

EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY
Regular Meeting of September 19, 2022
124 W. Washington St, Medina, Ohio

CALL TO ORDER

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

ROLL CALL

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

Mr. Ravanelli arrived to the board meeting at 6:02.

APPROVAL OF MINUTES

22-09-137 Motion by Dr. Clark and seconded by Mr. Consiglio to approve the minutes of the August 22, 2022 regular board meeting as presented.

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

RECOGNITION OF VISITORS

PUBLIC PARTICIPATION

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

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

TREASURER'S REPORT – Treasurer Gregory

- A. Fund Statement –August 2022
- B. Reconciliation – August 2022
- C. Investment Review – August 2022
- D. List of Bills Paid –August 2022
- E. Next Governing Board Meeting – October 24, 2022 at 6:00 p.m.

SUPERINTENDENT'S REPORT

- A. Meetings Attended
- B. Building Update
- C. County Training Opportunities
- D. Community Communications
- E. Solar Eclipse – 2024
- F. Staff Recognition Dinner

BOARD MEMBERS' REPORTS

- A. Legislative Liaison – Mrs. Weglewski updated the board that this year's seniors graduating have to meet new requirements adopted in 2019. Mrs. Weglewski updated the board on the new credentials required for all graduating seniors by 2023.

- B. Student Achievement Liaison – Mr. Ravanelli updated the board on an article on the new flag pole installed at the MCCC.
- C. Policy Committee –Mr. Matson updated the board about the policy readings today and approving today's policies.
- D. Business Advisory Council –Dr. Clarke updated the board the board on the three different ways to graduate. College prep, military service, career focus program/pre apprentice program developed through business development council.

POLICY ITEMS

22-09-138 Motion by Mr. Consiglio and seconded by Mr. Matson to approve the following policies:

- DN - School Properties Disposal (Attachment A)
- GBCB - Staff Conduct (Attachment B)
- JFCA – Student Dress Code (Attachment C)
- KGB – Public Conduct on District Property (Attachment D)

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

PERSONNEL ITEMS

Motion by Mr. Ravanelli and seconded by Mr. Matson to approve resolution numbers 22-09-139, 22-09-140, 22-09-141, 22-09-142, 22-09-143, 22-09-144, and 22-09-145, 22-19-146, and 22-19-147.

NEW BUSINESS AND SUPERINTENDENT'S RECOMMENDATIONS

22-09-139 Adoption of the substitute list addendum for the 2022-2023 school year. (Attachment E)

22-09-140 Adoption of the Educational Service Center of Medina County substitute list for the 2022-2023 school year. (Attachment F)

22-09-141 Employ the following classified staff members for the 2022-2023 school year:

1. Smanatha Algie, RN, estimated 1029 hours (estimated 179 days, 5.75 hours per day), at a pay rate of \$23.00 per hour, effective August 25, 2022.
2. Sara Dunlap, RN, estimated 1007 hours (estimated 183 days, 5.5 hours per day), at a pay rate of \$23.00 per hour, effective August 25, 2022.
3. Nicole High, Health Aide, estimated 1007 hours (estimated 183 days, 5.5 hours per day), at a pay rate of \$15.50 per hour, effective August 26, 2022.
4. Rebecca Milewski, Educational Aide, estimated 1050 hours (estimated 181 days, up to 29 hours per week), at a pay rate of \$17.00 per hour, effective September 6, 2022.
5. Julie Tomaselli, LPN, estimated 1092 hours (estimated 181 days, 6 hours per day), at a pay rate of \$18.50 per hour, effective August 25, 2022.
6. Shalise Tyler, Health Aide, estimated 1328 hours (estimated 185 days, 7 hours per day), at a pay rate of \$16.50 per hour, effective September 13, 2022.
7. Cassandra Valerio, Behavior Technician, estimated 1350 hours (estimated 180 days, 7.5 hours per day), at a pay rate of \$25.00 per hour, prorated to 175 days, effective August 26, 2022.
8. Nicole Walker, LPN, estimate 1204 hours (estimated 172 days, 7 hours per day), at a pay rate of \$21.00 per hour, effective August 16, 2022.
9. Laura Wyatt, Educational Aide, estimate 1050 hours (estimated 181 days, up to 29 hours per week), at a pay rate of \$17.00 per hour, effective August 29, 2022.

22-09-142 Employ the following certified staff members for the 2022-2023 school year:

1. Lindsay Hibinger, Behavior Specialist, estimated 1472 hours (184 days, 8 hours per day), at a pay rate of \$55,000 per year, prorated to 168 days, at a pay rate of \$50,2017.39 per year, effective August 23, 2022.
2. Samantha Luyster, Mental Health Liaison, estimated 1520 hours (190 days, 8 hours per day), at a pay rate of \$65,000.00 per year, prorated to 175 days at a pay rate of \$59,868.42 per year, effective September 6, 2022.
3. Jamie Stilla, School Librarian, estimate 1472 hours (184 days, 8 hours per day), at a pay rate of \$60,000 per year, prorated to 148 days, at a pay rate of \$48,260.87per year, effective October 10, 2022.
4. Patricia Symons, Mental Health Liaison, estimated 1520 hours (190 days, 8 hours per day), at a pay rate of \$65,000 per year prorated to 181 days at the pay rate of \$61,920.10 per year, effective August 06, 2022.
5. Amanda Vestal, Behavior Specialist, estimated 1520 hours (estimated 190 days, 8 hours per day), at a pay rate of \$55,000 per year, effective August 22, 2022.

22-09-143 Approve the following change to employment/contract status for the 2022-2023 school year:

1. Theresa Farello, Virtual Guidance Counselor, up to 20 hours effective date August 24, 2022.
2. Sarah Germano, RN Permanent Substitute, from a pay rate of \$22.50 per hour to \$24.00 per hour for substitute services at Berea City Schools, effective September 12, 2022.
3. Jennifer Lewis, ASL Interpreter, from an estimated 1170 hours to 1280 hours, effective August 25, 2022.
4. Susanne McWilliams, from an ASL Interpreter to an ASL Interpreter Substitute.
5. Michael Walker, from an Intervention Specialist to a Teacher, effective August 29, 2022.

22-09-144 Approve the following supplemental payments for the following staff members:

1. Christina Delaney – Behavior Specialist – 22 hours at \$37.64 an hour.

22-09-145 Approve the following resignations for the and 2022-2023 school year.

1. Laurie Hays, RN Substitute, effective August 31, 2022.
2. Ashley Phillips, Health Aide, effective August 31, 2022.
3. Julie Tomaselli, LPN, effective August 30, 2022.
4. Laura Wyatt, Educational Aide, August 31, 2022

22-09-146 Approve the request for FMLA Leave for Morgan Will from approximately October 24, 2022 through January 16, 2023.

22-09-147 Approve staff salary recommendations as provided for the 2022-2023 school year effective 8/1/22. (Attachment F)

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

ACTION ITEMS

22-09-148 Motion by Dr. Clarke and seconded by Mr. Ravanelli to approve the agreement between Baldwin Wallace University Bachelor of Science in Nursing Program and the Educational Service Center of Medina County, beginning August 23, 2022, in the provision of clinical experiences for undergraduate and/or graduate nursing students. (Attachment G)

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

22-09-149 Motion by Mr. Matson and seconded by Mrs. Weglewski to accept the following donation for Fair Honor's Ensemble:

1. Royalton Music Center \$355.87

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

22-09-150 Motion by Mrs. Weglewski and seconded by Mr. Ravanelli to accept the donation of furniture from Westfield Companies with an approximate valuation of \$100,000.00.

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

22-09-151 Motion by Mr. Matson and seconded by Dr. Clarke to approve two rental agreements with Allison Carole Properties for units 516 and 525. (Attachment H, I)

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

22-09-152 Motion by Mr. Consiglio and seconded by Mr. Matson to approve authority for the Treasurer to establish a GovDeals.com to sell equipment which is no longer needed by the Educational Service Center of Medina County.

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

22-09-153 Motion by Mr. Consiglio and seconded by Mr. Matson to approve appropriations of \$11,053,605.23 and receivables of \$10,331,575.91 for Fiscal Year 2023. (Attachments J, K)

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

22-09-154 Motion by Mr. Matson and seconded by Mrs. Weglewski to approve the then and now payments for September 2022. (Attachment L)

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

22-09-155 Motion by Mr. Consiglio and seconded by Mrs. Weglewski to approve a maintenance service agreement with GBC for laminator maintenance. (Attachment M)

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

22-09-156 Motion by Mr. Matson and seconded by Dr. Clarke to approve Matthew Gregory as the public records designee for the ESC Governing Board per Ohio Revised Code 109.43(B) and 149.42(E)(1). (Attachment N)

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

22-09-157 Motion by Mr. Consiglio and seconded by Mr. Matson to approve a severance payment of \$1,155.81 to Judith Weinerman for retirement.

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

EXECUTIVE SESSION

Motion by Mr. Matson and seconded by Mr. Ravanelli to move into Executive Session at 6:49 p.m. for the purpose of:

Considering the compensation 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 6:50 p.m.

ADJOURNMENT

Motion by Dr. Clarke and seconded by Mr. Consiglio to adjourn the meeting at 6:50 p.m.

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

Minutes Approved:



President



Treasurer

****OSBA Sample** School Properties Disposal**

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

School Properties Disposal

The Board may dispose of its real and personal property in consultation with the Superintendent and in accordance with State and/or Federal law. Property and goods purchased with federal funds are subject to the disposal requirements outlined in the Uniform Guidance Issued by the U.S. Office of Management and Budget.

Real Property and "Unused School Facilities"

When the Board decides to dispose of its real property, the Board first offers such property for sale to the governing authorities of community schools, the board of trustees of any college-preparatory boarding schools, and the governing bodies of any STEM and STEAM schools that are located within the territory of the District. The Board also offers these entities the opportunity to purchase or lease any "unused school facility" as defined in Ohio Revised Code RC 3313.411.

The Board gives priority to the governing authorities of high-performing community schools that are located within the territory of the District. If more than one governing authority of a high-performing community school notifies the Treasurer of its interest in purchasing or leasing the property, the Board conducts a public auction, in accordance with the procedures set forth in State law. Only the governing authorities of high-performing community schools that notified the Treasurer are eligible to bid at the auction.

If no high-performing community school notifies the Treasurer of its interest in purchasing or leasing the property within 60 days, the Board then considers offers from other start-up community schools, college-preparatory boarding schools, STEM and STEAM schools located within the territory of the District. If more than one such entity notifies the Treasurer of its interest in purchasing or leasing the property, the Board conducts a public auction in accordance with the procedures set forth in State law. Only the entities that notified the Treasurer are eligible to bid at the auction.

If no community school, college-preparatory boarding school, STEM or STEAM school notifies the Treasurer of its interest in purchasing or leasing the property, the Board may sell the property at a public auction in accordance with the procedures set forth in State law.

If the property is not purchased at a public auction, the Board may sell the property at a private sale or may trade or donate the property in accordance with the procedures set forth in State law.

Personal Property Valued at Over \$10,000

The Superintendent determines the method for appraising the property to determine whether the value of the property exceeds \$10,000.

When the Board decides to dispose of personal property that is valued at over \$10,000, the Board may sell the property at a public auction in accordance with the procedures set forth in State law.

If the property is not purchased at a public auction, the Board may sell the property at a private sale or may trade or donate the property in accordance with the procedures set forth in State law.

Personal Property Valued at Less Than \$10,000

The Superintendent determines the method for appraising the property to determine whether the value of the property exceeds \$10,000.

When the Board decides to dispose of personal property that is valued at \$10,000 or less, the Board may sell the property at a private sale or may trade or donate the property in accordance with the procedures set forth in State law.

Donations

The Superintendent determines the method for appraising the property to determine whether the value of the property exceeds \$2,500.

When the Board decides to dispose of personal property that is valued at \$2,500 or less, the Board may donate the property to certain civic and charitable organizations in accordance with the procedures set forth in State law.

