

EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY
Regular Meeting of December 12, 2022
124 W. Washington St, Medina, Ohio

CALL TO ORDER

President Weglewski called the meeting to order at 6:01 p.m.

ROLL CALL

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

APPROVAL OF MINUTES

22-12-176 Motion by Dr. Clark and seconded by Mr. Matson to approve the minutes of the October 24, 2022 regular board meeting as presented.

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

22-12-177 Motion by Mr. Matson and seconded by Mr. Consiglio to approve the minutes of November 21, 2022 regular board meeting as presented.

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

RECOGNITION OF VISITORS

PUBLIC PARTICIPATION

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

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

TREASURER'S REPORT – Treasurer Gregory

- A. Fund Statement –October 2022 and November 2022
- B. Reconciliation – October 2022 and November 2022.
- C. Investment Review – October 2022 and November 2022.
- D. List of Bills Paid – October 2022 and November 2022
- E. Revenue and Expenses Update December 2022
- F. Cash Investment Best Practice
- G. Next Governing Board Meeting – January 9, 2023 at 5:30 p.m.

SUPERINTENDENT'S REPORT

- A. Meetings Attended
- B. Tops Scholar and Staff Recognition Dinners (April 17 and April 24)

BOARD MEMBERS' REPORTS

- A. Legislative Liaison – Mrs. Weglewski updated the board on SB 178 which overhauls the State Board of Education.
- B. Student Achievement Liaison – Mr. Ravanelli updated the board on the Medina County Career Coach and how he met with Alternative School Students and with many other local students.

- C. Policy Committee –Mr. Matson and Mrs. Weglewski updated the board on the three policies this meeting.
- D. Business Advisory Council –Dr. Clarke had nothing to report.

POLICY ITEMS

22-12-178 Motion by Dr. Clarke and seconded by Mr. Matson to approve the following policies:

EBC – Emergency Management and Safety Plans (Attachment A)
GBCB - Staff Conduct (Attachment B)
INDA – School Ceremonies and Observances/Patriotic Exercises (Attachment C)

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

PERSONNEL ITEMS

Motion by Mr. Consiglio and seconded by Mr. Matson to approve resolution numbers 22-12-179, 22-12-180, 22-12-181, 22-12-182, 22-12-183, and 22-12-184.

NEW BUSINESS AND SUPERINTENDENT'S RECOMMENDATIONS

22-12-179 Adoption of the substitute list addendum for the 2022-2023 school year. (Attachment D)

22-12-180 Employ the following classified staff members for the 2022-2023 school year:

1. Chelcey Booker, Behavior Technician, estimated 1350 hours (estimated 180 days, 7.5 hours per day) at a pay rate of \$25.00 per hour, prorated to 113 days (reestimated 847.5 hours) effective November 29, 2022.

22-12-181 Employ the following certified staff members for the 2022-2023 school year:

1. Hannah Bissonette, ASL Interpreter, estimated 1246 hours (estimated 178 days, 7 hours per day) at a pay rate of \$24.00 per hour, prorated to 107 days (estimated 749 hours), effective November 28, 2022.
2. Dixie Casal, Teacher, reapprove for continued employment (same terms) effective December 24, 2022, through February 24, 2023.
3. Jennifer Potter, Teacher, reapprove for continued employment (same terms) effective December 24, 2022, through February 24, 2023.
4. Lauren Riggi, Teacher, reapprove for continued employment (same terms) effective December 24, 2022, through February 24, 2023.
5. Morgan Will, Teacher, reapprove for continued employment (same terms) effective December 24, 2022, through February 24, 2023.

22-12-182 Approve the following change to employment/contract status for the 2022-2023 school year:

1. Roger Nowell, Courier, current rate of \$12.00 increased to \$13.00 effective January 1, 2023.
2. Bria Zupancic, ASL Interpreter, change resignation date to November 17, 2022 from November 16, 2022.

22-12-183 Approve the following resignations for the 2022-2023 school year.

1. David Eastwood, Vehicle Driver, effective December 1, 2022.
2. Justin Fields, Technician, effective December 30, 2022.
3. Kristi Upole, School Psychologist, effective December 21, 2022.

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

ACTION ITEMS

22-12-184 Motion by Mr. Consiglio and seconded by Dr. Clarke to approve mileage reimbursement of \$308.25 and \$932.25 for Matthew Gregory and Robert Hlasko respectively. (Attachment E & F)

Note: Amount for Hlasko was changed from the original agenda. From 1491.60 to 932.25. 1491.60 is the mileage, the 932.25 is the calculated payment.

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

22-12-185 Motion by Mr. Matson and seconded by Mr. Consiglio to approve a severance payment of \$801.15 to Susan Ziegler for retirement.

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

22-12-186 Motion by Mrs. Weglewski and seconded by Mr. Ravanelli to approve the Investment Management agreement with RedTree Investment Group and the Custody Account Application with US Bank. (Attachments G & H)

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

22-12-187 Motion by Mr. Consiglio and seconded by Mr. Matson to approve as a proper public purpose the purchase of coffee, meals, refreshment or other amenities for employees, customers and students of the ESC. The Governing board finds the expenditures necessary and vital to strengthen the relationship between the ESC and our member districts.

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

22-12-188 Motion by Mr. Consiglio and seconded by Mr. Matson to approve the adoption agreement for AFPlanServ, the Section 403b plan Administrative Service Agreement and the Investment Provider Agreement all with American Fidelity Assurance Company. (Attachments I, J, K)

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

22-12-189 Motion by Mr. Matson and seconded by Mr. Consiglio to approve the 5 year service agreement with Bonefish Systems for Accounts Payable and Payroll Monitoring. (Attachment L)

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

22-12-190 Motion by Dr. Clarke and seconded by Mr. Matson to approve the following 2022-2023 Service Agreements and Amendments. (ORC 3313.843 and 3313.845)

- | | |
|------------------------------|--|
| 1. Black River Local Schools | Substitute Teacher Amendment (Attachment M) |
| 2. Brunswick City Schools | Teacher of Deaf Amendment (Attachment N) |
| 3. Brunswick City Schools | Transition Specialist Amendment (Attachment O) |
| 4. Buckeye Local Schools | CPR (Attachment P) |
| 5. Berea City Schools | Camp Nuhop Amendment (Attachment Q) |
| 6. Berea City Schools | Nursing Services Amendment (Attachment R) |
| 7. Lorain City Schools | Accounts Payable Services (Attachment S) |

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

22-12-191 Motion by Mrs. Weglewski and seconded by Mr. Ravanelli to accept the following donations:

Medina Sunrise Rotary	Fair Honors Ensembles	\$700.00
David Lariviere	Medina Co College, Tech and Trade Fair	\$5.00
Homer Smith	Del Graff Scholarship	\$100.00
Dennis Reese	Del Graff Scholarship	\$25.00

Victoria Cooper

Del Graff Scholarship

\$50.00

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

22-12-192 Nomination of a President Pro-Tempore for the January 2023 Organizational Meeting

Motion by Mr. Consiglio and seconded by Mr. Matson to nominate Carolyn Weglewski as President Pro-Tempore in order to lead the Organizational Meeting in January 2023.

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

ADJOURNMENT

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

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

Minutes Approved:



President



Treasurer

****OSBA Sample** School Ceremonies and Observances/Patriotic Exercises**

****This is the OSBA sample policy.****

School Ceremonies and Observances/Patriotic Exercises

The Board believes that special recognition should be given to national holidays. The building principal should encourage a discreet observance of these holidays, which have become a part of the American heritage. These observances may in some instances be in the form of a school assembly while in other instances they are a part of the classroom work.

The Board directs the administration to develop specific activities within each building to convey the meaning and significance of Veterans Day. The observance must be at least one hour long, except in buildings that schedule class periods of less than an hour. In those buildings, the observance must be at least one standard class period in length.

Religious Holidays and Observances

The following guidelines govern the observance of, and teaching about, religious holidays in the schools:

1. The public schools must be neutral in matters of religion. The schools must show no preference for one religion over another. They must refrain from the promotion of any religion or all religions; consequently, no religious celebrations may be conducted by the public schools.

Religious celebration" is defined as:

- A. a formal observance, including worship or religious services of any kind, whether or not conducted by a member of the clergy. Religious observances cannot be justified by the fact that the majority of students or individuals in a given community happen to approve of the practice or by the fact that individual students may absent themselves upon parental request;
 - B. the display of religious objects or symbols, except those that are integral parts of a short-term study in the curriculum, such as art, history, etc.; or
 - C. the presentation of religious music, except to the extent that such music is presented for its musical rather than its religious content. Songs or music programs that have significance for a particular religion should not be sung or performed in the school during the period that coincides with the community celebration of the events portrayed in the music. Festive songs that cannot be associated with a religious celebration are permitted.
2. A program or observance related to a religious holiday in theme or timing should be evaluated as to its purpose and effect. If either the purpose or the effect is judged to be religious rather than secular, the activity should not be undertaken.
 3. The school should avoid any activity, display or exhibit that promotes or gives its approval to religious matters.

Patriotic Exercises

(Choose one of the following two paragraphs.)

The Board requires all students, grades kindergarten through 12, to recite the Pledge of Allegiance during the school day at a time

and manner specified by the building principal

OR

The Board does not require the daily recitation of the Pledge of Allegiance. However, the Board encourages reciting of the pledge on a regular basis as determined by the classroom teacher or building principal. The District is prohibited from preventing a teacher from having students recite the Pledge of Allegiance in the teacher's classroom.

In addition, District administrators, staff and students are prohibited from altering the wording of the Pledge of Allegiance.

The Board recognizes that beliefs of some persons prohibit participation in the pledge, the salute to the United States flag or other opening exercises. Therefore, such persons are excused from participation.

The Board prohibits the intimidation of any student by other students or staff aimed at coercing participation in reciting the pledge.

School Prayer

The Board certifies that it does not have, nor will it adopt, any policies that deny or prevent participation in constitutionally protected school prayer. This certification is submitted annually by October 1 to the Ohio Department of Education.

Permissive language

Moment of Silence

The Board may provide for a moment of silence with participation of students for prayer, reflection or meditation upon a moral, philosophical or patriotic theme.

The Board, administrators or any District employee shall not require a student to participate in a moment of silence.

Constitution Day

On September 17 of each year, the District may participate in the celebration of Constitution Day by reciting the Preamble of the Constitution at 2:00 p.m. EST. When the 17th falls on a weekend, the day of celebration will be announced.

NOTE: THIS IS A REQUIRED POLICY

Legal References:

U.S. Constitution Amend. I, Establishment Cl.
Elementary and Secondary Education Act; 20 USC 1221 et
seq.
ORC 5.23
ORC 3313.601
ORC 3313.602
ORC 3313.63
ORC 3313.80
ORC 3320.01
ORC 3320.02
ORC 3320.03
OAC 3301-35-04

Management Resources: 2022 Issue 3 August Policy Development Quarterly

Adoption Date: **08.22**

Classification: **Required Policy, District customization required**

Revised Dates: ;

****OSBA Sample** Emergency Management and Safety Plans**

****This is the OSBA sample policy.****

Emergency Management and Safety Plans

The Board acknowledges that the safety and well-being of students and staff are high priorities. Although emergencies cannot be predicted, effective prevention and management strategies are used to minimize the effects of emergency situations arising in the District.

An emergency is defined as a serious, unexpected, and often dangerous situation requiring immediate action that threatens the actual safety and security of students, employees or visitors of the District or whose impact threatens the feeling of safety and security, both of which are detrimental to a positive learning environment. Emergencies or hazards include, but are not limited to: an active shooter, hostage situations, bomb threats, **act of terrorism, infectious diseases or pandemic, severe weather, bullying, threats of violence or threats to life, and other natural, technological or human-caused events that the administrator knew or should have reasonably known about that compromise the health or safety of students, employees, administrators or property.** ~~bullying, fire, natural disasters, medical emergencies, industrial accidents, suicide, death of a student or employee, acts of violence, trauma and terrorism.~~

Comprehensive Emergency Management Plan and Test

The Superintendent/designee develops a comprehensive emergency management plan meeting State law requirements for each building **with the involvement of applicable stakeholders.** The plan establishes protocols for addressing and responding to serious threats to the safety of the school property, students, staff, volunteers and visitors. Each protocol includes procedures deemed appropriate by the Board or governing authority for responding to threats and emergency events including, but not limited to: notification of appropriate law enforcement personnel; calling upon specified emergency response personnel, **mental health professionals, public health officials and other outside experts who could assist in responding to and recovering from an emergency,** ~~for assistance~~ and informing parents of affected students. The plan includes **the emergency operations plan established under State law,** a floor plan unique to each floor of the building, a site plan including all building property and surrounding property, an emergency contact sheet, a threat assessment plan, ~~and a protocol for school threat assessment teams established under State law;~~ **including completion of required trainings, and stakeholder signatures.** The plan is kept in a secure location and is not considered a public record.

A copy of each school building's current comprehensive emergency management plan is filed with the Director of Public Safety, ~~and the law enforcement agency that has jurisdiction over the school building, and, upon request,~~ **Upon request the plan also is provided to the regional mobile training officer and the fire department and emergency medical service organization that serves the political subdivision in which the school building is located.** The floor plan is used solely by first responders responding to an emergency in the building and is not a public record.

The administration reviews the plan annually, considering the most current information dealing with the subjects, as well as making relevant information about the plan known to the community. The administration certifies the accuracy of the plan, **emergency contact information sheet, floor plan and site plan** to the Director of Public Safety ~~by between January 1 and July 1 annually.~~ When the comprehensive emergency management plan is used, assessment of the way the emergency was handled is completed by the Board and the administration. Suggestions for improvement, if necessary, are solicited from **all applicable stakeholders.**

Although the plan is reviewed annually, State law requires the District's comprehensive emergency management plan to be updated **at least every three years from the previous date of compliance** and whenever a major modification to an individual school building requires changes in that building's procedures or whenever information on the emergency contact information sheet changes. **The three-year review process reflects on lessons learned based on areas of improvement identified in the required emergency management test and actual emergencies at the school building, and best practices to continually improve the plan.**

An emergency management test is conducted annually in accordance with State law. **Student participation in such tests is not**

mandatory. Parental consent should be obtained when students are to be included in emergency management tests. When evaluating student inclusion in emergency management tests, the administration considers what benefit such inclusion may have on the student population in preparation for an emergency and to enhance the safety of students in the building. Administrators consider age-appropriate participation, guidance, trauma-informed best practice and training in preparing for student participation in any tests.

Emergency Drills

The Board directs the Superintendent/designee to conduct all drills required by State law. Drills provide both students and staff with practice in responding to emergency conditions should such conditions occur. Plans are posted in each classroom and other areas accessible to staff and students where required by law.

Legal References

ORC 109.78
ORC 149.43
ORC 149.433
ORC 2305.235
ORC 2923.11
ORC 3301.56
ORC 3313.20, 3313.669, 3313.717, 3313.719, 3313.951
ORC 3314.03, 3314.16
ORC 3701.85
ORC 3737.73, 3737.99
ORC 5502.262
ORC 5502.70
ORC 5502.703
OAC 4501:5-1-01
OAC 3304-5-04

Cross References

EBAA: Reporting of Hazards
EBBA: First Aid
EBBC: Bloodborne Pathogens
ECA: Buildings and Grounds Security
ECG: Integrated Pest Management
EEAC: School Bus Safety Program
EF: Food Services Management
EFB: Free and Reduced-Price Food Services
EFH: Food Allergies
G6E: Staff Health and Safety
JHCD: Administering Medicines to Students
JHF: Student Safety
KBCA: News Releases
KK: Visitors to the Schools
Emergency Management and Safety Plans Handbook

***NOTE:** State law outlines specific requirements for development and implementation of emergency management plans and tests. When considering options for school safety and security, House Bill (HB) 99 (2022) authorizes the use of armed staff in accordance with statutory requirements. Districts choosing to arm staff should follow all required protocols and work with legal counsel. HB 99 also established the Crisis Center and Mobile Training Team, designed to provide school safety and security services to all public and nonpublic schools, not just those that decide to arm staff. The bill requires the appointment of 15 regional mobile training officers to assist districts in various aspects of school safety and security.*

THIS IS A REQUIRED POLICY

Cross References:

EBAA - Reporting of Hazards
EBBA - First Aid
EBBC - Bloodborne Pathogens

ECA - Buildings and Grounds Security
ECG - Integrated Pest Management
EEAC - School Bus Safety Program
EF / EFB - Food Services Management/Free and Reduced-Price Food Services
EFH - Food Allergies
GBE - Staff Health and Safety
JHCD - Administering Medicines to Students (Version 1)
JHF - Student Safety
KBCA - News Releases
KK - Visitors to the Schools

Legal References:

ORC 109.78
ORC 149.43
ORC 149.433
ORC 2305.235
ORC 2923.11
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ORC 3737.99
ORC 5502.262
ORC 5502.70
ORC 5502.703
OAC 4501:5-1-01

Management Resources: 2022 Issue 3 August Policy Development Quarterly

Adoption Date: **08.22**
Classification: **Required Policy**
Revised Dates: ;

****OSBA Sample** Staff Conduct**

****This is the OSBA sample policy.****

Staff Conduct

All staff members have a responsibility to make themselves familiar with, and to abide by, the laws of the state of Ohio, the negotiated agreement, the policies of the Board and the administrative regulations designed to implement them. All educators also are required to comply with the Licensure Code of Professional Conduct for Ohio Educators.

The Board expects staff members to conduct themselves in a manner that not only reflects credit to the District, but also presents a model worthy of emulation by students. Unless otherwise permitted by law, staff members are not permitted to bring a deadly weapon or dangerous ordnance into a school safety zone.

All staff members are expected to carry out their assigned responsibilities. Essential to the success of ongoing operations and the instructional program are the following specific responsibilities, which are required of all personnel:

1. faithfulness and promptness in attendance at work;
2. support and enforcement of policies of the Board and regulations of the administration;
3. diligence in submitting required reports promptly at the times specified;
4. care and protection of District property and
5. concern and attention toward their own and the District's legal responsibility for the safety and welfare of students, including the need to ensure that students are under supervision at all times.

Legal References:

Gun-Free Schools Act; 20 USC 7151
Gun-Free School Zones Act; 18 USC 922
ORC 109.78
ORC 124.34
ORC 149.43
ORC 2923.111
ORC 2923.1210
ORC 2923.1212
ORC 2923.122
ORC 3319.081
ORC 3319.16
ORC 3319.31
ORC 3319.311
ORC 3319.36
ORC 5502.70
ORC 5502.703
OAC Chapter 3301-73

Cross References:

GBCA - Staff Conflict of Interest
GBCC - Staff Dress and Grooming
GBH (Also JM) - Staff-Student Relations
JFC - Student Conduct (Zero Tolerance)

NOTE: The Licensure Code of Professional Conduct for Ohio Educators (Licensure Code) is adopted and updated by the State Board of Education (SBOE) due to legislative requirements. The Licensure Code serves as a basis for decisions on issues relating to licensure and provides a guide for conduct having professional implications. It covers teachers, principals, superintendents, educational aides, coaches, substitute teachers and other individuals credentialed by the SBOE. It is used in conjunction with applicable statutes and administrative rules.

Senate Bill (SB) 215, effective June 13, 2022, made several changes to Ohio's concealed-carry gun laws. The bill allows all "qualifying adults," as defined by Ohio Revised Code Section (RC) 2923.111, to carry a concealed handgun without a valid concealed-carry license or temporary emergency license and references to concealed handgun licensees throughout the RC now generally apply to qualifying adults, except where specifically limited.

Ohio's concealed-carry gun laws enable a qualifying adult or an individual with a valid concealed-carry license or temporary emergency license who is either a driver or passenger in a motor vehicle in a school safety zone to have a loaded handgun if one of the following applies: (1) the loaded handgun is in a holster on the person's person; (2) the loaded handgun is in a closed case, bag, box or other container that is in plain sight and that has a lid, cover or closing mechanism; (3) the lid, cover or closing mechanism on the container has a zipper, snap or buckle and must be opened for a person to gain access to the handgun; (4) the loaded handgun is securely encased by being stored in a closed glove compartment or vehicle console or in a case that is locked.

SB 199 revisions to RC 2923.122, effective March 19, 2017, allow a person who has a valid concealed handgun license to leave the firearm in a motor vehicle while in a school safety zone, so long as the vehicle is locked. As a result of SB 215, qualifying adults also are included in this right.

RC 2923.1210, added through SB 199 (2017), states that a public or private employer may not establish, maintain or enforce a policy that prohibits a person who has a valid concealed handgun license from transporting or storing a firearm or ammunition when both of the following conditions are met:

- Each firearm and all of the ammunition remains inside the person's privately-owned motor vehicle while the person is physically present inside the motor vehicle, or each firearm and all of the ammunition is locked within the trunk, glove box, or other enclosed compartment or container within or on the person's privately-owned motor vehicle and
- The vehicle is in a location where it is otherwise permitted to be.

