

EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY
Regular Meeting of March 27, 2023
124 West Washington Street, Medina, Ohio

CALL TO ORDER

President Weglewski called the meeting to order at 6:03 p.m.

ROLL CALL

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

23-03-48 Motion by Mr. Consiglio and seconded by Mr. Matson to approve the minutes of the February 27, 2023 Regular board meeting as presented.

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

RECOGNITION OF VISITORS- April Johnson and Jim Sullivan

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.

STAFF PRESENTATION – April Johnson – Transportation and Pre-Service

TREASURER'S REPORT – Treasurer Gregory

- A. Fund Statement – February 2023
- B. Reconciliation – February 2023
- C. Investment Review and Redtree Report– February 2023
- D. List of Bills Paid – January 2023.
- E. Document Scanning/SC View
- F. Next Governing Board Meeting – April 20, 2023.

SUPERINTENDENT'S REPORT

- A. Meetings Attended
- B. Building Update
- C. Auditor's Report
- D. Top Scholars Dinner – April 17 at 6:00 p.m. (arrive 5:45)
 - Board Roles/Responsibilities
- E. Staff Recognition Dinner – April 24 at 6:00 p.m. (arrive 5:45)
 - Board Roles/Responsibilities
- F. April Regular Board Meeting
- G. May Board Meeting Location

BOARD MEMBERS' REPORTS

- A. Legislative Liaison – Mrs. Weglewski updated the board on state issues. The biennial budget and two different bills, SB1 and HB 1.
- B. Student Achievement Liaison – Mr. Ravanelli updated the on the Franklin B. Walter Award applicants.

C. Policy Committee – Mr. Matson and Mrs. Weglewski updated the board that the committee did not meet in March. We have few policies to approve this meeting.

D. Business Advisory Council – Dr. Clarke updated the board that the council has 115 participants in the pre-apprenticeship program. Next meeting will be about third grade career development.

POLICY

23-03-49 Motion by Mr. Matson and seconded by Mr. Consiglio to approve the following policies:

Personal Items Broken/Damaged in the Course of Job Responsibilities (specific designations to be determined) (Attachment A)

Mileage – Staff (DLC, DLC-R, GDL, and Employee Handbook (Attachment B)

DM – Cash in Central Office (Attachment C)

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

PERSONNEL ITEMS

Motion by Dr. Clarke and seconded by Mr. Matson to approve resolution numbers 23-03-50, 23-03-51, 23-03-52, 23-03-53, 23-02-54.

NEW BUSINESS AND SUPERINTENDENT'S RECOMMENDATIONS

23-03-50 Adoption of the substitute list addendum for the 2022-2023 school year. (Attachment D)

23-03-51 Approve the Educational Service Center of Medina County substitute list for the 2022-2023 school year. (Attachment E)

23-03-52 Employ the following classified staff members for the 2022-2023 school year:

1. Holly Stout, Educational Aide, estimated 1050 hours (estimated 181 days, up to 29 hours per week) at a pay rate of \$17.00 per hour, effective March 6, 2023.
2. Bridget Wood, RN, estimated 259 hours (estimated 37 days, 7 hours per day) at a pay rate of \$24.00 hour, effective March 22, 2023.

23-03-53 Approve the following change for the 2022-2023 school year.

1. Melissa Snow, from RN Substitute to RN, (estimated 57 days, 6 hours per day) at a pay rate of \$23.00, effective March 6, 2023.

23-03-54 Approve the following resignations for the 2022-2023 school year:

1. Jessica Ehrman, Behavior Technician, effective March 10, 2023.
2. Lynda Kopacz, ELL Teacher, effective March 15, 2023.
3. Ashley Krovich, Behavior Technician, effective March 31, 2023.
4. Rich Maynard, LPN, effective April 21, 2023.

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

ACTION ITEMS

23-03-55 Motion by Mr. Consiglio and seconded by Mr. Matson to approve the OSBA Membership from January to December of 2023 with a cost of \$3,397.00. (Attachment F)

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

23-03-56 Motion by Mr. Consiglio and seconded by Mr. Ravanelli to approve the job description for Special Education Coordinator as presented. (Attachment G)

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

23-03-57 Motion by Mrs. Weglewski, and seconded by Mr. Ravanelli to approve the resolution to dissolve NCSSA as follows:

BE IT RESOLVED, the educational service centers that established the North Coast Shared Service Alliance ("NCSSA") desire to dissolve the existing NCSSA arrangement at the conclusion of the 2022-23 school year. Therefore, the Governing Board of the ESC of Medina County hereby terminates its participation in the Substitute Employee Management Service Partnership Agreement effective June 30, 2023 and, consistent with the action of the other ESC partners to the Agreement, agrees to dissolve the existing NCSSA arrangement. The Superintendent and/or Treasurer are hereby authorized and directed to do all things necessary to accomplish the terms of this Resolution.

