

EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY
Regular Meeting of April 20, 2023
124 West Washington Street, Medina, Ohio

CALL TO ORDER

President Weglewski called the meeting to order at 6:00 p.m.

ROLL CALL

The following members were present for the roll call: Dr. Clarke, Mr. Consiglio, Mr. Ravanelli, and Mrs. Weglewski.

23-04-63 Motion by Mr. Consiglio and seconded by Dr. Clarke to approve the minutes of the March 27, 2023 Regular board meeting as presented.

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

RECOGNITION OF VISITORS- Maeve McGinnis

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.

FRANKLIN B. WALTER PRESENTATION

Maeve McGinnis-Brunswick City School District

TREASURER'S REPORT – Treasurer Gregory

- A. Fund Statement – March 2023
- B. Reconciliation – March 2023
- C. Investment Review and Redtree Report– March 2023
- D. List of Bills Paid – March 2023.
- E. Document Scanning/SC View
- F. Next Governing Board Meeting – May 22, 2023 - Seville

SUPERINTENDENT'S REPORT

- A. Meetings Attended
- B. Building Update

BOARD MEMBERS' REPORTS

- A. Legislative Liaison – No report
- B. Student Achievement Liaison –No report
- C. Policy Committee – Mr. Matson and Mrs. Weglewski updated the board about the first policy readings.
- D. Business Advisory Council – Dr. Clarke updated the board that the council met and discussed the different events the BAC coordinates between all of the Medina County Schools.

POLICY

First reading of the following policies:

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

PERSONNEL ITEMS

Motion by Dr. Clarke and seconded by Mr. Consiglio to approve resolution numbers 23-04-64, 23-04-65, 23-04-66.

NEW BUSINESS AND SUPERINTENDENT'S RECOMMENDATIONS

23-04-64 Adoption of the substitute list addendum for the 2022-2023 school year. (Attachment A)

23-04-65 Approve the following change for the 2022-2023 school year.
1. Chelcey Booker, Behavior Technician, from a start date of December 7 to November 29.

23-04-66 Approve the following resignations for the 2022-2023 school year:
1. Dixie Casal, Gifted Intervention Specialist, effective June 2, 2023.
2. Mary Findley, Education Aide, effective December 16, 2022.
3. Lorene Riley, RN, effective April 6, 2023.
4. Cari Wiley, HR Director, effective April 30, 2023.
5. Gloria Schultz, Treasurer's Assistant, for the purpose of retirement, effective June 30, 2023 and application of severance payment, effective August 1, 2023.

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

ACTION ITEMS

23-04-67 Motion by Mr. Ravanelli and seconded by Mr. Consiglio to approve the salary recommendations for the fiscal year 2023-2024. (Attachment B)

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

23-04-68 Motion by Dr. Clarke and seconded by Mr. Ravanelli to implement a Reduction in Force of Nonteaching Employees

WHEREAS, pursuant to Revised Code Chapter 3319.172, 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 contracting for services outside the ESC; and

WHEREAS, the Board wishes to implement a reasonable reduction in force in the classification of custodians due to contracting service with outside provider.

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

Eric Smith

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

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

23-04-69 Motion by Mrs. Weglewski, and seconded by Mr. Consiglio to approve the job description for Director of Professional Learning, Gifted, and Community Partnerships as presented. (Attachment C)

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

23-04-70 Motion by Mrs. Weglewski, and seconded by Mr. Consiglio to approve the job description for Director of Student Services as presented. (Attachment D)

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

23-04-71 Motion by Mr. Ravanelli and seconded by Mr. Consiglio to approve the PSW service agreement for \$13,726.00 as presented (Attachment E)

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

23-04-72 Motion by Mrs. Weglewski and seconded by Mr. Consiglio to approve the service agreement with Mark's Cleaning Service for \$27,400.00 effective July 1, 2023 through June 30, 2024. (Attachment F)

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

23-04-73 Motion by Dr. Clarke and seconded by Mr. Ravanelli to accept the following donations:

Mann Down Enterprises, Inc.	Visual Arts Festival	\$300.00
George and Mary Marg Marquis	Visual Arts Festival	\$300.00
Hollo's Papercraft, Inc.	Visual Arts Festival	\$50.00

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

23-04-74 Motion by Mrs. Weglewski and seconded by Dr. Clarke to approve the salary increase of 3% for the Superintendent for the 2023-2024 school year.


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

ADJOURNMENT

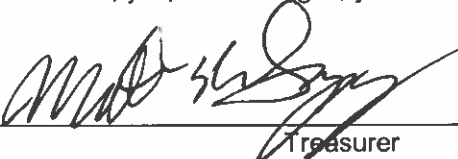
Motion by Mr. Ravanelli seconded by Mrs. Weglewski to adjourn the meeting at 6:27 p.m.

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

Minutes Approved:



President



Treasurer

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

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

Substitute/Tutor Listing - All Districts

Substitute

Gabrielle Derrig

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" 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		Education Degree - Unlimited			PK-12	6/30/2023

Dusty Merkys

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
5 Year Substitute Multi-Age P		Education Degree - Unlimited			PK-12	6/30/2024

Natasha Papuga

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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
5 Year Long Term Sub License		Adolescence to Young Adult			7-12	6/30/2024
5 Year Long Term Sub License		Earth Sciences			7-12	6/30/2024

Melissa Priddy

Change Notes: SubSkills Training waived for 2022-23 school year

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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

Substitute/Tutor Listing - All Districts

Shannon Raymer-Kuhel

Change Notes: SubSkills Training waived for 2022-23 school year

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" 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

W. Eric Wentz

Change Notes: SubSkills Training waived for 2022-23 school year

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
5 Year Substitute Multi-Age P		General Substitute			PK-12	6/30/2027

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

Attachment B

GROUP	NAME	POSITION	CURRENT SALARY/RATE	% RAISE	2023-2024 SALARY/RATE	EST DAYS	EST HOURS
Admin	Hlasko, Robert	Superintendent	\$143,221.50	TBD	TBD	260	8
Governing Board will approve Robert Hlasko's salary increase in a separate motion, on here for informational purposes.							
Admin	Hogue, Lori	Director Of Nursing Services	\$82,983.99	3%	\$85,473.51	200	8
Admin	Johnson, April	Transportation Supervisor	\$23.06	3%	\$23.75	262	8
Admin	Krauss, Rachel	Director of Student Services	\$97,500.00	17.95%	\$115,000.00	262	8
Admin	Sullivan, James	Regional Pre-Service Bus Driver Instructor	\$68,495.00	3%	\$70,549.85	262	8
Admin	Valerio, Denise	Technology Director	\$35.77	3%	\$36.84	135	8
Admin	Yonker, Jacinda	Curriculum & Gifted Director	\$102,159.61	3%	\$105,224.40	262	8
Aide	Deluca, Jennifer	Educational Aide	\$15.25	3%	\$15.71	179	6.5
Aide	Herman, Tiffany	Educational Aide	\$15.25	3%	\$15.71	179	6.5
Aide	Norton, Andrew	Educational Aide	\$15.25	3%	\$15.71	179	6.5
Aide	Peters, Hollie	Educational Aide	\$15.25	3%	\$15.71	179	6.5
Aide	Szabo, Chelsey	Educational Aide	\$15.25	3%	\$15.71	80	6.5
Aide	Waite, Emilee	Educational Aide	\$15.25	3%	\$16.33	179	6.5
Aide	Walter, Sharon	Educational Aide	\$15.85	3%	\$16.33	179	6.5
Clerical	Gannon, Jennifer	Administrative Assistant	\$19.62	7.03%	\$21.00	262	8
Clerical	Griffith, Victoria	Administrative Assistant	\$26.00	3%	\$26.78	262	8
Clerical	Sailer, Janelle	Administrative Assistant	\$22.19	3%	\$22.86	262	8
Clerical	West, Lisa	Secretary - Transportation	\$16.97	6.07%	\$18.00	262	8
Clerical	Zacharias, Brenda	Secretary - As needed	\$14.85	14.48%	\$17.00	N/A	N/A
Clerical	Zacharias, Keturah	Secretary	\$16.87	0.77%	\$17.00	228	4.5
Fine Arts	Gerspacher, Denise	College & Career Fair	\$43.70	N/A	\$43.70	N/A	N/A
Fine Arts	Haberkorn, Pamela	Fair Honors Ensembles	\$1,050.00	N/A	\$1,050.00	N/A	N/A
Fine Arts	Haberkorn, Pamela	Solo & Ensemble Asst. Coordinator	\$950.00	N/A	\$950.00	N/A	N/A
Fine Arts	King, Gregory	Solo & Ensemble Coordinator	\$1,000.00	N/A	\$1,000.00	N/A	N/A
Fine Arts	McClintock, Michael	Fair Honors Coordinator	\$3,000.00	N/A	\$3,000.00	N/A	N/A
Fine Arts	Wise, Patricia	Medina Hospital Arts Project Coord	\$675.00	N/A	\$675.00	N/A	N/A
Fine Arts	Wise, Patricia	Visual Arts Festival Coordinator	\$675.00	N/A	\$675.00	N/A	N/A
Librarian	Stilla, Jamie	School Librarian	\$60,000.00	3%	\$61,800.00	184	8
Gifted	Williams, Becky	Gifted Coordinator	\$47.00	3%	\$48.41	120	8
MCCC	Banks, Heather	Educational Aide	\$17.00	3.25%	\$17.55	181	5.5
MCCC	Baran, George	Study Hall Aide	\$14.65	3.25%	\$15.13	181	5
MCCC	Barrett, Kelly	Educational Aide	\$20.00	3.25%	\$20.65	181	5.5
MCCC	Carey Jr., Thomas	Educational Aide	\$17.51	3.25%	\$18.08	181	5.5
MCCC	Conley-Wojdacz, Michele	Study Hall Aide	\$14.65	3.25%	\$15.13	181	4.5
MCCC	Forney, Richard	Testing Coord	\$40.63	3.25%	\$41.95	up to 150	
MCCC	Gaines, Jennifer	Student Tutor	\$34.38	3.25%	\$35.50	181	6