When considering options for school safety and security, House Bill (HB) 99 (2022) authorizes the use of armed staff in accordance with statutory requirements. Districts choosing to arm staff should follow all required protocols and work with legal counsel.

Cross References:

GBCA - Staff Conflict of Interest
GBCC - Staff Dress and Grooming
GBH (Also JM) - Staff-Student Relations
JFC - Student Conduct (Zero Tolerance)
JHF - Student Safety
KGB - Public Conduct on District Property

Legal References:

Gun-Free Schools Act; 20 USC 7151
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ORC 109.78
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Management Resources: 2022 Issue 3 August Policy Development Quarterly

Adoption Date: **08.22**
Classification:
Revised Dates: ;

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C. Policy Committee –Mr. Matson and Mrs. Weglewski updated the board on the three policies this meeting.

D. Business Advisory Council –Dr. Clarke had nothing to report.

POLICY ITEMS

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GBCB - Staff Conduct (Attachment B)

INDA – School Ceremonies and Observances/Patriotic Exercises (Attachment C)

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3. Kristi Upole, School Psychologist, effective December 21, 2022.

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

ACTION ITEMS

Medina County Schools' ESC

Attachment D

124 W. Washington Street

Medina, OH 44256

Phone: 330-723-6393

Fax: 330-723-0573

Substitute/Tutor Listing - All Districts

Both

Carey Coleman Jr.

Change Notes: 12/8/22: ESC Pre-Board approved by Superintendent Bob Hlasko / 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 checked="" type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
5 Year Short Term Sub Licens		General Education				6/30/2023

Erik Steidl

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
5 Year Professional		Teaching English to Speakers of Other Langu			P-12	6/30/2026

Substitute

Michelle Horton

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

Janalene Kellar

Change Notes:

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

Substitute/Tutor Listing - All Districts

Rebekah Rathman-Wingrove

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 type="checkbox"/>	<input 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

Zofia Tobiasz

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 checked="" type="checkbox"/>	<input type="checkbox"/>	
License Area		Subject Area				Grade	Expires
5 Year Substitute Multi-Age P		Education Degree - Unlimited				PK-12	6/30/2027

Mileage Log

Employee Name Matthew Gregory

Employee Signature:

DocuSigned by:



 ES87581AC57D4A0...

Date	Starting Location	Ending Location	Notes/Reason for meeting	Total Miles
7/14/22	ESC	Skidmore Law	Drop off papers for legal dispute	23.8
7/19/22	ESC	Williams on the Lake	Safety Council Meeting There and Back	3
7/21, 7/22	ESC	Bank, back to ESC	Bank Deposit	3.8
7/22	ESC	Seville	Weed care	7.9
7/27, 8/9	ESC	Seville	Weekly check	15.8
8/22	ESC	ESC	Seville Engineer Evaluation	31.6
9/13/22	ESC	ESC	To Westfield for Furniture and back for Treasurer's Meeting	19.6
9/13/22	ESC	ESC	Back to Westfield to storage and back to finish up	15
9/27/22	ESC	ESC	OESCA Conference	195.8
10/3/22	Seville	ESC	Building Check	7.9
10/7/22	Seville	ESC	Building and Storage Check	12.2
10/13/22	Seville	ESC	Building and Storage Check	12.2
10/21/22	ESC	Seville	Building Check and Engineer check	7.9
10/27/22	ESC	Seville	Building Check and Furnance	7.9
10/31/22	ESC	ESC	Selling of Van from Gov Deals	4.6
11/4/22	Seville	ESC	Locksmith and building check	7.9
11/10/22	Seville	ESC	Building and Storage Check	12.2
11/29/22	ESC	ESC	Lorain Consultation	84
11/30/22	Seville	ESC	Building check	7.9
12/6/22	Seville	ESC	Building and Storage Check	12.2
Total Miles:				493.2
IRS Rate 62.5 Cents per Mile Payment				\$308.25

Attachment E

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

Employee Name: Bob Hlasko Employee Signature: _____

Date	Starting Location	Ending Location	Notes/Reason for meeting	Total Miles
8/12/22	ESC	NEO-ESC (and return)	GCSSA/OSC Mtg	57.6
8/18/22	ESC	Home Depot/Seville Bldg (and return)	ESC - Home Depot (buy ladder) - HD to Seville to drop off then back to ESC	19.8
8/24/22	ESC	Westfield CIT (and return)	view furniture donation	22.4
8/25/22	ESC	Seville Storage (and return)	storage unit for furn.	20.0
9/8/22	ESC	NEO ESC (and return)	NCSSA Meeting	57.6
9/13	ESC	Westfield Co/Storage Unit (trips x2)	Furniture Move	22.4
9/13	Home	Westfield - Blair Center (after hours) (and return)	Leadership Medina County - Event	29
9/15	ESC	Westfield Co (and return)	Project Search Visit	21.4
9/16	ESC	NEO ESC (and return)	OSC, GCSSA, Connect Board Meetings	57.6
9/20	Home	Holiday Inn - Independence	CSTAG Training (and return) (subtracted mileage to ESC)	53.6
9/21	Home	Holiday Inn - Independence	CSTAG Training (and return) (subtracted mileage to ESC)	53.6
9/22	Home	Holiday Inn - Independence	CSTAG Training (and return) (subtracted mileage to ESC)	53.6
9/23	ESC	MC Health Dept (and return)	Opiate Task Force Mtg	3.6
9/26	Home	Renaissance (Polaris-Westerville)	OESCA Conference (subtracted mileage to ESC)	83.6
9/27	above	above	return from above (subtracted mileage to ESC)	83.6

9/28	ESC	MC Health Dept	Family First Council Mtg	3.6
10/4	Home	Hilton - Polaris	BASA Conference (subtracted mileage to ESC)	82.3
10/5	above	above	return from above (subtracted mileage to ESC)	82.3
10/11	ESC	Pride One (and return)	Rotary	10.6
10/17	ESC	Highland High School (and return)	CSTAG Training	16.2
10/25	ESC	Blair Center Westfield	MCEDC Business Awards	10.7
10/26	ESC	NEO ESC (and return)	Connect Board Mtg and OSTs Mtg	57.6
10/26	ESC	One Eleven Bistro (and return)	Rotary Award Event	8.4
10/27	Home (after hours)	Buckeye HS (and return)	Facility Advisory Mtg	18.8
10/28	ESC	MCCC (and return)	lunch mtg w/ MCCC admin	5.2
11/1	Home	BASA (and return - subtracted mileage to ESC and back)	Executive Comm Mtg	175
11/7	ESC	NEONet (and return)	Annual Assembly Mtg	43
11/14	Home	Hilton Downtown Columbus (and return - subtracted mileage to ESC and back)	OESCA Awards Brunch	190.6
11/15	ESC	Pride One (and return)	Rotary Mtg	10.4
11/16	ESC	Welser Profile	Dual Apprenticeship Mtg	10.2
11/17	ESC	MCEDC - Brunswick Rec Center (and return)	Education Presentation	17.4
11/18	Home	NEO ESC (and return to ESC - subtracted mileage from home to ESC)	OSC/GCSSA Board Mtgs	54.8
12/7	ESC	Medina Cty Admin Bldg	MCDAC comm mtg	0.3
12/9	Home	NEO ESC (and return subtracted mileage from home to ESC both ways)	OSC/GCSSA/Connect Board Meetings	54.8
		TOTAL		1491.6

Please fax to: 330-723-0573 Attention Gloria
Or

Email to: gschultz@medina-esc.org

Approved by: _____



Attachment G

REDTREE INVESTMENT GROUP
Investment Management Agreement

Kindred Spirits Investment Management, LLC, doing business as RedTree Investment Group (the "Adviser"), is a registered investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act"). In consideration of the agreements herein, the undersigned, **ESC of Medina County** (the "Client"), hereby retains Adviser to provide advice and supervision for Client's investment portfolio managed by Adviser (the "Account") consistent with its duties and obligations under the Advisers Act. Client recognizes that risk is inherent in any investment in securities and that Adviser cannot guarantee any level of return on the investment capital in the Account.

- 1. Investment Management.** Adviser will invest and reinvest the securities, cash and/or other investments held in the Account in accordance with the investment guidelines and policy statement (the "Investment Guidelines") attached hereto as Addendum A, and as amended from time to time by Client. Adviser shall not be liable for the establishment of the Investment Guidelines and shall have no responsibility for the management of any assets other than those in the Account which are designated for management by Adviser.

In connection with the advisory services being provided to Client, Adviser is entitled to rely on the financial and other information supplied by Client. Client agrees to provide such information as Adviser may require and to inform Adviser in writing of any material change in circumstances which might materially affect the manner in which Account assets should be invested and to provide Adviser with such other information as Adviser may reasonably request.

The portfolio manager or other personnel knowledgeable about the Account will be reasonably available to assist the Client during regular business hours. The Client will receive periodic statements regarding the Account. Client agrees to notify Adviser promptly regarding any questions or concerns about any item in such statement.

- 2. Trading Authorization.** Subject to any limitations imposed by the Investment Guidelines, Adviser shall have full discretionary authority and shall act as agent and attorney-in-fact with respect to the Account. Pursuant to such authorization, and in accordance with the Investment Guidelines, Adviser may, in its sole discretion and at Client's risk, purchase, sell, exchange, convert and otherwise trade the securities and other investments in the Account, as well as arrange for delivery and payment in connection with the above, and act on Client's behalf in all matters necessary or incidental to the handling of the Account. This trading authorization shall remain in full force and effect until terminated by either party pursuant to the provisions of paragraph 8 of this Agreement. The termination of the trading authorization will constitute a termination of this Agreement.
- 3. Execution Services.** Unless instructed in writing to the contrary, and to the extent consistent with Adviser's duty to obtain best execution, Adviser will select the broker/dealer(s) to provide execution services relative to the purchase and/or sale of securities for the Account. Client hereby authorizes Adviser to effect transactions in the Account through such unaffiliated broker/dealers as Adviser may select consistent with its fiduciary duties to the extent permitted by law.

Unless instructed in writing to the contrary, any specification of a broker or dealer by Client indicates a preference for such broker or dealer but does not constitute a direction requiring order execution through such broker or dealer. Client understands that Adviser negotiates commissions for transactions, and that in doing so Adviser may consider, where applicable, such factors as Client preferences; research services; execution capability; commission rates; financial standing of executing firm; timeliness in rendering services; availability, cost and quality of custodial services; and continuity in providing such services. Client also understands that commission levels vary among brokers or dealers and differ according to the size and type of transactions. Any direction or Client preference of a specific broker or dealer may affect Adviser's ability to negotiate commissions and may result in a disparity between the Client's commission charges and those which might otherwise be obtainable by Adviser.

Client understands that Adviser performs, among other things, investment advisory services for other clients. Client recognizes that Adviser may give advice and take action in the performance of its duties to clients (including other Adviser's clients) that may differ from advice given, or in the timing and nature of action taken, with respect to Client. Nothing in this Agreement shall be deemed to impose any obligation on Adviser to purchase or sell, or recommend for purchase or sale, for Client any securities or

other investments which Adviser or any affiliates may purchase or sell, or recommend for purchase or sale, for its or their own account, or for the account of any other client.

4. **Custody.** The Client shall appoint a custodian (the "Custodian") to have possession of the assets of the Account and settle transactions for the Account. Adviser may recommend to the Client a Custodian, such as US Bank National Association ("US Bank"). If the Client chooses US Bank as its Custodian, Adviser will, if instructed by the Client and Adviser agrees, pay the custodial fee of the Client until this Agreement is terminated or as otherwise determined by Adviser. The Client agrees to instruct the Custodian to accept instructions from Adviser regarding the assets in the Account, notify Adviser as to the identity of the Custodian, provide Adviser with reasonable advance notice of any subsequent changes in the Custodian, and, to the extent applicable, to disburse fees due hereunder to Adviser. The Client agrees to notify Adviser promptly of any additions to, or withdrawals from the Account, and the Client agrees to instruct Adviser to notify the Custodian of any additions to, or withdrawals from, the Account. The Client shall be responsible for all custodial arrangements, all acts and omissions of the Custodian, and all direct expenses of the Account (e.g., custodian's fees, brokerage expenses), unless the Client has chosen US Bank as its Custodian in which case Adviser will pay the custodial fee of the Client. Client should review all account statements provided by such Custodian and compare those account statements to any account statements provided by Adviser.
5. **Fees.** The Client agrees to pay Adviser a monthly fee in arrears for its services hereunder computed and payable in accordance with Addendum B attached hereto. It is understood that the fee schedule indicated in Addendum B may be changed from time to time by Adviser upon at least ninety (90) days' prior written notice to the Client. The Client agrees that a portion of the fee may be used to pay for Custodian fees if the Client chooses to use US Bank as its Custodian. If the Client does not choose US Bank as its custodian, Adviser, unless otherwise agreed upon by the parties, will not pay the Client's Custodian fee and it will be the obligation of the Client to pay such Custodian fee. In computing the market value of any investment of the Account, each security shall be valued in a manner determined in good faith by Adviser to reflect its fair market value. If Adviser receives reports from the custodian setting forth current market prices or values of the assets, Adviser may rely on that information without verification in determining the fair market value of the assets in the Client's account.

Client's account may be invested, from time to time, in underlying investments (e.g., money market mutual funds, etc.) that have their own fees and expenses that are borne either directly or indirectly by their shareholders or unit holders, including Client. These fees and expenses are separate from, and in addition to, the other fees payable to Adviser by Client. As a result of making such investments in these types of funds, Client should be aware that Client is paying multiple layers of fees on the amount of Client's assets so invested—the fees and expenses charged by the funds and the fees and other compensation that Client pays to Adviser.

6. **Directions to Adviser.** If this Agreement is entered into by a trustee or other fiduciary, the trustees or other fiduciary acting on behalf of the Client represents that the services contemplated by this contract are within the scope of the investments authorized pursuant to any applicable plan, trust and/or applicable law and that the person signing below is duly authorized to negotiate the terms of this Agreement, including fees, and to enter into (and renew) this Agreement. Client warrants that any securities delivered to Adviser are free of any encumbrances, including constructive liens. If the signatory is acting on behalf of a corporation, the signatory represents that the execution of this Agreement has been duly authorized by appropriate corporate action. Client agrees to notify Adviser promptly in writing of any event which might affect this authority or the propriety of this Agreement.
7. **Proxies and other Legal Notices.** Unless otherwise specified in writing by the Client, Adviser shall vote all proxies at its discretion and in accordance with its proxy voting guidelines. Adviser is authorized, but is not required, to take any action or render any advice with respect to securities presently or formerly held in the Account, or the issuers thereof, which become the subject of any legal proceedings, including bankruptcies.
8. **Termination of Agreement.** This Agreement may be terminated upon at least thirty (30) days' prior written notice by either party to the other and termination will become effective upon receipt of such notice; provided, however, that Client may terminate discretion on the Account at any time by providing written notice as specified herein to Adviser. Client will send additional copies any such notice of termination to the address listed in section 14. Such termination will not, however, affect the liabilities or obligations of the parties under this Agreement arising from transactions initiated prior to such termination and Adviser shall retain amounts in the Account sufficient to effect completion of such transactions. Upon the termination of this Agreement, Adviser shall be under no obligation whatsoever to recommend any action with regard to, or to liquidate the securities or other investments in the Account.
9. **Non-Assignability.** This Agreement may not be assigned (within the meaning of the Advisers Act) by Adviser without the prior written consent of Client.

10. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio applicable to agreements fully executed and to be performed therein exclusive of conflicts of law, provided, however, that nothing herein shall be construed in any manner inconsistent with the Advisers Act, or any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder.
11. **Entire Agreement.** This Agreement represents the entire agreement between the parties with regard to the matters described herein and may not be modified or amended except by a writing signed by the party to be charged except as otherwise noted herein.
12. **Severability.** If any provision of this Agreement shall be held or made invalid by a statute, rule, regulation, decision of a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provisions of this Agreement shall be deemed to be severable.
13. **Reserved.**
14. **Electronic Signature and Delivery.** The Adviser may use electronic signatures and obtain them from the Client as part of transactions with the Client. Client authorizes delivery, and agrees to accept, all required regulatory notices, disclosures, and other communications and documents via electronic mail and/or via Adviser's internet web site, rather than orally or by traditional mailing of paper copies. By consenting to the electronic delivery of all information relating to the Assets, Client hereby acknowledge that they possess the technical ability and resources to receive electronic delivery of documents through electronic mail or Adviser internet website, and authorizes Adviser to deliver all communications by electronic mail to the email address specified by Client from time to time ("Email Address") or by posting the communication on Adviser internet website. Client further agree that Adviser may provide in any electronic medium (including via Email Address delivery or posting on Adviser website) any recommendation, disclosure, or document that is required by applicable securities laws or this Agreement to be provided by Adviser, and that the use of any one method permitted under this Agreement for communications with Client will be sufficient to satisfy any delivery requirement thereunder. If Client chooses to opt out of electronic delivery, then they agree that Adviser may deliver communications and documents orally or by traditional mailing of paper copies. Both parties acknowledge and agree that an electronic copy of a document shall have the same evidentiary authority and effect as a hard copy original of said document.
15. **Notice.** All notices, requests, instructions or other communications required or permitted under this Agreement shall be given in writing (and shall be deemed to have been duly given upon receipt) by delivery in person, by facsimile, by registered or certified mail (postage prepaid, return receipt requested), by electronic mail, or by overnight delivery to the respective parties as follows:

If to the Client:

ESC of Medina County

124 West Washington Street

Medina, OH 44256

Matthew Gregory

Treasurer

If to Adviser:

RedTree Investment Group

4016 Allston St., Suite 4

Cincinnati, Ohio 45209

Attention: Ryan Nelson

Telephone: (513) 758-8494

Facsimile: (513) 758-8479

E-mail: docs@redtreeinv.com

16. Representations. By executing and delivering this Agreement, the Client represents that this Agreement is valid and has been duly authorized by appropriate corporate or similar action, does not violate any obligation by which the Client is bound, and when so executed and delivered, will be binding upon Client in accordance with its terms (and the Client agrees to provide Adviser with evidence of such authority as may be reasonably requested by Adviser). The Client further represents that it has determined (on its own or based on consultations with its legal, tax, or other advisors) that having Adviser manage the Account is consistent with the Client's investment objectives and that the Client has had access to any and all information concerning Adviser which it has requested or considers necessary to make a proper evaluation of entering into this Agreement. The Client specifically acknowledges that it has received Adviser's disclosure statement, as required by Rule 204-3 under the Advisers Act (Adviser's Form ADV Part 2A, or its brochure, herein defined as the "Brochure").

17. Miscellaneous.

The date of this Agreement shall be the later of the date of acceptance by Adviser or the receipt by Adviser of the monies and or the securities for investment.

As used herein, reference in the singular shall, as and if appropriate, include the plural.

All paragraph headings in this Agreement are for convenience of reference only, do not form part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

This Agreement shall be governed by the laws of the State of Ohio, except to the extent superseded by the Advisers Act.

ESC of Medina County

**Kindred Spirits Investment Management,
LLC. d/b/a RedTree Investment Group**

DocuSigned by:
Matthew Gregory
E567581AC57D4A0

(Signature)

Ryan K. Nelson

(Signature)

Name: Matthew Gregory

Name: Ryan Nelson, CFA

Title: Treasurer

Title: Managing Principal

10/27/2022

Date: _____

Date: _____

Addendum A

Investment Guidelines

Attached

Addendum B

ESC of Medina County

Fees shall be assessed against the Account in arrears following the end of each calendar month based on the value of the assets in the Account on the last business day of the applicable month. If assets are added to or withdrawn from the Account during the month, an appropriate adjustment will be made to the fee charged for that month. All monthly fees and charges are automatically assessed against the Client's Account unless the Client elects direct billing. If Client elects direct billing for services hereunder, Client shall pay the monthly fees and charges within fifteen (15) days after receipt of the bill. If this Agreement shall be in effect for only a portion of a month, the fee shall be pro-rated for such portion based on the number of days the Agreement was in effect to the number of days in the month.

The following annual fees will be charged to the ESC of Medina County - General Fund account:

\$1.00 per \$1,000 on all assets under management (10 basis points)



Custody Account Application — RedTree Investment Group

CIP Exempt

Return to: info@redtreeinv.com or fax: 513.758.8479

U.S. Bank account number:

Please complete every section.

