council Facilitation | LPDC/IPDP Program | |
| EVAAS - Regional Data Lead | What's Happening Newsletter | |
| Gifted and Talented Network | Educational Updates | |
| SPED Directors Meetings | INFOhio ICoach Program | |
| Transportation Directors Meetings | PBIS Professional Development | |
| Curriculum Directors Meetings | RBT Training | |
| College and Career Fair | Gifted Professional Development | |
| Paraprofessional Training | OSHA, BCI, and FBI Services* | |

*Onsite BCI/FBI Background check - 100.00/hr or 750.00/day

| | |
|--|-------------|
| <input type="checkbox"/> Fine Arts Festivals | \$1.00 /ADM |
| Fair Honors Ensembles | |
| Student Artwork Exhibition | |
| Solo and Ensemble Festival | |
| Middle School All-Star Bands | |
| Visual Arts Festival | |

Substitute Services

- ☐ Comprehensive Substitute Teacher Program Estimated Cost
The Comprehensive Substitute Teacher Program includes all facets of registering, training, licensing, and assigning substitute teachers. It also includes program licensing fees, district staff training, and all payroll functions.
- or
- ☐ Traditional Substitute Teacher Services \$2.60 /ADM
Traditional Substitute Teacher Services includes all facets of registering, on-boarding, and training of all qualified substitutes, with the district receiving a monthly list of available substitute teachers and tutors.

Direct Instructional Services

The following selections designate the minimum number of days/hours of service that will be provided to the Wadsworth City Schools during the 2023-2024 school year. Additional days/hours of service over the days/hours listed in this section of the agreement will be provided upon the written request of the Superintendent and Treasurer of the Wadsworth City Schools and the approval of the Superintendent and Treasurer of the Educational Service Center of Medina County. Additional approved hours that constitute overtime hours will be billed at the rate of time and a half.

Special Need Initiatives Services

- | | | | |
|-------------------------------------|--|----------------|-----------|
| <input type="checkbox"/> | Work-Study/Transition Coordination Services | Days | |
| | \$550/day | | |
| <input checked="" type="checkbox"/> | Behavioral Services | 368 Days | \$218,960 |
| | \$595/day | | |
| <input checked="" type="checkbox"/> | Behavior Technician | 4,050 Hours | \$144,788 |
| | \$35.75/hour | | |
| | *\$52/hour with family insurance - \$43/hour with individual insurance | | |
| <input type="checkbox"/> | Specialized Behavioral Consultation | Hours | |
| | \$100.00/hour | | |
| <input type="checkbox"/> | Psychology Services | Hours | |
| | \$67/hour | | |
| <input type="checkbox"/> | English as a Second Language (ESL) Services | Hours | |
| | \$65/hour | | |
| <input type="checkbox"/> | Teacher of the Deaf Instructional Services | Hours | |
| | \$76.50/hour | | |
| <input type="checkbox"/> | Speech and Language Therapy Services | Hours | |
| | \$63/hour | | |
| <input checked="" type="checkbox"/> | Special Education Aide Services | | |
| | Aides (MCBDD) | 2400 Estimated | \$60,000 |
| | \$25/hour - Adjustments to be made for mandatory | | |
| | Health Insurance - Based upon % of participation | | |
| <input type="checkbox"/> | 1:1 Aides - \$25/hour | Hours | |
| <input type="checkbox"/> | Intervention Specialist | Days | |
| | \$415/day | | |
| <input type="checkbox"/> | American Sign Language (ASL) Interpreter Services | Hours | |
| | \$52/hour | | |
| <input type="checkbox"/> | Mental Health Initiatives | Days | |
| | \$595/day | | |
| <input type="checkbox"/> | Reading Specialist | Hours | |
| | \$63/hour | | |

Curriculum/Gifted Services

- | | |
|--|------|
| <input type="checkbox"/> Education Specialist \$535/day | Days |
| <input type="checkbox"/> Gifted and Talented Coordination \$560/day | Days |

School Nursing Services

- | | |
|--|-----------------------|
| <input type="checkbox"/> Registered Nursing Services \$42/hour | Hours |
| <input type="checkbox"/> Licensed Nursing Services \$37/hour | Hours |
| <input type="checkbox"/> Health Aide Services \$28/hour | Hours |
| <input type="checkbox"/> Substitute Nursing Services \$42/hour | As Needed |
| <input type="checkbox"/> ODH Medication Distribution Training \$260/4 hour session | As Needed |
| <input type="checkbox"/> Nursing Administration/Supervisor \$64/hour - (1 hour per week per employee) | Hours |
| <input checked="" type="checkbox"/> Communicable Disease Nurse Liaison | <i>Free of Charge</i> |

In-Person Alternative Education Programs

- | | |
|---|-----------|
| <input checked="" type="checkbox"/> Project Search \$1450 student/month | As Needed |
| <input checked="" type="checkbox"/> Rise Academy \$385 Per Day* *Potentially reduced to \$325.00 with Extended Learning Grant | As Needed |
| <input checked="" type="checkbox"/> Alternative School \$1250 student/month | As Needed |

Virtual Alternative Education Programs

- | | |
|--|--|
| <input type="checkbox"/> Virtual Gifted Classes (K-8) \$1000.00 per class per student* *Potentially reduced to \$750.00 with Extended Learning Grant | |
| <input type="checkbox"/> Summer/Online Anytime \$750 student/month* \$350 single course * Access to entire course catalog | |

Support Services (022)

- | | | |
|-------------------------------------|---|--------------|
| <input checked="" type="checkbox"/> | Gifted and Talented Teachers: Justine Fechko-Sheehan, Rebecca Schlegel | \$219,000.00 |
|-------------------------------------|---|--------------|

Transportation Services

- | | | |
|-------------------------------------|--|-----------|
| <input checked="" type="checkbox"/> | Carrier Services | \$3,900 |
| | Base cost \$3,900/Additional stops \$425 | |
| <input checked="" type="checkbox"/> | Participation in Student Van Transportation Services | As Needed |
| | \$19.00 Van Driver/Hour | |
| | \$19.00 Aide/Hour | |
| | \$1.00/Mile | |

General Services

- | | | |
|--------------------------|--|----------|
| <input type="checkbox"/> | Home Schooling Administration - \$55/student | Students |
|--------------------------|--|----------|

Assurances

Adjustments to pricing may be necessary due to changes in health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

With regard to any therapy service provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or barred.

This service agency and agreement meets the following conditions currently defined for federal procurement. The ESC of Medina County currently posts on its website all of the services it provides and the corresponding cost for each of those services; is designated as "high performing" under OAC 3301-105-01(C)(2); and is found to be substantially in compliance with audit rules and guidelines in its most recent audit by the auditor of state. As such, this contract qualifies under ORC 3313.843 as exempt from competitive bidding requirements for personnel-based services. This provision shall remain in effect until such time as the Ohio Department of Education provides further clarification or definition of requirements for either party of this agreement to remain in compliance with state and federal law.

The Educational Service Center of Medina County
2023-2024
County Service Agreement
Cost of Services
Wadsworth City Schools

| | |
|--------------------------------|-----------|
| Selected Services and Programs | \$664,888 |
| Administrative Fee (3%) | \$19,947 |

| | |
|---|------------------|
| Total Cost to the Wadsworth City Schools | \$684,834 |
|---|------------------|

The Wadsworth City Schools will be billed 1/10th of the grand total monthly from August 2023 through May 2024 with budget corrections made in June 2024. This agreement is subject to approval by the Ohio Department of Education and full funding by the Legislature of the State of Ohio equal to, or in excess of, the level funded during the previous school year. Cost of services will be adjusted based on actual State funding, ADM, and personnel cost. By October 1, 2024, the Treasurer of the ESCMC will provide the Treasurer and Superintendent of the Wadsworth City Schools with a report of expenditures and the account balance carryover.