MCCC	Moxley Mary K.	Testing Support	\$38.83	3.25%	\$40.09	up to 250	
MCCC	Kinney, Sara	Educational Aide	\$18.87	3.25%	\$19.48	181	6
MCCC	Klebs, Gina	Student Tutor	\$32.47	3.25%	\$33.53	181	6
MCCC	Malkus, Katie	Student Tutor	\$34.99	3.25%	\$36.13	181	6
MCCC	Milewski, Rebecca	Educational Aide	\$17.00	3.25%	\$17.55	181	6
MCCC	Patek, Kristine	Student Tutor	\$35.69	3.25%	\$36.85	181	6
MCCC	Podolak, Christina	Educational Aide	\$17.00	3.25%	\$17.55	181	6
MCCC	Scerba, Michelle	Educational Aide	\$17.95	3.25%	\$18.53	181	6
MCCC	Shaw, Krista	Paraprofessional/Van Driver	\$18.41	3.25%	\$19.01	181	5.5
MCCC	Stout, Holly	Educational Aide	\$17.00	3.25%	\$17.55	181	5.5
MCCC	Sullivan, Amy	Educational Aide	\$19.18	3.25%	\$19.80	181	5.5
MCCC	Toney, Kari	Educational Aide	\$17.00	3.25%	\$17.55	181	5.75
MCCC	Upson, Christopher	Educational Aide	\$17.00	3.25%	\$17.55	181	6
MCCC	West, Sarah	Educational Aide	\$17.95	3.25%	\$18.53	181	5
MCCC	White, Samantha	Educational Aide	\$17.95	3.25%	\$18.53	181	5.5
Medina	Askea, Emily	Transition Specialist	\$54,729.52	2%	\$55,824.11	184	8
Medina	Dean, Kayla	Transition to Work Specialist	\$48,000.00	2%	\$48,960.00	184	7.5
Medina	Hlatzos, Procopios	Lead Technician	\$26.66	2%	\$27.19	262	8
Medina	Hovorka, John	Senior Technician	\$25.50	2%	\$26.01	262	8
Medina	Keith, Gary	Technician	\$22.24	2%	\$22.68	262	8
Northside Christi	Farello, Theresa	School Counselor	\$60.72	N/A	\$60.72		
Nursing	Algie, Samantha	RN	\$23.00	3%	\$23.69	179	5.75
Nursing	Bartuccio, Melissa	LPN	\$21.00	3%	\$21.63	185	7
Nursing	Dunlap, Sara	RN	\$23.00	3%	\$23.69	183	5.5
Nursing	Dunnings, Shawnelle	Health Aide	\$14.50	3%	\$14.94		5
Nursing	Duvall, Brittany	LPN	\$18.00	3%	\$18.54		5.5
Nursing	Duvall, Brittany	Berea LPN	\$21.00	3%	\$21.63		7
Nursing	Elkevitzh, Nicole	LPN	\$18.75	3%	\$19.31	150	6
Nursing	Evans, Candy	RN	\$24.00	3%	\$24.72	185	7
Nursing	Ferrell, Barbara	RN/Communicable Disease District Liaison	\$39,056.00	3%	\$40,227.68	200	8
Nursing	Germano, Sarah	Permanent SUB RN	\$24.00	3%	\$24.72		
Nursing	High, Nicole	Health Aide	\$15.50	3%	\$15.97	183	5.5
Nursing	Highsmith, Alecia	Assistant to the Director of Nursing	\$21.35	3%	\$21.99	200	8
Nursing	Hood, Felisha	Health Aide	\$15.75	3%	\$16.22	107	7.5
Nursing	Hopek, Nicole	RN	\$33.00	3%	\$33.99	181	8
Nursing	Malinak, Carrie	RN	\$29.87	3%	\$30.77	180	7.5
Nursing	Mendel, Gina	RN	\$23.94	3%	\$24.66		4.5
Nursing	Miu, Erin	LPN	\$21.00	3%	\$21.63		7
Nursing	Nowak, Janin	LPN	\$18.00	3%	\$18.54		6
Nursing	Osborne, Brittney	LPN	\$18.75	3%	\$19.31		7.5
Nursing	Osiecki, Angela	RN	\$23.75	3%	\$24.46	91	6.75
Nursing	Pardue, Shannon	RN 1:1	\$30.90	3%	\$31.83		5.5
Nursing	Plovarchy, Tara	RN	\$23.82	3%	\$24.53	89	6.75
Nursing	Popovich, Lisa	LPN	\$18.75	3%	\$19.31		7

Nursing	Price, Linda	LPN		\$21.00	3%	\$21.63		7
Nursing	Riley, Lorene	RN		\$24.00	3%	\$24.72	185	7
Nursing	Sebile, Kristen	LPN		\$19.00	3%	\$19.57		6
Nursing	Strick, Adriana	Health Aide		\$16.50	3%	\$17.00		7
Nursing	Tyler, Shalise	Health Aide		\$16.50	3%	\$17.00		7
Nursing	Venere Christine	LPN		\$19.44	3%	\$20.02		5.5
Nursing	Walker, Nicole	LPN		\$21.00	3%	\$21.63		7
Nursing	Watson, Kathleen	1:1 RN - Twinsburg		\$31.83	3%	\$32.78		5
Projects	Gerspacher, Denise	NCSSA Sub Orientation Trainer		\$42.00	N/A		N/A	N/A
Projects	Gerspacher, Denise	Sub Teacher Trainer		\$42.00	N/A		N/A	N/A
Projects	Melvin, Mary Anne	Sub Teacher Trainer		\$42.00	N/A		N/A	N/A
Projects	Melvin, Mary Anne	NCSSA Sub Orientation Trainer		\$42.00	N/A		N/A	N/A
Projects	Moxley Mary K.	NCSSA Sub Orientation Trainer		\$42.00	N/A		N/A	N/A
Projects	Moxley Mary K.	Parapro Testing		\$35.00	N/A		N/A	N/A
Projects	Moxley Mary K.	Special Projects		\$35.00	N/A		N/A	N/A
Projects	Moxley Mary K.	Sub Teacher Trainer		\$42.00	N/A		N/A	N/A
Projects	Tomashefski, Kimberley	NCSSA Sub Orientation Trainer		\$42.00	N/A		N/A	N/A
Projects	Tomashefski, Kimberley	Sub Teacher Trainer		\$42.00	N/A		N/A	N/A
Projects	Tomashefski, Kimberley	Online ed2go Grading		\$42.00	N/A		N/A	N/A
RISE	Anderson, Laura	RISE Intervention Specialist		\$45,000.00	3%	\$46,350.00	184	7.5
RISE	Baker, Christina	Behavior Specialist		\$62,500.00	3%	\$64,375.00	184	8
Special Ed	Bissonette, Hannah	ASL Interpreter		\$24.00	3%	\$24.72	178	7
Special Ed	Booker, Chelbey	Behavior Technician		\$25.00	3%	\$25.75	180	7.5
Special Ed	Czerwony, Korrie	Behavior Technician		\$25.00	3%	\$25.75	180	7.5
RISE	Davis, Amanda	Intervention Specialist		\$45,000.00	3%	\$46,350.00	184	7.5
Special Ed	Fago, Felicia	Project Search Instructor		\$45,346.27	3%	\$46,706.66	184	8
Special Ed	Girardi, Jennifer	Behavior Technician		\$26.52	3%	\$27.32	180	7.5
Special Ed	Hibinger, Lindsay	Behavior Specialist		\$55,000.00	3%	\$56,650.00	184	8
Special Ed	Hunkler, Jessica	Behavior Specialist		\$60,000.00	3%	\$61,800.00	184	8
RISE	Kaptein, Heather	RISE Behavior Specialist		\$55,000.00	3%	\$56,650.00	184	8
Special Ed	Lewis, Jennifer	ASL Interpreter		\$25.39	3%	\$26.15	180	6.5
Special Ed	Lockhart, Kelly	School Psychologist		\$54.91	3%	\$56.56		
Special Ed	Luyster, Samantha	Mental Health Liaison		\$65,000.00	3%	\$66,950.00	190	8
Special Ed	Madar, Kali	Behavior Technician		\$25.00	3%	\$25.75	180	7.5
Special Ed	Martinez, Brianna	Behavior Technician		\$25.75	3%	\$26.52	180	7.5
Special Ed	McDaniel, Molly	Behavior Technician		\$25.75	3%	\$26.52	180	7.5
Special Ed	Mendel, Cheryl	Parent Mentor (Grant)		\$25.00		\$25.00		
RISE	Mollohan, Meghan	Behavior Technician		\$26.79	3%	\$27.59	180	7.5
Special Ed	Molten Horst, Lauren	Behavior Specialist		\$55,204.15	3%	\$56,860.27	184	8
Special Ed	O'Connor, Katherine	Behavior Specialist		\$50,000.00	3%	\$51,500.00	184	8
Special Ed	Ohlemacher Renee	School Based Mental Health Liaison		\$69,009.65	3%	\$71,079.94	203	8
Special Ed	Ricciuti, Melissa	Behavior Technician		\$27.47	3%	\$28.29	180	7.5
RISE	Riggi, Lauren	Substitute Intervention Specialist		\$43,000.00	3%	\$44,290.00	184	7.5
Special Ed	Sanders, Stephanie	Behavior Specialist		\$51,000.00	3%	\$52,530.00	190	8
Special Ed	Scott, Skylynn	Behavior Technician		\$20.60	3%	\$21.22		3.5

