AGENDA
GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
AUGUST 29, 2017 7:00 P.M.

A) ROLL CALL.

B) PLEDGE OF ALLEGIANCE.

C) APPROVAL OF AGENDA AND ADDENDUM.

D) APPROVAL OF MINUTES FROM JULY 24, 2017, AS WRITTEN.

E) APPROVAL OF TREASURER'S REPORT AS LISTED BELOW:

1) July financial statement.
2) July warrants written.
3) July investments.
4) August invoices payable.
5) Approval of funds:
   Fund #001-9850 – United Way Preschool Grant - $20,000.00
   Fund #439-9918 – Early Childhood Education - $64,000.00
   Fund #499-9925 – Youth Led Prevention Evidence Based Practice Expansion Grant - $29,990.48
   Fund #499-9932 – Social Media Awareness E-Risk Grant - $32,032.00
   Fund #516-9935 – Parent Mentor Grant - $25,000.00
   Fund #572-9117 – Title 1-D Neglected Grant - $17,516.28
   Fund #587-9321 – Preschool Consolidated IDEA Grant - $45,547.91

F) HEARING OF THE PUBLIC.

G) SUPERINTENDENT REPORT:

1) Grant awards.
2) Healthcare update and OSBC.
3) Opening Day. Agenda attached.
4) Board meetings and ESC staff.
5) County and offices.
6) Middlefield Rotary Presentation.
7) Pepple & Waggoner Legal Update. Agenda attached.

H) PERSONNEL:

1) Professional meeting requests for attendance:

   Crystal King-Morrison, Payroll/Benefits Coordinator, to attend State Teachers Retirement System Reporting Basics, Mentor, September 19, total approx. cost: $55.51.

Board Member Steve Remias, Superintendent Jennifer Felker and Treasurer Sue Sotkovsky to attend Pepple & Waggoner School Law Update Seminar, Independence, October 11, total approx. cost: $350.00.

Jennifer Felker, Superintendent, to attend Buckeye Association of School Administrators Fall Conference, Columbus, October 2-4, total approx. cost: $755.00.

Jennifer Felker, Superintendent, to attend 2017 Ohio Association of Administrators of State and Federal Education Programs Fall Coordinators Conference, Columbus, October 23-25, total approx. cost - $990.00.

Robin Ludwig, Director, to attend Lifting Leaders Series, Cuyahoga Falls, Aug. 22, Oct. 9, Nov. 29, Jan. 24, 2018, March 1, 2018 and April 5, 2018, total approx. cost: $50.00.

Donna Fischer and Jill Maiorca, Social Workers, to attend Art Therapy Processing, Chardon, September 15, total approx. cost: $50.00

2) Contract resignations:

Kelly Chambers, Certified Occupational Therapist Assistant, effective July 31, 2017. Letter attached.
Stephen Young, Higher Education Liaison, effective August 15, 2017. Letter attached.

3) New employees:

Rhonda Luce, Occupational Therapy Assistant,
One year limited contract effective August 1, 2017 through July 31, 2018.
Salary - $25,900.00, 148 days. Pro-rated benefits offered.

Alexi Emerick, Occupational Therapist,
One year limited contract effective August 1, 2017 through July 31, 2018.
Salary - $44,080.00, 152 days. Pro-rated benefits offered.

Natalie Kreuz, Occupational Therapist,
One year limited contract effective August 1, 2017 through July 31, 2018.
Salary - $19,760.00, 76 days. No benefits offered.

Chris Gardner, School Nurse for Notre Dame Elementary,
One year limited contract effective August 1, 2017 through July 31, 2018.
Salary - $35,000.00, 180 days. All benefits offered. 100% paid by Notre Dame.

4) Request for approval of change in contract days:

Susan Ferraza, Preschool Teacher,
employee request to decrease contract from 185 full-time days to 185 half-time days.
Letter attached.

Judy Tvergyak, Certified Occupational Therapy Assistant,
employee request to decrease contract from 148 days to 120 days.
Letter attached.

Donna Zoldak-Cook, Director of Special Services and Accountability,
additional 10 days to support Gaitway High School transition,
Total additional salary - $3,860.80.

I) OLD BUSINESS.

1) Approval of the second and final reading of the following policies:

Revised Policy 2623 Program	Student Assessment and Academic Intervention Services
Revised Policy 3120.08 Professional	Employment of Personnel for Co-Curricular/Extra-Curricular Activities
Revised Policy 5200 Students	Attendance
Revised Policy 5610 Students	Removal, Suspension, Expulsion, and Permanent Exclusion of Students
Revised Policy 5630.01 Students	Positive Behavior Intervention and Supports and Limited Use of Restraint and Seclusion
Revised Policy 6320 Finances	Purchases
Revised Policy 6325 Finances	Procurement – Federal Grants/Funds
New Policy 6423 Finances	Use of Credit Cards
Revised Policy 6700 Finances	Fair Labor Standards Act (FLSA)
Revised Policy 8210 Operations	School Calendar
Revised Policy 8310 Operations	Public Records
Revised Policy 8320 Operations	Personnel Files
Revised Policy 8330 Operations	Student Records
Revised Policy 8452 Operations	Automated External Defibrillators
Revised Policy 8510 Operations	Wellness

J) NEW BUSINESS:

1) Approval of substitutes to work in the Geauga County schools. List attached.

2) Approval of Independent Contractor:

Jessica Gaia, E Risk Coordinator and Classroom Instructor,
Effective September 1, 2017 through June 30, 2018.
Compensation not to exceed $15,000.00. Paid for by the E Risk Grant.

Jessica Gaia, TPP Trainee and Classroom Instructor,
Effective September 1, 2017 through June 30, 2018.
Up to $100.00 per day, compensation not to exceed $15,000.00.

Jennie Canganelli, TPP Instructor,
Effective September 1, 2017 through May 30, 2018.
Up to $100.00 per day, maximum not to exceed $15,000.00.

John Brady, Research Assistant and Social Media/Website Developer,
Effective September 1, 2017 through June 30, 2018.
$20.00 per hour, maximum not to exceed $10,000.00.

Stephanie Weemhoff, TPP Instructor,
Effective September 1, 2017 through June 30, 2018.
Up to $110.00 per day, maximum not to exceed $6,000.00.

3) Approval of the New Member Agreement between the Ohio School Benefits Cooperative and the Geauga County ESC for consortium pricing of benefits. One-time fee: $500.00. Agreement attached.

4) Approval of School District Service Agreement between the Geauga County ESC and Hudson City School District Board of Education for GCESC to provide the requested services for the 2017-2018 school year. Agreement attached.

5) Approval of School District Service Agreement between the Geauga County ESC and Orange City Schools Board of Education for GCESC to provide the requested services for the 2017-2018 school year. Agreement attached.

6) Approval of Subscriber Agreement between Discovery Education, Inc. and the Geauga County ESC for educational licenses for Carrington. Total cost for the 2017-2018 school year: $2,445.00. Agreement attached.

7) Approval of agreement between Edmentum and the Geauga County ESC for educational licenses for Carrington Youth Academy. Total cost for the 2017-2018 school year: $5,705.00. Agreement attached.

8) Approval of customer service agreement between Shred-it and the Geauga County ESC for on-site shredding services for Carrington Youth Academy. $35.00 per stop, up to a maximum of $280.00. Agreement attached.

9) Approval of cooperative agreement between Exousia Rehabilitation Services, Inc. and iSTEM Geauga Early College High School for Occupational Services, as needed, at an hourly rate of $67.00 for an Occupational Therapist and $57.00 for an Occupational Therapy Assistant. Agreement attached.

10) Approval of Contract between Lake County ESC and Geauga County ESC for Human Resource Consulting Services at an hourly rate of $80.00 per hour. Total contract amount not to exceed $6,400.00 for the 2017-2018 school year. Contract attached.

K) INFORMATIONAL ITEMS:

1) Next Public Records Retention Committee meeting – September 8, 2017.
2) Policy work session with Tim Compan – September 19, 2017 at 6:00 p.m.
3) Next Board Meeting – September 19, 2017 at 7:00 p.m.
4) Board Policy Review Meeting – October 10, 2017 at 6:15 p.m.
5) Pepple & Waggoner School Law Seminar – October 11, 2017.

L) ADJOURNMENT.

GEAUGA COUNTY ESC

2017-18 Employee Benefit Plan Changes

Medical Plan

- *The 2016-17 medical plan was provided through Anthem BCBS.*
- *Original contract period: September 1, 2016 through December 31, 2017.*
- *Requested a 12 month renewal from Anthem effective September 1, 2017.*
- *Anthem provided a 0.0% renewal proposal and subsequently lowered the renewal to a .75% decrease upon knowledge of competitive options.*
- *Anthem's final renewal proposal reflected a $14,250 annual premium reduction and no benefit changes.*
- *Competitive proposals were received from Aetna, Medical Mutual/COSE, Medical Mutual/OSBC and the Jefferson Health Plan.*
- *By maintaining current benefits and moving forward with the Medical Mutual/OSBC proposal the GCESC achieved:*
    - *Annual premium savings of approximately $80,000 versus the prior year's premium.*
    - *Annual ACA 1094/1095 reporting services included at no cost. Annual savings of approximately $4,100.*
    - *No cost COBRA Administration. Annual savings of approximately $1,200.*
    - *Participation in the Ohio School Board Cooperative (OSBC-consortium) along with 40 other similarly positioned Ohio Schools.*

Medical Plan Health Reimbursement Account (HRA)

- *The 2016 calendar year HRA reimbursement averaged $17,983 per month.*
- *Through July 2017, calendar year HRA reimbursement averaged $6,964 per month.*
- *NEO Administration will continue to administer the FSA and HRA plans for the 2017-18 plan year.*

Dental Plan

- *The 2016-17 dental plan was provided through Anthem BCBS.*
- *The Anthem dental plan contract provided for a 2-year rate guarantee through August 31, 2018.*
- *Competitive proposals were requested to match current benefits. Delta Dental was the most competitive proposal in terms of premium and provider network. By migrating to Delta Dental the GCESC achieved:*
    - *Annual premium savings of approximately $23,000 versus the prior year's premium.*
    - *A 2-year rate guarantee through August 31, 2019.*
    - *Access to a significantly expanded dental provider network.*

GEAUGA COUNTY ESC

2017-18 Employee Benefit Plan Changes

Vision Plan

- *The 2016-17 vision plan was provided through VSP.*
- *The VSP plan contract provided for a 4-year rate guarantee through August 31, 2018.*
- *Competitive proposals were requested to match current benefits. Vision Benefits of America (VBA) was the most competitive proposal in terms of premium and proposed benefits. By migrating to VBA the GCESC achieved:*
  - *Annual premium savings of approximately $11,000 versus the prior year's premium.*
  - *A 4-year rate guarantee through August 31, 2021.*
  - *Improved benefit in terms of in-network exam and material copays ($0.0) and eyeglasses and contacts in the same benefit period.*

Life/AD&D and Voluntary Life Plan

- *The 2016-17 life/AD&D and voluntary life plans were provided through Anthem Life.*
- *The Anthem Life plan contract provided for a 2-year rate guarantee through August 31, 2018.*
- *Competitive proposals were requested to match current benefits. Anthem Life remained the most competitive provider.*

TAYLOR INSURANCE GROUP
GEAUGA COUNTY ESC 2017-18 BENEFIT PLAN COMPARISON
Jul-17

Renewal Date: September 1, 2017

	NOACC/Current Anthem/National Rx		Renewal effective 9/1/17 NOACC/Renewal Anthem/National Rx		OSBC Medical Mutual	
Plan Features	Network	Non-Network	Network	Non-Network	Network	Non-Network
Plan Type	Blue Access PPO		Blue Access PPO		SuperMed Plus PPO	
Network	Anthem		Anthem		Medical Mutual	
Lifetime Max.	Unlimited		Unlimited		Unlimited	
Deductible S/F	$3,000/6,000	$4,000/8,000	$3,000/6,000	$4,000/8,000	$3,000/6,000	$4,000/8,000
Coinsurance Limit					$6,000/12,000	$8,000/16,000
Maximum Out-of-Pocket	$6,000/12,000	$8,000/16,000	$6,000/12,000	$8,000/16,000	$6,600/13,200	Unlimited
Medical Services						
Office Visits (PCP)	$25 copay	Ded. then 80%	$25 copay	Ded. then 80%	$25 copay	Ded. then 80%
Office Visits (Specialist)	$25 copay	Ded. then 80%	$25 copay	Ded. then 80%	$25 copay	Ded. then 80%
Preventive Care	NCS-USPSTF	Ded. then 80%	NCS-USPSTF	Ded. then 80%	NCS-USPSTF	Ded. then 80%
Urgent Care	$50 copay	Ded. then 80%	$50 copay	Ded. then 80%	$50 copay	Ded. then 80%
Emergency Room	$100 copay then 90%		$100 copay then 90%		$100 copay then 90%	
Vision Exam	NCS-USPSTF	Ded. then 80%	NCS-USPSTF	Ded. then 80%	NCS-USPSTF	Ded. then 80%
Inpatient Hospital	Ded. then 90%	Ded. then 80%	Ded. then 90%	Ded. then 80%	Ded. then 90%	Ded. then 80%
Outpatient Hospital	Ded. then 90%	Ded. then 80%	Ded. then 90%	Ded. then 80%	Ded. then 90%	Ded. then 80%
Prescription Drugs	$12/30/60 copay tier 1/2/3; Mandatory generic; MO $24/75/150	50%, min. $60	$12/30/60 copay tier 1/2/3; Mandatory generic; MO $24/75/150	50%, min. $60	$12/30/60 copay tier 1/2/3; Mandatory generic; MO $24/75/150	
Mental Health (Biologically Based)						
Inpatient	Ded. then 90%	Ded. then 80%	Ded. then 90%	Ded. then 80%	Ded. then 90%	Ded. then 80%
Outpatient	$25 copay	Ded. then 80%	$25 copay	Ded. then 80%	$25 copay	Ded. then 80%