Account Owner Information

Name ESC of Medina County

Address 124 West Washington Street

Designated Agent (Advisor Name) RedTree Investment Group

City, State, Zip Medina, OH 44256

Tax I.D. 34-6001852

NAICS Code: 611110

www.census.gov/eos/www/naics

Are there other DBA or trade names used for the same legal entity? ☐ YES ☒ NO

If yes, please provide names:

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate3 Exempt payee code (if any)
(see bottom of page 5 for code listing)☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)☒ Other (see instructions) government entity

What is the ownership structure of the entity?

☐ Privately Held ☒ Majority Owned by Government ☐ Publicly Traded on a Designated Exchange☐ Wholly Owned Subsidiary of Publicly Traded Parent Company

If a publicly traded entity or a wholly owned subsidiary of a publicly traded parent, what exchange is the company listed on?

1. Customer is a U.S. Citizen, U.S. Resident Alien or an entity principally registered in the U.S.: ☒ YES ☐ NO

If no, please submit a W-8 BEN and state the Customer's country of residence or principal registration:

2. Is the entity headquartered outside the United States? ☐ YES ☒ NO If YES, what country is it located in:

Customer Background and Anticipated Activity

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity will not be bound to estimates provided.

1. Describe the primary activity conducted by this entity (e.g. manufacture a product, develop software, etc.)

Geographical Footprint.

Municipality / School District

OH

2. Purpose (Please provide the reason the Customer is establishing the custody and investment account).

Investment Proceeds

3. Year the entity was organized. 1914

4. Are there physical locations or business addresses for the entity outside the U.S. ☐ YES ☒ NO

If yes, list addresses

5. Entity's annual sales/revenue. (\$) 5mm

6. Entity's primary source of revenue. billing districts for services

Customer Background and Anticipated Activity (cont.)

7. Methods of payment accepted by the entity (SELECT ALL THAT APPLY). ☐ Cash ☒ Check ☐ Credit or Debit Card

☐ Electronic Funds Transfer ☐ Virtual Currency ☐ Remotely Created Checks ☐ Other ☐ N/A (does not accept payments)

If Cash is selected, estimated annual cash revenue/receipts for the customer. (\$)

8. Entity's source of funds for initial and future funding (if any). Check all that apply:

☐ Group savings and/or investments ☐ Earnings from profession or business ☐ Sale of business ☐ Insurance proceeds

☐ Charitable donation or gifts ☐ Corporate assets or investments ☒ Other, explain

9. From where will initial and ongoing funding for this account originate? Answer all that apply:

☐ Domestic predecessor bank trustee or custodian: name of institution

☐ Domestic predecessor broker/dealer custodian: name of institution

☐ Foreign predecessor bank or broker/dealer: name of institution

☐ N/A - Start up - no existing assets held elsewhere

☒ Other, explain

10. Method of initial and ongoing funding for this account to be transmitted by. Check all that apply:

☒ Wire transfer ☐ Transfer from existing U.S. Bank Account ☐ Check(s) ☐ In-kind transfer from predecessor custodian or trustee

☐ Foreign wire transfer ☐ Other, explain

11. a) Frequency of cash transactions in and out of the account.

☐ Daily ☐ Weekly ☐ Monthly ☒ Quarterly ☐ Semi-annually ☐ Annually

b) Number of cash transactions in and out of the account. Per Year

c) Dollar range of cash transactions. -

d) Method of disbursements. Check all that apply. ☒ Wire ☐ Check ☐ ACH ☐ Transfer to another U.S. Bank account

e) Will any disbursements be sent outside the United States? ☐ YES ☒ NO

If YES, please list countries:

Tax Lot Methods

For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, the First-In First-Out method will be used.

Sweep Designation

To the extent Bank has received no investment direction as to cash Assets upon their deposit hereunder, commonly referred to as uninvested cash, Bank will use such Assets to purchase a position in (check only one):

☐ First American Prime Obligations Fund

Class

☐ First American Government Obligations Fund

Class Y

☒ First American Treasury Obligations Fund

Class Z

☐ First American Tax-Free Obligations Fund

Class Y

☐ U.S. BANK NON-INTEREST BEARING DEPOSIT ACCOUNT

☐ (other mutual fund's ticker symbol)

Class

If the foregoing does not designate one and only one open-end investment company registered under the Investment Company Act of 1940 (a "Mutual Fund"), then Customer is deemed to have designated the U.S. Bank Non-Interest Bearing Deposit Sweep.

If a Mutual Fund is designated, Customer hereby acknowledges that it has received the prospectus for the designated Mutual Fund.

Shareholder Communications Act Election

Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shared the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure").

To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one line below will cause Customer to be deemed to have consented to Disclosure, and (ii) registers their:

☐ consent to Disclosure

☒ objection to Disclosure

Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer's behalf. Customer must provide CIP documentation (a copy of A Government issued photo ID) for all authorized individuals names below.

Name/Title	<input type="text" value="Matthew Gregory / Treasurer"/>	Signature	<input type="text" value="Matthew Gregory"/>
Name/Title	<input type="text"/>	Signature	<input type="text"/>
Name/Title	<input type="text"/>	Signature	<input type="text"/>
Name/Title	<input type="text"/>	Signature	<input type="text"/>

Online Access

Bank offers online access to your account. Please provide the following information for any individuals who require online access.

Name	<input type="text" value="Matthew Gregory"/>	Phone Number	<input type="text" value="330-723-6393 ext. 159"/>
Email	<input type="text" value="mgregory@medinaesc.org"/>	Date of Birth:	<input type="text" value="05 / 08 / 1992"/>
Name	<input type="text"/>	Phone Number	<input type="text"/>
Email	<input type="text"/>	Date of Birth:	<input type="text" value="___ / ___ / ___"/>
Name	<input type="text"/>	Phone Number	<input type="text"/>
Email	<input type="text"/>	Date of Birth:	<input type="text" value="___ / ___ / ___"/>
Name	<input type="text"/>	Phone Number	<input type="text"/>
Email	<input type="text"/>	Date of Birth:	<input type="text" value="___ / ___ / ___"/>

Agreement and Signature

By signing this Application, I hereby:

- a) acknowledge receipt of a copy of this Application, and the Custody Agreement
- b) acknowledge that the Custody Agreement is incorporated herein by reference
- c) agree to the terms and conditions of this application and Custody Agreement
- d) acknowledge that I am providing substitute W-9 certification as described in section 29 (does not apply for Non-U.S. citizens as is indicated on question 1.) and
- e) acknowledge that Non-deposit investment products are not insured by the FDIC, are not deposits or other obligations of or guaranteed by U.S. Bank National Association or its affiliates, and involve investment risks, including possible loss of the principal amount invested
- f) agree to disclose to Bank if Customer is or becomes a "senior political figure, immediate family member or close associate of a senior political figure" (as defined below), during the duration of the Custody Agreement.

Senior official includes: heads of state, ministers or cabinet heads supporting a head of state, national level legislators, justices of the national supreme court (or local equivalent), ambassadors, consults (and consults general) or honorary consults, the senior commanding officers of any military branches, executive officers of state-owned company or agencies, and the heads of political parties. It also includes state or provincial level governors or equivalent, state or provincial legislators, commissioners or director of state or provincial government agencies, or judges sitting on the highest state or provincial appellate court.

Immediate family member means: spouse, parent, sibling, child, and a spouse's parents or siblings.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signer's Name and Title (please print)

Signature

Designed by
Matthew Gregory
ENTER SIGNATURE

Date

To Be Completed By U.S. Bank

This Application has been accepted by U.S. Bank National Association:

Signer's Name and Title (please print)

Signature

Date

The following codes identify payees that are exempt from backup withholding:

- 1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 – The United States or any of its agencies or instrumentalities
- 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 – A corporation
- 6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 – A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 – A real estate investment trust
- 9 – An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 – A common trust fund operated by a bank under section 584(a)
- 11 – A financial institution
- 12 – A middleman known in the investment community as a nominee or custodian
- 13 – A trust exempt from tax under section 664 or described in section 4947

This Custody Agreement (the "Agreement") is between the entity appearing as Customer on the Application above ("Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

1. Appointment and Acceptance.

- 1.1 Customer hereby appoints Bank to provide custody services in connection with securities, cash, and other property Customer deposits, or causes to be deposited, from time to time hereunder; investment and reinvestments thereof; and income thereon, as provided herein (collectively the "Assets"). Bank hereby agrees to hold the Assets in a custody account established in the name of Customer (the "Account"), upon the terms and conditions set forth herein.
- 1.2 In the event that Customer requires Bank to establish one or more sub-accounts within the Account under this Agreement ("Sub-Accounts"), Bank shall open such accounts pursuant to Bank's account opening procedures in effect at the time. The term "Account" as used in this Agreement shall refer to one or all of the Sub-Accounts, as the context of this Agreement shall require.
- 1.2.1 In no event shall Customer open Sub-Accounts for the benefit of entities having different tax identification numbers than Customer. Each Sub-Account will have the same tax identification number as Customer.

2. Books, Records and Accounts.

- 2.1 Bank will make and maintain proper books of account and complete records of all Assets and transactions in the Account maintained by Bank hereunder on behalf of Customer.
- 2.2 On at least five business days advance written notice, Bank will make available to and permit inspection during Bank's regular business hours by Customer and Customer's auditors of all books, records and accounts relating to Customer retained by Bank.

3. Asset Delivery, Transfer, Custody and Safekeeping.

- 3.1 Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer. Bank shall keep records of all transactions involving the Account and Assets belonging to the Account. Bank shall not have any responsibility or liability for any assets of Customer that are neither registered in the name or nominee name of Bank nor in the physical possession of Bank nor otherwise in a place or form in which Bank can manipulate, access, or control them.
- 3.2 Statement frequency will be determined by the then standard. Customer has designated the frequency of Account statements in the Application.
- 3.3 Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR 12.4(a) or 12 CFR 12.4(b) at no additional cost to Customer.
- 3.4 Bank shall forward to any person authorized hereunder to direct the purchase or sale of an Asset information it receives with respect to the Asset concerning voluntary corporate actions and mandatory corporate actions, subject to the following exceptions:
 - 3.4.1 Exception: If Bank receives during the term of this Agreement a class-action litigation proof of claim in respect to any of the Assets held in the Account during the class action period, Bank shall file such claim on behalf of Customer regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.
 - 3.4.2 Exception: Bank will not forward so-called "mini-tenders". Mini-tenders are tender offers for a small amount of the outstanding securities of a "target" company, generally with an offer price at or below market value. For equity issues, unless a tender offer is made for 5% or greater of the outstanding securities, and is subject to Securities and Exchange Commission ("SEC") review, the tender offer will not be forwarded by Bank.
 - 3.4.3 Exception: No tender offer will be forwarded by Bank for a debt issue if, (i) it is not registered with the SEC, (ii) it has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause, or (iii) the offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.

3.5 Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository (as defined below) or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

4. Powers of Bank.

In the performance of its duties hereunder, Bank shall have the following powers:

- 4.1 To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to carry out the duties described and powers granted herein.
- 4.2 To maintain Assets in any registered clearing agency (such as the Depository Trust Company) or in a Federal Reserve Bank (each, a "Depository"), and to permit such Assets to be registered in the name of Bank, Bank's agent or nominee, Depository, or Depository's nominee, on the records of a Depository and, in connection with transactions involving foreign securities, to employ and use securities depositories, clearing agencies, clearance systems, sub-custodians or agents located outside the United States.
- 4.3 To employ agents and to employ or consult with experts, advisors and legal counsel (who may be employed by Customer) and to rely on information and advice received from such agents, experts, advisors, and legal counsel, including any of the foregoing that are affiliated with Bank.
- 4.4 To perform any and all other ministerial acts deemed by Bank necessary or appropriate to the proper discharge of its duties hereunder.
- 4.5 To hold Assets uninvested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding Bank's receipt of "float" from such uninvested cash.
- 4.6 As directed by Customer, to bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.
- 4.7 To withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.
- 4.8 To transfer Assets as set forth herein.
- 4.9 To safe-keep Assets as set forth herein.
- 4.10 To register any of the Assets in the name of Customer or in Bank's name or in the name of a nominee of Bank or in the name of Bank's agent bank or to hold any of the Assets in unregistered or bearer form or in such form as will pass title by delivery, provided that such Assets shall at all times be recorded in the Account as belonging to Customer. In consideration of Bank's registration of any securities or other property in the name of Bank or its nominee or agent, Customer agrees to pay on demand to Bank or to Bank's nominee or agent the amount of any loss or liability, claimed or asserted against Bank or Bank's nominee or agent by reason of such registration.

5. Purchases.

Upon the receipt of directions from Customer, Bank shall settle Customer's purchases of securities on a contractual settlement basis. For the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) Customer shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

6. Sales.

Upon receipt of directions from Customer, Bank will deliver Assets held by it as Bank hereunder and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

7. Settlements.

- 7.1 Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.
- 7.2 To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that Customer will not allow or direct anyone else to act contrary to (i) and (ii) above.
- 7.3 Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.
- 7.4 Notwithstanding anything to the contrary, nothing in this Agreement shall constitute a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

8. Valuation; Client-Controlled Assets.

- 8.1 Valuation. For purposes of reporting the value of an Asset on an Account statement:
- 8.1.1 Pricing, If Available. Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement.
- 8.1.2 Pricing, If Unavailable. If such value is unavailable, Customer will, upon Bank's request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).
- 8.1.2.1 To the extent the value of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer has received, read, and understood any prospectus, summary description, declaration of trust, subscription agreement, offering memorandum, and fact sheet for the Asset; understands the Asset's fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, and current underlying investments; and understands the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset. (ii) Such value reflects such disclosures, investment-related information, and service-provider information.
- 8.1.2.2 Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer's affiliates, or direct Bank to purchase a security issued by Customer or Customer's affiliates, unless the value of such security is readily determinable on an established market.
- 8.1.3 Limitations. Customer hereby acknowledges that the reported value:
- 8.1.3.1 Might be neither fair market value nor fair value (under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurements and Disclosures, or applicable law).
- 8.1.3.2 Is not a recommendation as to the advisability of buying, holding, or selling the Asset and not a substitute for investigating the Asset's value in connection with a decision to buy, hold, or sell (or for obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision).
- 8.1.4. Pricing Sources; Methodology. Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.
- 8.2 Client-Controlled Assets. Customer may direct Bank from time to time to include specific assets in the Account statements despite the fact that those assets are neither registered in the name or nominee name of Bank nor in the physical possession of Bank nor otherwise in a place or form in which Bank can manipulate, access, or control them. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a statement-notation about control. To the extent Bank includes them, Customer hereby acknowledges that:
- 8.2.1 Customer is responsible for reviewing (i) Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets;
- 8.2.2 Bank is not responsible for performing the duties set forth in this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets. By way of example and not limitation, Bank is not responsible for receiving, safekeeping, valuing, transferring, or releasing such assets or for settling trades with respect to such assets.

8.2.3 When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, value, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic customer account statements with respect to such assets.

8.2.4 Such assets are subject to the fee arrangement set forth in Section 12.1 of this Agreement.

9. No Discretionary Authority; Standard of Care.

9.1 Customer and Bank acknowledge that, except to the extent the Assets are subject to a separate written investment management agreement signed by the parties, Bank is not a fiduciary with respect to any Asset or Customer and the powers and duties of Bank hereunder do not include (i) discretionary authority, control, or responsibility with respect to the management or disposition of any Asset or (ii) authority or responsibility to render investment advice with respect to any Asset. In addition, it is agreed that:

9.1.1 Bank shall have no duty to make any evaluation or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset. Bank shall have no duty to review, question, approve, or make inquiries as to any investment directions received hereunder. Bank shall be under no duty to review the securities or other property held in the Account with respect to prudence or diversification.

9.1.2 Bank shall not be liable for any loss or diminution of Assets by reason of investment experience or for its actions taken in reliance upon a direction received hereunder.

9.1.3 Bank shall have no duty to monitor or otherwise investigate the actions or omissions of Customer or Customer's agents.

9.1.4 Bank shall have no responsibility for the accuracy of Asset valuations quoted by outside services or sources.

9.1.5 Bank shall only be responsible for the performance of such duties as are expressly set forth in this Agreement and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. In no event shall Bank be liable for indirect, special, or consequential damages.

9.1.6 Bank shall have no duty to act as trustee of the Assets.

9.1.7 Bank shall have no duty to act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).

9.1.8 Bank shall have no duty to provide investment advice.

9.1.9 Bank shall have no duty to determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.

9.1.10 Bank shall have no duty to maintain or defend any legal proceeding in the absence of indemnification, to Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.

9.1.11 Bank shall have no duty to inspect or execute any contract, declaration of trust, lease, loan agreement, note, offering memorandum, subscription agreement, or other instrument which may establish rights to income, principal, or other distributions on an Asset or, if an Asset is in default, to collect any income, principal, or other distribution due and payable on the Asset. If Bank receives notice of default from an Asset's issuer or transfer agent, Bank shall so advise Customer. Except as expressly provided herein, Bank shall have no duty to notify Customer in the event of such default.

9.1.12 Collections of monies in foreign currency, to the extent possible, are to be converted into United States dollars at customary rates through customary banking channels, including Bank's own banking facilities, and in accordance with Bank's prevailing policies for foreign funds repatriation. Bank shall have no responsibility for the risks, expenses or fluctuating exchange rates affecting collections or conversions related to foreign assets.

9.1.13 Bank shall have no duty to question whether any direction received hereunder is prudent or contrary to applicable law; to solicit directions; or to question whether any direction received hereunder by email, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.

9.1.14 Bank shall not be liable for a failure to take an action required under this Agreement in the event and to the extent that the taking of the action is prevented or delayed by war (whether declared or not and including existing wars), revolutions, insurrection, riot, civil commotion, acts of God, accident, fire, explosion, stoppage of labor, strikes or other differences with employees, laws, regulations, orders or other acts of any governmental authority or any other cause whatsoever beyond its reasonable control; nor shall any such failure or delay give Customer the right to terminate this Agreement.

10. Corporate Actions; Mandatory Exchange Transactions. Notwithstanding anything herein to the contrary, Bank will, without providing notice, cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets (such as reorganization, recapitalization, redemption in kind, or consolidation) and will tender or exchange securities held for other securities, for other securities and cash, or for cash alone, pursuant to the terms of such transaction.

11. Authorized Persons; Delivery of Directions.

11.1 Authorized Persons.

11.1.1 Customer has identified:

- 11.1.1.1 Each employee of Customer who is authorized to act on Customer's behalf hereunder, by providing such information on the Application. After the execution of this Agreement, Customer may add employees who are authorized to act on Customer's behalf by giving Bank (i) a certificate of incumbency signed by Customer's recording secretary indicating which Customer offices have such authority and naming the employees holding those offices; and (ii) the specimen signatures and email addresses of such employees.
- 11.1.1.2 The "Designated Agent", who is authorized to act on Customer's behalf, on the Application. Customer may also identify additional agents that are authorized to act on Customer's behalf by giving Bank an authorization letter setting forth the name of such agent. Customer shall provide to bank in writing any limits on the Designated Agent's authority or any additional agent's authority to act on Customer's behalf hereunder. Absent any such limits to the contrary, the Designated Agent and any additional agent is authorized to exercise any right and fulfill any duty of Customer hereunder, including, but not limited to, any authority to direct Bank. Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent's request. In the event that the Designated Agent sends an invoice to Bank and instructs Bank to have the Account pay the invoice, Customer directs Bank to pay any such invoice as presented. Bank is hereby protected and shall incur no liability for acting on such direction and Bank shall have no duty or obligation to establish or investigate whether such invoice was limited to the payment of adviser fees (as agreed between Customer and the Designated Agent or otherwise) or for other purposes. For the avoidance of doubt, any agent shall have the right to self-impose more restrictive limitations on their authority than what Customer has authorized, for regulatory purposes or otherwise, by providing such additional self-imposed limitations to Bank in writing. In no event is any agent authorized to amend the Agreement or terminate the Agreement.
- 11.1.2 Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice from Customer to the contrary. Bank shall be entitled to rely on any names, specimen signatures, and email addresses provided to Bank by any agent as designation of who is authorized to act on such agent's behalf.
- 11.1.3 Customer hereby represents and warrants that any such employee or agent was duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given hereunder to Customer. Customer hereby acknowledges that (i) such employee's or agent's actions or omissions are binding hereunder upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless hereunder accordingly.

11.2 Delivery of Directions.

- 11.2.1 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address hereunder, addressed as provided hereunder or (ii) entered into Customer's account in Bank's on-line portal.
- 11.2.2 Any direction received hereunder by email, or entered into Customer's account in Bank's on-line portal, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to Customer's portal account and the email accounts of its employees, agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.