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

23-03-58 Motion by Dr. Clarke and seconded by Mr. Consiglio to approve the 2023-2024 Bus/Van Driver Physical Proposal from Summa Health, in the amount of \$73.00 per physical. (Attachment H)

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

23-03-59 Motion by Mr. Matson and seconded by Mr. Ravanelli to approve the purchase service agreement with Carrie Wible for \$30.00 an hour not to exceed \$900.00. (Attachment I)

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

23-03-60 Motion by Mr. Matson and seconded by Mr. Consiglio to approve the updated service costs for fiscal year 2023-2024. (Attachment J)

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

23-03-61 Motion by Mr. Matson and seconded by Mr. Consiglio to approve the following 2022-2023 Service Agreements (ORC 3313.843 and 3313.845) (Attachment K-O)

Brunswick City	Nursing DC Trip
Brunswick City	Nursing ESY
Medina City	MCA DC Trip
LLA Therapy	Nursing ESY
Medina Co District Library	Executive Search-Fiscal Officer

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

23-03-62 Motion by Mr. Ravanelli and seconded by Mrs. Weglewski to approve the lease agreement with the Medina County Board of Developmental Disabilities (Windfall) for \$3,726.00. (Attachment P)

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

23-03-63 Motion by Mr. Matson and seconded by Mr. Consiglio to approve the service agreement with Strategic Solutions for scanning services not to exceed \$62,501.20. (Attachment Q)

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

EXECUTIVE SESSION

Motion by Mr. Consiglio and seconded by Dr. Clarke to move into Executive Session at 7:32 p.m. for the purpose of:

Conferring with an attorney for the Governing Board concerning pending or imminent court action.

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

President Weglewski declared the Board out of executive session at 7:52 p.m.

ADJOURNMENT

Motion by Mrs. Weglewski seconded by Mr. Matson to adjourn the meeting at 7:52 p.m.

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

Minutes Approved:

Carolyn M Weglewski Mark Matson
President Treasurer

Personal Items Broken/Damaged in the Course of Job Responsibilities

For inclusion in Employee Handbook. We can also consider adding as a separate policy as well.

If an employee's personal property is damaged in the course of their normal work (or as otherwise directed by a supervisor) they may seek reimbursement from the Treasurer's office by completing both an incident report and an emailed request to the treasurer detailing the item and evidence of cost to repair/replace. The request for reimbursement may only be made if the following conditions are met:

The personal property was required for the employee's job (i.e. corrective vision glasses) or was requested by a supervisor to be utilized (i.e. personal cell phone). Personal property which is not required for an employee's job but was otherwise accessible due to employee negligence will not be considered for reimbursement.

The personal property is beyond repair or does not function appropriately. If this requirement is in question the Treasurer shall make the final determination of whether the request for reimbursement for repair or replacement is to be granted.

The reimbursement shall take into consideration the age and condition of the personal property where applicable (i.e. cell phone) with every effort made to make the employee whole. In any case, the Treasurer may request more than one estimate for repair or replacement from the employee.

Mileage - Staff

For inclusion in policies DLC, DLC-R, GDL, and Employee Handbook

Mileage shall be calculated utilizing the following guidelines:

1. Mileage shall not be paid from home to work or the reverse
2. If an employee departs and/or returns directly for a location other than their normal work station (e.g. conference or meeting) the mileage calculation shall subtract their normal mileage from home to work (or the reverse) from the total mileage. If the employee returns to the office after the initial meeting or conference, this mileage would not be reduced in any way.
 - a. Employee's normal home to work mileage - 15 miles
Employee's special conference mileage - 100 miles
Employee departed from home and went directly to the conference
Mileage calculation: $100 - 15 = 85$ miles

Employee returned to work station after conference
Mileage from conference to work - 60 miles
Mileage calculation: 60 miles

Total mileage submitted for this day: $85 + 60 = 145$ miles
 - b. Employee reports to work from home - 15 miles
Employee departs to local meeting - 10 miles
Employee returns to the office after meeting - 10 miles
Employee departs for home at end of work day - 15 miles

Total mileage submitted for this day: $10 + 10 = 20$ miles
 - c. Employee reports to work from home - 15 miles
Employee departs to local meeting - 10 miles
Employee departs for home after meeting (at end of work day) - 17 miles

Total mileage submitted for this day: $10 + 2 = 12$ miles
(*note employee must subtract normal mileage to home [15] from 17)
3. If an employee has multiple work stations during a day, they shall receive mileage for all travel, except for the trip to the first work station and travel home from the last work station
 - a. Employee reports to work from home - 15 miles
Employee departs to School A - 5 miles
Employee departs to School B - 8 miles
Employee departs for home at end of work day - 17 miles

Total mileage submitted for this day: $5 + 8 = 13$ miles

DM - Cash in Central Office

Monies collected by employees are handled with prudent business procedures.