Approval

Approved by the Board of Education of the Wadsworth City Schools:

May 8, 2023

Date

23-05-56

Resolution Number

Approved by the Governing Board of the ESC of Medina County:

Date

Resolution Number

**THE EDUCATIONAL SERVICE
CENTER OF MEDINA COUNTY**

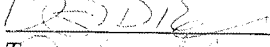
**WADSWORTH CITY
SCHOOL DISTRICT**

Superintendent Date

 5/9/2023

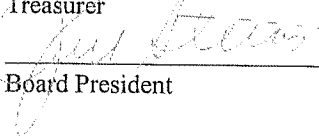
Superintendent Date

Treasurer Date

 5/9/2023

Treasurer Date

Governing Board President Date

 5/9/2023

Board President Date



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

New



Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Between

The Educational Service Center of Medina County
and
Nordonia Hills City School District

| | <u>Service to be performed</u> | <u>Days</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-----|--------------------------------|-------------|--------------|-------------|--------------|
| Add | Behavioral Services | 160 | | \$595.00 | \$95,200.00 |
| Add | Behavior Technician | | 600 | \$35.75 | \$21,450.00 |

Administrative Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Nordonia Hills City School District will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus Administrative Fee for the service specified in this agreement.

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

4/24/2023

E567581AC57D4A8...

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

4/24/2023

5BAE3028C47C431...

Superintendent

Date

For the Nordonia Hills City School District

DocuSigned by:

Matthew Brown

5/16/2023

4D2C5D5E71D7470...

Treasurer

Date

DocuSigned by:

Joe Clark

4/24/2023

439C2F26CBA0470...

Superintendent

Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

- ☒ New
☐ Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Between

The Educational Service Center of Medina County
and
Stow-Munroe Falls City School District

| | <u>Service to be performed</u> | <u>Days</u> | <u>Rate</u> | <u>Total</u> |
|-----|---------------------------------------|--------------------|--------------------|---------------------|
| Add | Behavioral Services | 70 | \$595.00 | \$41,650.00 |

Administrative Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Stow-Munroe Falls City School District will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus Administrative Fee for the service specified in this agreement.

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

4/24/2023

E567581AC57B4A8...

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

4/24/2023

5EAE3028C47C431...

Superintendent

Date

For the Stow-Munroe Falls City School District

DocuSigned by:

Patrick Godano

4/24/2023

B58295C4590F4CF...

Treasurer

Date

DocuSigned by:

[Signature]

4/24/2023

70D68C90E81C4B5...

Superintendent

Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

New



Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Between

The Educational Service Center of Medina County
and

Medina County Juvenile Detention Center

| | <u>Service to be performed</u> | <u>Yearly</u> | <u>Rate</u> | <u>Total</u> |
|-----|--------------------------------|---------------|-------------|--------------|
| Add | Courier | 1 | \$1,750.00 | \$1,750.00 |

Administrative Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Medina County Juvenile Detention Center will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus Administrative Fee for the service specified in this agreement.

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

4/24/2023

E567581AC67D4A8...

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

4/24/2023

5BAE3028C47C431...

Superintendent

Date

For the Medina County Juvenile Detention Center

DocuSigned by:

Rena Keaton

4/24/2023

F5514E2A26644D9...

Treasurer

Date

DocuSigned by:

Ron Stollar

4/24/2023

14A13E3F8550432...

Superintendent

Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

New



Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Between

The Educational Service Center of Medina County

and

Medina County Board of Developmental Disabilities

| | <u>Service to be performed</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-----|--------------------------------|--------------|-------------|--------------|
| Add | Director Of Nursing Services | 26 | \$64.00 | \$1,664.00 |
| Add | Substitute Nursing Services | As Needed | \$42.00 | |
| Add | Nursing Orientation | As Needed | \$42.00 | |

Administrative Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Medina County Board of Developmental Disabilities will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus Administrative Fee for the service specified in this agreement.

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

4/25/2023

E567581AC57D4A6...

Treasurer Date

DocuSigned by:

Robert A. Hlasko

4/24/2023

5BAE3028C47C431...

Superintendent Date

For the Medina County Board of Developmental Disabilities

DocuSigned by:

Carey Bates

4/25/2023

23DD16E992D452...

Treasurer Date

DocuSigned by:

Stacey Maleckar

5/17/2023

2F5D788AD67349F...

Superintendent Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

New



Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Between

The Educational Service Center of Medina County
and
Twinsburg City Schools

| | <u>Service to be performed</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-----|---------------------------------------|---------------------|--------------------|---------------------|
| Add | RN 1:1 | 910 | \$51.00 | \$46,410.00 |
| Add | RN Supervision | 36 | \$64.00 | \$2,304.00 |

Administrative Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Twinsburg City Schools will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus Administrative Fee for the service specified in this agreement.

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

4/24/2023

E567581AG57D4A0...

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

4/24/2023

5BAE3028C47C431...

Superintendent

Date

For the Twinsburg City Schools

Treasurer

Date

Superintendent

Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.



Attachment P

SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

New



Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Between

The Educational Service Center of Medina County

and

Mogadore Local School District

| | <u>Service to be performed</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-----|--------------------------------|--------------|-------------|--------------|
| Add | RN | 1357.5 | \$51.00 | \$69,232.50 |
| Add | Health Aide | 802.5 | \$28.00 | \$22,470.00 |
| Add | LPN | 555 | \$37.00 | \$20,535.00 |
| Add | Director Of Nursing Services | 72 | \$64.00 | \$4,608.00 |
| Add | Substitute Nursing Services | As Needed | \$42.00 | |

Administrative Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Mogadore Local School District will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus Administrative Fee for the service specified in this agreement.

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

4/24/2023

E567581AC57D4A8...

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

4/24/2023

5BAE3028C47C431...

Superintendent

Date

For the Mogadore Local School District

DocuSigned by:

Chris Adams

4/27/2023

61268E9D3399497...

Treasurer

Date

Superintendent

Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

New



Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Between

The Educational Service Center of Medina County

and

Mayfield City School District

| | <u>Service to be performed</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-----|---------------------------------------|---------------------|--------------------|---------------------|
| Add | Behavioral Services | 960 | \$75.00 | \$72,000.00 |

Administrative Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Mayfield City School District will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus Administrative Fee for the service specified in this agreement.

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

4/25/2023

E567561AC57D4A0...

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

4/24/2023

5BAE3028C47C431...

Superintendent

Date

For the Mayfield City School District

Treasurer

Date

Superintendent

Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

New



Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Between

The Educational Service Center of Medina County
and
Crestwood Local School District

| | <u>Service to be performed</u> | <u>Days</u> | <u>Rate</u> | <u>Total</u> |
|-----|--------------------------------|-------------|-------------|--------------|
| Add | Behavioral Services | 20 | \$595.00 | \$11,900.00 |

Administrative Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Crestwood Local School District will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus Administrative Fee for the service specified in this agreement.

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

4/25/2023

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

4/24/2023

Superintendent

Date

For the Crestwood Local School District

Treasurer

Date

Superintendent

Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

New



Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2024 (July 1, 2023 - June 30, 2024)

Between

The Educational Service Center of Medina County
and
Wellington Exempted Village School District

| | <u>Service to be performed</u> | <u>Days</u> | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|-----|--------------------------------|-------------|--------------|-------------|--------------|
| Add | Behavioral Services | 184 | | \$595.00 | \$109,480.00 |
| Add | ELL Teacher | | 40 | \$65.00 | \$2,600.00 |

Administrative Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Wellington Exempted Village School District will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus administrative fee for the service specified in this agreement.