12. Compensation and Reimbursement.

- 12.1 Customer shall (a) reimburse Bank for costs, expenses, fees, or other charges incurred by it hereunder, including but not limited to compensation, expenses, fees, costs, and other charges payable to agents, experts, advisors, and legal counsel hired hereunder, and (b) pay to Bank fees for its services under this Agreement as set forth in Bank's then current applicable fee schedule. The fee schedule may be amended in whole or in part at any time if (i) Customer executes an amended and restated fee schedule prepared by Bank and delivers it to Bank, or (ii) Bank sends an amended and restated fee schedule or other written notice to Customer's address of record, email address, or agent's address and Bank has not received a written objection from Customer within 30 days. Customer hereby agrees that Customer's silence shall be deemed Customer's approval and direction hereunder and Bank shall implement the amended and restated fee schedule as a direction of Customer.

- 12.2 If any advance of funds is made by Bank on behalf of Customer to purchase, or to make payment on or against delivery of securities or there shall arise for whatever reason an overdraft in the Account, or if Customer is for any other reason indebted to Bank, including, but not limited to, any advance of immediately available funds to Customer with respect to payments to be received by Bank in next-day funds (which Customer acknowledges Customer is liable to repay if Bank does not receive final payment), Customer hereby grants Bank a lien and right of setoff against the Assets, and Bank may execute that lien and exercise that right at any time. Customer agrees to repay Bank on demand the amount of the advance, overdraft or other indebtedness and accrued interest at a rate per annum (based on a 360-day year for the actual number of days involved) equal to the Federal Funds rate in effect at the time.
- 12.3 In the event of an advance of funds by Bank, or if any overdraft is created by Account transactions, or if Customer is otherwise in default of any obligation to Bank, Bank may directly charge the Account and receive such payment therefrom.
- 12.4 In the event that a compensation payment due Bank is past due by more than 30 days, such amount may be charged to the Account and Bank may receive such payment therefrom.
- 12.5 To secure payment obligations under this Agreement, Customer does hereby grant to Bank a security interest in all Assets up to the amount of any deficiency or other indebtedness to Bank.
- 12.6 None of the provisions of this Agreement shall require Bank to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers hereunder, if Bank shall have reasonable grounds for believing that repayment of such funds, or indemnity satisfactory to Bank against such risk or liability, is not assured.

13. Customer Responsibility.

Customer shall be responsible for the review of all reports, accountings and other statements provided by Bank, and shall within 90 days following receipt thereof notify Bank of any mistakes, defects or irregularities contained or identified therein, after which time all such matters shall be presumed to be ratified, approved and correct and shall not provide any basis for claim or liability against Bank.

14. Reserved.

15. Termination.

- 15.1 This Agreement shall remain in effect until terminated by either party giving written notice of such to the other party 30 days in advance of the termination date.
- 15.2 Upon termination of this Agreement, Bank shall follow directions from Customer concerning the transfer of Assets, provided that:
- 15.2.1 Bank shall have no liability for the costs of shipping and insurance associated therewith; and
- 15.2.2 Bank shall not be required to make any delivery or payment until (a) full payment shall have been made by Customer of all liabilities constituting a charge on or against Bank, and (b) full payment shall have been made to Bank of all its compensation, costs, including special termination costs, if any, and expenses hereunder; and
- 15.2.3 Bank shall have been reimbursed for any advances of monies or securities made hereunder to Customer. If any Assets remain in the Account after termination, Bank shall require further transfer directions regarding delivery of Assets to Customer or a successor custodian. If a successor custodian is not appointed by Customer within 30 days after termination, Customer acknowledges and agrees that Bank may petition a court of competent jurisdiction regarding such appointment and charge the Account for fees and expenses involved therein.
- 15.3 Upon termination of this Agreement, all obligations of the parties to each other hereunder shall cease, except that all indemnification provisions herein shall survive with respect to any Claims arising from events prior to, or in connection with, such termination.

16. Binding Obligations.

Customer and Bank each hereby represent and warrant that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with the terms hereof; subject, as to enforcement of remedies, to applicable bankruptcy and insolvency laws, and to general principles of equity.

17. General Provisions.

- 17.1. **Tax Responsibility.** Bank has no duty to calculate, withhold, disclose, report, or remit to the appropriate taxing authorities or anyone else any federal, state, or local taxes that may be required to be calculated, withheld, disclosed, reported, or remitted with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by a custodian.
- 17.2. **Tax Lot Methods.** Customer has designated the tax lot method for the Account in the Application.
- 17.3. **Publicity.** Neither party will (a) use the other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify the other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of the other party.
- 17.4. **Complete Agreement; Amendment.**
- 17.4.1 **Complete Agreement.** This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.
- 17.4.2 **Amendment.** This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, Section 12.1 of this Agreement governs the amendment of any fee schedule.
- 17.5. **Governing Law; Venue.** This Agreement shall be subject to, governed by, and construed in accordance with the laws of the State of Ohio (the "Jurisdiction") applicable to agreements made and to be performed in the Jurisdiction, without regard to the Jurisdiction's conflict of laws rules. All legal actions or other proceedings directly or indirectly relating to this Agreement shall be brought in federal court (when available, or state court when federal court is not available) sitting in the Jurisdiction. By execution of this Agreement, the parties submit to the courts of the Jurisdiction. To the extent that Bank or Customer may be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (whether before or after judgment) or other legal process, each hereby irrevocably agrees not to claim, and hereby waives, such immunity.
- 17.6. **Assignment.** No party may assign any of its rights hereunder without the consent of the other, which consent shall not be unreasonably withheld. The foregoing consent requirement does not apply if either party shall merge or consolidate with or sell substantially all of its assets to another entity, provided that such other entity shall assume without qualification or limitation all obligations of that party hereunder either by operation of law or by contract. Customer acknowledges and understands that Bank must obtain, verify and record information that allows Bank to identify any owner of the Account. Accordingly, prior to any assignment by Customer, Customer must provide certain information including, but not limited to, the assignee's name, physical address, tax identification number and other information that will allow Bank to identify and verify the assignee's identity such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information. Customer understands that no assignment of Customer's rights under this Agreement need be recognized by Bank, unless and until Bank verifies the assignee's identity in accordance with Bank's Customer Identification Program. This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective permitted successors and assigns.
- 17.7. **Separability.** If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.
- 17.8. **No Third Party Rights.** In performing its services hereunder, Bank is acting solely on behalf of Customer. No agency, contractual or service relationship shall be deemed to be established hereby between Bank and any other person or entity.
- 17.9. **Legal Advice.** Customer hereby acknowledges that Customer (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult a licensed attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.
- 17.10. **Counterparts and Duplicates.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under the Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).
- 17.11. **Legal Actions Affecting Account.** If Bank is served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant or similar order relating to the Account, (a "Legal Action") Bank will comply with that Legal Action and shall be protected and held harmless therefrom. Customer will reimburse Bank for all fees and expenses Bank incurs in responding to any Legal Action affecting the Assets or the Account (including but not limited to the fees of attorneys and other professionals). Any Legal Action is subject to Bank's right of setoff and Bank's security interest in the Account. Bank may assess a service fee against the Account for any Legal Action served on Bank regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, Bank will set off or enforce Bank's security interest against the Account for such fee prior to Bank's honoring the Legal Action. Bank will not be liable to Customer if an attachment, a hold, or the payment of Bank's fee from the Account leaves insufficient funds or results in the sale of Assets.

- 17.12 Abandoned Property. Any Assets remaining unclaimed or abandoned by Customer for a period of time as is set forth in the applicable state's abandoned property, escheat, or similar law shall be delivered to the proper public official pursuant to law and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of the Agreement.
- 17.13 Freedom to Deal with Third Parties. Bank is free to render services to others, whether similar to those services rendered hereunder or of a different nature.
- 17.14 Shareholder Communications Act Election. Customer's Shareholder Communications Act Election has been made in the Application.
- 17.15 Customer hereby acknowledges that Customer is not involved in nor has derived income from any of the following types of businesses: sexual encounter firms, adult entertainment, drug paraphernalia, debt resolution companies, Internet gambling, third party payment processors, virtual currency dealers, payday/auto title lenders, money service businesses

18. Automated Cash Management and Sweep Direction.

- 18.1 Customer's Automated Cash Management and Sweep Direction has been made in the Application.
- 18.2 If a First American Fund is identified above, Customer hereby acknowledges and confirms that Customer understands the following information about the First American Funds:
- 18.2.1 The open-end investment companies registered under the Investment Company Act of 1940 in the First American Funds, Inc. family (the "First American Funds") are distributed and underwritten by Bank's affiliate, Quasar Distributors, LLC.
- 18.2.2 Bank's affiliate, U.S. Bancorp Asset Management, Inc., serves as the funds' investment advisor and provides shareholder services. Bank provides custody services to the funds, and Bank's affiliate, U.S. Bancorp Fund Services, LLC, provides accounting, administration, and transfer-agent services.
- 18.2.3 Compensation paid to Bank and its affiliates by the First American Funds as well as other fees and expenses of the funds are detailed in the prospectuses.
- 18.2.4 Shares of registered investment companies are not deposits or obligations of, or guaranteed by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other governmental agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value.
- 18.3 This authorization and direction shall continue in effect with respect to the identified fund should the fund be merged with or into another fund.
- 18.4 If the U.S. BANK IT&C CLIENTS NON-INTEREST BEARING ACCOUNT is identified above, Customer hereby acknowledges that uninvested cash is swept to the U.S. BANK IT&C CLIENTS NON-INTEREST BEARING ACCOUNT, a non-interest bearing deposit account at U.S. Bank National Association. Customer acknowledges that (i) the U.S. BANK IT&C CLIENTS NON-INTEREST BEARING ACCOUNT is owned by Bank on behalf of its customers, (ii) all deposits and withdrawals from such account are performed and controlled by Bank, and (iii) cash in the U.S. BANK IT&C CLIENTS NON-INTEREST BEARING ACCOUNT shall be insured by the FDIC, as determined under FDIC regulations, subject to applicable limits.

19. Representations and Warranties.

- 19.1 Plan Assets. Customer represents and warrants that none of the Assets is an asset of any (i) "plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"); (ii) "plan" as defined in the Internal Revenue Code of 1986, as amended, (the "Code") Section 4975(e)(1); (iii) entity whose underlying assets include assets of any such "plan" by reason of any such plan's investment in such entity; or (iv) plan or entity not otherwise within this definition that is subject to similar restrictions under federal, state, or local law.
- 19.2 Certain Securities Exchange Act and Commodity Exchange Act Rules. Customer represents and warrants that none of the Assets is subject to (i) SEC Rule 15c3-3; (ii) CFTC Rules 1.20, 22.5, or 30.7; or (iii) any similar rule or regulation.
- 19.3 Customer. Customer represents and warrants that Customer (i) is neither an insurer, reinsurer, nor investment company registered under the Investment Company Act of 1940, as amended, (the "40 Act") nor pooled investment vehicle; (ii) is not a trustee of, and has no duty to engage a trustee for, the Assets; (iii) holds good and valid legal title to all Assets; (iv) has the power and requisite authority to execute and deliver this Agreement; and (v) is duly authorized to, and has taken all action necessary to authorize it to, execute and deliver this Agreement.
- 19.4 Bank. Bank represents and warrants that it (i) is a national banking association; (ii) is duly organized, validly existing and in good standing under the laws of the United States; (iii) has the power and authority to transact the business in which it is engaged; (iv) has the power and requisite authority to execute, deliver and perform this Agreement; and (v) is duly authorized to, and has taken all action necessary to authorize it to, execute, deliver and perform this Agreement.

20. **Headings for Convenience Only.** The section headings and subheadings within this Agreement are for convenience-of-reference only, and do not define, limit, or describe the scope or intent of any provision of this Agreement.
21. **Waiver of Jury Trial.** Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.
22. **Effective Date.** This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).
23. **Disputes.** If, at any time, there shall exist any dispute regarding this Agreement or the Account, or Bank is unable to determine, to Bank's sole satisfaction, the proper disposition of all or any portion of the Assets or Bank's proper actions with respect to its obligations hereunder, then Bank may, in its sole discretion, take either or both of the following actions: (i) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Bank, or (ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Bank, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, disburse into such court, for holding and disposition in accordance with the instructions of such court, all Assets, after deduction and payment to Bank of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Bank in connection with the performance of its duties and the exercise of its rights hereunder. Bank shall have no liability with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Assets or any delay in or with respect to any other action required or requested of Bank.
24. **PATRIOT Act.** By signing above, Customer acknowledges that it has received the following important information about procedures for opening a new account:
- To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

- What this means for you: When you open an account, we will ask for your name, address, tax identification number, and other information that will allow us to identify you. We may also ask for identifying documents.

25. **Substitute W-9 Certification.** Customer must provide its Tax Identification Number to Bank on the Application for the following W-9 certification to be valid.

IMPORTANT NOTICE: The Internal Revenue Service (IRS) requires that if an account does not have a W-9 certification, 28% of any reportable payment must be withheld and sent to the IRS. Nonresident aliens need to complete a Form W-8 BEN (or similar form) to avoid backup withholding. See your tax advisor for additional information.

Under penalties of perjury, Customer certifies that:

- (1) The number provided to bank is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
- (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,
- (3) I am a U.S. person, and
- (4) I am exempt from FATCA reporting.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement, and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See www.irs.gov for more information about the W-9 certification and other payments not subject to backup withholding.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

**ADOPTION AGREEMENT FOR THE AFPLANSERV®
VOLUME SUBMITTER 403(b) PLAN DOCUMENT
GENERAL**

Employer hereby establishes, amends, or restates a 403(b) plan by adopting the AFPlanServ® Volume Submitter 403(b) Plan Document (the "Plan") as modified by this Adoption Agreement and agrees that the following provisions shall be incorporated as part of the Plan document. Failure to complete the Adoption Agreement, and follow the rules as stated in this agreement, may result in the loss of favorable tax treatment for the Plan. This Adoption Agreement can only be used in conjunction with the AFPlanServ® 403(b) Volume Submitter Plan Document.

Regulation changes may occasionally require amendments be made to the adopting Employer's Plan documents. AFPlanServ® will provide notice to the Plan Sponsor (Employer) of any changes and will update the plan documentation as needed.

This document is intended for use exclusively for 403(b) plans maintained by Public Schools, as defined in the Plan. This document may not be used for 403(b) plans maintained by 501(c)(3) organizations, churches, or qualified church-controlled organizations.

EMPLOYER INFORMATION

Name of Employer: ESC OF MEDINA COUNTY

Federal Tax ID: 346001852

Employer's Address: 124 WEST WASHINGTON STREET
MEDINA, OH 44256

Telephone Number: **Fax:**

Contact Person: MATTHEW GREGORY

Telephone/Extension: (330) 723-6393 **Contact Email:** MGREGORY@MEDINAESC.ORG

Type of Organization: K-12 PUBLIC SCHOOL

☐ Employer also includes the Related Employers identified below that are Eligible Employers within the meaning of Treasury Regulations Section 1.403(b)-2(b)(8)(i), Public Schools of a State.

PLAN INFORMATION

Name of Plan: ESC OF MEDINA COUNTY 403(b) Plan.

Effective Date *(must be on or after January 1, 2009, and cannot be earlier than the inception of the Plan.)*

☒ This Adoption Agreement establishes a Plan effective as of **January 01, 2023** (the "Effective Date") and is the first 403(b) plan established by the Employer.

☐ This Adoption Agreement amends and restates a previously established 403(b) plan of the Employer. The effective date of this amended Plan is _____ (the "Effective Date").

Entry Dates - The Entry Date for participation shall be *(applies to Elective Deferrals, Roth Deferrals, and Employer Contributions, if applicable, as indicated below)*. (Select one of the Entry Dates below.)

☒ The entry date for participation is anytime during the plan year.

☐ The first day of the _____ (enter week, payroll period, or month),

Occurring on or after the latest of the date that the Employee becomes a member of an eligible class of employees or properly completes an Elective Deferral election in form and manner satisfactory to the Administrator. An Employee shall participate in Employer Contributions (if applicable) effective on the first Entry Date occurring on or after the Employee satisfies the age and service requirements selected in the Employer Contributions section of this Adoption Agreement.

Plan Year**Option 1:** ☒ Calendar Year (January 1 through December 31)**Option 2:** ☐ The 12-consecutive month period commencing on _____ and each anniversary thereafter.*If no option is selected, Option 1 shall be deemed to be selected.***Elective Deferral Eligibility** - Except as otherwise selected below, all Employees are immediately eligible to make elective deferral contributions under the Plan.

The plan shall not include:

☐ Employees who are eligible under another section 403(b) plan of the Employer which permits an amount to be contributed or deferred at the election of the Employee.☐ Employees who are eligible under a section 457(b) eligible governmental plan of the Employer which permits an amount to be contributed or deferred at the election of the Employee.☐ Employees who are eligible to make a cash or deferred election (as defined at section 1.401(k)-1(a)(3) of the Treasury Regulations) under a section 401(k) plan of the employer.☒ Employees who are students performing services described in section 3121(b)(10) of the Internal Revenue Code.☐ Employees who normally work fewer than 0 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined in section 1.16 (Hour of Service) of the 403(b) Plan document) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard. (The inclusion of all common law employees will prevent an inadvertent violation of the eligibility requirements of Section 403(b)(A)(ii).)☐ Employees who are non-resident aliens described in section 410(b)(3)(C) of the Internal Revenue Code.**CONTRIBUTIONS**

This section of the Adoption Agreement applies to Elective Deferrals and Roth Deferrals only. If Employer wishes to make Non-Elective or Matching Contributions to the Plan as well, the Employer Contributions section on pages 5 - 8, which when completed is incorporated as part of the Adoption Agreement, must be completed. Elections in the Employer Contributions section apply only to the Non-Elective and/or Matching Contributions. If the Employer Contributions section is completed, Employer's signature below also signifies adoption of the provisions contained in that Section.

Limits on Elective Deferrals

The maximum amount of Elective Deferrals (per calendar year) shall not exceed the applicable dollar amount established under IRC Section 402(g)(1)(B), and adjusted for cost-of-living to the extent provided for under Section 402(g)(4) for periods after the 2014 tax year.

The **minimum** annual deferral amount will be **\$200.00** (the amount indicated can be no more than \$200).

Elective Deferrals Special Effective Date: _____ (may be left blank if effective date for Elective Deferrals is the same as the Plan or Restatement Effective Date; may not be earlier than the date on which the Employer first adopts the Elective Deferral component of the Plan, or January 1, 2009, whichever is later).

15 Years of Service Catch-Up Contributions☐ The Plan will permit the Special Section 403(b) Catch-up Limitation for Employees with 15 Years of Service to increase their Elective Deferral limitation.

If not checked, 15 Years of Service Catch-Up Contributions are NOT permitted.

Employer Contributions (if any) — see sections 4.3 and 4.4 of the Plan Document for additional details regarding Employer Contributions, and the Employer Contributions Section beginning on page 5 of this Adoption Agreement for any age or service requirements which must be satisfied for a Participant to receive an allocation of Employer Contributions.

☒ Employer Contributions will be made in accordance with applicable employment agreements and collective bargaining agreements, the terms of which are incorporated by reference and made a part of the plan, or as may be determined from year to year by the Employer. Permitted Employer Contribution types, age and service participation requirements, and other requirements and/or restrictions are indicated on the attached Employer Contributions section of the Adoption Agreement.

If not checked, Employer Contributions are NOT permitted.

Roth Employee Contributions

☐ Roth 403(b) Contributions to the Plan are permitted.

If not checked, Roth 403(b) Contributions are NOT permitted under the Plan.

OTHER TRANSACTIONS

Exchanges Within the Plan

☒ The Plan will permit Participants to make Exchanges to those organizations listed on Appendix I.

If not checked, Exchanges within the Plan are NOT permitted.

Transfers Into the Plan

☒ The Plan will accept Transfers from another employer's 403(b) plan.

If not checked, Transfers WILL NOT be accepted.

Transfers From the Plan

☒ The Plan will permit Transfers from the Plan to another employer's 403(b) plan.

If not checked, Transfers will NOT be permitted to another 403(b) plan.

Rollovers Into the Plan

The Plan will accept a direct rollover of an eligible rollover distribution from the following types of retirement plans. Rollovers of after-tax contributions will not be accepted unless otherwise indicated. (Check each that applies or none.)

If no option is selected below, then rollovers will NOT be allowed.

☒ An annuity contract described in section 403(b) of the Internal Revenue Code,

☐ including after-tax contributions.

☐ An eligible governmental plan under section 457(b) of the Code which is maintained by a State.

☐ An individual retirement account or annuity (IRA) described in section 408(a) or 408(b) of the Internal Revenue Code that is eligible to be rolled over and would otherwise be includible in gross income.

