MINUTES
GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
JULY 24, 2017 7:00 P.M.

The Geauga County Educational Service Center board met on July 24, 2017, at 7:00 p.m., 470 Center St., Bldg. 2, Chardon, Ohio, for the purpose of conducting their regular business meeting. Members present: Mrs. Cavanaugh, Mr. Burnett, Mr. Remias, Mrs. Koster and Mr. Battles. Also present: Joan Benedejcic.

The Pledge of Allegiance was recited.

MOTION: 106-2017
Mr. Burnett moved and Mrs. Cavanaugh seconded the motion to approve the agenda and addendum and addendum to the addendum with correction, removing the request for executive session and removing three policies: 5460, 6233 and 6680.
Vote: Mr. Burnett, yes; Mrs. Cavanaugh, yes; Mr. Remias, yes; Mrs. Koster, yes; and Mr. Battles, yes. Motion carried.

MOTION: 107-2017
Mrs. Koster moved and Mrs. Cavanaugh seconded the motion to approve the regular meeting minutes from June 27, 2017 with correction to remove the job descriptions for approval.
Vote: Mrs. Koster, yes; Mrs. Cavanaugh, yes; Mr. Burnett, yes; Mr. Remias, yes; and Mr. Battles, yes. Motion carried.

MOTION: 108-2017
Mrs. Koster moved and Mrs. Cavanaugh seconded the motion to approve the Treasurer's report as listed below:

1) June financial statement.
2) June warrants written.
3) June investments.
4) July invoices payable.
5) Approval of funds:
   Fund #516-9017 – iSTEM IDEA-B Special Education Grant - $7,254.33
   Fund #590-9017 – iSTEM Title II-A Improving Teacher Quality - $509.73
6) Approval of advance from General Fund to Competency Based Education in the amount of $21,756.80.
7) Approval of advance return to General Fund from Competency Based Education in the amount of $21,756.80.

Vote: Mrs. Koster, yes; Mrs. Cavanaugh, yes; Mr. Burnett, yes; Mr. Remias, yes; and Mr. Battles, yes. Motion carried.

Mrs. Felker discussed the following topics:

1) ESC Goals update.
2) Geauga/Lake/Summit Learning Alliance.
3) Job Descriptions.
4) Salary increases for additional duties.
5) Office move update.
6) Increase Superintendent Professional Development approval amount.
7) OSBA Capital Conference.
8) Support staff.

There was discussion on the salary adjustments.

Mr. Burnett inquired about the new budget bill and what it means for educational service centers. Jennifer explained how it negatively impacts the districts, as well as the ESC.

MOTION: 109-2017
Mr. Burnett moved and Mrs. Koster seconded the motion to approve the personnel items as listed below:

1) Professional meeting requests for attendance:

Jennifer Felker, Sue Sotkovsky, Michael Abraham, Dana Eggers, Jaina Gandolfi, Donna Cook, Robin Ludwig and Alanna Hruska, ESC Personnel, to attend the ESC Leadership Symposium, Aurora, August 2-3, total approx. cost: $1,349.00.

Jennifer Felker, Sue Sotkovsky and Donna Cook, ESC Personnel, to attend OESCA Fall Conference, Columbus, September 11-12, total approx. cost: $1,660.00.

Sue Sotkovsky, Treasurer, to attend Budget Analysis and Discussion Seminar, Columbus, August 14, total approx. cost: $380.00.

Jill Kellogg, Melinda Bednarik, Elizabeth Bumpus and Camille Becker, ESC Preschool and STARS Teachers, to attend Cleveland Clinic Center for Autism Workshop: Two day Applied Behavior Analysis, Cleveland, Aug. 10-11, total approx. cost: $1,350.00.

2) Contract resignations:

Francis Carraher, iSTEM Teacher, effective July 31, 2017. Letter attached.
Lindsay Baar, Gaitway Principal, effective July 31, 2017. Letter attached.
Matthew Monsman, Job Training Coordinator, effective July 31, 2017. Letter attached.
Katie Seifried, Preschool Teacher, effective July 31, 2017. Letter attached.
Michelle Szastak, Coordinator for the Visually Impaired, effective July 31, 2017. Letter attached.

3) New employees:

Sherry Halliburton, LGCA Student/EMIS Support,
One year limited contract effective July 1, 2017 through June 30, 2018.
Salary - $49,500.00, 260 days. All benefits offered.