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

3/23/2023

ES67581AC57D4AD...

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

3/22/2023

6BAE9038C47C421...

Superintendent

Date

For the Wellington Exempted Village School District

DocuSigned by:

Mark Donnelly

3/22/2023

6F4794BB50AB42C...

Treasurer

Date

Superintendent

Date

With regard to any therapy services provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE, or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.

INVOICE

Page 1

SHIP TO _____

Education Service Center of Medina County
Attention: Jacinda Yonker
124 W Washington St
Medina, OH 44256

Please detach and return this portion with your remittance

| Item No. | Description | Qty | Unit | Unit Price | Discount | Extended Price |
|----------|---|------|------|------------|----------|----------------|
| 41091 | History Day Teacher Workshop Registration | 1.00 | | | | \$50.00 |
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RENTAL AGREEMENT**ALLISON CAROLE PROPERTIES, INC.**

HOUSEHOLD PERSONAL PROPERTY
STORAGE ONLY - NO COMMERCIAL USE
"FRIEND" US ON FACEBOOK!

☐ 40 WILLOW STREET • RITTMAN, OH 44271
PHONE 440-477-3880
☐ 10200 AVON LAKE ROAD • BURBANK, OH 44214
PHONE 440-477-3880

☐ 5730 GREENWICH ROAD • SEVILLE, OH 44273
PHONE 440-477-3880 - DROP BOX ONLY: NO MAIL, RECEIPTAL
☐ 15132 FRIENDSVILLE ROAD • BURBANK, OH 44214
PHONE 440-477-3880 MAIN OFFICE

THIS AGREEMENT, executed in Ohio, at the physical address indicated above, for STORAGE SPACE/UNIT NUMBER **517**

On this **21** day of **April**, **2023**, between ALLISON CAROLE PROPERTIES, INC., hereinafter called the OWNER
and the:

| | | | |
|--|--|---|--|
| OCCUPANT WHOSE NAME AND LAST KNOWN ADDRESS IS: Name Matthew Gregory Mailing Address 124 W Washington St City Medina State OH Zip 44256 Cell Phone 440 752-4030 State Issued & ID No. OHIO TK773756 E-Mail Address mgregory@medinaesc.org IF OCCUPANT IS A BUSINESS, PROVIDE BUSINESS INFORMATION BELOW: Business Name ESC of Medina County Business Phone 330 723-6393 Occupant's Title _____ IF OCCUPANT OR OCCUPANT'S SPOUSE IS IN MILITARY SERVICE, PROVIDE ADDITIONAL INFORMATION: Branch _____ Military ID _____ Are You Deploying for Active Duty? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, When? _____ | | GATE CODE Hook KEEP GATES CLOSED AT ALL TIMES APPROXIMATE SIZE 10' x 20' RENTAL RATE \$ 138.78 MONTH / 1 TAX BULK STORAGE OUT DATE BETWEEN 8AM-12PM RENTAL RATE \$ 20.00 PER DAY (FOR HOLDOVERS) First Payment of Rent \$ 130.00 (From 4/21/23 to 4/30/23) Refundable Performance Deposit \$ 130.00 Lock Purchase / Credit Card Fee / Moisture Absorber (desiccant) \$ 15.00 Sales Tax \$ Business TOTAL MOVE-IN COST \$ 275.00 Next Rental Payment is Due On _____ **NO POST DATED OR OUT OF STATE CHECK ACCEPTED** | |
| ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION: Name Bob Hlasko Mailing Address _____ City _____ State _____ Zip _____ Contact Phone 330 421-0870 IF ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION IS REFUSED, OCCUPANT WILL PLEASE SIGN HERE X | | MOVE-IN COSTS Late Payment Charge (AFTER 5PM ON 5th DAY) \$ 20.00 Returned Check Charge \$ 35.00 Monthly Statement Fee (See Paragraph 4) \$ 10.00 Manual Transaction (See Paragraph 5) \$ 10.00 Lien Letter Fee (After 21 Days Late) \$ 25.00 Lock Cutting Charge \$ 25.00 Lien Sale Advertisement Charge \$ 50.00 Certified Mail Charge \$ 20.00 Not Leaving Space Broom Clean and/or Required Written Notice of Vacating Not Given FORFEIT DEPOSIT 30 DAY NOTICE TO BE DETERMINED BY OWNER Damage To Space/Facility (LABOR & MATERIALS) _____ | |
| TYPE OF PERSONAL PROPERTY TO BE STORED: <input checked="" type="checkbox"/> BUSINESS GOODS <input type="checkbox"/> _____ *ADDITIONAL INFORMATION REQUIRED ON TITLED PROPERTY ADDENDUM | | This is a monthly lease for storage beginning 4/21/2023 . The first month's rent is hereby acknowledged. Subsequent monthly rent payments will then be due on the first day of each succeeding month until terminated by either OWNER or OCCUPANT in writing. | |

- THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE LAWS OF OHIO AND OHIO REVISED CODE CHAPTER 5322 ENTITLED STORAGE FACILITIES.
- STORAGE SPACE/UNIT AND RENTAL AGREEMENT: OWNER hereby rents to OCCUPANT and OCCUPANT rents from OWNER the storage space/unit, located within the self-service storage facility named above (herein after called "FACILITY"). The storage space/unit shall be used solely for the purpose of storage pursuant to the terms and conditions of this rental agreement, and, if applicable, the titled property addendum, herein after called the "agreement," and for no other purpose whatsoever.
- RENTAL TERMS AND MOVE-IN COSTS: OCCUPANT agrees to pay rent to OWNER as set forth above, provided, however, that all rental rates shall be subject to change upon 30 days written notice to OCCUPANT, and at the expiration of such 30-day period, the rental rate shall thereupon be effective as if set forth in this agreement. All rent is payable in advance. The minimum rental term is **two (2) months**. The first payment of rent is due at the time of rental as shown in the move-in cost schedule above. Subsequent monthly rent payments are due on or before the first day of each successive month until this agreement is terminated in writing. Rental payments are not refundable. In addition to rent, the OCCUPANT shall deposit with the OWNER a performance deposit, equal to the amount shown in the Move-In Cost Schedule. The performance deposit shall not be applied as rent, will not accrue interest, and the OWNER is not required to segregate such performance deposit from other funds. The performance deposit is refundable upon OCCUPANT'S removing his personal property from the storage space/unit in a timely fashion at the expiration of the term hereof, leaving the storage space/unit in a neat and orderly condition with ordinary wear and tear accepted, and having met all other terms and conditions of this agreement including removing OCCUPANT'S locking device. OCCUPANT will be responsible for additional rent until the OCCUPANT'S locking device and stored personal property are removed. Performance deposit will be returned by U.S. mail within thirty (30) days of vacating.
- STATEMENTS AND SERVICE CHARGES: It is expressly understood and agreed that OWNER is not required to nor does OWNER send out monthly statements or reminders of rental due dates. All balance requests by text or paper statement (sent via UPS) is a \$10.00 fee. DO NOT OVERPAY OR UNDER PAY. Pay only correct rent amount. Notification will only be given when rent is delinquent. A listing of current service charges is shown above in the service charge schedule. Service charges are due upon receipt of notice as additional rent to defray clerical and administrative charges incurred by the OWNER in their assessment. Service charges are subject to change upon thirty (30) day written notice to the OCCUPANT. Time is of the essence and in the event any rental and/or service charge is due and unpaid, the OWNER may terminate this agreement by reason of default in the payment of rent. OWNER has the right to require all past due payments be made in cash, money order or cashiers check. If OCCUPANT'S personal check gets returned, OCCUPANT personal check will no longer be accepted and an alternative method of payment must be used.
- MANUAL TRANSACTION SERVICE CHARGE: To use a credit/debit card for monthly rent payment, there MUST be a completed Recurring Payment Authorization form on file. If this is not complete and/or up to date, a manual transaction service charge shall become due and payable if the OCCUPANT fails to complete a recurring credit card authorization form, calls in credit card information, pays in cash or wants to meet face to face with the OWNER to pay his rent. This service charge is due as additional rent to defray the additional clerical and administrative time necessary to accommodate manual transactions. It is OCCUPANT'S responsibility to notify the office of any credit/debit card changes and request a new authorization form.
- OWNER'S LIEN: Ohio Revised Code Chapter 5322 et seq. grants the OWNER a lien on all personal property stored in rented unit(s)/space(s) as of the date property is brought to this FACILITY. The OWNER'S lien is for rent, labor, and/or other charges incurred under this rental agreement for the preservation, sale, or other disposition of the stored personal property. If any rent payment has not been received by the end of the twenty first (21st) day after the rental due date, the OWNER may begin enforcement of the OWNER'S lien pursuant with Ohio Revised Code Chapter 5322 et seq. until the rent, labor and other incurred service charges are paid in full.
- DENIAL OF ACCESS: If payment is not received by the fifth (5th) day of the month before 5:00PM, access will be denied and the storage space/unit will be over locked until payment is received. OCCUPANT is **not permitted** access to the storage space/unit or FACILITY while access is denied. If OCCUPANT tries to access the storage space/unit and/or FACILITY OCCUPANT will be considered trespassing. OCCUPANT must pay total past due rent and fees via United States Postal Service to the mailing address listed above. The OWNER may immediately deny OCCUPANT access to the FACILITY, without advanced notice, in the event of an Emergency, as defined in Emergency provision of this agreement.
- TERMINATION OF AGREEMENT: OCCUPANT must complete and submit to OWNER a signed "intent to vacate form" thirty (30) days prior to the end of a calendar month advising OWNER of their intent to vacate. If OCCUPANT extends their vacating date, OCCUPANT must complete a new "intent to vacate form" with OCCUPANT'S current mailing address. If OCCUPANT is storing personal property within the FACILITY on the first day of any given month, they will be required to pay rent for the entire calendar month or pay the daily holdover rate of \$20.00 per day. No partial month rental refunds will be given. For seasonal storage, if seasonal storage OCCUPANT vacates the space/unit prior to the end of the period paid, there are no partial season refunds given. OWNER may terminate this agreement without cause by giving OCCUPANT thirty (30) days written notice prior to termination date. If the OWNER suspects OCCUPANT to be engaging in criminal or illegal acts or uses of the storage space/unit that are in direct violation of the law or this agreement, the OWNER reserves the right to immediately terminate this agreement. In such instance where the OWNER suspects the OCCUPANT to be engaging in criminal or illegal acts or uses that are in direct violation of the law or this agreement the OWNER may require the OCCUPANT to be escorted in and out of the FACILITY during normal hours of operation for the sole purpose of vacating. In addition, OCCUPANT must leave the storage space/unit empty and broom clean. Failure to do so will, at a minimum, result in the forfeiture of the performance deposit.
- AGREEMENT READ, COPY RECEIVED AND INCORPORATION OF PROVISIONS ON REVERSE SIDE AND PROVIDED BY OWNER: By placing his initials on the margin here, OCCUPANT acknowledges that he has read, is familiar with, and agrees to (a) all of the terms and conditions of this agreement, (b) the provisions printed on the reverse side of this agreement, and if applicable, (c) the provisions contained within the titled property addendum, (d) provisions provided within the Rules and Regulations envelope provided by the OWNER, (e) to keep gate closed at all times, (f) use disc lock to secure storage space/unit, and (g) it is OCCUPANT'S responsibility to supply desiccant (moisture absorber). OWNER and OCCUPANT agree that all such provisions constitute a material part of this agreement and are hereby incorporated by reference, including the reviewing of all bold-faced items. OCCUPANT acknowledges receipt of a true and exact copy of this agreement, and if applicable, any addendums that may be incorporated into this rental transaction. In addition, OCCUPANT agrees to dry and clean all stored personal property before storing.
- INSPECTION AND ACCESS: OCCUPANT has been afforded an opportunity to inspect the FACILITY, and by placing his initials in the margin, acknowledges and agrees that the storage space/unit and the common areas of the FACILITY are satisfactory for OCCUPANT'S purposes, including the safety and security thereof, for which OCCUPANT shall use the storage space/unit or the common areas of the FACILITY. OCCUPANT shall be entitled to access the storage space/unit and the common areas of the FACILITY only during such hours and on such days as are regularly posted within the FACILITY. Days and hours OCCUPANT is permitted access to the FACILITY may be limited by OWNER. If OCCUPANT accesses space/unit between dusk and dawn, OCCUPANT must text last name and space/unit no. to (440) 477-3880.
- ELECTRONIC SIGNATURE: If OCCUPANT executes this agreement via Electronic Signature, then OCCUPANT agrees that: (i) OCCUPANT has read and agreed to the terms of the Electronic Signature provider; (ii) agrees that by affixing OCCUPANT'S Electronic Signature to this agreement, including initials on any provisions, this Electronic Signature shall legally bind OCCUPANT and be equivalent to a wet ink signature and/or initial executed in the presence of the FACILITY OWNER or employee.

Any special exceptions or conditions to this Rental Agreement are to be written in the space that follows:

Disconnect or remove all batteries

WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this AGREEMENT the day and year first written above.

OWNER

BY

OWNER'S Agent

OCCUPANT (KEEP YELLOW COPY)

X *Matthew Gregory*

If a business, give title

WHITE COPY - OFFICE / YELLOW COPY - OCCUPANT

(CONTINUED ON REVERSE SIDE)

TITLE OR DATE:

TR 5/4/23

12. **NON-LIABILITY OF OWNER FOR DAMAGES; INSURANCE OBLIGATION OF OCCUPANT:** This agreement is made on the express condition that OWNER is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including OCCUPANT, or personal property of any kind whatsoever and to whomsoever belonging, including OCCUPANT, from any cause or causes whatsoever while in, upon, or in any way connected with the FACILITY during the term of this agreement or any extension hereof, except injuries caused by an affirmative act of OWNER or OWNER'S agent, and OCCUPANT hereby agrees to hold OWNER harmless from it or its agent shall be limited to the sum of \$100.00.
- OCCUPANT agrees to maintain or secure fire, extended coverage and comprehensive liability insurance covering the full insurance value of personal property stored within the FACILITY. OCCUPANT has the right to be self insured, but assumes full risk for damage to stored personal property.
- Insurance carried by the OWNER shall be for the sole benefit of the OWNER. The OCCUPANT shall make no claim whatsoever against OWNER'S insurance. Therefore, OCCUPANT secures his own insurance to protect himself and his personal property against all perils of any nature whatsoever. OWNER shall not be liable to any extent whatsoever to OCCUPANT or OCCUPANT'S invitees, family, employees or agents for any personal injury or personal property damage or loss from theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. OCCUPANT agrees that personal property stored is at the sole risk of the OCCUPANT.
13. **RELEASE OF LIABILITY:** The OCCUPANT hereby releases the OWNER from loss of or damage to OCCUPANT'S personal property due to theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. OCCUPANT agrees that personal property stored is at the sole risk of the OCCUPANT.
14. **DISCLOSURE OF LIENS, LIENHOLDERS OR OTHER SECURED PARTIES:** It is the OCCUPANT'S responsibility to disclose in writing to the OWNER, the existence of any lien(s) on the personal property stored and the name and address of any lienholder or other secured parties with an interest in the personal property stored.
15. **DEFAULT:** As used in this agreement, means failure to perform in a timely manner any obligation or duty set forth in this agreement.
16. **EMERGENCY:** As used in this agreement, an Emergency shall be defined as any event, as determined by the OWNER or any authorized governmental authority, including, but not limited to, local, state or national emergency declarations or a severe weather event, which may jeopardize the health, safety and/or well-being of the FACILITY and its customers or any appurtenant buildings, land or chattel stored within the FACILITY.
17. **LAST KNOWN ADDRESS:** As used in this agreement, means the mailing address provided by the OCCUPANT in this agreement or the mailing address or electronic mail (e-mail) address provided by the OCCUPANT in a subsequent written notice of a change of address or the mailing addresses electronic mail (e-mail) address provided by any of these persons to the FACILITY OWNER or that is discovered by the FACILITY OWNER.
18. **OWNER'S RIGHT TO TOW:** As an alternate to selling a stored motor vehicle or watercraft at Lien Sale, if rent or other charges due in accordance with the rental agreement remain unpaid or unsatisfied for sixty (60), and after the OWNER has complied with all statutory requirements required under Ohio law, the OWNER may have the vehicle or watercraft towed from the storage space/unit. The OWNER shall not be liable for the motor vehicle or watercraft or any damages to the motor vehicle or watercraft once the tow takes possession of the property.
19. **LATE PAYMENT CHARGE:** A twenty dollar (\$20.00) late payment charge may be imposed and collected by the OWNER for each period that OCCUPANT does not pay rent and/or other charges when due under this agreement. Any reasonable expense incurred as a result of rent collection or lien enforcement by OWNER may be charged to the OCCUPANT in addition to late fees.
20. **WAIVER:** The OCCUPANT agrees to waive OCCUPANT'S right to a jury trial, and agrees not to bring forth or participate in any class-action lawsuit brought against the OWNER.
21. **VENUE AND LEGAL PROCEEDINGS:** All claims, whether through the Court system or through binding arbitration, shall take place in the local municipality, county or state in which the FACILITY is located. For claims that do not exceed the jurisdictional limit of small claims court, the OWNER and OCCUPANT agree to bring claims in small claims court. For claims that exceed the jurisdictional limit of small claims court, OWNER and OCCUPANT agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. The fees and expenses of the arbitrator and all other costs and expenses incurred in connection with the arbitration, shall be shared equally between the OWNER and OCCUPANT. The decision of the arbitrator shall be final and binding.
22. **NO BAILEMENT IS CREATED HEREUNDER:** OWNER is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the FACILITY by OCCUPANT is at OCCUPANT'S sole risk. OCCUPANT acknowledges the OWNER does not take care, custody, control, possession or dominion over the personal property stored within the FACILITY and does not agree to provide protection for the FACILITY, the storage space/unit or the contents therein. OCCUPANT must take whatever steps he deems necessary to safeguard stored personal property. OCCUPANT assumes full responsibility for who has access to the OCCUPANT'S stored personal property.
23. **INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OWNER from and against any and all claims for damages or lost personal property or personal injury and costs including attorney's fees arising from OCCUPANT'S rental or from any activity, work, or thing done, permitted or suffered by OCCUPANT while within the FACILITY.
24. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive his rights and the rights of his insurance company for any claim for loss or damages against the OWNER.
25. **COMPLIANCE WITH LAW:** OCCUPANT shall not store any personal property which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other local requirements, or do any act or cause to be done any act which creates or may create a nuisance and/or hazard.
26. **USE AND ALTERATIONS:** OCCUPANT shall not make or allow any alterations to the storage space/unit. The storage space/unit shall be used for approved household personal property storage purposes only, including, but not limited to the storage of goods, wares, merchandise, furniture and household items owned by OCCUPANT. All personal property must be dry and clean before it can be stored in the storage space/unit. OCCUPANT must ensure all items are wiped down to aid in the prevention of mildew and/or mold growth. All animal items should be cleaned, including, but not limited to, wood, leather, plastics, cardboard, etc. It is not recommended to store your personal property for more than 12 months because there is no heat, air conditioning or ventilation in any of our self storage units. Best results for your stored personal property is if they are stored for 12 months or less. The space is temporary. The OCCUPANT will not use the storage space/unit as a residence or to conduct business of any kind, No sleeping in unit. No smoking on the property. The OCCUPANT agrees to comply with the rules and regulations of the OWNER, and further agrees the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time following notification of such amendments.
27. **WASTE, QUIET CONDUCT, MAINTENANCE:** OCCUPANT shall not commit, or allow to be committed, any waste upon the storage space/unit or in any building or property adjacent to the storage space/unit, nor shall OCCUPANT use the storage space/unit for any business use or purpose in any manner deemed by the OWNER to be disruptive or hazardous. The storage of welding, flammable, explosive, ammunition, weapons, loaded weapons, fireworks, fuels, semi or large truck tires, or other inherently dangerous material or anything illegal is prohibited. OCCUPANT is limited to storing a maximum of four (4) car or small truck tires. OCCUPANT shall take good care of the storage space/unit, whether to the interior or exterior of the storage space/unit, necessitated or occasioned by the act or neglect of OCCUPANT or any agent of OCCUPANT or other person for whose acts OCCUPANT is responsible. OCCUPANT should inspect the interior of storage space/unit a minimum of one time per month to ensure storage space/unit is in good condition, including use/renewal of sticky traps, use/renewal of desiccant (moisture control), OCCUPANTS are responsible for minor children. Must not be unattended. NO SMOKING permitted on any of our locations. All personal property must be stored on pallets or plastic, not directly on the concrete floor. Storage of wet items is prohibited.
- OCCUPANT shall not cause or permit any hazardous substance or any highly corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of within the FACILITY by OCCUPANT, OCCUPANT'S AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of within the FACILITY, or if the storage space/unit becomes contaminated in any manner for which the OCCUPANT is legally liable, OCCUPANT shall indemnify and hold harmless the OWNER from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the term of this agreement and arising as a result of that contamination by OCCUPANT. Without limitation of the foregoing, if OCCUPANT causes or permits the presence of any hazardous substance within the FACILITY and the presence of any hazardous substance results in contamination, OCCUPANT shall promptly, at its sole expense, take any and all necessary actions to return the FACILITY to the condition existing prior to the presence of such hazardous substance.
28. **LOCKING DEVICE:** At all times during the occupancy, the OCCUPANT will keep the storage space locked. The OCCUPANT, in OCCUPANT'S sole discretion, deems the locking device used sufficient to secure the storage space. While there may be a place on the door of the storage space for a second locking device, OCCUPANT is only permitted to use a single locking device. OWNER has the right, as he deems necessary, or at the request of any authorized governmental agency or authority, to remove all locking devices by cutting, drilling or any other means. In the event any authorized governmental agency or authority requests access to OCCUPANT'S personal property for any reason, OCCUPANT will be promptly notified. If OWNER or any authorized governmental agency or authority removes the locking device, the OWNER may elect to secure the OCCUPANT'S personal property with OWNER'S lock until the OCCUPANT can inspect the personal property and provide a new locking device to secure the storage space. The OWNER or any authorized governmental agency or authority shall not be held liable for the replacement of any locking device that is damaged by forced entry. When the OCCUPANT'S locking device is removed by OWNER or any authorized governmental agency or authority, and OWNER'S lock remains on the storage space, said action does not constitute Bailement in any manner. This action by OWNER is a temporary measure until OCCUPANT can inspect and provide a new locking device to secure the stored personal property.