Special Ed	Secaur, Tracy	Behavior Specialist	\$61,800.00	3%	\$63,654.00	190	8
Special Ed	Shevel, Cynthia	Reading Specialist	\$48,000.00	3%	\$49,440.00	184	7.5
Special Ed	Stringer, Kamie	Behavior Specialist	\$52,000.00	3%	\$53,560.00	184	8
Special Ed	Symons, Patricia	Mental Health Liaison	\$65,000.00	3%	\$66,950.00	190	8
Special Ed	Theberge, Brittany	BCBA/Behavior Specialist	\$60,000.00	3%	\$61,800.00	186	8
Special Ed	Valerio, Cassandra	Behavior Technician	\$25.00	3%	\$25.75	180	7.5
Special Ed	Vestal, Amanda	Behavior Specialist	\$55,000.00	3%	\$56,650.00	190	8
RISE	Walker, Michael	Teacher	\$39,000.00	3%	\$40,170.00	184	7.5
RISE	Wester, Amy	Family Liaison	\$56,500.00	3%	\$58,195.00	184	8
Special Ed	Wilbraham, Jessica	Teacher Of The Deaf	\$48,801.40	3%	\$50,265.44	184	7.5
Trans	Dimit, Gary	Van Driver	\$15.25	3%	\$15.71		
Trans	Lang, Brenda	Van Driver/Aide	\$14.25	3%	\$14.68		
Trans	Metzger, George	Van Driver	\$15.25	3%	\$15.71		
Trans	Mowery, Kathleen	Van Aide	\$14.25	3%	\$14.68		
Trans	Nowell, Roger	Courier	\$13.00	3%	\$13.39	197	5.5
Trans	Robertson, Charles	Van Driver	\$15.25	3%	\$15.71		
Trans	Rogers, Bradway	Van Driver	\$15.25	3%	\$15.71		
Trans	Storey, Cheryl	Van Driver	\$15.25	3%	\$15.71		
Trans	Wheeler, Jeanne	Van Driver	\$15.25	3%	\$15.71		
Treasurers	Gregory, Matthew	Treasurer	\$100,940.00	7.98%	\$109,000.00	262	8
Matthew Gregory's salary board approved in February of 2023, on here for informational purposes.							
Treasurers	Johnsen, Tiffany	Treasurer's Assistant - Payroll	\$27.33	9.76%	\$30.00	262	8
Treasurers	Schultz, Gloria	Treasurer's Assistant - A/P A/R	\$24.46	3%	\$25.19	262	8
Virtual Academy	Evans, Katharine	Teacher Language Arts	\$38,625.00	3%	\$39,783.75	184	7.5
VLA/ALT	Buhovecky, Judith	Alt School Instructor	\$28.70	3%	\$29.56		4
VLA/ALT	Buhovecky, Judith	VLA Course Grading	\$200.00	25%	\$250.00	N/A	N/A
VLA/ALT	Cox, Gary	Alt School Instructor	\$26.79	3%	\$27.59		4
VLA/ALT	Cox, Gary	VLA Course Grading	\$200.00	25%	\$250.00	N/A	N/A
VLA/ALT	Eleo, Michael	Alt School Instructor	\$28.70	3%	\$29.56		4
VLA/ALT	Lobuglio, Mary	VLA Course Grading	\$200.00	25%	\$250.00	N/A	N/A
VLA/ALT	Loomis, Jacquelyn	Alt School Instructor	\$28.70	3%	\$29.56		4
VLA/ALT	Magier, Brenda	VLA Course Grading	\$200.00	25%	\$250.00	N/A	N/A
VLA/ALT	Magier, Thomas	Alt School Director	\$50.23	3%	\$51.74	184	5
VLA/ALT	Magier, Thomas	VLA Course Grading	\$200.00	25%	\$250.00	N/A	N/A
VLA/ALT	Rogers, Bradway	Alt School Instructor	\$28.70	3%	\$29.56		4
VLA/ALT	Sooy, Keith	Alt School Instructor	\$40.56	3%	\$41.78		4
VLA/ALT	Sooy, Keith	VLA Course Grading	\$200.00	25%	\$250.00	N/A	N/A
VLA/ALT	Warmbrodt, Frederick	Alt School Instructor	\$25.50	3%	\$26.27		4
VLA/ALT	Weddle, Judith	VLA Course Grading	\$200.00	25%	\$250.00	N/A	N/A
Wadsworth	Fechko-Sheehan, Justine	Gifted Intervention Specialist	\$72,962.00	8.92%	\$79,473.00	184	7
Wadsworth	Schlegel, Rebecca	Gifted Intervention Specialist	\$70,398.00	6.41%	\$74,911.00	184	7

Educational Service Center of Medina County

Job Description

Title: Director of Professional Learning, Gifted, and Community Partnerships

Reports To: Superintendent

Supervises: N/A

FLSA Status: EXEMPT

Qualifications:

- Possesses successful experience in teaching and school administration.
- Holds a master's degree or higher.
- Holds a valid supervisor or appropriate administrative certificate.
- Acquires alternatives to the above qualifications as the Governing Board may find acceptable.
- Possesses a valid Ohio driver's license.
- Completes documented evidence of a clear criminal record.

Description:

Provides leadership in the development, implementation, and coordination of the Educational Service Center's professional development programming for staff, teachers, administrators, and community members; design, plan and implement various programs to address educational, ODE initiatives, departmental, and personal training needs; train, supervise and evaluate assigned staff. Works to establish and maintain the best possible educational programs and services for the Service Center's customers.

Provides oversight and coordination for gifted programming and virtual gifted services.

Provides day-to-day oversight and support for the Human Resources Department as needed.

Key Functions:

Ethical and Professional Attributes and Behaviors:

1. Implements the Educational Service Center of Medina County's philosophy of "Making yourself indispensable."
2. Cooperates with the philosophy and operational procedures of the local, city, or joint vocational school; nonpublic school; or other contracted agency.
3. Maintains a positive working relationship with personnel from the county and all contracted schools or agencies.
4. Represents the ESCMC and its service schools with professionalism at all times.
5. Demonstrates integrity and ethical behavior at all times.
6. Maintains confidentiality in all job-related discussions and communications.
7. Takes all necessary and reasonable precautions to protect equipment, materials, and facilities.

8. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulations.
9. Is regular and prompt in attendance.
10. Dresses professionally and appropriately for the position. Exhibits personal habits and behavior that are professional and appropriate for the position.
11. Seeks opportunities to improve skills and grow professionally.
12. Attends and actively participates in all required/assigned training sessions, meetings, and other responsibilities.
13. Responds quickly to directives from the Superintendent.

Vision, Continuous Improvement, and Focus of Work:

1. Assists the Superintendent in the formation and implementation of the Service Center's strategic planning process.
2. Attends Governing Board meetings and prepares such reports for the meetings as requested by the Superintendent.
3. Chairs appropriate countywide committees.
4. Serves upon assignment by the Superintendent as a resource person to Medina County school districts.
5. Works cooperatively with the Superintendent and the Treasurer in investigating and securing alternative funding sources for the Service Center.
6. Works cooperatively with the Superintendent and the Treasurer in developing and administering the annual budget.
7. Serves as a member of the Service Center's Administrative Team.
8. Researches, writes, and administers grants that are related to the Service Center or its customers.
9. Serves as a liaison to all social, professional, civic, volunteer, and community agencies regarding educational issues.
10. Assists in the recruiting, interviewing and orientation of new ESC employees.
11. Works cooperatively with the Ohio Department of Education and the Region 8 School Improvement Team with regard to educational issues.
12. Works cooperatively with institutions of higher education.

Job Duties:

1. Professional Learning is the primary responsibility of this role followed by the other job functions outlined both above and below.
2. Develop the Professional Development Plan; establish goals and objectives to align with the ESC's mission and strategic initiatives; design and develop programs throughout the year to meet the objectives set forth in the Plan. Online, on demand, and in person professional development.
3. Develop and monitor assigned budget to implement the ESC Professional Development Plan within established guidelines.

4. Design, plan and implement various programs to address institutional and departmental training needs; design and conduct periodical needs assessment for classified and management groups; prepare flyers and announcements for workshops.
5. Work with directors, consultants, and internal faculty and staff to conduct training and workshops;
6. Develop and oversee gifted programming and virtual gifted services. Communicate with districts regarding their contracted services. Facilitate gifted meetings and trainings county wide. Provide gifted hours to teachers through workshops and modeling classroom techniques. Attend county, regional, and state meetings to advocate for gifted students.
7. Coordinate and facilitate a "new employee" training program in compliance with the staff handbook. Plan and implement various programs and events throughout the year.
8. Train, supervise and evaluate assigned staff; participate on interview panels and committees as requested.
9. Remain current in addressing the professional and technology development needs of educational institutions, conduct a variety of professional regional and other meetings; chair assigned committees; develop agendas, record minutes and provide for appropriate follow-up; meet with curriculum directors, school administrators, and school counselors to share resources and ideas; facilitate division and department meetings and retreats.
10. Develop processes and procedures as forms, grant applications, awards and other materials.

Gifted and Talented:

1. Coordinates the development and implementation of policies, procedures, and plans for identified gifted and talented students through district gifted coordinators.
2. Serves as a communication link between countywide gifted coordinators as it relates to identification and delivery of services for gifted and talented students.
3. Assists county-wide gifted coordinator in the planning of assessment, testing, identification, service options, placement, and guidance of gifted children.
4. Provides leadership and educational direction by meeting regularly with gifted staff to establish and implement district-wide goals.
5. Works with coordinator of county enrichment programs and activities for gifted children.
6. Provides staff development to parents, mentors, aides, administrators, classroom teachers, consulting teachers, guidance counselors, and other coordinators regarding identification policies and procedures and the characteristics and educational and social-emotional needs of gifted children.
7. Disseminates information relating to current research, workshops, study groups, conferences, and courses in gifted education for consulting teachers, classroom teachers, guidance counselors, coordinators, and administrators.

Human Resources:

1. Serves as administrative oversight of HR functions on a day-to-day basis.

2. Provides support for HR staff
3. Directs and coordinates HR staff and other departments in meeting client needs
4. Serves as a liaison between HR staff, Treasurer, and Superintendent to meet all departmental needs and resolve questions and issues.
5. Cultivates a work environment that encourages excellent customer service and focuses on onboarding new employees to the ESC culture and expectations.

Community Partnerships

1. Works to cultivate community partnerships and collaborations to benefit the ESC, it's client districts, and Medina County organizations

Management:

1. Directs and assigns employees.
2. Provides genuine input into the interviews, selection, and training of employees.
3. Provides genuine input into the hours of work for employees.
4. Provides genuine input into the discipline of employees.
5. Apportions work among employees.
6. Determines the type of equipment to be used in performing work or materials needed for employees.
7. Monitors work for legal or regulatory compliance.

Other Duties and Responsibilities:

Any and all additional duties and responsibilities as assigned by the Superintendent.

Additional Working Conditions:

1. Potential exposure to blood, bodily fluids, and tissue
2. Occasional operation of a vehicle under inclement weather/driving conditions
3. Potential interaction among unruly children

Required Training:

1. All online trainings currently required by the ESC.
2. Any and all trainings/professional development mandated by the ESCMC, ODE, USDOE, ODH, ORC, OSHA and/or needed to maintain appropriate certification/licensure for the position held.

Affirmative Action and EEO Policy It is the policy of the Governing Board of the Educational Service Center of Medina County to ensure equal employment opportunity in accordance with Ohio Revised Code 125.111 and all applicable federal regulations and guidelines. Employment discrimination against employees and applicants due to race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), military status, or veteran status is illegal. The Governing Board and its employees comply with state and federal equal employment laws, rules, regulations and guidelines. Our Affirmative Action and EEO policy statements are disseminated to all employees, various recruitment sources, and are displayed on all applicable job sites and business locations. Any employees that deliberately violate this policy will be subject to disciplinary action.

Governing Board Adopted: July 23, 2012

Revised Governing Board Adopted: July 23, 2018

Revised by Governing Board: November 19, 2018

Educational Service Center of Medina County

Job Description

Title: Director of Student Services

Reports To: Superintendent

Supervises: N/A

FLSA Status: EXEMPT

Qualifications:

- A minimum of 5 years of successful experience in teaching or administration.
- Holds a master's degree in education, school psychology, other related fields, or acquires alternatives to the above qualifications as the employer may find appropriate and acceptable.
- Holds a valid ODE administrative license.
- Knowledge of federal and state requirements specific to special education.
- Pass state-mandated criminal and background checks.
- Possess a valid Ohio driver's license.

