AGENDA
GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
JUNE 27, 2017 7:00 P.M.

A) ROLL CALL.

B) PLEDGE OF ALLEGIANCE.

C) APPROVAL OF AGENDA AND ADDENDUM.

D) APPROVAL OF MINUTES FROM MAY 16, 2017, AS WRITTEN.

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

1) May financial statement.
2) May warrants written.
3) May investments.
4) June invoices payable.
5) Approval of transfer to the General Fund in the amount of $67,593.19 from preschool funds as listed below:

Chardon Park Preschool – 9001	$ 9,902.82
Preschool at Metzenbaum – 9002	$ 8,200.00
Ledgemont/Berkshire Preschool – 9004	$ 5,873.45
Cardinal Preschool – 9007	$ 8,703.63
Kenston Preschool – 9008	$34,916.29

6) Approval of all transfers, advances, appropriation modifications and final ending appropriations for all funds for the 2016-2017 fiscal year as deemed necessary through June 30, 2017.

F) HEARING OF THE PUBLIC.

G) SUPERINTENDENT REPORT:

1) Healthcare consortium
2) Job Descriptions
3) Salaries and raises
4) Schedule October Work Session for Policy
5) Records Retention Committee – July 12th
6) Geauga Lake Collaborative
7) Renhill contract
8) Board docs update
9) Public School Works contract

H) PERSONNEL:

1) Professional meeting requests for attendance:

Ashley Brzozowski, Geauga Achieve Intervention Specialist, and Robin Ludwig, Director, to attend Milestones Autism Conference and Temple Grandin Presentation, Cleveland, June 14-16, total approx. cost: $570.00.

Carena Brittain, Behavior Autism Consultant, to attend Nonviolent Crisis Intervention Training Program, Summitt County ESC, June 20-23, total approx. cost: $1,449.00. Cost will be shared with the local school districts.

2) Contract resignations:

Lisa Bridge, Educational Assistant, retirement effective July 1, 2017. Letter attached.
Vanessa Cook, Teacher, effective May 31, 2017. Letter attached.
Bridget Daley, Educational Assistant, effective June 30, 2017. Letter attached.
Shelby Kaminski, Preschool Supervisor, effective July 31, 2017. Letter attached.
Patricia Randall, Preschool Teacher, effective July 31, 2017. Letter attached.
Amanda Tovar, Job Training Coordinator, effective July 31, 2017. Letter attached.

3) Approval of the contract Non-Renewal of Sarah King to be effective at the end of the 2016-2017 school year.

4) Contract renewal for approval:

Suzanne Sotkovsky, Treasurer,
Two year limited contract from July 1, 2017 through July 31, 2019.
Draft contract attached.

5) Rehire:

Amanda Tovar, Career Assessment Specialist,
One year limited contract effective August 1, 2017 through July 31, 2018.
Salary - $51,500.00, 185 days. All benefits offered.

Deborah Tyukodi, Part-time Preschool Itinerant Teacher,
One year limited contract effective August 1, 2017 through July 31, 2018.
Salary - $22,480.55, 100 days. No benefits.

6) New employees:

Kathryn Hoffmeister, Accounts Payable,
One year limited contract effective July 1, 2017 through July 31, 2018.
Salary - $37,000.00, for the 260 days of the 2017-2018 school year. All benefits offered.
To be shared with Lake County ESC – 30%; Geauga County ESC – 70%.

Alanna Hruska, Part-time Early Childhood Supervisor,
One year limited contract effective August 1, 2017 through July 31, 2018.
Salary - $49,000.00, 140 day contract. Pro-rated benefits offered.

Melinda Bednarik, STARS Intervention Specialist,
One year limited contract effective August 1, 2017 through July 31, 2018.
MA Step 8, $51,093.00, 185 days. All benefits offered.

Angela Pealer, Part-time Preschool Itinerant,
One year limited contract effective August 1, 2017 through July 31, 2018.
MA Step 5, $45,968.00 pro-rated to $19,877.60, 80 days. No benefits.

Brittany Parks, iSTEM Teacher,
One year limited contract effective August 1, 2017 through July 31, 2018.
BA Step 0, $37,175.00, 185 days. All benefits offered.

Samantha Young, iSTEM Teacher,
One year limited contract effective August 1, 2017 through July 31, 2018.
BA Step 0, $37,175.00, 185 days. All benefits offered.

Carter Weist, iSTEM Intervention Specialist,
One year limited contract effective August 1, 2017 through July 31, 2018.
MA Step 1, $42,260.00, 185 days. All benefits offered.

7) Approval of attached list of staff to be employed for the STARS extended school year 2017 summer program.

8) Approval of the following supplemental contracts for extended school year summer services:

Darcie Warmuth, Physical Therapist,
$35.78 per hour, for up to 25 hours.
Requested by and to be paid for by Riverside Local Schools.

Michael Abraham, Carrington Youth Academy Supervisor,
$362.91 per day x 10 days = $3,629.10.

Thomas Gephart, Carrington Youth Academy Teacher,
$261.91 per day x 38 days = $9,952.58.

Murray Katz, Carrington Youth Academy Teacher,
$235.32 per day x 38 days = $8,942.16.

9) Mentoring stipends for the 2016-2017 school year to be paid to the mentor in the amount of $1,100.00 per resident educator in year one and two and $550.00 per resident educator in year three and four:

Bruce Cline	Resident educator in year 1	$1,100.00
Kelly Oblaczynski	Resident educators both in year 3	$1,100.00
Janet Sapp	Resident educators in year 1 and 3	$1,650.00
Heather Schloss	Resident educator in year 4	$ 550.00

I) OLD BUSINESS.

J) NEW BUSINESS:

1) Approval of Independent Contractors:

Joyce Peters, Sub Caller for Newbury,
Effective August 17, 2017 through May 25, 2018.
$15.00 per hour on an as needed basis.

Wes Rogge, Energy Consultant for West Geauga,
Effective August 1, 2017 through July 31, 2018.
$35.00 per hour for up to 500 hours,
Total maximum compensation - $17,500.00.

Shirley Erjavec, Accounts Payable,
To assist the Treasurer in fiscal year end and with the accounts payable transition.
Effective July 5, 2017 through August 31, 2017.
$20 per hour for up to 125 hours, as needed.
Total maximum compensation - $2,500.00.

Alisha Miller, LPN for West Geauga,
Effective August 22, 2017 through June 7, 2018.
$23.48 per hour up to a maximum compensation of $10,143.36.

Angela Dobbins-Rivera, LPN for West Geauga,
Effective August 22, 2017 through June 7, 2018.
$23.48 per hour up to a maximum compensation of $10,143.36.

2) Approval of collaboration between Geauga County ESC and Lake County ESC for facilitation and professional development, total cost - $15,000.00.

3) Approval of Ohio ESC Association and AESA memberships for the 2017-2018 School Year. Total cost: $2,722.40 and $260.00, respectively. Memorandum and pricing attached.

4) Approval of vendor agreement between the Geauga County ESC and Renhill Group, Inc. along with Summit County ESC to recruit and employ substitutes and educational assistants, as needed by the Geauga County Educational Service Center, for the 2017-2018 school year. Vendor agreement attached.

5) Approval of Substitute Staffing Management Service Partnership Agreement between Summit County ESC and Renhill Group, Inc. along with the Geauga County ESC and Lake County ESC to provide local school districts with sub staffing services. Agreement attached.

6) Approval of services agreement between the Geauga County ESC and Public School Works to provide necessary online trainings. Two year agreement. Total cost for 2017-2018 - $3,220.00. Total cost for 2018-2019 - $3,766.00. Agreement attached.

78) Approval of Commercial Insurance Policy for the Geauga County Educational Service Center through the Ohio School Plan effective July 1, 2017 through June 30, 2018. Total premium - $17,416.00. Last year's premium - $16,966.00.

8) Approval of additional $250,000.00 in Cyber Risk Insurance Coverage through Traveler's Insurance. Total cost for 2017-2018 - $850.00.

K) INFORMATIONAL ITEMS:

1) Next Board Meeting – July 18, 2017.

L) ADJOURNMENT.

April 28, 2017

Jennifer Felker
Superintendent
Geauga County ESC
470 Center Street., Bldg 2
Chardon, Ohio 44024

Re: **Notice of Retirement**

Dear Ms. Felker:

Please accept this letter as my Notice of Retirement effective July 1, 2017.

Currently, I am employed at Timmons Elementary School, Pre-School Classroom.I have enjoyed working for many years with the pre-schoolers.

At this writing it is my understanding I have 2 personal days remaining and 171 sick days remaining. I would appreciate if Geauga ESC would reimburse / compensate me for funds that may be due, when due, as it properly determines. My calculation is approximately 43 days.

Thank you in advance for your assistance.

Sincerely,

Lisa Bridge

Lisa Bridge
P.O. Box 26
Novelty, Ohio 44072
(440) 336-3445

May 17, 2017

To the Board members of the GCESC:

I am writing this letter to inform you that I will be resigning from my position as an intervention specialist with the Geauga County Educational Service Center. My resignation will be effective May 31, 2017. After the birth of my son, July 2016, it is best for my family that I stay home to raise him.

Thank you for giving me the opportunity to serve the children and families of Geauga County for the past three years.

Sincerely,

Vanessa Cook

Vanessa Cook

Bridget F Daley
12080 Bardwell Dr
Chesterland, OH 44026
June 16, 2017

Jennifer Felker, Superintendent
Geauga County ESC
470 Center St
Chardon, OH 44024

Dear Mrs. Felker,

I have been offered an employment opportunity which I have decided to take, and will not be returning to my full time position as a Classroom Aide with Geauga Achieve in the fall. I appreciate the opportunity that the ESC has afforded me and have enjoyed my time with the organization.

My new position allows me some flexibility, and I am willing to work on a part time basis if needed. I also will be available as a substitute on occasion.

Thank you for two wonderful years of employment. I will miss everyone that I have come to know.

Respectfully,

Bridget Daley

CC: Robin Ludwig

Geauga County Educational Service Center
Board of Education
420 Center Street, Bldg 2
Chardon, Ohio 44024

Dear Board of Education:

This letter is to inform the Board that I will be resigning from my position as Early Childhood Coordinator. My resignation will be effective the last day of my 2016-2017 contract, July 31, 2017.

