

EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY
Regular Meeting of March 28, 2022
263 Center Street Seville, Ohio

CALL TO ORDER

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

ROLL CALL

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

Mr. Ravanelli joined the meeting at 6:03 p.m.

22-03-34 Motion by Dr. Clarke and seconded by Mr. Consiglio to approve the minutes of the February 22 regular board meeting as presented.

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

RECOGNITION OF VISITORS- Michael Redfern and April Johnson

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 – Transportation Department – Michael Redfern and April Johnson

TREASURER'S REPORT – Treasurer Gregory

- A. Receivables/Appropriations – March 28, 2022
- B. Fund Statement –February 2022
- C. Reconciliation – February 2022
- D. Investment Review – February 2022
- E. List of Bills Paid – February 2022
- F. Next Governing Board Meeting – April 25, 2022 at 6:00 p.m.

SUPERINTENDENT'S REPORT

- A. Meetings Attended
- B. RFQ

BOARD MEMBERS' REPORTS

- A. Legislative Liaison – Mrs. Weglewski updated on the legislator working on completing map redistricting.
- B. Student Achievement Liaison – Mr. Ravanelli updated the board on the applications submitted for college scholarships.
- C. Policy Committee – Mr. Matson and Mrs. Weglewski will be setting a date to hold the first policy meeting of 2022.
- D. Business Advisory Council – Dr. Clarke gave an update on the business councils' goal of linking High Schools and Businesses. The council is continually striving to make the transition from High School to workforce an easier one for the future employees and employers.

PERSONNEL ITEMS

Motion by Mr. Matson and seconded by Dr. Clarke to approve resolution numbers 22-03-35, 22-03-36 22-03-37, and 22-03-38.

CONTINUING OLD BUSINESS AND SUPERINTENDENT'S RECOMMENDATIONS

22-03-35 Adoption of the substitute list addendum for the 2021-2022 school year. (Attachment A)

NEW BUSINESS AND SUPERINTENDENT'S RECOMMENDATIONS

22-03-36 Employ the following classified staff members for the 2021-2022 school year:

1. Laura Anderson, Behavior Technician, at a pay rate of \$20.00 per hour, estimated 435 hours (estimated 58 days 7.5 hours per day), effective March 16, 2022.

22-03-37 Approve the following changes to employment/contract status for the 2021-2022 school year:
Christopher Maher, Technology Technician, increase pay rate from \$18.00 per hour to \$19.19 per hour, effective February 28, 2022.

22-03-38 Accept the following resignations:

1. Karine Baxter, RN Substitute, effective January 13, 2022.
2. Dana Cullen, Educational Aide, effective March 18, 2022.
3. Theresa Koons, Transition Specialist, effective May 31, 2022 (retirement)
4. Brenda Williams, Educational Aide, effective March 16, 2022.

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

ACTION ITEMS

22-03-39 Motion by Mr. Matson and seconded by Mr. Ravanelli to approve additional pay for Justine Fechko for period subbing at Wadsworth. The amounts will be \$27.66 and \$45.00 for November 16, 2021 and February 22, 2022. (Attachment B)

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

22-03-40 Motion by Mrs. Weglewski and seconded by Mr. Matson to approve a letter of engagement with Rea & Associates to prepare the annual basic financial statements for the fiscal years ending June 30, 2022 and June 30, 2023. (Attachment C)

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

22-03-41 Motion by Mr. Matson and seconded by Mr. Consiglio to approve annual membership with the Ohio School Boards Association for calendar year 2022. (Attachment D)

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

22-03-42 Motion by Mr. Matson and seconded by Mrs. Weglewski to approve ISP agreement with NEOnet for 100mbit annual service from July 1, 2022 to June 30, 2027. (Attachment E)

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

22-03-43 Motion by Mrs. Weglewski and seconded by Mr. Consiglio to approve a 5-year lease agreement with Pitney Bowes starting November 9, 2022. (Attachment F)

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

22-03-44 Motion by Dr. Clarke and seconded by Mr. Matson to accept the donation the following donation.

Gary Hedrick Delmar Graff Scholarship \$300.00

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

22-03-45 Motion by Dr. Clarke and seconded by Mr. Matson to approve the following 2021-2022 Service Agreement Amendments (ORC 3313.843 and 3313.845)

- | | |
|----------------|--|
| 1. Black River | Remove LPN/Add RN (Attachment G) |
| 2. Brunswick | Remove Special Education Aide (Attachment H) |
| 3. Highland | Reading Specialist (Attachment I) |
| 4. Highland | Medina County Virtual Academy (Attachment J) |
| 5. Mogadore | Camp Nuhop (Attachment K) |
| 6. Wadsworth | Reading Specialist (Attachment L) |

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

22-03-46 Motion by Mr. Consiglio and seconded by Mr. Matson to approve the following 2021-2022 Service Agreements (ORC 3313.843 and 3313.845)

1. NEOnet Treasurer Services (Attachment M)

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

22-03-47 Motion by Dr. Clarke and seconded by Mr. Ravanelli to approve the 2022-2023 Bus/Van Driver Physical Proposal from Summa Health, in the amount of \$60.00 per physical. (Attachment N)

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

22-03-48 Motion by Mr. Matson and seconded by Mr. Consiglio to add resolution 22-03-49 to our agenda.

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

22-03-49 Motion by Dr. Clarke and seconded by Mr. Matson to authorize the Superintendent and Treasurer to work with legal counsel and to prepare an RFQ and legal advertisement for the Project, to convene an evaluation committee to evaluate qualifications received based on the criteria in the RFQ, to take any other actions allowed by Ohio law to identify and select a design professional for recommendation to the Board and to present that recommendation to the Board along with the architect's cost proposal for approval by the Board.

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

EXECUTIVE SESSION

Motion by Mr. Matson and seconded by Mr. Ravanelli to move into Executive Session at 7:55 p.m. for the purpose of:

Considering the employment of a public employee or official.