~~The Board believes that the efficient administration of the District requires disposition of property and goods no longer necessary for the maintenance of the educational program or operation of the District.~~

~~The Board recognizes that most unused property of the District has value and that it may be practical to retain such property for a period of time. Once property is no longer needed for school purposes currently or in the future, it should be slated for disposal at the Superintendent's discretion. State law governs the retention and method of disposal of the Board's property. Property and goods purchased with federal funds also are subject to the disposal requirements outlined in the Uniform Guidance issued by the U.S. Office of Management and Budget. Therefore, the Board follows the procedures required by the various statutes governing the disposal of real or personal property.~~

~~The Board follows the procedures set forth in State and Federal law for the disposal of real or personal property at the minimum dollar value set forth in the statute on the date the Board decides to dispose of the property. The Board is required to offer its real property for sale to all community schools, college-preparatory boarding schools, STEM and STEAM schools for the period of time set forth in law. High-performing community schools as defined by State law, are given first priority. If a high-performing community school is not interested in buying the property, the Board then proceeds with offers to purchase from other start-up community schools operating in the District, college-preparatory boarding schools, STEM and STEAM schools located within the territory of the District. If no community school, college-preparatory boarding school, STEM or STEAM school is interested in buying the property, the Board may sell its real or personal property at a public auction, following specific statutory requirements if the property exceeds \$10,000 in value. If this statutory threshold is changed by the legislature, the Board and administration's responsibility changes automatically to reflect the new minimum statutory dollar value.~~

~~The Board directs the periodic review of all District property and authorizes the disposition by sale, donation, trade or discard of any property not required for school purposes.~~

~~The District complies with State law regarding the sale or lease of unused school facilities to high-performing community schools, community schools, college-preparatory boarding schools, STEM and STEAM schools.~~

~~Disposal of Property Valued at Less Than the Dollar Value Set Forth in State Law~~

~~For the disposal of property that is not governed by Federal law, the Ohio Revised Code or administrative regulations, the administration is required to follow these procedures:~~

- ~~1. The Superintendent determines that the value of the property is less than the value set forth in State and Federal law when applicable. The property is valued pursuant to a reasonable method as determined by the Superintendent.~~
- ~~2. The Board is notified when real or personal property is no longer needed for school purposes and directs that the property be sold.~~
- ~~3. The Superintendent sells the property to a start-up community school or by bids, general sale, negotiated sale or by trade as determined by the Superintendent or the Board on an individual basis.~~

Legal References:

ORC 131.09
ORC 3313.17
ORC 3313.37
ORC 3313.40
ORC 3313.41
ORC 3313.411
ORC 3313.413

ORC 3314.051
ORC 5705.10
2 CFR Part 200

Cross References:

DECA, Administration of Federal Grant Funds
FL, Retirement of Facilities

NOTE: State law defines the process for disposal of school property. The disposal requirements are dependent on the type and value of property being disposed of.

House Bill (HB) 110 made significant changes to how school districts are permitted to dispose of unused school facilities. The revisions revised the definition of "unused school facilities" with a delayed effective date of July 1, 2022. As a result of these changes, Ohio Revised Code (RC) 3313.411 defines "unused school facilities" as either:

1. Any real property that has been used by a school district for school operations, including, but not limited to, academic instruction or administration, since July 1, 1998, but has not been used in that capacity for one year;
2. Any school building that has been used for direct academic instruction but less than sixty percent of the building was used for that purpose in the preceding school year

Cross References:

DECA - Administration of Federal Grant Funds
FL - Retirement Of Facilities

Legal References:

ORC 131.09
ORC 3313.17
ORC 3313.37
ORC 3313.40
ORC 3313.41
ORC 3313.411
ORC 3313.413
ORC 3314.051
ORC 5705.10
2 CFR Part 200

Management Resources:

2022 Issue 2 May Policy Development Quarterly

Adoption Date: **05.22**

Classification:

Revised Dates: ;

Policy: GBCB
Section: Issue 2 of 2022 May PDQ (Other)

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

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

Staff Conduct

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

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

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

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

Legal References:

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

Cross References:

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

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

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

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

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

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

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

Cross References:

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

Legal References:

Gun-Free Schools Act; 20 USC 7151
Gun-Free School Zones Act; 18 USC 922
ORC 124.34
ORC 2923.111
ORC 2923.1210
ORC 2923.1212
ORC 2923.122
ORC 3319.081
ORC 3319.16
ORC 3319.31
ORC 3319.311

ORC 3319.36
OAC Chapter 3301-73

Management Resources: 2022 Issue 2 May Policy Development Quarterly

Adoption Date: **05.22**
Classification:
Revised Dates: ;

© OSBA 2022

****OSBA Sample** Student Dress Code******This is the OSBA sample policy.******Student Dress Code**

School dress should enhance a positive image of the students and the District and not threaten the health, welfare and safety of the members of the student body. Any form of dress or grooming that attracts undue attention, prompting a disruption of the learning environment or violating the previous statement, is unacceptable.

Requirements include the following.

1. Dress and grooming standards require cleanliness in the interest of health, sanitary conditions and safety requirements.
2. When a student is participating in school activities including athletics, his/her dress and grooming must not disrupt his/her performance or that of other students or constitute a health threat to himself/herself or other students. Apparel worn during interscholastic activities or extracurricular activities that is related to the practice of a sincerely held religious belief is acceptable unless the apparel presents a legitimate danger to participants. If such a danger is identified, all reasonable accommodations are offered to the participant wearing religious apparel.
3. Dress and grooming are not such as to disrupt the teaching/learning process.

Uniforms

The principal, after consultation with a building committee, may decide to implement a uniform requirement within the building. The committee, composed of the principal, teachers and parents, must request specific Board approval prior to implementing a uniform requirement. The request must be approved by the Board at least six months prior to the implementation date. The request presented to the Board may:

1. include a detailed and specific description of the uniform;
2. include a plan and funding source(s) for providing uniforms for students unable to pay for them;
3. be consistent with provisions of the District's dress and grooming standards and
4. establish a process for a parent/guardian to seek an exemption from the uniform requirement or to transfer his/her child, contingent on available space, to a school that does not require students to wear uniforms.

Students participating in a nationally recognized youth organization may wear the organizational uniform on days the organization has a scheduled function.

Funding

District funds shall not be used to purchase uniforms without specific approval by the Board. The funding source for providing uniforms for students unable to pay may include one or more of the following:

1. donations, gifts or grants;
2. funds generated at the building level by students, staff, PTA/PTO's or business/community partners or
3. any other source as approved by the Board.

Legal References:

U.S. Constitution Amend. I
ORC 3313.20
ORC 3313.5317
ORC 3313.665

Cross References:

JFC, Student Conduct (Zero Tolerance)
JFCEA, Gangs
Student Handbooks

NOTE: Senate Bill 181 (2022) enacts Ohio Revised Code Section (RC) 3313.5317, which prevents entities that regulate interscholastic athletics from prohibiting student participants from wearing religious apparel during events, unless wearing the apparel would create a legitimate danger to other participants. If such a danger is identified, all reasonable accommodations must be offered to the participant wearing religious apparel.

If a district wants to implement a uniform policy the District must follow the requirements of RC 3313.615:

1. Any specific uniform selected for a school must be determined by the Board after affording ample opportunity for principal, staff and parents to offer suggestions and comments.
2. No specific uniform can be required in any school until the parents of the students in the school have been given six months' notice.
3. No specific uniform can be required in any school unless the Board includes a procedure to assist parents of economically disadvantaged students to obtain uniforms in the Board adopted uniform policy. This procedure may include using school district funds or funds from other sources to provide this assistance.
4. Any policy requiring uniforms must provide exceptions for students participating in a nationally recognized youth organization that establishes its own uniforms, on those days that such organization has a scheduled function.

Districts implementing a uniform policy should include language addressing the above requirements in this policy.

Cross References:

JFC - Student Conduct (Zero Tolerance)
JFCEA - Gangs

Legal References:

U.S. Constitution Amend. I
ORC 3313.20
ORC 3313.5317
ORC 3313.665

Management Resources:

2022 Issue 2 May Policy Development Quarterly

Adoption Date: **05.22**

Classification:

Revised Dates: ;

Policy: KGB
Section: Issue 2 of 2022 May PDQ (Other)

****OSBA Sample** Public Conduct on District Property**

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

Public Conduct on District Property

All persons on District grounds are expected to abide by all applicable laws, local ordinances, Board policies and District and building regulations.

No person on District property may assault, strike, threaten, menace or use improper, indecent or obscene language toward a teacher, instructor, other District employees or students at any time. This prohibition is extended to all athletic officials, coaches and athletes in the District and all visiting teams.

Unless otherwise permitted by law, no person is permitted to bring deadly weapons or dangerous ordnances into a school safety zone.

No person may disrupt, disturb or interfere with the teaching of any class of students or any other activity conducted in a school building or upon the campus or grounds at any time.

Whoever violates this policy and/or building regulations will be asked to leave the property by whoever is in charge. Should that person refuse, law enforcement officials will be called. If the offender should be a student, the person in charge should report the student to the appropriate principal. The administration cooperates in any prosecution pursuant to the criminal laws of the State and local ordinances.

Good Conduct and Sportsmanship

The Board recognizes the value of cocurricular and extracurricular activities in the educational process and the values that young people develop when they have the opportunity to participate in an organized activity outside of the classroom.

Students and adults participating in cocurricular and extracurricular activities are expected to demonstrate responsible behavior and good conduct. The Board encourages the development and promotion of sportsmanship in all phases of the educational process, including athletics and all other cocurricular and extracurricular activities. Rules are posted at the entryways to all athletic events for all participants and spectators to review.

Legal References

- Gun-Free Schools Act; 20 USC 7151
- Gun-Free School Zones Act; 18 USC 922
- ORC 2903.13
- ORC 2903.22
- ORC 2911.21
- ORC 2917.11
- ORC 2923.111**
- ORC 2923.1212
- ORC 2923.122
- ORC 3313.20(A)

Cross References:

- GBCB, Staff Conduct
- IGD, Cocurricular and Extracurricular Activities
- JFC, Student Conduct (Zero Tolerance)
- KG, Community Use of School Premises (Equal Access)
- KGC, No Tobacco Use on District Property
- KK, Visitors to the Schools

NOTE: Ohio Revised Code Section (RC) 3313.20(A) grants all school districts the authority to "make any rules necessary for the government of all persons entering upon school grounds or premises." These rules must "be posted conspicuously at or near the entrance to the school grounds or premises or near the perimeter of the school grounds or premises, if there are no formal entrances, and at the main entrance to each school building."

Because of the unsportsmanlike behavior exhibited by some spectators, districts may want to implement specific rules and regulations for spectators. Rules and regulations should include offenses and consequences for violations.

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

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

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

Cross References:

GBCB - Staff Conduct
IGD - Cocurricular and Extracurricular Activities
JFC - Student Conduct (Zero Tolerance)
KG - Community Use of School Premises (Equal Access)
KGC - No Tobacco Use on District Property (Version 2)
KK - Visitors to the Schools

Legal References:

Gun-Free Schools Act; 20 USC 7151
Gun-Free School Zones Act; 18 USC 922
ORC 2903.13
ORC 2903.22
ORC 2911.21
ORC 2917.11
ORC 2923.111
ORC 2923.1212
ORC 2923.122
ORC 3313.20(A)

Management Resources:

2022 Issue 2 May Policy Development Quarterly

Adoption Date: **05.22**
Classification:
Revised Dates: ;

© OSBA 2022

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

Attachment E

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

Substitute/Tutor Listing - All Districts

Both

Allison Bekker

Change Notes:

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

Jennifer Brenstuhl

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
4 Year Resident Educator		Early Childhood			P-3	6/30/2025

Aubrie Danszczak

Change Notes: 9/2/22: Remove Cloverleaf, Highland, and Medina City (2022-2023 long-term sub at Buckeye)

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
4 Year Resident Educator		Early Childhood			P-3	6/30/2026

Ginny Dilley

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 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	6/30/2025

Substitute/Tutor Listing - All Districts

Alexis Martin

Change Notes:

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

Emily Myers

Change Notes: 9/9/22: Add Medina City

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
4 Year Resident Educator		Early Childhood			P-3	6/30/2025
4 Year Resident Educator		Reading			P-3	6/30/2025

Heather Petek

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
5 Year Professional		Mathematics			4-9	6/30/2025
5 Year Professional		Reading			4-9	6/30/2025
5 Year Professional		Social Studies			4-9	6/30/2025

Tammy Pryatel

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 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	6/30/2024

Bianka Velmin

Change Notes:

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

Substitute/Tutor Listing - All Districts

Jodell Ward

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
5 Year Professional		Elementary			1-8	6/30/2023

Substitute

Taylor Bellomo

Change Notes:

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

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

Doug Bryant

Change Notes: 9/9/22: Remove Buckeye and Highland (2022-2023 building sub at Cloverleaf)

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

Brianna Budzinski

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
4 Year Resident Educator		Language Arts and Reading			4-9	6/30/2026
4 Year Resident Educator		Mathematics			4-9	6/30/2026
4 Year Resident Educator		Reading			4-9	6/30/2026

Substitute/Tutor Listing - All Districts

Sheri Burns

Change Notes:

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

License Area	Subject Area	Grade	Expires
1 Year Substitute Multi-Age P	General Substitute	PK-12	6/30/2023

Athena Demetriades

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
Permanent	Developmentally Handicapped	K-12	
Permanent	Severe Behavior Handicapped	K-12	
Permanent	Specific Learning Disabled	K-12	