I particularly want to thank Superintendent, Jennifer Felker for her mentoring and support. She provided me with many opportunities to grow as a professional and I hope that we have the opportunity to collaborate in the future.

I wish the Geauga County Educational Service Center continued growth and success. It is a wonderful organization where I learned many skills and greatly enjoyed my work experience.

Sincerely,

Shelby Kaminski

June 15, 2017

Jennifer Felker, Superintendent
Geauga County Educational Service Center
470 Center St. Bldg, #2
Chardon, Ohio 44024

Dear Mrs, Felker,

Please accept this letter as my resignation as a preschool teacher for the Geauga County Educational Service Center, effective July 31, 2017.

I have enjoyed being a part of the Geauga County ESC and Preschool staff these past 7 years. I thank you for allowing me to be a part of such a wonderful team of people who dedicate their time and talents to our youngest learners.

If I can be of any assistance to you during the remainder of my contract, please let me know.

Sincerely Yours,

Patricia T. Randall

Amanda Tovar
302 Water Street Apt B
Chardon OH 44024

June 21, 2017

Dear GCESC Governing Board Members,

I would like to inform you that I am resigning from my position as a Job Training Coordinator for Geauga County Educational Service Center and accepting my new position as Career Assessment Specialist/Job Training Coordinator. I have enjoyed working as a Job Training Teacher in the Cardinal Job Training Program for 9 years and look forward to my new position.

If I can be of any help during this transition, please let me know.

Sincerely,

Amanda Tovar

GEAUGA COUNTY EDUCATIONAL SERVICE CENTER

TREASURER'S CONTRACT

It is hereby agreed by and between the Board of Education of the Geauga County Educational Service Center, hereinafter called the Board, and **SUZANNE SOTKOVSKY,** hereinafter called the Treasurer, that said Board in accordance with its actions as found in the minutes of a regular meeting held on the 27th of June, has and does hereby employ the said **SUZANNE SOTKOVSKY** as Treasurer for a period of two year(s), commencing on the 1st day of July, 2017, and ending July 31, 2019. Both parties agree that said employee shall perform the duties of the Treasurer as prescribed by the laws of the State of Ohio and by the rules, Regulations and position descriptions adopted by the Board.

WITNESSETH

That, in consideration of a salary of $ 66,100.00 to be paid the first year of this contract, with the amount to be determined to be paid the second year, said Treasurer agrees to perform faithfully the duties of Treasurer of the Board of Education. The annual salary shall be paid in equal installments in accordance with the policy of the Board.

The Treasurer shall receive during the term of this contract the health care benefits, insurance, and all other fringe benefits which are being provided to the staff of the District at the time this contract is entered into. These benefits may, at the discretion of the Board, be increased, but not decreased, during the term of this contract.

That the Board hereby retains the right to increase the annual salary of the Treasurer during the term of this contract. Said salary shall not be reduced except as provided by law.

That it is agreed that the Treasurer will devote time, skill, labor, and attention to said employment during the term of this contract. The Treasurer shall maintain and furnish throughout the life of this Contract, a valid Treasurer certificate in accordance with the laws of the State of Ohio.

That the Board of Education shall reimburse the Treasurer for all actual and necessary travel and other expenses required in the performance of the official duties during the employment under this contract subject to such limitation as provided by law and by board policy.

That the Treasurer shall receive 20 days vacation days annually exclusive of legal holidays and shall be entitled to sick leave as provided by law. A maximum buyback of ten (10) unused vacation days shall be payable to the Treasurer at the end of each school year at that current rate of compensation. Earned sick leave may be cumulative as authorized by Board policy beyond the prescribed law.

That the Board of Education will pay the employee share of retirement to the School Employees Retirement System and will pay 100% of the employee share of health care.

That the Treasurer shall be encouraged to attend appropriate professional meetings, the actual and necessary expenses of said attendance to be paid in accordance with Board policy.

That the Board and the Treasurer shall fulfill all aspects of this contract, any exception thereto being by mutual consent of the Board and the Treasurer.

This contract is subject to all provisions of the Ohio Revised Code. If any provision of this Contract shall be found to be contrary to the law, then such provision or applications shall not be deemed valid and subsisting except in the extent permitted by law, but all other provisions shall be continued in force and effect.

Dated this 27th day of June, 2017.

GEAUGA COUNTY EDUCATIONAL
SERVICE CENTER

By _____
President, Board of Education

And

_____
Treasurer

STARS ESY 2017

Staff	Position	Total Days	NOT WORKING	Anticipated Salary
Dana Eggers	Director	14		$5,600.00
Sarah Meikle	Speech Pathologist	11	no week 3 (July 17-19)	$3,135.00
Cara Colak	Speech Pathologist	14		$3,990.00
Maggie Cook	Speech Pathologist	14		$3,990.00
Sylvia Jurcak	Occupational Therapist	6		$1,710.00
Kelly Chambers	COTA	14		$3,192.00
Brittany Landies	COTA	14		$3,192.00
Eric Drennen	APE	14		$3,990.00
Sara Brodnan	PE Teacher	14		$3,192.00
Patricia McCollum	Intervention Specialist	10	no week 4 (24-27)	$2,850.00
Janet Sapp	Intervention Specialist	5	week 4 only	$1,425.00
Jill Kellogg	Intervention Specialist	14		$3,990.00
Amanda Krisby	Intervention Specialist	14		$3,990.00
Rachel Kustron	Intervention Specialist	14		$3,990.00
Mandi Tovar	Intervention Specialist	14		$3,990.00
Christy Vondracek	Intervention Specialist	14		$3,990.00
Ashley Brzozowski	Intervention Specialist	14		$3,990.00
Christine Nozling	Paraprofessional	14		$1,722.00
Pamela Gingerich	Paraprofessional	12	no July 26-27	$1,476.00
Karrie Campbell	Paraprofessional	11	no week 1 (July 5-7)	$1,353.00
Cindy Hendrickson	Paraprofessional	13	no June 27	$1,599.00
Chris McNaughton	Paraprofessional	11	no week 1 (July 5-7)	$1,353.00
Bridget Daley	Paraprofessional	11	no week 3 (7-19)	$1,353.00
Polly Larrick	Paraprofessional	10	no week 4 (24-27)	$1,230.00
Gina Mucci	Paraprofessional	13	no June 27	$1,599.00
Missy Gingerich	Paraprofessional	11	no week 3 (17-19)	$1,353.00
Laura Melkerson	Paraprofessional	7	no weeks 3/4 (17-24)	$861.00
Coleen Hostetler	Paraprofessional	13	no July 7	$1,599.00
		TOTAL		**$75,704.00**
RENHILL				
Annemarie Slocombe	Intervention Specialist	14		$3,990.00
Irene Cataline	Paraprofessional	14		$1,722.00
Johanna Kawalec	Paraprofessional	14		$1,722.00
Lynn Holmes	Paraprofessional	7	no weeks 1/2 (5-12)	$861.00
Janice Shipman	Paraprofessional	14		$1,722.00
Shelly Pokorny	Paraprofessional	14		$1,722.00
Alesha Bybee	Paraprofessional	14		$1,722.00
Kim Eichele	Paraprofessional	14		$1,722.00
Linda Hollowell	Paraprofessional	7	no weeks 1/2 (5-12)	$861.00
Dee McGee	One on One - E. Cadorette	8	Berkshire student	$720.00
		TOTAL		**$16,764.00**

Geauga County Educational Service Center
Independent Contractor Agreement

The agreement is entered into this 1st day of August, 2017 between the Geauga County Educational Service Center (GCESC) and Joyce M. Peters hereinafter referred to as the "Contractor" and the Geauga County Educational Service Center thereinafter referred to as the "Board".

The above listed Contractor agrees to provide the following services:

*This agreement shall not be construed to create an employee/employee relationship between the Board and Contractor. Contractor is an independent contractor and not an employee of the Board.

*The service of Joyce M. Peters will be provided to Newbury Local Schools as a substitute caller. Services will be compensated at the hourly rate of $15.00 per hour up to 25 hours per week. Maximum weekly rate = $375.00. Service will commence on or about 8/17/17 and conclude on or about 5/25/18. The total number of work hours may be amended upward if Newbury warrants additional service. The Contractor will record work hours on an hourly time sheet provided by the GCESC. Time sheets shall be submitted to the Treasurer's office by the second Friday of each month. Payment will be issued after the monthly Board meeting held on the third Tuesday of every month.

*The independent Contractor is required to abide by all Geauga County ESC policies and procedures. Failure to abide by these policies and procedures will be considered a breach of this agreement and will result in its termination.

*The Contractor understands that all benefits, retirement, taxes, liability, etc. will be waived since she will be hired under a purchase service contract and will not be hired as an employee of the Board.

Social Security number of Independent Contractor _____

Address of Independent Contractor _____

_____ _____

Signature of Independent Contractor Date

_____ _____

Signature of Board Representative Date

GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
PERFORMANCE CONTRACT
ENERGY CONSULTANT

Performance contract for Wes Rogge effective August 1, 2017 through July 31, 2018. This agreement entered between the West Geauga Board of Education, Wes Rogge, Energy Manager and the Geauga County Educational Service Center. The said Wes Rogge, Energy Manager hereby agrees to provide energy management services to the West Geauga Local Schools as directed.

In consideration of such services, the said Educational Service Center agrees to pay the sum of $35.00 per hour, up to 500 hours upon evidence of satisfactory completion of the services and conditions specified herein. Maximum total compensation for the 2017/2018 school year = $17,500.00. The individual also understands that all benefits, retirement, taxes, liability, unemployment compensation, etc. will be waived since he will be hired under a purchased service contract and will not be hired as an employee of the Board.

The Contractor will record work hours on an hourly time sheet provided by the GCESC. Time sheets shall be submitted to the Treasurer's office by the second Friday of each month. Payment will be issued after the monthly Board meeting held on the third Tuesday of every month.

The West Geauga Board of Education has agreed to refund the Geauga County Educational Service Center all costs incurred for this performance contract.