☐ Direct rollovers from other Roth 403(b) or Roth 401(k) plans are accepted into the Plan.

Not applicable if Roth Contributions are not permitted to the Plan.

☒ A qualified plan described in section 401(a) or 403(a) of the Internal Revenue Code,

☐ including after-tax contributions.

Financial Hardship Distributions — for Elective Deferrals.

☒ Hardship distributions are available under the Plan.

If not checked, Hardship Distributions ARE NOT permitted.

Loans

☒ Loans are available under the Plan subject to availability and any additional conditions that may apply under a Participant's 403(b) investment arrangement(s).

If not checked, Loans ARE NOT permitted from the Plan, and the Loans option in the Employer Contributions Section may not be checked.

If checked, and Employer also makes Employer contributions as designated in the Employer Contributions Section, loans are permitted from Elective Deferrals and Roth Deferrals ONLY unless the Loans option for Employer Contributions is also checked on page 7.

Investment Arrangement. For Elective Deferrals and Roth Deferrals only, Participants may select either an Annuity Contract or a Custodial Account offered by an approved Vendor identified in Appendix I. If the Employer also provides Non-Elective or Matching Contributions to the Plan, the Employer may permit the Non-Elective and Matching contributions to be invested in either an Annuity Contract or a Custodial Account or both by making the appropriate selection in the Employer Contributions section (if applicable) on page 7 of the Adoption Agreement.

PLAN ADMINISTRATION

Plan Administration

The Employer, as Plan Administrator, has named AFPlanserv® to provide certain administrative services for the Plan.

PROTOTYPE SPONSOR

The name, address, telephone number, and e-mail address of the prototype plan sponsor to whom adopting employers may direct inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the opinion letter is:

AFPlanServ®
P.O. Box 269008
Oklahoma City, OK 73126-9008
Phone: 866-560-6415
Fax: 866-578-0962
Email: WG-Annuity-AF-PlanServ@americanfidelity.com

EMPLOYER ACKNOWLEDGEMENTS AND SIGNATURES

Employer acknowledges that it is an eligible educational organization as defined in Section 170(b)(1)(A)(ii) of the Code or a governmental unit as defined in Section 170(b)(1)(A)(v) of the Code and the Plan is a governmental plan as defined in Section 414(d) of the Code and ERISA §3(32), 29. U.S.C.A. §1002(32).

EMPLOYER

DocuSigned by:

Matthew Gregory

E567581AC57D4A0

By: _____

Print Name of Signer: Matthew Gregory

Title: Treasurer

Dated: 11/18/2022

ADOPTION AGREEMENT FOR AFPLANSERV® 403(b) PLAN DOCUMENT - EMPLOYER CONTRIBUTIONS

Employer Name: ESC OF MEDINA COUNTY

State: OH

Employer hereby makes available to its employees a 403(b) Plan that provides for employer contributions in accordance with applicable employment agreements and/or collective bargaining agreements, and agrees that the following provisions shall govern all employer contributions and any earnings attributable to the employer contributions made to the Plan. The following Plan rules are applicable to Employer (Non-elective) contributions only.

Type and Allocation of Employer Contributions

☐ **Employer Non-elective Contributions**

☐ **Contribution Formula**

☐ **Discretionary Non-elective Contributions.** Discretionary contribution, to be determined by the Employer in accordance with Section 4.3 of the Plan. Discretionary Non-elective Contributions will be allocated to each Participant in the ratio that such Participant's Compensation bears to the Compensation of all Participants to whom Non-elective Contributions are allocated.

☐ **Fixed Non-elective Contributions.** Fixed contribution equal to _____ % of Compensation of each Participant eligible to share in allocations.

☒ **Other** (describe): SUPERINTENDENT ONLY

Note: the formula described must satisfy the definitely determinable requirement under Reg. §1.401-1(b). If the formula is non-uniform, it will not satisfy this requirement.

☐ **Former Employees.** If elected, Former Employees will share in the Non-elective Contributions made by the Employer for a Plan Year. In any event, no contribution will be made after the end of the Participant's fifth taxable year after the year in which he terminated employment. *See Plan Section 4.5. If this option is not selected, Participants will not share in Employer Non-elective Contributions after the Plan Year in which their employment terminates, and Non-elective Contributions will be allocated based only on Compensation earned prior to the Severance from Employment.*

☐ **Disabled Employees.** If elected, Employees who are permanently and totally disabled (as defined in Code §22(e)(3)) will continue to share in the Non-elective Contributions made by the Employer for a Plan Year for (See Plan Section 4.5):

☐ A fixed period of _____ years, or

☐ A period to be determined by the Employer, which shall be determined on a uniform and non-discriminatory basis for all Participants.

☐ **Matching Contributions**

☐ Matching Contribution Formula as follows (select 1. or 2. below):

☐ **Discretionary.** The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participant's Elective Deferrals.

☐ **Fixed - uniform rate/amount.** The employer will make matching contributions equal to _____ % (e.g., 50) of the Participant's Elective Deferrals

☐ **Matching limit on Elective Deferrals.** In determining the Employer matching contribution above, only the following will be matched. (Leave blank if not applicable.)

☐ The percentage or dollar amount specified below (select one or both):

☐ _____ % of a Participant's Compensation.

☐ \$_____.

☐ A discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis for all Participants.

☐ **Maximum matching contribution.** The matching contribution made on behalf of any Participant for any Plan Year will not exceed (leave blank if no limit on matching contributions)

☐ \$ _____

☐ _____ % of a Participant's Compensation.

Eligibility

☐ All employees shall be eligible to receive 403(b) Employer contributions except as listed below (if no exclusions are listed, all employees will be eligible).

☒ Other – If Employer contributions are limited to a small class of employees, then list who is eligible to receive 403(b) Employer contributions (attach any corresponding agreement that defines who is eligible to receive 403(b) Employer contributions).

ONLY SUPERINTENDENT

Age Requirement

☐ An Employee will be eligible to receive Employer contributions after attaining age _____ (May not be more than 21 years of age). *If not checked, there will be no age requirement.*

Years of Eligibility

☐ Participants are eligible to receive Employer contributions after completing _____ Year(s) of Service (the Years of Service required may not be more than _____ Years of Service). *If not checked, there will be no Years of Service requirement.*

Entry Date. Employer Non-elective Contributions and Matching Contributions will be effective on the first Entry Date occurring on or after the Employee has satisfied any applicable Age and Service conditions indicated above, or as soon as administratively feasible thereafter.

Vesting Schedule. The Vesting schedule selected below will apply only to Employer Matching Contributions and Employer Non-elective Contributions made on behalf of a Participant.

<input type="checkbox"/> Graded Vesting Schedule	Years of Service	Vested Percentage
	1	0%
	2	20%
	3	40%
	4	60%
	5	80%
	6	100%
<input type="checkbox"/> Cliff Vesting Schedule	Years of Service	Vested Percentage
	1	0%
	2	0%
	3	100%

☐ Other — Please attach vesting schedule. *Schedule must be at least as liberal as a 15-year cliff vesting schedule or a 5 to 20 year graded vesting schedule in each year, without switching between the schedules.*

If no option is selected, all eligible employees will be 100% vested upon becoming eligible to participate in the Plan. Regardless of the option selected above, all Participants will be 100% vested immediately in the portion of their Accounts attributable to Elective Deferrals, Roth Elective Deferrals, and Rollover Contributions.

Investment Arrangement

- ☒ Annuity Contract offered by an approved Vendor identified in Appendix I.
- ☒ Custodial Account offered by an approved Vendor identified in Appendix I.

Loans

- ☐ Loans *will be* available under the Plan from vested Employer contributions, subject to availability and any additional conditions that may apply under a Participant's 403(b) Individual Agreement(s).
If not checked, Loans ARE NOT permitted from vested Employer contributions. You may select this option ONLY if you have also selected the Loans option in the General Loans section on page 4.

Distribution Restrictions - (Employer contributions only)

☒ **Custodial Account.** Employer contributions held in a Custodial Account may be distributed upon the occurrence of any of the following events (select those which apply):

- ☒ Retirement or severance from employment.
- ☒ Death.
- ☒ Disability.
- ☐ Attainment of age _____. (Must not be earlier than age 59½.)

☒ **Annuity Contract.** Employer contributions held in an Annuity Contract may be distributed upon the occurrence of any of the following events (select those which apply):

- ☒ Retirement or severance from employment.
- ☒ Disability.
- ☒ Death.
- ☐ Completion of ____ Years of Service.
- ☐ Attainment of age _____. (May be earlier than age 59½).

Forms of Distribution. Elect one or more of the following options for Custodial Accounts:

- ☒ Single lump sum.
- ☒ Partial lump sum.
- ☒ Installments.
- ☐ Other form permitted under the terms of the applicable Custodial Agreement as selected by the Participant.

Completed By _____ Title _____ Date _____

APPENDIX I**EFFECTIVE DATE: 11/18/2022****ESC OF MEDINA COUNTY 403(b) PLAN****ALLOCATION OF PLAN ADMINISTRATIVE FUNCTIONS**

Below are the various administrative functions necessary to operate the plan and the party responsible for carrying out that function, including the discretionary authority to make determinations with respect to that function. See Section 2.1.B. of the Plan.

<u>DESCRIPTION OF ADMINISTRATIVE FUNCTION</u>	<u>PARTY RESPONSIBLE</u>
Determine whether an employee is eligible to participate in the Plan	<u>Administrator</u>
Determine that the requirements of the Plan and section 403(b) of the Internal Revenue Code are properly applied, including whether the Employer is a member of a controlled group	<u>Administrator</u>
Determine the status of domestic relations orders or qualified domestic relations orders.	<u>Administrator</u>
Providing notice of the plan to employees and enrolling eligible employees	<u>Administrator</u>
Determine whether contributions comply with the applicable requirements and limitations	<u>AFPlanServ[®]</u>
Determine whether hardship withdrawals and loans comply with applicable requirements and limitations	<u>AFPlanServ[®]</u>
Determine that any transfers, rollovers, or purchases of service credit comply with applicable requirements and limitations	<u>AFPlanServ[®]</u>

APPROVED/DESELECTED VENDORS**APPROVED VENDOR LIST**

Approved Vendor — an investment provider selected by the Plan Sponsor to receive 403(b) contributions from the plan for investment in Annuity Contract(s) or Custodial Agreements.

<u>Name of Vendor</u>	<u>Contact Person</u>	<u>Telephone Number</u>
AMERICAN FIDELITY ASSURANCE	CUSTOMER SERVICE	(800) 662-1113

DESELECTED VENDOR LIST

Deselected Vendor — an investment provider that is no longer eligible to receive 403(b) contributions on behalf of the Plan as elected by the Plan Sponsor.

<u>Name of Vendor</u>	<u>Contact Person</u>	<u>Telephone Number</u>
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Important Notes:

1. As provided under the Plan, any Approved Vendor, named in Appendix I, has agreed to share information necessary for compliance purposes with the Employer, an Administrator and/or with any other 403(b) vendor as may be required to facilitate compliance with the Plan and all applicable laws and regulations.
2. Each Approved Vendor named above is required to maintain records of the Investment Arrangements offered under the Plan to comply with the information sharing requirements of the Plan and applicable information sharing agreements.

SECTION 403(b) PLAN ADMINISTRATIVE SERVICES AGREEMENT

THIS Section 403(b) Plan Administrative Services Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between American Fidelity Assurance Company, d/b/a AFPlanServ® ("AFA" or "AFPlanServ®") and ESC OF MEDINA COUNTY the Plan Sponsor and Plan Administrator ("Sponsor").

WHEREAS, Sponsor affirms that it is eligible for, has established, and is responsible for the administration of a Deferred Compensation Retirement Plan for its employees under Section 403(b)(1) ("Plan") of the Internal Revenue Code of 1986, as amended ("IRC") and applicable state law;

WHEREAS, Sponsor has established a plan that is not subject to the regulations of the Employee Retirement Income Security Act of 1974 ("ERISA");

WHEREAS, AFA is or will be the provider of administrative services for the Section 125 Plan sponsored by Sponsor made available to employees of the Sponsor;

WHEREAS, AFPlanServ® is in the business of managing and performing administrative services on behalf of school district Plan sponsors and has developed systems, facilities and techniques for servicing such Plans;

WHEREAS, assets of the Plan are or will be allocated to, and invested in, any investments offered by an approved Provider, including AFA Annuity Contracts, as selected by Participants (as defined in the Plan document) and made available by Sponsor under the terms of the Plan;

WHEREAS, Sponsor desires to engage AFPlanServ® to provide certain administrative, clerical and other duties related to Sponsor's obligations to the Plan; and

WHEREAS, Sponsor and AFPlanServ® desire to set forth their understanding of the duties and services to be performed by both parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the value of which is hereby acknowledged by both parties, AFPlanServ® and Sponsor agree as follows:

ARTICLE I - RELATIONSHIP OF PARTIES

1.01 Nonexclusive Arrangement. Nothing herein shall prevent or restrict AFPlanServ® from providing the same or similar administrative services to other school districts or employers, whether or not affiliated with either party, in any jurisdiction.

1.02 Role of AFPlanServ®. AFPlanServ® shall be considered a record keeper for the Plan to provide administrative services set forth in Appendix A on behalf of Sponsor. Such services are limited to those described herein and as selected and designated by Sponsor during the term of this Agreement. AFPlanServ® shall not be considered the "Plan Sponsor" or "Plan Administrator" for purposes of the IRC and any other applicable federal or state law and supporting regulations. Rather, the duties of AFPlanServ® hereunder shall be recordkeeping in nature and nothing in this Agreement should be construed to confer or delegate any discretionary authority or discretionary responsibility in the administration of the Plan. Sponsor acknowledges and agrees that AFPlanServ® shall not have discretionary authority, responsibility or control over Plan adoption, management and/or compliance, or over disposition of assets of the Plan as a result of this Agreement. AFPlanServ® shall not be responsible or liable for complying with the provisions of any federal, state or local laws, regulations or notices pertaining to the Plan except as to AFPlanServ's® services as expressly described herein that are selected and designated by Sponsor during the term of this Agreement.

Sponsor acknowledges and agrees that under no circumstances will AFPlanServ® be liable or responsible for Sponsor's failure to comply with its duties and obligations as Plan Sponsor under applicable federal, state and local laws, regulations and notices prior to, during or subsequent to the term of this Agreement. Sponsor further acknowledges and agrees that AFPlanServ® is providing administrative services to the Plan based on the

representation by the Sponsor that the Plan is not subject to the requirements of ERISA and that under no circumstances will AFPlanServ® be liable or responsible for failure of the Plan to comply with ERISA.

1.03 Role of Sponsor. Sponsor acknowledges and agrees that it is solely responsible and liable for the establishment, compliance and lawful operation of the Plan, including but not limited to written plan adoption requirements, identification of approved annuity contract and custodial account providers, reporting, taking corrective and remedial measures, disclosure and other requirements imposed on the Plan pursuant to applicable federal, state, and local laws, regulations and notices, effective prior to, during and subsequent to the term of this Agreement, including but not limited to applicable final regulations pertaining to IRC Section 403(b). Sponsor agrees that it is solely responsible to determine whether the Plan is subject to the requirements of ERISA, and will immediately notify AFPlanServ® in writing if the Sponsor becomes aware that the Plan is or has become subject to ERISA. Sponsor is and shall remain the fiduciary with respect to the management and administration of the Plan and the related participation obligations. Sponsor has final complete discretion to construe or interpret the provisions of the Plan, to determine eligibility for benefits under the Plan and coverage to Participants, and to determine the type and extent of benefits to be provided by the Plan. Sponsor's decisions in such matters shall be controlling, binding, and final. For purposes of this Agreement, the term "Participants" shall include, but not be limited to any former, current and/or future active, inactive or terminated employees of Sponsor for whom contributions to the Plan are/were made or that maintain Plan assets during any particular billing period or Plan Year (as defined in Section 7.01 of this Agreement). Sponsor agrees that it shall not represent to Participants or any third party that AFPlanServ® is the Plan Sponsor or Plan Administrator.

1.04 Independent Contractor Status. AFPlanServ® is an independent third party and not an employee or agent of Sponsor, and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between AFPlanServ® and Sponsor.

1.05 Nature of Advice. The services provided hereunder by AFPlanServ® shall comply, at all times, with the applicable laws and regulations of the IRC. Sponsor acknowledges and agrees that AFPlanServ® shall not provide legal advice, legal opinions or other representations with respect to whether the Plan complies with applicable law. Sponsor agrees to seek legal counsel as to the Plan's compliance with applicable law.

ARTICLE II - AFPlanServ® RESPONSIBILITIES

2.01 Services. Unless otherwise agreed, AFPlanServ® shall provide the services set forth in Appendix A on behalf of Sponsor and agrees to perform such services in accordance with the professional standards common in the industry. Further, AFPlanServ® agrees that in performing such services, it shall invest sufficient effort and finances in its own internal systems and personnel to comply with standards common in the industry. All services provided herein shall be provided in compliance with the terms of this Agreement, and the terms, standards and conditions of Sponsor which are hereby incorporated into this Agreement by reference. AFPlanServ® reserves the right to make changes to any administrative procedures in order to assume quality service; provided, that AFPlanServ® agrees to provide Sponsor with reasonable advance notice of any changes and the opportunity to have input into the manner of which any such changes are made or implemented.

2.02 Investment Provider Agreements. AFPlanServ® shall not be required to provide, nor assume any form of direct or indirect responsibility or liability under the Agreement for providing the services set forth in Appendix A of the Agreement, unless and until:

- (i) each entity selected by the Sponsor to provide investment options to Participants under the Plan ("Provider") has agreed to and executed an AFPlanServ® supplied Investment Provider Agreement with Sponsor ("Approved Provider"); or
- (ii) each entity selected by the Sponsor that has not agreed to provide investment options to Participants under the Plan ("Provider") has agreed to and executed an AFPlanServ® supplied Non-Investment Provider Agreement to Share Information form with Sponsor.

Any Provider that elects not to agree to and execute the Investment Provider Agreement is de-selected by Sponsor from the Plan and all further contributions to that Provider are thereafter discontinued. Furthermore, no hardship distributions or Plan loans will be allowed by the Plan for all Participants with accounts established with a de-selected investment provider.

2.03 Regulatory Compliance. AFPlanServ® warrants that it is legally authorized to engage in business and that it shall comply, at all times, with all applicable laws and regulations of any jurisdiction in which AFPlanServ® acts, and shall for the duration of this Agreement maintain, where required by law, all permits and licenses required to perform the services under this Agreement. AFPlanServ® shall provide Sponsor with satisfactory evidence of AFPlanServ® compliance and authority to conduct business upon the request of Sponsor. In the event that AFA, AFPlanServ® or any affiliated successor entity to this Agreement is required to obtain and maintain a third party administrator's license in any jurisdiction in which AFPlanServ® acts, the additional provision(s) set forth in Exhibit B shall apply. Exhibit B is attached hereto and is hereby incorporated into this Agreement by reference.

2.04 Information from Sponsor. AFPlanServ® is not responsible to perform the services under this Agreement if Sponsor does not provide the information set forth in Section 3.01(b) of this agreement in an acceptable secure electronic format, and AFPlanServ® shall have no liability to Sponsor or any Participant as a consequence of incomplete, inaccurate and/or untimely information provided or not provided to AFPlanServ® by Sponsor, a covered Participant or a third party who may provide information to AFPlanServ® on behalf of Sponsor or at Sponsor's direction [e.g. an Approved Provider (as defined in Section 2.02), or prior/ existing administrative service provider]. An additional fee, that the parties shall agree upon in advance, may be required if AFPlanServ® is required to take corrective action as a result of such incomplete, inaccurate or untimely information.

2.05 Indemnification of Sponsor. In the event that Sponsor elects AFPlanServ® to provide the services set forth and described in Appendix A, AFPlanServ® shall indemnify and hold Sponsor harmless from and against any damages, liabilities, claims, charges, reasonable attorneys' fees, or other reasonable costs arising from or in connection with any claim, action, or proceeding relating to or arising from any negligent act, omission or intentional misconduct by AFPlanServ® during the term of this Agreement relating to the failure of AFPlanServ® to comply with the terms of this Agreement or any applicable law, rule or regulation pertaining solely to AFPlanServ®'s services that are selected and designated by Sponsor hereunder. Sponsor acknowledges and agrees that under no circumstances shall AFPlanServ® indemnify and hold Sponsor harmless, or be liable or responsible in any way to Sponsor, Participants or any third party for Sponsor's failure to comply with Sponsor's duties and obligations as Plan Sponsor as set forth under applicable federal, state and local laws, regulations and notices, including but not limited to the establishment, adoption, correction, compliance and lawful operation of the Plan prior to, during or subsequent to the term of this Agreement.