Monthly Premium	NOACC/Current Rates	Subs.	Premium	NOACC/Renewal Rates	Subs.	Premium		OSBC Rates	Subs.	Premium	
Single	$606.35	40	$24,254.00	$601.80	40	$24,072.00		$603.06	40	$24,122.40	
Employee + One	$1,249.09	22	$27,479.98	$1,239.72	22	$27,273.84		$1,266.41	22	$27,861.02	
Employee + Children	$1,173.29	7	$8,213.03	$1,164.49	7	$8,151.43		$1,025.20	7	$7,176.40	
Family	$1,891.83	52	$98,375.16	$1,877.64	52	$97,637.28		$1,779.02	52	$92,509.04	
Waiver		31			31				31		
Not Eligible		4			4				4		
Total		156			156				156		
Monthly Total			$158,322.2			$157,134.6				$151,668.9	
Annual Total			$1,899,866			$1,885,615	-0.75%			$1,820,026	-4.2%
Annual impact versus current:			N/A			-$14,251				-$79,840	

GROUP DENTAL BENEFIT SUMMARY FOR: GEAUGA COUNTY ESC

Proposal Date: July 24, 2017				
Renewal Date: September 1, 2017				
Page 1/1	***PPO Option***		***PPO Option (POS)***	
Carrier	***Anthem***		***Delta Dental***	
Plan Type	**PPO**		**PPO**	
CALENDAR YR. DEDUCTIBLE	**Network**	**Non-Network**	**Network**	**Non-Network**
- Per Individual	$25 per individual	$25 per individual	$25 per individual	$25 per individual
- Per Family	$75 per family	$75 per family	$75 per family	$75 per family
- Deductible Waived for Preventive	Yes		Yes	
DENTAL BENEFITS	**Network**	**Non-Network**	**Network**	**Non-Network**
- Type 1 - Preventive/Diagnostic	100% (No Ded.)	100% (No Ded.)	100% (No Ded.)	100% (No Ded.)
- Type 2 - Basic Services	Ded. then 100%	Ded. then 100%	Ded. then 100%	Ded. then 100%
- Type 3 - Major Services	Ded. then 60%	Ded. then 60%	Ded. then 60%	Ded. then 60%
- Type 4 - Orthodontia for Children	50% (under age 19)		50% (under age 19)	
- Endodontic & Peridontal Services	Basic services		Basic services	
REIMBURSEMENT PERCENTILE	Contracted rate	90th percentile R & C	Contracted rate	90th percentile R & C
ANNUAL MAXIMUM				
- Type 1, 2 and 3 Services	$1,500 per individual/cal. yr.		$1,500 per individual/cal. yr.	
- Type 4 Services (children-to age 18)	$1,500 per lifetime		$1,500 per lifetime	
WAITING PERIODS				
- Type 1 Services (Preventive)	None		None	
- Type 2 Services (Basic)	None		None	
- Type 3 Services (Major)	None		None	
- Type 4 Services (Orthodontia for Children)	None		None	
- New Employees	None		None	
- Late applicant	0/12/12/12		0/12/12/12	
DEPENDENT AGE	To age 26		To age 26	
PARTICIPATION REQUIREMENT	75%		75%	
EMPLOYER CONTRIBUTION	Contributory		Contributory	
EMPLOYEE HRLY. REQUIREMENT	20 hours/week		20 hours/week	
RATE GUARANTEE	***24 months-thru August 31, 2018***		***24 months***	
MONTHLY RATES:	***Subs***	***Premium***	***Subs***	***Premium***
- Employee	(41)	$32.84	(41)	$27.44
- Employee + Sp.	(25)	$104.56	(25)	$87.95
- Employee + Child(ren)	(8)	$104.56	(8)	$87.95
- Family	(69)	$104.56	(69)	$87.95
TOTAL MONTHLY PREMIUM	***$12,011.56***		***$10,095.94***	
ANNUAL PREMIUM	***$144,138.72***		***$121,151.28***	
PERCENT CHANGE	***0.0%***		***-16.0%***	

Note: The above information includes highlights of the proposed benefits. Benefits and rates can change depending on actual enrollment. The benefit information provided above is only a summary of the plan of benefits. For a complete description of benefits and exclusions under the plan, please request a Certificate of Coverage.

Prepared by: Taylor Insurance Group Phone: 330-963-8255 Toll-Free 1-888-963-8255 Fax: 330-963-3717

Opening Day Agenda

If everyone is moving forward together, then success takes care of itself. – Henry Ford

Health Screenings will take place in Room 20C

8:15-8:30 Sign in

8:30-9:30

- Housekeeping announcements
- Jennifer Felker staff welcome
- Slide show along with brief program description and staff introductions

9:30- 10:30

- Website (quick overview of staff forms, procedure for getting things posted, etc.)
- LPDC and Kiosk
- College credit opportunities
- Treasury Department (requisitions, mileage, PD approval etc.)

10:30-11:30

- Insurance update
- Teledoc, Flex spending, Life insurance

11:30 - Non- union personnel are dismissed to cafeteria for lunch

11:30-12:00 Union meeting

12:00-12:30 Lunch in cafeteria for union members

*** We will start moving people back to auditorium and will start as soon as everyone is settled

12:30-1:45

- Call off procedure (Renhill v. Non- Renhill)
- Public School Works
- Closing remarks

1:45-2:45 Team meetings **–see reverse side for locations**

Opening Day Agenda

Presentation A- GYC School, Social Workers, Parent Mentor

Presentation B- Gaitway High school

Room 18 C – Carrington School

Room 16 C- Vocational Consortium

Room 14 C-Early Childhood Education/ Geauga Preschool

Room 12 C- Occupational therapists, Physical therapists, Adaptive physical education, Speech and Language pathologists, Vision and Psychologists

Room 10 C – Geauga Achieve

Room 8C – S.T.A.R.S

Pepple & Waggoner

ATTORNEYS AT LAW

SCHOOL LAW UPDATE SEMINAR

Glenmoor Country Club Canton, Ohio Thursday, September 21, 2017	Hilton Columbus at Easton Columbus, Ohio Thursday, September 28, 2017	DoubleTree by Hilton Independence Independence, Ohio Wednesday, October 11, 2017

8:20 – 8:50	**REGISTRATION**	
8:50 – 9:00	**INTRODUCTION**	
9:00 – 9:30	**SMART BARGAINING: HOW TO SAVE TIME AND MONEY FOR YOUR DISTRICT** • Properly Preparing for Bargaining • Best Bargaining Formats • Recent Trends in Employee Salary Increases • Techniques for Closing the Deal	Kevin J. Locke, Esq.
9:30 – 10:00	**STICKS AND STONES AND LAWSUITS: INVESTIGATING AND RESPONDING TO STUDENT BULLYING, HAZING, AND HARASSMENT** • Statutory Policy Requirements • Investigating Accusations • Social Media Considerations • What is Bullying, Hazing and Harassment	Jacqueline Walsh Brickman, Esq.
10:00 – 10:15	**BREAK**	
10:15 – 10:45	**IMPOSING STUDENT DISCIPLINE THAT SURVIVES LEGAL CHALLENGE** • Conducting Suspension and Expulsion Hearings • Due Process Considerations • Investigating Student Conduct • Required Forms and Notices	Daniel L. Lautar, Esq.
10:45 – 11:15	**LEGAL RIGHTS AND WRONGS FOR HIRING EMPLOYEES** • Legally Permitted Pre-employment Inquiries • Drug Testing Before and After Employment • Criminal and Credit Background Checks • Using the Internet	Donna M. Andrew, Esq.
11:15 – 11:45	**PLANNING AND LEGALLY CONDUCTING BOARD MEETINGS** • Special Meeting Notice Requirements • Permissible Executive Session Subjects • Disruptive Parents and Staff • When is a Meeting a "Meeting"?	Christian M. Williams, Esq.

11:45 – 12:45	**LUNCH**	
12:45 – 1:15	**AVOIDING ETHICAL CONFLICTS FOR BOARDS OF EDUCATION AND ADMINISTRATORS** • Hiring Family Members • Incompatible Positions • Improper Use of Authority or Position • Avoiding the Appearance of Impropriety	William C. Pepple, Esq.
1:15 – 1:45	**CURRENT ISSUES IN SPECIAL EDUCATION** • Status of the FAPE Standard • Recent Guidance on Providing FAPE to Students in Separate Facilities • Dealing with Custodial Arrangements and the Parental-Rights Questions that Arise • Responding to Educational Records Requests	Megan D. Maurer, Esq.
1:45 – 2:00	**BREAK**	
2:00 – 2:30	**IS THAT YOU, GOD? RELIGION AND SCHOOLS** • Student Lead Prayer • When is Religion in the Schools Permitted? • Student v. Employee Lead After-School Activities • Avoiding the Promotion of Religion at Student Assemblies	Brian J. DeSantis, Esq.
2:30 – 3:00	**LEVY CAMPAIGNS: GETTING OUT THE VOTE WITHOUT GETTING INTO TROUBLE** • Use of School Facilities and Equipment • Advertising on School Property and Use of Social Media • Use of School Employees • Conducting Public Polling	Milko Cecez, Esq.
3:00 – 3:30	**CASE LAW AND LEGISLATIVE UPDATE**	Taryn A. Weiss, Esq.

Sotkovsky Sue

From: Felker Jennifer
Sent: Friday, July 28, 2017 11:39 AM
To: Sotkovsky Sue; Eggers Dana; Ludwig Robin
Subject: Fwd: Letter of Resignation

FYI

Sent from my iPhone

Begin forwarded message:

> **From:** "Chambers, Kelly" <kelly.chambers@geaugaesc.org>
> **Date:** July 28, 2017 at 11:12:54 AM EDT
> **To:** Felker Jennifer <jennifer.felker@geaugaesc.org>
> **Cc:** "robin.ludwg@geaugaesc.org" <robin.ludwg@geaugaesc.org>
> **Subject: Letter of Resignation**
>
> Jennifer Fealker
> Geauga Educational Service Center Superintendent
> Geauga County ESC
> 470 Center St
> Chardon Ohio, 44024
>
> 7/28/17
>
> Dear Jennifer,
>
> This letter is to officially inform you that I wish to resign from my position as a Certified Occupational Therapy Assistant at the Geauga County Educational Service Center. I will not be renewing my contract for the 2017/2018 school year.
>
> I would like to express that the decision to tender my resignation did not come easily. I am ever grateful for the time I spent serving the county and the experience I take with me as I begin my position with Kenston Local Schools. It has truly been a pleasure working with the students and staff of the Geauga County ESC.
>
> I wish all of you the best as you embark on a new school year!
>
> Yours Sincerely,
>
> Kelly Chambers

Geauga County
EDUCATIONAL SERVICE CENTER

470 Center St., Bldg #2
Chardon, OH 44024
Ph: (440) 279-1705 Fax: (440) 286-7106

Stephen V. Young, Ed.D.
Higher Education Liaison

To: Geauga County Educational Service Center
Board of Education
Jennifer Felker, Superintendent
Sue Sotkovsky, Treasurer

From: Dr. Stephen Young

Date: August 15, 2017

Dear GCESC Board Members, Superintendent Felker, Treasurer Sotkovsky,

Please accept this letter as an indication of my intent to resign my part-time position with the GCESC effective today, August 15, 2017.

I want to thank you for the opportunity and the privilege of working with the GCESC community for the past several years. I have enjoyed all the many professional experiences and the friendship of my GCESC colleagues.

If it is appropriate, I am most interested in continuing to be involved in the work of the GCESC on a volunteer basis.