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

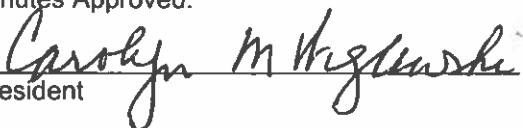
President Weglewski declared the Board out of executive session at 8:55 p.m.

ADJOURNMENT

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

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

Minutes Approved:



President



Treasurer

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

Attachment A

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

Substitute/Tutor Listing - All Districts

Both

Sara Anthony

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
1 Year Substitute Multi-Age P		Education Degree - Unlimited			PK-12	6/30/2022

Laura DelCastillo

Change Notes: 3/18: ADD Buckeye

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
1 Year Substitute Multi-Age P		General Substitute			PK-12	6/30/2022

Substitute

Thomas Bonezzi

Change Notes: MOVED

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
5 Year Long Term Sub License		Multi Age			P-12	6/30/2022
5 Year Long Term Sub License		Music			P-12	6/30/2022

Anna Brown

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
5 Year Substitute Multi-Age P		General Substitute			PK-12	6/30/2026

Substitute/Tutor Listing - All Districts

Michelle Carlson

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area		Grade	Expires	
5 Year Professional		Intervention Specialist		K-12	6/30/2026	
5 Year Professional		Mild/Moderate Needs		K-12	6/30/2026	
5 Year Professional		Principal		4-12	6/30/2026	

Jack Galloway

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area		Grade	Expires	
1 Year Substitute Multi-Age P		Integrated Social Studies		PK-12	6/30/2022	

Sarah Hlasko

Change Notes: Quit

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area		Grade	Expires	
5 Year Substitute Multi-Age P		Education Degree - Unlimited		PK-12	6/30/2026	

Christine Kasian

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area		Grade	Expires	
5 Year Substitute Multi-Age P		General Substitute		PK-12	6/30/2026	

Todd Maxwell

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area		Grade	Expires	
5 Year Substitute Multi-Age P		General Substitute		PK-12	6/30/2026	

Substitute/Tutor Listing - All Districts

Farrell McHugh

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
5 Year Substitute Multi-Age P		General Substitute			PK-12	6/30/2026

Lisa Pace

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
5 Year Substitute Multi-Age P		General Substitute			PK-12	6/30/2026

Emily Pamer

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
4 Year Resident Educator		Intervention Specialist			K-12	6/30/2025
4 Year Resident Educator		Mild/Moderate Needs			K-12	6/30/2025
4 Year Resident Educator		Early Childhood			P-3	6/30/2025

John Rhoads

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
5 Year Substitute Multi-Age P		General Substitute			PK-12	6/30/2026

Emily Rossi

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
4 Year Resident Educator		Integrated Language Arts			7-12	6/30/2025

Substitute/Tutor Listing - All Districts

Kenneth Yocum

Change Notes: 3/25: 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
1 Year Substitute Multi-Age P		General Substitute			PK-12	6/30/2022

Attachment B

Type of Service ☑ Covered during Planning

Justin Fedko-Sheehan Employee's Signature

Employee's Signature



Gregory, Matthew <mgregory@medinaesc.org>

Period Sub Rate

Beeman, Douglas <dbeeman@wadsworthschools.org>
To: "Gregory, Matthew" <mgregory@medinaesc.org>

Thu, Mar 3, 2022 at 10:42 AM

Matthew,

That is an interesting question. Our curriculum rate for 2021-22 is \$36.89 per hour and that is what we use to pay when a teacher period subs. However, effective after winter break we increased the period sub rate to \$60.00 per hour to help with the sub shortage issue we have going on and to reward our staff that was helping out doing this. The curriculum rate is still \$36.89 but the period sub rate increased. So if a staff has to stay after their contracted hours for an IEP meeting they are still paid 36.89. But if they give up their planning to sub in another class they get \$60.00.

We are using ESSER funds to pay the difference between the \$36.89 and the \$60.00

so if Justine period subbed it should be \$60.00

Douglas D. Beeman, Treasurer
Wadsworth City School District
524 Broad Street
Wadsworth, Ohio 44281



[Quoted text hidden]

CONFIDENTIALITY NOTICE: This message may contain confidential information, including, but not limited to, student personally identifiable information. Such information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, printing, distribution, or the taking of any action in reliance on the contents of the information contained herein is strictly prohibited. If you receive this e-mail message in error, please immediately notify me by telephone at 330-336-3571 to arrange for the return of the original document to me. Please also delete the message from your computer. Thank you.



March 14, 2022

Matthew Gregory, Treasurer/CFO
Educational Service Center of Medina County
124 W. Washington St.
Medina, OH 44256

Dear Mr. Gregory:

First and foremost I would like to thank you for the opportunity to submit to you and the Educational Service Center of Medina County, Ohio (ESC) a proposal to prepare the ESC's annual Basic Financial Statements. Based on our many years of experience in this industry, I would hope you would agree that Rea & Associates, Inc. can provide you with the most efficient and effective service in the industry.

The Objective and Scope of the Preparation of the Financial Statements

You have requested that we prepare the annual basic financial statements of the Educational Service Center of Medina County for the fiscal years ending June 30, 2022 and 2023 on a continuous basis. The financial statements will include the related notes to the financial statements and be accompanied by a management discussion and analysis and pension/OPEB related schedules, which are considered required supplemental information to the basic financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP). We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of the ESC by means of this letter.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with generally accepted accounting principles based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with generally accepted accounting principles. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARS:

1. The selection of generally accepted accounting principles as the financial reporting framework to be applied in the preparation of the financial statements;
2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. The prevention and detection of fraud;
4. To ensure that the entity complies with the laws and regulations applicable to its activities;
5. The accuracy and completeness of the records, documents, explanations and other information, including significant judgments, you provide to us for the engagement to prepare financial statements; and
6. To provide us with:
 - a. Documentation and other related information that is relevant to the preparation and presentation of the financial statements;
 - b. Additional information that may be requested for the purpose of the preparation of the financial statements; and
 - c. Unrestricted access to persons within the ESC with whom we determine it necessary to communicate.