Jim Martin, LGCA Media and Classroom Technology Support,
One year limited contract effective July 1, 2017 through June 30, 2018.
Salary - $68,000.00, 260 days. All benefits offered.

Brandi Wiles-Evans, Job Training Coordinator,
One year limited contract effective August 1, 2017 through July 31, 2018.
MA Step 5, Salary - $45,968.00, 185 days. All benefits offered.

Chrysanthi Weisberger, Occupational Therapist,
One year limited contract effective August 1, 2017 through July 31, 2018.
Salary - $19,500.00, 75 days. No benefits.

Emily Marie Scalise-Swartzlander, Geauga Achieve Intervention Specialist,
One year limited contract effective August 1, 2017 through July 31, 2018.
BA Step 3, Salary - $37,271.00, 185 days. All benefits offered.

Camille Becker, Preschool Teacher,
One year limited contract effective August 1, 2017 through July 31, 2018.
MA Step 2, Salary - $40,843.00, 185 days. All benefits offered.

Elizabeth Bumpus, Preschool Teacher,
One year limited contract effective August 1, 2017 through July 31, 2018.
BA+15 Step 5, Salary - $41,589.00, 185 days. All benefits offered.

Vincent Pettrecca, iSTEM Teacher,
One year limited contract effective August 1, 2017 through July 31, 2018.
MA Step 1, $42,260.00, 185 days. All benefits offered.

Jordan Alegant, LGCA Technical Support,
One year limited contract effective July 1, 2017 through June 30, 2018.
Salary - $44,000.00, 260 days. All benefits offered.

4) Contract for approval:

Cindy Sague, Administrative Assistant,
One year limited contract effective July 1, 2017 through June 30, 2018.
$14.00 per hour, as needed, up to a maximum of $15,000.00.

5) Approval of job descriptions for administrators with additional responsibilities. Descriptions attached.

Vote: Mr. Burnett, yes; Mrs. Koster, yes; Mrs. Cavanaugh, yes; Mr. Remias, yes; and Mr. Battles, yes. Motion carried.

Joan Benedejcic left at 8:40 p.m.

MOTION: 110-2017
Mr. Burnett moved and Mr. Remias seconded the motion to approve a one-time bonus to the following employees for additional work performed or to be performed, to be paid at the discretion of the Superintendent and Treasurer.

Dana Eggers	$2,500.00
Jaina Gandolfi	$1,500.00
Robin Ludwig	$1,500.00
Tina DeMattia	$2,000.00

Vote: Mr. Burnett, yes; Mr. Remias, yes; Mrs. Cavanaugh, yes; Mrs. Koster, yes; and Mr. Battles, yes. Motion carried.

MOTION: 111-2017
Mrs. Koster moved and Mr. Remias seconded the motion to approve the attendance bonus to be paid to employees who have used one sick day or less during the 2016-2017 school year. List attached.
Vote: Mrs. Koster, yes; Mr. Remias, yes; Mrs. Cavanaugh, yes; Mr, Burnett, yes; and Mr. Battles, yes.
Motion carried.

Mrs. Koster reported on the Public Records Retention Committee meeting held on July 12, 2017.

MOTION: 112-2017
Mrs. Koster moved and Mr. Burnett seconded the motion to approve increasing the Superintendent professional meeting approval amount to $2,500.00 per individual per occurrence.
Vote: Mrs. Koster, yes; Mr. Burnett, yes; Mrs. Cavanaugh, yes; Mr. Remias, yes; and Mr. Battles, yes.
Motion carried.

MOTION: 113-2017
Mrs. Koster moved and Mr. Burnett seconded the motion to approve changing the board meeting to August 29, 2017 at 7:00 p.m.
Vote: Mrs. Koster, yes; Mr. Burnett, yes; Mrs. Cavanaugh, yes; Mr. Remias, yes; and Mr. Battles, yes.
Motion carried.

MOTION: 114-2017
Mr. Burnett moved and Mrs. Cavanaugh seconded the motion to approve the following new business items:

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

2) Approval of Independent Contractor:

   Holly Jacobson, Teen Pregnancy Prevention Instructor and Youth Advisory Council Coordinator, effective August 1, 2017 through July 31, 2018 as needed, based on duties defined in attached contract. Compensation not to exceed $35,000.00.

3) Approval of the membership in the Alliance for High Quality Education. Total cost for the 2017-2018 school year: $3,500.00.

4) Approval of the membership in Ohio Schools Council. Total cost for the 2017-2018 school year: $350.00.