Sponsor shall promptly notify AFPlanServ® of the existence of any claim, suit, proceeding or other matter as to which AFPlanServ® indemnification obligations would apply, and shall give AFPlanServ® reasonable opportunity to defend the same at its own expense, and with mutually acceptable counsel; provided, that Sponsor shall at all times also have the right to fully participate in the defense at its own expense. Sponsor shall make available all information and assistance that AFPlanServ® may reasonably request in connection with such defense.

2.06 Third Party Communication Assistance. AFPlanServ® will notify Sponsor immediately of any letter, telephone call or other communication AFPlanServ® receives from an attorney, state insurance department, or other federal or state agency with respect to any matter relating to Sponsor or the Plan. If requested, AFPlanServ® shall assist Sponsor and provide any applicable information that it may possess for AFPlanServ® and/or Sponsor to respond to letter, telephone call or other communication as the parties may mutually agree.

ARTICLE III - SPONSOR RESPONSIBILITIES

3.01 Service Responsibilities. Sponsor agrees to perform the following duties regarding the Plan services performed hereunder:

- (a) Sponsor will determine if the Plan is subject to ERISA and will certify in the form provided by AFPlanServ® that the Plan is not subject to ERISA at the time this Agreement is executed. Sponsor will immediately notify AFPlanServ® if at any time Sponsor determines the Plan is subject to ERISA.
- (b) Sponsor will provide to AFPlanServ®, the information necessary to permit AFPlanServ® to provide the services and satisfy its responsibilities under this Agreement. This information may include, but is not limited to, Participant date of hire, Participant date of birth, Participant salary, Participant employment status (full or part-time), prior Participant deferrals, Participant contributions, Participant termination date, if applicable, etc. All required information, from whatever source, shall be provided to AFPlanServ® in a secure electronic format that is acceptable to AFPlanServ® in the time and in the manner requested by AFPlanServ®.

- (c) Sponsor shall process payroll deductions in accordance with applicable signed, executed and approved salary reduction agreements. No deduction may be started, changed, or stopped without a properly executed Agreement approved by AFPlanServ®.
- (d) Notwithstanding anything to the contrary contained herein, Sponsor shall be responsible for any delay in AFPlanServ® performance of its services under this Agreement to the extent any such delay was caused by the direct or indirect failure of Sponsor to promptly furnish AFPlanServ® with any data or information required under this Agreement.
- (e) Sponsor shall respond to all written and/or verbal requests for information regarding the Plan from covered Participants.
- (f) Sponsor shall determine and select those entities, in addition to AFA, that are Providers meeting the Plan criteria established by Sponsor.

All Providers must have the proper insurance licenses and/or FINRA registrations and execute AFPlanServ® provided Investment Provider Agreement to abide by the rules and information sharing requirements of the IRC, AFPlanServ® and the Plan prior to receiving Plan contributions. Sponsor shall prohibit and discontinue participant contributions, hardship distributions and Plan loans under the Plan to any Provider that elects not to agree to and execute the AFPlanServ® provided Investment Provider Agreement. In the event one of the Approved Providers selected by the Sponsor either fails to timely execute the required Provider Agreement or at any time an Approved Provider fails to abide by the rules and information sharing requirements set forth in such Agreement, Sponsor has the responsibility to ensure such Approved Provider corrects the failure. If the failure continues for more than 30 days after the date of written notice by AFPlanServ® of such failure, such Approved Provider will no longer be treated as an Approved Provider by AFPlanServ® under the terms of the Plan this Agreement and the Investment Provider Agreement.

- (g) Sponsor will be responsible for requesting and maintaining, at least annually, a list of available and approved Investment Arrangements ("Products") from each approved investment provider of the Plan. AFPlanServ® will provide education and guidance to the Sponsor upon request.
- (h) In the event that Sponsor elects Common Remitter Services to be performed by AFPlanServ® per Option B of Exhibit A of this Agreement, Sponsor shall remit Plan contributions to AFPlanServ® in format that is acceptable to AFPlanServ® on a timely basis. The Sponsor will provide complete payroll data and reconciliation files as needed to properly reconcile the contributions.

3.02 Indemnification of AFPlanServ®. In the event that Sponsor elects AFPlanServ® to provide the services set forth and described in Appendix A, Sponsor shall indemnify AFPlanServ® and hold AFPlanServ® harmless from and against any damages, liabilities, claims, charges, reasonable attorneys' fees, or other reasonable costs arising from or in connection with any claim, action, or proceeding relating to or arising from any negligent act, omission or intentional misconduct by Sponsor, its officers or employees, during the term of this Agreement relating to the failure of Sponsor to comply with the terms of this Agreement or any applicable law, rule or regulation pertaining to Sponsor's responsibilities as set forth in the Agreement. Sponsor acknowledges and agrees that under no circumstances shall AFPlanServ® be liable or responsible in any way to Sponsor, Participants or any third party for Sponsor's failure to comply with Sponsor's duties and obligations as Plan Sponsor as set forth under applicable federal, state and local laws, regulations and notices, including but not limited to the establishment, adoption, correction, compliance and lawful operation of the Plan prior to, during or subsequent to the term of this Agreement. Sponsor agrees to indemnify and hold AFPlanServ® harmless from all liability arising from actions taken by AFPlanServ® pursuant to Sponsor's express written instructions.

AFPlanServ® shall promptly notify Sponsor of the existence of any claim, suit, proceeding or other matter as to which Sponsor indemnification obligations would apply, and shall give Sponsor reasonable opportunity to defend the same at its own expense, and with mutually acceptable counsel; provided, that AFPlanServ® shall at all times also have the right to fully participate in the defense at its own expense. AFPlanServ® shall make available all information and assistance that Sponsor may reasonably request in connection with such defense.

ARTICLE IV - FEES

4.01 Fees – AFPlanServ® Services. Sponsor agrees to the applicable fees set forth in Exhibit A attached hereto and incorporated herein by reference in exchange for the administrative and if selected, Common Remitter Services (“CRS”) services provided by AFPlanServ® under this Agreement. Sponsor may elect to pass on the fees for services to its Approved Providers and each Approved Provider must agree to pay the fees as a condition of becoming or remaining an Approved Provider. Fees will be in effect from the Effective Date of this Agreement and will continue until the completion of the first full Plan Year. Prior to the end of each Plan year, the fee will be reviewed and may change with ninety (90) day written notification from AFPlanServ® to Sponsor and parties as may be identified hereinafter. Fees shall be due and payable by Sponsor or by its Approved Providers, within thirty (30) days of the date of AFPlanServ®'s invoice, unless otherwise agreed in writing by AFPlanServ®. If payment is not received by AFPlanServ® on a timely basis, AFPlanServ® shall have the option to (i) discontinue service under this Agreement until such time as Sponsor pays the applicable fees in full; or (ii) if Sponsor has elected to pass on the fees onto the Approved Providers and any Approved Provider fails to pay the fee, no longer treat the Provider as an Approved Provider until such time as Provider pays its applicable fees in full; or (iii) terminate the Agreement for cause as provided in Section 7.02 of this Agreement.

ARTICLE V - BOOKS, RECORDS AND REPORTS

5.01 Records. AFPlanServ® shall maintain, at its principal office accurate and complete records, books and accounts of all transactions arising out of the Agreement, including electronic records in the possession of AFPlanServ®, during the time this Agreement. Such records, books and accounts shall be maintained in accordance with generally accepted industry standards.

5.02 Record Retention. In addition to Section 5.01 above, the parties agree that all records, accounts or other documents including policies relating to the business arising out of this Agreement are the property of Sponsor. AFPlanServ® shall deliver all such records or any required part of them to Sponsor whenever requested by Sponsor and required temporarily in the case of audit by regulatory bodies, and shall deliver copies of all such records or any required part of them to Sponsor whenever requested by Sponsor within ten (10) business days of such request, or earlier, if required by state law. Sponsor shall be responsible for expenses related to such deliveries which exceed \$50.00. All such records necessary for the processing of transactions hereunder shall be maintained and preserved for the minimum of seven (7) years after the end of the year of processing, unless transferred prior thereto to another entity for administration of the Plan per the written request of Sponsor. In such case, the new entity shall acknowledge, if required by law, that it is responsible for retaining the records of AFPlanServ® regarding transactions that may have occurred under this Agreement on behalf of Sponsor.

5.03 Agreement Retention. In addition to Section 5.01 above, the parties agree that this Agreement shall be retained as part of the official records of both AFPlanServ® and Sponsor during the term of this Agreement and for seven (7) years thereafter.

ARTICLE VI - EXPENSES

6.01 Expenses. Except to the extent otherwise provided in this Agreement, AFPlanServ® shall be responsible for all expenses in connection with the administration of the business under this Agreement. Sponsor shall be responsible for only those expenses stated in the Agreement or which have been authorized in writing by Sponsor.

ARTICLE VII - TERM AND TERMINATION

7.01 Term of Agreement. Unless earlier terminated pursuant to Section 7.02 below, this Agreement will commence on the effective date set forth in the first sentence of this Agreement and shall remain in effect until completion of the first full Plan Year thereafter. Unless otherwise agreed to in writing by the parties hereto, for purposes of this Agreement, the term “Plan Year” shall mean a twelve (12) month calendar year beginning January 1. Upon completion of the first full Plan Year, this Agreement will continue in full force and effect for additional Plan Years until terminated. In addition, this Agreement will automatically terminate upon termination of the Plan and the distribution of all Plan assets.

7.02 Termination Upon Written Notice. This Agreement may be terminated with or without cause by either party upon sixty (60) days written notice to the other party by Registered or Certified Mail. Unless terminated, this Agreement will continue without notice or election of either party.

7.03 AFPlanServ® Right of Termination. AFPlanServ® may terminate this Agreement effective no sooner than 30 days following:

(1) the date of receipt by AFPlanServ® of written notice by the Sponsor that the Plan is determined to be subject to ERISA or,

(2) the date of receipt by AFPlanServ® of written confirmation by the Employer that the Plan is subject to ERISA if AFPlanServ® independently becomes aware of facts indicating that the Plan is subject to ERISA. AFPlanServ® may terminate this agreement with (30) days written notice for the Sponsor any time after the end of the final Plan Year this Agreement is in force if as of the end of that Plan Year AFA is not the provider of administrative services for the Section 125 Plan sponsored by Sponsor.

7.04 Rights Upon Termination. Upon termination of this Agreement for any reason, each party shall pay all amounts due the other party within thirty (30) days of the effective date of the termination, unless otherwise provided herein. In addition, in the event Sponsor desires AFPlanServ® to transfer all records related to the business which is the subject matter of this Agreement to Sponsor or another administrator, Sponsor shall make written request of transfer, and AFPlanServ® shall transfer such records within a reasonable time frame to Sponsor or Sponsor's designee, for the fee amount set forth in Exhibit A. AFPlanServ® agrees to follow such reasonable instructions as provided by Sponsor relating to the transfer of such records. Prior to forwarding any such records, AFPlanServ® and Sponsor shall ensure that all statutory and regulatory requirements regarding the disclosure and receipt of non-public personal health and/or financial information are satisfied.

ARTICLE VIII - CONFIDENTIALITY AND PRIVACY

8.01 Confidentiality. AFPlanServ® agrees to treat any Confidential Information obtained, as a consequence of this Agreement, including all medical and/or financial information regarding Sponsor, Providers, Participants and other personnel as confidential and proprietary in nature and not to be shared with any other entity without the express prior written permission of Sponsor. All information regarding Plan Participants will be kept confidential by AFPlanServ® and will only be used for the purpose of providing services under this Agreement.

8.02 Definition of Confidential Information. As used, the term "Confidential Information" shall mean any and all information including proprietary information relating to Sponsor, the Plan, Providers, Participants, employees and personnel including, but not limited to, information relating to documents, contracts, data, contributions, records, remittances, positions, agreements, deposits, products, correspondence, terms, files, statements, reviews, compliance, and any and all books, notes and records whether acquired or disclosed verbally, electronically, visually, or in a written or other tangible form. The term, "Confidential Information" shall not include information that becomes available to the public through no wrongful action of the receiving party, is already in the possession of the receiving party and not subject to an existing agreement of confidentiality between the parties, is received from a third party without restriction and without breach of the agreement, is independently developed by the receiving party, or is disclosed pursuant to a requirement or request from a government agency.

8.04 Legally Required Disclosure. In the event that AFPlanServ® becomes subject to any legal or regulatory process pursuant to which disclosure of Confidential Information is sought, including, but not limited to, a subpoena or order issued by a court or governmental body, AFPlanServ® will (i) give Sponsor prompt notice thereof; (ii) allow Sponsor a reasonable opportunity at its own expense to challenge such subpoena or court order, or to seek a protective order or other appropriate remedies with respect thereto; and (iii) disclose such Confidential Information in connection therewith only to the extent that such Confidential Information is legally required to be disclosed. Any disclosure which complies with the foregoing sentence shall not be deemed to be a breach of the terms of this Agreement.

8.05 Protection of Individual Privacy. AFPlanServ® is obligated to comply with the requirements of the federal Gramm-Leach-Bliley Act of 1999, and related federal and state laws regarding the privacy of the individual, non-public personal information of Sponsor's employees.

Based on the foregoing, AFPlanServ® agrees and warrants that AFPlanServ® is aware of the requirements of the Gramm-Leach-Bliley Act of 1999, and related federal and state laws, regulations, rules and requirements, and agrees that AFPlanServ® shall: (i) comply with all such federal and state laws, rules, regulations and requirements

in the performance of AFPlanServ's® obligations and duties for Sponsor; and (ii) restrict AFPlanServ's® use of the non-public personal, health and/or financial information that AFPlanServ® obtains, collects, receives or otherwise accesses on behalf of Sponsor pertaining to Plan Participants solely for the purpose of performing services under this Agreement; and (iii) take all reasonable steps to protect the non-public personal, health and/or financial information pertaining to the Plan Participants, to the extent AFPlanServ® acquires and possesses such information.

AFPlanServ® further agrees that it will not: (i) sell, share, trade or disclose any non-public personal, health and/or financial information pertaining to any individual Plan Participant, to any individual or entity, including its affiliates, employees, agents and representatives, except those having a need to know or access such information to allow AFPlanServ® to perform its duties and obligations required under this Agreement on behalf of Sponsor; and/or (ii) take any action that will cause Sponsor to be in violation of any federal or state privacy laws and regulations.

ARTICLE IX - MISCELLANEOUS PROVISIONS

9.01 Trademarks and Copyrights. The parties hereto reserve the right to the control and use of their names and all symbols, trademarks or service marks presently existing or later established. No party hereto shall use any other party's name, symbols, trademarks, or service marks in advertising or promotional materials without the prior written consent of such other party. Any use by a party, without the approval by the other party, of the name, symbols, trademarks or service marks of such other party shall cease immediately upon the earlier of written notice of such other party or termination of this Agreement. The foregoing prohibitions shall not be construed to prevent AFPlanServ® from using Sponsor's name in any notices or other documents developed and delivered in connection with the services hereunder.

9.02 Notice. Unless otherwise provided herein, any notice required to be given must be in writing per the terms set forth in Exhibit C attached hereto and incorporated by reference.

9.03 Nonwaiver. No waiver by either party of any breach of this Agreement by the other party shall be deemed to be a waiver of another breach of the same or of any other provision, and such a waiver shall not stop the first party from asserting any right under the terms of this Agreement.

9.04 Binding Agreement. All the terms of this Agreement shall be binding upon the respective personal representatives, successors and assigns of the parties hereto and shall inure to the benefit of and be enforceable by the parties hereto and their respective personal representatives, successors and assigns.

9.05 Transaction Situs/Governing Law/Venue. The parties agree that all transactions and services performed hereunder by AFPlanServ® for and on behalf of Sponsor shall be deemed to have been performed in the State of Oklahoma. Unless otherwise required by state law with regard to the Employer, the parties further agree that this Agreement shall be governed as to its interpretation and construction by the laws of the State of Oklahoma without giving effect to any conflict of laws doctrine which may result in the application of the laws of another jurisdiction. Venue for any legal proceeding brought under this Agreement by either of the parties hereto shall be restricted to the District Court of Oklahoma County, Oklahoma or the United States District Court for the Western District of Oklahoma, located in Oklahoma City, Oklahoma.

9.06 Modification. This Agreement may be amended by written endorsements properly executed by both parties hereto.

9.07 Sole Agreement. This Agreement and any amendments or addendums agreed to in writing by the parties, embody the final, complete and entire agreement related to the subject matter between the parties. No other representation, understandings or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth or referred to herein. This Agreement shall replace and supersede any prior Agreements between the parties dealing with the same subject matter (including but not limited to any agreements to which a party may now be or may hereafter become obligated due to acquisition of or merger with another entity. All amendments to this Agreement must be in writing and signed by both parties.

9.08 Partial Invalidity. If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced. In addition, the invalid, illegal or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be

included in this Agreement, such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement by one party to the other, the remaining provisions of this Agreement shall also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

9.09 Force Majeure. If the performance of any obligation under this Agreement is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulations, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of AFPlanServ® ("Event of Force Majeure"), AFPlanServ®, upon giving prompt notice to Sponsor, shall be excused from such performance to the extent of such prevention, restriction or interference; provided that AFPlanServ® shall avoid or remove such causes of nonperformance and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. AFPlanServ® shall notify the other party within five (5) days or as soon as reasonably possible thereafter, of the occurrence of such Event of Force Majeure and within ten (10) days shall furnish Sponsor with a recovery plan of action. Without limiting the foregoing, AFPlanServ® shall limit the impact of the Event of Force Majeure on its performance of this Agreement. If a Force Majeure Event lasts for more than thirty (30) days, Sponsor shall have the right to terminate this Agreement.

9.10 Advice of Counsel. The parties represent that in executing this Agreement they do so with full knowledge of any and all rights released or compromised by this Agreement, and that they have received independent legal advice from their respective counsel with regard to the facts involved and with regard to their rights and asserted rights arising out of such facts. The parties shall each bear their own costs and attorneys' fees regarding the negotiation and execution of this Agreement.

9.11 Negotiated Agreement. This Agreement has been the subject of negotiations between the parties. It has been and shall be construed to have been drafted by both of the parties, so that any rule of construing ambiguities against the drafter shall have no force or effect.

9.12 Counterparts; Signatures via Facsimile. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same original. Signatures to this Agreement by either of the parties tendered by facsimile shall be binding as if they were originals.

9.13 Headings and Titles. The headings and titles used herein are for reference only. They are not to be construed to be a substantive part of this Agreement or in any way to affect the validity, construction or effect of any provisions of this Agreement.

IN WITNESS WHEREOF, Sponsor and AFPlanServ® have caused this Plan Administrative Services Agreement to be executed on the day and year written below:

**AMERICAN FIDELITY
ASSURANCE COMPANY
(d/b/a AFPlanServ®)**

By: _____

Title: _____

Date: _____

PLAN SPONSOR:

ESC OF MEDINA COUNTY

DocuSigned by:
By: Matthew Gregory
E567581AC57B4A0

Title: Treasurer

Date: 11/9/2022

EXHIBIT A

AFPlanServ® Fee Schedule

I. Service Fees

In exchange for the administrative services provided by AFPlanServ® as set forth in Section 2.01 and Appendix A of the Agreement, Sponsor agrees to pay AFPlanServ® the following fees:

- a) one time set-up fee in the amount of **\$0.00**; and
- b) a monthly fee of \$1.00 for each Participant in Sponsor's 403(b) Plan.

Monthly fees will be due and owing for each Participant during a billing period. This fee amount will be in effect from the Effective Date of this Agreement and will continue until the completion of the first full Plan Year. Prior to the end of each Plan year, the fee will be reviewed and may change with ninety (90) day written notification from AFPlanServ® to Sponsor and parties as may be identified hereinafter.

Sponsor also hereby selects, as set forth in Section 3.01(h) and Appendix A(p) of the Agreement, the following with regard to Sponsor's Plan:

Option A:

- ☐ Sponsor elects the additional Select package of administrative services **without** Common Remitter Services.

Option B:

- ☒ Sponsor elects the additional Select package of administrative services **with** Common Remitter Services.

II. Fee Invoicing Method

Per Article V of the Agreement, AFPlanServ® will collect the fees due hereunder by invoicing Sponsor periodically at its mailing address as provided in Exhibit C or to Sponsor's Approved Providers, if applicable, at the Approved Providers mailing address as provided on the executed Investment Provider Agreement.

III. Post-Termination Record Transfer Fee

In exchange for AFPlanServ® agreeing to transfer records maintained under this Agreement to Sponsor or Sponsor's designee upon termination of this Agreement, Sponsor agrees to pay AFPlanServ®:

- (a) a record transfer fee of \$150.00; and
- (b) any outstanding amounts due and owing to AFPlanServ® under this Agreement.