Matthew Gregory, Treasurer will be responsible for overseeing such services, evaluating the adequacy and accepting the results of these services, and accept responsibility for the results of the services. Rea and Associates, Inc. will not perform management functions or make management decisions on behalf of the ESC. However, we will provide advice and recommendations to assist management of the ESC in performing its functions and making decisions.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Records and Assistance

If circumstances relating to the conditions of your records were to arise during the course of our work which in our professional judgment prevent us from completing the engagement, we will notify you promptly. In such a situation, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the ESC's books and records. The ESC will determine that all such data, if necessary, will be so reflected. Accordingly, the ESC will not expect us to maintain copies of such records in our possession.

Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from ESC personnel;
2. Timely responses to our inquiries;
3. Timely completion and delivery of client assistance requests;
4. Timely communication of all significant accounting and financial reporting matters; and
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then fees may increase. Our fees for the foregoing services will be based on the time we incur in performing these services, the degree of responsibility we assume, and the value of the services performed. We estimate the fee to be \$5,800 for the fiscal year ending June 30, 2022 and \$6,050 for the fiscal year ending June 30, 2023.

In addition, fees may be increased for events that are not able to be estimated such as:

1. Implementation of a new accounting system;
2. Implementation of any new Accounting Standards during any year of this agreement.

Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In the event we are requested or authorized by the ESC or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the ESC, the ESC will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The ESC agrees that it will not make reference to us in any public or private securities or debt offering.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management [or those charged with governance] and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Arrangement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Arrangement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Arrangement Letter will no longer apply. In order for us to recommence work, the execution of a new Arrangement Letter will be required.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list, in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

Information Security - Miscellaneous Terms

Rea & Associates, Inc. is committed to the safe and confidential treatment of Educational Service Center of Medina County proprietary information. Rea & Associates, Inc. is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. Educational Service Center of Medina County agrees that it will not provide Rea & Associates, Inc. with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of Educational Service Center of Medina County information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Rea & Associates, Inc. may terminate this relationship immediately in its sole discretion if Rea & Associates, Inc. determines that continued performance would result in a violation of law, regulatory requirements, applicable professional standards or Rea & Associates, Inc. client acceptance or retention standards.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Our Agreement

This letter constitutes the complete and exclusive statement of agreement between Rea & Associates, Inc. and the ESC, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed

from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and our respective responsibilities.

Rea & Associates, Inc.



Chad Welty, CPA
Principal, Rea & Associates, Inc

3/14/22

Date

Confirmed on behalf of Educational Service Center of Medina County:

Matthew Gregory, Treasurer/CFO

Date



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

Attachment D
Invoice No. **P3530**

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

1/1/2022

AMOUNT DUE

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

AMOUNT ENCLOSED

DUE DATE 1/31/2022

OSBA's tax identification number is 31-4414897

PO Number	DESCRIPTION	AMOUNT
	ANNUAL MEMBERSHIP DUES (Acct. 001-2310-841) January -- December 2022: Dues based on your district's ADM and cost per pupil data from the Ohio Department of Education for the 2019-2020 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. CHOOSE YOUR SUBSCRIPTION BELOW: (Please add any of the below subscription fees to your membership dues for the final invoice amount.)	\$3,113
<input 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.	\$150
<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



MSA# 048454-MSA-2232

MASTER SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

This Master Service Agreement (the "MSA" or "Agreement") by and between Northeast Ohio Network for Educational Technology ("NEOnet" or "Provider"), an Ohio ITC under Ohio Revised Code §3301.075 organized as a regional council of governments under ORC Chapter 167 and Medina County ESC ("Customer"), collectively referred to as the Parties, and is effective as of 07/01/2022, ("Effective Date")

In consideration of the promises and mutual covenants contained herein, and intending to be legally bound hereby, the Parties hereto agree that all applicable Services are provided according to the Definitions and General Terms and Conditions contained herein.

ARTICLE 1. DEFINITIONS

Agreement: The Master Services Agreement General Terms and Conditions, all Service Orders, RFPs and Proposals and any other documents, or other written sources incorporated or referenced therein that, together, are intended by the Parties to constitute the agreement between them.

Bandwidth Service Provider: Third party vendor sub-contracted by Provider to provide transport for contracted bandwidth.

Customer Demarcation Point: The physical location at which Provider terminates its equipment and makes the Services available for use by the Customer.

Effective Date: The date this Agreement and/or Amendments become binding and enforceable is upon execution by both authorized representatives of the Parties as evidenced by the signatures and date on the Agreement below and any subsequent Amendment. If executed on different dates, then the latter date of execution becomes the Effective Date.

Licensed Software: Computer software or code provided by Provider or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Provider Equipment: Any and all facilities, equipment or devices provided by Provider at the Service Location(s) that are used to deliver any of the Services including, but not limited to, third-party transport equipment, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside wiring within the Service Location(s) shall not be considered Provider Equipment.

Network: Consists of the Provider Equipment, facilities, cable associated with electronics and other equipment used to provide the Services.

Service or Services: WAN service with or without Internet, Internet access service, Managed Internal Broadband Services ("MIBS"), internal connections equipment, BMIC or other communications services provided by Provider to Customer and described more fully in each Service Order.

Service Order: An agreement between the Parties to provide the Services to Service Location(s) submitted by Customer to Provider that includes Terms and Service Charges in addition to this MSA.

ARTICLE 2. DELIVERY OF SERVICES

2.1 Service Orders. Customer shall execute and provide to Provider a Service Order to initiate Services to a Service Location(s), which will include scope, schedule and price. A Service Order shall become binding on the Parties when (i) it is specifically and explicitly accepted by Provider either by digital electronic signature or in writing by an authorized Provider representative, (ii) Provider begins providing the Services described in the Service Order or (iii) Provider begins Custom Installation for delivery of the Services described in the Service Order, whichever is earlier. When a Service Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. Customer, at no cost to Provider, shall secure and maintain all Site Access rights at all Service Location(s) for Provider to install and provide the Services. In addition, Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Provider Equipment used to provide the Services within the Service Location(s).