Again, thank you.

Sincerely,

Stephen V. Young, Ed.D.

Sotkovsky Sue

From: Ferrazza, Susan
Sent: Thursday, August 24, 2017 8:45 AM
To: Felker Jennifer
Cc: Sotkovsky Sue
Subject: part time

Good morning,
This email is in regards to working part time this year. I am requesting to work .50 as per my discussion with Shelby Kaminsky. If you have any question please let me know.
Thank you
Susan

August 11, 2017

Geauga County Educational Service Center Board
470 Center Street Bldg 2
Chardon, Ohio 44024
(440) 279-1700

Dear Superintendent Jennifer Felker and Board,

My name is Judy Tvergyak and I am an Occupational Therapy Assistant working at West Geauga Local Schools Achieve Program. I am writing this letter to request a change in contract for the upcoming school year. Beginning this fall of 2017, I am requesting to reduce my scheduled contract days from 148 to 120 due to my mother's recent health issues and care required.

Thank You for your time and consideration!

Sincerely,

Judy Tvergyak

Judy Tvergyak, COTA/L
Certified Occupational Therapy Assistant/Licensed
judy.tvergyak@geaugaesc.org
(440) 477-7324

SEPTEMBER 2018 SUBSTITUTE LIST

First Name	Last Name	Certification
Cheryl	Abbarno	S-T Sub Gen. Educ.
John	Amantea	L-T Sub 7-12 Integ. LA
Larissa	Bailey	S-T Sub Gen Educ
Pennie	Baptie	7-12 Phys Scie, Chem, Physics
Katie	Barton	4 Yr. P-3
Jeannie	Besand	5 Yr. K-12 SBH, SLD, DH
Kathleen	Bosl	S-T Sub Gen. Educ.
Jennifer	Bracken-Mausel	School Counselor
Donna	Brown	4 Yr K-12 Mild/Mod
Mary	Buckey	5 Yr. Prof. 1-8
Diane	Buyarski	L-T Sub P-3
Joyce	Campbell	L-T 7-12 Integ. Soc. Stud
Marie Ann	Cavotta	5 Yr. Prof 7-12 French, Spanish
Chelsie	Christian	4 Yr. 4-9 Math, SS, Rdg.
Zachary	Colegrove	4 Yr. 7-12 Integ. SS
Betty	Daily	5 Yr. Prof. 1-8
Leah	Davis	S-T Gen Educ
Danielle	Day	S-T Sub Gen Educ
Quren	DeJarnette	S-T Sub Gen Educ
Roberta	Dobay	Educational Aide-ESEA
Kathleen	Doyle	Perm 1-8
Darlene	Duralia	S-T Sub Gen. Educ.
William	Feisley	4 Yr. 7-12 Integ SS
Stephanie	Fenton	L-T Sub P-3
Shaun	Forbes	L-T P-12 Phys. Educ
Vincent	Frusteri	L-T 7-12 Integ. SS
Darleene	Fugedy	S-T Sub Gen. Educ.
Kathleen	Gaggiani	S-T Sub Gen. Educ.
Deborah	Gallagher	S-T Sub Gen. Educ.
Brent	Gardner	Perm 1-8, Gifted Interv. Spec
Ronald	Grant	Perm. 1-8
Carrie	Hambly	S-T Sub Gen. Educ.
Danette	Harlow	L-T Sub 4-9 LA, Rdg, P-3
Kim	Hauser	4 Yr. P-3, K-12 Rdg.
Jacqui	Herringshaw	S-T Sub Gen Educ
Lorelei	Hogan	Educ. Aide - ESEA
Rebecca	Huffstutler	4 Yr. 4-9 Lang Arts, Rdg, SS
Catherine	Hutz	4 Yr. PK-3
Nadina	Iadimarco	S-T Sub Gen Educ
Beth	Ivanovics	5 Yr. 1-8
Chelsie	Jackson	School Nurse &S-T Sub
Amanda	Kaiser	5 Yr. 4-9 Sci, SS
Emily	Kouwe	5 Yr. Prof. P-12 Music
Jennifer	Krutilla	5 Yr. 1-8, SBH, SLD, Supv.

Patrina	Leisure	7-12 Integ. Lang. Arts
Yolande	Margolin	Perm 1-8 SLD, SBH
Heidi	Mason	L-T 7-12 Life Sci, Phys Sci/Chem
Anthony	Matticoli	4 Yr. 4-9 Math, SS
Mandy	McClendon	5 Yr. Prof. P-3, K-12 Rdg,Mild/Mod
Leslie	McKnight	L-T Sub P-12 Health
Beverly	Meyer	S-T Sub Gen. Educ.
Heather	Mushrush	5 Yr. Prof. 7-12 SS
John	Naples	L-T Sub 7-12 Integ. LA
Jennifer	Neiding	S-T Sub Gen Educ
Krista	New	5 Yr. K-8
Joseph	Orosz	7-12 Integ. SS
Denny	Ostrander	S-T Sub Gen Educ
Chelsea	Paglia	4 Yr. P-3
Ashley	Pasquale	4 Yr. P-3
Mindy	Patterson	S-T Sub Gen Educ
Jason	Peck	5 Yr. L-T Sub 4-9 Lang Arts, SS
Laura	Penkava	5 Yr 4-9 LA, Rdg, SS
Mary	Peterson	S-T Gen Educ
Andrew	Pohl	5 Yr. PK-6 Princ, 4-9,7-12 Hist
Linda	Prusha	L-T Sub P-12 Music
Kelly	Queen	S-T Sub Gen. Educ.
Grace	Remington	Educational Aide
Erika	Reynolds	4 Yr. 7-12 Integ Lang Arts
Kate	Ritchie	4 Yr. 4-9 Lang Arts, Rdg, SS
Ray	Ritchie	Educational Aide-ESEA
Michael	Roth	4 Yr. P-3, 4-5 Early Childhood
Margaret	Scully	Perm 7-12 Biology, Gen. Sci
Christine	Sheehy	L-T sub 4-9 Lang Arts, Rdg, SS
Sarah	Tedrick	S-T Sub Gen. Educ
Nicole	Toomey	4 Yr. P-12 Art & S-T Sub Gen
Jennifer	Trittschuh	5 Yr. Prof. School Nurse- ONLY
Charleton	Uveges	4 Yr. 7-12 Integ. LA
Roger	Vasey	5 Yr. L-T 7-12 Integ. SS
Tina	Veasey	L-T Sub P-3
Rebecca	Weinfurtner	5 Yr. Prof. 7-12 Integ. Sci
Wesley	Wertz	S-T Sub Gen. Educ.
Petra	Zerbian	5 Yr. Prof K-12 DH, SBH, SLD

TPP

TPP CONTRACT AND JOB DESCRIPTION

Contractor Name: Jessica Gaia 8542 Mulberry Rd. Chesterland 44026

Position(s): E Risk Coordinator and Classroom Instructor

Responsibilities: Development, coordination and classroom facilitation in TPP's E Risk/ Relationships in a Digital World program. Classroom programs exist in 6th and 7th grade, development is ongoing in 8th grade and parent education programs. This position works in conjunction with both TPP and Youth Led prevention programs, and will be a primary component of TPPs marketing and community awareness/social media campaign in 2017-18.

In addition to development and coordination duties, contractor will post service numbers for all initiatives (including web site hits, evening events and classroom participation) on the TPP calendar. Duties include assisting in the development and implementation of support activities in schools in regard to social media and Internet Safety, attendance at all instructor meetings, student evaluation form development and proctoring , and posting web site and social media updates (articles, parent information, fun facts) on a weekly basis.

Parameters: Contract runs September 1,2017 through June 30, 2018.
Contract amount is contingent on the receipt of full funding from current revenue sources: Job and Family Services and school contracts. This contract can be terminated by ESC with 2 weeks' notice for attendance issues, poor job performance, or inability to fulfill the contract requirements for any reason. .

Contract Hours, Rate and Procedure
This contract is paid in 10 equal installments of $1500.00 per month for the contract period. No mileage charges are provided nor taxes withheld. Provision of a 1099 form will be mailed in January.
Invoice should be provided to the TPP Director on the last day of every month for submission to the board on the first of following month.

Total Contract
Not to exceed $15,000.00

Signature_____ **Date**_____

Director_____ **Date**_____

TPP

TPP CONTRACT AND JOB DESCRIPTION

Contractor Name: Jessica Gaia 8542 Mulberry Rd. Chesterland OH 44026

Position(s): TPP Trainee and Classroom Instructor

Responsibilities: Individual and group training as well as classroom observation is required of all new TPP instructors. Once trained this contractor will be the primary instructor in TPP 's , 6th grade, and 8th grade programs, and secondary instructor in 9th grade, 5th grade, 7th grade and RRR programs.
Primary duties include classroom instruction, provision of input into adapting classroom and school activities, and being observed and trained by director and current instructors for quality control purposes.

Secondary duties include posting of service numbers on TPP calendar on a weekly basis, assisting in the development and implementation of support activities in schools, attendance at all instructor meetings, student evaluation proctoring if needed, and participation in marketing and community awareness activities and events as requested.

Parameters: Contract runs September 1,2017 through June 30, 2018.
Contract amount is contingent on the receipt of full funding from current revenue sources: Job and Family Services and school contracts. This contract can be terminated by ESC with 2 weeks' notice for attendance issues, poor job performance, or inability to fulfill the contract requirements for any reason.

Contract Hours, Rate and Procedure
All teaching days and full day training days are paid at $100.00/day. Instructor meetings, single classroom observation, evening/community events, and half day trainings are paid at $50.00.day.
No mileage charges are guaranteed under this contract, nor taxes withheld. Provision of a 1099 form will be mailed in January.
Invoice should be provided to the TPP Director on the Thursday after the second Tuesday each month.

Total Contract
Not to exceed $15,000.00.

Signature_____ **Date**_____

Director_____ **Date**_____

TPP

Teen Pregnancy Prevention

TPP Consultant Contract

Contractor Name: Jennie Canganelli
7425 Jeremy Ave. Mentor OH 44060

Position: TPP Instructor

Responsibilities: Primary instruction duties will be in the 7th and 8th grade TPP programs, Instruction duties include classroom facilitation, teacher check-ins, and dissemination and collection of any support activities (letters to self, program evaluations etc). Instructors are also required to post numbers served each week on the TPP calendar.
Secondary responsibilities will be observation and training in 2 additional TPP programs, and training new instructor(s) in 7th and 8th grade programs.

Additional duty for 2017-18 school year for all TPP instructors is weekly participation in marketing and social media campaign. Instructors will promote new media sources to classrooms and teachers, be responsible for monitoring and reporting impact, and providing articles, classroom updates and relevant information for the site. Work done on off classroom time is a billable day.

Parameters: Contract runs September 1, 2017 through May 30, 2018. Contract will consist of up to twelve 7th grade programs, up to eight secondary programs, up to 4 training sessions, 4 new instructor observation/trainings, and 4 instructor meetings. No mileage or benefits apply to contractual workers. Contract workers are provided with a 1099 and are responsible for all tax obligations. *Contract is contingent on the receipt of full funding from current revenue sources*

Contract Rate: Teaching days and full day training days are paid at $110.00/day, and $60.00/day for instructor meetings, evening/community events, and half day trainings.

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Invoice Procedure
Invoice should be provided to the TPP Director on the last day of every month for submission to the board on the first of following month.

Contract
Not to exceed $15,000.00

Instructor Signature_____ **Date**_____

Director Signature _____ **Date**_____

TPP

Teen Pregnancy Prevention

TPP Consultant Contract

Contractor Name: John Brady 2387 Professor Ave. Cleveland Ohio, 44113

Position Title : Research Assistant and Social Media/Web site developer

-Responsibilities:
This position holds the following responsibilities for all three TPP programs; TPP, E Risk/Digital World and Youth Led Prevention. The purpose is to support and modernize classroom initiatives, increase TPPs media presence, promote TPP programs, and improve needs assessment and data collection for program monitoring purposes.

Research Assistant
-Construction of new survey instruments in online platforms.
- Utilize online tools for program feedback and needs assessment purposes such as Survey Monkey and Google Survey.
-Data Entry, data analysis and reporting

Development
-Redesign TPP Parent Facebook page
-Reconstruct and maintain parent-teen web site, TPP and YLP sites and web presence.
-Advise and assist in the development media plans and online activities for TPP promotional and community awareness campaign 2018.
-Research and advise on fundraising strategies in online platforms.
-This contract assumes attendance at instructor, staff or board meetings for the presentation of material if requested.

