

EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY
Regular Meeting of January 5, 2022
124 West Washington St, Medina OH 44256

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

ADMINISTRATION OF OATH OF OFFICE TO NEWLY ELECTED BOARD MEMBERS, KEVIN CONSIGLIO, DENNIS MATSON AND ZACHARY RAVANELLI BY TREASURER MATTHEW GREGORY. (Attachments A, B and C)

ROLL CALL

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

22-01-01 Motion by Dr. Clarke and seconded by Mrs. Weglewski to approve the minutes of the December 10, 2021 regular board meeting as presented.

VOTE: Mr. Kollar, yes; Dr. Clarke, yes; Mrs. Weglewski, yes.

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.

ACTION ITEMS

22-01-02 Motion by Dr. Clarke and seconded by Mr. Ravanelli to approve entering into a contract with Bricker & Eckler LLP, for legal services and legal hotline, on an "as-needed" basis. (Attachment D)

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

WORK SESSION

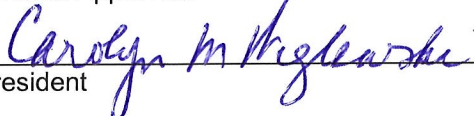
Governing Board training with The John Thomas Educational Consulting Group.

ADJOURNMENT

Motion by Mrs. Weglewski and seconded by Dr. Clarke to adjourn the meeting at 8:55 p.m.

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

Minutes Approved:



President



Treasurer

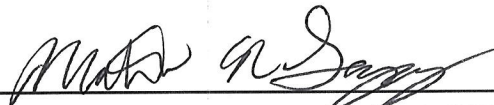
**OATH OF OFFICE
EDUCATIONAL SERVICE CENTER OF MEDINA
COUNTY GOVERNING BOARD**

I, KEVIN CONSIGLIO, DO HEREBY SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE CONSTITUTION OF THE STATE OF OHIO AND THAT I WILL PERFORM FAITHFULLY TO THE BEST OF MY ABILITY THE DUTIES OF GOVERNING BOARD MEMBER OF THE EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY, OHIO, SO HELP ME GOD.

A handwritten signature in blue ink, appearing to read "Kevin Consiglio", is written over a horizontal line.

MEMBER

SWORN TO BEFORE ME ON THE 5th DAY OF JANUARY, OF THE YEAR 2022, AT MEDINA, MEDINA COUNTY, OHIO.

A handwritten signature in black ink, appearing to read "Mark A. Sapp", is written over a horizontal line.

SWEARING-IN OFFICER

**OATH OF OFFICE
EDUCATIONAL SERVICE CENTER OF MEDINA
COUNTY GOVERNING BOARD**

I, DENNIS MATSON, DO HEREBY SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE CONSTITUTION OF THE STATE OF OHIO AND THAT I WILL PERFORM FAITHFULLY TO THE BEST OF MY ABILITY THE DUTIES OF GOVERNING BOARD MEMBER OF THE EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY, OHIO, SO HELP ME GOD.



MEMBER

SWORN TO BEFORE ME ON THE 5th DAY OF JANUARY, OF THE YEAR 2022, AT MEDINA, MEDINA COUNTY, OHIO.



SWEARING-IN OFFICER

**OATH OF OFFICE
EDUCATIONAL SERVICE CENTER OF MEDINA
COUNTY GOVERNING BOARD**

I, ZACHARY RAVANELLI, DO HEREBY SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND THE CONSTITUTION OF THE STATE OF OHIO AND THAT I WILL PERFORM FAITHFULLY TO THE BEST OF MY ABILITY THE DUTIES OF GOVERNING BOARD MEMBER OF THE EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY, OHIO, SO HELP ME GOD.



MEMBER

SWORN TO BEFORE ME ON THE 5th DAY OF JANUARY, OF THE YEAR 2022, AT MEDINA, MEDINA COUNTY, OHIO.