Description:

Directs the planning, development, organization, management, and implementation of all aspects of Student Services for the Educational Service Center which include, but are not limited to, special education, EL services, state testing coordination, and student programming. Serves as a liaison between district student services and ESC student services to ensure efficient and effective provision of support and services. Furthermore, the Director of Student Services assures compliance with all laws and regulations related to Student Services; evaluates assigned personnel, and pursues opportunities that promote close working relationships between the educational service center, member school districts, and community agencies.

Key Functions:

Ethical and Professional Attributes and Behaviors:

1. Implements the Educational Service Center of Medina County's philosophy of "Making yourself indispensable."
2. Cooperates with the philosophy and operational procedures of the local, city, or joint vocational school; nonpublic school; or other contracted agency.
3. Maintains a positive working relationship with personnel from the county and all contracted schools or agencies.
4. Represents the ESCMC and its service schools with professionalism at all times.
5. Demonstrates integrity and ethical behavior at all times.
6. Maintains confidentiality in all job-related discussions and communications.
7. Takes all necessary and reasonable precautions to protect equipment, materials, and facilities.
8. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulations.

9. Is regular and prompt in attendance.
10. Dresses professionally and appropriately for the position. Exhibits personal habits and behavior that are professional and appropriate for the position.
11. Seeks opportunities to improve skills and grow professionally.
12. Attends and actively participates in all required/assigned training sessions, meetings, and other responsibilities.
13. Responds quickly to directives from the Superintendent.

Vision, Continuous Improvement, and Focus of Work:

1. Assists the Superintendent in the formation and implementation of the Service Center's strategic planning process.
2. Attends Governing Board meetings and prepares such reports for the meetings as requested by the Superintendent.
3. Chairs appropriate countywide committees.
4. Serves upon assignment by the Superintendent as a resource person to Medina County school districts.
5. Works cooperatively with the Superintendent and the Treasurer in developing and administering the annual budget.
6. Serves as a member of the Service Center's Administrative Team.
7. Researches, writes, and administers grants that are related to the Service Center or its customers.
8. Serves as a liaison to all social, professional, civic, volunteer, and community agencies regarding educational issues.
9. Assists in the recruiting, interviewing and orientation of new ESC employees.
10. Works cooperatively with the Ohio Department of Education and the Region 8 School Improvement Team with regard to educational issues.
11. Works cooperatively with institutions of higher education.

Job Duties:

1. Supervise and collaborate with the Special Education Coordinator in implementing federal and state special education laws and regulations.
2. Work with district administrators, educational staff, parents, and community partners to coordinate, provide, and continuously improve student programs and services.
3. Provide staff with leadership; help resolve problems that negatively impact student achievement and/or student/staff safety; and work to resolve staff conflicts.
4. Participate in a variety of professional forums to keep current with educational trends, research, program innovations, regulations, and legal mandates. Regularly advise the superintendent about emerging issues.
5. Works cooperatively with the Superintendent and the Treasurer in investigating and securing alternative funding sources for the Service Center.
6. Oversee contractual obligations and the delivery and supervision of ancillary support services (i.e. psychology, transition, paraprofessionals, behavior specialists, behavior technicians).

Management:

1. Directs and assigns employees.
2. Provides genuine input into the interviews, selection, and training of employees.
3. Provides genuine input into the hours of work for employees.
4. Provides genuine input into the discipline of employees.
5. Apportions work among employees.
6. Determines the type of equipment to be used in performing work or materials needed for employees.
7. Monitors work for legal or regulatory compliance.

Other Duties and Responsibilities:

Any and all additional duties and responsibilities as assigned by the Superintendent.

Additional Working Conditions:

Potential exposure to blood, bodily fluids, and tissue
Occasional operation of a vehicle under inclement weather/driving conditions
Potential interaction among unruly children

Required Training:

All online trainings currently required by the ESC.
Any and all trainings/professional development mandated by the ESCMC, ODE, USDOE, ODH, ORC, OSHA and/or needed to maintain appropriate certification/licensure for the position held.

Affirmative Action and EEO Policy It is the policy of the Governing Board of the Educational Service Center of Medina County to ensure equal employment opportunity in accordance with Ohio Revised Code 125.111 and all applicable federal regulations and guidelines. Employment discrimination against employees and applicants due to race, color, religion, sex (including sexual harassment), national origin, disability, age (40 years old or more), military status, or veteran status is illegal. The Governing Board and its employees comply with state and federal equal employment laws, rules, regulations and guidelines. Our Affirmative Action and EEO policy statements are disseminated to all employees, various recruitment sources, and are displayed on all applicable job sites and business locations. Any employees that deliberately violate this policy will be subject to disciplinary action.

Governing Board Adopted: July 23, 2012

Revised Governing Board Adopted: July 23, 2018

Revised by Governing Board: November 19, 2018

SERVICES AGREEMENT

1. Introduction

- 1.1 *Parties.* This Services Agreement ("Agreement") is made as of April 12, 2023 ("Effective Date") between WORKS International, Inc. dba PublicSchoolWORKS ("WORKS" or "PublicSchoolWORKS"), a Delaware corporation, having its principal place of business at 3825 Edwards Rd., Ste 400, Cincinnati, Ohio 45209, and Medina County ESC ("Customer"), having its principal place of business at 124 W. Washington St. Medina, OH 44256.
- 1.2 *Recitals.* WORKS is in the business of developing, marketing, and providing a comprehensive, automated, web-based safety, regulatory compliance and risk management program designed especially for public schools. Customer wishes to obtain from WORKS the right to use WORKS' safety and compliance program. WORKS is willing to grant such a right. Therefore, WORKS and Customer, intending to be legally bound, agree to the terms and conditions set forth in this Agreement.

2. Services

- 2.1 *Selected Services.* WORKS will provide the services described in the proposal attached as Attachment C ("Services") to Customer. These proprietary services are designed to assist Customer in various areas of business operations and to enhance its capacity to provide its services. Some of the Services may be provided via third parties under contract with WORKS.
- 2.2 *License.* Subject to Customer's compliance with the terms of this Agreement, and in consideration of Customer's payment of the applicable fees, WORKS hereby grants Customer a personal, nonexclusive, and nontransferable license to use the Services in support of the internal needs and activities of Customer and as additionally described in Attachment A, subject to any use, user, and quantity limitations specified in this Agreement or any attachment to this Agreement. This license shall terminate upon the termination of this Agreement.
- 2.3 *Availability.* WORKS will take all commercially reasonable steps to keep the Services operating smoothly and efficiently. However, since the Services operate using computer equipment, computer software programs, telecommunications services, and the Internet, WORKS shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures on the part of any third party, failures or deficiencies of Customer's equipment, or Customer's failure to meet its responsibilities under this Agreement. WORKS will maintain adequate back-up arrangements and equipment in order to maintain Customer's data stored on or through the Services' website in the event of the failure of any of WORKS' equipment. Services interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Customer's daytime business activities. For unscheduled Services interruptions that adversely impact Customer's utilization of the Services attributable to causes within WORKS' reasonable control, as WORKS' sole obligation and Customer's exclusive remedy, Customer shall receive a credit equal to 1/8760th of the then-applicable annual license fees for each full hour that the Services are not available to Customer.
- 2.4 *Other Services.* At Customer's request, WORKS shall provide professional services and any other services on a time and expenses basis at its then-current standard rates.

3. Responsibilities of Customer

Customer is responsible, at its own expense, for (a) procuring, installing, and maintaining computer equipment and computer software programs, including, but not limited to, those listed in Attachment A, at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, (d) determining whether the Services will achieve the results desired by Customer, (e) determining the accuracy and suitability for Customer of all data and content it uploads to and downloads from the Services, (f) adopting reasonable measures to limit

Customer's exposure to potential losses and damages from use, nonuse, errors, or omissions of or in the Services, or the results thereof, including, without limitation, examining and confirming data and content prior to use and providing for the identification and correction of errors and omissions, (g) data integrity and any necessary conversion of its data to the format required by the Services, and (h) maintaining the compatibility of third-party supplied software and equipment with the Services.

4. Fees and Payment

- 4.1 *Fees.* Customer shall pay WORKS the applicable fees set forth in Attachment B beginning with the Effective Date. After the initial term specified in Attachment B, WORKS may change the fees upon 60 days prior written notice to Customer.
- 4.2 *Expenses.* Customer shall pay all pre-approved out-of-pocket expenses incurred by WORKS on Customer's behalf in connection with this Agreement.
- 4.3 *Invoices and Payment.* WORKS shall invoice Customer for the fees and expenses due under this Agreement. Customer shall pay all amounts due under this Agreement, except those disputed in good faith, to WORKS upon receipt of the invoice from WORKS. Customer shall pay a monthly service charge of 1.5% on all such amounts not paid within 30 days of the invoice date. Customer shall reimburse WORKS for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency costs.

5. Proprietary Rights and Confidentiality

- 5.1 *Copyrighted Works.* Customer acknowledges that the software components of the Services, including, associated report formats, screen displays, menu features, and all derivative works (collectively, "Software") and the written materials and other content provided as part of the Services (collectively, "Materials") constitute copyrighted works protected by federal and international copyright laws and are owned by WORKS or its licensors. The Software, Materials, and all copies, versions, and derivative works of the Software and Materials shall remain the sole property of WORKS or its licensors. Customer shall not permit any personnel to remove any proprietary or restrictive notices contained or included in the Software or Materials, and Customer shall not permit any personnel to copy or modify the Software or Materials, except as specifically authorized by this Agreement. Customer may copy and adapt the Materials for its own internal use, provided all such copies and adaptations include WORKS' proprietary and restrictive notices. In addition, Customer may copy and disclose the Materials to the limited extent necessary for it to comply with any applicable public records laws or regulations.
- 5.2 *Restrictions.* Customer further acknowledges that the Software and Materials are commercially valuable proprietary products belonging to WORKS or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford WORKS and/or its licensors a commercial advantage over its competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying or downloading or use of the Software or the Materials would cause substantial damage to WORKS and its licensors. Customer shall not decompile or otherwise reverse engineer or decode the Software. Customer shall not disclose the results of any benchmark tests run on the Software, without the prior written approval of WORKS. Customer shall not undertake, directly or indirectly, any action or omission that may in any way lead to the unauthorized dissemination, reproduction, or use of the Software or the Materials. Customer may allow certain third parties access to the Services when such parties require access in order for Customer to use the Services as contemplated by this Agreement. Other than as permitted by the foregoing sentence and in Attachment A, Customer may not allow access to the Services by any entity without the prior written consent of WORKS.
- 5.3 *Ownership.* The Software and Materials and all copies, versions, and derivative works of the Software and Materials made by or on behalf of Customer are and shall remain the sole property of WORKS or its licensors. Any modifications to the Software, including all associated intellectual property rights, made

or provided by WORKS pursuant to this Agreement, whether alone or with any contribution by Customer, shall be owned exclusively by WORKS or its licensors. To the extent that Customer may acquire any right or interest in the modifications by operation of law, Customer irrevocably assigns all such right and interest exclusively to WORKS. Customer shall take any action and execute any documents reasonably necessary and sufficient to give effect to the provisions of the foregoing.