State law requires a proper receipting and depositing of all public monies. Therefore, all monies collected are receipted, accounted for and deposited every day, if possible. Specifically, if the money collected:

1. exceeds \$1,000, it must be deposited on the next business day or
2. does not exceed \$1,000, it must be deposited in a safe place to be deposited within three business days.

In no case shall more than \$10 be left overnight in unsecured areas of school buildings. The Treasurer provides for making bank deposits after regular banking hours in order to avoid leaving money in unsecured locations overnight.

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

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

Substitute/Tutor Listing - All Districts

Both

Gina Finley

Change Notes: 3/10/23: Add Cloverleaf

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

Abigail Wyles

Change Notes:

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

Substitute

Mike Kovack

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
5 Year Substitute Multi-Age P		Education Degree - Unlimited			PK-12	6/30/2027

M. Adam Namerow

Change Notes: 3/17/23: Add Highland & Medina City

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input 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
1 Year Substitute Multi-Age P		General Substitute			PK-12	6/30/2023
1 Year Substitute Multi-Age P		Visual Arts			PK-12	6/30/2023

Substitute/Tutor Listing - All Districts

Meagan Redding

Change Notes:

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

Attachment E

Department	Name	Title	Hourly Rate	Effective Date
Nursing	Malleo, Samantha	RN Substitute	\$24.00	2/28/2023
Nursing	Malleo, Samantha	RN Substitute	\$22.00	2/28/2023



Ohio School Boards Association
8050 N. High Street, Suite 100
Columbus, Ohio 43235-6481
(614) 540-4000

Attachment F

Invoice No. **P5455**

QUESTIONS?
Business and Finance Division
(614) 540-4000

3/1/2023

AMOUNT DUE

District Treasurer
Medina County Educ Serv Ctr
124 W Washington St
Medina, OH 44256-2244

AMOUNT ENCLOSED

DUE DATE 3/15/2023

OSBA's tax identification number is 31-4414897

PO Number	DESCRIPTION	AMOUNT
	ANNUAL MEMBERSHIP DUES (Acct. 001-2310-841) January -- December 2023: Dues are based on your district's ADM and cost per pupil data from the Ohio Department of Education for the 2020-2021 school year. Any increase or decrease in dues from the previous year is caused by a change in your district's ADM and/or cost per pupil. A portion of your annual membership dues will be used to pay actual and necessary registration fees and travel expenses, for OSBA trustees, committee members and other district representatives who represent the Association or its member districts at annual conferences of OSBA or any association of school board associations, state or national advocacy or leadership events, or other conferences, seminars, meetings and similar events at the regional, state and national level.	\$3,397
INDICATE YOUR SUBSCRIPTION CHOICES BELOW. Select only ONE option per subscription. (Please add any of the below subscription fees to your membership dues for the final invoice amount.)		
<input checked="" type="checkbox"/>	BRIEFCASE: OPTION 1 - Email Delivery Only (Acct. 001-2310-542) Unlimited number of recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment. All recipients must receive Briefcase electronically to qualify.	FREE
<input type="checkbox"/>	BRIEFCASE: OPTION 2 - Email and Paper Delivery (Acct. 001-2310-542) Up to 15 recipients may receive paper copies via mail; unlimited recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment.	\$155
<input type="checkbox"/>	SCHOOL MANAGEMENT NEWS: OPTION 1 - Email Delivery Only (Acct. 001-2412-542) Unlimited number of recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment. All recipients must receive SMN electronically to qualify.	\$150
<input type="checkbox"/>	SCHOOL MANAGEMENT NEWS: OPTION 2 - Email and Paper Delivery (Acct. 001-2412-542) Up to 15 recipients may receive paper copies via mail; unlimited recipients via email - to be indicated on your online membership roster, which may be accessed after receiving membership payment.	\$210

OSBA leads the way to educational excellence by serving Ohio's public school board members and the diverse districts they represent through superior service, unwavering advocacy and creative solutions.

Special Education Coordinator

Reports to: Director of Student Services

Supervises: Special education department staff as directed.

FLSA status: Exempt

Qualifications:

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

Description:

- Develops, promotes, supervises, and evaluates programs/services to meet the needs of students with disabilities and positively impact student achievement. Support partner school districts with the delivery of special education programs and services.