Parameters:
-Contract runs September 1, 2017 through June 30, 2018.
-No mileage or benefits apply to contractual workers.
-Contract workers are provided with a 1099 and are responsible for all tax obligations.
-Contract is contingent on the receipt of full funding from current revenue sources

Contract Rate and Invoice procedure
Services are paid at a rate of $20.00 per hour. Total contract not to exceed $10,000.00.
Invoice should be provided to the TPP Director on the last day of every month for submission to the board on the first of following month.

Instructor Signature_____ **Date**_____

Director Signature _____ **Date**_____

TPP

TPP Contract and Job Description

Contractor Name: Stephanie Weemhoff
8480 Lakeshore Dr.
Chagrin Falls, OH 44023

Position(s): TPP Classroom Instructor

Responsibilities:
Facilitation of all RRR programs scheduled during the 2017-18 school year, and 4-5 8th grade programs. Fee for service contract responsibilities include classroom instruction duties, training and observing new instructors in RRR, checking in with classroom teacher as a resource, and posting service numbers on TPP calendar weekly.

Additional duty for 2017-18 school year for all TPP instructors is weekly participation in marketing and social media campaign. Instructors will promote new media sources to classrooms and teachers, be responsible for monitoring and reporting impact, and providing articles, classroom updates and relevant information for the site. Work done on off classroom time is a billable day.

All instructors are required to attend 4 instructors' meetings a year, required trainings, attend evening presentations upon request of director, and be observed by TPP Director throughout the year for quality assurance purposes.

Invoice Hours and Procedure
Contract is to be paid monthly at a rate of $110/day for classroom instruction and full day trainings, and $60.00/day for instructor meetings, community events and half day trainings.
Invoice should be provided to the TPP Director on the last day of every month for submission to the board on the first of following month.

Parameters
This contract can be cancelled by TPP without notice for the following reasons: Tardiness, non-attendance at assigned classroom presentations or any actions outside individual school policies. *This contract is contingent on full JFS and school contract funding.* No mileage reimbursement under this contract or taxes withheld. A 1099 will be provided in January.

Total Contract not to exceed $ 6,000.00

Signature_____ **Date**_____

Director Signature_____ **Date**_____

NEW MEMBER AGREEMENT

This New Member Agreement (this "Agreement") is entered into as of the date of last execution below by and between Ohio School Benefits Cooperative (the "Consortium") and GEAUGA COUNTY ESC (the "District").

WHEREAS, the District desires to become a Consortium Member in accordance with the Consortium's Amended and Restated Consortium Agreement, as hereafter may be amended at any time or from time to time (the "Consortium Agreement") and upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Consortium desires to admit the District as a Consortium Member in accordance with the Consortium Agreement and upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants, agreements and conditions set forth hereinafter, the Consortium and the District agree as follows:

1. The District shall be admitted as a Consortium Member, effective 9/1/17. Upon execution of this Agreement, the District shall pay to the Consortium a membership fee in the amount of five hundred dollars ($500). If the District withdraws from the Consortium, in accordance with the Consortium Agreement, within two (2) years after the foregoing effective date of the District's membership, the membership fee shall be refunded to the District, without interest. The District also agrees to send to the Fiscal Agent all premium payments and other amounts in accordance with the Consortium Agreement.

2. The District acknowledges that it has received and reviewed carefully a copy of the Consortium Agreement, and hereby agrees to comply with all terms and conditions of the Consortium Agreement, as well as all actions of the governing bodies of the Consortium.

3. The District acknowledges and agrees that it is required, as provided in the Consortium Agreement, to enroll in a medical benefit program (i.e., fully-funded medical coverage or stop loss insurance coverage with third party administration services for self-insured medical coverage) offered by or through the Consortium no later than the first renewal of the District's medical benefit program after joining the Consortium. To the extent available in a medical benefit program offered by or through the Consortium, the District may determine and specify the level, terms and conditions of individual benefits to be offered to its Employees, their eligible dependents and designated beneficiaries.

4. The District acknowledges and agrees that it shall not be permitted to change the funding method (i.e., self-insured or fully-funded) for its benefits more often than once every three (3) years.

5. Unless otherwise provided in this Agreement, capitalized terms shall have the same meanings as set forth in the Consortium Agreement.

6. This Agreement may be amended, superseded, or canceled, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

7. Neither party hereto shall assign its rights under this Agreement without the prior written consent of the other party.

8. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Ohio, without giving effect to its conflict of laws provisions.

9. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

10. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which shall constitute one and the same Agreement.

11. The use of the masculine, feminine or neuter genders, and the use of the singular and plural, shall not be given any effect of exclusion or limitation in this Agreement.

IN WITNESS WHEREOF, by their duly authorized representatives, the parties have executed this Agreement on the dates set forth below.

OHIO SCHOOL BENEFITS COOPERATIVE	GEAUGA COUNTY ESC **DISTRICT**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

OHIO SCHOOL BENEFITS COOPERATIVE

AMENDED AND RESTATED CONSORTIUM AGREEMENT

SIGNATURE PAGE

The undersigned has caused this Agreement to be signed on its behalf by its duly authorized Superintendent/Chairperson pursuant to a duly adopted authorizing resolution, on the date indicated below his or her signature.

GEAUGA COUNTY ESC

By: _____

Title: _____

Date: _____

Geauga County
EDUCATIONAL SERVICE CENTER

School District Service Agreement
between the
Geauga County Educational Service Center Governing Board
and the
Hudson City School District Board of Education
Pursuant to R.C. 3313.845
2017-2018 School Year

This AGREEMENT ("Agreement") is made by the Hudson City School District Board of Education ("Board" or "District") and the Geauga County Educational Service Center Governing Board ("Geauga County ESC").

WHEREAS, this is an agreement for the provision of services under R.C. 3313.845. This is not an alignment agreement pursuant to R.C. 3313.843(D).

WHEREAS, pursuant to R.C. 3313.845, the board of education of a city, exempted village, local, or joint vocational school district and the governing board of an educational service center **may** enter into an agreement under which the educational service center will provide services to the school district. Services provided under the agreement and the amount to be paid for such services shall be mutually agreed to by the district board of education and the service center governing board, and shall be specified in the agreement. Payment for services specified in the agreement shall be made pursuant to the terms of that agreement. If specified in the agreement as the manner of payment, the department of education shall pay the service center the amount due to it under the agreement and shall deduct that amount from the payments made to the city, exempted village, local, or joint vocational school district under R.C. Chapter 3317.

WHEREAS, the Board desires to enter into an agreement with the Geauga County ESC pursuant to R.C. 3313.845 for the provision of services as set forth in this Agreement.

WHEREAS, this Agreement shall be filed by the Geauga County ESC with the Ohio Department of Education by July 1, 2017, and as may be amended from time to time.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

B. All costs for Cooperative Programs, as set forth in Section 1(C), will be calculated based on the total cost of the program divided by the number of participating students, unless specifically set forth otherwise in this Agreement. The cost of each Cooperative Program includes the actual cost of all teachers, aides, and related services providers serving the classroom, including, but not limited to, salary, fringe benefits, and retirement; purchased services, including, but not limited to, the cost of substitute teachers and staff training; expenses for supplies, materials, and equipment used in the Cooperative Program; technical services and on-line computer utilization; and rent, if charged. The cost of related service providers is not included in the total cost for the Multiple Disabilities program or the Preschool program. Related services for the Multiple Disabilities Program and Preschool program must either be provided by the Board or purchased separately from the Geauga County ESC. The Board will be billed for the total number of its students participating in each Cooperative Program multiplied by the average per student cost of the Cooperative Program. A student's enrollment in a Cooperative Program is based on the student's first day of attendance through the student's official withdrawal date. If the Board requests to maintain a position in a Cooperative Program for a student in alternative placement, the Board will be billed at the normal daily rate. For billing purposes, any portion of a day is considered a full day.

C. The Board is responsible for paying excess costs related to the needs of an individual student beyond those included in the cost of a Cooperative Program (e.g., aide, special equipment, additional psychological services, transportation, etc.). Such additional excess cost services will not be implemented by the Geauga County ESC without agreement from the Board and inclusion in the student's Individualized Education Program. If the home district does not agree to an excess cost as recommended by the Management Board, a recommendation for a resolution will be forwarded to the Governing Board.

D. The following Related Services set forth in Section 1(D) will be billed annually: N/A.

E. The following Related Services set forth in Section 1(D) will be billed at an average per diem rate based on the total cost of all the specific Related Service providers employed by the Geauga County ESC: N/A

F. The "actual cost" of all Related Service providers employed by the Geauga County ESC includes, but is not limited to, salary, unemployment, health insurance, severance, liability insurance, worker's compensation, and other fringe benefits.

the Geauga County ESC an amount equal to estimated cost of services pursuant to R.C. 3313.845 or applicable law by having this amount deducted from the Board's state foundation payments and paid instead to the Geauga County ESC by executing Exhibit A, attached hereto, and filing the same with the Ohio Department of Education. By executing this Agreement, the Board specifically authorizes and directs its Superintendent and Treasurer to annually complete Exhibit A in the amount of the estimated cost of services under this Agreement and file the same with the Ohio Department of Education. Both the Board and the Geauga County ESC understand and agree that this amount is based on estimated costs only. In the event state law no longer allows payment to be made by having the Ohio Department of Education deduct the amount due and owing to the Geauga County ESC under this Section from the Board's state foundation payments and pay such amount directly to the Geauga County ESC pursuant to R.C. 3313.845 or other applicable law, the Board agrees to instead tender the total amount due and owing to the Geauga County ESC under this Section directly to the Geauga County ESC.

iii. If, at the conclusion of the term of this Agreement, the actual cost of services provided to the Board by the Geauga County ESC under this Agreement exceeds the estimated cost, the Board shall directly pay the Geauga County ESC the difference between the actual cost and the estimated cost immediately upon demand. Specifically, the Geauga County ESC shall invoice the Board for the excess cost and the Board shall tender the invoiced amount directly to the Geauga County ESC within 30 days of receipt of said invoice. If the invoice remains unpaid beyond 90 days from the date of billing, it will incur a 5% late fee.

iv. If, at the conclusion of the term of this Agreement, the actual cost of services provided to the Board by the Geauga County ESC under this Agreement is less than the amount already paid by the Board to the Geauga County ESC under this Agreement, the Geauga County ESC shall reimburse to the Board the difference between the actual cost and the amount already paid by the Board to the Geauga County ESC by providing the Board with a credit in that amount towards the cost of services to be provided by the Geauga County ESC to the Board during the following school year. In the event the Board will not receive services from the Geauga County ESC during the following school year or the cost of the services the Board will receive from the Geauga County ESC is less than the amount owed to the Board by the Geauga County ESC, the Geauga County ESC shall pay the difference directly to the Board.

v. Throughout the term of this Agreement, the Board may find it necessary to request additional services from the Geauga County ESC. The Geauga

under this Agreement, and the Geauga County ESC). Each entity described in Section 4(A) of this Agreement shall be entitled to one (1) vote. The Superintendent or Treasurer of an entity described in Section 4(A) of this Agreement may appoint a designee to vote on their district's behalf if neither the Superintendent nor Treasurer are able to attend a Management Board meeting where a vote under this Section is taking place. The Superintendent of the Geauga County ESC shall be solely responsible for determining what constitutes a "significant revision" to the programs and services offered by the Geauga County ESC for the purposes of this section.

E. The Geauga County ESC will ensure that minutes are recorded at all Management Board meetings. The Geauga County ESC will provide the minutes of every Management Board meeting to all members of the Management Board within a reasonable time following the meeting.

5. EVALUATIONS

All personnel serving individual classroom units will be directly supervised by the responsible Geauga County ESC supervisor in conjunction with the district level administrators or as otherwise agreed by the Management Board. Evaluations will be completed as guided by the negotiated agreement and policies of the Geauga County ESC. All persons employed by the Geauga County ESC to serve more than one classroom will be evaluated as directed by the Geauga County ESC's Superintendent. All teacher evaluations will be completed in compliance with applicable law. The Geauga County ESC is not responsible for evaluating any Board personnel providing services in Geauga County ESC operated programs. The Board is also solely responsible for evaluating personnel hired through the Geauga County ESC and assigned to the District, as listed in Section 1(E). Moreover, the Board shall be solely responsible for any consequences (e.g., costs associated with the renewal of employment contracts due to failure to evaluate) relating to the Board's failure to evaluate personnel hired through the Geauga County ESC and assigned to the District, as listed in Section 1(E).

6. LICENSURE/CERTIFICATION

The Geauga County ESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the Geauga County ESC for inspection, upon request, by the Board.

7. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Geauga County ESC will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to

12. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

<u>If to the Geauga County ESC</u>:
Geauga County Educational Service Center
c/o Treasurer and Superintendent
470 Center Street, Building 2
Chardon, Ohio 44024

<u>If to the District</u>:
Hudson City Schools
c/o Phillip Herman
2400 Hudson Aurora Rd.
Hudson, OH 44236

13. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Geauga County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

14. FORCE MAJEURE

Neither the Board nor Geauga County ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

16. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto. Any such amendment to this Agreement shall be accomplished by the parties completion and execution of the addendum template attached hereto as Exhibit B. This Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the Board and/or Geauga County ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local

under a group health plan that is affordable and provides minimum value, if required under the Patient Protection and Affordable Care Act.