SWEARING-IN OFFICER



Bricker & Eckler LLP
100 South Third Street
Columbus, OH 43215
Office: 614.227.2300
www.bricker.com

Attachment D
Nicole M. Donovsky
Direct Dial: 614.227.4866
ndonovsky@bricker.com

January 3, 2022

Medina County Educational Service Center
Attn: Robert Hlasko, Superintendent
124 W. Washington Street
Medina, Ohio 44256

Re: Legal Representation – General Education Matters

Dear Mr. Hlasko:

We are pleased that Bricker & Eckler has been asked to represent the Medina County Educational Service Center with respect to general education matters. The purpose of our letter today is to set forth the nature of our engagement and the terms and conditions of our representation of the ESC in these matters.

We understand that our responsibility in representing the ESC will be to handle the matters being referred to us by this engagement, as described above. If the ESC wishes to retain our firm for services on terms different from those discussed in this letter, we will prepare an additional letter similar to this one. Absent any other special arrangements, all work done by us will be on the terms and conditions set forth in this letter. Either of us may terminate the engagement at any time, subject on our part to our right to be compensated for services already rendered and the applicable rules of professional conduct.

We understand that Medina County Educational Service Center is our client for purposes of this engagement, and not any individual officers, administrators, or employees of the ESC. We will, however, be looking to each of you, and others designated by you as our primary contact(s) for purposes of communication. Likewise, I will have primary responsibility within our firm for representation of the ESC on this matter, and will serve as a primary contact for purposes of communication. We will nevertheless represent the ESC as a firm and will retain the discretion to assign portions of this engagement to those attorneys best able to handle the particular aspects of the representation. We also understand that you have other attorney contacts within the firm, and you may contact those attorneys directly as appropriate. As our client, we will expect the ESC to cooperate with us in our representation and to disclose any facts and documents that may be relevant to our representation or that we may otherwise request, as necessary.

As you know, our firm represents many other public entities, businesses, corporations, and individuals. In undertaking any representation of a client, we perform a formal conflicts check within our office. Based upon our discussions and upon our formal conflicts check, we have found no apparent conflicts with respect to representation of the ESC. That said, if at any time during

our representation we become aware of a conflict or determine that the representation of the ESC would conflict with our previous representation or relationship with other clients, we will discuss the situation with you.

We will bill you for our services and disbursements at the standard rates charged by the firm practice group to which I belong, which is the Education Practice Group. The hourly rates for the Education Practice Group currently range from \$235 to \$305 per hour, depending upon the particular attorney's experience. Please note that hourly rates are subject to change with or without advance notification. Further, when a legal matter involves areas of the law outside the expertise of the Education Practice Group, we may involve attorneys from other practice groups in our firm (such as construction, litigation, intellectual property, tax, etc.) to assist. Attorneys in these other practice groups may have hourly rates that are higher or lower than the hourly rates of our education law attorneys.

We render our statements on a monthly basis, as we find that most clients appreciate receiving a statement every month. The statements include disbursements incurred on your behalf, such as delivery charges, filing fees, travel expenses, as well as other extraordinary costs incurred in the performance of our services. If it becomes necessary to process a large number of documents or emails for a particular case, we may elect to use Relativity, our "e-discovery" database software, to assist with the collection, maintenance, and analysis of those records. If we believe this would be helpful on a particular case, we will consult with you prior to use. We will bill you for electronically stored information collected and/or maintained in Relativity or similar software during the course of the engagement. The fee structure is (1) 25 GB or less is \$250/month fee; (2) 26 GB to 50 GB is a \$500/month fee.

Payment is due upon receipt of our statements for services. We reserve the right to terminate our representation at any time if payment is not received within 30 days of the date of a statement, and you agree not to contest our withdrawal from any court or administrative proceeding if payment has not been received by us within 30 days of the date of a statement.

We will retain all financial records relating to this engagement for at least seven (7) years after the disbursement of any funds, or the conclusion of the engagement covered by this letter, whichever occurs first. Records, both financial and non-financial, will be retained by us beyond such seven (7)-year period if necessary to preserve and protect rights having a significant or indefinite duration. All documents or other property which you convey to us during the course of this engagement will be appropriately safeguarded. At the conclusion of our engagement, we may elect to dispose of records which may be properly disposed of under the applicable laws and rules of professional conduct. Upon request, we will give you the opportunity to obtain, store, and/or record such records at your own expense.