Responsibilities and Essential Functions:

- Assist the Director of Student Services with direction to special education staff for the implementation of federal and state special education laws and regulations.
- Work collaboratively with district administrators, educational staff, parents, and community partners to coordinate, provide, and continuously improve special education programs and services.
- Provide staff with leadership; help resolve problems that negatively impact student achievement and/or student/staff safety; and work to resolve staff conflicts.
- Represent the ESCMC and its partner school districts with professionalism at all times demonstrating integrity and ethical behavior.
- Organize and conduct comprehensive professional development opportunities and participate in professional growth opportunities.
- Maintain confidential information as required by Board policy and legal requirements.
- Ensure paperwork and required documentation are accurate, timelines and deadlines are met, and assist with the collection of student and staff data for educational management information (EMIS) reporting and deadlines.
- Assist in the recruitment, hiring, orientation, retention, and evaluation of staff.
- Coordinate and monitor programs/services to ensure compliance with Federal and State law, state learning standards/extended standards, and oversees state and local testing requirements.
- Is regular and prompt in attendance.

- Serve as a member of the ESCMC administrative team.
- Serve as a liaison to social, professional, civic, volunteer, and community organizations at the direction of the superintendent or designee.

Other Duties and Responsibilities:

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

Required Training:

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

Affirmative Action

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

Attachment H



PROPOSAL

Corporate Health

DATE: MARCH 3, 2023

Hester Whitt, Manager, Business Operations
Summa Health Corporate Health
1860 State Road., Suite F
Cuyahoga Falls, Ohio 44223
330-940-5732
whith@summahealth.org

TO: April Johnson, CSNT
Medina County Educational Service Center
124 West Washington Street
Medina, OH 44256
330-723-6393 x-147
ajohnson@medinaesc.org

PAYMENT TERMS
30 Days

DESCRIPTION	PRICE
2023-2024 School Bus/Van Driver Physicals (T-8 Examination)	\$73.00
Includes: Review of history, physical examination, height, weight, blood pressure, pulse, visual acuity, color vision, peripheral vision, urine dipstick, hearing test, completion of forms	
Fees waived: Onsite fees, provider and staff wages, mileage to onsite events	\$0
TOTAL	\$73.00

Participating school districts:

Brunswick City Schools
Buckeye Local Schools
Cloverleaf Local Schools
Highland Local Schools

Medina County Board DD
Medina County Career Center
Medina County Schools' ESC
Wadsworth City Schools

We look forward to working with you!

Attachment I

PURCHASE SERVICES AGREEMENT

The Medina County ESC ("Board" or "District") and Carrie Wibble (hereinafter "Contractor") hereby enter into an agreement for the provision of services as an independent contractor as follows:

1. **ENGAGEMENT.** The Board engages Contractor as an independent contractor for the performance of certain services, namely:

- **Administering OELPA testing for identified students in Wellington, Black River, and Cloverleaf districts.**
- **Administering EL Screeners for identified students in Wellington, Black River, and Cloverleaf districts.**

2. **TERM.** This Agreement is effective as of 3/20/2023 and shall remain in full force and effect until 3/24/2023. Either Party may terminate this Agreement upon thirty (30) days prior written notice to the non-terminating Party.

3. **PAYMENT.** The Board will compensate Contractor in the amount of \$30.00 per hour for a maximum of 30 hours in an amount not to exceed \$900.00 (30 total hours) unless expressly permitted by the District through authorization by the Superintendent or designee. Said amount shall be paid monthly. Hours worked and reports must be submitted each Monday for review and payment processing. No mileage or other expenses will be paid. Contractor agrees to declare earnings for all tax purposes (local, state and federal) is the sole and exclusive responsibility of Contractor. Contractor agrees to provide the Board a written invoice which includes the consultation fee, days worked and hours worked, Monday through Friday and any applicable hours on weekends and shall include both phone consultation and the on-site performance of work.

4. **DUTIES.** Contractor shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in paragraph 1 above for the benefit of the Board. Contractor agrees that he shall render all services in a manner that does not discriminate on the basis of race, color, age, sex, religion, disability, and/or national origin. Contractor shall devote such time as may be reasonably required to perform Contractor's duties under this Agreement, but no more than the amount of time set forth in paragraph 3 above. The Contractor will maintain, for the duration of this Agreement, any certificate or license required by law to perform the services required by this Agreement.

5. **FACILITIES.** While this Agreement is in effect, the Board will provide access to Contractor District facilities as may be reasonably necessary to Contractor to perform the terms of this Agreement.

6. **INDEPENDENT CONTRACTOR.** In consideration of this Agreement, Contractor acknowledges, recognizes, and defines himself/herself as being an independent contract of the Board and not an employee of the Board. Any claims to employee status are hereby waived. The Board shall carry no Workers' Compensation insurance or any health or accident insurance to

cover Contractor (or Contractor's employees, if any). Contractor shall not be a participant in any fringe benefits of the Board, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. The Board shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security and other benefits for himself/herself. Contractor, as a sole proprietor, elects not to obtain or carry workers' compensation coverage for himself/herself. Contractor expressly agrees that he will not use or otherwise rely in any fashion or to any degree any employee or any subcontractor in connection with this engagement and/or his performance of services for the Board. Contractor shall determine the manner in which the work shall be performed and shall determine the specific procedures to be performed to render the services requested by the Board. Contractor shall exercise independent professional judgment in the rendering of services for the Board.