Jessica Edens

Change Notes:

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

License Area	Subject Area	Grade	Expires
4 Year Resident Educator	Early Childhood	P-3	6/30/2024
5 Year Substitute Multi-Age P	Education Degree - Unlimited	PK-12	6/30/2024

Stacey Goble

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	Elementary	1-8	6/30/2026

William Goddard

Change Notes: 5/17/22: EXCLUDED FROM CLOVERLEAF HIGH SCHOOL PER GARY MILLER

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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

License Area	Subject Area	Grade	Expires
5 Year Professional	Health	K-12	6/30/2024
5 Year Professional	Physical Education	K-12	6/30/2024
5 Year Professional	High School	7-12	6/30/2024
5 Year Professional	Science	7-12	6/30/2024

Substitute/Tutor Listing - All Districts

Kristen Halter

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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

License Area	Subject Area	Grade	Expires
5 Year Substitute Multi-Age P	Technology Education	PK-12	6/30/2025

Brooke Johnson

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	General Substitute	PK-12	6/30/2023

Danielle Joyce

Change Notes: Formerly Bell

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

License Area	Subject Area	Grade	Expires
1 Year Substitute Multi-Age P	General Substitute	PK-12	6/30/2023

Kimberly Kelps

Change Notes:

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

License Area	Subject Area	Grade	Expires
1 Year Substitute Multi-Age P	General Substitute	PK-12	6/30/2023

Thomas LaMancusa

Change Notes:

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

License Area	Subject Area	Grade	Expires
5 Year Substitute Multi-Age P	General Substitute	PK-12	6/30/2026
5 Year Substitute Multi-Age P	Integrated Science	PK-12	6/30/2026

Substitute/Tutor Listing - All Districts

Khoury Lewis

Change Notes:

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

License Area	Subject Area	Grade	Expires
1 Year Substitute Multi-Age P	General Substitute	PK-12	6/30/2023

Kathryn Loop

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	6/30/2027

Raymond Lurtz

Change Notes: 9/2/22: Add MCCC

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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

License Area	Subject Area	Grade	Expires
1 Year Substitute Multi-Age P	Integrated Social Studies	PK-12	6/30/2023

Marisa-Alayna Mancini

Change Notes:

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

License Area	Subject Area	Grade	Expires
1 Year Substitute Multi-Age P	Education Degree - Unlimited	PK-12	6/30/2023

Jamie Maxwell

Change Notes: 8/26/22: 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

License Area	Subject Area	Grade	Expires
4 Year Resident Educator	Integrated Language Arts	7-12	6/30/2023

Substitute/Tutor Listing - All Districts

William McGrain

Change Notes: 9/16/22: Remove Buckeye

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
Permanent		High School			7-12	6/30/2050
Permanent		Physical Education			7-12	6/30/2050
Permanent		Health			7-12	6/30/2050

Jessica Meyer

Change Notes: 9/9/22: Remove Buckeye, Cloverleaf, Highland (2022-2023 long-term sub at Medina City)

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		Early Childhood			P-3	6/30/2025

Yisra Omran

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
4 Year Resident Educator		Integrated Mathematics			7-12	6/30/2025

Beth Papadelis

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
5 Year Professional		Early Childhood			P-3	6/30/2027
5 Year Professional		Reading			P-3	6/30/2027

Kristin Schmidt

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
5 Year Professional		Early Childhood			P-3	6/30/2026
5 Year Professional		Reading			P-3	6/30/2026

Substitute/Tutor Listing - All Districts

Alisha Siscar

Change Notes:

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

Jackson Stuff

Change Notes:

Black River	Buckeye	Cloverleaf	Highland	Medina City	MCCC	Wadsworth City
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
License Area		Subject Area			Grade	Expires
4 Year Resident Educator		Integrated Social Studies			7-12	6/30/2026

John Tomasko

Change Notes:

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

Jonathan Wilson

Change Notes:

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

ESC of Medina County
2022-23 Salary Recommendations
Robert Hlasko, Superintendent

Updated July 2022

GROUP	NAME	POSITION	CURRENT SALARY/RATE	% RAISE	2022-2023 SALARY/RATE	EST DAYS	EST HOURS
Special Ed	Casal, Dave	Teacher	\$40,800.00	2%	\$40,800.00	185	7.5
Leadline	Hlatzes, Prosopios	Lead Technician	\$26.88	3%	\$26.88	261	8
Leadline	Hovorka, John	Senior Technician	\$24.76	3%	\$25.50	261	8
Leadline	Fields, Justin	Technician	\$21.19	3%	\$21.83	261	8
Leadline	Keith, Gary	Technician	\$21.59	3%	\$22.24	261	8
Leadline	Aspeg, Emily	Transition Specialist	\$53,135.46	3%	\$54,729.82	184	8

DEPARTMENT OF NURSING AFFILIATION AGREEMENT

Between
Baldwin Wallace University Bachelor of Science in Nursing Program
And
Educational Service Center of Medina Co (Medina ESC)

This Affiliation Agreement ("Agreement") is entered into on, August 23 2022
and between **Baldwin Wallace University**, 275 Eastland Road, Berea, Ohio 44017, and Educational
Service Center of Medina Co (**Medina ESC**).

WHEREAS **Medina ESC** provides high quality health care to the members of the communities it serves,
and desires to assist and support quality education for students through clinical experiences.

WHEREAS the University offers a program of study in nursing and desires that its students obtain certain
education and practical clinical experience in a patient care setting at **Medina ESC**
for successful completion of the University program.

WHEREAS **Medina ESC** has agreed to make its facilities available to the University for this purpose;
and

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the parties
hereby agree as follow:

1. **Medina ESC** agrees to permit designated students and faculty members to have access to and participate in **Medina ESC** programs, as determined by mutual agreement the University and **Medina ESC** (hereinafter referred to as a "session"). The number of students per session and the specific dates and hours when the students of the University will be at **Medina ESC** will be established and agreed upon by both parties in advance of the specific session. The University, subject to approval by **Medina ESC**, will determine learning objectives for each session.
2. Neither the University nor **Medina ESC** will discriminate in their employment practices or admission of students or treatment of patients on the basis of race, color, religion, age, sex, marital status, sexual orientation, gender identity, or national origin, or any other classification protected under federal, state, or local law, nor will either discriminate against any qualified individual with a disability.
3. Upon request of **Medina ESC**, the University agrees to remove any faculty member or student from **Medina ESC** facilities whose conduct or work with clients, patients or personnel is not in accordance with standards of performance acceptable to **Medina ESC** and in compliance with any and all applicable laws and regulations.
4. The University agrees that students assigned to **Medina ESC** have received appropriate courses and training and have the knowledge and skill appropriate to the assignment.
5. The University is responsible for the following:
 - a. To assume final responsibility for the educational program and its quality.

8/18/2022

- b. To cooperate with **Medina ESC** in making plans for observation and practice experience.
- c. To provide a schedule of student and faculty activities during sessions to **Medina ESC**. Such schedules will include names and phone numbers of students and faculty, and dates and times of practice experience.
- d. To require that each of its faculty members and each of its students comply with the policies and procedures of **Medina ESC** and regulations applicable to nursing students, including HIPAA obligations related to patient confidentiality, basic training concerning blood-borne pathogens, and the Ohio Board of Nursing rules and regulations.
- e. To ensure that University faculty engaged in clinical supervision maintain appropriate state registration, current licensure, and/or certification.
- f. To ensure each of its faculty members and each of its students has received immunizations or physical exams as may be required by **Medina ESC**
- g. To provide appropriate and adequate instruction, supervision, guidance, and evaluation of its students.
- h. To withdraw any University student or faculty member who, in the judgment of **Medina ESC** or the University, is a threat to patient safety or has violated a material policy or procedure of either party.
- i. To ensure each faculty member and student assigned to a session at **Medina ESC** is covered by the University's general and/or professional liability insurance, with at least \$1 million/\$3 million policy limits. The University will provide **Medina ESC** with a certificate of insurance upon request.
- j. To ensure that the University has on file a completed health/physical examination record for each student and provide **Medina ESC** with verification of the same before a student enters onto **Medina ESC** property. The University shall provide **Medina ESC** with verification of each student's Hepatitis B vaccination or the student's written waiver of same. The University shall provide **Medina ESC** with verification of each student or faculty member's current annual tuberculin skin test
- k. To provide **Medina ESC** with verification that the University has conducted a background check as to each student engaging in sessions at **Medina ESC**
- l. To inform and orient **Medina ESC** personnel to the goals and objectives of the learning experience of the sessions, and to provide **Medina ESC** with such documentation concerning the program objectives and curriculum as **Medina ESC** may request.
- m. To require each faculty member and student to keep strictly confidential all patient and **Medina ESC** information.
- n. To defend, indemnify, and hold harmless **Medina ESC**, its officers, agents, directors, and

8/18/2022

employees from and against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney fees, and expenses arising from the negligent acts or omissions of the University, including its faculty or students, under this Agreement. Such defense of **Medina ESC** by the University shall be at the expense of the University by counsel reasonably acceptable to **Medina ESC**. **Medina ESC** shall have the right to take control of its own defense at any time and at its own expense. The indemnity obligation of the University shall not extend to claims by third parties that are related to or arising out of the provision of health care, medical services, or patient care, which shall be the sole responsibility of **Medina ESC**.

6. **Medina ESC** is responsible for the following:

- a. To provide opportunities and clinical facilities for observation and practice experience in programs or departments of **Medina ESC** as mutually agreed upon by the parties
- b. To provide space, for the use of faculty and students, subject to availability.
- c. To inform and orient the University's faculty and students involved in the Program to **Medina ESC** and its policies and procedures.
- d. To keep any educational records confidential and not share or disclose with any party other than the University without both the University's and the student's consent.
- e. To inform the University's designated representatives of student progress, conduct or disciplinary issues, student performance, discharge of any student from the clinical facility, or any other incident as needed.
- f. To have ultimate responsibility for patients/clients of **Medina ESC**
- g. To defend, indemnify, and hold harmless the University, its faculty, students, officers, agents, directors, and employees from and against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney fees, and expenses arising from the negligent acts or omissions of **Medina ESC** including its employees or agents, under this Agreement. Such defense of the University by **Medina ESC** shall be at the expense of **Medina ESC** by counsel reasonably acceptable to the University. The University shall have the right to take control of its own defense at any time and at its own expense.

7. Prior to the commencement of any sessions at **Medina ESC**, the designated representative of the parties shall agree upon a written protocol for the operation of specific session/program, including details regarding departments involved, use of specialized equipment; and any other expectations or obligations assumed by **Medina ESC**.

8. **Medina ESC** is under no obligation to pay University students or faculty for services, and the students and faculty are not to be considered employees of **Medina ESC** for any purpose.

9. **Medina ESC** agrees that, during the term of this Agreement, **Medina ESC** will have in full force and effect, comprehensive general liability and professional liability insurance. **Medina ESC** will provide a certificate of insurance upon request.

10. This Agreement will be effective upon the date set forth above and will remain in effect until terminated as provided in Paragraph 10, below. Any modification to this Agreement must be made in writing and executed in the same manner as the Agreement.

11. This Agreement may be terminated by either party by providing ninety (90) days prior written notice of termination to the other party. Notwithstanding the foregoing, if notice of termination is provided during a program session, the effective date of termination shall be the last day of the program session during which notice of termination is given.

12. To the extent permitted by applicable law, each party agrees to indemnify and hold harmless the other, along with its officers, agents, employees and successors and assigns against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney fees, and expenses arising out of or related to any act, omission, or negligence of the indemnifying party arising under this Agreement. This provision shall survive the termination of this Agreement.

13. This Agreement is non-exclusive and either party may enter into similar agreements with other entities and persons.

14. This Agreement will in all respects be subject to, and governed by, the laws of the State of Ohio.

15. This Agreement contains the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof.

16. This Agreement may be executed in counterparts and when taken together constitutes a fully executed agreement.

8/18/2022

17. Notice: Any notice required by this AGREEMENT shall be sent by regular United States mail, and shall be deemed given upon deposit thereof in the United States mail, bearing the following addresses:

TO:

With Copy To:

Educational Service Center of Medina Co.
ESC of Medina Co.
124 W. Washington St.
Medina, OH 44256
Attn: Robert Hlasko
Superintendent

Educational Service Center of Medina Co.
ESC of Medina Co.
124 W. Washington St.
Medina, OH 44256
Lori Hogue, RN, BSHCA, Med.
Director of Nursing Services

TO:

With Copy To:

Baldwin Wallace University
Nursing Program
275 Eastland Road
Berea, Ohio 44017
Attn: Yvonne Smith, Ph.D., APRN-CNS,
Chair, Department of Nursing

Baldwin Wallace University
275 Eastland Road
Berea, Ohio 44017
Attn: Stephen Stahl, Ph.D., Provost

Each of the individuals executing this Agreement below represents that she/he has been duly authorized to execute this document.