20. MEDICAID SCHOOL PROGRAM

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

21. CANCELLATION OF RELATED SERVICE OR PROGRAM

The Geauga County ESC reserves the right to cancel any one or all of the services and programs listed in Section 1 of this Agreement if an insufficient number of districts elect to participate in a particular program or related services, or if the Geauga County ESC incurs a discontinuation or reduction of funds. Notice of such cancellation will be provided to the Board by the Geauga County ESC.

22. COUNTERPARTS

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

23. BINDING EFFECT

This Agreement shall not be binding until adopted by the Board and Geauga County ESC in public session and executed by the parties.

IN WITNESS THEREOF, the parties hereto have set their hands.

HUDSON CITY SCHOOLS
BOARD OF EDUCATION

By _____ 8/7/17
President (In his/her official capacity only) Date

And by _____ 08/07/17
Superintendent (In his/her official capacity only) Date

(In his/her official capacity only)

_____
Date

R.C. 3313.845 VERIFICATION

I hereby certify that a copy of this Agreement was sent to the Ohio Department of Education via Regular U.S Mail on _____.

_____
Superintendent (or designee), Geauga County ESC

Geauga County
EDUCATIONAL SERVICE CENTER

School District Service Agreement
between the
Geauga County Educational Service Center Governing Board
and the
Hudson City School District Board of Education
Pursuant to R.C. 3313.845
2017-2018 School Year

This AGREEMENT ("Agreement") is made by the Hudson City School District Board of Education ("Board" or "District") and the Geauga County Educational Service Center Governing Board ("Geauga County ESC").

WHEREAS, this is an agreement for the provision of services under R.C. 3313.845. This is not an alignment agreement pursuant to R.C. 3313.843(D).

WHEREAS, pursuant to R.C. 3313.845, the board of education of a city, exempted village, local, or joint vocational school district and the governing board of an educational service center **may** enter into an agreement under which the educational service center will provide services to the school district. Services provided under the agreement and the amount to be paid for such services shall be mutually agreed to by the district board of education and the service center governing board, and shall be specified in the agreement. Payment for services specified in the agreement shall be made pursuant to the terms of that agreement. If specified in the agreement as the manner of payment, the department of education shall pay the service center the amount due to it under the agreement and shall deduct that amount from the payments made to the city, exempted village, local, or joint vocational school district under R.C. Chapter 3317.

WHEREAS, the Board desires to enter into an agreement with the Geauga County ESC pursuant to R.C. 3313.845 for the provision of services as set forth in this Agreement.

WHEREAS, this Agreement shall be filed by the Geauga County ESC with the Ohio Department of Education by July 1, 2017, and as may be amended from time to time.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

B. All costs for Cooperative Programs, as set forth in Section 1(C), will be calculated based on the total cost of the program divided by the number of participating students, unless specifically set forth otherwise in this Agreement. The cost of each Cooperative Program includes the actual cost of all teachers, aides, and related services providers serving the classroom, including, but not limited to, salary, fringe benefits, and retirement; purchased services, including, but not limited to, the cost of substitute teachers and staff training; expenses for supplies, materials, and equipment used in the Cooperative Program; technical services and on-line computer utilization; and rent, if charged. The cost of related service providers is not included in the total cost for the Multiple Disabilities program or the Preschool program. Related services for the Multiple Disabilities Program and Preschool program must either be provided by the Board or purchased separately from the Geauga County ESC. The Board will be billed for the total number of its students participating in each Cooperative Program multiplied by the average per student cost of the Cooperative Program. A student's enrollment in a Cooperative Program is based on the student's first day of attendance through the student's official withdrawal date. If the Board requests to maintain a position in a Cooperative Program for a student in alternative placement, the Board will be billed at the normal daily rate. For billing purposes, any portion of a day is considered a full day.

C. The Board is responsible for paying excess costs related to the needs of an individual student beyond those included in the cost of a Cooperative Program (e.g., aide, special equipment, additional psychological services, transportation, etc.). Such additional excess cost services will not be implemented by the Geauga County ESC without agreement from the Board and inclusion in the student's Individualized Education Program. If the home district does not agree to an excess cost as recommended by the Management Board, a recommendation for a resolution will be forwarded to the Governing Board.

D. The following Related Services set forth in Section 1(D) will be billed annually: N/A.

E. The following Related Services set forth in Section 1(D) will be billed at an average per diem rate based on the total cost of all the specific Related Service providers employed by the Geauga County ESC: N/A

F. The "actual cost" of all Related Service providers employed by the Geauga County ESC includes, but is not limited to, salary, unemployment, health insurance, severance, liability insurance, worker's compensation, and other fringe benefits.

the Geauga County ESC an amount equal to estimated cost of services pursuant to R.C. 3313.845 or applicable law by having this amount deducted from the Board's state foundation payments and paid instead to the Geauga County ESC by executing Exhibit A, attached hereto, and filing the same with the Ohio Department of Education. By executing this Agreement, the Board specifically authorizes and directs its Superintendent and Treasurer to annually complete Exhibit A in the amount of the estimated cost of services under this Agreement and file the same with the Ohio Department of Education. Both the Board and the Geauga County ESC understand and agree that this amount is based on estimated costs only. In the event state law no longer allows payment to be made by having the Ohio Department of Education deduct the amount due and owing to the Geauga County ESC under this Section from the Board's state foundation payments and pay such amount directly to the Geauga County ESC pursuant to R.C. 3313.845 or other applicable law, the Board agrees to instead tender the total amount due and owing to the Geauga County ESC under this Section directly to the Geauga County ESC.

iii. If, at the conclusion of the term of this Agreement, the actual cost of services provided to the Board by the Geauga County ESC under this Agreement exceeds the estimated cost, the Board shall directly pay the Geauga County ESC the difference between the actual cost and the estimated cost immediately upon demand. Specifically, the Geauga County ESC shall invoice the Board for the excess cost and the Board shall tender the invoiced amount directly to the Geauga County ESC within 30 days of receipt of said invoice. If the invoice remains unpaid beyond 90 days from the date of billing, it will incur a 5% late fee.

iv. If, at the conclusion of the term of this Agreement, the actual cost of services provided to the Board by the Geauga County ESC under this Agreement is less than the amount already paid by the Board to the Geauga County ESC under this Agreement, the Geauga County ESC shall reimburse to the Board the difference between the actual cost and the amount already paid by the Board to the Geauga County ESC by providing the Board with a credit in that amount towards the cost of services to be provided by the Geauga County ESC to the Board during the following school year. In the event the Board will not receive services from the Geauga County ESC during the following school year or the cost of the services the Board will receive from the Geauga County ESC is less than the amount owed to the Board by the Geauga County ESC, the Geauga County ESC shall pay the difference directly to the Board.

v. Throughout the term of this Agreement, the Board may find it necessary to request additional services from the Geauga County ESC. The Geauga

under this Agreement, and the Geauga County ESC). Each entity described in Section 4(A) of this Agreement shall be entitled to one (1) vote. The Superintendent or Treasurer of an entity described in Section 4(A) of this Agreement may appoint a designee to vote on their district's behalf if neither the Superintendent nor Treasurer are able to attend a Management Board meeting where a vote under this Section is taking place. The Superintendent of the Geauga County ESC shall be solely responsible for determining what constitutes a "significant revision" to the programs and services offered by the Geauga County ESC for the purposes of this section.

E. The Geauga County ESC will ensure that minutes are recorded at all Management Board meetings. The Geauga County ESC will provide the minutes of every Management Board meeting to all members of the Management Board within a reasonable time following the meeting.

5. EVALUATIONS

All personnel serving individual classroom units will be directly supervised by the responsible Geauga County ESC supervisor in conjunction with the district level administrators or as otherwise agreed by the Management Board. Evaluations will be completed as guided by the negotiated agreement and policies of the Geauga County ESC. All persons employed by the Geauga County ESC to serve more than one classroom will be evaluated as directed by the Geauga County ESC's Superintendent. All teacher evaluations will be completed in compliance with applicable law. The Geauga County ESC is not responsible for evaluating any Board personnel providing services in Geauga County ESC operated programs. The Board is also solely responsible for evaluating personnel hired through the Geauga County ESC and assigned to the District, as listed in Section 1(E). Moreover, the Board shall be solely responsible for any consequences (e.g., costs associated with the renewal of employment contracts due to failure to evaluate) relating to the Board's failure to evaluate personnel hired through the Geauga County ESC and assigned to the District, as listed in Section 1(E).

6. LICENSURE/CERTIFICATION

The Geauga County ESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the Geauga County ESC for inspection, upon request, by the Board.

7. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Geauga County ESC will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to

12. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

<u>If to the Geauga County ESC</u>:
Geauga County Educational Service Center
c/o Treasurer and Superintendent
470 Center Street, Building 2
Chardon, Ohio 44024

<u>If to the District</u>:
Hudson City Schools
c/o Phillip Herman
2400 Hudson Aurora Rd.
Hudson, OH 44236

13. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Geauga County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

14. FORCE MAJEURE

Neither the Board nor Geauga County ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

16. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto. Any such amendment to this Agreement shall be accomplished by the parties completion and execution of the addendum template attached hereto as Exhibit B. This Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the Board and/or Geauga County ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local

under a group health plan that is affordable and provides minimum value, if required under the Patient Protection and Affordable Care Act.

20. MEDICAID SCHOOL PROGRAM

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

21. CANCELLATION OF RELATED SERVICE OR PROGRAM

The Geauga County ESC reserves the right to cancel any one or all of the services and programs listed in Section 1 of this Agreement if an insufficient number of districts elect to participate in a particular program or related services, or if the Geauga County ESC incurs a discontinuation or reduction of funds. Notice of such cancellation will be provided to the Board by the Geauga County ESC.

22. COUNTERPARTS

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

23. BINDING EFFECT

This Agreement shall not be binding until adopted by the Board and Geauga County ESC in public session and executed by the parties.

IN WITNESS THEREOF, the parties hereto have set their hands.

HUDSON CITY SCHOOLS
BOARD OF EDUCATION

By David A. Zuro — 8/7/17
President (In his/her official capacity only) — Date

And by Philip J. H — 08/07/17
Superintendent (In his/her official capacity only) — Date

(In his/her official capacity only)

_____
Date

R.C. 3313.845 VERIFICATION

I hereby certify that a copy of this Agreement was sent to the Ohio Department of Education via Regular U.S Mail on _____.

_____
Superintendent (or designee), Geauga County ESC

Geauga County
EDUCATIONAL SERVICE CENTER

School District Service Agreement
between the
Geauga County Educational Service Center Governing Board
and the
Orange City Schools Board of Education
Pursuant to R.C. 3313.845
2017-2018 School Year

This AGREEMENT ("Agreement") is made by the Board of Education ("Board" or "District") and the Geauga County Educational Service Center Governing Board ("Geauga County ESC").

WHEREAS, this is an agreement for the provision of services under R.C. 3313.845. This is not an alignment agreement pursuant to R.C. 3313.843(D).

WHEREAS, pursuant to R.C. 3313.845, the board of education of a city, exempted village, local, or joint vocational school district and the governing board of an educational service center may enter into an agreement under which the educational service center will provide services to the school district. Services provided under the agreement and the amount to be paid for such services shall be mutually agreed to by the district board of education and the service center governing board, and shall be specified in the agreement. Payment for services specified in the agreement shall be made pursuant to the terms of that agreement. If specified in the agreement as the manner of payment, the department of education shall pay the service center the amount due to it under the agreement and shall deduct that amount from the payments made to the city, exempted village, local, or joint vocational school district under R.C. Chapter 3317.

WHEREAS, the Board desires to enter into an agreement with the Geauga County ESC pursuant to R.C. 3313.845 for the provision of services as set forth in this Agreement.

WHEREAS, this Agreement shall be filed by the Geauga County ESC with the Ohio Department of Education by July 1, 2017, and as may be amended from time to time.

NOW THEREFORE, in consideration of the promises contained herein, the parties agree as follows:

1. PROGRAMS AND SERVICES

A. During the term of this Agreement, the Board hereby engages the Geauga County ESC to perform services required by the Board pursuant to R.C. 3313.845 as set forth in this Section, below.

B. The Geauga County ESC hereby represents and warrants to the Board that it has the necessary expertise, licenses, permits, and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.