- 5.4 *Export Restrictions.* Customer shall not export the Services, the Software, the Materials, or any direct product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America.
- 5.5 *Student and Staff Records.* WORKS acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, "Records"). The Records are the sole property of Customer. WORKS shall maintain the confidentiality of the Records. WORKS shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. WORKS may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure.
- 5.6 *Survival.* Each party's obligations under this Section 5 shall survive termination of this Agreement, except, with respect to non-trade secret confidential information, to the extent that applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement. Each party acknowledges that a breach of its obligations under this Section 5 may cause irreparable harm to the other party or its licensors for which monetary damages would be inadequate and the other party or its licensors may be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or in equity.

6. Warranties

- 6.1 *Authority.* Each party warrants that it has the full authority, right, and power to enter into and perform its obligations under this Agreement. Each party warrants that its entering and performing this Agreement does not conflict with any other agreement to which it is a party, or any law or regulation of any applicable governmental authority.
- 6.2 *Performance.* WORKS warrants that it has the right to grant the rights granted to Customer under this Agreement. WORKS warrants that the Services will be of professional quality conforming to the applicable generally accepted industry standards. As WORKS' sole obligation and Customer's exclusive remedy, in the event of any material failure to meet such standards, WORKS shall make all reasonable efforts to correct any such failure. Due to the unique circumstances of Customer, WORKS does not warrant that the Services or Materials are accurate with respect to the regulations applicable to Customer or will meet Customer's particular requirements. Customer is solely responsible for (a) the proper use of the Services; (b) the content and accuracy of all reports and documents prepared in whole or in part by using the Services; and (c) ensuring that Customer is in compliance with all applicable laws and regulations. Customer acknowledges that it does not rely on WORKS or the Services for any advice or guidance regarding compliance with laws and regulations.
- 6.3 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WORKS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. WORKS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

7. Indemnities and Liabilities

- 7.1 *Indemnification by Customer.* Except to the extent prohibited by law, Customer shall indemnify and hold WORKS and its licensors harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a)

Customer's use of the Services; (b) Customer's operation of its business and the safety of its workplace; (c) Customer's gross negligence or willful misconduct; (d) claims of users whom Customer allows to access the Services, and (e) as to this Agreement, any breach of its obligations under Section 5 above.

- 7.2 *Indemnification by WORKS.* WORKS shall indemnify and hold Customer harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) WORKS' operation of its business or the safety of its workplace; (b) WORKS' gross negligence or willful misconduct; and (c) as to this Agreement, any breach of its obligations under Section 5 above. The limitation set forth in Paragraph 7.3 below shall not apply to claims under this Paragraph 7.2.
- 7.3 *Limitation of Liability.* The total liability of WORKS and its licensors for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other thing under this Agreement, shall not exceed the amounts paid by Customer to WORKS under this Agreement during the 12 months immediately preceding the claim.
- 7.4 *Exclusion of Liability.* WORKS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO WORKS' WEBSITE. IN NO EVENT SHALL WORKS, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF CUSTOMER EMPLOYEES, THIRD-PARTY CLAIMS BASED ON CUSTOMER ACTS OR OMISSIONS, OR PENALTIES OR CITATIONS AGAINST CUSTOMER OR ANY AFFILIATE OF CUSTOMER, EVEN IF WORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.5 *Survival.* The obligations under this Section 7 shall survive termination of this Agreement.

8. Term and Termination

- 8.1 *Term.* This Agreement shall commence on the Effective Date and shall continue for the initial term specified in Attachment B. Thereafter, this Agreement shall automatically renew for successive renewal terms of 12 months each, unless and until this Agreement is otherwise terminated in accordance with this Agreement.
- 8.2 *Termination for Convenience.* Either party may terminate this Agreement at any time upon 30 days' prior written notice to the other.
- 8.3 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.
- 8.4 *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The nondefaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within 30 days after receipt of the notice, the nondefaulting party may terminate this Agreement by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured, the nondefaulting party may terminate this Agreement immediately upon written notice to the defaulting party. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.
- 8.5 *Additional Right.* In addition to the rights set forth in this Agreement, if Customer fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for 60 days, or fails to carry

out any other material obligation under this Agreement, WORKS may, at its option, suspend Customer's access to the Services, upon ten days prior written notice to Customer. Unless this Agreement is terminated pursuant to Paragraph 8.4 above, upon Customer curing the default, WORKS shall reinstate any suspended access to the Services.

- 8.6 *Effect of Termination.* Customer shall cease all use of the Services and Materials immediately upon termination of this Agreement. Within ten days after the effective date of any termination, Customer shall return to WORKS or destroy the Materials and all materials or media, including any information, records, and materials developed on the basis of any WORKS confidential information. No termination of this Agreement shall release Customer from any obligation to pay WORKS any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of access to the Services shall release Customer from any obligation to pay WORKS any fees due under this Agreement. Only if Customer terminates this Agreement due to WORKS' default, will Customer be entitled to a refund of amounts paid to WORKS for the portion of the current fee period following the date of termination of this Agreement. At Customer's request, upon termination of this Agreement, Customer and WORKS will determine the appropriate data retention and destruction strategies for Customer's data archived on the Services' website, based on both Customer's retention requirements and the legal retention requirements then in effect. Customer shall pay WORKS' then-current standard rates for WORKS' work to destroy or to format, prepare, and deliver Customer's data to Customer. Notwithstanding the foregoing, WORKS has no obligation to deliver Customer's data to Customer until Customer has paid WORKS all amounts due from Customer under this Agreement. There will be no charge for WORKS to retain Customer's data.

9. Miscellaneous

- 9.1 *Nonsolicitation.* Each party shall refrain from soliciting for employment or employing, directly or indirectly, without the consent of the other party, any employee, consultant, or subcontractor of the other until 12 months have elapsed following termination of this Agreement, or until 12 months have elapsed following termination of the employment of the employee, consultant, or subcontractor, whichever occurs first.
- 9.2 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 9.2, this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.
- 9.3 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.
- 9.4 *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 9.5 *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in Paragraph 1.1 above, or to such other address as shall be advised by any party to the other in writing. Notices shall be effective as of the date of receipt.
- 9.6 *Third-Party Beneficiaries.* For the limited purpose of enforcing the obligations under Section 5 above, WORKS' licensors, suppliers, and subcontractors shall be third-party beneficiaries under this Agreement.

- 9.7 *Dispute Resolution.* Any claim or controversy arising out of or relating to this Agreement, including any anticipatory breach or disagreement as to interpretation of this Agreement, that is not resolved by the parties themselves or through mediation, shall be settled by binding arbitration in the Cincinnati, Ohio area, administered in accordance with the American Arbitration Association's Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Subject to any applicable open public records laws, neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that the prevailing party shall be entitled to an award of reasonable attorney's fees.
- 9.8 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles.
- 9.9 *Provisions Severable.* The provisions of this Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated.
- 9.10 *Entire Agreement.* This Agreement, together with the attachments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

Medina County ESC**WORKS International, Inc.**By: _____
(Signature)Mr. Matthew Gregory
(Name)Treasurer
(Title)4/12/2023
(Date)By: _____
(Signature)Mr. Brad Whitacre
(Name)Vice President, Sales & Marketing
(Title)4/12/2023
(Date)

ATTACHMENT A ADDITIONAL INFORMATION

1. Software Needed to Use Services

The Software licensed under this Agreement as part of the Services is designed and built to operate on a variety of systems and hardware. The software (at the specified versions) listed below is suggested to experience the full potential of the Services. The listed software is available free of charge and can be obtained by Customer through links either on WORKS' website or embedded in the Software.

- Adobe Acrobat Reader
- Adobe Flash Player ⁽¹⁾
- Edge (v.17)
- Firefox (v.57)
- Google Chrome (v.64)
- Internet Explorer (v.11)
- Safari (v.10.3)

- (1) Due to the limitations of Adobe Flash Player and to enhance the user experience on mobile devices, WORKS is no longer publishing courses in Flash. New courses are now published in HTML5 and all existing courses are being transitioned to HTML5.

2. Additional Use of Services

If Customer acquires the EmployeeSafe Suite Services under this Agreement, Customer may use EZmaint, Preventive Maintenance, and ITassist Services at no additional charge under the terms of this Agreement.

If Customer acquires Compliance Manager, Hazard Reporting, Staff Safety Reporting Systems, EZmaint, or ITassist under this Agreement, Customer may use such Services to manage the work of third-party service providers.

Online training is available to Customer employees only, unless otherwise provided in this Agreement.

To the extent that the additional uses described above allow use of any components of Services, including the Software, for or by third parties, Customer shall require all such third parties to abide by the license restrictions and confidentiality provisions set out in this Agreement. Customer hereby guarantees the compliance of such third parties with the terms of this Agreement and shall be fully liable for any and all noncompliance by such third parties.

ATTACHMENT B TERM OF SERVICES AND FEES

EmployeeSafe Suite:

The following presents the term of services, the number of users on which the pricing has been derived, the services pricing, and the payment schedule. Pricing is effective for 30 days from the date of the proposal. Pricing is subject to change with any adjustments to the number of staff/users served.

Term:	1 year		
No. of users:	560*		
Implementation:	\$0 (Already Implemented) PublicSchoolWORKS' school safety program professionals advising and executing systems configuration and setup, data integration setup, district-specific programs development and implementation (including custom courses if applicable), etc.		
Annual Fees:	\$13,726 Ongoing services defined by the PublicSchoolWORKS' 6-pillar delivery model, software and content license fees, HR/SIS data integration maintenance, software hosting, delivery, and improvements/upgrades, etc. – as appropriate.		
Schedule:	Year 1	Jul. 2023 thru Jun. 2024	Annual fees \$13,726

*Number of users to be reviewed yearly and annual fees to be adjusted accordingly.

ATTACHMENT C SERVICES

A. SERVICES

Attachment C defines the services and pricing for all or select programs associated with the PublicSchoolWORKS' safety, regulatory compliance and risk management solution for schools. All programs included under this contract are implemented and delivered utilizing the applicable PublicSchoolWORKS' proprietary software, content and services available through the PublicSchoolWORKS' 6-pillar service model presented in Section D of this attachment.

Due to the ever-improving PublicSchoolWORKS' products, software, services and support, along with new programs or modifications to programs/suites due to new laws, new threats, or changes in best practices in school safety, please refer to the PublicSchoolWORKS' website or your Account Executive to clarify the most recent components of included products and services.