All fees set forth above shall be due and payable to AFPlanServ® at the time of Sponsor's written request to AFPlanServ® for the record transfer. AFPlanServ® shall have no duty or obligation to comply with Sponsor's request until all fees are received by AFPlanServ® in full.

EXHIBIT B
Third Party Administrator -
Additional Regulatory Requirements

I. Remittance Trust Account

In addition to other required provisions set forth in this Agreement, AFPlanServ® shall, where required by law, establish and maintain a remittance account in trust for Sponsor. Funds received from or on behalf of Sponsor via AFPlanServ's® Common Remitter Services, if elected by the Sponsor, shall be received by AFPlanServ® in a fiduciary capacity. These requirements are in addition to any other requirements of state or federal law relating to the Agreement, including any statutory requirements which may require the establishment of a separate trust account for any funds collected or returned in a particular state. All funds received by AFPlanServ® shall be deposited promptly in said account and any return funds shall be immediately returned to Sponsor.

Only funds for the following items may be deposited or withdrawn from this account:

- (a) AFPlanServ® deposit of Participant contributions received from Sponsor; and
- (b) AFPlanServ® remittance of funds to Approved Providers (as defined in Appendix A (p.)); and
- (c) AFPlanServ® return of funds to Sponsor; and
- (d) Payment of fees to AFPlanServ®, as authorized by Sponsor.

If applicable, payment to AFPlanServ® of any funds by, or on behalf of a Participant is considered to be received by Sponsor. Further, any payment of return funds by Sponsor to AFPlanServ® is not considered payment to a Participant until the payment is received by the Participant, if applicable. Nothing contained within this subsection shall limit any legal rights or remedies of Sponsor against AFPlanServ® resulting from AFPlanServ's® failure to remit payments as required herein.

If funds deposited have been collected on behalf of more than one Sponsor, AFPlanServ® shall keep records clearly recording the deposits in and withdrawals from the account on behalf of or for each Sponsor. AFPlanServ® shall keep copies of all records and, upon request of Sponsor, shall furnish Sponsor with copies of such records pertaining to such deposits and withdrawals on behalf of or for Sponsor. AFPlanServ® will periodically render an accounting to Sponsor detailing account transactions performed by AFPlanServ® under this Agreement.

II. Notice to Participants

AFPlanServ® shall provide written notice to Participants regarding the engagement of AFPlanServ® by Sponsor in accordance with applicable statutes. Any required notices of AFPlanServ® relationship with Sponsor must be approved by Sponsor and will be forwarded to Participants by Sponsor at Sponsor expense.

EXHIBIT C
Terms of Notice

Pursuant to Section 9.02 of this Agreement, notice may be given under this Agreement by either party hereto by delivery of said notice to the other party or by mailing said notice to the other party at the address provided below or its last known address. A receipt of mailing provided by the United States Post Office Department shall be sufficient proof of notice. Notice may also be given by facsimile transmission or overnight mail.

IF TO AFA/AFPlanServ®:

American Fidelity Assurance Company
AFPlanServ®
9000 Cameron Parkway
P.O. Box 269008
Oklahoma City, OK 73126

IF TO SPONSOR:

ESC OF MEDINA COUNTY
124 WEST WASHINGTON STREET
MEDINA OH 44256

APPENDIX A

With respect to Approved Providers and Providers that are not Approved Providers but have agreed to provide AFPlanServ® account information, AFPlanServ® provides the following services only to the extent information is provided by the Providers. Where any question arises with regard to actions taken by a Provider based on information provided to AFPlanServ® by that Provider, AFPlanServ® will notify the Sponsor of the issue for resolution by the Sponsor. AFPlanServ® shall not provide any services with respect to accounts with Providers that do not agree to provide any account information to AFPlanServ®. Services provided herein are set forth below:

- (a) AFPlanServ® will provide guidance and sample forms to assist Sponsor in the overall administration of the Plan.
- (b) AFPlanServ® will provide sample eligibility notices and guidance to assist Sponsor in complying with the Universal Availability rules for Section 403(b) Plans.
- (c) AFPlanServ® will provide a written Plan document and written Amendments or Plan document updates from time to time as required to continue qualification of Sponsor's Section 403(b) Plan.
- (d) AFPlanServ® will work with Sponsor to audit and maintain properly executed salary reduction agreements. A sample salary reduction agreement will be provided for use by Sponsor and Sponsor's Approved Providers.
- (e) On behalf of Sponsor, AFPlanServ® will approve and monitor distributions from approved Providers of the Plan according to Plan rules and Internal Revenue Service guidelines. This will include the following:
 - (i) Provide Participants with Code required notice of right to elect a direct rollover prior to processing an eligible rollover distribution from the Plan;
 - (ii) Provide Participants an approval form and instructions to request a Plan distribution;
 - (iii) Apply the rules under the Plan in accordance with applicable law at the direction of the Sponsor to determine eligibility for distributions from the Plan, including distributions due to age, termination of employment, disability, or financial hardship;
 - (iv) Monitor Provider reports of financial hardship distribution and report such distributions to Sponsor upon request; and
 - (v) Monitor and approve contract exchanges, transfers, rollovers, and service credit purchases.
- (f) AFPlanServ® will review any Domestic Relations Orders ("DROs") received by the Plan and apply the rules under the Plan in accordance with applicable law at the direction on the Sponsor to determine if the DRO qualifies as a "Qualified Domestic Relations Order" ("QDRO").
- (g) AFPlanServ® shall maintain records of each Plan Participant's and beneficiary's account balances as of the most recent valuation data available solely for the purpose of determining the Plans compliance with applicable qualified Plan rules and not for the purposes of reliance as to account balance by a Participant or beneficiary. The records of each such account balance shall reflect amounts attributable to employer contributions (if any), Participant elective-deferral contributions, rollover contributions and transfers, and any after-tax contributions. If a 403(b) Plan accepts after-tax Roth Elective Deferral Contributions as permitted under Code section 402A ("Roth contributions"), AFPlanServ® shall keep records that separately account for such contributions. AFPlanServ® shall also maintain records of rollover Roth contributions, as permitted by the Plan Sponsor's Plan, which shall also be accounted for separately.
- (h) AFPlanServ® shall arrange for contributions to and investments in a Participant's account to be allocated in contracts available under the Plan, or as directed by the Participants or the Participant's beneficiary in the event of the Participant's death. All contributions shall be allocated among such options in accordance with the most recent valid instructions. Transfers among Plan funding options shall be made pursuant to the instructions of the Participant or beneficiary in accordance with the terms of the Plan but subject to any restrictions in the applicable mutual fund or annuity contract. AFPlanServ® shall provide to the Participant

or beneficiary all of the forms necessary to enable allocations of contributions or transfer amounts among the Plan funding options.

- (i) AFPlanServ® shall, as authorized under the Plan pursuant to instructions from the Plan Administrator and subject to applicable law, administer Plan loans. This duty shall include, but not limited to, determining the availability of Plan loans, approving, and accounting for Plan loans available under the terms of the Plan.
- (j) AFPlanServ® shall receive beneficiary distribution request forms from Participants, verify the documents comply with Plan and applicable legal requirements, and notify the applicable Provider of such determination.
- (k) Prior to the distribution of a Participant's benefits from a Provider that is not an Approved Provider account, AFPlanServ® shall provide the appropriate tax notice as required under section 402(f) of the Code.
- (l) AFPlanServ® shall notify Participants nearing or exceeding the applicable limits on employee elective deferrals in sections 402(g) and 414(v) of the Code. AFPlanServ® shall, at such times as the Sponsor and AFPlanServ® shall agree, provide reports to the Sponsor concerning employee elective deferrals in order to aid in their compliance with the applicable limits on employee elective deferrals in sections 402(g) and 414(v) of the Code.
- (m) AFPlanServ® or AFA shall provide upon request a sufficient number of representatives for enrolling, educational, communications, administrative, and other support to assist Sponsor and Sponsor's Participants.
- (n) AFPlanServ® shall implement appropriate data security measures, policies, and procedures that are designed to comply with privacy laws directly applicable to its businesses which may be applicable to the Sponsor, employers, and Participants, including the Gramm Leach Bliley Act of 1999 and the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act of 2003.
- (o) AFPlanServ® shall take such steps to correct any AFPlanServ® or Custodian error so that the Participant is made whole.
- (p) In the event that Sponsor elects Common Remitter Services per Option B of Exhibit A of this Agreement, AFPlanServ® will use its best efforts to process remittances and data files received in good order by the end of the following business day. Files and remittances received from Sponsor shall be maintained and processed by AFPlanServ® via a separate bank account, with all data received encrypted for security prior to transmittal to Providers. If employee contributions cannot be processed as received, AFPlanServ® will notify Sponsor immediately for assistance in reconciliation so that the contributions can be processed on a timely basis.

Investment Provider Agreement For Section 403(b) Retirement Plans

Name of Employer: **ESC OF MEDINA COUNTY** ("Plan Sponsor")

Name of Investment Provider: **AMERICAN FIDELITY ASSURANCE COMPANY** ("Provider")

This 403(b) Investment Provider Agreement (the "Agreement") is between the Plan Sponsor of a Section 403(b) Tax-Deferred Account Plan (the "Plan") and the Provider indicated above. This Agreement becomes effective upon receipt, by the Plan Sponsor and Provider, of a fully executed Agreement from AFPlanServ® ("AFPS"). Salary reduction must not be made by the Plan Sponsor or deposited by Provider until this Agreement goes into effect.

The Plan Sponsor has established the Plan in accordance with the requirements set forth in Section 403(b) of the Internal Revenue Code (the "Code") and wishes to include annuity contracts qualified under Section 403(b)(1); mutual fund custodial accounts qualified under Section 403(b)(7); and/or retirement income accounts qualified under Section 403(b)(9), in its Plan (the "Investment Arrangements").

The Provider acknowledges that the execution of this Agreement by the Plan Sponsor is solely for the convenience of the Plan Sponsor and its employees and does not constitute an endorsement or recommendation of the Provider or its Investment Arrangements. The Provider acknowledges that any such representation by its appointed agents and representatives constitutes a breach of this Agreement and may result in removal from the Plan.

The Provider and the Plan Sponsor agree that Investment Arrangements of the Provider will be made available for the investment of Plan assets under the following terms and conditions:

Plan Administration

The Plan Sponsor has retained the services of AFPS to provide particular administrative services for the Plan. These may include common remitting services for Plan contributions. In addition to providing information to the Plan Sponsor and abiding by its rules, as outlined in the Plan's Adoption Agreement, for administering the Plan, the Provider will work and cooperate with AFPS, on behalf of the the Plan Sponsor, as provided in this Agreement and as requested by AFPS for Plan compliance with the Code and other applicable law and administration of the Plan.

Qualified Investment Arrangements

The Provider will only provide Investment Arrangements for the investment of Plan assets that qualify under Section 403(b) of the Code and agrees to the following:

- Investment Arrangements provided comply in form and operation with the requirements of Section 403(b) of the Code and the regulations thereunder. The Provider will amend its contracts as needed to continue the compliance with the requirements of Section 403(b) and its regulations;
- Investment Arrangements will not include life insurance;

- The Provider will limit the Investment Arrangements offered to eligible employees of the Plan Sponsor (the "Participants") to 403(b) compliant qualified Investment Arrangements that are approved by the Plan Sponsor. The Provider agrees to provide a current listing of its included Investment Arrangements to Plan Sponsor upon request no less than annually. The Provider will notify the Plan Sponsor if an included Investment Arrangement subsequently becomes unavailable and is no longer offered for sale to new Participants or additional contributions;
- If a provision of an Investment Arrangement's document conflicts with a provision in the Plan, the provision in the Plan shall apply; and

Contributions:

The Provider agrees to comply with the contribution limitations described below:

- Contributions are not permitted without a completed salary reduction agreement approved by AFPS on behalf of the Plan Sponsor.
- Provider must be approved under the Plan to accept contributions from the Plan Sponsor.
- Contributions for Plan Participants are limited to amounts permitted under Sections 402(g)(1) and 415 of the Code, as adjusted;
- Catch-up contributions are permitted pursuant to Section 414(v) of the Code if the Participant will be age 50 or older during the plan year;
- If allowed by the Plan, catch-up contributions will be allowed under Code Section 402(g)(7) for employees with 15 or more years of service. This option will not be effective until AFPS has received and approved a salary reduction agreement accompanied by a completed Maximum Allowable Contribution ("MAC") calculation worksheet;
- Provider will permit and process corrective distributions of excess deferrals or contributions in accordance with applicable IRS regulations when excess amounts have been identified by the Provider, Plan Sponsor or AFPS;
- To the extent that the Plan allows and the Provider accepts Roth 403(b) contributions, Provider will handle Roth accounts and contributions and distributions in a manner that complies with the Code. This includes segregating and tracking Roth 403(b) contributions and tracking the five year holding period; and
- If Plan Sponsor elects to use AFPS' common remitter service, the Provider agrees to accept contributions via wire transfer/ACH from AFPS. The parties agree that required information for contribution remittances shall be provided by Provider via its completion of Exhibit B attached hereto.

Participant Loans:

The Provider may or may not offer to make Participant loans to Plan Participants under the terms of its Investment Arrangements. If loans are allowed by the Plan and offered by the Provider, the Provider agrees to follow the guidelines listed below:

- The Provider agrees to forward all requests for loans from the Plan to AFPS for approval in order to assure compliance with the loan limits of Section 72(p) of the Code; and
- Once AFPS has provided approval of a loan, Provider will process a loan, not to exceed the amount approved; and

- The Provider is responsible for loan recordkeeping, including collecting and processing loan payments, and calculating loan principal and interest; and
- No loans with a re-payment period in excess of five (5) years will be permitted; or fifteen (15) years if the loan will be used towards the purchase of a primary residence; and
- Provider is responsible for disclosure, tax reporting, and tracking of defaulted loans. Tracking includes the sharing information with the Plan Sponsor or AFPS of defaulted loans, via electronic data sharing.
- No loans will be granted if a Participant has a current defaulted loan.
- If Provider ceases to be an approved Provider due to de-selection from the Plan, loans from Participant accounts will no longer be permitted.

Hardship Distributions:

If elected by the Plan Sponsor in the Adoption Agreement, hardship distributions will be made available under the Plan. The circumstances for allowing hardship distributions under the Plan will be determined by the “safe harbor” provisions applicable to 401(k) plans, unless more restrictive under the Plan. The Provider agrees to the following:

- All requests for hardship distributions will be forwarded to AFPS for approval; and
- AFPS will determine eligibility of a hardship distribution based on whether all Plan options, including, but not limited to, exhausting a Plan loan, have been satisfied.
- AFPS will determine the maximum amount the Participant is eligible for under the hardship provision in accordance with Code Section 403(b) and regulations thereunder; and
- Provider is responsible for calculating amounts available for hardship in its Investment Arrangements; and
- Provider will limit the distribution to the lesser of the amount approved by AFPS or the hardship amount available in the Participant’s Investment Arrangement; and
- The Provider will be responsible for all tax notices, withholding, and income tax reporting as required by the Code and regulations thereunder; and
- All employees taking a hardship distribution will be required to cease salary reduction contributions to the Plan for six (6) months following the date of distribution. At the time of the distribution, the Provider shall notify the Plan Sponsor or AFPS that a hardship distribution has taken place.
- If Provider ceases to be an approved Provider due to de-selection from the Plan, hardship distributions from Participant accounts will no longer be permitted.

Required Minimum Distributions:

The Provider agrees to comply with the Required Minimum Distribution (“RMD”) requirements described below:

- The Provider will notify Plan Participants when they are required to take an RMD and will calculate and process the amount each Participant is required to withdraw upon the request of the Participant, based on the requirements of the Code and regulations thereunder; and
- The Provider will include the RMD amount distributed for each Plan Participant when it shares information with the Plan; and

- The Provider will be responsible for all tax notices, withholding, and income tax reporting as required by the Code and regulations thereunder.

Other Distributions:

All other requests for Plan distributions must be referred to AFPS for approval. For purposes of this Agreement, the term “*distribution*” includes but is not limited to exchanges from one approved investment provider to another, plan to plan transfers/rollovers, distributions at termination, Qualified Domestic Relations Orders, installment distributions and annuitizations.

Information Sharing:

The Provider agrees to share information electronically and upon written/verbal request with the Plan Sponsor and AFPS that is needed to ensure the Plan retains its qualified status under Code Section 403(b) and regulations thereunder and for proper administration of the Plan. The Provider agrees that it maintains and will continue to maintain systems and procedures necessary to share data as required by the Plan. The Provider will provide to AFPS an electronic file by the 10th day of each month with information as of the end of the previous month. The information will be provided in the electronic file format referenced in Exhibit C or in a similar mutually agreeable electronic format. The file will include information for both active and inactive Participants. The Provider will be given instructions for delivering the file to a designated secure website each month. The Provider agrees to provide AFPS with a test file no less than one (1) month prior to the effective date of the Plan, or within such other timeframe as reasonably requested by AFPS on behalf of Plan Sponsor.

At any time Provider fails to abide by the rules and information sharing requirements set forth in this Agreement, and the failure continues for more than 30 days after the date of written notice by AFPS of such failure, such Provider will no longer be treated as an approved Provider by the Plan Sponsor under the terms of this Agreement and will be immediately terminated.

The Provider agrees to provide other information or assistance to the Plan Sponsor or AFPS as required for proper administration of the Plan. Such information will include, but not be limited to:

- Employee/Participant data; and
- Data to facilitate transfers, exchanges, loans, or distributions as set forth herein; and
- Contact information for sales agents and representatives; and
- Transaction requests completed without proper authorization; and

Provider Responsibility

The Provider agrees to the following:

- Provider will send periodic account statements to Plan Participants who have selected the Provider’s Investment Arrangements; and
- To maintain in its records, the beneficiary designation for the Participants’ accounts with the Provider.

The Provider acknowledges that in the course of carrying out its duties under this Agreement, it will receive confidential information related to the employees of the Plan Sponsor. Such confidential information may include personal information pertaining to the employees of the Plan Sponsor as defined by applicable privacy laws or regulations. The Provider agrees to use the confidential information only for the purposes for which it was disclosed and not to further disseminate or disclose the confidential information without prior written approval from Plan Sponsor or its employees as otherwise required, or permitted, by law, unless such disclosure is necessary for Provider to meet its contractual obligations as stated in this Agreement. Further, Provider agrees, where legally required, to comply with all other applicable federal and state privacy laws, including, but not limited to, 1) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 2) the Gramm-Leach-Bliley Act ("GLB"), 3) any and all applicable state privacy laws, and 4) any relevant regulations promulgated in conjunction with applicable privacy laws. Provider agrees to cooperate with Plan Sponsor to ensure the privacy of the Plan Sponsor and its employees, and to establish and maintain policies reasonably designed to assure the security of all confidential information.

Provider warrants that it has implemented a comprehensive system of security to protect the privacy and integrity of all confidential information to be obtained under this Agreement and regularly audits and reviews such systems and procedures to assure compliance. Provider warrants that it will protect the confidential information during the term of this Agreement and so long as it possesses or maintains any such confidential information even after termination of this Agreement regardless of the cause of such termination. Any confidential information maintained in an electronic database format shall be protected by electronic security measures to prevent unauthorized access, and such electronic security procedures shall be regularly updated to adjust to new relevant technology and threats of compromise of the security of such confidential information which develop from any source whether internal or external.

Plan Sponsor Responsibility:

The Plan Sponsor agrees to the following:

- The Plan Sponsor certifies that it qualifies under Section 403(b) of the Code as an organization eligible to offer this 403(b) plan to its employees and accepts all liability for this determination. The Plan Sponsor agrees to notify the Provider if it becomes an ineligible organization; and
- The Plan Sponsor certifies that it now maintains or will maintain a written plan in accordance with applicable IRS regulations;
- The Plan Sponsor agrees to transmit all contributions to the Provider in a timely manner, but no later than 15 business days following the month in which the amounts would have otherwise been paid to the Employee, to remain consistent with applicable regulations;
- The Plan Sponsor will share data or information requested by the Provider as necessary to facilitate transactions allowed by the Plan. The Plan Sponsor will provide the data in a mutually agreeable format;
- The Plan Sponsor will maintain a list of authorized investment providers to be made available to eligible employees and to other approved Providers upon request;
- The Plan Sponsor will obtain and maintain, at least annually, a listing of available and approved Investment Arrangements for each Provider;
- The Plan Sponsor agrees to furnish the Provider with any and all information which the Provider may require in order to fulfill its duties under this Agreement; and

- The Plan Sponsor certifies that in its separate contract with AFPS, AFPS has agreed that all information regarding Plan Participants will be kept confidential and will only be used for the purpose of providing administrative services for the Plan.