IT IS SO AGREED by and between the parties.

Baldwin Wallace University:

Educational Service Center of Medina Co

By: 

By: _____

Title: Provost

Title: _____

Date: 8/23/22

Date: _____

8/18/2022

RENTAL AGREEMENT

HOUSEHOLD PERSONAL PROPERTY
STORAGE ONLY - NO COMMERCIAL USE

"FRIEND" US ON FACEBOOK!

ALLISON CAROLE PROPERTIES, INC.

☐ 40 WILLOW STREET • RITTMAN, OH 44270
PHONE: 440-477-3880
☐ 10200 AVON LAKE ROAD • BURBANK, OH 44214
PHONE: 440-477-3880

☒ 5730 GREENWICH ROAD • SEVILLE, OH 44273
PHONE: 440-477-3880 - DROP BOX ONLY: NO MAIL RECEPTAL
☐ 15132 FRIENDSVILLE ROAD • BURBANK, OH 44214
PHONE: 440-477-3880 - MAIN OFFICE

Attachment H

THIS AGREEMENT, executed in Ohio, at the physical address indicated above, for STORAGE SPACE/UNIT NUMBER 516

is 12 day of August, 2022, between ALLISON CAROLE PROPERTIES, INC., hereinafter called the OWNER

OCCUPANT WHOSE NAME AND LAST KNOWN ADDRESS IS:

Name MATTHEW GREGORY
Mailing Address 124 W. WASHINGTON ST
City MEDINA State OH Zip 44256
Cell Phone 440 752 4030

State Issued & ID No. TK 773756

E-Mail Address MGREGORY@MEDINAECS.ORG

IF OCCUPANT IS A BUSINESS, PROVIDE BUSINESS INFORMATION BELOW:

Business Name ESC OF MEDINA COUNTY
Business Phone 330 723 6393 Occupant's Title TREASURER

IF OCCUPANT OR OCCUPANT'S SPOUSE IS IN MILITARY SERVICE, PROVIDE ADDITIONAL INFORMATION:

Branch _____ Military ID _____
Are You Deploying for Active Duty? ☐ YES ☒ NO If YES, When? _____

ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION:

Name ROBERT HLASKO
Mailing Address 124 W. WASHINGTON ST
City MEDINA State OH Zip 44256
Cell Phone 330 723 6393 x 158

IF ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION IS REFUSED,
OCCUPANT WILL PLEASE SIGN HERE

X

TYPE OF PERSONAL PROPERTY TO BE STORED:

☒ BUSINESS GOODS
☐ PERSONAL PROPERTY

*ADDITIONAL INFORMATION REQUIRED ON TITLED PROPERTY ADDENDUM

GATE CODE Hook
KEEP GATES CLOSED AT ALL TIMES

APPROXIMATE SIZE 10' x 20'

RENTAL RATE \$ 130.00 MONTH / _____

BULK STORAGE OUT DATE _____ BETWEEN 8AM-12PM

RENTAL RATE \$ 20.00 PER DAY (FOR HOLDOVEFS)

First Payment of Rent \$ 130.00
(From 8 / 12 / 22 to 8 / 31 / 22)

Refundable Performance Deposit \$ 130.00

Lock Purchase / Credit Card Fee / Moisture
Absorber (desiccant) \$ 15.00

Sales Tax Business

TOTAL MOVE-IN COST \$ 275.00

Next Rental Payment is Due On _____ / _____ / _____

"NO POST DATED OR OUT OF STATE CHECK ACCEPTED"

Late Payment Charge (AFTER 5PM ON 5TH DAY) \$ 20.00

Returned Check Charge \$ 35.00

Monthly Statement Fee (See Paragraph 4) \$ 10.00

Manual Transaction (See Paragraph 5) \$ 10.00

Lien Letter Fee (After 21 Days Late) \$ 25.00

Lock Cutting Charge \$ 25.00

Lien Sale Advertisement Charge \$ 50.00

Certified Mail Charge \$ 20.00

Not Leaving Space Broom Clean and/or
Required Written Notice of Vacating Not Given \$ FORFEIT DEPOSIT

30 DAY NOTICE TO BE DETERMINED

Damage To Space/Facility (LABOR & MATERIALS) BY OWNER

This is a monthly lease for storage beginning 8 / 12 / 20 22. The first month's rent is hereby acknowledged. Subsequent monthly rent payments will then be due on the first day of each succeeding month until terminated by either OWNER or OCCUPANT in writing.

1. THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE LAWS OF OHIO AND OHIO REVISED CODE CHAPTER 5322 ENTITLED STORAGE FACILITIES.
2. STORAGE SPACE/UNIT AND RENTAL AGREEMENT: OWNER hereby rents to OCCUPANT, and OCCUPANT rents from OWNER the storage space/unit, located within the self-service storage facility named above (herein after called "FACILITY"). The storage space/unit shall be used solely for the purpose of storage pursuant to the terms and conditions of this rental agreement, and, if applicable, the titled property addendum, herein after called the "agreement," and for no other purpose whatsoever.
3. RENTAL TERMS AND MOVE-IN COSTS: OCCUPANT agrees to pay rent to OWNER as set forth above, provided, however, that all rental rates shall be subject to change upon 30 days written notice to OCCUPANT, and at the expiration of such 30-day period, the rental rate shall thereupon be effective as if set forth in this agreement. All rental is payable in advance. The minimum rental term is two (2) months. The first payment of rent is due at the time of rental as shown in the move in cost schedule above. Subsequent monthly rent payments are due on or before the first day of each successive month until this agreement is terminated in writing. Rental payments are not refundable. In addition to rent, the OCCUPANT shall deposit with the OWNER a performance deposit, equal to the amount shown in the Move-In Cost Schedule. The performance deposit paid by OCCUPANT to the OWNER shall not be applied as rent, will not accrue interest, and the OWNER is not required to segregate such performance deposit from other funds. The performance deposit is refundable upon OCCUPANT'S removing his personal property from the storage space/unit in a timely fashion at the expiration of the term hereof, leaving the storage space/unit in a neat and orderly condition with ordinary wear and tear excepted, and having met all other terms and conditions of this agreement including removing OCCUPANT'S locking device. OCCUPANT will be responsible for additional rent until the OCCUPANT'S locking device and stored personal property are removed. Performance deposit will be returned by U.S. mail within thirty (30) days of vacating.
4. STATEMENTS AND SERVICE CHARGES: It is expressly understood and agreed that OWNER is not required to nor does OWNER send out monthly statements or reminders of rental due dates. All balance requests by text or paper statement (sent via UPS) is a \$10.00 fee. DO NOT OVERPAY OR UNDER PAY. Pay only correct rent amount. Notification will only be given when rent is delinquent. A listing of current service charges is shown above in the service charge schedule. Service charges are due upon receipt of notice as additional rent to defray clerical and administrative charges incurred by the OWNER in their assessment. Service charges are subject to change upon thirty (30) day written notice to the OCCUPANT. Time is of the essence and in the event any rental and/or service charge is due and unpaid, the OWNER may terminate this agreement by reason of default in the payment of rent. OWNER has the right to require all past due payments be made in cash, money order or cashiers check. If OCCUPANT'S personal check gets returned, OCCUPANT personal check will no longer be accepted and an alternative method of payment must be used.
5. MANUAL TRANSACTION SERVICE CHARGE: To use a credit/debit card for monthly rent payment, there MUST be a completed Recurring Payment Authorization form on file. If this is not complete and/or up to date, a manual transaction service charge shall become due and payable if the OCCUPANT fails to complete a recurring credit card authorization form, calls in credit card information, pays in cash or wants to meet face to face with the OWNER to pay his rent. This service charge is due as additional rent to defray the additional clerical and administrative time necessary to accommodate manual transactions. It is OCCUPANT'S responsibility to notify the office of any credit/debit card charges and request a new authorization form.
6. OWNER'S LIEN: Ohio Revised Code Chapter 5322 et seq. grants the OWNER a lien on all personal property stored in rented unit(s)/space(s) as of the date property is brought to this FACILITY. The OWNER'S lien is for rent, labor, and/or other charges incurred under this rental agreement for the preservation, sale, or other disposition of the stored personal property. If any rent payment has not been received by the end of the twenty first (21st) day after the rental due date, the OWNER may begin enforcement of the OWNER'S lien pursuant Ohio Revised Code Chapter 5322 et seq. until the rent, labor and other incurred service charges are paid in full.
7. ACCESS: If payment is not received by the fifth (5th) day of the month before 5:00PM, access will be denied and the storage space/unit will be over locked until payment is received. OCCUPANT is not permitted access to the storage space/unit or FACILITY while access is denied. If OCCUPANT tries to access the storage space/unit and/or FACILITY OCCUPANT will be considered trespassing. OCCUPANT must pay total past due rent and fees via United States Postal Service to the mailing address listed above. The OWNER may immediately deny OCCUPANT access to the FACILITY, without advanced notice, in the event of an Emergency, as defined in Emergency provision of this agreement.
8. TERMINATION OF AGREEMENT: OCCUPANT must complete and submit to OWNER a signed "intent to vacate form" thirty (30) days prior to the end of a calendar month advising OWNER of their intent to vacate. If OCCUPANT extends their vacating date, OCCUPANT must complete a new "intent to vacate form" with OCCUPANT'S current mailing address. If OCCUPANT is storing personal property within the FACILITY on the first day of any given month, they will be required to pay rent for the entire calendar month or pay the daily holdover rate of \$20.00 per day. No partial month rental refunds will be given. For seasonal storage, if seasonal storage OCCUPANT vacates the space/unit prior to the end of the period paid, there are no partial season refunds given. OWNER may terminate this agreement with cause, if OCCUPANT breaches any condition of the agreement including, but not limited to, non-payment of rent, by notifying the OCCUPANT in writing ten (10) days in advance of the termination date. OWNER may terminate this agreement without cause by giving OCCUPANT thirty (30) days written notice prior to termination date. If the OWNER suspects OCCUPANT to be engaging in criminal or illegal acts or uses of the storage space/unit that are in direct violation of the law or this agreement, the OWNER