_____
Date

_____
Contractee – Wes Rogge
Social Security 285-84-7847

_____
Richard Markwardt, Superintendent
West Geauga Board of Education

_____
Jennifer Felker, Superintendent
Geauga County Educational Service Center

Geauga County Educational Service Center
Independent Contractor Agreement

The agreement is entered into this 27th day of June, 2017 between the Geauga County Educational Service Center (GCESC) and Shirley Erjavec hereinafter referred to as the "Contractor" and the Geauga County Educational Service Center thereinafter referred to as the "Board".

The above listed Contractor agrees to provide the following services:

*This agreement shall not be construed to create an employee/employee relationship between the Board and Contractor. Contractor is an independent contractor and not an employee of the Board.

*The service of Shirley Erjavec will be provided to Geauga County Ed Service Center. Services will be compensated at the hourly rate of $20.00 per hour, as needed. Maximum total compensation for the 2017-2018 school year = $2,500.00. Service will commence on or about July 5, 2017 and conclude on or about August 31, 2017.

The Contractor will record work hours on an hourly time sheet provided by the GCESC. Time sheets shall be submitted to the Treasurer's office by the second Friday of each month. Payment will be issued after the monthly Board meeting held on the third Tuesday of every month.

*The Contractor will receive compensation for providing Accounts Payable Services.

*The Independent Contractor is required to abide by all Geauga County ESC policies and procedures. Failure to abide by these policies and procedures will be considered a breach of this agreement and will result in its termination.

*The Contractor understands that all benefits, retirement, taxes, liability, etc. will be waived since she will be hired under a purchase service contract and will not be hired as an employee of the Board.

Social Security number of Independent Contractor _____

Address of Independent Contractor _____

_____ _____

Signature of Independent Contractor Date

_____ _____

Signature of Board Representative Date

Geauga County Educational Service Center
Independent Contractor Agreement

The agreement is entered into this 1st day of August, 2017 between the Geauga County Educational Service Center (GCESC) and Alisha Miller, LPN, hereinafter referred to as the "Contractor" and the Geauga County Educational Service Center thereinafter referred to as the "Board".

This agreement shall not be construed to create an employer/employee relationship between the Board and Contractor. Contractor is an independent contractor and not an employee of the Board.

The service of Alisha Miller, LPN will be provided to a West Geauga student under the supervision of Jennifer Klock, Nursing Supervisor. Services will be compensated at the hourly rate of $23.48 up to 12 hours per week. Maximum weekly rate = $281.76. Maximum total compensation for the 2017-2018 school year = $10,143.36. Service will commence on or about August 22, 2017 and conclude on or about June 7, 2018. The total number of work days may be amended upward if student needs warrant additional service. All changes must be approved in advance by the West Geauga Special Education Director. The Contractor will record work hours on an hourly time sheet provided by the GCESC. Time sheets shall be submitted to the Treasurer's office by the <u>second Friday of each month</u>. Payment will be issued after the monthly Board meeting held on the third Tuesday of every month.

The Contractor will not be compensated for hours of service on the days when the student does not attend school.

The above listed Contractor agrees to provide the following services:

*The Contractor will receive compensation for accompanying the student to and from school, and for supporting the student throughout the West Geauga school day. Support includes but is not limited to nursing care, physical assistance and positioning, toileting, tube feedings, seizure care, oral suctioning, medical administration if necessary and help with educational activities. The Contractor may assist other pupils who are working with the student in a small group.

*All nursing services must be provided in compliance with State Board of Nursing regulations.

*The Contractor will collect student data as requested.

*The Contractor is required to abide by all Geauga County ESC policies and procedures. Failure to abide by these policies and procedures will be considered a breach of the agreement and will result in its termination.

*Independent Contractors participating in the School Medicaid program must adhere to all program policies and procedures.

*Independent Contractors who are licensed by a professional board are required to provide proof of professional liability insurance and BCI results to the Board. This contract may be immediately terminated if an investigation finds evidence that the Contractor has been involved in criminal activity.

*Contract may be terminated by the Board if the student to who the contractor is assigned no longer requires the Contractor's services for any reason.

The Contractor understands that all benefits, retirement, taxes, liability, etc. will be waived since she will be hired under a purchased service contract and will not be hired as an employee of the Board.

Social Security number of Independent Contractor _____

Address of Independent Contractor _____

_____ _____

Signature of Independent Contractor Date

_____ _____

Signature of Board Representative Date

Geauga County Educational Service Center
Independent Contractor Agreement

The agreement is entered into this 1st day of August, 2017 between the Geauga County Educational Service Center (GCESC) and Angela Dobbins-Rivera, LPN hereinafter referred to as the "Contractor" and the Geauga County Educational Service Center thereinafter referred to as the "Board".

The above listed Contractor agrees to provide the following services:

*This agreement shall not be construed to create an employer/employee relationship between the Board and Contractor. Contractor is an independent contractor and not an employee of the Board.

*The service of Angela Dobbins-Rivera will be provided to West Geauga student under the supervision of Jennifer Klock, Nursing Supervisor. Services will be compensated at the hourly rate of $23.48 up to 12 hours per week. Maximum weekly rate = $281.76. Maximum total compensation for the 2017-2018 school year = $10,143.36. Service will commence on or about August 22, 2017 and conclude on or about June 7, 2018. The total number of work days may be amended upward if student needs warrant additional service. All changes must be approved in advance by the West Geauga Special Education Director. The Contractor will record work hours on an hourly time sheet provided by the GCESC. Time sheets shall be submitted to the Treasurer's office by the <u>second Friday of each month</u>. Payment will be issued after the monthly Board meeting held on the third Tuesday of every month.

*The Contractor will not be compensated for hours of service on the days when the student does not attend school.

*The Contractor will receive compensation for accompanying the student to and from school, and for supporting the student throughout the West Geauga school day. Support includes but is not limited to nursing care, physical assistance and positioning, toileting, tube feedings, seizure care, oral suctioning, medical administration if necessary and help with educational activities. The Contractor may assist other pupils who are working with the student in a small group.

*All nursing services must be provided in compliance with State Board of Nursing regulations.

*The Contractor will collect student data as requested.

*The Contractor is required to abide by all Geauga County ESC policies and procedures. Failure to abide by these policies and procedures will be considered a breach of the agreement and will result in its termination.

*Independent Contractors participating in the School Medicaid program must adhere to all program policies and procedures.

*Independent Contractors who are licensed by a professional board are required to provide proof of professional liability insurance and BCI results to the Board. This contract may be immediately terminated if an investigation finds evidence that the Contractor has been involved in criminal activity.

*Contract may be terminated by the Board if the student to who the contractor is assigned no longer requires the Contractor's services for any reason.

The Contractor understands that all benefits, retirement, taxes, liability, etc. will be waived since she will be hired under a purchased service contract and will not be hired as an employee of the Board.

Social Security number of Independent Contractor _____

Address of Independent Contractor _____

_____ _____

Signature of Independent Contractor Date

_____ _____

Signature of Board Representative Date

ESC ASSOCIATION

MEMORANDUM

TO: Ohio ESC Association Membership
FROM: Craig Burford, Executive Director; Doug Crooks, North Point ESC, OESCA President; Chris Keylor, Ohio Valley ESC, President-Elect; Rick Edwards, Athens-Meigs ESC, Secretary; Brian Bontempo, Lake County ESC, Past President
DATE: Monday, June 5, 2017
RE: 2017-2018 Membership Dues

Thank you for your ongoing support of the Ohio ESC Association (OESCA) and Ohio's network of ESCs.

OESCA is the statewide organization representing the more than 16,000 full- and part-time administrators, teachers, paraprofessionals and other personnel employed by Ohio's 52 Educational Service Centers and their Governing Boards.

Our strength is built upon the active participation and support of our members and the pursuit of our mission to, "*... provide leadership and services that enable school districts to increase student achievement and improve Ohio's educational system.*"

It is the pursuit of this mission that has guided our organization over the past few years and has assisted OESCA in its lobbying and advocacy efforts. In addition to our advocacy efforts, OESCA has also arranged for a number of member benefits for our ESCs and the districts they serve including:

ESC Staff Benefits:

- Discounted Home & Auto Insurance for Ohio Educators through Liberty Mutual;
- Discounted tuition rates for professional development and degree completion through the University of Phoenix; and
- A Health Benefits Discount Card through MiSolutions & Great American Financial Services.

Benefits to ESCs and Client Districts

- 10 free hours of legal services to ESCs and Client School Districts through *the Ohio School Law Hotline* offered by McGown & Markling
- Revenue sharing agreements with FastAppz, Dimensional Learning Solutions, KidsReadNow and more.

Other Member Benefits

- OESCA Membership Directory;
- Members can keep up with the latest information on Ohio's ESCs by

8050 North High Street, Suite 150
Columbus, Ohio 43235
P (614)846-3855 F (614)846-4081
E info@oesca.org W www.oesca.org
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downloading the OESCA Mobile App from iTunes or Google Play;
- Bi-weekly Legislative e-Update, and updated website and ESC marketing materials;
- Biennial Statewide ESC Survey;
- Local Advocacy Plan Training;
- ESC Superintendent and Treasurer Salary Survey;
- ESC Superintendent and Treasurer Search Services; and
- 1st & 2nd Year Superintendents' Meetings and Support.

2017-2018 Membership Dues

A spreadsheet outlining your dues for the upcoming 2017-2018 membership year is attached for your review. Last year, the membership unanimously supported a revision to OESCA's dues. ***We encourage you to renew your membership in OESCA.*** Membership of every ESC in Ohio sends a strong message to state lawmakers, the Ohio Department of Education, and other education-related organizations and agencies.

In the upcoming year, OESCA will be working with state policy makers to secure a role for ESCs in the implementation of the Every Student Succeeds Act (ESSA), advocating for ESCs in the Ohio General Assembly, supporting ESCs through the high performing ESC application process and the 3-year study of ESCs by the Auditor of State.

As a member-driven organization, your active participation and financial support is critical to the ongoing success of our organization.

OESCA also handles the billing of dues for our national organization, the Association of Educational Service Agencies (AESA). AESA is the national professional organization serving educational service agencies (ESAs) in 46 states; there are over 550 agencies nationwide.