2.3 Service Start Date. Upon installation, connection, testing and acceptance of the necessary facilities and equipment to provide the Services, Provider shall provide electronic notification to Customer that the Services are available for use, which date of electronic notification shall be called the "Service Start Date." Any failure or refusal on the part of Customer to be ready to receive the Services on the Billing Date shall not relieve Customer of its obligation to pay applicable Service charges.

The Term of Services under the MSA commences upon the Service Start Date and not the Effective Date.

2.4 Provider Equipment and Procedures. Provider Equipment is and shall remain the property of Provider regardless of where installed and shall not be considered a fixture or an addition to the land or the Service Location(s). At any time, Provider may remove or change Provider Equipment, in its sole discretion, in connection with providing the Services. Customer shall not alter any Provider Equipment or permit others to do so and shall not use the Provider Equipment for any purpose other than that authorized by the Agreement. Customer is responsible for damage to, or loss of, Provider Equipment caused by its acts, omissions, fire, theft or other casualty unless caused by the gross negligence or willful misconduct of Provider. Customer agrees not to take any action that would directly or indirectly impair Provider's title to the Provider Equipment, or expose Provider to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Following Provider's discontinuance of the Services to the Service Location(s), Provider retains the right to remove the Provider Equipment at its own expense. To the extent Provider removes such Provider Equipment, it shall be responsible for returning the Service Location(s) to its prior condition, wear and tear excepted.

2.5 Customer-Owned Equipment ("CE"). Provider shall have no obligation to install, operate, or maintain CE. Customer alone shall be responsible for providing maintenance, repair, operation and replacement of the CE. All CE and wiring that Customer uses in connection with the Services must be fully compatible with the Services, as defined by Provider. Neither Provider nor its employees, Affiliates, agents, or contractors will be liable for any damage, loss or destruction to CE, unless caused by the gross negligence or willful misconduct of Provider. Customer shall be responsible for the payment of all charges for troubleshooting, maintenance or repairs attempted or performed by Provider's employees or authorized contractors when the difficulty or trouble report results from Customer-Owned Equipment.

2.6 Protection from Internet Vulnerabilities. Customer understands and agrees that use of the Service provides no protection from vulnerabilities of the Internet, such as, but not limited to, viruses and theft of computer data. Customer is solely responsible for protecting Customer-Owned Equipment from these vulnerabilities through use of such software as firewalls and virus protection. Provider reserves the right to suspend Customer's Service should Provider detect virus or other activities emanating from CE and that degrade Provider's Service provision.

2.7 Service Performance.

a) Responsibility: Customer understands that Provider does not own or control other networks outside of the Service, nor is Provider responsible for performance (or nonperformance) within such other networks or within non-Provider operated interconnection points between the Service and other networks. However, Provider will work with the Customer to reasonably ensure that performance from the Customer's site to the Service is maximized.

b) Network Availability (Uptime Service Level Agreement): Provider is committed to providing Customer with maximum network service availability. Provider's Service Level Agreement ("SLA") is outlined in the Service Order(s). Provider reserves the right to modify the SLA from time to time.

ARTICLE 3. TERM

3.1 Agreement Term. The term of this Agreement (the "Term") shall commence on the Effective Date and terminate upon the expiration or other termination of the final existing Service Order entered into under this Agreement.

3.2 Service Order Term and Renewal. The term of a Service Order shall commence on the Billing Date (Service Start Date) and shall terminate at the end of the stated Service Term of such Service. The Parties agree that the Service Order may be voluntarily extended on a multi-year, annual or month-to-month basis as set forth in the Service Order(s).

3.3 Changes to the Agreement Terms. Provider may change or modify the Agreement from time to time, as mutually agreed upon by the Parties, which change(s) shall be in the form of an Amendment. Such modifications or changes may include changes to Service Location(s), addition of Service Location, removal of Service Locations, service upgrades, and partial termination of sites. The Customer may upgrade and add additional sites without rebidding this Agreement in accordance with the terms of the Agreement. New sites must be identified in the FCC Form 470 to be E-rate eligible. Any Amendment to this Agreement will have a term that is coterminous with the Initial Term or Renewal Term.

ARTICLE 4. CHARGES, BILLING AND PAYMENT

4.1 Charges. Customer agrees to pay all Service Charges and Other Charges associated with the Services, as set forth or referenced in the applicable Service Order(s) or invoiced by Provider. Customer agrees to be solely responsible to Provider for all charges set forth on the Service Order(s) for the duration of the Initial Term and any Renewal Term, as applicable. Services provided under this Agreement and Service Orders are not contingent upon the approval, denial and/or receipt of E-rate funding.

4.2 Payment of Bills. Except as otherwise indicated herein or on the Service Order(s): (a) Provider may invoice Customer in advance on a monthly, quarterly, semi-annual, or annual basis for all monthly recurring Service charges and fees arising under the Service Order(s); and (b) all Other Charges will be billed monthly in arrears. Customer shall make payment to Provider for all invoiced amounts within 30 days after the date of the invoice. Any amounts not paid to Provider within such period will be considered past due. Customer is responsible for choosing SPI or BEAR invoicing methodology prior to the first invoice per E-rate requirements.

4.3 Taxes and Fees. Unless Customer provides Provider with certification of tax-exempt status, the Customer will pay all applicable local, state, and federal taxes or fees (however designated) assessed in connection with Customer's Services. Customer will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

4.4 Other Government-Related Costs and Fees. Provider reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees (if any), regardless of whether Provider pays the taxes directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. These obligations may include those imposed on Provider by an order, rule, or regulation of a regulatory body or a court of competent jurisdiction as well as those that Provider is required to collect from Customer or to pay to others in support of statutory or regulatory programs.