29. **ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY:** OCCUPANT agrees that any personal property that remains within the FACILITY after the OCCUPANT has vacated or if the OWNER deems the storage space/unit as vacated, shall be considered abandoned and that the same has no monetary value, and such personal property may be retained by OWNER as its property or disposed of in such manner as OWNER may see fit. If such personal property or any part thereof shall be sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder to which OWNER may be entitled.
30. **OWNER'S RIGHT OF ENTRY:** OCCUPANT grants OWNER, OWNER'S agents or representatives or any authorized governmental authority, including police and fire officials, access to the stored personal property upon (3) days advanced written notice to the OCCUPANT. In the event of an Emergency, as defined in the Emergency paragraph in this agreement, OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, shall have the right to enter the storage space/unit to take action as necessary or appropriate to protect the FACILITY, to comply with applicable law or to enforce the OWNER'S rights without advanced notice to OCCUPANT. Following the Emergency, the OWNER shall promptly notify the OCCUPANT that access to the storage space/unit was made so the OCCUPANT can inspect and provide a new locking device, if needed, to secure the stored personal property.
31. **NO WARRANTIES:** OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the FACILITY and OCCUPANT hereby acknowledges, as provided in Paragraph 10, Inspection & Access, the OCCUPANT has inspected the storage space/unit and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the FACILITY and the storage space/unit located therein or any personal property stored therein. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.
32. **ACCEPTANCE OF RENT PAYMENTS:** Only full payment of rent due for all space rented, whether part of this Agreement or another written Agreement between OWNER and OCCUPANT, will be accepted. However, while the OCCUPANT is in default, OWNER may accept a partial rent payment. OCCUPANT'S status will remain in default from the date the payment in full was due, and any such payment on account will not constitute a waiver of OWNER'S rights to proceed with lien enforcement in accordance with state law. The OWNER reserves the right to require any past due payment be made in cash, money order, or other certified funds.
33. **CROSS-COLLATERALIZATION OF STORAGE SPACE/UNITS:** When OCCUPANT rents more than one storage space/unit at this FACILITY, the rent is secured by the personal property stored in all the spaces rented. Failure by OCCUPANT to pay all rent on any space shall be considered a default on all spaces rented. If all rent on all spaces is not paid when due the OWNER may exercise all available remedies, including but not limited to, denial of access to the FACILITY and the sale or disposal of the property in accordance with state law.
34. **ASSIGNMENT; NO SHARING OF STORAGE SPACE/UNIT:** OCCUPANT shall not assign or sublease the storage space/unit or any portion thereof. Any attempt to assign or sublease shall be void.
35. **SPACE SIZE:** OCCUPANT understands advertised space sizes are approximate and for comparison purposes only. The space rented by OCCUPANT may be smaller or larger than advertised. The space is not rented by the square foot, and rent is not based on square foot measurements.
36. **ACCESS CONTROL MEASURES:** This FACILITY utilizes various access control measures, including, but not limited to, surveillance cameras, designed to deter unauthorized access to the FACILITY. However, by signing this agreement, OCCUPANT acknowledges these access control measures may be circumvented or may fail and the OWNER does not warrant or guarantee the effectiveness of the measures undertaken to prohibit unauthorized access.
37. **COVENANT OR CONDITION WAIVER:** The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance.
38. **BANKRUPTCY AND OTHER LEGAL PROCEEDINGS:** In the event the OCCUPANT should file a voluntary petition in bankruptcy or if the OCCUPANT becomes subject to any other type of legal action or proceeding where the right to occupy the storage space/unit is an issue, the OCCUPANT agrees to notify the OWNER in writing within three (3) days via certified mail return receipt requested to the address shown on the reverse side of this agreement. OWNER shall have the right to recourse against the OCCUPANT to the fullest extent allowed by law. The filing of bankruptcy does not automatically void this agreement.
39. **ATTORNEY'S FEES, COSTS, AND THIRD PARTY COLLECTIONS:** In the event any legal action is instituted, or other legal proceedings are taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the storage space/unit for any default or breach of this agreement by OCCUPANT, OCCUPANT shall pay OWNER'S reasonable attorneys' fees, costs and expenses. In the event of default OCCUPANT agrees that the OWNER has right to provide a third party collections agency with the OCCUPANT'S contact information and any other information that may be requested by a third party collection agency to collect rent and/or other charges incurred by the OWNER under this agreement. The OCCUPANT will also be responsible to pay any associated costs that are incurred by the third party collection agency to collect the monies owed.
40. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.
41. **NUMBER AND GENDER:** This agreement shall be reviewed and negotiated. The OCCUPANT shall include the plural and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.
42. **CONSTRUCTION:** This agreement has been reviewed and negotiated. The OCCUPANT has had the opportunity to consult with legal counsel of his/her choosing prior to execution of this agreement. OCCUPANT agrees this agreement shall not be construed for or against either OWNER or OCCUPANT.
43. **SEVERABILITY:** In the event that any of the provisions of portions thereof of this agreement are held to be unenforceable, invalid, void or illegal, by any court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions or portions hereof shall not be affected or impaired thereby.
44. **NOTICES, CORRESPONDENCE AND PERMISSION TO COMMUNICATE:** By signing this agreement, (a) OCCUPANT has been informed that notification by electronic mail (e-mail) is an authorized means of communication under Ohio Revised Code and, (b) OCCUPANT consents to be contacted using electronic mail (e-mail). Further, OCCUPANT agrees all notices, correspondence and/or other communications, including, but not limited to, changes to OCCUPANT'S mailing address, electronic mail (e-mail), and/or phone number and any changes in the files or secured interests on OCCUPANT'S stored property, and/or change(s) to any other OCCUPANT information provided in this agreement, will be delivered to OWNER, in writing, within five (5) days of the change. These notices, correspondence and/or other communications, shall be delivered to OWNER'S mailing address listed on the reverse side of this agreement via personal delivery during the OWNER'S normal business hours, or by certified mail, postage prepaid, return receipt requested, or by a commercial overnight courier that provides a receipt of delivery. OCCUPANT recognizes that OWNER and OCCUPANT are entering into a business relationship as OWNER and OCCUPANT. Written notices, and marketing and/or business-related communications from OWNER to OCCUPANT, unless required by law, may be made or sent (a) by phone or text (including automated calls and texts), (b) by first class mail, (c) by fax, (d) using social media, or (e) by e-mail. All such notices, correspondence and other communications from OWNER to OCCUPANT, including, but not limited to, rate changes, late notices and/or notices of final sale, will be made or sent to the OCCUPANT'S last known mailing address, phone number(s) or e-mail address(es) provided in this agreement or to another mailing address, phone number or e-mail address provided by OCCUPANT in a subsequent written notification to OWNER. OCCUPANT acknowledges they have been informed of notification by electronic mail (e-mail) as an authorized means of communication under Ohio Revised Code and consent to be contacted by electronic mail (e-mail).
45. **VALUE LIMIT:** OCCUPANT agrees not to store personal property with a total value in excess of \$1,000.00 without prior written consent of OWNER, which consent may be withheld in OWNER'S sole discretion and, if such written consent is not obtained, the total value of OCCUPANT'S personal property shall be deemed not to exceed \$1,000.00. OCCUPANT further agrees the maximum liability of OWNER to OCCUPANT for any claim or suit by OCCUPANT, including but not limited to any suit that alleges wrongful or improper foreclosure or sale of the contents of a storage space/unit, is \$1,000.00. Nothing in this section shall be deemed to create any liability on the part of the OWNER to OCCUPANT for any loss or damage to OCCUPANT'S personal property, regardless of cause.
46. **MILITARY SERVICE MEMBER:** The OCCUPANT must disclose in writing if they are currently a member, becoming a member or no longer is a member of the armed forces, a reserve branch of the armed forces, or the National Guard during the term of this agreement. The OCCUPANT shall also inform the OWNER in writing if you are transferred or deployed overseas on an active duty military assignment. The OWNER will rely on this information to determine the applicability of the Service Members Civil Relief Act.
47. **EMOTIONAL LOSS:** OCCUPANT agrees not to store collectibles, heirlooms, jewelry, works of art or any personal property having special or sentimental value to OCCUPANT. Nothing herein shall constitute any agreement or admission by the OWNER that OCCUPANT'S stored personal property has any value. OWNER shall not be liable for any loss occasioned by or resulting from emotional distress.
48. **SNOW REMOVAL:** In the event of snow, OWNER only clears common drive and parking lots. OWNER may restrict access to FACILITY during snow event and up to 48 hours after snow event to remove/push snow. OCCUPANT may not enter storage space/unit until the snowfall has been plowed and melted. If OCCUPANT requires access to personal property after a snow event, OCCUPANT must contact office to make special arrangements. RV/Boat/Camper are not cleared of snow and are static storage spaces throughout the winter season. Please contact the office at (330) 892-2575 if assistance is needed.
49. **AMENDMENT:** The OCCUPANT agrees to comply with the rules and regulations of the OWNER, and further agrees the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time, but no longer than 30 days, following notification of such amendments.
50. **ENTIRE AGREEMENT:** This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto.



**NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY
SERVICE PROVIDER VOIP CONTRACT**

Contract Number: 048454-VOIP-2325

This agreement for the provision of IP Telephony service ("Agreement") is entered between the Northeast Ohio Network for Educational Technology (a program of the Metropolitan Regional Service Council) (Provider") and Medina County ESC ("Customer"), as verified by the signatures on the signature page below.

WHEREAS, Provider is an Information Technology Center ("ITC") organized as a Regional Council of Governments and operating as part of the Ohio Education Computer Network ("OECN"), which has been established by the State of Ohio to provide communications and other technology services to public schools and other authorized user entities; and

WHEREAS, the Customer is an eligible educational entity in the State of Ohio, and;

WHEREAS, the Provider through its technology center desires to provide to Customer and Customer desires to secure from Providers the Services detailed in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. DEFINITIONS:

As used in this Agreement the following terms shall be defined as follows:

"Parties" shall mean the Customer and Provider collectively.

"Services" shall mean all of the duties and ministrations listed in Article III Performance of this Agreement and included on Schedule 1.

"User" shall mean a school or person authorized by a Customer to make use of the data services or equipment secured by Customer from Provider by this Agreement.

II. TERM AND TERMINATION

- A. This Agreement is effective for all services covered herein for the period of 07/01/2023 through 06/30/2025.
- B. Services provided through this Agreement will end 06/30/2025
- C. Upon a termination of the Agreement by the Customer prior to the end of the stated term, the Customer agrees to pay Provider for contractual obligations incurred by the Provider on behalf of Customer for the original three (3) year contract period.
- D. Provider reserves the right to discontinue Customer's access to the Provider's Service, terminate this Agreement and/or seek other legal or equitable relief for use of the Service that Provider deems to be in violation of the rules and regulations of the Ohio

State Board of Education or any other state or federal agency; or in violation of this Agreement; or local, state or federal, or international law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the Provider's network and public networks including unauthorized access to the Internet.

III. SERVICE PERFORMANCE

- A. Provider shall furnish Customer IP Telephony services on a 24-hour-per-day, 7 day-per-week basis, and as further described in attached Exhibit A.
- B. Provider shall be responsible for the maintenance of the Service and any Provider-owned service equipment located on Customer premises ("Service Equipment"). Provider and its agents shall have the right at any time during normal business hours and with advanced notice to enter the Customer's premises (complying with the Customer's visitors policy) for the purpose of maintaining, inspecting, and testing the Service Equipment. Provider shall have the right to charge the Customer costs and expenses incurred in identifying and correcting any failure in Customer's facilities or equipment, or in repairing or replacing Provider's Service Equipment which has been damaged or rendered inoperable by reason of the Customer's actions or omissions, or the failure or inadequacy of Customer's equipment.

IV. CHARGES AND PAYMENT

- A. The price of this service for each of three (3) periods shall be the annual contract price for the service as prescribed in Schedule 1-a.
- B. Customer agrees to be solely responsible to Provider for all charges set forth on Schedule 1-a for the duration of the Agreement, regardless of the approval, denial and/or receipt of E-rate funding.
- C. Charges for the Services provided under this Agreement will be billed to Customer on an annual basis.
- D. Payment of all invoices sent shall be due within thirty (30) days of the invoice date.
- E. Late payments shall be subject to a service charge of one and one half percent (1 1/2%) of any and all unpaid balance unless expressly waived by the Provider in writing. Provider may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for full payment. If the Customer's Service is suspended, Provider may charge a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to amounts due for unpaid balances and/or the above described service charges.

V. FORCE MAJEURE

Provider shall not be liable for any damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users. Provider shall not be liable for failure to perform if such failure is caused by acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage,

riots, or civil disturbances, failure of a utility or utility type service which is essential to the Provider's Service or other event(s) not reasonably within the control of the Provider.

VI. WARRANTIES AND LIMITATIONS ON LIABILITY

- A. The following defines Provider's entire liability with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; with respect to any errors, omissions, or negligence of Customer, its personnel, employees, agents or users; and any representations, statements, or tortious act or omission including negligence or gross negligence arising under or in connection with this Agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default"). Provider shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation), including loss of profits, goodwill, revenue, data, or use, incurred by Customer or by any third party whether in an action in contract or tort, even if such damages were foreseeable or Provider had been advised of the possibility of such damages. Provider, from time to time, will be requested to provide consultation related to Service described within this Agreement. Provider will use reasonable efforts in this regard. Customer acknowledges and agrees that the limitation of liability shall apply to such consultation. Without derogating from the other provisions of this section and this Agreement, Provider's liability for damages for breach of this Agreement shall in no event exceed the amounts received by Provider under this Agreement.
- B. Customer warrants and represents that it will only utilize the Services provided for educational and educational administrative related activities on its premises.
- C. Provider reserves the right to discontinue Customer's access to the Provider's network and/or seek other legal or equitable relief for use of the Services that Provider deems to be in violation of the rules and regulations of any state or federal agency; or in violation of this Agreement; or in violation of municipal, state, federal or international law.

VII. INDEMNIFICATION

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

VIII. TITLE AND OWNERSHIP

- A. Title to the Service Equipment shall irrevocably and under all circumstances remain with the Provider and its designees, and the Customer will take no action to knowingly compromise the rights, title, and interest of the Provider. The Customer's interest in the Services and Service Equipment is limited to non-exclusive use thereof on the Customer's premises.
- B. All written procedures and similar items utilized or developed in connection with this Agreement, residing with Providers, are not to be considered the property of Customer.