Initials MB

12. **NON-LIABILITY OF OWNER FOR DAMAGES; INSURANCE OBLIGATION OF OCCUPANT:** This agreement is made on the express condition that OWNER is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including OCCUPANT, or personal property of any kind whatsoever and to whomsoever belonging, including OCCUPANT, from any cause or causes whatsoever while in, upon, or in any way connected with the FACILITY during the term of this agreement or any extension hereof, except injuries caused by an affirmative act of OWNER or OWNER'S agent, and OCCUPANT hereby agrees to hold OWNER harmless from it or its agent shall be limited to the sum of \$100.00.
- OCCUPANT agrees to maintain or secure fire, extended coverage and comprehensive liability insurance covering the full insurance value of personal property stored within the FACILITY. OCCUPANT has the right to be self insured, but assumes full risk for damage to stored personal property.**
- Insurance carried by the OWNER shall be for the sole benefit of the OWNER. The OCCUPANT shall make no claim whatsoever against OWNER'S insurance. Therefore, OCCUPANT secures his own insurance to protect himself and his personal property against all perils of any nature whatsoever. OWNER shall not be liable to any extent whatsoever to OCCUPANT or OCCUPANT'S invitees, family, employees or agents for any personal injury or personal property damage or loss from theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever.
13. **RELEASE OF LIABILITY:** The OCCUPANT hereby releases the OWNER from loss of or damage to OCCUPANT'S personal property due to theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. OCCUPANT agrees that personal property stored is at the sole risk of the OCCUPANT.
14. **DISCLOSURE OF LIENS, LIENHOLDERS OR OTHER SECURED PARTIES:** It is the OCCUPANT'S responsibility to disclose, in writing to the OWNER, the existence of any lien(s) on the personal property stored and the name and address of any lienholder or other secured parties with an interest in the personal property stored.
15. **DEFAULT:** As used in this agreement, means failure to perform in a timely manner any obligation or duty set forth in this agreement.
16. **EMERGENCY:** As used in this agreement, an Emergency shall be defined as any event, as determined by the OWNER or any authorized government authority, including, but not limited to local, state or national emergency declarations or a severe weather event, which may jeopardize the health, safety and/or well-being of the FACILITY and its customers or any appurtenant buildings, land or chattel stored within the FACILITY.
17. **LAST KNOWN ADDRESS:** As used in this agreement, means the mailing address provided by the OCCUPANT in this agreement or the mailing address or electronic mail (e-mail) address provided by the OCCUPANT in a subsequent written notice of a change of address or the mailing addresses electronic mail (e-mail) address provided by any of those persons to the FACILITY OWNER or that is discovered by the FACILITY OWNER.
18. **OWNER'S RIGHT TO TOW:** As an alternate to selling a stored motor vehicle or watercraft at Lien Sale, if rent or other charges due in accordance with the rental agreement remain unpaid or unsatisfied for sixty (60), and after the OWNER has complied with all statutory requirements required under Ohio law, the OWNER may have the vehicle or watercraft towed from the storage space/unit. The OWNER shall not be liable for the motor vehicle or watercraft or any damages to the motor vehicle or watercraft once the tow takes possession of the property.
19. **LATE PAYMENT CHARGE:** A twenty dollars (\$20.00) late payment charge may be imposed and collected by the OWNER for each period that OCCUPANT does not pay rent and/or other charges when due under this agreement.
20. **ANY reasonable expense incurred as a result of rent collection or lien enforcement by OWNER may be charged to the OCCUPANT in addition to late fees.**
21. **WAIVER:** The OCCUPANT agrees to waive OCCUPANT'S right to a jury trial, and agrees not to bring forth or participate in any class-action lawsuit brought against the OWNER.
22. **VENUE AND LEGAL PROCEEDINGS:** All claims, whether through the Court system or through binding arbitration, shall take place in the local municipality, county or state in which the FACILITY is located. For claims that do not exceed the jurisdictional limit of small claims court, the OWNER and OCCUPANT agree to bring Claims in small claims court. For claims that exceed the jurisdictional limit of small claims court, OWNER and OCCUPANT agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared equally between the OWNER and OCCUPANT. The decision of the arbitrator shall be final and binding.
23. **NO BAILEMENT IS CREATED HEREUNDER:** OWNER is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the FACILITY by OCCUPANT is at OCCUPANT'S sole risk. OCCUPANT acknowledges the OWNER does not take care, custody, control, possession or dominion over the personal property stored within the FACILITY and does not agree to provide protection for the FACILITY, the storage space/unit or the contents therein. OCCUPANT must take whatever steps he deems necessary to safeguard stored personal property. OCCUPANT assumes full responsibility for who has access to the OCCUPANT'S stored personal property.
24. **INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OWNER from and against any and all claims for damaged or lost personal property or personal injury and costs including attorney's fees arising from OCCUPANT'S rental or from any activity, work, or thing done, permitted or suffered by OCCUPANT while within the FACILITY.
25. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive his rights and the rights of his insurance company for any claim for loss or damages against the OWNER.
26. **COMPLIANCE WITH LAW:** OCCUPANT shall not store any personal property which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirements, or do any act or cause to be done any act which creates or may create a nuisance and/or hazard.
27. **USE AND ALTERATIONS:** OCCUPANT shall not make or allow any alterations to the storage space/unit. The storage space/unit shall be used for approved household personal property storage purposes only, including, but not limited to the storage of goods, wares, merchandise, furniture and household items owned by OCCUPANT. All personal property must be dry and clean before it can be stored in the storage space/unit. OCCUPANT must ensure all items are wiped down to aid in the prevention of mildew and/or mold growth. All organic items should be cleaned, including, but not limited to, wood, leathers, plastics, cardboard, etc. It is not recommended to store your personal property for more than 12 months because there is no heat, air conditioning or ventilation in any of our self storage units. Best results for your stored personal property is if they are stored for 12 months or less. The space is temporary. The OCCUPANT will not use the storage space/unit as a residence or to conduct business of any kind. No sleeping in unit. No smoking on the property. The OCCUPANT agrees to comply with the rules and regulations of the OWNER, and further agrees the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time following notification of such amendments.
28. **WASTE, QUIET CONDUCT, MAINTENANCE:** OCCUPANT shall not commit, or allow to be committed, any waste upon the storage space/unit or in any building or property adjacent to the storage space/unit, nor shall OCCUPANT use the storage space/unit for any business use or purpose in any manner deemed by the OWNER to be disreputable or hazardous. The storage of welding, flammable, explosive, ammunition, weapons, loaded weapons, fireworks, fuels, semi or large truck tires, or other inherently dangerous material or anything illegal is prohibited. OCCUPANT is limited to storing a maximum of four (4) car or small truck tires. OCCUPANT shall take good care of the storage space/unit, whether to the interior or exterior of the storage space/unit, necessitated or occasioned by the act or neglect of OCCUPANT or any agent of OCCUPANT or other person for whose acts OCCUPANT is responsible. OCCUPANT should inspect the interior of storage space/unit a minimum of one time per month to ensure storage space/unit is in good condition, including use/renewal of sticky traps, use/renewal of desiccant (moisture control), OCCUPANTS are responsible for minor children. Must not be unattended. **NO SMOKING** permitted on any of our locations. All personal property must be stored on pallets or plastic, not directly on the concrete floor. Storage of wet is prohibited.
- OCCUPANT shall not cause or permit any hazardous substance or any highly corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of within the FACILITY by OCCUPANT, OCCUPANT'S AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of within the FACILITY, or if the storage space/unit become contaminated in any manner for which the OCCUPANT is legally liable, OCCUPANT shall indemnify and hold harmless the OWNER from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the term of this agreement and arising as a result of that contamination by OCCUPANT. Without limitation of the foregoing, if OCCUPANT causes or permits the presence of any hazardous substance within the FACILITY and the presence of any hazardous substance results in contamination, OCCUPANT shall promptly, at its sole expense, take any and all necessary actions to return the FACILITY to the condition existing prior to the presence of such hazardous substance.
29. **LOCKING DEVICE:** At all times during the occupancy, the OCCUPANT will keep the storage space locked. The OCCUPANT, in OCCUPANT'S sole discretion, deems the locking device used sufficient to secure the storage space. While there may be a place on the door of the storage space for a second locking device, OCCUPANT is only permitted to use a single locking device. OWNER has the right, as he deems necessary, or at the request of any authorized governmental agency or authority, to remove all locking devices by cutting, drifting or any other means. In the event any authorized governmental agency or authority should demand access to OCCUPANT'S personal property for any reason, OCCUPANT will be promptly notified. If OWNER or any authorized governmental agency or authority removes the locking device, the OWNER may elect to secure the OCCUPANT'S personal property with OWNER'S lock over until the OCCUPANT can inspect the personal property and provide a new locking device to secure the storage space. The OWNER or any authorized governmental agency or authority shall not be held liable for the replacement of any locking device that is damaged by forced entry. When the OCCUPANT'S locking device is removed by OWNER or any authorized governmental agency or authority, and OWNER'S lock over remains on the storage space, said action does not constitute Bailement in any manner. This action by OWNER is a temporary measure until OCCUPANT can inspect and provide a new locking device to secure the stored personal property.
30. **ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY:** OCCUPANT agrees that any personal property that remains within the FACILITY after the OCCUPANT has vacated or if the OWNER deems the storage space/unit as vacated, shall be considered abandoned and that the same has no monetary value, and such personal property may be retained by OWNER as its property or disposed of in such manner as OWNER may see fit. If such personal property or any part thereof shall be sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OWNER may be entitled.
31. **OWNER'S RIGHT OF ENTRY:** OCCUPANT grants OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, access to the stored personal property upon (3) days advanced written notice to the OCCUPANT. In the event of an Emergency, as defined in the Emergency paragraph in this agreement, OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, shall have the right to enter the storage space/unit to take action as necessary or appropriate to protect the FACILITY, to comply with applicable law or to enforce the OWNER'S rights without advanced notice to OCCUPANT. Following the Emergency, the OWNER shall promptly notify the OCCUPANT that access to the storage space/unit was made so the OCCUPANT can inspect and provide a new locking device, if needed, to secure the stored personal property.
32. **NO WARRANTIES:** OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the FACILITY and OCCUPANT hereby acknowledges, as provided in Paragraph 10, Inspection & Access, the OCCUPANT has inspected the storage space/unit and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the FACILITY and the storage space/unit located therein or any personal property stored therein. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.
33. **ACCEPTANCE OF RENT PAYMENTS:** Only full payment of rent due for all space rented, whether part of this Agreement or another written Agreement between OWNER and OCCUPANT, will be accepted. However, while the OCCUPANT is in default, OWNER may accept a partial rent payment. OCCUPANT'S status will remain in default from the date the payment in full was due, and any such payment on account will not constitute a waiver of OWNER'S rights to proceed with lien enforcement in accordance with state law. The OWNER reserves the right to require any past due payment be made in cash, money order, or other certified funds.
34. **CROSS-COLLATERALIZATION OF STORAGE SPACE/UNITS:** When OCCUPANT rents more than one storage space/unit at this FACILITY, the rent is secured by the personal property stored in all the spaces rented. Failure by OCCUPANT to pay all rent on any space shall be considered a default on all spaces rented. If all rent on all spaces is not paid when due the OWNER may exercise all available remedies, including but not limited to, denial of access to the FACILITY and the sale or disposal of the property in accordance with state law.
35. **ASSIGNMENT; NO SHARING OF STORAGE SPACE/UNIT.** OCCUPANT shall not assign or sublease the storage space/unit or any portion thereof. Any attempt to assign or sublease shall be void.
36. **SPACE SIZE:** OCCUPANT understands advertised space sizes are approximate and for comparison purposes only. The space rented by OCCUPANT may be smaller or larger than advertised. The space is not rented by the square foot, and rent is not based on square foot measurements.
37. **ACCESS CONTROL MEASURES:** This FACILITY utilizes various access control measures, including, but not limited to, surveillance cameras, designed to deter unauthorized access to the FACILITY. However, by signing this agreement, OCCUPANT acknowledges these access control measures may be circumvented or may fail and the OWNER does not warranty or guarantee the effectiveness of the measures undertaken to prohibit unauthorized access.
38. **COVENANT OR CONDITION WAIVER:** The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.
39. **BANKRUPTCY AND OTHER LEGAL PROCEEDINGS:** In the event the OCCUPANT should file a voluntary petition in bankruptcy or if the OCCUPANT becomes subject to any other type of legal action or proceeding where the right to occupy the storage space/unit is an issue, the OCCUPANT agrees to notify the OWNER in writing within three (3) days via certified mail return receipt requested to the address shown on the reverse side of this agreement. OWNER shall have the right to recourse against the OCCUPANT to the fullest extent allowed by law. The filing of bankruptcy does not automatically void this agreement.
40. **ATTORNEY'S FEES, COSTS, AND THIRD PARTY COLLECTIONS:** In the event any legal action is instituted, or other legal proceedings are taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the storage space/unit for any default or breach of this agreement by OCCUPANT, OCCUPANT shall pay OWNER'S reasonable attorneys' fees, costs and expenses. In the event of default OCCUPANT agrees that the OWNER has right to provide a third party collections agency with the OCCUPANT'S contact information and any other information that may be requested by a third party collection agency to collect rent and/or other charges incurred by the OWNER under this agreement. The OCCUPANT will also be responsible to pay any associated costs that are incurred by the third party collection agency to collect the monies owed.
41. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.
42. **NUMBER AND GENDER:** Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.
43. **CONSTRUCTION:** This agreement has been reviewed and negotiated. The OCCUPANT has had the opportunity to consult with legal council of his/her choosing prior to execution of this agreement. OCCUPANT agrees this agreement shall not be construed for or against either OWNER or OCCUPANT.

RENTAL AGREEMENT**HOUSEHOLD PERSONAL PROPERTY
STORAGE ONLY - NO COMMERCIAL USE****"FRIEND" US ON FACEBOOK!**☐ 40 WILLOW STREET • RITTMAN, OH 44270
PHONE: 440-477-3880☐ 10200 AVON LAKE ROAD • BURBANK, OH 44214
PHONE: 440-477-3880☒ 5730 GREENWICH ROAD • SEVILLE, OH 44273
PHONE: 440-477-3880 - DROP BOX ONLY; NO MAIL RECEIPTAL☐ 15132 FRIENDSVILLE ROAD • BURBANK, OH 44214
PHONE: 440-477-3880 - MAIN OFFICETHIS AGREEMENT, executed in Ohio, at the physical address indicated above, for STORAGE SPACE/UNIT NUMBER 525, s 26 day of August, 2022, between ALLISON CAROLE PROPERTIES, INC., hereinafter called the OWNER

and the:

OCCUPANT WHOSE NAME AND LAST KNOWN ADDRESS IS:

Name Matthew GregoryMailing Address 124 W. Washington StCity Medina State OH Zip 44256Cell Phone 440 752-4030State Issued & ID No. OHIO TK773756E-Mail Address mgregory@medinaesc.org

IF OCCUPANT IS A BUSINESS, PROVIDE BUSINESS INFORMATION BELOW:

Business Name ESC of Medina CountyBusiness Phone 440 752-4030 Occupant's Title Treasurer

IF OCCUPANT OR OCCUPANT'S SPOUSE IS IN MILITARY SERVICE, PROVIDE ADDITIONAL INFORMATION:

Branch _____ Military ID _____
Are You Deploying for Active Duty? ☐ YES ☐ NO If YES, When?

ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION:

Name Bob HlaskoMailing Address SAME

City _____ State _____ Zip _____

act Phone 330 421-0870IF ALTERNATE PERSON / EMERGENCY CONTACT INFORMATION IS REFUSED,
OCCUPANT WILL PLEASE SIGN HERE

X

TYPE OF PERSONAL PROPERTY TO BE STORED:☒ HOUSEHOLD BUSINESS GOODS☐ _____

*ADDITIONAL INFORMATION REQUIRED ON TITLED PROPERTY ADDENDUM

GATE CODE Hook

KEEP GATES CLOSED AT ALL TIMES

APPROXIMATE SIZE 10' x 20'RENTAL RATE \$ 130.00 MONTH

BULK STORAGE OUT DATE _____ BETWEEN 8AM-12PM

RENTAL RATE \$ 20.00 PER DAY (FOR HOLDOVERS)First Payment of Rent \$ 130.00
(From 8 / 26 / 22 to 9 / 30 / 22)Refundable Performance Deposit \$ 130.00Lock Purchase / Credit Card Fee / Moisture
Absorber (desiccant) \$ 15.00Sales Tax \$ BusinessTOTAL MOVE-IN COST \$ 275.00

Next Rental Payment is Due On ____/____/____

NO POST DATED OR OUT OF STATE CHECK ACCEPTED

MOVE-IN COSTS

SERVICE CHARGE
SCHEDULELate Payment Charge (AFTER 5PM ON 5TH DAY) \$ 20.00Returned Check Charge \$ 35.00Monthly Statement Fee (See Paragraph 4) \$ 10.00Manual Transaction (See Paragraph 5) \$ 10.00Lien Letter Fee (After 21 Days Late) \$ 25.00Lock Cutting Charge \$ 25.00Lien Sale Advertisement Charge \$ 50.00Certified Mail Charge \$ 20.00Not Leaving Space Broom Clean and/or
Required Written Notice of Vacating Not Given \$ FORFEIT DEPOSIT30 DAY NOTICE
Damage To Space/Facility (LABOR & MATERIALS) \$ TO BE DETERMINED BY OWNERThis is a monthly lease for storage beginning 8 / 26 / 20 22. The first month's rent is hereby acknowledged. Subsequent monthly rent payments will then be due on the first day of each succeeding month until terminated by either OWNER or OCCUPANT in writing.

- THIS FACILITY IS OPERATED IN ACCORDANCE WITH THE LAWS OF OHIO AND OHIO REVISED CODE CHAPTER 5322 ENTITLED STORAGE FACILITIES.
- STORAGE SPACE/UNIT AND RENTAL AGREEMENT: OWNER hereby rents to OCCUPANT, and OCCUPANT rents from OWNER the storage space/unit, located within the self-service storage facility named above (herein after called "FACILITY"). The storage space/unit shall be used solely for the purpose of storage pursuant to the terms and conditions of this rental agreement, and, if applicable, the titled property addendum, herein after called the "agreement," and for no other purpose whatsoever.
- RENTAL TERMS AND MOVE-IN COSTS: OCCUPANT agrees to pay rent to OWNER as set forth above, provided, however, that all rental rates shall be subject to change upon 30 days written notice to OCCUPANT, and at the expiration of such 30-day period, the rental rate shall thereupon be effective as if set forth in this agreement. All rental is payable in advance. The minimum rental term is two (2) months. The first payment of rent is due at the time of rental as shown in the move in cost schedule above. Subsequent monthly rent payments are due on or before the first day of each successive month until this agreement is terminated in writing. Rental payments are not refundable. In addition to rent, the OCCUPANT shall deposit with the OWNER a performance deposit, equal to the amount shown in the Move-In Cost Schedule. The performance deposit paid by OCCUPANT to the OWNER shall not be applied as rent, will not accrue interest, and the OWNER is not required to segregate such performance deposit from other funds. The performance deposit is refundable upon OCCUPANT'S removing his personal property from the storage space/unit in a timely fashion at the expiration of the term hereof, leaving the storage space/unit in a neat and orderly condition with ordinary wear and tear excepted, and having met all other terms and conditions of this agreement including removing OCCUPANT'S locking device. OCCUPANT will be responsible for additional rent until the OCCUPANT'S locking device and stored personal property are removed. Performance deposit will be returned by U.S. mail within thirty (30) days of vacating.
- STATEMENTS AND SERVICE CHARGES: It is expressly understood and agreed that OWNER is not required to nor does OWNER send out monthly statements or reminders of rental due dates. All balance requests by text or paper statement (sent via UPS) is a \$10.00 fee. DO NOT OVERPAY OR UNDER PAY. Pay only correct rent amount. Notification will only be given when rent is delinquent. A listing of current service charges is shown above in the service charge schedule. Service charges are due upon receipt of notice as additional rent to defray clerical and administrative charges incurred by the OWNER in their assessment. Service charges are subject to change upon thirty (30) day written notice to the OCCUPANT. Time is of the essence and in the event any rental and/or service charge is due and unpaid, the OWNER may terminate this agreement by reason of default in the payment of rent. OWNER has the right to require all past due payments be made in cash, money order or cashiers check. If OCCUPANT'S personal check gets returned, OCCUPANT personal check will no longer be accepted and an alternative method of payment must be used.
- MANUAL TRANSACTION SERVICE CHARGE: To use a credit/debit card for monthly rent payment, there MUST be a completed Recurring Payment Authorization form on file. If this is not complete and/or up to date, a manual transaction service charge shall become due and payable if the OCCUPANT fails to complete a recurring credit card authorization form, calls in credit card information, pays in cash or wants to meet face to face with the OWNER to pay his rent. This service charge is due upon receipt of notice as additional clerical and administrative time necessary to accommodate manual transactions. It is OCCUPANT'S responsibility to notify the office of any credit/debit card changes and request a new authorization form.
- OWNER'S LIEN: Ohio Revised Code Chapter 5322 et seq. grants the OWNER a lien on all personal property stored in rented unit(s)/space(s) as of the date property is brought to this FACILITY. The OWNER'S lien is for rent, labor, and/or other charges incurred under this rental agreement for the preservation, sale, or other disposition of the stored personal property. If any rent payment has not been received by the end of the twenty first (21st) day after the rental due date, the OWNER may begin enforcement of the OWNER'S lien pursuant to Ohio Revised Code Chapter 5322 et seq. until the rent, labor and other incurred service charges are paid in full.
- DENIAL OF ACCESS: If payment is not received by the fifth (5th) day of the month before 5:00PM, access will be denied and the storage space/unit will be over locked until payment is received. OCCUPANT is not permitted access to the storage space/unit or FACILITY while access is denied. If OCCUPANT tries to access the storage space/unit and/or FACILITY OCCUPANT will be considered trespassing. OCCUPANT must pay total past due rent and fees via United States Postal Service to the mailing address listed above. The OWNER may immediately deny OCCUPANT access to the FACILITY, without advanced notice, in the event of an Emergency, as defined in Emergency provision of this agreement.
- TERMINATION OF AGREEMENT: OCCUPANT must complete and submit to OWNER a signed "intent to vacate form" thirty (30) days prior to the end of a calendar month advising OWNER of their intent to vacate. If OCCUPANT extends their vacating date, OCCUPANT must complete a new "intent to vacate form" with OCCUPANT'S current mailing address. If OCCUPANT is storing personal property within the FACILITY on the first day of any given month, they will be required to pay rent for the entire calendar month or pay the daily holdover rate of \$20.00 per day. No partial month rental refunds will be given. For seasonal storage, if seasonal storage OCCUPANT vacates the space/unit prior to the end of the period paid, there are no partial season refunds given. OWNER may terminate this agreement with cause, if OCCUPANT breaches any condition of the agreement including, but not limited to, non-payment of rent, by notifying the OCCUPANT in writing ten (10) days in advance of the termination date. OWNER may terminate this agreement without cause by giving OCCUPANT thirty (30) days written notice prior to termination date. If the OWNER suspects OCCUPANT to be engaging in criminal or illegal acts or uses of the storage space/unit that are in direct violation of the law or this agreement, the OWNER