AESA played a key role in the recent reauthorization of the Elementary and Secondary Education Act (ESEA) or the Every Student Succeeds Act (ESSA). Your membership in our national organization will assist in supporting AESA's efforts to promote educational service agencies today and into the future. If you are not a member of AESA, I would encourage you to consider joining today. With your dues invoice will be an AESA membership application if you chose to join.

Thank you in advance for your ongoing support of OESCA – The Professional Organization Representing Ohio's ESCs.

If you have any questions, please don't hesitate to contact Craig Burford or Donna Burge at info@oesca.org or by phone at (614) 846-3855.

ESCA depends on your financial support!
Together we will make ESCs an even greater force for education and shared service delivery in Ohio!

2017-2018 OESCA & AESA Dues

ESC Name	2017 OESCA Dues	AESA Dues
Allen County ESC	$ 3,373.00	
Ashtabula County ESC	$ 3,033.00	$430.00
Athens-Meigs ESC	$ 2,483.00	
Auglaize County ESC	$ 2,490.00	
Brown County ESC	$ 2,306.00	$260.00
Butler County ESC	$ 9,456.00	$605.00
Clark County ESC	$ 5,038.00	
Clermont County ESC	$ 6,191.00	
Columbiana County ESC	$ 3,016.00	$430.00
ESC of Cuyahoga County	$ 15,375.00	$985.00
Darke County ESC	$ 2,306.00	
East Central Ohio ESC	$ 5,476.00	
ESC of Central Ohio	$ 15,375.00	$985.00
Fairfield County ESC	$ 5,212.00	
Gallia-Vinton County ESC	$ 2,306.00	$260.00
Geauga County ESC	$ 2,722.40	$260.00
Greene County ESC	$ 4,914.00	
Hamilton County ESC	$ 12,300.00	$985.00
Hancock County ESC	$ 2,477.00	
Jefferson County ESC	$ 2,215.00	$430.00
Knox County ESC	$ 2,306.00	
Lake County ESC	$ 7,206.00	$430.00
ESC of Lake Erie West	$ 9,225.00	
Lawrence County ESC	$ 2,306.00	
Licking County ESC	$ 4,553.00	
Lorain County ESC	$ 8,744.00	$605.00
Madison-Champaign ESC	$ 2,959.00	
Mahoning County ESC (MCESC)	$ 7,081.00	$605.00
Medina County Schools ESC	$ 6,378.00	$605.00
Mercer County ESC	$ 2,306.00	$260.00
Miami County ESC	$ 3,749.00	

ESC Name	2017 OESCA Dues	AESA Dues
Mid-Ohio ESC (MOESC)	$ 6,628.00	$605.00
Midwest Regional ESC	$ 3,431.00	
Montgomery County ESC	$ 9,456.00	$790.00
Muskingum Valley ESC (MVESC)	$ 7,417.00	$605.00
North Central Ohio ESC (NCOESC)	$ 7,490.00	
North Point ESC (NPESC)	$ 6,275.00	$430.00
Northwest Ohio ESC (NWOESC)	$ 5,345.00	$430.00
Ohio Valley ESC (OVESC)	$ 4,085.00	$430.00
Pickaway County ESC	$ 2,306.00	$260.00
Preble County ESC	$ 2,306.00	
Putnam County ESC	$ 2,306.00	
Ross-Pike ESD	$ 3,306.00	$430.00
South Central ESC (SCOESC)	$ 3,431.00	
Southern Ohio ESC (SOESC)	$ 6,086.00	$430.00
Stark County ESC	$ 12,300.00	
Summit County ESC	$ 9,456.00	$790.00
Tri-County ESC	$ 7,160.00	$605.00
Trumbull County ESC	$ 7,082.00	$605.00
Warren County ESC	$ 7,208.00	$605.00
Western Buckeye ESC (WBESC)	$ 2,306.00	
Wood County ESC	$ 2,457.00	$430.00

Renhill Group

SUMMIT Educational Service Center

RENHILL GROUP & SUMMIT ESC

Vendor Agreement

Renhill Group, Inc. along with Summit ESC (hereinafter "Renhill/Summit") provides comprehensive substitute staffing management services. Geauga County ESC and its member districts are public school systems that request the type of services that Renhill/Summit provides and will be referred to as the "Customer." Renhill/Summit and the Geauga County ESC have agreed that the terms and conditions of their relationship are as follows:

A. SCOPE OF SERVICES

Our integrated full service substitute staffing management solution is comprehensive.

- Renhill/Summit will provide substitute personnel who will meet the general qualifications as set by the Customer (hereinafter referred to as "Employee" or "Employees") at various specified locations as requested by the Customer.
- Renhill/Summit will supplement the ESC provided sub list by recruiting qualified candidates based on desired skill sets and qualifications for all Employees assigned to Customer.
- Renhill will serve as administrator and guest on the ESC and member district provided Aesop software, managing all substitute needs and absences in the system.
- As the employer of record, Renhill assumes responsibility for the accurate and timely processing of payroll, withholding and submission of all applicable federal and state employment taxes to the appropriate authorities, STRS and SERS payroll deduction in accordance to Ohio Revised Code, as well as school year end letter of reasonable assurance and auditing of personnel files related to all Employees.
- The rates that are charged to member districts shall be mutually determined and agree upon by all parties.

B. TRAINING AND PROFESSIONAL DEVELOPMENT

Renhill/Summit understands the importance the role of a substitute plays in the educational process. Prospective substitutes undergo a rigorous prescreening, hiring and orientation process. To further prepare and develop the skills of our staff, Renhill/Summit also provides:

- A mandatory online orientation program that is tracked and confirmed, to ensure our Employees who serve as substitutes are ready for service on day one can include:
    - Bloodborne Pathogens for School Employees
    - Bullying Prevention
    - Hazard Communication for School Employees
    - Sexual Harassment
    - Slips, Trips & Falls Prevention
    - Child Abuse Awareness and Reporting
    - Substitute Teacher Essentials
    - Renhill Employee Handbook

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C. FEES AND PAYMENT:

a. Customer agrees to pay Renhill for each Employee assigned based upon the rates established in the pricing schedule provided (see J.), or any Amendment attached to this Agreement. Such rates are subject to modification in the event of federally mandated health benefits, or changes to such mandates that go into effect during the life of this contract. The Client bill rate for services provided under this Agreement do not include the cost of providing coverage for those who qualify under the Affordable Care Act ("ACA"). The cost of our single coverage is currently $118.00 per month for those who qualify and elect coverage. This rate is subject to change on January 1 of each year based on the results of our annual renewal.

b. Renhill must be notified of any billing errors within fifteen (15) days of the date of the invoice. All fees and charges incurred are due and payable to Renhill upon the presentation of an invoice.

c. Payment will be made by Customer within fifteen (15) days of the presentation of an error free invoice.

D. ADMINISTRATION AND SUPERVISION:

a. All Employees supplied to the Customer are employees of Renhill and as the employer, Renhill retains the right to hire, evaluate, replace, discipline, layoff, terminate and reassign all Employees assigned to the Customer.

b. Renhill will instruct all employees performing services at the Customer's locations to follow and obey any and all rules or regulations set forth by the District.

c. Customer has the right to direct the work activities of Renhill Employees including work location, function, and hours of work. Customer has the right to notify Renhill of employees that are no longer desired at their facilities, including the reason why.

d. Customer will provide Renhill Employees with a safe work environment as well as any necessary orientation, training or instruction related to Customer's policies and procedures.

e. Customer shall be responsible for any additional cost or expense that may arise out of any present or future collective bargaining agreement to which Customer is a party.

f. The Customer agrees that it will ensure safe working conditions for Employees, that it will comply with all applicable State and Federal laws, including labor, health, and safety laws, that it will provide safety equipment, safety clothing, safety devices and safety training required by federal and state law, that it will not engage in any unlawful discriminatory

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conduct in the selection, assignment, or removal of Renhill Employees, including discrimination on the basis of age, race, sex, national origin or disability, and that it will not allow its own employees, supervisors, or managers to engage in discriminatory or other unlawful conduct towards Renhill Employees.

E. RENHILL RESPONSIBILITIES:

a. Renhill will be responsible for all administrative and payroll obligations of its Employees, including obtaining Employee information for payroll and other regulatory requirements and holding the Customer harmless from any liability for failure to perform these obligations in regard to the Renhill Employees during the term of this Agreement.

b. Renhill will maintain in full force and effect during the term of this Agreement, Workers' Compensation Insurance and general liability coverage for all employees supplied to the Customer.

c. Renhill is responsible for compliance with the requirements of the Federal Employment Eligibility Verification system, including, but not limited to Immigration and Naturalization Service Form I-9 and inspection requests by the Department of Labor and the Department of Justice.

d. Renhill will be responsible for managing the administrative burden of the Affordable Care Act for all Renhill Employees working in Customer facilities. This includes administration; reporting and governmental agency interface; tracking of hours to manage potential costs, and assuming responsibility for regulatory compliance. The cost of the coverage is passed through to the district on a monthly basis for those subs that qualify and elect coverage.

e. Renhill is responsible for collecting and keeping in each Employee's file, all of the Ohio state requirements necessary to work in a school system position.

f. Renhill will issue and provide Letter of Intent and Reasonable Assurance to all substitutes who are employed by Renhill.

g. Renhill is responsible for the outbound calls and deployment of the substitutes.

F. GEAUGA COUNTY ESC'S RESPONSIBLITIES

a. Geauga County ESC will continue to recruit applicants, both certified and classified, and provide a board approved sub list for certified teachers.

b. Geauga County will sign off on all substitute licenses and permits.

c. Geauga County ESC will be responsible for sales and client retention of member districts.