C. The Board agrees to participate in the following Cooperative Programs operated by the Geauga County ESC (please check and initial all programs in which the Board will participate):

D. The Geauga County ESC shall provide the following services to the Board (please check and initial all programs in which the Board will participate and indicate the desired Full Time Equivalent Amount ("FTE") is applicable):

1) **Nursing Services** ☐ Initials _____ FTE: 2.0

Brady Middle School Nurse approximate cost $38,584.00
($26.50 per hour x 8 hours per day x up to 182 days)

Moreland Hills Elem. Nurse approximate cost $38,584.00
($26.50 per hour x 8 hours* per day x up to 182 days)
***hours may vary based on transportation needs**

**Please note: As long as the Nurse is notified when the student is absent, the District will not be billed for nursing services for those days.

E. The Geauga County ESC shall employ the following individuals and assign them to the District: **TBD**

2. TERM

The Geauga County ESC and Board shall each adopt resolutions ratifying this Agreement. This Agreement shall begin on July 1, 2017, and shall terminate on June 30, 2018.

3. COMPENSATION

A. The Board will pay for all services provided by the Geauga County ESC pursuant to this Agreement through (choose one):

Orange City Schools

i. Direct Billing ☐ Initials _____

ii. Foundation Deduct ☐ Initials _____

If Direct Billing is selected, the Board shall issue payment to the Geauga County ESC as set forth in Sections 1 and 3 (except for Section 3(K)). If Foundation Deduct is selected, the Board shall issue payment to the Geauga County ESC as set forth in Section 3(K).

B. All costs for Cooperative Programs, as set forth in Section 1(C), will be calculated based on the total cost of the program divided by the number of participating students, unless specifically set forth otherwise in this Agreement. The cost of each Cooperative Program includes the actual cost of all teachers, aides, and related services providers serving the classroom, including, but not limited to, salary, fringe benefits, and retirement; purchased services, including, but not limited to, the cost of substitute teachers and staff training; expenses for supplies, materials, and equipment used in the Cooperative Program; technical services and on-line computer utilization; and rent, if charged. The cost of related service providers is not included in the total cost for the Multiple Disabilities program or the Preschool program. Related services for the Multiple Disabilities Program and Preschool program must either be provided by the Board or purchased separately from the Geauga County ESC. The Board will be billed for the total number of its students participating in each Cooperative Program multiplied by the average per student cost of the Cooperative Program. A student's enrollment in a Cooperative Program is based on the student's first day of attendance through the student's official withdrawal date. If the Board requests to maintain a position in a Cooperative Program for a student in alternative placement, the Board will be billed at the normal daily rate. For billing purposes, any portion of a day is considered a full day.

C. The Board is responsible for paying excess costs related to the needs of an individual student beyond those included in the cost of a Cooperative Program (e.g., aide, special equipment, additional psychological services, transportation, etc.). Such additional excess cost services will not be implemented by the Geauga County ESC without agreement from the Board and inclusion in the student's Individualized Education Program. If the home district does not agree to an excess cost as recommended by the Management Board, a recommendation for a resolution will be forwarded to the Governing Board.

D. The following Related Services set forth in Section 1(D) will be billed annually: Nursing Services.

E. The following Related Services set forth in Section 1(D) will be billed at an average per diem rate based on the total cost of all the specific Related Service providers employed by the Geauga County ESC: N/A

F. The "actual cost" of all Related Service providers employed by the Geauga County ESC includes, but is not limited to, salary, unemployment, health insurance, severance, liability insurance, worker's compensation, and other fringe benefits.

G. The Board agrees to pay the cost of any severance to which a Geauga County ESC employee may become entitled upon separation from service with the Geauga County ESC pursuant to Ohio law or any applicable collective bargaining agreement entered into by the Geauga County ESC and a labor union as follows:

   i. For Geauga County ESC employees working in Cooperative Programs or Related Services, the cost of the employee's severance will be added to the total cost of the applicable Cooperative Program or Related Service for the following school year. The total cost for the Cooperative Program or Related Service will be calculated and billed as set forth in this Agreement.

   ii. For Geauga County ESC employees specifically assigned to the District, the Board agrees to reimburse the Geauga County ESC for its pro rata share of the employee's severance based on the percentage of time the employee was assigned to the District during the employee's employment with the Geauga County ESC.

H. The Board agrees to pay all costs and expenses for all personnel employed by the Geauga County ESC and assigned to work in the District pursuant to Section 1(E), including, but not limited to, salary, unemployment, health insurance, severance, liability insurance, worker's compensation, and other fringe benefits.

I. The Board agrees to pay for any services or programs set forth in Section 1(F), above, as set forth in Section 1(F).

J. The Board agrees to remit payment to the Geauga County ESC within 30 days of receiving an invoice. Any invoices that remain unpaid beyond 90 days from the date of billing will incur a 5% late fee.

K. <u>Foundation Deduct</u>

   i. By June 1st of each year of this Agreement, the Geauga County ESC will provide the Board with the estimated cost of all services to be provided by the Geauga County ESC to the Board pursuant to this Agreement. This

estimated cost shall be calculated pursuant to Sections 1, 3 and 9 of this Agreement. On an annual basis, the Geauga County ESC will provide the Board with an invoice reflecting the actual cost of the services provided to the Board by the Geauga County ESC pursuant this Agreement. The actual cost of these services may be in excess of or less than the estimated cost.

ii. Based on the estimated cost of the services provided to the Board by the Geauga County ESC pursuant to this Agreement, the Board agrees to pay the Geauga County ESC an amount equal to estimated cost of services pursuant to R.C. 3313.845 or applicable law by having this amount deducted from the Board's state foundation payments and paid instead to the Geauga County ESC by executing Exhibit A, attached hereto, and filing the same with the Ohio Department of Education. By executing this Agreement, the Board specifically authorizes and directs its Superintendent and Treasurer to annually complete Exhibit A in the amount of the estimated cost of services under this Agreement and file the same with the Ohio Department of Education. Both the Board and the Geauga County ESC understand and agree that this amount is based on estimated costs only. In the event state law no longer allows payment to be made by having the Ohio Department of Education deduct the amount due and owing to the Geauga County ESC under this Section from the Board's state foundation payments and pay such amount directly to the Geauga County ESC pursuant to R.C. 3313.845 or other applicable law, the Board agrees to instead tender the total amount due and owing to the Geauga County ESC under this Section directly to the Geauga County ESC.

iii. If, at the conclusion of the term of this Agreement, the actual cost of services provided to the Board by the Geauga County ESC under this Agreement exceeds the estimated cost, the Board shall directly pay the Geauga County ESC the difference between the actual cost and the estimated cost immediately upon demand. Specifically, the Geauga County ESC shall invoice the Board for the excess cost and the Board shall tender the invoiced amount directly to the Geauga County ESC within 30 days of receipt of said invoice. If the invoice remains unpaid beyond 90 days from the date of billing, it will incur a 5% late fee.

iv. If, at the conclusion of the term of this Agreement, the actual cost of services provided to the Board by the Geauga County ESC under this Agreement is less than the amount already paid by the Board to the Geauga County ESC under this Agreement, the Geauga County ESC shall reimburse to the Board the difference between the actual cost and the amount already paid by the Board to the Geauga County ESC by providing the Board with a credit in that amount towards the cost of

services to be provided by the Geauga County ESC to the Board during the following school year. In the event the Board will not receive services from the Geauga County ESC during the following school year or the cost of the services the Board will receive from the Geauga County ESC is less than the amount owed to the Board by the Geauga County ESC, the Geauga County ESC shall pay the difference directly to the Board.

v. Throughout the term of this Agreement, the Board may find it necessary to request additional services from the Geauga County ESC. The Geauga County ESC may bill the Board for these additional services either directly or by having the amounts deducted from the Board's state foundation payments through the Board executing a revised version of Exhibit A incorporating the costs of the additional services and filing the same with the Ohio Department of Education.

4. MANAGEMENT BOARD

A. The Management Board includes (1) the Superintendent and Treasurer of each Geauga County school district participating in cooperative services under this Agreement; (2) the Superintendent and Treasurer of any non-Geauga County school district that is both aligned with the Geauga County ESC under R.C. 3313.843(D) **and** participating in cooperative services under this Agreement; and (3) the Superintendent and Treasurer of the Geauga County ESC.

B. Any member of the Management Board may invite additional school personnel to a meeting of the Management Board as the Management Board member deems appropriate.

C. The Management Board will meet at least annually to evaluate the Agreement and Menu of Services, discuss recommended revisions to the Agreement and Menu of Services, evaluate the Geauga County ESC's delivery of services under the Agreement, discuss the placement of students in cooperative programs operated by the Geauga County ESC, discuss the location of cooperative programs, identify training needs for all personnel delivering services in cooperative programs operated by the Geauga County ESC, evaluate the effectiveness of each classroom unit and to develop improvement plans, identify strategies aimed at cost effective and efficient delivery of services, recommend the addition of classroom units or the reorganization of existing units, review the capacity of existing programs and anticipate the need for student placements or additional programs, review the availability and efficacy of utilizing participating district administrators to supervise cooperative programs, discuss the utilization of district-employed related service providers in Cooperative Programs, and discuss any other issues regarding the Geauga County ESC's provision of services under this Agreement. The Menu of Services is attached hereto as Exhibit C. Any

member of the Management Board, as set forth in Section 4(A), may call additional meetings of the Management Board if deemed necessary.

D. Significant revisions to the programs and services offered by the Geauga County ESC under this Agreement will be implemented pursuant only to a majority vote of each entity set forth in Section 4(A) of this Agreement (i.e., each Geauga County school district participating in cooperative services under this Agreement, any non-Geauga County school district that is both aligned with the Geauga County ESC under R.C. 3313.843(D) **and** participating in cooperative services under this Agreement, and the Geauga County ESC). Each entity described in Section 4(A) of this Agreement shall be entitled to one (1) vote. The Superintendent or Treasurer of an entity described in Section 4(A) of this Agreement may appoint a designee to vote on their district's behalf if neither the Superintendent nor Treasurer are able to attend a Management Board meeting where a vote under this Section is taking place. The Superintendent of the Geauga County ESC shall be solely responsible for determining what constitutes a "significant revision" to the programs and services offered by the Geauga County ESC for the purposes of this section.

E. The Geauga County ESC will ensure that minutes are recorded at all Management Board meetings. The Geauga County ESC will provide the minutes of every Management Board meeting to all members of the Management Board within a reasonable time following the meeting.

5. EVALUATIONS

All personnel serving individual classroom units will be directly supervised by the responsible Geauga County ESC supervisor in conjunction with the district level administrators or as otherwise agreed by the Management Board. Evaluations will be completed as guided by the negotiated agreement and policies of the Geauga County ESC. All persons employed by the Geauga County ESC to serve more than one classroom will be evaluated as directed by the Geauga County ESC's Superintendent. All teacher evaluations will be completed in compliance with applicable law. The Geauga County ESC is not responsible for evaluating any Board personnel providing services in Geauga County ESC operated programs. The Board is also solely responsible for evaluating personnel hired through the Geauga County ESC and assigned to the District, as listed in Section 1(E). Moreover, the Board shall be solely responsible for any consequences (e.g., costs associated with the renewal of employment contracts due to failure to evaluate) relating to the Board's failure to evaluate personnel hired through the Geauga County ESC and assigned to the District, as listed in Section 1(E).

6. LICENSURE/CERTIFICATION

The Geauga County ESC will ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification. A copy of all such credentials/licenses shall be maintained by the Geauga County ESC for inspection, upon request, by the Board.

7. CRIMINAL RECORDS CHECKS ON EMPLOYEES

The Geauga County ESC will ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws, including but not limited to those set forth in R.C. Chapter 3319, are adhered to and satisfied in its hiring and employment of all personnel providing services under this Agreement.

8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

a. The Board and Geauga County ESC acknowledge that in the course of performing their obligations under this Agreement, both may obtain certain confidential and proprietary information about the other party ("Confidential Information"). Both the Board and Geauga County ESC agree that they will only use Confidential Information of the other party in the performance of its obligations under this Agreement and that it will not, at any time during or following the term of this Agreement, divulge, disclose, or communicate any Confidential Information to any other person, firm, corporation, or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing party.

b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

9. UNEMPLOYMENT

The Board agrees to pay, for any programs or services in which it has elected to participate, the pro-rata share of any unemployment benefits which may become payable due to the cancellation of the service or program.

10. ADMINISTRATIVE FEE

The Geauga County ESC shall assess an administrative fee calculated at six (6) percent of the cost of all programs, services, and personnel purchased by the Board as set forth in Section 1 of this Agreement.

11. TERMINATION

The Board agrees to provide written notice of its desire to withdraw from participation in any one or more of the programs and/or services contracted for in this Agreement to the Geauga County ESC no later than April 1, 2018.