4.5 Disputed Invoice. If Customer disputes any portion of an invoice, Customer must submit a written claim, including all documentation substantiating Customer's claim, to Provider for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve the dispute. However, should the Parties fail to mutually resolve the dispute within 60 days after the dispute was submitted to Provider, all disputed amounts shall become immediately due and payable to Provider while negotiations or other permitted dispute resolution processes continue.

4.6 Past-Due Amounts. Late payments shall be subject to a service charge of one and one-half percent (1.5%) of any and all unpaid balance, unless expressly waived by the Provider in writing. Provider may at its sole discretion terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for full payment. If the Customer's Service is suspended, Provider may charge a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to amounts due for unpaid balances and/or the above-described service charges.

ARTICLE 5. TERMINATION OF AGREEMENT AND/OR A SERVICE ORDER(S)

5.1 Termination for Cause. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Provider may, at its option, to terminate the Agreement; except that Provider will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Provider has reviewed the dispute and determined in good faith that the charge is correct. The Agreement may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.2 Early Termination Charges and Liability. If, after the Service Start Date, but prior to the end of the Initial Term or any Renewal Term, Customer terminates this Agreement in total or on a site-by-site basis for any reason other than Provider's material breach of this Agreement that remains uncured after written notice and a reasonable cure period of at least thirty (30) days, Customer shall pay immediately, in addition to all amounts payable by Customer in accordance with the applicable Service Order(s), to Provider one hundred percent (100%) of the remaining monthly fees all monthly recurring charges associated with the terminated Service(s) for the balance of the Initial Term or any Renewal Term and any outstanding non-recurring or special construction charges ("Termination Liability").

5.3 Effect of Expiration or Termination of the Agreement or a Service Order. Upon the expiration or termination of a Service Order for any reason: (i) Provider may disconnect the applicable Service; (ii) Provider may delete all applicable data, files, electronic messages, voicemail or other information stored on Provider's servers or systems; (iii) if Provider has terminated the Service Order prior to the expiration of the Service Term as a result of material breach by Customer, Provider may assess and collect from Customer applicable Termination Charges; (iv) Customer shall, permit Provider access to retrieve from the applicable Service Locations any and all Provider Equipment (however, if Customer fails to permit access, or if the retrieved Provider Equipment has been damaged and/or destroyed other than by Provider or its agents, normal wear and tear excepted, Provider may invoice Customer for the full replacement cost of the relevant Provider Equipment; and (v) if used in conjunction with the terminated Service, Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return the Licensed Software to Provider.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; DISRUPTION OF SERVICES

6.1. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT, WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT, PROVIDED, HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY PROVIDER OR FOR EARLY TERMINATION CHARGES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT. THE ENTIRE LIABILITY OF PROVIDER FOR LOSS, DAMAGES AND CLAIMS ARISING OUT OF THE DELIVERY OF THE SERVICES INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR THE PROVIDER EQUIPMENT SHALL IN NO EVENT EXCEED SIX (6) MONTHS OF THE MONTHLY RECURRING COST UNDER THE APPLICABLE SERVICE ORDER AT ISSUE. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

6.2. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PROVIDER EQUIPMENT, OR LICENSED SOFTWARE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT ALLOWED BY LAW. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER DOES NOT WARRANT THAT THE SERVICES, PROVIDER EQUIPMENT, OR LICENSED SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF LATENCY OR DELAY, OR THAT THE SERVICES,

PROVIDER EQUIPMENT, OR LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES, PROVIDER EQUIPMENT, OR LICENSED SOFTWARE WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES.

6.3. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SERVICES, PROVIDER EQUIPMENT, OR LICENSED SOFTWARE FOR USE BY THIRD PARTIES.

6.4. IN NO EVENT SHALL PROVIDER, SUPPLIERS, CONTRACTORS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (i) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (ii) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (iii) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (iv) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS, THEFT, OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

6.5 Disruption of Service. The Services are not infallible and are not designed or intended for use in situations requiring uninterruptible performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). Customer expressly assumes the risks of any damages resulting from High Risk Activities. Provider shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances.

6.6. Customer's sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Provider and its Affiliates and agents is limited to the maximum extent permitted by law.

6.7. Provider reserves the right to discontinue Customer's access to Provider's Service and/or seek other legal or equitable relief for use of the Services that provider deems to be in violation of the rules and regulations of the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or state or federal law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: (1) transmitting offensive or harassing statements; (2) developing and/or transmitting offensive or unlawful graphics; (3) transmitting sexual or ethnic slurs explicitly or as part of a joke; (4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or (5) permitting or encouraging unauthorized access to Provider's network and public networks including unauthorized access to the Internet.

6.8. Customer will make no claim against Provider for the internet service uses, including transmission, downloading or uploading of information that is offensive, a violation of the law, or the actionable violation of others' rights. Any filters or screening devices are limited to those in existence at the Effective Date of this Agreement or for which Provider subsequently installs. Provider is not under any duty to install or modify filters or screening programs. Provider does not warrant the accuracy or appropriateness of any information contained in the interconnected systems.

ARTICLE 7. INDEMNIFICATION

7.1. To the extent allowed by Ohio law, Customer agrees to indemnify and hold Provider, its governing Board Members, Employees and/or Agents harmless from any claims, suits, liability, loss, expenses and/or damages sustained by any person for any reason of any act of Customer or its Users in their activities involving use of Provider's network.

7.2. Provider shall defend, indemnify, and hold harmless Customer and its officers, agents, employees and volunteers, from and against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as 'Claims'), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or gross negligence of Provider or its officers, employees, agents, contractors, subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, of Customer. However, Provider shall have no obligation to defend or indemnify Customer against Claims caused by the active negligence, sole negligence, or willful misconduct of Customer.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent Customer requires the use of Licensed Software in order to use the Services supplied under any Service Order(s), Customer shall have a personal, nonexclusive, nontransferable, and limited license to use the Licensed Software solely to the extent necessary to use the applicable Service during the Service Term. Provider and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Provider; or (ii) sell, lease, license, or sublicense the Licensed Software.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information shall be kept by the receiving Party in strict confidence and shall not be disclosed to any third party without the disclosing Party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving Party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving Party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving Party; (iii) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing Party; (iv) is developed independently by the receiving Party without use of the disclosing Party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Monitoring. Provider assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation posting and/or transmission. However, Customer acknowledges and agrees that Provider and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Provider, or in emergencies when physical safety is at issue, and that Provider may disclose the same to the extent necessary to satisfy any law, regulation, or governmental request. Provider shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall

indemnify, defend, and hold Provider and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users.