5) Approval of the 2017-2018 School Law Hotline Agreement between the Geauga County ESC and McGown & Markling. McGown & Markling shall provide five (5) pro bono hours of legal services for the 2017-2018 school year. Additional hours shall be billed at a blended hourly rate of $250.00. Contract attached.

6) Approval of School District Service Agreement between the Geauga County ESC and Chagrin Falls Exempt Village Board of Education for GCESC to provide the requested services for the 2017-2018 school year.

7) Approval of School District Service Agreement between the Geauga County ESC and iSTEM Geauga Early College High School for GCESC to provide the requested services for the 2017-2018 school year.

8) Approval of Independent Contractor Agreement between Patti Koslo and iSTEM Geauga Early College High School to provide communication, marketing and advocacy consulting services from July 1, 2017 through June 30, 2018 at an hourly rate of $65.00 per hour. Total contract amount not to exceed $9,750.00. Agreement attached.

9) Approval of Commercial Insurance Policy for iSTEM Geauga Early College High School through the Ohio School Plan effective July 1, 2017 through June 30, 2018. Total premium - $8,013.00. Last year's premium - $7,778.00.

10) Approval of for Sue Sotkovsky to continue to be a member of the Ohio Association of School Business Officials. Total cost for the 2017-2018 school year - $582.00.

11) Approval to be able to accept preschool payments via credit card.

12) Approval of the first reading of the following policies:

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

13) Approval of services agreement between the Geauga County ESC and the Mahoning Valley Regional Council of Government from July 1, 2017 through June 30, 2019. Agreement attached.

Vote: Mrs. Koster, yes; Mr. Burnett, yes; Mrs. Cavanaugh, yes; Mr. Remias, yes; and Mr. Battles, yes. Motion carried.

INFORMATIONAL ITEMS:

1) Next Board Meeting – August 29, 2017.
2) Work session with Tim Compan on September 19, 2017 at 6 p.m.
3) Board Policy Review Meeting – October 10, 2017 at 6:15 p.m.

MOTION: 115-2017
Mr. Remias moved and Mr. Burnett seconded the motion to adjourn the meeting at 9:27 p.m.
Vote: Unanimous approval. Motion carried.

July 10, 2017

Geauga County Educational Service Center,

I want to thank you for the opportunity to teach at iSTEM Geauga Early College High School. It was a positive experience and I learned a lot of valuable information for my career. However, I have decided to pursue another option for my career and will not be returning for the 2017-2018 school year.

Thank you,

Francis E. Carraher 7-10-17

Francis E. Carraher III

July 10, 2017

Dear Geauga County Board of Education and Jennifer Felker, Superintendent,

At this time I would like to submit my resignation as Gaitway High School Principal, effective July 31, 2017. I have enjoyed the last 13 years working for the Geauga County ESC. Gaitway High School is a very special place to me. I have been honored to work with the staff, school districts, students and parents. Gaitway High School's staff goes above and beyond each day. I hope that you are able to find a replacement that values their commitment to Gaitway's student population. I also hope they have a strong work ethic and are able to be a strong team leader with both the staff and students.

Thank you,

Lindsay Baar

Matthew A. Monsman

9409 Diagonal Road, Mantua, Ohio 44255 330.671.5742 monsmanma@gmail.com

July 09, 2017

Sue Sotkovsky, Treasurer
470 Center Street
Geauga County ESC
Chardon, Ohio 44024

Dear Sue Sotkovsky,

This letter is my formal notice that I am resigning from my position from the Geauga County ESC as a Job Training Coordinator, effective August 08, 2017.

I have thoroughly enjoyed teaching and working as a Job Training Coordinator for the Geauga County ESC. It has been both a rewarding and memorable experience.

Thank you for the wonderful experience working with the Geauga County ESC.

Sincerely,

Matthew Monsman

June 22, 2017

Jennifer Felker

GCESC Superintendent

470 Center Street

Chardon, Ohio 44024

Dear Mrs. Felker,

I am writing to inform you that I will not be continuing my contract for the 2017-2018 school year as a preschool intervention specialist. I have taken a similar position with the Kenston Local School District. My service with the GCESC will end at the end of my current contract.

I have truly enjoyed my last 10 years at the Geauga County ESC. I have been given many opportunities to learn from some of the best in my field and have appreciated all of my experiences. Please let me know if I can be of any assistance going forward. I wish you and the GCESC continued success and growth in the future.