7. **RISK.** Contractor shall perform work under this Agreement at Contractor's own risk. Contractor shall indemnify and hold harmless the Board from any claim, demand, loss, liability or damage which may be suffered by the Board as a consequence of Contractor's actions or omissions.

8. **DISCLOSURE OF INFORMATION.** Contractor shall not disclose or appropriate to her own use, or to the use of any third party, at any time during or subsequent to the term of this Agreement, any secret or confidential information of the Board of which Contractor becomes informed during Contractor's relationship with the Board, whether or not developed by Contractor, including, but not limited to, personally identifiable student information.

9. **ENTIRE AGREEMENT AND RELEASES.** This Agreement contains the entire agreement of the Parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the Parties. Each of the Parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and Contractor that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.

10. **AMENDMENT.** This Agreement may be modified or amended if the amendment is in writing and signed by both parties.

11. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

12. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel compliance with every provision of this Agreement.

13. **APPLICABLE LAW.** This Agreement shall be governed and construed in accordance with Ohio Law.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates shown below:

INDEPENDENT CONTRACTOR:

By: DocuSigned by:
Carrie Wild
805609222BB44C8
Contractor

MEDINA COUNTY ESC:

By: DocuSigned by:
Robert A. Hasko
5DAE9928647C431
Board President/Designee

Date above signed: 3/17/2023

Date above signed: 3/17/2023

Attachment J

The Educational Service Center of Medina County
2023-2024
Service Costs

In-Person Alternative Education Programs

Rise Academy

\$385/day*

*Potentially reduced to \$325.00 with Extended Learning Grant

Virtual Alternative Education Programs

Summer/Online Anytime

\$750 student/month*

\$350 single course

\$225 half course

* Access to entire course catalog

Attachment K



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type☐

New

☒

Amendment

Terms of Assurance

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

Between

The Educational Service Center of Medina County

and

Brunswick City School District

	<u>Service to be performed</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Add	RN	26.5	\$41.00	\$1,086.50
Add	RN	40	\$20.50	\$820.00
Add	RN Diabetics/Parent Mtg.	5	\$41.00	\$205.00
Add	RN Supervision	1	\$63.00	\$63.00

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

3/6/2023

E567581AC57D4A0

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

2/28/2023

5BAE3028CA7C431

Superintendent

Date

For the Brunswick City School District

Treasurer

Date

DocuSigned by:

Jason Medermeyer

3/5/2023

D5C0794D5E8E427

Superintendent

Date

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

Attachment L



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	ESY Nursing	105	\$41.00	\$4,305.00

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

3/6/2023

E567581AC57D4A0

Treasurer Date

DocuSigned by:

Robert A. Hlasko

2/28/2023

5BAE3028C47C431

Superintendent Date

For the Brunswick City School District

Treasurer Date

DocuSigned by:

Jason Medermeyer

3/5/2023

D5C0794D5E8E427

Superintendent Date

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

Attachment M



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type
☐

New

☒

Amendment - MCA D.C. Trip

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

Medina City School District

	<u>Service to be performed</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Add	RN	25	\$41.00	\$1,025.00
Add	RN	37	\$20.50	\$758.50
Add	RN Supervision	1	\$63.00	\$63.00

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 Medina 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:

Robert A. Hlasko

2/28/2023

5BAE3028C47C431

Treasurer

Date

DocuSigned by:

Matthew Gregory

3/6/2023

F567581AC57D4A0

Superintendent

Date

For the Medina City School District

DocuSigned by:

David Chambers

3/3/2023

B9CBB5168062435

Treasurer

Date

DocuSigned by:

Laron Sable

3/1/2023

78C8D3D8262C47D

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

LLA Therapy

	<u>Service to be performed</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Add	ESY Nursing	252	\$41.00	\$10,332.00
Add	Director Of Nursing Services	6	\$63.00	\$378.00

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 LLA Therapy 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

3/6/2023

E567581A657D4A8...

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

2/28/2023

5BAE3628C47C431...

Superintendent

Date

For the LLA Therapy

DocuSigned by:

Matthew Hagg

3/7/2023

B9AFD11DAD91458...

Representative

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

Medina County District Library

Service to be performedRate

Add

Executive Search

\$4,000.00

The Medina County District Library will be billed in full upon completion of the service and agrees to pay the Educational Service Center of Medina County the contract amount listed above for the service specified in this agreement.

For the Educational Service Center of Medina County

For the Medina County District Library

DocuSigned by:

Matthew Gregory

3/23/2023

E567581AC57D4A0

Treasurer

Date

DocuSigned by:

Robert A. Hlasko

3/23/2023

3BAE3026C47C431...