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G. RESPONSIBILITIES UNDER THE AFFORDABLE CARE ACT

a. As the common law Employer of all Employees staffed by Renhill for Customer, Renhill will be responsible for compliance with Internal Revenue Code § 4980H and corresponding statutory and regulatory provisions under the Affordable Care Act, as those responsibilities relate to Renhill's sponsored employee benefit plans offered to Employees staffed by Renhill for Customer.

b. Renhill will be responsible for taxes, penalties or other liabilities arising from Renhill's sponsored employee benefits plans for Employees that are staffed by Renhill for Customer and who are determined to be common law employees of Renhill. Renhill also agrees to be responsible for applicable employer information reporting provisions under code §§ 6055 and 6056 and related regulations as those provisions and regulations relate to Renhill's sponsored employee benefits plans offered to Employees staffed by Renhill for Customer.

c. In no event will Renhill be responsible for compliance with Internal Revenue Code § 4980H or corresponding statutory and regulatory provisions under the ACA as those responsibilities relate to employees hired and staffed directly by Customer or as those responsibilities relate to Customer's sponsored employee benefit plans. Further, in no event will Renhill be responsible for taxes, penalties or other liabilities assessed against Customer based on its failure to comply with §4980H as it relates to employees hired and staffed directly by Customer and who are determined to be common law employees of Customer.

d. Customer will be responsible for, and agrees to comply with, the duties imposed upon it by law, rule, or regulation, including, as applicable, ERISA, HIPPA, COBRA, the ACA, and the Internal Revenue Code and Customer assumes responsibility for taxes, penalties and fees assessed against Customer based on its responsibilities under those laws.

H. ADDITIONAL INCLUDED AGREEMENTS:

Renhill and the Customer realize and agree that each Customer may have particular, specific needs and requirements that need to be addressed in this Agreement. Those additional requirements, if necessary, will be physically attached to this Agreement and their inclusion will be noted on the signature page at the conclusion of this Agreement.

I. AGREEMENT TERM:

This agreement is valid for one school year when executed and will automatically renew unless either party provides a written 90 day notification to the other of their desire to terminate before the same term. Each party's indemnification duties and any obligations for payment arising from this Agreement will survive any termination and remain in full force and effect.

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J. MISCELLANEOUS PROVISIONS:

a. This Agreement may be altered and amended only by written Agreement of both parties.

b. The parties agree to comply with all applicable labor laws regarding equal employment opportunities. Neither Renhill nor Customer will discriminate on the basis of national origin, race, color, religion, age, sex, handicap, or any other protected category or description.

K. SUBSTITUTE PRICING SCHEDULE:

As compensation for the performance of the duties specified in Section E and F, Renhill/Summit and Geauga County ESC agree to the following:

Substitute Teachers

Bill rate= Pay rate + 16%

Substitute Aides/Paraprofessionals

Bill rate= Pay rate + 15%

L. PAYROLL SERVICES, RETIREMENT CHARGE AND REPORTING PROCEDURE

Renhill will process payroll in a timely manner. Renhill will deduct and remit the state required retirement contribution from the substitute teachers' paychecks for STRS. Renhill will submit a STRS report to the Customer's treasurer's office containing the necessary information. This report is also submitted electronically to STRS with your school code. The required year-end STRS report is submitted in a format that will merge with your district report, to be sent onto the state.

Renhill will deduct and remit the School Employee Retirement Service (SERS) employee portion for classified employees. Renhill will submit this portion in a payment to your district, along with the required reporting for SERS, to include hours worked.

Renhill is responsible for submitting the STRS and SERS membership information to the state and the required SSA forms. Any request for missing information from the state may be forwarded on for Renhill to provide.

The member districts may elect to be responsible for paying the 14% contribution for employee STRS and SERS for their substitutes who are employed by Renhill, rather than having Renhill pay it.

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M. MUTUAL CONFIDENTIALITY

Both parties agree to use the other's confidential information for the sole purpose of evaluating the transaction. The information contained in this agreement may only be disclosed to those who need to know this information and who also agree to hold it in confidence. It is understood that Customer is a public entity and may have to disclose this agreement in whole or part, if required by Ohio revised code section 149.43.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Client Service (total of six pages) this _____ day of _____, 2017 to be deemed effective between the parties on _____, 2017 and thereafter.

The Renhill Group:

By:

_____

Authorized Agent/Representative DATE
Barrie Howell

Summit County ESC:

By:

_____

Authorized Agent/Representative DATE
Mr. Joseph Iacano, Superintendent

Geauga County ESC:

By:

_____

Authorized Agent/Representative DATE

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(EXHIBIT SUB STAFFING)

Substitute Staffing Management Service
Partnership Agreement

The Substitute Staffing Management Service Partnership Agreement (hereinafter referred to as "Agreement") is entered into on the 16 day of June, 2017 by and between Summit ESC and Renhill Group, Inc. along with Geauga County ESC and Lake County ESC.

Whereas, the ESC's provide various services to area school districts; and

Whereas, such services include the provision of substitute staffing management services (hereinafter referred to as "Substitute Staffing"); and

Whereas, the purpose of this agreement is to specify the duties that each party hereto is to perform with regard to the provision of the Substitute Staffing.

Now, therefore, for mutually acceptable consideration, the parties hereto agree as follows:

1. **Substitute Staffing**
    a. The Substitute Staffing that the ESC's provides to area school districts shall consist of the following:
        i. Recruitment, Interviewing, Qualifying
        ii. Onboarding, Compliance and Training
    b. Additional services may be provided upon mutual agreement of the ESC's and Renhill Group.
    c. The rates to be charged to member districts for the Substitute Staffing shall be mutually determined by all.
    d. The Substitute Staffing shall be provided pursuant to service agreements between the ESC's and the client school districts. Summit ESC, upon written consent by Lake and Geauga ESC's, and Renhill shall approve and execute said agreements on behalf of the ESC's.

2. **Responsibilities of the Parties**

Task	*Geauga*	*Lake*	*Summit*	*Renhill*
Recruitment				
Posting ads	X	X	X	X
Prescreening/qualifying	X	X	X	X
Interviewing	X	X	X	X
Hiring	X	X	X	X
Job Fairs/Events	X	X	X	X
Onboarding				
Entering of information in Aesop				X
Sending welcome letter				X
Training				

Set up in PSW				X
Tracking				X
Schedule/Deploy				
Calling				X
Communication with District				X
Employ				
WC				X
UC				X
ACA				X
STRS/SERS				X
Payroll				X
W-2's				X
Letter of Intent/Reason. Assurance				X
Aesop				
Set up				X
Maintenance				X
Training	X	X	X	X
Invoicing				X
Sales	X	X	X	X
Client Retention	X	X	X	X

3. **Compensation**
   a. Renhill Group shall, on a biweekly basis, invoice the ESC Programs for the Substitute Staffing. The ESC shall pay said invoices directly to Renhill Group and Renhill Group shall deposit said payments in its own account.
   b. Compensation for the performance of the duties specified in Section 2 above shall be as follows:

   Substitute Teachers
   For each full day of substitute teacher fulfillment:
   Renhill/Summit to receive 7.45% of bill rate
   Lake County ESC to receive 1.15% of bill rate
   Geauga County ESC to receive 1.15% of bill rate

   Substitute Aides/Paraprofessionals
   For each substitute aide/paraprofessional fulfillment:
   Renhill/Summit to receive 5.98% of bill rate
   Lake County ESC to receive 1.15% of bill rate
   Geauga County ESC to receive 1.15% of bill rate

   Bill rate is defined as the amount invoiced to the member district not including the 15% district contribution to the state retirement system. Please note that this only applies to on call, as needed substitutes. This does not include or supersede the current contract for yearlong aides provided to Geauga County ESC.

4. **Withdrawal of a Party**
   Any party hereto may elect to withdraw from this Agreement at any time and for any reason by providing the non-withdrawing parties with at least ninety (90) days advance written notice. Within fifteen (15) days of receiving said notice, the non-withdrawing parties shall mutually determine whether to continue providing the Substitute Staffing to the client schools district. If the decision is to cease providing the Substitute Staffing, the service agreements with the client school districts shall be promptly cancelled. If the decision is to continue, the non-withdrawing parties shall promptly execute a new Agreement to specify who will perform the duties that were previously performed by the withdrawing party.

5. **Termination of Agreement**
   This Agreement shall terminate upon mutual agreement of Summit ESC, Renhill Group, Geauga County ESC, and Lake County ESC. The effective date of the termination shall be ninety (90) days after the decision to take such action is made. Once the decision to terminate this Agreement is made, a designated party shall promptly terminate the service agreements with the client school districts.

6. **Cooperation**
   Upon the request of a party hereto, the other parties shall provide, without charge, copies of all information, data, records, and or reports which the requesting party deems necessary. Appropriate conferences shall be scheduled at convenient times with essential personnel for discussing necessary information.

7. **Compliance with Law**
   The parties hereto shall comply with all applicable Federal, State, and Local laws, ordinances, codes, regulations, and policies, including but not limited to those governing the disclosure of confidential information regarding students and/or their family members.

8. **Amendment**
   This agreement may not be reformed, altered, or modified in any way by any practice or course of dealing, but may be modified or amended in writing duly executed by all parties hereto.

9. **Assignment**
   No party may assign or otherwise transfer, voluntarily or by operation of law this Agreement without the prior written consent of the other parties hereto.

10. **Governing Law**
    The laws of the state of Ohio shall govern the validity, performance and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement (a total of 4 pages) on the date first written above.

_____	_____
Superintendent Summit Educational Service Center	President Renhill Group
_____	_____
Superintendent Geauga County Educational Service Center	Superintendent Lake County Educational Service Center

SERVICES AGREEMENT

1. Introduction

1.1 *Parties.* This Services Agreement ("Agreement") is made as of **July 3, 2017** ("Effective Date") between WORKS International, Inc. ("WORKS"), a Delaware corporation, having its principal place of business at 3825 Edwards Rd., Ste 400, Cincinnati, Ohio 45208, and **Geauga County ESC** ("Customer"), having its principal place of business at **470 Center St, Chardon, OH, USA, 44024-1291**.

1.2 *Recitals.* WORKS is in the business of developing, marketing, and providing a comprehensive, automated, Web-based safety and regulatory compliance program designed especially for public schools. Customer wishes to obtain from WORKS the right to use WORKS'compliance program. WORKS is willing to grant such a right. Therefore, WORKS and Customer, intending to be legally bound, agree to the terms and conditions set forth in this Agreement.

2. Services

2.1 *Selected Services.* WORKS will provide the services described in the proposal attached as Attachment C ("Services") to Customer. These proprietary services are designed to assist Customer in various areas of business operations and to enhance its capacity to provide its services. Some of the Services may be provided via third parties under contract with WORKS.