12. **NON-LIABILITY OF OWNER FOR DAMAGES; INSURANCE OBLIGATION OF OCCUPANT:** This agreement is made on the express condition that OWNER is to be free from all liability and claim for damages by reason of injury or damages of any kind to any person, including OCCUPANT, or personal property of any kind whatsoever and to whomsoever belonging, including OCCUPANT, from any cause or causes whatsoever while in, upon, or in any way connected with the FACILITY during the term of this agreement or any extension hereof, except injuries caused by an affirmative act of OWNER or OWNER'S agent, and OCCUPANT hereby agrees to hold OWNER harmless from any liability, loss, cost (including, without limitation, attorneys fees) or obligation on account or arising out of any such injuries or losses however occurring, and OCCUPANT agrees that OWNER'S liabilities for damage occasioned by it or its agent shall be limited to the sum of \$100.00.
- OCCUPANT agrees to maintain or secure fire, extended coverage and comprehensive liability insurance covering the full insurance value of personal property stored within the FACILITY. OCCUPANT has the right to be self insured, but assumes full risk for damage to stored personal property.**
- Insurance carried by the OWNER shall be for the sole benefit of the OWNER. The OCCUPANT shall make no claim whatsoever against OWNER'S insurance. Therefore, OCCUPANT secures his own insurance to protect himself and his personal property against all perils of any nature whatsoever. OWNER shall not be liable to any extent whatsoever to OCCUPANT or OCCUPANT'S invitees, family, employees or agents for any personal injury or personal property damage or loss from theft, vandalism, civil disturbances, fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever.
13. **RELEASE OF LIABILITY:** The OCCUPANT hereby releases the OWNER from loss of or damage to OCCUPANT'S personal property due to theft, vandalism, civil disturbances fire, smoke, water, mold, mildew, rodents, hurricanes, rain, flooding, rising water, tornadoes, explosions, earthquakes, acts of God or any cause whatsoever. OCCUPANT agrees that personal property stored is at the sole risk of the OCCUPANT.
14. **DISCLOSURE OF LIENS, LIENHOLDERS OR OTHER SECURED PARTIES:** It is the OCCUPANT'S responsibility to disclose, in writing to the OWNER, the existence of any lien(s) on the personal property stored and the name and address of any lienholder or other secured parties with an interest in the personal property stored.
15. **DEFAULT:** As used in this agreement, means failure to perform in a timely manner any obligation or duty set forth in this agreement.
16. **EMERGENCY:** As used in this agreement, an Emergency shall be defined as any event, as determined by the OWNER or any authorized government authority, including, but not limited to local, state or national emergency declarations or a severe weather event, which may jeopardize the health, safety and/or well-being of the FACILITY and its customers or any appurtenant buildings, land or chattel stored within the FACILITY.
17. **LAST KNOWN ADDRESS:** As used in this agreement, means the mailing address provided by the OCCUPANT in this agreement or the mailing address or electronic mail (e-mail) address provided by the OCCUPANT in a subsequent written notice of a change of address or the mailing addresses electronic mail (e-mail) address provided by any of those persons to the FACILITY OWNER or that is discovered by the FACILITY OWNER.
18. **OWNER'S RIGHT TO TOW:** As an alternate to selling a stored motor vehicle or watercraft at Lien Sale, if rent or other charges due in accordance with the rental agreement remain unpaid or unsatisfied for sixty (60), and after the OWNER has complied with all statutory requirements required under Ohio law, the OWNER may have the vehicle or watercraft towed from the storage space/unit. The OWNER shall not be liable for the motor vehicle or watercraft or any damages to the motor vehicle or watercraft once the lower takes possession of the property.
19. **LATE PAYMENT CHARGE:** A twenty dollars (\$20.00) late payment charge may be imposed and collected by the OWNER for each period that OCCUPANT does not pay rent and/or other charges when due under this agreement. Any reasonable expense incurred as a result of rent collection or lien enforcement by OWNER may be charged to the OCCUPANT in addition to late fees.
20. **WAIVER:** The OCCUPANT agrees to waive OCCUPANT'S right to a jury trial, and agrees not to bring forth or participate in any class-action lawsuit brought against the OWNER.
21. **VENUE AND LEGAL PROCEEDINGS:** All claims, whether through the Court system or through binding arbitration, shall take place in the local municipality, county or state in which the FACILITY is located. For claims that do not exceed the jurisdictional limit of small claims court, the OWNER and OCCUPANT agree to bring Claims in small claims court. For claims that exceed the jurisdictional limit of small claims court, OWNER and OCCUPANT agree that all claims shall be resolved by final and binding arbitration in front of a single mutually agreeable arbitrator. The fees and expenses of the arbitrator, and all other costs and expenses incurred in connection with the arbitration, shall be shared equally between the OWNER and OCCUPANT. The decision of the arbitrator shall be final and binding.
22. **NO BAILEMENT IS CREATED HEREUNDER:** OWNER is not a warehouseman engaged in the business of storing goods for hire, and all personal property stored within the FACILITY by OCCUPANT is at OCCUPANT'S sole risk. OCCUPANT acknowledges the OWNER does not take care, custody, control, possession or dominion over the personal property stored within the FACILITY and does not agree to provide protection for the FACILITY, the storage space/unit or the contents therein. OCCUPANT must take whatever steps he deems necessary to safeguard stored personal property. OCCUPANT assumes full responsibility for who has access to the OCCUPANT'S stored personal property.
23. **INDEMNIFICATION AND HOLD HARMLESS:** OCCUPANT agrees to indemnify, defend and hold harmless the OWNER from and against any and all claims for damaged or lost personal property or personal injury and costs including attorney's fees arising from OCCUPANT'S rental or from any activity, work, or thing done, permitted or suffered by OCCUPANT while within the FACILITY.
24. **WAIVER OF SUBROGATION:** OCCUPANT agrees to waive his rights and the rights of his insurance company for any claim for loss or damages against the OWNER.
25. **COMPLIANCE WITH LAW:** OCCUPANT shall not store any personal property which shall be in violation of any order or requirement imposed by any Board of Health, Sanitary Department, Police Department or other government or governmental agency or in violation of any other legal requirements, or do any act or cause to be done any act which creates or may create a nuisance and/or hazard.
26. **USE AND ALTERATIONS:** OCCUPANT shall not make or allow any alterations to the storage space/unit. The storage space/unit shall be used for approved household personal property storage purposes only, including, but not limited to the storage of goods, wares, merchandise, furniture and household items owned by OCCUPANT. All personal property must be dry and clean before it can be stored in the storage space/unit. OCCUPANT must ensure all items are wiped down to aid in the prevention of mildew and/or mold growth. All organic items should be cleaned, including, but not limited to, wood, leathers, plastics, cardboard, etc. It is not recommended to store your personal property for more than 12 months because there is no heat, air conditioning or ventilation in any of our self storage units. Best results for your stored personal property is if they are stored for 12 months or less. The space is temporary. The OCCUPANT will not use the storage space/unit as a residence or to conduct business of any kind. No sleeping in unit. No smoking on the property. The OCCUPANT agrees to comply with the rules and regulations of the OWNER, and further agrees the OWNER shall have the continuing right to amend such rules and regulations from time to time as the OWNER in his sole discretion shall deem proper, and the OCCUPANT agrees to comply with such amendments within a reasonable time following notification of such amendments.
27. **WASTE, QUIET CONDUCT, MAINTENANCE:** OCCUPANT shall not commit, or allow to be committed, any waste upon the storage space/unit or in any building or property adjacent to the storage space/unit, nor shall OCCUPANT use the storage space/unit for any business use or purpose in any manner deemed by the OWNER to be disreputable or hazardous. The storage of welding, flammable, explosive, ammunition, weapons, loaded weapons, fireworks, fuels, semi or large truck tires, or other inherently dangerous material or anything illegal is prohibited. OCCUPANT is limited to storing a maximum of four (4) car or small truck tires. OCCUPANT shall take good care of the storage space/unit, whether to the interior or exterior of the storage space/unit, necessitated or occasioned by the act or neglect of OCCUPANT or any agent of OCCUPANT or other person for whose acts OCCUPANT is responsible. OCCUPANT should inspect the interior of storage space/unit a minimum of one time per month to ensure storage space/unit is in good condition, including use/renewal of sticky traps, use/renewal of desiccant (moisture control), OCCUPANTS are responsible for minor children. Must not be unattended. **NO SMOKING** permitted on any of our locations. All personal property must be stored on pallets or plastic, not directly on the concrete floor. Storage of wet items is prohibited.
- OCCUPANT shall not cause or permit any hazardous substance or any highly corrosive, toxic, or pollutant type materials to be stored, used, generated, or disposed of within the FACILITY by OCCUPANT, OCCUPANT'S AGENTS, EMPLOYEES or INVITEES. If hazardous substances are stored, used, generated, or disposed of within the FACILITY, or if the storage space/unit become contaminated in any manner for which the OCCUPANT is legally liable, OCCUPANT shall indemnify and hold harmless the OWNER from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, and any and all sums paid for settlement of claims, attorney's fees, consultant and expert fees, arising during or after the term of this agreement and arising as a result of that contamination by OCCUPANT. Without limitation of the foregoing, if OCCUPANT causes or permits the presence of any hazardous substance within the FACILITY and the presence of any hazardous substance results in contamination, OCCUPANT shall promptly, at its sole expense, take any and all necessary actions to return the FACILITY to the condition existing prior to the presence of such hazardous substance.
28. **LOCKING DEVICE:** At all times during the occupancy, the OCCUPANT will keep the storage space locked. The OCCUPANT, in OCCUPANT'S sole discretion, deems the locking device used sufficient to secure the storage space. While there may be a place on the door of the storage space for a second locking device, OCCUPANT is only permitted to use a single locking device. OWNER has the right, as he deems necessary, or at the request of any authorized governmental agency or authority, to remove all locking devices by cutting, drilling or any other means. In the event any authorized governmental agency or authority should demand access to OCCUPANT'S personal property for any reason, OCCUPANT will be promptly notified. If OWNER or any authorized governmental agency or authority removes the locking device, the OWNER may elect to secure the OCCUPANT'S personal property with OWNER'S overlook until the OCCUPANT can inspect the personal property and provide a new locking device to secure the storage space. The OWNER or any authorized governmental agency or authority shall not be held liable for the replacement of any locking device that is damaged by forced entry. When the OCCUPANT'S locking device is removed by OWNER or any authorized governmental agency or authority, and OWNER'S overlook remains on the storage space, said action does not constitute Bailment in any manner. This action by OWNER is a temporary measure until OCCUPANT can inspect and provide a new locking device to secure the stored personal property.
29. **ABANDONMENT OF OCCUPANT'S PERSONAL PROPERTY:** OCCUPANT agrees that any personal property that remains within the FACILITY after the OCCUPANT has vacated or if the OWNER deems the storage space/unit as vacated, shall be considered abandoned and that the same has no monetary value, and such personal property may be retained by OWNER as its property or disposed of in such manner as OWNER may see fit. If such personal property or any part thereof shall be sold, OWNER may receive and retain the proceeds of such sale and apply the same, at its option, against the expense of the sale, the cost of moving and storage, and any arrears of rent or additional rent payable hereunder and any damages to which OWNER may be entitled.
30. **OWNER'S RIGHT OF ENTRY:** OCCUPANT grants OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, access to the stored personal property upon (3) days advanced written notice to the OCCUPANT. In the event of an Emergency, as defined in the Emergency paragraph in this agreement, OWNER, OWNER'S agents or representatives of any authorized governmental authority, including police and fire officials, shall have the right to enter the storage space/unit to take action as necessary or appropriate to protect the FACILITY, to comply with applicable law or to enforce the OWNER'S rights without advanced notice to OCCUPANT. Following the Emergency, the OWNER shall promptly notify the OCCUPANT that access to the storage space/unit was made so the OCCUPANT can inspect and provide a new locking device, if needed, to secure the stored personal property.
31. **NO WARRANTIES:** OWNER hereby disclaims any implied or express warranties, guarantees or representations of the nature, condition, safety or security of the FACILITY and OCCUPANT hereby acknowledges, as provided in Paragraph 10, Inspection & Access, the OCCUPANT has inspected the storage space/unit and hereby acknowledges and agrees that OWNER does not represent or guarantee the safety or security of the FACILITY and the storage space/unit located therein or any personal property stored therein. This agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings with respect thereto. No representative of OWNER is authorized to make any representations or warranties except as expressly set forth herein.
32. **ACCEPTANCE OF RENT PAYMENTS:** Only full payment of rent due for all space rented, whether part of this Agreement or another written Agreement between OWNER and OCCUPANT, will be accepted. However, while the OCCUPANT is in default, OWNER may accept a partial rent payment. OCCUPANT'S status will remain in default from the date the payment in full was due, and any such payment on account will not constitute a waiver of OWNER'S rights to proceed with lien enforcement in accordance with state law. The OWNER reserves the right to require any past due payment be made in cash, money order, or other certified funds.
33. **CROSS-COLLATERALIZATION OF STORAGE SPACE/UNITS:** When OCCUPANT rents more than one storage space/unit at this FACILITY, the rent is secured by the personal property stored in all the spaces rented. Failure by OCCUPANT to pay all rent on any space shall be considered a default on all spaces rented. If all rent on all spaces is not paid when the OWNER may exercise all available remedies, including but not limited to, denial of access to the FACILITY and the sale or disposal of the property in accordance with state law.
34. **ASSIGNMENT; NO SHARING OF STORAGE SPACE/UNIT.** OCCUPANT shall not assign or sublease the storage space/unit or any portion thereof. Any attempt to assign or sublease shall be void.
35. **SPACE SIZE:** OCCUPANT understands advertised space sizes are approximate and for comparison purposes only. The space rented by OCCUPANT may be smaller or larger than advertised. The space is not rented by the square foot, and rent is not based on square foot measurements.
36. **ACCESS CONTROL MEASURES:** This FACILITY utilizes various access control measures, including, but not limited to, surveillance cameras, designed to deter unauthorized access to the FACILITY. However, by signing this agreement, OCCUPANT acknowledges these access control measures may be circumvented or may fail and the OWNER does not warranty or guarantee the effectiveness of the measures undertaken to prohibit unauthorized access.
37. **COVENANT OR CONDITION WAIVER:** The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition upon any subsequent breach of the same term, covenant or condition. Any subsequent acceptance of performance shall not be deemed to be a waiver of any preceding breach of any term, covenant or condition of this agreement, other than the failure to perform the particular duties subsequently accepted, regardless of knowledge of such preceding breach at the time of acceptance of such performance.
38. **BANKRUPTCY AND OTHER LEGAL PROCEEDINGS:** In the event the OCCUPANT should file a voluntary petition in bankruptcy or if the OCCUPANT becomes subject to any other type of legal action or proceeding where the right to occupy the storage space/unit is an issue, the OCCUPANT agrees to notify the OWNER in writing within three (3) days via certified mail return receipt requested to the address shown on the reverse side of this agreement. OWNER shall have the right to recourse against the OCCUPANT to the fullest extent allowed by law. The filing of bankruptcy does not automatically void this agreement.
39. **ATTORNEY'S FEES, COSTS, AND THIRD PARTY COLLECTIONS:** In the event any legal action is instituted, or other legal proceedings are taken to enforce any covenant herein contained or to recover any rent due or to recover possession of the storage space/unit for any default or breach of this agreement by OCCUPANT, OCCUPANT shall pay OWNER'S reasonable attorneys' fees, costs and expenses. In the event of default OCCUPANT agrees that the OWNER has right to provide a third party collections agency with the OCCUPANT'S contact information and any other information that may be requested by a third party collection agency to collect rent and/or other charges incurred by the OWNER under this agreement. The OCCUPANT will also be responsible to pay any associated costs that are incurred by the third party collection agency to collect the monies owed.
40. **SUCCESSORS:** All the provisions shall apply to the heirs, executors, representatives, successors and assigns of the OCCUPANT and of the OWNER.
41. **NUMBER AND GENDER:** Wherever the context of this agreement appears to require it, the singular number shall include the plural, and vice versa, and the masculine gender shall include the feminine and/or neuter genders, and vice versa.
42. **CONSTRUCTION:** This agreement has been reviewed and negotiated. The OCCUPANT has had the opportunity to consult with legal council of his/her choosing prior to execution of this agreement. OCCUPANT agrees this agreement shall