12. NOTICES

All notices, requests, demands and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

<u>If to the Geauga County ESC</u>:
Geauga County Educational Service Center
c/o Treasurer and Superintendent
470 Center Street, Building 2
Chardon, Ohio 44024

<u>If to the District</u>:
Orange City School District
c/o Kershini Naidu
32000 Chagrin Blvd
Pepper Pike, OH 44124

13. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Geauga County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

14. FORCE MAJEURE

Neither the Board nor Geauga County ESC shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties, and supersedes any previous agreements they may have made, whether orally or in writing.

16. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto. Any such amendment to this Agreement shall be accomplished by the parties completion and execution of the addendum template attached hereto as Exhibit B. This Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if the Board and/or Geauga County ESC is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local law, it is agreed that this Agreement can be amended pursuant to such mandate through mutual consent of the Board and Geauga County ESC.

17. BENFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party unless otherwise required by R.C. 3311.053.

18. WAIVER OF BREACH

The waiver by any party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any party hereto.

19. INSURANCE/RESPONSIBILITY

a. Each party shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law, except for personnel hired through the Geauga County ESC and assigned to the District, as listed in Section 1(E), for whom the Board shall be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of these employees. Each party shall maintain, at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought against the Board and/or Geauga County ESC as a result of the Geauga County ESC's provision of services under this Agreement, the Board and Geauga County ESC shall each be responsible for its own attorney fees and costs associated with such litigation. However, the Board shall be responsible for all due process hearing costs, including, but not

limited to, hearing officer, court reporter, and attorney fees for any due process that is brought by a District student (or the student's parent/guardian) enrolled in a Cooperative Program set forth in this Agreement.

b. Any and all persons employed to perform work by the Geauga County ESC, including but not limited to the supervisors, program staff, and/or other staff hired by the Geauga County ESC and assigned work in the District are employed solely by and are the employees of the Geauga County ESC only and, when working in this capacity, are not employed by or employees of the Board. Moreover, work performed by any employee of the Geauga County ESC is not considered to be performed on behalf of the Board for the purpose of determining eligibility for coverage under the Board's group health plan. As the employer, the Geauga County ESC is responsible for offering Geauga County ESC employees coverage under a group health plan that is affordable and provides minimum value, if required under the Patient Protection and Affordable Care Act.

20. MEDICAID SCHOOL PROGRAM

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

21. CANCELLATION OF RELATED SERVICE OR PROGRAM

The Geauga County ESC reserves the right to cancel any one or all of the services and programs listed in Section 1 of this Agreement if an insufficient number of districts elect to participate in a particular program or related services, or if the Geauga County ESC incurs a discontinuation or reduction of funds. Notice of such cancellation will be provided to the Board by the Geauga County ESC.

22. COUNTERPARTS

This Agreement may be signed by the parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement.

23. BINDING EFFECT

This Agreement shall not be binding until adopted by the Board and Geauga County ESC in public session and executed by the parties.

IN WITNESS THEREOF, the parties hereto have set their hands.

ORANGE CITY SCHOOLS
BOARD OF EDUCATION

By _____ _____
President (In his/her official capacity only) Date

And by _____ _____
Superintendent (In his/her official capacity only) Date

And by _____ _____
Treasurer (In his/her official capacity only) Date

* This Agreement has no legal effect absent Board action

GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
GOVERNING BOARD

By _____ _____
President (In his/her official capacity only) Date

And by _____ _____
Superintendent (In his/her official capacity only) Date
And by _____ _____
Treasurer (In his/her official capacity only) Date

* This Agreement has no legal effect absent Governing Board action

Attachments: Board Resolution No. _____ (District)
Board Resolution No. _____ (Geauga County ESC)

R.C. 5705.41 and R.C. 5705.412 Certificate

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to

the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

_____	_____
Treasurer (In his/her official capacity only)	Superintendent (In his/her official capacity only)
_____	_____
Date	Date

_____
Board President
(In his/her official capacity only)

_____
Date

R.C. 3313.845 VERIFICATION

I hereby certify that a copy of this Agreement was sent to the Ohio Department of Education via Regular U.S Mail on _____.

_____
Superintendent (or designee), Geauga County ESC

Subscriber Agreement ("Agreement")
made 07/12/2017 between Discovery Education, Inc. ("Discovery") and
GEAUGA COUNTY EDUCATION SERVICE CENTER, OH ("Subscriber")

1. Subject to the terms and conditions of this agreement, Discovery grants to Subscriber, and the educators, administrators, and students (collectively, "Users") enrolled in the school(s) listed in Exhibit A hereto (the "Community") a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Streaming Plus via the website currently at http://streaming.discoveryeducation.com, or by any other means on which the parties may agree, and to use Discovery Education Streaming Plus as set forth in the Subscription Services Terms of Use located at http://www.discoveryeducation.com/aboutus/terms_of_use.cfm, as Discovery may revise such Subscription Services Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").

   In addition, if Subscriber chooses below to add the Discovery Education Science, Discovery grants to Subscriber and Users in the Community a limited, non-exclusive, terminable, non-transferable license to access Discovery Education Science via the website currently at http://science.discoveryeducation.com, or by any other means on which the parties may agree, and to use Discovery Education Science as set forth in the Subscription Services Terms of Use located at http://www.discoveryeducation.com/aboutus/terms_of_use.cfm, as Discovery may revise such Subscription Services Terms of Use from time to time (the Discovery Education Subscription Services "Terms of Use").

2. The "Term" shall be 08/11/2017 through and including 08/10/2018.

3. The pricing for this license (the "Fees") shall be as follows (select as applicable):

Discovery Education Streaming PLUS

Number of Schools	Service Description	Price per Year	Total
1	Discovery Education Streaming Plus HS License – LE*	$1,550.00	$1,550.00
		Total	$1,550.00

Discovery Education Science

Number of Schools	Service Description	Price per Year	Total
1	Discovery Education Science K-8 License- LE*	$895.00	$895.00
		Total	$895.00
		Grand Total	$2,445.00

*LE means enrollment of less than 200 students

4. The Fees are non-cancellable and are due and payable no later than 30 days of receipt of invoice.

5. All other terms and conditions governing this license shall be as set forth in the Terms of Use, and this Agreement, together with the Terms of Use constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements, negotiations, communications or understandings, oral or written, with respect to the subject matter hereof. There shall be no modifications to this Agreement unless they are in writing, and duly signed by both parties. In no event shall the terms and conditions of a purchase order or any other purchase agreement amend or modify the terms and conditions of this Agreement or the Terms of Use. In the event of a direct conflict between the terms of this Agreement and the terms of the applicable then-current Terms of Use, the terms of this Agreement shall control.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

6. While Subscriber acknowledges that no student personal information is required for the use of any of the basic Discovery Education services, in the event Subscriber or its Users elect to use any of the functionality within the Discovery Education services which provide personalized pages, individual accounts, other user-specific customization, or otherwise submit or upload information(all such data is generally limited to the following: school name, first name, last name, grade level), Subscriber represents and warrants that Subscriber has all necessary authorization to provide to Discovery any information it provides through Discovery services in order to use such functions. Consent is required for the collection, use and disclosure of personal information obtained from children through certain online services, and to the extent required, Subscriber consents to Discovery's use of such information in the course of providing the Discovery Education services. Discovery agrees to use any student personal information and data provided to it by Subscriber in compliance with (i) the Children's Online Privacy Protection Act of 1988 ("COPPA"), the Family Educational Rights & Privacy Act of 1974 ("FERPA"), Children's Internet Protection Act ("CIPA") and any other laws, regulations and statutes, all solely to the extent applicable, and (ii) Discovery's standard terms of use and privacy policy.

7. Discovery understands that government entities, such as Subscriber, may be required to disclose information pursuant to applicable open records acts. Prior to any such disclosure, Subscriber shall make any claim of privilege that may be applicable to prevent such disclosure and will make reasonable efforts to give Discovery reasonable prior notice and a reasonable opportunity to resist such disclosure. In all other respects, all provisions of this Agreement ("Confidential Information") shall be kept strictly confidential by Subscriber and may not be disclosed without prior written consent, except for any disclosure required by any order of a court or governmental authority with jurisdiction over Subscriber.

8. Subscriber certifies that Subscriber is exempt from all federal, state, and local taxes and will furnish Discovery with copies of all relevant certificates demonstrating such tax-exempt status upon request. In the event Subscriber is not exempt from certain of such taxes, Subscriber agrees to remit payment for such taxes to Discovery.

9. This Agreement contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. The terms and conditions set forth herein shall not be binding on Discovery, or any of its affiliates, until fully executed by an authorized signatory for both Subscriber and Discovery (or its applicable affiliate). Signatures may be exchanged in counterparts. Signatures transmitted electronically by fax or PDF shall be binding and effective as original ink signatures.

GEAUGA COUNTY EDUCATION SERVICE CENTER	DISCOVERY EDUCATION, INC.
By: _____ (Signature Required)	By: _____
Title: _____	Title: _____
Printed Name: _____	Printed Name: _____
Date: _____	Date: _____

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

Billing Entity: _____

Billing Entity Address: _____

_____

Billing Entity Phone Number: _____

Ref. No. O6UJ9C002EHR

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

Discovery EDUCATION

EXHIBIT A
LICENSED SCHOOLS

DISCOVERY EDUCATION SCHOOL INFORMATION REQUIRED

SCHOOL NAME	ADDRESS	GRADE LEVELS	NO. OF STUDENTS	PLUS	SCIENCE
CARRINGTON SCHOOL - CARRINGTON YOUTH ACADEMY	2114 NOBLE RD CLEVELAND, OH 44112-1725	K - 12	26	X	X

Please add additional pages as necessary

RETURN THE ATTACHED EXHIBIT A WITH THIS SIGNED AGREEMENT

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING ON DISCOVERY EDUCATION, INC., OR ANY OF ITS AFFILIATES, UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH SUBSCRIBER AND DISCOVERY EDUCATION, INC. (OR ITS APPLICABLE AFFILIATE).

edmentum™

Date:	7/12/2017
Order Number:	10484464
Revision:	1
Order Form Expiration Date:	10/10/2017

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 102934
Customer Name: Geauga Co Ed Service Center
Billing Address: 470 Center St Bldg 2
Chardon, OH 44024-1071

Products and Services

Products	Quantity	License Start Date	License End Date	License Term (In Months)	Extended Price
Fixed Form Assessment with Prescriptions: Core Library - Program License	50	8/1/2017	8/1/2018	12	$1,900.00
Adaptive Assessment with Prescriptions: Core Library - Program License	Included with Promotion	8/1/2017	8/1/2018	12	$0.00
Courseware: Core Library - Program License	15	8/1/2017	8/1/2018	12	$1,155.00
Study Island: Core Library - Program License	100	8/1/2017	8/1/2018	12	$1,900.00
Courseware Virtual Standard Service Package - Services Delivery Year: Year 1	1	***	***		$750.00
				Subtotal:	$5,705.00

Subtotal:	$5,705.00
Estimated Tax:	$0.00
Total US Funds:	$5,705.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

With the purchase of either Adaptive Assessment with Prescriptions Core Library or the Fixed Form Assessment with Prescriptions Library, you will receive both Libraries for the duration of the contract period.

Order Notes

This purchase includes any state specific courses where applicable.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at http://www.edmentum.com/standardterms and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

edmentum™

Date:	7/12/2017
Order Number:	10484464
Revision:	1
Order Form Expiration Date:	10/10/2017

ORDER FORM

Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com
To Pay by Credit Card: Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Customer Signature: _____

Name (Printed or Typed): _____

Title: _____

Date: _____

Edmentum | N.W. 7504, P.O. Box 1450 | Minneapolis, MN 55485-7504 | www.edmentum.com

Shred-it

Branch Address: 55 Andrews Circle
Brecksville, OH 44141

CUSTOMER SERVICE AGREEMENT
REGULAR SERVICE

Client Information

Sold To Location:

Company Name: Cuyahoga County Education Service Center Tel: (440) 724-2613 Fax:

Address: 2114 Noble Rd. Unit:

City: Cleveland State: OH Zip: 44112

Regular Service

Collection "C" or Dock Stop "D" Service	Description	Container Type	Service Type	Service Frequency	Quantity	Unit Price
C	Regular Service	65G	OFF	EOW	1	$35.00
C	Regular service additional	N/A				

Minimum Charge: $ 35.00 per stop Includes: (1) 65G tote

Service commences at installation.

Extra Material Rate(s)

Bankers Box: $ Binder Box: $ File Drawer: $ Blue Bag: $

Hard Drive: ☐ Small or ☐ Large: $ Media: ☐ Small or ☐ Large: $

Other: Media Type:

Notes:

Shred-it guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the local Shred-it General Manager. If Shred-it then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to Shred-it in good and usable condition.