C. STARTUP NOTES

There is limited involvement of district staff to get PublicSchoolWORKS' programs up and running as virtually all implementation services are provided by PublicSchoolWORKS. District involvement is typically limited to: coordinating with PublicSchoolWORKS' IT for staff data integration; adding PublicSchoolWORKS' system access links on the district website; providing district-specific information for customization of program content and responsibilities (including training courses if applicable); and being involved in discussions regarding the implementation strategy and development of district-specific programs and plans. Specific services provided by PublicSchoolWORKS associated with startup include:

Systems Setup and Integration

- Development, configuration and setup of a dedicated, district-specific PublicSchoolWORKS' system.
- Staff data integration: options include auto-ftp, Clever, Active Directory, Active Directory Federated Services, and Google Single Sign-On. Manual staff data management is also an option.

Program Development and Setup

- Discussions with key administrators providing direction, advice and program/training prioritization based on federal and state regulatory mandates, board policies, liability exposure, workers' comp claims/costs, staff accident trends, and best practices in schools.
- As appropriate, staff training program plan development including specific course selection, course customization (see below), coordination, and scheduling.
- Setup of automated services and systems – for example: staff training course assignments and incomplete training reports.

Course Customization (if applicable)

There are three levels of course customization available. Levels 1 and 2 are included in this proposal. Level 3 courses will be priced on a time and materials basis:

Level 1: Integration of district-specific content into PublicSchoolWORKS' master courses. Examples include: the Hepatitis B at-risk definition in Bloodborne Pathogens course; the integration of school-specific AED locations in the AED instructional courses - this work includes the uploading of building floor plans showing AED locations by AED type, and the integration of floor plans into the AED-specific instructional use course.

Level 2: Development of district-specific policy and handbook courses. Examples include: discriminatory harassment policy, restraint and seclusion policy, school handbooks, acceptable-use policy signoff, etc.

Level 3: Custom district-specific staff training courses solely developed by PublicSchoolWORKS or co-

developed by PublicSchoolWORKS and the customer. The PublicSchoolWORKS' Course Development Team can utilize a range of technologies and include a variety of content (i.e., including interactions/exercises) and delivery media (e.g., video), with a focus on making courses concise, relevant, effective, engaging and purposeful.

Safety/Compliance Documents and Program Plans

- Customization and uploading of key safety documents into the district's PublicSchoolWORKS' online Safety Document Library – as necessary to satisfy staff accessibility mandates or to supplement district-specific content for staff training courses.
- Development and setup of program components using district documents (e.g., AED locations in schools) or PublicSchoolWORKS' customizable model program plans and documents (e.g., Bloodborne Pathogens Exposure Control Plan, Hazard Assessments, etc.).

D. PublicSchoolWORKS' 6-PILLAR SERVICE MODEL

The PublicSchoolWORKS' safety, regulatory compliance and risk management solution for schools delivers a preeminent and highly-refined program that is implemented as a turnkey solution via the PublicSchoolWORKS' 6-pillar service model. The program includes all components needed to deliver a fully-automated, comprehensive solution based on the core objectives to provide consistency throughout the district and maintain full staff readiness year after year – all while minimizing administrative time and effort.

The PublicSchoolWORKS' 6-pillar service model includes:

1. Program Management Coordinator (PMC)

A school safety program professional charged with the responsibility to advise, implement and continuously improve the customer staff safety program.

2. 24/7 Staff Hotline

Providing technical support for accessing and using the PublicSchoolWORKS' software, answering staff questions regarding safety, regulatory compliance, training course content and training compliance issues, and giving ready access to chemical SDSs, chemical safety information and chemical exposure response procedures.

3. Research Experts

A team of people researching, monitoring and analyzing federal, state, and local regulations, and best practices in school safety.

4. Program Development Specialists

A team of people specializing in breaking down laws, school-safety best practices, and staff/student social and emotional health topics into comprehensive, school-specific programs, and automating each program using the PublicSchoolWORKS' award-winning web-based software and developing custom content needed to ensure customer compliance.

5. Content

Required program written plans, training courses, inspections, forms, reports, posters, stickers, and much more.

- 600+ specialized training courses (including features to deliver district-specific information in any course), incorporating customer-applauded training content developed from top industry authors - including school, safety, HR and other qualified experts.
 - Children's Internet Protection Act (CIPA)
 - Emergency Management
 - First Aid Equipment & Supplies
 - Food Safety
 - Personal Productivity
 - Safe Work Practices & Job Procedures
 - School Nurse Safety
 - State-Specific Safety & Regulatory Compliance

- Hazard Assessments
- Human Resources & Employment Law
- Information & Communications Technology
- Operations Safety
- Student Behavior, Intervention & Support
- Student Safety, Wellness & Social Responsibility
- The WORKS How-To Courses
- Workplace Safety & Regulatory Compliance
- Custom District Courses and Content
 - Courses delivering board policies, staff handbooks, etc.
 - District policy information added to PublicSchoolWORKS' master courses – designed specifically to allow schools to convey key district information to staff within the context of any PublicSchoolWORKS' master course.
 - Addition of required information to master courses, in compliance with mandates – e.g., floor plans showing the location of asbestos, location of AEDs, etc.
 - District-specific course content (e.g., video, PowerPoint, Word doc, etc.) converted to web-native format and delivered and managed through the PublicSchoolWORKS' training system.
 - District-specific crisis preparedness courses – managed and delivered to sustain staff full-readiness for emergencies and threats
- Complete, customizable program written plans, including, but not limited to:
 - Bloodborne Pathogen (Exposure Control Plan)
 - Hazard Communication
 - Lockout/Tagout
 - Injury and Illness Prevention Program Plan
- School inspections, including, but not limited to, playgrounds, bleachers, fire and life safety, school safety, etc.
- School drills, including state-mandated forms
- Posters, including chemical safety and SDS access, accident reporting, etc.
- Stickers and labels



Staff Training Management System

Web-based staff training delivery and management system, purpose built to fully automate every school staff training situation, including subs, job changes, recurring/periodic training, leaves of absence, new-hire orientation, department changes, certifications, individual assignments, secondary occupations (e.g., coach), site-specific training, post-incident retraining (if using the PublicSchoolWORKS' Accident Management System), and more. Very simply, set it and forget it, and the system will automatically manage, deliver, track and document all the staff training needs/requirements of the district without human intervention.



Accident Management System (for staff)

System automates and manages all aspects of staff accidents, including SmartForm reporting (i.e., information verified for accuracy and completeness, and questions change based on responses); auto-notification of school and district leaders; auto-notification, tracking and documentation of incident investigation and witness statements; auto-completion of Worker's Comp claim form and delivery to external contacts (if appropriate); post-incident retraining of affected employee (integrated with Staff Training Management System); auto-completion of the OSHA 300 reports (if applicable); reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident report information; and both district-wide and school incident trend reports.



Compliance Task Management System (manages non-training requirements)

System automates and manages all safety, compliance and other non-training related tasks, such as drills,

inspections, assessments, maintaining medical supplies, and much much more. System auto-generates task orders per schedule and then notifies, tracks and documents completion of each task. District leaders are notified if key tasks are not completed. Tasks are predefined for each state as needed to implement best practices in school safety and regulatory compliance, or can be custom developed to address a district's specific needs. Can even be used to manage tasks assigned to contracted services.

**SDS Now!**

System provides school staff with 24/7 access, via online or telephone with a chemical safety specialist (assists in 158 languages), to chemical Safety Data Sheets (SDS), chemical safety information, chemical spill cleanup steps, and chemical exposure response procedures. System provides access to a master SDS database containing millions of current and archived SDSs in multiple languages. In states adhering to Federal OSHA or similar requirements, SDS Now! eliminates the need for paper SDS binders. An enhanced service is available for those wanting to expand into district-specific SDSs online binders.

**Safety Document Library**

System provides a secure, readily accessible, organized online repository for all district safety documents and files, accessible from one central location. Folder configuration provides an intuitive system for storage and access. Library is integrated with other PublicSchoolWORKS' systems so that library files can be accessed and delivered by other systems. For example, forms can be delivered in staff training courses, or automatically provided to an injured employee, or included in a compliance task. Districts using this system have access to FileShare, a special library of school-focused, well-developed forms, documents, posters and much more, that have been submitted by customer districts or created by PublicSchoolWORKS.

**Staff Misconduct Reporting System**

System provides a secure and confidential way for staff to report issues related to harassment, violence, discrimination, fraud, embezzlement and other issues that may lead to an unsafe or hostile work environment. Select district personnel are auto notified when a report is submitted, enabling quick and appropriate action when needed. The system documents the investigation and resolution, and provides both district and school trend reports.

**Safety Hazard Reporting System**

System provides an easy way for staff to report workplace safety hazards – with attachments if necessary (such as photos). School and central office staff are notified when a hazard report is submitted. An online assessment is provided for each reported hazard. Each hazard report can be converted into one or more follow-up action items – e.g., to remediate the hazard; establish or change a safe work practice or job procedure; or enhance staff training. Action items are tracked and completion documented. System is integrated with PublicSchoolWORKS' EZmaint, so action items can be routed to the district maintenance department. The submitter of a hazard report can opt to be notified whenever the report status changes.

**Near-Miss Incident Reporting System**

System provides a mechanism for staff to report near-miss incidents. School and central office staff are notified when a near-miss incident is reported. An online investigation is provided for each reported incident. Each near-miss incident report can be converted into one or more follow-up action items – e.g., establish or change a safe work practice or job procedure; or enhance staff training. Action items are tracked and completion documented.

**Safety Suggestion System**

System for staff to submit safety suggestions. District leaders are notified when a suggestion is submitted and can respond or update the submitter regarding actions taken as a result of each safety suggestion. A suggestion can initiate follow-up actions that remain associated to the suggestion and are tracked and completion documented. The submitter of the suggestion can opt to be notified whenever an action

related to their suggestion is acted on.



Security Concern Reporting System (in development)

System provides a quick and easy way for staff to report anything that may affect the safety of staff and students or the integrity and security of the school. Reports could include physical issues such as a malfunctioning door or overgrown bush resulting in a hiding spot, or missing crisis response equipment or supplies. Both district and school leaders are immediately notified when a security concern is reported. The reporting system is integrated with the Assessment System which guides the evaluation and remediation of the security concern. Each report can then be converted into one or more follow-up action items – e.g., to remediate the security issue. The submitter of the security concern can opt to be notified whenever an action related to their report is acted on.