FY 23
Expenses as
adopted 09/19/22

001-0000	General Fund	\$ 2,025,795.51
001-9000	General Fund - \$6.50 Deduction	\$ 84,315.00
001-9100	General Fund - Gifted Services	\$ 173,175.00
001-9150	Virtual Academy	\$ 50,000.00
001-9200	Special Education Services	\$ 2,292,310.24
001-9205	RISE Academy	\$ 50,000.00
001-9210	Nursing Services	\$ 1,153,123.29
001-9220	Special Needs Van Transportation	\$ 185,362.35
001-9230	NCSSA Substitute Program	\$ 140,250.33
001-9240	Staff Development Fund	\$ 81,212.50
001-9250	Alternative School	\$ 186,900.34
001-9260	Benefits Fund	\$ 41,913.12
001-9270	Facility Fund	\$ 111,834.42
001-9280	Fine Arts Fund	\$ 20,000.00
001-9290	Carrier Service	\$ 18,795.99
001-9300	CO-OP Purchasing	\$ 4,000.00
001-9320	Medina Transportation Supervisors	
001-9900	275 Center St Seville OH	\$ 1,392.82
003-0000	Capital Improvements - General	\$ -
003-9000	Capital Improvements - Vehicles	\$ 25,000.00
003-9900	Capital Improvements - Seville	\$ 1,020,830.00
008-0000	C. Horn Scholar Fund	\$ 500.00
008-9001	White Scholar Fund	\$ 1,550.00
008-9002	Del Graff Scholar Fund	\$ 1,300.00
008-9004	Peter Galassi Scholar Fund	\$ 1,000.00
019-9001	Breaking the Mold CRM Science	\$ -
019-9004	Cliffside Transport Fund	\$ -
019-9005	MTD/Jochum Moll Fund	\$ -
019-9010	Robotics Program Fund	\$ -
019-9020	Martha H. Jennings Grt - Reading	\$ 250.00
019-9100	Multi-Agency Planning (MAP) Grant	\$ -
022-0000	Unclaimed Funds	\$ 500.00
022-9000	Sunshine Fund	\$ 500.00
022-9050	Employee Health Ins Prepayments	\$ 33,000.00
022-9100	MCTT Funds	\$ -
022-9150	Medina County Special Olympics	\$ -
022-9500	County Service Acct - Black River	\$ 174,000.00
022-9510	County Service Acct - Brunswick	\$ -
022-9520	County Service Acct - Buckeye	\$ -
022-9530	County Service Acct - Cloverleaf	\$ -
022-9540	County Service Acct - Highland	\$ 254,000.00
022-9550	County Service Acct - Medina City	\$ 488,000.00
022-9560	County Service Acct - MCCC	\$ 507,500.00
022-9570	County Service Acct - Wadsworth	\$ 202,000.00
022-9580	County Service Acct - MRDD	\$ -
024-9000	EELIT Life Insurance	\$ -
421-0000	Bus Driver Train Fund	\$ 236,410.40
499-9022	Parent Mentor Grant FY22	\$ 5,161.92
499-9023	Parent Mentor Grant FY23	\$ 25,000.00
507-9201	Bus Driver Training	\$ 31,250.00
507-9202	GEER GRANT	\$ 17,283.05
507-9223	Extended Learn & Recover FY23	\$ 1,211,666.01
508-9200	Gov Emer Educ Rel (GEER) FY23	\$ 189,170.00
590-9020	ESC State Trainers - OTES 2.0	\$ 7,352.94
	TOTALS	\$ 11,053,605.23

FY 23
Revenue as
adopted 09/19/22

001-0000	General Fund	\$ 1,101,024.00
001-9000	General Fund - \$6.50 Deduction	\$ 163,949.50
001-9100	General Fund - Gifted Services	\$ 160,438.00
001-9150	Virtual Academy	\$ 50,000.00
001-9200	Special Education Services	\$ 2,477,654.50
001-9205	RISE Academy	\$ 50,000.00
001-9210	Nursing Services	\$ 1,194,926.50
001-9220	Special Needs Van Transportation	\$ 118,573.49
001-9230	NCSSA Substitute Program	\$ 175,000.00
001-9240	Staff Development Fund	\$ 48,250.00
001-9250	Alternative School	\$ 174,000.00
001-9260	Benefits Fund	\$ 135,000.00
001-9270	Facility Fund	\$ 88,500.00
001-9280	Fine Arts Fund	\$ 25,500.00
001-9290	Carrier Service	\$ 28,550.00
001-9300	CO-OP Purchasing	\$ 5,500.00
001-9320	Medina Transportation Supervisors	\$ -
001-9900	275 Center St Seville OH	\$ -
003-0000	Capital Improvements - General	\$ -
003-9000	Capital Improvements - Vehicles	\$ 25,000.00
003-9900	Capital Improvements - Seville	\$ 1,020,830.00
008-0000	C. Horn Scholar Fund	\$ 50.00
008-9001	White Scholar Fund	\$ 50.00
008-9002	Del Graff Scholar Fund	\$ 1,100.00
008-9004	Peter Galassi Scholar Fund	\$ 30.00
019-9001	Breaking the Mold CRM Science	\$ -
019-9004	Cliffside Transport Fund	\$ -
019-9005	MTD/Jochum Moll Fund	\$ -
019-9010	Robotics Program Fund	\$ -
019-9020	Martha H. Jennings Grt - Reading	\$ -
019-9100	Multi-Agency Planning (MAP) Grant	\$ -
022-0000	Unclaimed Funds	\$ -
022-9000	Sunshine Fund	\$ 400.00
022-9050	Employee Health Ins Prepayments	\$ 33,000.00
022-9100	MCTT Funds	\$ -
022-9150	Medina County Special Olympics	\$ -
022-9500	County Service Acct - Black River	\$ 124,000.00
022-9510	County Service Acct - Brunswick	\$ -
022-9520	County Service Acct - Buckeye	\$ -
022-9530	County Service Acct - Cloverleaf	\$ -
022-9540	County Service Acct - Highland	\$ 254,000.00
022-9550	County Service Acct - Medina City	\$ 488,000.00
022-9560	County Service Acct - MCCC	\$ 507,500.00
022-9570	County Service Acct - Wadsworth	\$ 202,000.00
022-9580	County Service Acct - MRDD	\$ -
024-9000	EELIT Life Insurance	\$ -
421-0000	Bus Driver Train Fund	\$ 191,866.00
499-9022	Parent Mentor Grant FY22	\$ 5,161.92
499-9023	Parent Mentor Grant FY23	\$ 25,000.00
507-9201	Bus Driver Training	\$ 31,250.00
507-9202	GEER GRANT	\$ 17,283.05
507-9223	Extended Learn & Recover FY23	\$ 1,211,666.01
508-9023	Gov Emer Educ Rel (GEER) FY23	\$ 189,170.00
590-9020	ESC State Trainers - OTES 2.0	\$ 7,352.94
	TOTALS	\$ 10,331,575.91

PO No	Invoice No	Vendor	PO Date	Invoice Date	PO Amount	Invoice Amount	Reason
23209	1306853	REA & ASSOCIATES, INC	09/02/2022	08/26/2022	6000	800	PO dated after Invoice date, PO should have been created in August
23204	REIMBURSE	YONKER, JACINDA	09/02/2022	08/26/2022	58	58	58 Rimbursment request should have been entered the day of entry, occurred after the fact
23202	606294	MEDINA AUTO MALL	08/30/2022	08/04/2022	154.79	154.79	PO dated after Invoice date, PO should have been created in August

**EQUIPMENT MAINTENANCE AGREEMENT (EMA) RENEWAL QUOTE**

Attention:	GLORIA SCHULTZ	Date:	05.24.2022
Email	GSCHULTZ@MEDINAESC.ORG	Previous Contract: SAP#:	40322057 5051506

This letter is to offer you a GBC Equipment Maintenance Agreement (EMA).
Coverage details and pricing are outlined below.

	Model And Description	Serial#	Start Date	End Date	(1) Year Renewal Price	(3) Year Renewal Price	(5)Year Renewal Price
1	V,EMA ULTIMA 65-2	TH2111000148	08.10.2022	08.09.2023	\$491.00	\$1,355.16	\$2,135.85

****This quote is valid for 90 days from the date issued****

Note that without coverage, you will be responsible for labor, travel, and parts for each service call placed on your equipment.

GBC offers the same reliable service on many other products such as Collators, Paper Cutters, Folding machines and lots more! Discounts are also offered for multi-machine and multi-year contracts.

Contact me for additional information and/or to process your agreement. For your convenience, I have also included your service technician's contact information for you below.

Thank you - GBC appreciates your business!

Customer Acct Name	MEDINA COUNTY SCHOOLS ESC-TH2111000148		
Address	124 W WASHINGTON ST		
City, State Zip	MEDINA OH 44256		
Authorized Signature		Phone	330-723-6393
Date		P.O. Number	

****All contracts with a value of \$650 or higher require a signature****

Keith Cox

Equipment Maintenance Agreement Specialist
Email: Keith.Cox@acco.com
Phone: 662.480.3373

John Soltis-2177

Field Service Technician
Email : john.soltis@acco.com
Phone: (330)604-5472





EQUIPMENT MAINTENANCE AGREEMENT (EMA) TERMS AND CONDITIONS

1. Upon payment of the Total Invoice and subject to the terms and conditions contained herein, GBC will use commercially reasonable efforts to maintain in good working order the electrical and mechanical parts and components of the Equipment.
2. Whenever service is required, GBC will use commercially reasonable efforts to repair the Equipment without charge for labor or parts. GBC may use new, used, refurbished, remanufactured, or reconditioned parts when providing such service. Not covered are consumable supply items, including but not limited to modular punching dies, wide format laminator rollers, cut sticks, cutter knives, trimmer blades or optional accessories purchased for the Equipment. Also not covered are parts damaged by the customer through abuse or misuse. All replaced parts will become the property of GBC.
3. All service will be provided during GBC's normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday. For service outside of normal working hours additional charges shall be paid by Customer in accordance with then prevailing GBC rates.
4. For all new Equipment, Customer will have the Equipment set up in the location it is to be used. GBC does not allow its Technicians to lift equipment greater than 60 lbs. and GBC's Technicians must seek additional assistance if equipment weighing greater than 60 lbs. needs to be lifted for any reason.
5. Customer agrees to give GBC at least thirty (30) days prior written notice of any change in location of the Equipment.
6. Maintenance hereunder does not include repair of damage resulting from abuse, accident, failure or reduction of electric power, improper installation or storage, improper Equipment operating environment, misuse, neglect, transportation, failure to operate within performance specifications, or failure to operate according to instructions and documentation. If persons or entities other than GBC service personnel shall perform maintenance on or repair the Equipment, and as a result further repair or maintenance by GBC is required to restore the Equipment to good operating condition, any such further repair or maintenance shall be subject to additional charge by GBC in accordance with the prevailing GBC rates.
7. **Renewals shall be governed by then prevailing GBC rates unless terminated by either party upon thirty (30) days written notice.**
8. If any Equipment is regularly used by more than one shift of personnel, the maintenance total charge for that Equipment will be increased 100 percent for each additional shift regularly using the Equipment.
9. If the Equipment becomes obsolete because components to complete the repair are no longer available, GBC will refund the remaining prorated portion of the Agreement to the Customer.
10. All applicable federal, state and local taxes (except taxes based on income) shall be borne by the Customer when and if levied on the services performed hereunder.
11. This Agreement shall constitute the entire agreement between the Customer and GBC irrespective of inconsistent or additional terms and conditions in the Customer's purchase order or other documentation. Any alteration or additions to the terms and conditions of this Agreement as enumerated and printed herein, shall not be binding on GBC unless the Agreement as altered shall have been approved in writing by an officer of GBC.





12. **CUSTOMER AGREES THAT GBC SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF BUSINESS HOWEVER CAUSED NOTWITHSTANDING ADVICE TO GBC OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM THE IMPROPER FUNCTIONING OF THE COVERED EQUIPMENT.** No action arising out of this Agreement or services performed hereunder may be brought by either party more than one (1) year after the cause of action has accrued.

13. **In cases when GBC's standard insurance certificate does not meet Customer's insurance requirements, all insurance (including any landlord's insurance requirements) required from GBC, must be specified at the signing of this Agreement, agreed to in writing by GBC, and attached to this Agreement. The attachment must be affirmatively indicated on the front side of this Agreement.**

AGREEMENT COVERAGE

Three - Point

- Toll-Free number to call in for service.
- Four (4) business hour phone response from Technician.
- Two business day on-site service.
- Unlimited parts, labor, and Travel.



• What are the Training Requirements?

Ohio Revised Code § 109.43(B) and 149.43(E)(1) require that officials elected to statewide or local office receive three hours of Public Records training for each term of office. The training is designed to enhance the elected officials' knowledge of the duty to provide access to public records. The training received must be certified by the Ohio Attorney General. Proof that training has been completed must include documentation that either the Attorney General's office or another entity certified by the Attorney General provided the training the elected official received. It is expected that attendees who successfully complete the training will receive a certificate that will serve as proof of training. The Attorney General will have a list of those entities that have been certified to provide this training.

If the elected official so chooses, the law allows a designee to be appointed to receive the training on the elected official's behalf. The designee must be an employee in the public office and there must be evidence of the designation. If there is more than one elected official in the public office, the designee should be the designee of all of the elected officials within the office.

The AOS will require documentation that the elected official or his/her designee successfully