Sincerely,

Katie Seifried

Preschool Intervention Specialist

Michelle Szastak
199 W. Carriage Dr. Apt. 204
Chagrin Falls, Ohio 44022
216-543-3427
michelle@szastak.com

July 9, 2017

Geauga County Educational Service Center
470 Chardon Road
Chardon, Ohio 44024

Dear Sharon Knotek:

I would like to inform you that I am resigning from my position as the Coordinator for the Visual Impaired Program effective 2017-2018 year.

Thank you very much for the opportunities for professional and personal development that you have provided me during the last five years. I have enjoyed working for the agency and appreciate the support provided me during my tenure with the company.

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

Sincerely,

Michelle Szastak 7-9-17

Michelle Szastak, CTVI, O&M, and VRT 7/9/17

2017-2018 ASSIGNMENTS

EMPLOYEE	2017-18 ASSIGNMENTS
MICHAEL ABRAHAM Carrington Youth Academy Supervisor 220 days	• Carrington Youth Academy • Sexual Harassment/Bullying
LINDSAY BAAR Gaitway High School Principal 200 days	• Gaitway High School Principal • Sexual Harassment/Bullying
DONNA COOK Director of Special Services & Accountability 200 days	• Geauga Youth Center School Principal • Manager of Virtual Services • iStem Administrative Services • Grants/CCIP • Supervision of Social Workers, and Parent Mentor • OTES/OPES/ETPES/Roster Verification • Website • LPDC Chair • Talk Network • HQT • Handbook Liaison • CBE • Franklin B. Walter • Family First
DANA EGGERS Director 225 days	• STARS Director • Speech Language Pathologist Supv • Extended School Year Director • Psychologist • Vision • Nursing • Assistive technology • Lindsay Baar – Gaitway • Shelby Kaminski – Preschool • Adaptive Physical Education – Eric Drennen • New Staff Orientation • Infinite Campus • Medicaid • Lake County Collaborative
JAINA GANDOLFI Vocational Director 220 days	• Vocational Director • RAVE Program Director (Riverside, Madison, Painesville City) • Renhill • Provide Transition Professional Development • Supervise: Laura Williams, Christine Casseday • Resident Educator Coordinator • Learning Alliance Special Education
Early Childhood Supv 140 days	• Preschool • Step Up To Quality • Licensing • Early Childhood Education • Preschool CCIP • Enter Pre-K Students/scores in Infinite Campus • Autism Support w/Lake • Family First Early Childhood Committee
ROBIN LUDWIG Director 220 days	• Geauga Achieve Supervisor • Coordinator for CIP Training • ED Program Supervisor • Supervisor for Occupational and Physical Therapist, Behavior Specialist & Adaptive Physical Education (shared w/Dana) • Exousia Children's Rehab
TRICIA EBNER Gifted Coordinator 90 days	• Gifted Coordinator • Facilitate county-wide gifted update meetings • Support & advise the school districts on gifted services • Work with administrators and teachers to support gifted standards implementation

JENNIFER KLOCK Supervising Nurse 200 days	• Train Staff • Vision/Hearing Screenings • Maintain student health records • Public School Works • Nurse – Independent Contractors
STEVE YOUNG Higher Education Liaison 10 days	• Instructor of record for Lake Erie College Wrap-Around Graduate Credit Courses • Core Steering Committee • Coordinate various Professional Development activities • Coordinate leadership meetings • Recruit members, organize & coordinate licensure programs with area universities
PAT WILLIS Truancy & Home School Coord. 90 days	• Home School Services • Truancy Services

Geauga County
EDUCATIONAL SERVICE CENTER

DIRECTOR OF SPECIAL SERVICES AND ACCOUNTABILITY

Job Description

Geauga Youth Center School Principal

- Responsible for all school operations including staff evaluations
- Attend resident's staffing
- Facilitate seamless delivery of services between school and therapeutic group home
- Collaborate with Group Home Director

iStem Administrative Services

- Provide admin support when Principal is not present

Manager of Virtual Services

- Responsible for management of various platforms, currently Virtual Learning Academy, through Jefferson County ESC
- Service billing
- Initial point of contact for enrollment
- Liaison with referring school, providing updates, grades and transcripts

Grants/Comprehensive Continuous Improvement Plan

- Monitor and report on straight A grant
- 21st Century Community Learning Centers grant application, implementation, reporting and continuation
- Title 1 D

Supervision of:

- Social Workers
- Parent Mentor

Ohio Teacher Evaluation and Ohio Principal Evaluation Systems

- Guidelines/information
- Roster verification
- pinning

Website

- Content updates/Professional Development
- Monitoring
- Design
- Marketing

LPDC Chair

- Assist staff in transition to Kiosk
- Monthly meeting

Geauga County
EDUCATIONAL SERVICE CENTER

PROGRAM DIRECTOR

Job Description

Autism Program Director

- Responsible for all program operations including staff evaluations
- Facilitate seamless delivery of services between school district of residence and program of service
- Communicate with district leaders, families, and building administrators to coordinate student success

Coordinator of Speech and Language Services

- Responsible for management of Speech Language Pathologists including caseload assignment, staff evaluation, and ongoing oversight of service delivery
- Initial point of contact for service needs of districts and ongoing coordination of services

Coordinator of Psychological Services

- Responsible for management of Psychologists including caseload assignment, staff evaluation, and ongoing oversight of service delivery
- Initial point of contact for service needs of districts and ongoing coordination of services

District Medicaid Liaison

- Maintain contact with Medicaid billing agencies utilized within the Geauga County districts in order to ensure ESC staff are meeting Medicaid documentation requirements
- Review quarterly reports to ensure personnel are documenting in a timely manner for district reimbursement

Coordinator of Assistive Technology Services

- Create Assistive Technology Evaluation services and format for all Geauga districts
- Create and provide resources for personnel, students and families relating to assisted communication

Supervision/Evaluation of

- Gaitway High School Principal
- Early Childhood Coordinator
- Special Education Coordinator for Preschool Services
- Vision Specialists
- County Nurse
- Adapted Physical Education Teacher

Infinite Campus Trainer

- Attend training sessions and distribute information to ESC supervisors on usage of Infinite Campus
- Train ESC supervisors in Infinite Campus usage

New Hire Orientation

- Organize new hire orientation in order to provide detailed information regarding the Educational Service Center to ensure smooth transition to new hires

Lake County Collaborative

- Provide support for Lake County as deemed appropriate by superintendent

Additional duties as assigned by the Superintendent.

Geauga County
EDUCATIONAL SERVICE CENTER

VOCATIONAL DIRECTOR

Job Description

Vocational Director - GCESC

- Developed, Execute, Supervise Job Training & Work Study Programs
- Develop, execute, and maintain relationships with community employers, community leaders, and volunteer organizations in order to establish and expand the employment opportunities available to transition-age youth.
- Improve instruction methods through professional staff development, evaluation of instruction process, monitoring student progress in instruction
- Ohio Teacher Evaluation & Ohio Principal Evaluation Systems/Credential to recruit/hire all program staff
- Communicate regularly with Transportation Supervisors regarding job site schedule /daily changes
- On-going dialogue/work-sites visits with current employers (monthly, quarterly)
- Ongoing dialogue with Opportunities for Ohioans with Disabilities (OOD), Geauga & Lake County Board of DD, Employment First Counselors for student referrals
- Provide continued education and training in the area of transition to school district staff, parents, and community partners
- Execute Annual Geauga County Transition & Resource Fair, Geauga County Student Career Fair, Quarterly Parent Training
- Develop & Maintain linkages with adult service agencies to provide transition-age youth with resources for employment, training/education, and independent living opportunities both during high school and beyond.

Vocational Director – Riverside

- See above for job details

Renhill Group/ESC Liaison

- Monthly meetings with Renhill agency to promote communication and effective hiring of staff
- Communicate ESC program needs, brainstorm solutions to problems, etc.

Resident Educator Program Coordinator

- Maintain records of staff requiring completion of Resident Educator Program
- Ensure compliance of completion, provide staff resources, etc.

Supervision of:

- Transition Coordinator
- Job Training Coordinators (4 total)
- Career Assessment Specialist
- West Geauga Intervention Specialist
- Notre Dame Elementary Intervention Specialist
- Job coaches (10 total)