2.2 *License.* Subject to Customer's compliance with the terms of this Agreement, and in consideration of Customer's payment of the applicable fees, WORKS hereby grants Customer a personal, nonexclusive, and nontransferable license to use the Services in support of the internal needs and activities of Customer and as additionally described in Attachment A, subject to any use, user, and quantity limitations specified in this Agreement or any attachment to this Agreement. This license shall terminate upon the termination of this Agreement.

2.3 *Availability.* WORKS will take all commercially reasonable steps to keep the Services operating smoothly and efficiently. However, since the Services operate using computer equipment, computer software programs, telecommunications services, and the Internet, WORKS shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment, Internet access delays or failures, failures on the part of any third party, failures or deficiencies of Customer's equipment, or Customer's failure to meet its responsibilities under this Agreement. WORKS will maintain adequate back-up arrangements and equipment in order to maintain Customer's data stored on or through the Services'website in the event of the failure of any of WORKS'equipment. Services interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with Customer's daytime business activities. For unscheduled Services interruptions that adversely impact Customer's utilization of the Services attributable to causes within WORKS'reasonable control, as WORKS'sole obligation and Customer's exclusive remedy, Customer shall receive a credit equal to 1/8760th of the then-applicable annual license fees for each full hour that the Services are not available to Customer.

2.4 *Other Services.* At Customer's request, WORKS shall provide professional services and any other services on a time and expenses basis at its then-current standard rates.

3. Responsibilities of Customer

Customer is responsible, at its own expense, for (a) procuring, installing, and maintaining computer equipment and computer software programs, including, but not limited to, those listed in Attachment A, at its premises compatible with and as necessary to use the Services, (b) obtaining access to the Internet, (c) downloading and installing any necessary plug-ins, (d) determining whether the Services will achieve the results desired by Customer, (e) determining the accuracy and suitability for Customer of all data and content it uploads to and downloads from the Services, (f) adopting reasonable measures to limit Customer's exposure to potential losses and damages from use, nonuse, errors, or omissions of or in the Services, or the results thereof, including, without limitation, examining and confirming data and content prior to use and providing for the identification and correction of errors and omissions, (g) data integrity and any necessary conversion of its data to the format required by the Services, and (h) maintaining the compatibility of third-party supplied software and equipment with the Services.

4. Fees and Payment

4.1 *Fees.* Customer shall pay WORKS the applicable fees set forth in Attachment B beginning with the Effective Date. After the initial term specified in Attachment B, WORKS may change the fees upon 60 days'prior written notice to Customer.

4.2 *Expenses.* Customer shall pay all pre-approved out-of-pocket expenses incurred by WORKS on Customer's behalf in connection with this Agreement.

4.3 *Invoices and Payment.* WORKS shall invoice Customer for the fees and expenses due under this Agreement. Customer shall pay all amounts due under this Agreement, except those disputed in good faith, to WORKS upon receipt of the invoice from WORKS. Customer shall pay a monthly service charge of 1½%on all such amounts not paid within 30 days of the invoice date. Customer shall reimburse WORKS for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency costs.

5. Proprietary Rights and Confidentiality

5.1 *Copyrighted Works.* Customer acknowledges that the software components of the Services, including, associated report formats, screen displays, menu features, and all derivative works (collectively, "Software") and the written materials and other content provided as part of the Services (collectively, "Materials") constitute copyrighted works protected by federal and international copyright laws and are owned by WORKS or its licensors. The Software, Materials, and all copies, versions, and derivative works of the Software and Materials shall remain the sole property of WORKS or its licensors. Customer shall not permit any personnel to remove any proprietary or restrictive notices contained or included in the Software or Materials, and Customer shall not permit any personnel to copy or modify the Software or Materials, except as specifically authorized by this Agreement. Customer may copy and adapt the Materials for its own internal use, provided all such copies and adaptations include WORKS'proprietary and restrictive notices. In addition, Customer may copy and disclose the Materials to the limited extent necessary for it to comply with any applicable public records laws or regulations.

5.2 *Restrictions.* Customer further acknowledges that the Software and Materials are commercially valuable proprietary products belonging to WORKS or its licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford WORKS and its licensors a commercial advantage over its competitors. Customer understands that loss of this competitive advantage due to any unauthorized copying or downloading or use of the Software or the Materials would cause substantial damage to WORKS and its licensors. Customer shall not decompile or otherwise reverse engineer or decode the Software. Customer shall not disclose the results of any benchmark tests run on the Software, without the prior written approval of WORKS. Customer shall not undertake, directly or indirectly, any action or omission that may in any way lead to the unauthorized dissemination, reproduction, or use of the Software or the Materials. Customer may allow certain third parties access to the Services when such parties require access in order for Customer to use the Services as contemplated by this Agreement. Other than as permitted by the foregoing sentence and in Attachment A, Customer may not allow access to the Services by any entity without the prior written consent of WORKS.

5.3 *Ownership.* The Software and Materials and all copies, versions, and derivative works of the Software and Materials made by or on behalf of Customer are and shall remain the sole property of WORKS or its licensors. Any modifications to the Software, including all associated intellectual property rights, made or provided by WORKS pursuant to this Agreement, whether alone or with any contribution by Customer, shall be owned exclusively by WORKS or its licensors. To the extent that Customer may acquire any right or interest in the modifications by operation of law, Customer irrevocably assigns all such right and interest exclusively to WORKS. Customer shall take any action and execute any documents reasonably necessary and sufficient to give effect to the provisions of the foregoing.

5.4 *Export Restrictions.* Customer shall not export the Services, the Software, the Materials, or any direct product thereof, directly or indirectly, in violation of the export laws and regulations of the United States of America.

5.5 *Student and Staff Records.* WORKS acknowledges that it may create, receive from or on behalf of Customer or Customer authorized parties, or have access to records or record systems that are subject to certain federal, state, and local laws and regulations (such records collectively, "Records"). The Records are the sole property of Customer. WORKS shall maintain the confidentiality of the Records. WORKS shall not be liable for any unauthorized or inappropriate disclosure of confidential student or staff information by Customer. WORKS may disclose confidential student or staff information when required by law to do so or when authorized by Customer to make such a disclosure.

5.6 *Survival.* Each party's obligations under this Section 5 shall survive termination of this Agreement, except, with respect to non-trade secret confidential information, to the extent that applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of this Agreement. Each party acknowledges that a breach of its obligations under this Section 5 may cause irreparable harm to the other party or its licensors for which monetary damages would be inadequate and the other party or its licensors may be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or in equity.

6. Warranties

6.1 *Authority.* Each party warrants that it has the full authority, right, and power to enter into and perform its obligations under this Agreement. Each party warrants that its entering and performing this Agreement does not conflict with any other agreement to which it is a party, or any law or regulation of any applicable governmental authority.

6.2 *Performance.* WORKS warrants that it has the right to grant the rights granted to Customer under this Agreement. WORKS warrants that the Services will be of professional quality conforming to the applicable generally accepted industry standards. As WORKS'sole obligation and Customer's exclusive remedy, in the event of any material failure to meet such standards, WORKS shall make all reasonable efforts to correct any such failure. Due to the unique circumstances of Customer, WORKS does not warrant that the Services or Materials are accurate with respect to the regulations applicable to Customer or will meet Customer's particular requirements. Customer is solely responsible for (a) the proper use of the Services; (b) the content and accuracy of all reports and documents prepared in whole or in part by using the Services;and (c) ensuring that Customer is in compliance with all applicable laws and regulations. Customer acknowledges that it does not rely on WORKS or the Services for any advice or guidance regarding compliance with laws and regulations.

6.3 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WORKS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. WORKS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, ACCURACY OF DATA, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR FROM USAGE OF TRADE.

7. Indemnities and Liabilities

7.1 *Indemnification by Customer.* Except to the extent prohibited by law, Customer shall indemnify and hold WORKS and its licensors harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) Customer's use of the Services; (b) Customer's operation of its business and the safety of its workplace; (c) Customer's gross negligence or willful misconduct; (d) claims of users whom Customer allows to access the Services, and (e) as to this Agreement, any breach of its obligations under Section 5 above.

7.2 *Indemnification by WORKS.* WORKS shall indemnify and hold Customer harmless from and against all claims, liabilities, damages, and expenses, including court costs and reasonable attorney fees, arising out of or in any manner connected with (a) WORKS'operation of its business or the safety of its workplace; (b) WORKS'gross negligence or willful misconduct;and (c) as to this Agreement, any breach of its obligations under Section 5 above. The limitation set forth in Paragraph 7.3 below shall not apply to claims under this Paragraph 7.2.

7.3 *Limitation of Liability.* The total liability of WORKS and its licensors for all claims, whether in contract, tort, or otherwise, arising out of, connected with, or resulting from the Services or any other thing under this Agreement, shall not exceed the amounts paid by Customer to WORKS under this Agreement during the 12 months immediately preceding the claim.

7.4 *Exclusion of Liability.* WORKS SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR CAUSED, IN WHOLE OR IN PART, BY ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, OR OTHER INFORMATION PROVIDED THROUGH THE SERVICES OR BY DELAYS IN OR INTERRUPTIONS OF ACCESS TO WORKS'WEBSITE. IN NO EVENT SHALL WORKS, ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF CUSTOMER EMPLOYEES, THIRD-PARTY CLAIMS BASED ON CUSTOMER ACTS OR OMISSIONS, OR PENALTIES OR CITATIONS AGAINST CUSTOMER OR ANY AFFILIATE OF CUSTOMER, EVEN IF WORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.5 *Survival.* The obligations under this Section 7 shall survive termination of this Agreement.

8. Term and Termination

8.1 *Term.* This Agreement shall commence on the Effective Date and shall continue for the initial term specified in Attachment B. Thereafter, this Agreement shall automatically renew for successive renewal terms of 12 months each, unless and until this Agreement is otherwise terminated in accordance with this Agreement.

8.2 *Termination for Convenience.* Either party may terminate this Agreement as of the end of any term upon 30 days'prior written notice to the other.

8.3 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days'prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.

8.4 *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The nondefaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within 30 days after receipt of the notice, the nondefaulting party may terminate this Agreement by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured, the nondefaulting party may terminate this Agreement immediately upon written notice to the defaulting party. The right to terminate this Agreement is in addition to any other rights and remedies provided under this Agreement or otherwise under law.