ARTICLE 10. PROHIBITED USES

10.1 Resale. Except as otherwise provided in this Agreement, Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.2 Use Policies. Customer agrees to ensure that all uses of the Provider Equipment and/or the Services installed at its premises are legal and appropriate. Specifically, Customer agrees to ensure that all uses by Customer or by any other person ("User"), whether authorized by Customer or not, comply with all applicable laws, regulations, and written and electronic instructions for use. Provider reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or any User, if Provider (i) determines that such use or information does not conform with the requirements set forth in this Agreement, (ii) determines that such use or information interferes with Provider's ability to provide the Services to Customer or others, (iii) reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use, or (iv) reasonably believe that Customer's use of the Service interferes with or endangers the health and/or safety of Provider personnel or third parties. Furthermore, the Services shall be subject to one or more Acceptable Use Policies ("AUP") that may limit use. The AUP and other policies concerning the Services are posted on Provider's web site(s) at www.neonet.org and are incorporated into this Agreement by reference. Provider's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other User's use or information. Customer understands and agrees that the Internet, by its nature, is an open portal of content and material, some of which may be inappropriate for school-aged students. Customer, therefore, will make no claim against Provider, regarding the use of the Service by Customer or Customer's Users, including transmission, accessing, downloading or uploading of information that is offensive, inappropriate for minors, a violation of local, state, federal, or international law or regulation or the violation of the rights, including but not limited to copyright, patent or trademark, of a third party.

10.3 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Provider shall have the right to restrict, suspend, or terminate immediately any or all Service Orders, without liability on the part of Provider, and then to notify Customer of the action that Provider has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, adverse weather conditions, pandemics, vandalism, acts of terror, labor difficulties, supply failures, acts of regulatory or governmental agencies, unavailability of right-of-way, unavailability of materials, or other causes beyond the Party's reasonable control. Either Party's invocation of this clause shall not relieve Customer of its obligations to pay for any Services actually provided. In the event such failure continues for 45 days, the other Party may terminate the affected Service(s), upon no less than 30 days prior written notice. A Force Majeure Event will not include an increase in prices or the denial, in whole or in part, of E-Rate Program funding for any Service.

11.2 Assignment and Transfer. Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld.

11.3 Governmental Authorization. This Agreement is subject to all applicable federal, state, and local laws, and regulations, rulings, orders and other actions of any governmental entity or agency (collectively, "Rules"), including, but not limited to, the Communications Act of 1934, as amended, the rules and regulations of the Federal Communications Commission and the Public Utilities Commission of Ohio. If any such Rule adversely affects the Services or requires Provider to provide such Services in a manner other than in accordance with the terms of this Agreement, then Provider may, without liability to Customer, terminate the affected Service upon prior written notice to Customer.

11.4 Notices. All such notices, requests, consents and other communications shall be deemed to be properly given if delivered personally or, if sent by U.S. Mail, registered or certified, return receipt requested, three (3) business days after the same have been deposited in the United States Mail, addressed and postage prepaid as set forth above or, if sent by Federal Express (or other nationally recognized overnight carrier), the day after delivery to Federal Express (or other nationally recognized overnight carrier) or, if sent electronically, upon verification of receipt in each case as follows: (i) with respect to Customer, to the address set forth on the Service Order; or (ii) with respect to Provider to: Attn: Matthew Gdovin, Executive Director, NEOnet, 700 Graham Road, Cuyahoga Falls, Ohio 44221, or by email at gdovin@neonet.org. Each Party shall notify the other Party in writing of any changes in its address listed on the Service Order within 10 business days.

11.5 Entire Agreement and Understanding. The Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to the Services. Only specifically authorized representatives of Provider and Customer may agree to modifications to this Agreement or this Agreement's form. No subsequent agreement among the Parties concerning the Services shall be effective or binding unless it is executed in writing by authorized representatives of both Parties.

11.6 Construction. In the event that any portion of this Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of this Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the expiration or termination of this Agreement or any Service Order, including without limitation confidential information and data, representations and warranties, indemnifications, and limitations of liability, shall survive termination or expiration of this Agreement or any Service Order.

11.8 Choice of Law. The domestic law of the State of Ohio, without regard for its conflicts of laws provisions, shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third-Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 No Waiver. No failure by either Party to enforce any rights hereunder shall constitute a waiver of such right(s).

11.11 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.12 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state, and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement and Service Order(s).

11.13 Counterparts; Digital Signatures. This Agreement, Service Orders, and any amendments may be executed in any number of counterparts, each counterpart will constitute an original, and all counterparts together will constitute one agreement. This Agreement may be signed by any means producing a reasonably legible signature, a digital electronic signature, or digital copy of a signed signature page will be effective as an original.

IN WITNESS WHEREOF, by signing below, signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer and certifies having read, understood, and agreed to the terms of this Agreement, including Service Order(s), which are hereby incorporated herein by reference. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board.