IX. CONFIDENTIALITY OF INFORMATION

- A. Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information furnished by Customer.
- B. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.
- C. Except as required by law including but not limited to the Ohio public records laws, Customer agrees not to disclose any information or documentation obtained from Provider.

X. NOTICES

- A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by regular mail or other express delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

- 1. If to Provider:

Name: Matthew Gdovin
Address: 700 Graham Road
City/State/Zip: Cuyahoga Falls / Ohio / 44221
Phone: 330-926-3902
Facsimile: 330-926-3901
E-mail: Gdovin@neonet.org

- 2. If to Customer:

Name: Denise Valerio
Address: 124 W Washington St
City/State/Zip: Medina / OH / 44256
Phone:

XI. GENERAL PROVISIONS

- A. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives. Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld.
- B. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.
- C. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.

- D. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.
- E. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.
- F. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.
- G. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.
- H. **Construction.** This Agreement and its validity, interpretation and effect shall be construed in accordance with and governed by the laws of the State of Ohio. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine and neuter genders include one another.
- I. **Compliance with Law.** Each Party agrees to comply with all local, state, and federal governmental laws and regulations applicable to the Services contemplated by this Agreement. To the extent that Customer seeks Provider's assistance with SLD inquiries with respect to FCC and E-Rate compliance requirements, Customer agrees to provide Provider copies of all SLD PIA inquiries within 3 days of receipt. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.
- J. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The Parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the Parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

Exhibit A

IP TELEPHONY SERVICES

This exhibit is hereby made part of the IP Telephony Services Agreement (the "Agreement") entered between Provider and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

Charges will be incurred for only those Services for which a charge is shown below. Services will be rendered for the period of the Agreement unless otherwise stated below.

1. Services

The Services provided and their attendant costs are set forth on Schedule 1-a attached hereto and incorporated herein by reference.

2. Provider's Obligations

- a) Provider will plan and coordinate all activities incidental to the implementation of the IP Telephony connection.
- b) Provider will assume all responsibilities for the physical IP Telephony system.

3. Customer's Obligations

- a) Customer agrees to comply with equipment specifications defined by the provider for all components integral to the IP Telephony service.
- b) Customer will supply Provider with appropriate and sufficient space and electrical power to facilitate the IP Telephony service.

Schedule 1-a

Summary of Costs

This exhibit is hereby made a part of the Agreement by and between Provider and the Customer. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Provider will render Service to support a minimum of phones and voicemail as described in the details below. Increases in support are available up to a maximum 10% of phones at \$35.00 per year per additional phone.

| Product name | Product or service description | Price | Quantity | Sum |
|-------------------------------------|--|--------------|-----------------|------------------|
| Annual Recurring Costs | | | | 4,279.86 |
| Hosted Voice Service | Hosted voice service with support and upgrades - annual | 29.00 | 38 | 1,102.00 |
| Hosted Voice Mail Service | Hosted voice mail service with support and upgrades - annual | 18.37 | 38 | 698.06 |
| Adds - Moves - Changes | Adds moves and changes for phone service. - annual. | 2.10 | 38 | 79.80 |
| SIP Service | Monthly SIP services with unlimited local and long-distance minutes. | 200.00 | 12 | 2,400.00 |
| Subheading subtotal: | | | | 4,279.86 |
| One Time Costs | | | | 15,710.45 |
| Network Consulting Services - Daily | Network Consulting - 1 Engineer 8 hours | 1,000.00 | 8 | 8,000.00 |
| CP-7841-K9= | Cisco UC Phone 7841 | 427.13 | 38 | 5,680.83 |
| ISR4331-VSEC/K9 | Refurbished Cisco ISR 4331 Bundle with UC & Sec Lic. PVDM4-32, CUBE-10 | 9,645.00 | 1 | 1,639.65 |
| SNTC-8X5XNBD Cisco ISR 4321 UC | SNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVDM4-32, UC License | 541.63 | 1 | 389.97 |
| Subheading subtotal: | | | | 15,710.45 |
| Total (USD): | | | | 19,990.31 |

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer to this Agreement and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER: **Medina County ESC**

Signature of Authorized Customer Representative

Date

Printed name of Authorized Customer Representative

Signature of Authorized Customer Representative

Date

PROVIDER: **Northeast Ohio Network for Educational Technology**

Signature of Officer or Manager for the Provider

Date

Matthew Gdovin

Printed name of Officer or Manager for the Provider

SC Strategic Solutions

Enhancement Request

| | | | |
|-----------------------|----------------------|-----------------|----------|
| Client Name: | ESC of Medina County | Requested Date: | 5/4/2023 |
| Requested By: | Matthew Gregory | | |
| Enhancement to: ESCMC | | | |

Description of Upgrade:

Effective Date of this Enhancement will be 7/1/2023

☐ HR Onboarding Module ☐ Form Campaigns Module ☐ eSignatures Module

HR Onboarding Module**\$2,500 per year**

- Streamline onboarding through SCView
- Paperless and self-service, so employees can dive in on their first day
- Easy setup with customizable preboarding packages per job type or category
- Route documents to adaptable workflows for processing
- Onboard Employees with digital signature
- Give your employees a home for all new-hire documentation

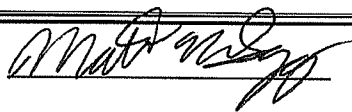
Form Campaign Module**\$1,000 per year**

- This module will allow for use of SCView to send out electronic forms through an easy to manage campaign. Use of this is unlimited and can be used to nearly any capacity (Student Services, Human Resources, Treasurer's Office). This module will allow for the ability to send out contracts and salary notices. Contracts can be tracked for signatures and automatically archived within SCView.

eSignatures Module**\$1,000 per year**

- Requesting e-signatures is as simple as sending an email.
- Save time, cut costs, with secure, legally-binding e-signature
- Manage multiple e-signatures with our intuitive dashboard
- View real time updates when someone view, signs or declines a document
- All documents are automatically archived in the SCView document imaging repository

Client Approval to
Complete Request:



Date:

5/4/23

SCSS Signature

Accepting Request

Date:

*This Enhancement Request will become part of the existing agreement as if fully written therein. All other terms, conditions, deliverable, or charges not revised herein, will remain in effect as stated in the original agreement.

May 19, 2023

Waiver Agreement

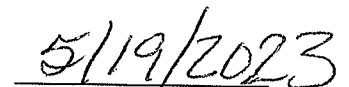
This agreement is entered into voluntarily between the Educational Service Center of Medina County (hereafter referred to as ESC) and Molly O'Connor. The agreement is entered into regarding the incident of the ESC Vehicle occurrence at the Medina City School Bus Garage Parking Lot.

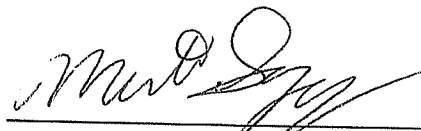
The ESC hereby agrees to reimburse Medina Collision Center in the total amount of \$1,187.00 (including the repair, excluding tax).

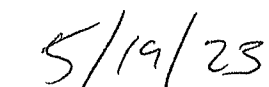
This agreement expressly denies any fault on the part of the ESC. The ESC and Molly O'Connor enter this agreement voluntarily. By signing this agreement the ESC and Molly O'Connor hereby agree that the ESC holds no fault in this incident.

By voluntarily signing this agreement Molly O'Connor and any and all heirs, assigns or representatives hereby release the Board, its members and employees, representatives and insurers from any and all claims, damages, injuries or other loss related to this specific incident.


Molly O'Connor (Signature)


Date


ESC Representative


Date