Superintendent

Date

Julianne Beal

3/23/2023

Director

Date

Attachment P

LEASE

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

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

ARTICLE 1. TERM

Term of Lease

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

Option to Extend Term

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

Holdover

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

Recording

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

ARTICLE 2. RENT

Fixed Rent

2.01. Lessee shall pay \$3,726.00 per program period (6/20/2023-7/27/2023), due the 1st of June 2023. This is for 21 days of program space, due to July 4th being a holiday and the building is closed. ESC will also not be utilizing the space on July 3rd.

Taxes and Assessments

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

ARTICLE 3. USE OF LEASED PREMISES

Description of Leased Premises

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

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

Permitted Use

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

Waste, Nuisance, or Illegal Uses

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

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

Lessee shall not allow any smoking on the Leased Premises.

Quiet Enjoyment

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

ARTICLE 4. REPAIRS AND MAINTENANCE

Repairs and Maintenance by Lessee

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

ARTICLE 5. UTILITIES AND GARBAGE REMOVAL

Utility Charges

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

Lawn Care

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

Snow Removal

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

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

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

Property of Lessor

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

Compliance with law

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

ARTICLE 7. TRADE FIXTURES AND SIGNS

Trade Fixtures

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

ARTICLE 8. MECHANIC'S LIENS

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

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

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

ARTICLE 10. DAMAGE OR DESTRUCTION OF LEASED PREMISES

Notice to Lessor

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

Total Destruction

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

Partial Destruction

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

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

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

ARTICLE 11. CONDEMNATION

Total Condemnation

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

Partial Condemnation

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

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

Condemnation Award

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

ARTICLE 12. DEFAULT

Default by Lessee

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

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

Lessor's Lien

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

Default by Lessor

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

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

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

Cumulative Remedies

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

Waiver of Breach

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

ARTICLE 13. INSPECTION BY LESSOR

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

ARTICLE 14. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

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

Assignment by Lessor

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

ARTICLE 15. MISCELLANEOUS

Notices and Addresses

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

Lessor:

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

Lessee:

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

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

Parties Bound

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

Ohio Law to Apply

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

Legal Construction

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

Prior Leases Superseded

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

Amendment

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

Force Majeure

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

Time of Essence

15.08. Time is of the essence in this Lease.

Bankruptcy, dissolution, assignment for the benefit of creditors

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

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

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

DocuSigned by:
BY: Stacey Maleckar 2/22/2023
2F5D788AD67349F
Stacey Maleckar, Superintendent

EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY

DocuSigned by:
BY: Robert A. Hlasko 2/27/2023
5BAE3028C17C431
Robert Hlasko, Superintendent

LEASE APPENDIX A

Additional Lessee and Lessor responsibilities:

Lessor (MCBDD) shall:

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

Lessee (ESCMC) shall:

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



**Professional Services
&
Imaging Software**

**Proposal
For
ESC of Medina County**



To: ESC of Medina County
124 W. Washington St.
Medina, OH 44256
Attention: Matthew Gregory

Thank you for your continued interest in SC Strategic Solutions (SCSS) and its solutions. When we get involved with a client, we look at their business model to determine if our solutions can make a positive contribution to the success of organization. We work hard to understand your processes, system requirements, and the overall goals of the district. This has been the way our services have operated for over 15 years and continues to be true today.

Our comprehensive scanning services and software have helped file room's nationwide experience better allocation of space, decreased costs and improved overall productivity. SCSS has aided its client partners in improving control of the flow of their vital information. Since its inception, SCSS has been committed to providing products and services of superior quality and value aimed at improving the way districts operate. Based on our initial conversations and participation to date, along with our recent site visits, we believe that our services will:

- Free storage and retrieval of all on-site documents
- Reduce and/or eliminate internal space constraints
- Reduce document retrieval and filing in the departments
- Easily integrate with current workflow
- Improve the audit and reporting process related to annual or monthly audits
- Provide the on-going ability to grow and expand in an easy and efficient manner as volume increases in terms of images and changes occurring at the district

Additional important considerations in the selection of a document imaging vendor that differentiates SCSS solutions from other potential offerings:

- Support before, during and after project implementation
- Thorough understanding of federal and state guidelines (ORC, Ohio Historical Society)
- Highest level of security (including FERPA, HIPAA)
- CDIA+ (Certified Document Imaging Architect) Certified staff
- Company's proven history and track record
- All inclusive price, with no hidden/variable fees (this allows the district to protect itself against inflated fees that it has no control over such as hourly prep or indexing charges by the character or line)
- Insured to 2 million dollars
- 3 locations to better serve you
- Meets all government and industry standards

Sincerely,

Mark Dachille

Business Development Manager
SC Strategic Solutions

Comprehensive Scanning Services

Digital Scanning – Once your documents are at SC Strategic Solutions, we will scan them in a timely, secure and professional environment. We use industry standard TIFF and PDF file formats or can adapt to whatever format(s) you currently utilize. In other words, the transition to SC Strategic Solutions will be simple and “painless”.