I have read and agree to the Terms and Conditions on reverse:

Shred-it USA LLC. ("Shred-It")

Signed:

Print Name: Mike Reddy

Position: Sales Executive

Date:

Company

Signed (Authorized Signature) X

Print Name X

Position X

Date X

V2_08/20/14

Terms & Conditions of Shred-it Customer Service Agreement

Shred-It USA LLC. ("Shred-It"), its successors and assigns, and Customer, and its successors and assigns, hereby agree to the following:

1. **Sole Terms.** All services provided by Shred-it to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto, and the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing; provided, however, that if a federal, state or local government and agency thereof, or its representative is a party to this Agreement, then any proposed modification, amendment or supplement must be in a writing signed by the President or Executive Vice President of Shred-it. All typographical and clerical errors are subject to correction.

2. **Shred-It Services.** Shred-it will be the exclusive provider of the following services to Customer at all of its locations:
(a) Shred-it will provide all containers and other related equipment on Customer's premises for the collection and storage of all of Customer's paper and other agreed upon materials ("Customer Confidential Materials" or "CCM"). The number of containers will be determined by Shred-it in its discretion after discussions with Customer. Subject to the Schedule, additional containers may be added to this Agreement and shall automatically become a part of and subject to the terms hereof.
(b) Shred-it will: (i) collect the CCM on a regularly scheduled and mutually agreed basis and (ii) destroy the CCM using a mechanical device (the "Destruction Process").
(c) Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
(d) An authorized representative of Customer may, at any time, inspect the Destruction Process.
(e) Shred-it will recycle or otherwise dispose of the CCM.

3. **Mass Destruction Services.** At any time during the term of this Agreement and during any Renewal Term, Customer may request that Shred-it perform mass destruction services ("Purge") on a single transaction basis. Both Parties shall execute a Statement of Work setting forth the fees for the Purge and the particulars of the service. Unless otherwise specified in the Statement of Work, the Purge shall be provided in accordance with the terms and conditions set forth in this Agreement. The Statement of Work will be an Addendum to this Agreement and will constitute a part of it.

4. **Consoles & Equipment.** Containers and any other equipment ("Equipment") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any such Equipment. Customer will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which is moved, damaged, stolen or lost while at Customer's location, Customer shall pay a replacement charge pursuant to the Schedule.

5. **Service Fee.** Customer will pay the "Service Fee" to Shred-it set forth on the cover page. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if the Customer's offices are closed during a scheduled service. The Service Fee is fixed for the first year of the Initial Term. In subsequent years of the Initial Term and upon subsequent automatic renewal terms, in its sole discretion, Shred-it reserves the right to increase the amount of each Service Fee from time to time. Shred-it will provide notice of any change in the Service Fee to Customer, which notice may be in the form of an invoice. Customer may reject any changes to the Service Fee within 30 days of receiving notice from Shred-it, provided, however, that upon such rejection by Customer, Shred-it may, at its sole option, immediately terminate this Agreement without penalty to Shred-it or Customer. Any rejection by Customer to such changes to the Service Fee after 30 days of receiving notice from Shred-it may, at Shred-it's option, be considered a termination without cause under Paragraph 10.

6. **Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due within 30 days of the date of the invoice. Any payments not received by Shred-it on the due date will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes shall be added to the price and paid by Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities.

7. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.

8. **Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.

9. **Term of the Agreement.** This Agreement will remain in force for ~~sixty (60)~~ 12 months ("Initial Term"). Unless a new agreement is signed by both parties, this Agreement will automatically renew (each a "Renewal Term") for additional terms of the same duration unless terminated by either party, by written notice, at least 60 days prior to the expiration of either the Initial Term or any Renewal Term. On termination by either party, Customer will immediately pay Shred-it all outstanding balances for services performed by Shred-it prior to termination of the Agreement (along with all other money due to Shred-it); and upon the termination date, Shred-it shall have the right to retrieve its Equipment from Customer, wherever located.

10. **Early Termination.** In the event Customer terminates this Agreement without cause prior to the completion of the Initial Term or any Renewal Term, Customer must immediately pay Shred-it (a) all unpaid invoices and interest thereon as provided in Paragraph 6; (b) an amount equal to 50% of the Service Fees due for the remaining term of the Agreement; and (c) a removal fee per Equipment pursuant to the Schedule. Such Service Fees for early termination shall be calculated based on the average Service Fee charged to Customer for all prior months of the Agreement multiplied by the months remaining in the Initial Term or Renewal Term (as applicable).

11. **Default & Early Termination for Cause.** Either party may immediately terminate this Agreement if the other party fails to cure its breach of this Agreement within 30 days following receipt of written notice of such breach. Notwithstanding anything to the contrary, in the event that Customer fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Shred-it may immediately cancel this Agreement in its entirety, retrieve its Equipment from Customer, wherever located, and Customer shall be immediately liable for all amounts identified in Paragraph 10 for Early Termination, all without any liability to Shred-it and without Customer asserting any setoffs or offsets.

12. **Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

13. **Prohibited Acts/Compliance With Law.** Customer shall: (a) not store in any Equipment any CCM considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any CCM.

14. **Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any CCM or other property of Customer. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer under the Agreement during the twelve month period prior to the alleged liability or breach by Shred-it. In the case of a Purge, Shred-it's liability, if any, arising from the provision of a Purge is limited to the amount of the fees received by Shred-it for the Purge. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.

15. **Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify Shred-it and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), as a result of Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment, any Damages relating to the CCM, and any Damages relating to the destruction, removal or disclosure of such CCM). In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.

16. **Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersedes any and all prior agreements and arrangements, whether oral or written, between the parties. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where the Customer is located at the closest AAA office. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation, including without limitation Paragraphs 6, 9-11 and 14-16. Any notices to be given by one party to the other hereunder shall be sent by "Certified Mail, Return Receipt Requested," to the Customer at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section. Customer represents that Shred-it is in no way infringing upon any existing contract between Customer and another service provider.

Copyright 2014 – Shred-it® USA LLC.

EMAIL FORM

I hereby acknowledge that I have read and understood the terms and conditions

X _____

Customer Initials

COOPERATIVE AGREEMENT
WITH
EXOUSIA REHABILITATIVE SERVICES, INC.

THIS _____day of _____ 2017, the parties hereto being the iSTEM Geauga Early College High School (herein referred to as iSTEM) and Exousia Rehabilitative Services, Inc. (herein referred to as EXOUSIA)

WHEREAS, the iSTEM needs a Licensed Occupational Therapist to perform specific professional responsibilities as required by Ohio Laws and Rules Regulating the Practice of Occupational Therapy, and Ohio Department of Education, and

WHEREAS, Exousia Rehabilitative Services, Inc. will make available Licensed Occupational Therapists and/ or a Certified Occupational Therapy Assistant(s) in accordance with this Agreement, and

NOW, THEREFORE, and for valuable consideration passing by and between the parties hereto, said parties intend to be legally bound hereby agree to the following considerations:

1. The duration of this contract is from its date of initiation _____, 2017, through the end of the 2017-18 school year. This Agreement may be terminated sooner as provided herein.

2. EXOUSIA will provide a competent, qualified and Licensed Occupational Therapist(s) and/or Certified Occupational Therapy Assistant(s) to work at iSTEM Geauga Early College High School.

3. The Licensed Occupational Therapist and or Certified Occupational Therapy Assistant will be at all times regarded as an employee(s) of Exousia Rehabilitation Services, Inc., and subject to the leave policies and procedures of EXOUSIA. EXOUSIA will give notice of planned leave(s) extending longer than three (3) days to iSTEM within fourteen days of planned leave or vacation, excluding sick time, emergencies or acts of nature. EXOUSIA will fulfill contract obligations per available staff during the interim for such planned absence(s).

4. Employee(s) of EXOUSIA shall be responsible for providing their own transportation to iSTEM Geauga Early College High School.

5. EXOUSIA fees for services rendered shall be as follows;
   a. Occupational Therapist at a rate of sixty seven dollars ($67.00) per hour
   b. Occupational Therapy Assistant at a rate of fifty seven dollars ($57.00) per hour.

6. EXOUSIA shall also be compensated be compensated a flat rate for therapist travel each day in the amount of $35.50.

7. EXOUSIA will submit to iSTEM a statement for services rendered on a monthly basis.

8. iSTEM agrees to make payment for EXOUSIA's services within fifteen (15) calendar days following receipt of EXOUSIA's statement to ensure continuation of services.

9. It is understood that in the event iSTEM refuses or is unable to pay for services received by EXOUSIA within a reasonable time allotted, after iSTEM has receipt of EXOUSIA statement, EXOUSIA has the right to temporarily stop services, without jeopardizing this agreement, breach of

services or any payments. iSTEM agrees to hold harmless EXOUSIA for any and all services, not rendered during such time.

10. iSTEM further agrees that if collection procedures need to be implemented in appropriation of the monies due under this agreement, that the iSTEM will be responsible for payment of all reasonable costs of collection, including, but not limited to attorneys fees; court costs, collection fees, and damages.

11. Monies due EXOUSIA shall be forwarded to EXOUSIA's representative or, directed to the address of record; Exousia Rehabilitative Services, PO Box 3445, Boardman, Ohio 44513-3445.

12. While working in iSTEM, employee(s) of EXOUSIA may have shared supervision under a duly authorized and qualified iSTEM director, supervisor or therapist.

13. iSTEM may terminate this Agreement within thirty (30) days in the event that the EXOUSIA breaches any of its obligations to iSTEM by engaging in any conduct which is significantly injurious to the business, reputation or student care of iSTEM, and if EXOUSIA fails to cure such default within thirty (30) days after receipt of written notice.

14. EXOUSIA may terminate this Agreement within thirty (30) days in the event that iSTEM breaches any of its obligations to EXOUSIA by engaging in conduct which could be injurious to the business, reputation or the delivery of student services, or defaults in the performance of or compliance with any of its other duties or obligations to EXOUSIA, and fails to cure such default within thirty (30) days after receipt of written notice thereof.

All provisions hereof shall apply to each of the undersigned, if the foregoing terms contained herein confirms the understanding and agreement between iSTEM, and EXOUSIA, each shall so indicate by placing their signature on the space(s) provided below:

This agreement was executed at _____, Ohio, on this _____ day of _____, 2017.

Signatures by duly authorized representatives of iSTEM and EXOUSIA:

_____ _____
Tarone Claybrook, MA, OTR/L Date
Exousia Rehabilitative Services, Inc.

_____ _____
iSTEM Geauga Early College High School Date

_____ _____
iSTEM Geauga Early College High School Date

LCESC
LAKE COUNTY EDUCATIONAL SERVICE CENTER

8221 AUBURN ROAD
PAINESVILLE, OHIO 44077
PH | 440.350.2563
www.esc-lc.org

Brian Bontempo, Ed.D., Superintendent

CONTRACT FOR HUMAN RESOURCE CONSULTING SERVICES

This Agreement, authorized by Ohio Revised Code Section 3313.171, is made by and between the Lake County Educational Service Center with its principal place of business at 8221 Auburn Rd., Painesville, Ohio 44077 (herein "Lake ESC") and Geauga County Educational Service Center (herein "Geauga ESC) 470 Center Street #2, Chardon, Ohio 44024.

1. Terms of Contract

   A. This agreement will be effective from August 1, 2017 through July 31, 2018 or until earlier terminated as provided in this Agreement below.
   B. Lake ESC agrees to provide Geauga ESC with Human Resource Consulting services for up to 80 hours at $80.00 per hour to be billed in quarter hour increments. This rate does not include mileage for travel which will be reimbursed to Lake ESC upon receipt of payment documentation.
   C. Quarterly, Lake ESC will submit to Geauga ESC a statement of services rendered for the prior quarter. Geauga ESC agrees to pay the amount due to Lake ESC within 30 days of the statement date.

2. Termination of Agreement

   A. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving 30 days written notice to the other party via regular U.S. mail, addressed to the locations listed above. Should such a termination occur, Geauga ESC shall remain obligated to pay for all consultant services provided from the notice to the effective date of the termination of the Agreement.
   B. If Lake ESC defaults in the performance of this Agreement or materially breaches any of its provision, Geauga ESC, at its option, may terminate this Agreement immediately by giving written notice to Lake ESC, via regular U.S. mail, sent to the address listed above.

3. General Provisions

   This Agreement is the entire agreement between the parties, and it supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of SERVICE by either party, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in the writing and signed by both parties.

Entered into this _____day of _____, 20___.

_____
LAKE ESC Governing Board President

_____
Lake ESC Treasurer

Board Approval Date: _____

Entered into this _____day of _____, 20___.

_____
GEAUGA ESC Governing Board President

_____
GEAUGA ESC Treasurer

Board Approval Date:_____

MISSION STATEMENT

To excel in providing innovative programs and quality services that add value to our educational community.