8.5 *Additional Right.* In addition to the rights set forth in this Agreement, if Customer fails to pay any fees or charges due under this Agreement, except those disputed in good faith, for 60 days, or fails to carry out any other material obligation under this Agreement, WORKS may, at its option, suspend Customer's access to the Services, upon ten days'prior written notice to Customer. Unless this Agreement is terminated pursuant to Paragraph 8.4 above, upon Customer curing the default, WORKS shall reinstate any suspended access to the Services.

8.6 *Effect of Termination.* Customer shall cease all use of the Services and Materials immediately upon termination of this Agreement. Within ten days after the effective date of any termination, Customer shall return to WORKS or destroy the Materials and all materials or media, including any information, records, and materials developed on the basis of any WORKS confidential information. No termination of this Agreement shall release Customer from any obligation to pay WORKS any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of access to the Services shall release Customer from any obligation to pay WORKS any fees due under this Agreement. Only if Customer terminates this Agreement due to WORKS'default, will Customer be entitled to a refund of amounts paid to WORKS for the portion of the current fee period following the date of termination of this Agreement. At Customer's request, upon termination of this Agreement, Customer and WORKS will determine the appropriate data retention and destruction strategies for Customer's data archived on the Services'website, based on both Customer's retention requirements and the legal retention requirements then in effect. Customer shall pay WORKS'then-current standard rates for WORKS'work to destroy or to format, prepare, and deliver Customer's data to Customer. Notwithstanding the foregoing, WORKS has no obligation to deliver Customer's data to Customer until Customer has paid WORKS all amounts due from Customer under this Agreement. There will be no charge for WORKS to retain Customer's data.

9. Miscellaneous

9.1 *Nonsolicitation.* Each party shall refrain from soliciting for employment or employing, directly or indirectly, without the consent of the other party, any employee, consultant, or subcontractor of the other until 12 months have elapsed following termination of this Agreement, or until 12 months have elapsed following termination of the employment of the employee, consultant, or subcontractor, whichever occurs first.

9.2 *Assignment.* Neither party may assign or otherwise transfer this Agreement or any rights or obligations under this Agreement to any third party without the prior written consent of the other party, except that this Agreement may be transferred to a successor to all or substantially all of the assets and business of the transferring party. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 9.2, this Agreement shall be binding upon and shall inure to the benefit of the parties'successors and assigns.

9.3 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.

9.4 *Waiver.* The failure of either party to act upon any right, remedy, or breach of this Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

9.5 *Notices.* Unless provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be personally delivered, or sent by telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the address set forth in Paragraph 1.1 above, or to such other address as shall be advised by any party to the other in writing. Notices shall be effective as of the date of receipt.

9.6 *Third-Party Beneficiaries.* For the limited purpose of enforcing the obligations under Section 5 above, WORKS'licensors, suppliers, and subcontractors shall be third-party beneficiaries under this Agreement.

9.7 *Dispute Resolution.* Any claim or controversy arising out of or relating to this Agreement, including any anticipatory breach or disagreement as to interpretation of this Agreement, that is not resolved by the parties themselves or through mediation, shall be settled by binding arbitration in the Cincinnati, Ohio area, administered in accordance with the American Arbitration Association's Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Subject to any applicable open public records laws, neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that the prevailing party shall be entitled to an award of reasonable attorney's fees.

9.8 *Governing Law.* This Agreement and any claim arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, excluding its conflict of laws principles.

9.9 *Provisions Severable.* The provisions of this Agreement are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated.

9.10 *Entire Agreement.* This Agreement, together with the attachments, constitutes the entire agreement and understanding between the parties relating to the object and scope of this Agreement. Any representation, statement, or warranty not expressly contained in this Agreement shall not be enforceable by the parties. This Agreement may not be amended except by a writing that specifically references this Agreement and is signed by authorized representatives of the parties.

Geauga County ESC

By: _____
(Signature)

Jennifer Felker
(Name Typed or Printed)

Superintendent
(Title)

_____
(Date)

WORKS International,Inc.

By: _____
(Signature)

Tom Strasburger
(Name Typed or Printed)

Vice President, Sales & Marketing
(Title)

_____
(Date)

ATTACHMENT A

ADDITIONAL INFORMATION

1. Software Needed to Use Services

The Software licensed under this Agreement as part of the Services is designed and built to operate on a variety of systems and hardware.The software(at the specified versions)listed below is suggested to experience the full potential of the Services.The listed software is available free of charge and can be obtained by Customer through links either on WORKS'website or embedded in the Software.

- Adobe Acrobat Reader
- Adobe Flash Player (due to the limitations of Adobe Flash Player and mobile devices, PublicSchoolWORKS is no longer publishing courses in Flash. We are now publishing in HTML5 and are transitioning all courses to HTML5 to enhance user experience on mobile devices)
- Firefox
- Google Chrome
- Internet Explorer
- Safari

2. Additional Use of Services

If Customer acquires the EmployeeSafe Suite Services under this Agreement,Customer may use EZmaint,Preventive Maintenance,and ITassist Services at no additional charge under the terms of this Agreement.

If Customer acquires Compliance Manager,Hazard Reporting,Staff Safety Reporting Systems,EZmaint,or ITassist under this Agreement,Customer may use such Services to manage the work of third-party service providers.

Online training is available to Customer employees only,unless otherwise provided in this Agreement.

To the extent that the additional uses described above allow use of any components of Services,including the Software,for or by third parties,Customer shall require all such third parties to abide by the license restrictions and confidentiality provisions set out in this Agreement.Customer hereby guarantees the compliance of such third parties with the terms of this Agreement and shall be fully liable for any and all noncompliance by such third parties.

ATTACHMENT B

TERM OF SERVICES AND FEES

INITIAL TERM OF SERVICES 2 year(s)

STAFF & STUDENT SAFETY SYSTEM OPTIONS

ANNUAL LICENSE FEES		Fee
EmployeeSafe Suite	$ 21.90 per FTE x 172 FTEs =	$ 3,766.80
Total Annual License Fees		$ 3,766.80

ONE-TIME FEES	Fee
EmployeeSafe Suite	$ 3,220.00
Total One-Time Fees	$ 3,220.00

EMPLOYEESAFE SUITE SPECIAL PROGRAM

In an effort to experience a full EmployeeSafe Suite implementation, PSW is offering the below pricing schedule.
The district may choose to regress to a lower level program after year two.

Jul 2017 - Jun 2018 TOTAL COST		
EmployeeSafe Suite - Implementation Fee	$ 3,220.00	$ 3,220.00

Jul 2018 - Jun 2019 TOTAL COST		
EmployeeSafe Suite - Annual License Fee	$ 3,766.80	$ 3,766.80

ATTACHMENT C

STAFF & STUDENT SAFETY SYSTEM OPTIONS

EmployeeSafe[SM] Suite

Risk management solution that includes systems and content Integrated to implement, manage and sustain a comprehensive safety compliance program to reduce risk and drive down the costs associated with all human injuries.

Staff Training

Automated training system manages and sustains a training program to develop a "culture of safety", while ensuring compliance to a district's expectations. Managed training addresses safety initiatives *(based on when specific types of injuries are likely to occur)*, compliance requirements, and district needs for signoff on policies, crisis plans, handbooks and other district-specific needs.

- Training Scheduler assigns courses by occupation, site, department and whenever is appropriate
- Manages assignment types including one-time, recurring, new hire, changes in occ./dept./site and more
- Notifications and reminders are auto-emailed to staff to ensure training is completed timely
- Non-compliance reports are auto-emailed to key supervisors alerting them to who has not completed training
- District-wide non-compliance reports are auto-emailed to training manager
- R&D department keeps with all legislation & develops customizable content to provide to ensure compliance
- Top Industry Authors used and includes school, safety, HR and other qualified experts
- Course Time Tracking (CEU / PDU) tracks rated and actual time for completion
- Post-Accident Retraining for Staff (integrated w/ Accident Management System)
- SafetyCulture Staff Awareness (integrated with Compliance Task Mgmt System) to reinforce safety in meetings
- Staff training for crisis plans, board policies, employee handbooks and more
- 24/7 phone access to customer and technical support
- 400+ online safety and compliance courses
    1. Children's Internet Protection Act (CIPA) Catalog
    2. Emergency Management Catalog
    3. First Aid Equipment & Supplies Catalog
    4. Food Safety Catalog
    5. Hazard Assessments Catalog
    6. Human Resources & Employment Law Catalog
    7. Operations Safety Catalog
    8. Personal Productivity Catalog
    9. Safe Work Practices & Job Procedures Catalog
    10. School Nurse Safety Catalog
    11. State-specific Custom Catalog (developed per state)
    12. Student Behavior, Intervention & Support Catalog
    13. Student Safety, Wellness & Social Responsibility Catalog
    14. The WORKS "How-to" Catalog (training for use with other PublicSchool**WORKS** programs)
    15. Workplace Safety & Regulatory Compliance Catalog
- Custom Course Development
    1. Board Policies Catalog
    2. Crisis Plans and Other Safety Initiative Catalog
    3. Staff Handbooks Catalog
- Compliance Requirements – Fully Compliant and Provided by PublicSchool**WORKS**
    1. Phone access to a knowledgeable safety & compliance specialist
    2. Written Safety Plans (Customer provided or PublicSchool**WORKS** Models and delivered by PSW)
- Compliance Requirements – Provided by Customer (as addressed by other vendors)
    1. Knowledgeable safety & compliance specialist (Name provided by customer)
    2. Written Safety Plans (Provided and delivered only by Customer)

Accident Management System

System automates and manages district risk reduction initiatives to reduce staff incidents and the related insurance costs. The system infuses safety into schools as it auto-mobilizes key staff to take action, whether to investigate the incident or remediate the hazard to prevent future injuries. The result is to provide safe working and education conditions.