Indoor Environmental Quality (IEQ) Concern Reporting System

System for staff to report concerns regarding perceived hazardous environmental conditions potentially impacting staff/student health and safety. Pictures or other files can be attached to a report to show evidence of the IEQ issue. School and central office staff are notified when an IEQ report is submitted. An online assessment is provided for each reported concern. Each report can be converted into one or more follow-up action items to investigate and address the concern. Action items are tracked and completion documented. System is integrated with PublicSchoolWORKS' EZmaint, so action items can be routed to the district maintenance department. The submitter of an IEQ concern can opt to be notified whenever the report status changes or the district communicates a response to the concern.



Pests or Signs of Pests Reporting System

System for staff to report seeing pests or signs of pests, often as a part of an integrated pest management program. Pictures can be attached to a report to show evidence of pests. Central maintenance/grounds personnel are notified when a pest report is submitted. Each pest report can be converted into one or more follow-up action items, such as apply pest-control treatment. Action items are tracked and completion documented. The submitter of a pest report can opt to be notified whenever the report status changes.



Refusal to Work (Due to Dangerous Conditions) Reporting System

System for a worker to report hazardous working conditions that may result in the injury or illness of the worker or others if the planned work is performed. District staff are notified when a report is submitted. An online assessment of the hazardous working conditions is provided for each report. Each report can be converted into an action item to remediate the hazardous conditions and re-establish safe working conditions. An action items is tracked and its completion documented. The submitter of a report can opt to be notified whenever the report status changes.



Student Accident Management System

System automates and manages all aspects of student accidents, including SmartForm reporting (i.e., information verified for accuracy and completeness, and questions change based on responses); auto-notification of school and district leaders; reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident-report information; and both district-wide and school incident trend reports. The system is integrated with the PublicSchoolWORKS' Student Behavior Management System so that accidents resulting from inappropriate student behavior and/or impacting a student victim, can be readily converted to a student behavior referral – where appropriate discipline and interventions can be applied, managed and tracked.



Stay Safe, Speak Up! Student Safety Reporting System

System provides students and parents multiple methods to securely and anonymously disclose bullying or other safety concerns, 24/7. Methods include: 1) mobile app, 2) online, 3) hotline to live attendant, and 4) hotline to answering machine. A PublicSchoolWORKS' person is immediately involved in ALL reports from ALL methods. Designated central office and school staff are notified via email the instant a report is

submitted and can automatically initiate appropriate follow-up. Reports involving an immediate threat to safety activate the PublicSchoolWORKS' "urgent call tree" and a PublicSchoolWORKS' person will contact school officials until someone is reached. Administrative reports let you monitor safety trends by building and incident type and use it to guide student safety program improvements. The system is integrated with the PublicSchoolWORKS' Student Behavior Management System so that reports regarding inappropriate student behavior and/or impacting a student victim, can be readily converted to a student behavior referral – where appropriate discipline and interventions can be applied, managed and tracked.



Student Behavior Management System

System for teachers to document, track and effectively manage classroom discipline, and for principals to document and manage front-office discipline. Includes all needed reporting methods, including in-classroom documentation reports, bus referrals, office referrals, and positive reports – the latter can include school specific positive certificates and awards. A feature-rich system that documents all aspects of student behavior including offenses, interventions, code of conduct violations, consequences, and much more. Provides for custom school-specific setup and multiple options for defining, applying, tracking, and documenting consequences. Can be uniquely configured to automate any behavior management strategy (e.g., PBIS, progressive discipline policies, etc.), for any age level (e.g., color wheel).



Volunteer, Visitor, Contractor, Parent Accident Management System

System automates and manages all aspects of accidents involving volunteers, visitors, contractors and parents. Includes the PublicSchoolWORKS' SmartForm reporting feature where information is verified for accuracy and completeness, and questions change based on responses; auto-notification of school and district leaders; reporting, tracking and documenting the remediation of hazards that caused the accident; Case Journal for documenting ongoing, post-incident-report information; and both district-wide and school incident trend reports.



Parent Info Center

System provides the district with an online mechanism that gives parents direct access to: a) key district staff and student training courses, as often required by law, b) the Stay Safe, Speak Up! Student Safety Reporting System, providing parents with multiple methods to securely and anonymously disclose bullying or other safety concerns, 24/7, and c) the same national crisis hotlines used by the Stay Safe, Speak Up! Student Safety Reporting System.



EZmaint (free to districts implementing the EmployeeSafeSM Programs Suite)

System provides the district with a purpose-built physical plant maintenance system built to satisfy the special needs of a public school system, yet is customizable to accommodate virtually any school maintenance operations strategy. Each school can be configured with a dedicated Work Request Management Module, allowing for the internal management of teacher work requests, or the forwarding of requests to the central services Work Order Management Module – the latter a robust, full-featured, central maintenance work management system uniquely and practically designed specifically for a public school system. EZmaint is integrated with the PublicSchoolWORKS Safety Reporting Systems, thus, a reported hazard, an IEQ concern, etc. can be easily routed into EZmaint for remediation.

EZmaint also includes a Preventive Maintenance Module that makes it easy to set up an effective preventive maintenance program for any school. To make it even easier, the module contains PMIs (Preventive Maintenance Instructions) for most all the equipment found in schools.



ITassist (free to districts implementing the EmployeeSafeSM Programs Suite)

System provides the district with a purpose-built IT trouble ticket system that can be configured to accommodate virtually any school IT systems management and repair/maintenance approach. Each school can be configured with a dedicated Service Request / Trouble Ticket Management Module, allowing for the internal management of teacher service requests, or the forwarding of requests to central IT Services – the latter a robust, full-featured, central IT Services system uniquely and practically

designed specifically for a public school system. ITassist is integrated with EZmaint, thus, an IT Service Request requiring the support of central maintenance (e.g., faulty building wiring) can be routed into EZmaint for repair. ITassist also includes a Recurring Maintenance Module that makes it easy to set up a recurring maintenance program for a district's IT equipment and systems.

MARK'S

CLEANING SERVICE

February 1, 2023

ESC of Medina County
269 Center St.
Seville, OH 44273

Dear Matthew and Robert,

Thank you for the opportunity to provide ESC of Medina County with a proposal for cleaning the facility. We appreciate the patience you have shown us in answering all of our questions as we prepare your proposal for service. We are excited to present this package that will clarify our role in helping you accomplish your desired goals through a continued partnership.

To get the job done right, we have a multi-layered management team to ensure the completion of each cleaning task. Every cleaning will be provided by a trained professional cleaning staff. Our Working Supervisors will check your facility regularly to make sure that the level of service meets your needs. Our specialized cleaning approach includes vacuuming with HEPA filtration backpack vacuums from ProTeam, using Green Seal Certified cleaning solutions and a Color Coded Microfiber System to eliminate cross contamination.

In addition to these services, you will also see that we have included several optional services. This is only a partial list of services that we offer. If you are interested in any other service, please give us a call.

Sincerely,

Brent Skoda and Jim Judson
Business Development
Mark's Cleaning Service, Inc.

Company History

In 1984, Mark Skoda began a small carpet cleaning service in Medina City. As the company slowly developed over the next few years, different services were added. By 1990 we had diversified into Janitorial Services, Water Damage Restoration, Oriental Rug Care and Hard Floor Care. Mark's Cleaning Service was now up to 20 employees and looking to the future for further growth. Through the years the company expanded it's capabilities in carpet cleaning and oriental rug care by purchasing truck mount carpet cleaning units and sending our technicians to certification classes to be the best in the field. In 1998 the company took another large step forward and purchased a 5,000 square foot building in Medina to help facilitate our fast growth. Over the next seven years we added additional services such as Maid Service and Commercial Carpet Care. Now employing over 100 staff members, Mark's Cleaning Service is a full service company. Currently we service over 150 buildings with over 3 million square feet of cleaning done each week. Mark's Cleaning Service is a current member of several professional associations including the Building Service Contractors Association International and the Institute of Inspection Cleaning and Restoration Certification.



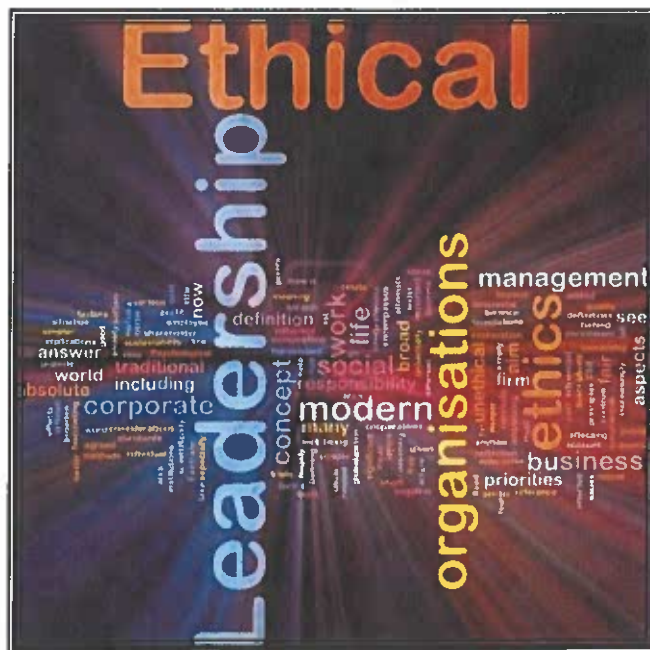
Corporate and Community Responsibility

Corporate Responsibility

When you consider the cost of an outside service provider, remember, all services are not the same. Price alone should not be the deciding factor in your choice for quality, training, communication, and management. These things are important to Mark's Cleaning Service and so is our reputation for building strong partnerships. Our Corporate Responsibility starts with these things in mind. It does not end there though. Every day we look to refine our processes, training, and safety to keep our price competitive. Once we quote your service, the price remains unless there is a change in the Federal or State minimum wage or cost of living. Otherwise, the only thing that can change your cost is a change in the scope of work. Often we can save businesses time and money by becoming a single source facility maintenance solution.

Community Responsibility

Supporting the community in cleanliness and in health is our mission at Mark's Cleaning Service. We accomplish this by hiring locally and training staff to perform your services. This is important to building strong communities because the income from these jobs stay in the area as well as the generated tax base. ***Mark's Cleaning Service is locally owned and operated, we are not a franchise cleaning service that sends portions of revenue out of state to support national marketing campaigns and development.*** We often make a point to purchase materials from local suppliers to help support the local economy while also reducing our clients' costs.



Outline of Property Services We Offer

A Complete Package Of Property Services;

this means that a building manager or facility supervisor has more time to focus on their core job and less time dealing with the daily concerns of building services. We offer one source solutions for many of the problems that come with building ownership and services, including routine or construction janitorial services, window cleaning, carpet care, water damage restoration and hard floor care.

Routine Janitorial Work

Reliable, consistent cleaning done by uniformed, well trained and efficient employees. All work is routinely inspected for completion and quality. This inspection system is done by a multi-layered management approach. Improve the quality of the cleanliness of your facilities restrooms by use of a touchless cleaning system.