NEOnet

Signature: _____

Name (printed) _____

Title: _____

Date: _____

Medina County ESC

DocuSigned by:

Signature: Matthew Gregory
E567581AC57D4A0

Name (printed) Matthew Gregory

Title: Treasurer

Date: 3/17/2022



INTERNET ACCESS SERVICE ORDER

Customer:	Medina County ESC		
Service Start Date:	07/01/2022		
MSA#:	048454-MSA-2232		
Service Order#:	048454-ISP-2227		
Provider Contact:	Email:	Phone:	
Matt Gdovin	gdovin@neonet.org	+13309263901	
Customer Contact:	Email:	Phone:	
Denise Valerio	dvalerio@medinaesc.org		

	Internet Access Only
X	Bundled Internet Access and Transport

Product name	Product or service description	Price	Quantity	Sum
Medina County Schools ESC 100Mbit Pricing				
ISP - 100Mbit	Annual ISP Service	11,100.00	1	11,100.00
Transport - 100Mbit	Annual lit fiber transport	8,400.00	1	8,400.00
Total (USD):				19,500.00

UPGRADE CHARGES PER LOCATION

SPEED	TRANSPORT CHARGES	INTERNET CHARGES	TOTAL ANNUAL CHARGES
1G	\$11,160	\$28,680	\$39,840
2G	\$14,400	\$28,680	\$43,080
5G	\$14,400	\$28,680	\$43,080
10G	\$14,400	\$28,680	\$43,080

TERM

1. This Service Order is effective for all bundled Internet Access services covered herein for the period of **07/01/2022 through 06/30/2027**, subject to voluntary extensions. The Services provided may be extended for up to 2 voluntary extension terms of 60 months each (each an "Renewal Term"), at Customer's sole option, by written notice from the Customer prior to the expiration of the Initial Term or Renewal Term. Notwithstanding, the Customer may extend the Initial Term or any Renewal Term on a month-to-month basis, at Customer's sole option, to facilitate the transition of services.

CHARGES AND PAYMENTS

1. Charges for the e-rate non-discounted Services provided under this Agreement will be billed to Customer on an annual basis.

PROVIDER'S OBLIGATION

1. Provider will plan and coordinate all activities incidental to the implementation of the internet access.
2. Provider shall furnish Customer bundled Internet access services on a 24/7 per-week basis. Provider does not own or control other networks outside of the Service, nor is Provider responsible for performance (or non-performance) within such other networks or within non-Provider operated interconnection points between the Service and other networks. Provider will not be held liable for any delay in the Service Start Date as a result of third-party or other network provider services or Customer delays. However, Provider will work with the Customer to reasonably ensure that performance from the Customer's site to the Service is maximized.
3. Provider shall be responsible for the maintenance of the Service and any Provider Equipment located on Customer premises ("Provider Equipment"). Provider shall have the right to charge the Customer costs and expenses incurred in identifying and correcting any failure in Customer's facilities or equipment, or in repairing or replacing Provider's Equipment which has been damaged or rendered inoperable by reason of the Customer's actions or omissions, or the failure or inadequacy of Customer's equipment.

CUSTOMER'S OBLIGATION

1. Customer will assume all responsibilities for all local area networks (LAN). These responsibilities include, but are not limited to, Customer-owned communications equipment/cabling, LAN software, and LAN hardware.
2. Customer agrees to comply with equipment specifications defined by the Provider for all components integral to the Internet Access.
3. Customer will supply Provider with appropriate and sufficient space and electrical power to facilitate the hosted managed wireless service.
4. Customer agrees not to connect any of its local area networks to alternative network providers without Provider approval.
5. Customer agrees not to resell any network services provided by Provider. Provider agrees not to lease, sell or transfer Equipment to Customer.

SERVICE LEVEL AGREEMENT

NETWORK PERFORMANCE SERVICE LEVELS		
NETWORK UPTIME	<p>DESCRIPTION: The SLA for uptime is defined as the amount of time a <u>Subscriber</u> has service as measured over the course of the year. Planned or Emergency Maintenance events are not factored into the Service Uptime Calculation. <u>NEOnet</u> calculates network uptime during a calendar month as follows: Availability (within calendar month) = (total min in month)-(total min of unavailability in month)</p>	
	Our basic Service Level Agreement for Network uptime for managed Ethernet, MPLS, VPN and Internet Service Delivery	99.99%
	Other Services	99.90%
MEAN TIME TO REPAIR	<p>DESCRIPTION: Mean Time to Repair (MTTR) SLA are based upon the amount of time it takes to restore <u>Services</u> measured from the time the ticket is opened to the time the ticket is closed. MTTR times vary based on whether the problem being addressed physically resides on the <u>NEOnet Network</u> (On-Net) or on a third-party provider <u>Subscriber</u> network (Off-Net)</p>	
	NEOnet ISP Service	Four (4) Hrs.
	<p><u>Note:</u> <u>Force Majeure</u> acts are not covered under <u>NEOnet's</u> MTTR SLA. <u>Force Majeure</u> includes, without limitation: fire, flood, lightning, explosion, war, act of terrorism, strike, riots, embargo, labor dispute, government requirement, civil or military authority, act of God or nature, acts or failure to act of any governmental authority.</p>	

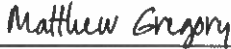
IN WITNESS WHEREOF, by signing below, signatory of Customer ("Signatory") certifies authorization to sign on behalf of and legally bind Customer and certifies having read, understood and agreed to the terms of this Service Order, including the Master Services Agreement, which is hereby incorporated herein by reference. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Board, if required.

CUSTOMER

ESC of Medina County

Printed Name of Customer

DocuSigned by:

Matthew Gregory

E567581AC57D4A0

Signature of Authorized Customer Representative

Matthew Gregory

Printed Name and Title of Authorized Customer Representative

3/17/2022

Date

PROVIDERNortheast Ohio Network for Educational Technology

Printed Name of Provider

Signature of Authorized Provider Representative

Printed Name and Title of Authorized Provider Representative

Date



Sourcewell (formerly known as NJPA) State & Local FMV Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee		Tax ID # (FEIN/TIN)	
Educational Service Center of Medina County		346001852	
Sold-To: Address			
124 W Washington St, Medina, OH, 44256-2244, US			
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #	
Gloria Schultz	3307236393	0018128889	
Bill-To: Address			
124 W Washington St, Medina, OH, 44256-2244, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Gloria Schultz	3307236393	0018128889	gschultz@medinaesc.org
Ship-To: Address			
124 W Washington St, Medina, OH, 44256-2244, US			
Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #	
Gloria Schultz	3307236393	0018128889	
PO #			