While we have your files, we will retrieve any information you need and offer same day service of your request (24/7). And we keep back-up copies of your data (indefinitely) at no cost to you.

Record Capture

- SCSS will remove and box all records from client on a customer determined schedule.
- The records will then be broken down, scanned and indexed to client specifications.
- All scanned records will be stored for 4 months after scanning at no cost; following this time period records can be returned upon request or stored for an additional length of time at a nominal cost.
- All images will automatically be uploaded to **SCView** for retrieval by authorized users.

Record Retrieval

- While records are off-site, we offer prioritized scanning at no charge.
- All record requests will be delivered at no charge 24/7.
- All records will be accessible and searchable by authorized persons or positions.

Document Services Provided

- SCSS provides for transportation of all documents to our scanning facility.
- Records are scanned on high speed production scanners for high quality images.
- Scanning verification and quality assurance will be performed to ensure image quality, image orientation and indexing schemes.
- All documents will be prepped for scanning which includes removing the documents from any binding, removing all staples, repairing tears and separating any shingled or shadow documents.
- All records will be scanned in a non-proprietary TIFF format.

Other items that are provided at **NO COST**:

- Cost to pick up files and deliver media
- Cost of boxes and time to box
- Cost of Indexing and prep (4 index fields)
- Cost for storage before and after processing
- Cost for retrievals 24/7
- Cost for disaster recovery
- Cost for certified document destruction or document return

Fee Structure – Exhibit A

Services

Comprehensive scanning fee	\$0.07 per image
Web hosting	\$0.01 per image (one-time fee)
OCR full text search	\$0.01 per image (optional)

Storage

Box storage	\$0.30 per box per month
Requests	\$3.00 per request
Box ingestion/Exit	\$3.00 per box
Shredding	\$0.20 per pound
Records Assessment Audit	\$TBD

Proposed Scanning Project Tasks

SCSS will provide off-site imaging services to scan (digitize) records. All identified documents for each type (listed below) are included for the purpose of scanning and indexing into the SCView Imaging System. Cost breakdown per document type provided below.

Project Costs

Comprehensive Scanning Services	\$0.07 per Image*
Web Hosting & Import	\$0.01 per Image*
Shredding Services (for files not scanned)	\$0.30 per lb. (Optional)
Training & Support	Included

Estimated Project Scanning Cost ~ \$62,501 (based on below measurement)

Estimated Shredding Cost ~ \$1,439

Total Estimated Project Cost ~ \$63,940

Medina County ESC Measurement
Matt's Office

Type	inches	PPI	Total Images	Scan Cost Per Page	Upload Cost per page	Total Cost Est.
3 ea 15" Boxes - Misc.	45	215	9,675	0.07	0.01	\$ 774.00
Estimate			9,675			\$ 774.00

Term Employees/ Payroll - Main Treasurer's Office

Type	Inches/ Boxes	PPI	Total Images	Scan Cost Per Page	Upload Cost per page	Total Cost Est.
33" Drawer	33	215	7,095	0.07	0.01	\$ 567.60
Payroll - FY21	34	220	7,480	0.07	0.01	\$ 598.40
Add Term Employees - 11 ea 24" Filing Cabinet Drawers plus 15" box	279	215	59,985	0.07	0.01	\$ 4,798.80
Estimate			74,560			\$ 5,964.80

Room off Treasurer's Office

Type	Inches/ Rolls	PPI/ Images per Roll	Total Images	Scan Cost Per Page / Card	Upload Cost per page	Total Cost Est.
1 ea 15" Box Special Ed Files	15	215	3,225	0.07	0.01	\$ 258.00
34 ea 15" Boxes (Payroll)	510	215	109,650	0.07	0.01	\$ 8,772.00
Estimate			112,875			\$ 9,030.00

Transportation

Type	Inches	Cards per inch	Total Images	Scan Cost Per Page / Card	Upload Cost per page	Total Cost Est.
7 ea 15" boxes	105	215	22,575	0.07	0.01	\$ 1,806.00
15 ea 24" Filing Cabinet Drawers	360	215	77,400	0.07	0.01	\$ 6,192.00
Estimate			99,975			\$ 7,998.00

File Room - Teachers (Retired, Current, and Subs)

Type	Inches	Cards per inch	Total Images	Scan Cost Per Page / Card	Upload Cost per page	Total Cost Est.
58 ea 26" Filing Cabinet Drawers	1508	215	324,220	0.07	0.01	\$ 25,937.60
Estimate			324,220			\$ 25,937.60