Medical Janitorial

We have years of experience in cleaning medical facilities. We pay close attention to the details and special needs in the cleaning of health care facilities. This ranges from sanitizing exam rooms to cleaning blood spills following a blood borne pathogen protocol.

Construction Cleaning

From the smallest remodeling project to a large retail facility, we can provide the equipment and labor to complete the job at a controlled cost.

Carpet Care

From professional strength vacuuming to spot cleaning and hot water extraction, including stain removal and deodorization. We know how to keep your carpeting looking beautiful. Our technicians are trained and certified and all work is 100% guaranteed for satisfaction. We have commercial carpet care programs to keep your carpet clean all year long.

Hard Floor Care

Our well trained technicians using specialized equipment can easily take care of all your hard floor care needs. We care for vinyl tile and linoleum, ceramic tile & grout and wood floors. We also polish floors to keep a durable shine, let us put together a custom program for you.

Window Cleaning

Mark's Cleaning technicians are also trained to clean commercial and residential windows. Part of their training is in ladder use and safety and the other in technical skill and detail. Interior cleaning can be a breeze with the Unger Speed Cleaning. See how at <http://www.youtube.com/watch?v=EODbrJVJUho>

Building Supplies

Partnered with a local janitorial supply company, we are armed with top of the line commercial cleaning solutions. We even supply many of our clients with the paper products, trash liners and hand soaps needed to refill their dispensers. Our customers can enjoy the savings by purchasing their supplies through Mark's Cleaning Service.

Property Services and Employee Training

Day Porter Service

For those special tasks that can only be performed during the day, Day porters can be a great accent to high traffic areas like lunch rooms, locker rooms and restrooms. Paired with our routine janitorial services, your building will always look it's best.

Employee Training

All employees of Mark's Cleaning Service start their employment with a thorough in-house training program. This program covers zone cleaning, "TEAM Cleaning" and details on cleaning in different environments such as office buildings, medical facilities, manufacturing plants, dental offices and more. During the training we cover proper chemical usage like dilution rates, dwell time, container labeling and how to use an SDS. Employees also receive training in the field from our Supervisors on technique and production efficiency with a focus on high quality and details.

OSHA Compliant

We provide a dual purpose log book to each staff member. This log contains copies of SDS for each chemical we may use in cleaning your building. The log also has copies of our written OSHA training material. If we need to order a specialized product we'll let you know and if you need extra detail in an area, please let us know and we will take care of it. Additionally, if you have any questions, feel free to email Whitney Foster, our Director of Operations, at whitney@Mark'scleaning.com.

Building Security

We don't just let anyone into your building. All of our staff members are thoroughly screened with a complete background check. Our employees are trained to be aware of suspicious people or activities and to report it to a Supervisor immediately. We also train them to report any building maintenance issues. As for building access, we only require two (2) sets of keys. One set is given to the employee(s) responsible for cleaning your facility, and the other is kept locked in our office until a supervisor needs it to come through and check the level of service in the evening. Our employees also encounter many different alarm systems in the many locations we clean. Feel confident we can handle your system with care, and if a problem should arise, we will contact you as soon as possible.

Employee Identification

We require all employees to wear MCS uniforms while on the job site. These shirts have the MCS Building Solutions logo for high visibility. Our employees are photographed and given a photo ID badge. The ID badge lists Supervisor phone numbers and safety information, as well as instructions on how to use our automated timekeeping system.

Green Cleaning

What is "Green Cleaning" you might wonder? Green Cleaning is cleaning for health while protecting the environment. This is not only the outdoor environment but indoor as well. We use "Green Seal" certified chemicals in as many applications as we can. A Green Seal chemical meets certain standards that require a low impact on the environment.

WE'RE A PROFESSIONAL CLEANING ORGANIZATION YOU CAN RELY ON!

Management Depth

Mark's Cleaning Service is organized to run as a consistent, reliable assistant to busy building managers. We have a full time Operations Manager, Human Relations Manager, Office Manager, Carpet Manager, Working Supervisors, and support staff. Our depth keeps our organization tightly managed and efficient. It also allows for instant telephone access to a supervisor or manager whenever there is a question or concern. You can get in touch with us 24 hours a day rather than just evenings. That makes arranging for a messy accident cleanup easy for busy professionals.

Personnel Depth

Our staff includes 20 day personnel and 80 evening staff. In addition to janitorial staff and supervisors, this includes our special service and management staff. We also have a pool of skilled labor for special projects like window cleaning or floor polishing. We are also partnered with quality landscaping and power washing contractors.

State-of-the-Art Software

Our operation is fully automated with cloud based scheduling, including a mobile app with geofencing to track employees clocking in and out to confirm they are on location. It also allows us to keep a close eye on budgets to verify our staff has logged the correct labor hours. Additionally we have inspections and a communication portal built into the app. The software generates a timecard for each of our employees. These technological advances allow our staff to focus on high quality customer service.

Constant Phone Accessibility

We have made a substantial investment in communications equipment through Verizon Wireless and our janitorial software partners so all of our supervisors, managers and office staff instantly accessible to each other and to you. Through this access we can address problems immediately.

Purchasing Power through National Service Alliance

Due to the millions of square feet that we clean each week, we are able to purchase cleaning solutions and building supplies at reduced rates. This allows us to be able to pass on the savings to our clients without compromising quality.

We have also formed an alliance with janitorial contractors from across the United States to increase our purchasing power for equipment. This includes backpack vacuums to help reduce building dust through four level filtration and maintain production levels that keep us competitive.

We offer Quality, Consistency and Reliability

You no longer have to worry about what to do when the regular worker goes on vacation or gets sick. We're large enough to absorb these small annoyances without an interruption of service. Since all operations are regularly supervised and inspected, our high standards of quality are never compromised. Our people are thoroughly trained and well paid which keeps our turnover far below the industry average.

GENERAL INFORMATION

Mark's Cleaning Service, Inc.

**325 South Elmwood St.
Medina, Ohio 44256
Office # 330-725-5702
Fax # 330-723-7179**

**Owner: Mark A. Skoda
Mark'skoda@Mark'scleaning.com**

**Director of Operations: Whitney Foster
whitney@Mark'scleaning.com**

Vice President: Bonnie Skoda

Office Manager: Carol Slabaugh

Human Resource Manager: Adam Harden

Division Manager: Michael Gallucci

**Office Hours of Operation
Monday thru Friday
8:00AM - 5:00PM**

**After Hours Non Emergency Voice Mail
330-725-5702**

**After Hours Emergency Contact
Mark Skoda, Owner
Cell # 330-350-3062
Whitney Foster, Director of Operations
Cell # 330-350-1799**

Facility Maintenance Program ESC of Medina County

February 1, 2023

Janitorial Services:

5x Per Week	\$2,375 per month*
Summer months (June, July)	\$1,825 per month*
Final Post Construction Clean	Call for a quote

Hard Floor Care:

VCT Tile Maintenance	
Strip and wax floor tile with 4 coats of floor finish	Call for a quote
Quarterly Buffing	
Machine scrub with high-speed buffer	Call for a quote
Ceramic Tile & Grout Cleaning	
Apply cleaner, machine agitate, pressure wash and extract	\$1,805 per service*

Carpet & Rug Cleaning Service

Steam Extraction	
Hot water extraction with customized detergent	Call for a quote
Encapsulation Cleaning—Carpet	
Dry cleaning method with state of the art equipment	\$2,995 per service*

Addition Services on Request:

Window Cleaning Service	
Interior and Exterior windows	Call for a quote

Janitorial Supplies

All paper products, hand soap, trash liners and urinal screens provided by the client as well as all cleaning solutions, equipment and labor to complete the work scope. Janitorial supplies can be provided by Mark's Cleaning and billed to the client based on usage. Please call for current cost of janitorial supplies.

*All costs are billed monthly/per service and do not include applicable sales tax.

MARK'S CLEANING SERVICE

MAINTENANCE SERVICE AGREEMENT

MARK A. SKODA, OWNER

This agreement made on this _____ day of _____, 2023 by and between Mark's Cleaning Service, Inc. located at 325 S. Elmwood, Medina, Ohio 44256 and _____, whose main office is located at _____.

Now, therefore, the parties agree as follows:

Mark's Cleaning Service shall provide full insurance coverage and all cleaning material and labor necessary for the completion of work as specified on the Service Specifications Schedule (attached) for the above mentioned premises, and it is further agreed that additional work or schedule changes may only be authorized by _____ with notice given to Mark's Cleaning Service.

The parties further agree that payment in the amount of _____ plus applicable taxes will be billed at the beginning of each month and payable net thirty days. It is further agreed and understood that Mark's Cleaning Service is a service company and will have a large investment in labor cost and will need to cover payroll. Additional services will be invoiced at a mutually negotiated rate and billed upon completion of service.

Credits for (6) six recognized holidays were pre-determined and factored in as part of the monthly charge stated in the pricing schedule; no adjustments will be made for those events. Those holidays are: *New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.*

The term of this one year agreement will begin on the _____ day of _____, 2023, and continue until such time as this agreement is canceled by giving thirty (30) days notice, in writing, by either party to the other. Failure to give said notice shall obligate the party canceling the agreement to pay a sum equal to one month's service.

Notice to Cure - It is agreed that written notice will be given to the non-performing party of any service issues or failure to meet the Maintenance Service Agreement. A period of (3) consecutive services days to resolve service issues and (15) business days to resolve Maintenance Service Agreement issues will be used before either party can submit a written cancellation.

The service price will remain in effect with an annual cost of living adjustment unless there are changes in the original specifications for the premises, or an increase in the State or Federal Minimum Wage Laws. In the event of specification changes, the Customer will advise Mark's Cleaning Service accordingly.

It is agreed that in the event a Special Service, such as Tile Stripping and Refinishing or Carpet Cleaning, is included in the Service Specification Schedule and the Maintenance Service Agreement is canceled within a (12) twelve month period of completing the service the cost of service will be prorated and balance billed.

Mark's Cleaning Service has a major investment in recruiting and training the staff cleaning the customers place of business. Customer agrees that it will not knowingly employ or contract with any Mark's Cleaning Service staff during this contract or for one-hundred and eighty (180) days after termination of this agreement, unless Mark's Cleaning Service written consent is obtained.

Initial

Mark's Cleaning Service and their staff shall not be held responsible for any items that are thrown away that appear to be in the trash or anything that resembles a waste container.

It is further agreed and understood that this agreement constitutes the entire understanding, and shall not be binding unless in writing and signed by both parties.

In witness whereof, the undersigned have hereunto subscribed these names the day and year first above written.

Signed by _____
Printed Name

Signed by _____
Signature

Signed on behalf of Mark's Cleaning Service, Inc.

Date _____