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C2C1	C425 SendPro C - 5lb Scale Bundle
1	CAAB	Basic Cost Accounting
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series
1	PAB1	C Series Premium App Bundle

1	PTJ1	SendPro Online
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 66.51	\$ 199.53

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- ☐ Tax Exempt Certificate Attached
☐ Tax Exempt Certificate Not Required
☒ Purchase Power® transaction fees included
☐ Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 2/20) which is available at <http://www.pb.com/states/njpa> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license/terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable

State/Entity's Contract#

Signature:

Lessee Signature

Email: gschultz@medinaesc.org

Print Name

Title:

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Jacob Leonard

jacob.leonard@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Pitney Bowes.PNG



[How to request a copy](#)

Contract Dates

Lease Started: November 9 2019

Lease Ends: November 3, 2022

Don't see all your products here? Add them now.

Related Support



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type
☐

New

☒

Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2022 (July 1, 2021 - June 30, 2022)

Between

The Educational Service Center of Medina County

and

Black River Local School District

	<u>Service to be performed</u>	<u>Days</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Remove	LPN		82.5	\$34.00	-\$2,805.00
Add	RN		82.5	\$39.00	\$3,217.50

Fiscal/Facility Fee is 3% of total contract.

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

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

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

For the Educational Service Center of Medina County

DocuSigned by:

Matthew Gregory

2/3/2022

2567361AC57D4A0
Treasurer

Date

DocuSigned by:

Robert A. Hlasko

2/3/2022

36AE5028C47C431
Superintendent

Date

For the Black River Local School District

Treasurer

Date

Superintendent

Date

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



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type**Terms of Assurance**

This agreement will be in effect for the Fiscal Year 2022 (July 1, 2021 - June 30, 2022)

Between

The Educational Service Center of Medina County

and

Brunswick City School District

	<u>Service to be performed</u>	<u>Days</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Remove	Special Education Aide		3500	\$22.00	-\$77,000.00

Fiscal/Facility Fee is 3% of total contract.

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

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

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

For the Educational Service Center of Medina County

For the Brunswick City School District

Treasurer

Date

Treasurer

Date

Superintendent

Date

Superintendent

Date

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



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

☒ New
☐ Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2022 (July 1, 2021 - June 30, 2022)

Between

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

	<u>Service to be performed</u>	<u>Days</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Add	Reading Specialist		354	\$36.00	\$12,744.00

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


For the Educational Service Center of Medina County

 9/17/21
Treasurer Date

 9/17/21
Superintendent Date

For the Highland Local School District

 2/28/22
Treasurer Date

 2/28/22
Superintendent Date

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



SERVICE AGREEMENT "ORC.3313.843 Contract"

Type**Terms of Assurance**

This agreement will be in effect for the Fiscal Year 2022 (June 1, 2021 - July 31, 2022)

Between

The Educational Service Center of Medina County
and

The Highland Local School District

Service to be performed**Amount to be Billed**

Medina County Virtual Academy

\$4,500.00/Student (as-needed)

- *Cost is annual - districts will be charged on a pro-rated basis of enrollment by the month.
- *Districts to provide student computers
- *Parents and/or district to provide student internet connections.

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


For the Educational Service Center of Medina County



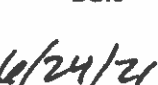
Treasurer



Date



Superintendent

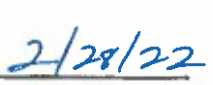


Date

For the Highland Local School District



Treasurer



Date



Superintendent



Date

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



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

- ☐ New
☒ Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2022 (July 1, 2021 - June 30, 2022)

Between

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

	<u>Service to be performed</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Add	LPN	12	\$34.00	\$408.00
Add	LPN	12	\$17.00	\$204.00
Add	RN	20	\$47.00	\$940.00
Add	RN	12	\$23.50	\$282.00

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

For the Educational Service Center of Medina County

For the Mogadore Local School District

Treasurer Date

Treasurer Date

Superintendent Date

Superintendent Date

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



SS22143
001-1110-410-000

Attachment L

SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

☐ New
☒ Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2022 (July 1, 2021 - June 30, 2022)

Between

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

Add	<u>Service to be performed</u>	<u>Days</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
	Reading Specialist		15	\$36.00	\$540.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

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 Wadsworth 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

 1/10/22
Treasurer Date

SIGNED BY:

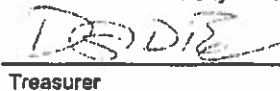
Robert A. Hlasko

3/7/2022

SUPERINTENDENT

Date

For the Wadsworth City School District

 2/14/2022
Treasurer Date

Treasurer

Date

SUPERINTENDENT

Date

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



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

New



Amendment

Terms of Assurance

This agreement will be in effect for the Fiscal Year 2022 (July 1, 2021 - June 30, 2022)

Between

The Educational Service Center of Medina County
and

NEOnet

	<u>Service to be performed</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Add	Treasurer Services	1000	\$50.00	\$50,000.00

Fiscal/Facility Fee is 3% of total contract.

While every effort will be made to avoid scheduling conflicts, NEOnet agrees to allow ESC meetings to take priority over NEOnet meetings in the event of such a conflict.

NEOnet 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

For NEOnet

Matthew Gregory

3/17/2022

Treasurer

Date

Executive Director

Date

Superintendent

Date

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



PROPOSAL

Corporate Health

DATE: MARCH 17, 2022

Cathy Ferrell, Director
1860 State Rd., Suite F
Cuyahoga Falls, OH 44223
330-940-5730
ferrellca@summahealth.org

TO: April Johnson
Educational Service Center of Medina County Schools
124 W Washington St.
Medina, OH 44256
330.723.6393, Ext. 147
ajohnson@medinaesc.org

PAYMENT TERMS

30 Days

DESCRIPTION	PRICE
2022-23 School Bus/Van Driver Physicals (T-8 Examination)	\$60.00
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	\$60.00

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!