General Provisions:

The parties agree that the following terms and conditions are included as part of this Agreement:

- **Indemnification.** Each party agrees, to the extent permitted by applicable law, to indemnify and hold harmless the other party, including any individual member of the governing boards (each acting in his or her official capacity), and their employees from every claim, demand, or suit which may arise out of, or be made by reason of the indemnifying party's failure to meet the requirements of this Agreement. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand, or suit based on the willful misconduct or fraud of the non-indemnifying party, its employees, or any individual member of its governing board (each acting in his or her official capacity). Either party may, at its option, and at its own expense and risk, assume the defense of and/or settle, any court proceeding that may be brought against it, members of the governing board, and employees on any claim, demand, or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against any of them with respect to any such claim or demand, provided that such party notifies the other party, in writing, within thirty (30) business days of receipt of such claim or demand. Each party's liability hereunder shall be limited to actual damages, including, where applicable, income tax penalties (but not the taxes themselves) and reasonable out-of-pocket legal fees and expenses only.
- **Exclusive Services.** Except as otherwise provided in this paragraph, this Agreement, and any 403(b) contracts available under the Plan, including annuity contracts and custodial accounts, are the exclusive arrangement between the parties for services under the Plan and the terms of this Agreement and do not extend beyond such program. Neither party shall have any other obligations or liabilities not specified herein unless both parties agree to such additional obligations or liabilities in writing.
- **Not Legal Advice.** The parties agree that no service provided by the terms of this Agreement or under the Plan is to be construed as individual legal or tax advice to Participants, nor to either party.
- **Term of the Agreement.** This Agreement shall be effective on the latter date on which each party executes this Agreement below and continue from year to year unless terminated by either party, in writing, by no less than sixty (60) days written notice.
- **Applicable Law.** This Agreement shall be construed under the laws of the state where Plan Sponsor's principle office resides, unless pre-empted by federal law. Any litigation with respect to the terms or conditions of the Agreement will be conducted under such state's jurisdiction and the parties agree that venue lies therein.
- **Severability.** Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. If any term or provision of this

Agreement shall be found to be illegal or unenforceable then, notwithstanding, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

- Assignment. This Agreement shall not be assigned by either party without the prior written approval of both parties. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties.
- Amendment and Waiver. This Agreement may be amended and the observance of any term may be waived only with the written consent of the Plan Sponsor and the Provider.
- Audit. Subject to all applicable federal and state privacy laws and regulations as set forth below, Provider will agree to make its records available to the Plan Sponsor or AFPS as reasonably requested to verify transactions and will assist Plan Sponsor in responding to audits.
- Confidentiality. The Plan Sponsor agrees that all knowledge and information that Plan Sponsor may receive from the Provider under and pursuant to this Agreement, relating to the Provider's Investment Arrangements, processes, rates, costs, business affairs or other data that belong to the Provider shall be regarded by Plan Sponsor as confidential and held by Plan Sponsor in confidence for Plan Sponsor's benefit and use, and shall not be used by Plan Sponsor or directly or indirectly disclosed by Plan Sponsor to any person whatsoever except to AFPS without the Provider's prior written permission. Plan Sponsor agrees to restrict disclosure of confidential information to such of its employees or regulatory authorities as may have a need to know such information in order to perform its responsibilities and obligations under this Agreement

Payment of Service Fees/Plan Sponsor Election

AFPS provides services to the Plan Sponsor for a fee in connection with Participants who maintain 403(b) Investment Arrangements under the Plan. The Plan Sponsor may elect to have AFPS bill the service fee to its approved Providers. If such an election is made by the Plan Sponsor, as set forth in Exhibit A attached hereto, the Provider agrees to pay the fee as a condition of becoming or remaining an approved Provider of the Plan. Fees will be applicable to Participants that currently contribute to the Plan and for those that do not currently contribute, but maintain a balance in the Plan invested in the Provider's Investment Arrangement(s). Prior to the end of each Plan Year, the service fee will be reviewed and may change. AFPS will provide the Plan Sponsor or Provider a thirty (30) day advanced written notice of any increase of the service fee.

If at any time Provider fails to pay the fee, the Plan Sponsor shall have the discretion to terminate this Agreement immediately and the Provider will cease to be an approved Provider under the Plan immediately upon notification from AFPS.

EXHIBIT A

SERVICES FEE PAYMENT ELECTION

The Plan Sponsor shall check the applicable box:

- ☒ AFPlanServ®, on behalf of the Plan Sponsor, SHALL BILL the Provider the applicable administrative services fee¹. If a Participant maintains a balance with one or more Providers, the fee will be divided pro-rata between each Provider.
- ☐ AFPlanServ®, on behalf of the Plan Sponsor, SHALL NOT BILL the Provider the applicable administrative services fee¹.

¹There will be a monthly administrative services fee assessed by AFPS to the Plan Sponsor for each Participant in a qualified retirement plan that is maintained by the Plan Sponsor for which AFPlanServ® provides recordkeeping services. This fee is payable for Participants that currently contribute to the Plan and for those that do not currently contribute, but maintain a balance in the Plan. The current monthly fee amount of \$1.00 per Participant will be in effect until completion of the first Plan Year. Prior to the end of each Plan Year, the fee will be reviewed and may change. AFPS will provide the Plan Sponsor or Provider a thirty (30) day advanced written notice of any increase of the service fee, but the change will not require an amendment to this Agreement.

EXHIBIT A

INFORMATION FOR REMITTANCE OF CONTRIBUTIONS

Investment Provider: AMERICAN FIDELITY ASSURANCE COMPANY

Address: P.O. BOX 25520

City, State, Zip: OKLAHOMA CITY OK 73125-0520

Contact Name (please print): ANNUITY BILLING

Phone: 405-416-8881 Fax: 405-416-8952

Email: WG-BillAdmin-Annuity@americanfidelity.com

ACH Information

Bank Name: BANK OF OKLAHOMA

Bank Address: 201 ROBERT S KERR

Bank City, State, Zip: OKLAHOMA CITY OK 73102

Bank Account No.: 814149577

ABA Routing No.: (9 Digits) 103900036

Bank Telephone No.: 405-272-2000

Bank Fax No.: 405-272-2458

Investment Provider Contact regarding operational questions relating to Plan administration, including inquiries related to Participant account balance, loans, and other transactions:

Contact Name: ANNUITY SERVICES

Address: PO BOX 25520

City, State, Zip: OKLAHOMA CITY OK 73125

Phone: 800-662-1106 **Fax:** 405-523-5978

Email: WG-Annuity@americanfidelity.com

EXHIBIT C

ELECTRONIC FILE LAYOUT ACCESS INSTRUCTIONS

It is preferred that Provider provide the electronic information sharing file to AFPS required in this Agreement per the universal format developed by the The Spark Institute. Inc. This industry accepted electronic file format can be accessed by Provider and downloaded free of charge via the internet as follows:

1. Go to <http://www.sparkinstitute.org>
2. Click on “**Comments and Materials**” link on left-hand margin of page;
3. On Comments and Materials page, scroll down to heading labeled “**New Materials**”;
4. Find/click on the link to “**Best Practices for 403(b) and Related Retirement Plans Information Sharing - Minimum and Comprehensive Data Elements, Version 1.04, Updated July 31, 2015, Effective as of August 7, 2015.**”
5. Review the SPARK document for information on the proper file formats and required fields.

EXHIBIT D

CONTACT PERSONS FOR PURPOSE OF THIS AGREEMENT

Plan Sponsor: ESC OF MEDINA COUNTY

Address: 124 WEST WASHINGTON STREET

City, State, Zip: MEDINA OH 44256

Contact Name: MATTHEW GREGORY

Phone: 330-723-6393 Fax:

Email: MGREGORY@MEDINAESC.ORG

Investment Provider: AMERICAN FIDELITY ASSURANCE COMPANY

Address P.O. BOX 25520

City, State, Zip OKLAHOMA CITY OK 73125-0520

Contact Name ANNUITY SERVICES DEPARTMENT

Phone 800-662-1113 Fax 405-523-5978

Email WG-Annuity@americanfidelity.com

EIN 73-0714500

Administrative Services Provider: AFPlanServ®

Address: P.O Box 269008

City, State, Zip: Oklahoma City, OK 73126-9008

Phone: (866) 560-6415 Fax: (866) 578-0962

Email: WG-Annuity-AF-PlanServ@americanfidelity.com

Acknowledgement:

In witness whereof, the parties have executed this Agreement by signature of authorized officers on the dates specified below.

Plan Sponsor: ESC OF MEDINA COUNTY

Signature  _____
DocuSigned by:
E567581AC57D4A0

Printed Name Matthew Gregory

Title Treasurer

Date 11/9/2022

Investment Provider: AMERICAN FIDELITY ASSURANCE COMPANY

Signature _____

Printed Name _____

Title _____

Date _____

STEP 1

Fill in Customer Contact Information

Attachment L

Instructions: SIGN and email to Help@BonefishSystems.com

Purchase Orders made out to:
Ohio Schools Council
 6393 Oak Tree Blvd., STE 377
 Independence, OH 44131

Name/Title	
District	
Address/County	
Phone	
Billing Email	
IRN#/ PO#	
AP Software	
ITC	
Effective Dt/End Dt	

STEP 2

DISTRICT Select term in Group Pricing and Term table below:

Customer Group Pricing and Term			
Products Codes	1 Year 23DG-01-L	3 Year 23GD-03-L	5 Year 23DG-05-L
eVAS / ePAS	<input type="checkbox"/> \$4,336	<input type="checkbox"/> \$3,835	<input type="checkbox"/> \$3,539

All pricing is an annual subscription, derived from current volume counts effective, June 30th of every calendar year.
 GROUP PRICING AND TERM (TIER = 200+) REPRESENTED ABOVE

STEP 3

Review, Sign, Date & ATTACH PURCHASE ORDER

Terms and Conditions

Bonefish Systems, LLC. will provide the Customer with an annual subscription for usage of the Electronic Vendor Audit System and/or Electronic Payroll Audit System (eVAS/ePAS) for the selected Product and Term as reflected in the Customer Group Pricing and Term table. Communications with the eVAS/ePAS service will be encrypted using the HTTPS protocol. Full Service maintenance and up to four (4) hours of onsite training will be included. New customers will receive an initial invoice with the annual Price. All subsequent invoicing will be generated to align Customer with fiscal year billing. The first fiscal year invoice may be prorated (if applicable) based on the Customer's Effective Date and receipt of initial payment. The number of unused subscription months in the present fiscal year may be credited. Group Pricing is established with participating volume counts identified on June 30th of the current year. Non eVAS/ePAS integrated accounts payable software customers may be subject to a one-time set up fee.

Full Service Maintenance will cover all system outages labor and/or Bonefish Systems hardware needed for the timely restoration of the eVAS/ePAS system and provides email reply assurance within twenty-four (24) hours of receipt. All support inquiries should be submitted to Help@bonefishsystems.com. System hot fixes, may periodically be required to correct issues encountered, such as coding changes that may need to be applied with little or no notification to eVAS/ePAS Customer and are strictly limited to those required to maintain the security, usability, and reliability of the system. In addition to unscheduled hot fixes, any regularly scheduled maintenance and enhancement releases of importance will be communicated via system messaging and published in the online Help section. Bonefish Systems, LLC., will implement system releases that include Bonefish approved and defined system enhancements to benefit Customer and further improve the system capabilities at no additional charge.

TERM OF AGREEMENT - This Agreement shall commence on the Effective Date or when training is completed and shall remain in effect based on the selected Customer Group Pricing and Term table.

TERMINATION FOR CAUSE - Either party may terminate this Agreement for cause: (i) upon sixty (60) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors. This Agreement may not otherwise be terminated prior to the end of the selected Customer Group Pricing and Term table. All terms are fully binding upon, inure to the benefit of and are enforceable by the parties and their respective successors and assigns.

PROVISION for Information Technology Center (ITC) or other third party relationship – Should the Customer elect to select eVAS/ePAS through a third party relationship (ITC offering), this provision will allow the Customer the right to transfer the Service Agreement terms to their ITC to leverage a group relationship.

ADDITIONAL SERVICE AVAILABLE TO CUSTOMER - Upon Customer request, Bonefish Systems, LLC., may be engaged to perform additional risk analysis or to provide consultation on best practices in managing accounts payable risk. Arrangements for such services will be managed under a separate contract and will be billed separately from this Service Agreement.

DISCLAIMER – Bonefish Systems, LLC. OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED. Bonefish Systems, LLC. WILL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE SERVICE PERFORMED HEREUNDER. IT REMAINS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO PERFORM THE NECESSARY DUE DILLIGENCE AND TO IMPLEMENT THE NECESSARY CONTROLS TO ENSURE SOUND FISCAL RESPONSIBILITY. WHILE THE ELECTRONIC VENDOR AUDIT SYSTEM/ELECTRONIC PAYROLL AUDIT SYSTEM CAN BE A USEFUL TOOL IN THE MITIGATION OF ACCOUNTS PAYABLE RISK, IT IS BUT ONE PIECE OF A COMPLETE SET OF CONTROLS A CUSTOMER MUST IMPLEMENT AND DOES NOT ENSURE THAT FRAUD OR ERRORS WILL NOT OCCUR.

CONTINGENCIES – Bonefish Systems, LLC. shall not be responsible for any delay or failure to perform due to unforeseen circumstances or causes beyond reasonable control. Examples of such causes are natural disaster, war, riot, fire, flood, accident, strike, shortage of transportation, power, labor or material, third party vendor delays, or any other act or condition beyond the reasonable control of Bonefish Systems, LLC.

CUSTOMER RESPONSIBILITIES - It is the responsibility of the Customer to ensure that all of its files, passwords, and output are adequately secured. Bonefish Systems, LLC. will not be responsible for Customer failure to do so nor for the cost of reconstructing information lost as a result. Customer is responsible for all related costs and management with their vendors that could directly interface with eVAS/ePAS functionality.

CHARGES - Payment for services contracted under this Service Agreement will be made within thirty (30) days after the invoice date. Late fees of 5% per month will be applied to all late payments. Invoices may be generated by a third party vendor.

GENERAL – Bonefish Systems, LLC. reserves the right to adjust the Pricing at end of the Service Agreement Term.

Print Name/Title

Signature

Date

Thank you for your business!



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type☐

New

☒

Amendment

Terms of Assurance

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

Between

The Educational Service Center of Medina County
and
Black River Local School District

	<u>Service to be performed</u>	<u>School Year</u>	<u>Rate</u>	<u>Total</u>
Add	Long-Term Substitute Teacher	2022-2023	\$56,000.00	\$56,000.00

Fiscal/Facility Fee is 3% of total contract.

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

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

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

For the Educational Service Center of Medina County

DocuSigned by:
Matthew Gregory 11/14/2022
F567581AC57D4A0
Treasurer Date
DocuSigned by:
Robert A. Hlasko 11/7/2022
5BAE3028C47CA31
Superintendent Date

For the Black River Local School District

DocuSigned by:
Brian Haines 11/22/2022
30C3EEEC8B154E1
Treasurer Date
DocuSigned by:
Chris Clark 11/7/2022
5594EE00CAED4C5
Superintendent Date

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



Attachment N

SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type☐

New

☒

Amendment

Terms of Assurance

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

Between

The Educational Service Center of Medina County
and
Brunswick City School District

	<u>Service to be performed</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Remove	Teacher Of The Deaf	60	\$74.00	-\$4,440.00

Fiscal/Facility Fee is 3% of total contract.

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

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

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

For the Educational Service Center of Medina County

For the Brunswick City School District

DocuSigned by:

Matthew Gregory

11/14/2022

E567581AC57D4A0

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

11/10/2022

5BAE302BC47C431

Superintendent

Date

Treasurer

Date

DocuSigned by:

Jason Nedermeyer

11/10/2022

D5C0794D5E8F427

Superintendent

Date

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



Attachment 0

SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

- ☐ New
☒ Amendment

Terms of Assurance

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

Between

The Educational Service Center of Medina County
and
Brunswick City School District

	<u>Service to be performed</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Add	Transition Specialist	160	\$24.80	\$3,968.00

Fiscal/Facility Fee is 3% of total contract.

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

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

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

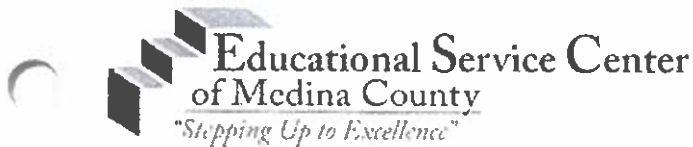
For the Educational Service Center of Medina County

DocuSigned by:
Matthew Gregory 11/30/2022
F567581AC57D4A0
Treasurer Date
DocuSigned by:
Robert A. Hlasko 11/29/2022
5BAE3028C47C431
Superintendent Date

For the Brunswick City School District

DocuSigned by:
Mark Pepera 11/30/2022
ABFC1817A70B48B
Treasurer Date
DocuSigned by:
Jason Medermeyer 11/30/2022
D5C0734D5F8E427
Superintendent Date

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



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

- ☐ New
☒ Amendment

Terms of Assurance

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

Between

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

	<u>Service to be performed</u>	<u>Staff Members</u>	<u>Rate</u>	<u>Total</u>
Add	Online CPR/First Aid with Skills Assessment	3	\$110.00	\$330.00

Fiscal/Facility Fee is 3% of total contract.

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

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

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

For the Educational Service Center of Medina County

DocuSigned by:
Matthew Gregory 12/2/2022
E667681AC67B1A0
Treasurer Date
DocuSigned by:
Robert A. Hlasko 12/2/2022
58AF3828C47C431
Superintendent Date

For the Buckeye Local School District

Jennifer Knapp 11-8-22
Treasurer Date
[Signature] 11/8/22
Superintendent Date

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



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

New



Amendment

Terms of Assurance

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

Between

The Educational Service Center of Medina County

and

Berea City School District

	<u>Service to be performed</u>	<u>Hours*</u>	<u>Rate</u>	<u>Total</u>
Add	RN	36	\$41.00	\$1,476.00
Add	RN	24	\$20.50	\$492.00
Add	LPN	89	\$39.00	\$3,471.00
Add	LPN	84	\$19.50	\$1,638.00
Add	RN Supervision	12	\$63.00	\$756.00

* hours are estimates

Fiscal/Facility Fee is 3% of total contract.

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

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

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

For the Educational Service Center of Medina County

DocuSigned by:
Matthew Gregory 11/1/2022
E667881AC67D4A0
Treasurer Date

DocuSigned by:
Robert A. Hlasko 11/1/2022
EBAE3028C47C431
Superintendent Date

For the Berea City School District

DocuSigned by:
Jill Rowe 11/16/2022
88AEE00BCC6714B...
Treasurer Date

DocuSigned by:
Tracy Wheeler 11/22/2022
69AEE43EE9AC400...
Superintendent Date

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



Attachment R

SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

- ☐ New
☒ Amendment

Terms of Assurance

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

Between

The Educational Service Center of Medina County
and
Berea City School District

	<u>Service to be performed</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Add	RN	1295	\$41.00	\$53,095.00
Add	Health Aide	1295	\$27.00	\$34,965.00
Add	Director Of Nursing Services	72	\$63.00	\$4,536.00

Fiscal/Facility Fee is 3% of total contract.

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

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

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

For the Educational Service Center of Medina County

DocuSigned by:
Matthew Gregory 11/1/2022
E567501A657D4A8...
Treasurer Date
DocuSigned by:
Robert A. Hlasko 11/1/2022
5BAE3026C47C431...
Superintendent Date

For the Berea City School District

DocuSigned by:
Jill Rowe 11/16/2022
66AEE0DD666744B...
Treasurer Date
DocuSigned by:
Tracy Wheeler 11/22/2022
80A6E42FE9AC480...
Superintendent Date

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



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

New



Amendment

Terms of Assurance

This agreement will be in effect from December 13, 2022 - June 30, 2023

Between

The Educational Service Center of Medina County
and

Lorain City Schools

Service to be performed

Accounts Payable Services

Hours

up to 100

Rate

\$85.00

Total

up to \$8,500.00

The Lorain City Schools shall maintain full legal responsibility and liability for any and all damages, losses, attorney fees, or claims which Lorain City Schools sustains arising out of an error or omission in performance of duties and responsibilities under this agreement, and shall maintain an appropriate bond or equivalent or better insurance coverage related to performance of such responsibilities.

The Lorain City Schools will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County the contract amount up to \$8,500.00.

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

12/2/2022

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

12/2/2022

Superintendent

Date

For the Lorain City Schools

Treasurer

Date

Superintendent

Date