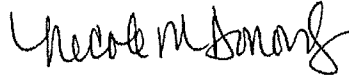
If the terms of this representation are agreeable to you, please sign the enclosed copy of this letter and return it to me. We want to emphasize that your signature on this engagement letter

is for acknowledgement purposes only, and does not create an obligation to utilize our services, which will be provided on an as-requested basis only.

Again, we would like to express our appreciation for your selection of Bricker & Eckler to represent the interests of Medina County Educational Service Center on general education law matters. We look forward to serving you. Please call us if you have any questions.

Very truly yours,

BRICKER & ECKLER LLP



By: _____
Nicole M. Donovan

TERMS ACKNOWLEDGED:

Medina County Educational Service Center

By: _____
Superintendent Date

Exhibit A
Standard Terms of Representation

Professional Fees. Generally, the principal basis for computing our charges for services rendered by our attorneys and paralegals are based on the time devoted to work on a particular legal matter multiplied by hourly rates for each professional performing such services.

The Firm charges for all time devoted to legal matters, including the following examples: meetings and telephone conferences with clients and others relevant to the case or transaction; legal research, drafting, reviewing and commenting on documents; correspondence; interviewing or deposing witnesses; travel time; discussions among attorneys in our office involved in the matter; hearings and trials; answering requests for information from third parties.

Retention and Disposition of Documents. When our representation of you in this or any particular matter terminates, we may ask you if you desire your papers and property returned to you. If you do not respond requesting the return of your papers and property, you agree we may upon reasonable notice dispose of such papers and property. Our own files pertaining to the matter will be retained by the Firm. These Firm files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. All such documents retained by the Firm may be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Expenses/Disbursements. In addition to charges for professional services as described above, the Firm also bills for expenses incurred on our client's behalf. These expenses may include but are not limited to the following examples: duplication and binding of documents; messengers, couriers and postal services; secretarial overtime, word processing and other special staffing requirements; and travel expenses including, where appropriate, meals, transportation, lodging and other business expenses.

In addition, our services frequently require engaging the services of third parties on our client's behalf. Generally, clients are asked to pay such third parties directly. Where small amounts are involved, the Firm may advance payments to third parties and include them in its periodic bills. These disbursements may include the following examples: state agency filing fees; outside duplication of documents; fees for commencing lawsuits and service of process; deposition and court stenographer fees; expert witness and consultant fees; real estate recording fees and taxes; Uniform Commercial Code search fees; and, in general, any fees or charges the Firm pays to governmental or quasi-governmental agencies on behalf of its clients.

Subject to the forgoing, it will be your responsibility to pay as billed for disbursements made on your behalf as indicated below:

Filing Fees. We will bill you the charges incurred by the Firm.

Travel Expenses. We will bill travel expenses at our cost without markup.

Express Delivery Services (FedEx, etc.). We will bill you for our actual out of cost expenses.

Local Delivery or Local Filing Services. Local delivery services will be billed to you at our cost without markup.

Court Reporters, Expert Witnesses, Accountant, etc. We will bill you at our cost without markup.

Electronically Stored Information (ESI). We will bill you for electronically stored information (ESI) collected and/or maintained during the course of engagement for litigation, public records requests or case analysis purposes.

The fee structure will be:

1. 25 GB or less is \$250 month
2. 26 GB to 50 GB is \$500 month

Post-Engagement Matters. You are engaging the Firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the Firm has no continuing obligation to advise you with respect to future legal developments.

Insurance Coverage. You may have commercial general liability or other insurance coverage which may provide some reimbursement for the legal fees associated with our engagement. We urge you to contact your insurer or broker to determine the nature and extent of the applicable coverage, if any. It is the client's responsibility to pay the Firm for services rendered and to obtain reimbursement from the insurer.

Secure Encryption of Records. It is our policy not to post documents to a public cloud and/or shared file system. In order to protect your data, we will deliver all material to you in an encrypted manner. You agree to the encryption of these documents to maintain their security and confidentiality.