- Online "smart" form that requires complete information when submitting incident reports
- Provides time and date recording of all information to add in any with incidents
- Investigator is auto-notified to investigate the incident with an attached investigation report
- Key staff is auto-notified to remediate the hazard to minimize the chance of a reoccurrence
- Auto-completed claim form; lost-time & claims manager; auto-communication with workers' comp.
- Feature to request and store witness statements and journal entry of additional information learned
- Attachment feature to upload pictures, diagrams and other pertinent information to the incident
- Online repository for housing all information related to each incident
- Provides safety committees division-wide & school trend reports to manage prevention
- 24-7-365 phone access to system access and technical support

Compliance Task Management System (non-training requirements)

System automates and manages required compliance tasks such as drills and inspections with tools for scheduling, notifying, and tracking each task to completion. If tasks are not completed, administrators are notified regarding the non-compliant areas. Included are model compliance tools including template books with predefined safety tasks, written plans and programs, forms, checklists and other documents needed for a comprehensive safety program.

- Task Scheduler assigns, tracks and manages compliance tasks required of staff and vendors
- Notifications and reminders are auto-emailed to staff and vendors to complete required tasks
- Task managers are auto-alerted when staff or vendors do not completed tasks
- Includes library compliance tasks, written plans, inspection forms, checklists and other required tasks
- R&D department keeps with all legislation & develops customizable content to provide to ensure compliance
- 24/7 phone access to customer and technical support
- 24-7-365 phone access for staff to report completing safety and compliance tasks

SDS Now!

Systems address compliance requirements for dealing with dangerous chemicals, while providing tools and access that improves safety for staff.

- ***Bronze***

  System includes online access to a 4.5+ million Safety Data Sheets (SDS) database and telephone access to chemical specialists. In OSHA and some other states, it eliminates the need for paper SDS binders.

  1. 24-7-365 online access to 4.5 million+ SDSs
  2. 24-7-365 phone access to chemical safety specialists (multi language)
  3. 24-7-365 phone access to chemical spill management specialists (multi language)
  4. 24-7-365 phone access to chemical exposure & poison control - for humans (multi language)
  5. 24-7-365 phone access to chemical exposure & poison control - for pets (multi language)
  6. May eliminate the requirement for SDS binders and the hours needed to keep current!
  7. Minimizes reading and language barriers
  8. Master SDS EduBinder for most commonly found education SDSs

- ***Silver*** (Custom Electronic SDS Binder)

  System is fully scalable and hosted online with a district-specific SDS database. The system provides unlimited user access to specific SDS libraries by site, cabinet, closet, lab or other chemical school locations.

  1. Includes all features from SDS Now! - Bronze above
  2. Provides management of individual Folders via building, classroom, closet, etc.
  3. Provides for a chemical inventory to meet legislated requirements
  4. Provides indexing of chemicals automatically *(client required to index using all other services)*
  5. Updates all SDS ongoing *(client required to index using all other services)*
  6. Multilingual indexation of SDS
  7. Safe Use Guides/Summary Sheets based on GHS
  8. GHS Indexation Change Alerts
  9. Global GHS Inventory Lists
  10. Print on demand labels
  11. Optional Program and Incurs Additional Fees

Staff Misconduct Reporting System

System for staff to report issues related to report, fraud, embezzlement and other issues that may lead to unsafe or hostile work environments. Administration is notified to take action quickly and appropriately.

1. Reports are submitted confidentially to make it easier for uncomfortable issues to be reported
2. System auto-notifies key division employees of concerns via email
3. Key administrators investigate and document resolution of reports
4. Tracks and documents confidential report resolution
5. Provides division-wide and school trend reports

Staff Safety Reporting Systems
Systems improve safety in schools as staff submits reports based on hazards, near-misses, pest sightings and safety suggestions and key staff are immediately notified to remediate the risks associated with each safety concern. The system tracks the report to completion and auto-communicates with the submitter through the report resolution.

- ***Hazard Reporting System***
  1. Automated online reporting of hazards
  2. Auto-notifies key division employees of issues to take corrective action
  3. Auto-communicates status to report initiator throughout the process
  4. Attachment feature for uploading images and other key information
  5. Exposes safety issues before they become costly workers' compensation or liability accidents
  6. Tracks and documents report resolution
  7. Provides division-wide and school trend reports
- ***Safety Suggestion System***
  1. Automated online reporting safety suggestions
  2. Auto-notifies key division staff to mitigate the issue before it becomes a liability
  3. Auto-communicates status to report initiator
  4. Attachment feature for uploading images uploading images and other key information
  5. Exposes safety issues before they become costly workers' compensation or liability incidents
  6. Tracks and documents report resolution
  7. Provides division-wide and school trend reports
- ***Pest Sighting Reporting System***
  1. Automated online reporting of pests or signs of pests
  2. Auto-notifies key division employees of pests or pest sightings via email
  3. Auto-communicates status to report initiator
  4. Attachment feature for uploading images to make it quick and easy to resolve the issue
  5. Exposes pest issues before they become costly problems
  6. Tracks and documents report resolution
  7. Provides division-wide and school trend reports
- ***Near-Miss Reporting System***
  1. Automated online reporting of employee near-miss incidents
  2. Auto-notifies key division employees of near-misses via email
  3. Auto-communicates status to report initiator
  4. Attachment feature for uploading images to make it quick and easy to resolve the issue
  5. Exposes safety issues before they become costly workers' compensation or liability accidents
  6. Tracks and documents report resolution
  7. Provides division-wide and school trend reports

Parent *(available if using* StudentWatch *Suite Student Bullying Reporting System)*
Systems provide parents access to student safety and wellness training and tools that provide for and encourage a safer school environment for students.

- *Parent access to staff and student training*
- *Compliance task management system manages communication for awareness of student safety initiatives*
- *Tools provided for students includes posters and labels*
- *Access to safety information, including national crisis hotlines, awareness information and more*
- *Portal to view bullying, cyberbullying and other training provided to staff and or students*
- *Student Bullying & Safety Reporting Systems for student, parent and community reporting of safety concerns*

StudentWatch[SM] Suite

Student safety and behavior programs including student/parent telephone and online reporting, accident reporting and behavior management systems that combine together to help provide safer schools for students.

Student Safety Reporting System

Program that includes the reporting system for students to report personal and school safety and wellness concerns that notify administration to take action. Stickers and posters are included and the EmployeeSafe Compliance Task Manager is included to notify school administrators to periodically alert students that the systems are available.

- 24/7 online and telephone system for students to anonymously report personal or school safety issues
- 24/7 telephone access to crisis resources for suicide, self-abuse, drugs, weapons and other concerns
- Auto-notifies key site and central office employees of concerns via email
- Urgent response call tree to initiate telephone contact to key administrators in emergency situations
- Minimizes time, effort and liability associated with tracking and resolving student safety concerns
- Tracks and documents anonymous report resolution
- Provides safety committees division-wide and school trend reports

Student Bullying Reporting System

Program that includes a reporting system for students to report bullying issues which auto-notifies school adminstrators to take action. Stickers and posters are included and the EmployeeSafe Compliance Task Manager is included to notify school administrators to reinforce to students throughout the year that the systems are available.

- 24/7 online and telephone system for students or parents report on bullying incidents
- Auto-notifies key division employees of concerns via email
- Minimizes time, effort and liability associated with tracking and resolving student bullying incidents
- Tracks and documents anonymous report resolution
- Provides safety committees division-wide and school trend reports
- Automates the management of student bullying data
- Provides online journal to document investigations and follow-up activities
- Auto-emails reports to key administrators
- Provides safety committees division-wide & school trend reports to manage prevention

Student Accident Management System

System automates and manages actions taken related to non-workers' compensation injuries to reduce student, parent and other liability incidents and the related insurance costs. The system auto-mobilizes key staff to take action based on their role in the process The result is to provide safe working and education conditions.

- Automates the reporting and management of student accidents
- Automatically communicates, tracks & manages student accident reports
- Provides online journal to document first aid, witness statements, and follow-up activities
- Auto-emails student accident reports to key administrators
- Records details of recommended medical treatment (in case of liability concerns)
- Provides safety committees district-wide & school trend reports to manage prevention

Student Behavior Management System

System for implementing effective discipline processes to help teachers and administrators make appropriate decisions regarding at risk and other students. The system streamlines the submission and communication processes so that key stakeholders are aware of the status of at risk and other students resulting in improved education in the classroom.

- Confidential student behavior, discipline, intervention, referral, and support management system
- Automatically communicates, tracks & manages student behavior referrals and minor reports
- Integrates and maintains compliance with board policies, federal and state regulations
- Integrates and maintains compliance with division Codes of Conduct
- Includes automated intra-division and parent communications
- Identifies trends and behavior patterns enabling proactive intervention to avoid student violence
- Enables easy, immediate notification to teachers of urgent student intervention needs
- Provides data and analytics for schools and the division for effective data driven decision-making
- Improves discipline practices and addresses state/federal reporting

***Parent** (available if using various* EmployeeSafe *Suite systems)*

Systems provide parents access to student safety and wellness training and tools that provide for and encourage a safer school environment for students.

- *Parent access to staff and student training*
- *Compliance task management system manages communication for awareness of student safety initiatives*
- *Tools provided for students includes posters and labels*
- *Access to safety information, including national crisis hotlines, awareness information and more*
- *Portal to view bullying, cyberbullying and other training provided to staff and or students*
- *Student Bullying & Safety Reporting Systems for student, parent and community reporting of safety concerns*

PRICING OPTIONS

STAFF & STUDENT SAFETY SYSTEM OPTIONS

ANNUAL LICENSE FEES		Fee
EmployeeSafe Suite	$ 21.90 per FTE x 172 FTEs =	$ 3,766.80
Total Annual License Fees		$ 3,766.80

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EMPLOYEESAFE SUITE SPECIAL PROGRAM

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EmployeeSafe Suite - Implementation Fee	$ 3,220.00	$ 3,220.00

Jul 2018 - Jun 2019 TOTAL COST		
EmployeeSafe Suite - Annual License Fee	$ 3,766.80	$ 3,766.80

Implementation/Startup/Support

Basic costs include discussions with key administrators,system setup,loading of data,importing of forms and other necessary activities.There is minimal involvement of the school division to get the program up and running as virtually all support is provided by PublicSchoolWORKS.

Typical involvement by a division includes providing employee data to PublicSchoolWORKS for upload and set up of links on the division website(additional needs would be to provide electronic versions of custom course information– **Online Training plus Course Development Systems***).Everything else typically falls to PublicSchoolWORKS.*