Small Room Near Offices

Type	Inches	Cards per inch	Total Images	Scan Cost Per Page / Card	Upload Cost per page	Total Cost Est.
1.5 ea 26" Filing Cabinet Drawers (Trainings)	39	215	8,385	0.07	0.01	\$ 670.80
3 ea 15" Boxes	45	215	9,675	0.07	0.01	\$ 774.00
1 ea 15" Box (Orientations)	15	215	3,225	0.07	0.01	\$ 258.00
2 ea 15" Box (FBI Background Release Forms)	30	215	6,450	0.07	0.01	\$ 516.00
10 ea 15" Box (Home Schooling, Dead Files - Buckeye and Highland)	15	215	3,225	0.07	0.01	\$ 258.00
Estimate			30,960			\$ 2,476.80

Cage Room - Basement

Type	Inches	Cards per inch	Total Images	Scan Cost Per Page / Card	Upload Cost per page	Total Cost Est.
24 ea 15" Boxes (Old Teacher Files)	360	215	77,400	0.07	0.01	\$ 6,192.00
12 ea 15" Boxes (Treasurer Files - Vouchers 2015-2017)	180	215	38,700	0.07	0.01	\$ 3,096.00
4 ea 15" Boxes (Old Brunswick Sub Files)	60	215	12,900	0.07	0.01	\$ 1,032.00
Estimate			129,000			\$ 10,320.00

Totals 781,265 \$ 62,501.20

SHREDDING

Cage Room - Shred

Type	Number of Boxes	Weight per box	Total Weight	Cost per lb.	Upload Cost per page	Total Cost Est.
35 ea 15" Boxes	35	35	1,225	0.3	N/A	\$ 367.50
Estimate			1,225			\$ 367.50

Dungeon Room Shred

Type	Number of Boxes	Weight per box	Total Weight	Scan Cost Per Page / Card	Upload Cost per page	Total Cost Est.
102 ea 15" Boxes	102	35	3,570	0.3	N/A	\$ 1,071.00
Estimate			3,570			\$ 1,071.00

Totals 4,795 \$ 1,438.50

Note: It is our understanding that these volumes were calculated based upon accurate statistical data available to the district and as evaluated by SC Strategic Solutions' staff to the best of their ability. We make no assertion as to the actual number of images to be scanned and indexed. Final and actual invoicing will be contingent upon the actual work volumes processed in each category.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is effective as of the Effective Date between SC Strategic Solutions, LLC, ("SCSS"), and

Name ("Customer"): ESC of Medina County

Street Address: 124 W. Washington St.

City, State, Zip: Medina, OH 44256

Effective Date : _____

Option: Scanning Services

- 1. Software and Services.** Customer agrees to purchase from SCSS the entire source document imaging requirements, services and software as outlined in the Statement of Work.
- 2. Payments and Pricing.** As full compensation for the Services performed by SCSS hereunder, Customer shall pay fees and expenses in accordance with the pricing schedule set forth as Exhibit A attached hereto and made a part hereof. Customer shall pay amounts within thirty (30) days following receipt of invoice. SCSS may not raise software costs (after purchase) by more than 4.95% in any given year. Any other alteration requires written notice by SCSS to the Customer.
- 3. Term and Termination.** This agreement will remain in effect for an initial term of 3 year(s) from the acceptance date set forth above. Following the end of the initial term, this agreement will be automatically renewed for successive periods unless notice of termination is given by either party to the other party - not less than ninety days prior the cancellation date.
- 4. Confidentiality.** Parties agree that, Confidential Information shall be maintained in strict confidence; shall be used only for purposes of this Agreement; and that no Confidential Information shall be disclosed by the recipient party, its agents or employees without the prior written consent of the other party.
- 5. Property Rights.** For purposes of obtaining the benefit of the Services only, SCSS grants to Customer a non-exclusive, non-transferable license to use the related software for internal purposes only. Customer shall not modify, decompile, disassemble, reverse engineer or attempt to reconstruct, reconfigure or develop derivative works based upon any of the computer hardware, equipment or software utilized by SCSS.
- 6. Limitation of Liability.** In the event SCSS or the Customer becomes liable for any matter arising out of or in any way relating to this Agreement, whether based on an action or claim in contract, tort, or otherwise, the amount of damages recoverable against SCSS or Customer, shall not exceed the amount paid by one part to the other for the specific services provided giving rise to the claims.
- 6. Exculpation.** SCSS shall not be responsible for misfiled documents within the records provided for scanning, nor for any inaccurate or incorrect information contained in records received from Customer.
- 7. Force Majeure.** Neither party shall be liable or deemed in default for failure to perform any duty or obligation that such party may have under this Agreement where such failure has been caused by any act of God, fire, strike, inevitable accidents, war, terrorism, or any other cause outside the reasonable control of that party, and occurring without its fault or negligence.

SC Strategic Solutions

Customer: ESC of Medina County

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____