Perform all other duties assigned by the Superintendent

EARLY CHILDHOOD SUPERVISOR

Job Description

- Writing goals aligned to acquisition of Early Childhood Education funds, Comprehensive Continuous Improvement Plan for district Early Childhood Education funds, United Way Grant application and grant writing process
- Onsite administrator at Metzenbaum Preschool location
- Ensure compliance with Early Childhood Program Requirements
    - Complete Early Childhood Education surveys
    - Support Step Up to Quality (SUTQ) and licensing
    - Ensure staff attends required amount of Ohio Approved training (30 hours per biennium)
    - Ensure compliance with licensing standards
    - Write non-compliance reports when/if necessary
    - Inform Office of Early Learning and School Readiness of any changes to preschool program including hours or location within building
- Recruitment and registration of new students
    - Sending tuition payment schedules, collecting payments, sending overdue letters
    - Maintaining individual program rosters and knowledge of available placements throughout the county
- Manage daily issues (classroom specific issues, parent phone calls, staff call offs, classroom staffing/ substitute coverage, informing families of building incidents, communicable disease issues)
- Creation of staff calendars ensuring student days and hours meet Early Childhood Education requirements
- Updating handbook and enrollment packet
- Provide early childhood representation on county committees (Geauga Education Collaborative- United Way, Early Childhood Subcommittee- Metz/JFS)
- Participate in SST4 hosted CORE team meetings to obtain updated preschool information
- Ohio Teacher Evaluation System, Assistant evaluations, and Itinerant staff evaluations
- Becoming familiar with the administrative role for Early Childhood PBIS and determining best ways to implement PBIS in preschool
- Serve as mentor for Special Education Coordinator

Perform any additional duties as assigned by superintendent.

Geauga County
EDUCATIONAL SERVICE CENTER

Program Director

Job Description

Multiple Disabilities (MD) Program Supervisor

- Responsible for all program operations including staff evaluations
- Facilitate seamless delivery of services between school district of residence and program of service
- Communicate with district leaders, families, and building administrators to coordinate student success

Emotional Disturbance (ED) Program Supervisor

- Responsible for all program operations including staff evaluations
- Facilitate seamless delivery of services between school district of residence and program of service
- Communicate with district leaders, families, and building administrators to coordinate student success

Coordinator of Occupational Therapy Services

- Responsible for management of Occupational Therapists and Occupational Therapy Assistants including caseload assignment, staff evaluation, and ongoing oversight of service delivery
- Initial point of contact for service needs of districts and ongoing coordination of services

Coordinator of Physical Therapy Services

- Responsible for management of Physical Therapists and Physical Therapy Assistants including caseload assignment, staff evaluation, and ongoing oversight of service delivery
- Initial point of contact for service needs of districts and ongoing coordination of services

Coordinator of Crisis Prevention Intervention (CPI) Training

- Coordinate training calendar for Geauga and Lake counties
- Monitor trainer certification
- Provide initial and refresher training to educators as needed throughout Geauga and Lake counties

Supervision of:

- Behavior Specialist
- Adaptive Physical Educator (APE)

Any other duties assigned by the superintendent

Geauga County
EDUCATIONAL SERVICE CENTER

Supervising Nurse

Job Description

Supervising Nurse for County Programs

- Provides nursing services to the students that attend the ESC programs
- Set up care plans & paperwork/documentation for individual students
- Maintain student health records and immunization records for students placed in ESC Programs
- Complete vision and hearing screenings
- Order and deliver supplies to the G.A. classrooms at the beginning and throughout the school year
- Attend student meetings and collaborate with team members to meet student needs
- On call for medical needs/emergencies/to assist staff when support is needed with a student or help/questions in general about orders/plans/medications etc.
- Conduct all actions in accordance with the nurse practice act and Ohio revised code

Public School Works County Trainer

- Keeping staff up to date on in-services and state required training
- Monitor staff completion of assigned trainings

Supervisor of one on one nursing staff

- Ensure nurses maintain adequate records for daily documentation
- Ensure nurses are up to date with Medicaid billing and changes with Medicaid
- Evaluate each nurse once during the school year

Upon district request, Recruit and hire nurses for local districts

Any other duties assigned by the Superintendent.

Employees to be Approved for Attendance Bonus

For the 2016-2017 School Year

Employee Name	Days Absent	Amount to be paid
Rachel Bell	1	$202.31
Joan Benedecjic	0	$695.23
Christine Casseday	0	$470.24
Donna Cook	0	$772.16
Tina DeMattia	0	$316.98
Sara Demuch	1	$303.11
Emily Dennis	0	$165.39
Rebecca Falin	1	$261.91
Jennifer Felker	1	$442.31
Sara Frank	0	$480.81
Gerlyn Hall	1	$136.48
William Kennedy	0	$206.40
Sarah King	1	$239.24
Karen Lackey	0	$597.62
Allison Lintern	0	$399.86
Sue Maas	0	$675.95
Jill Maiorca	1	$307.41
William McSherry	0	$562.98
Matthew Monsman	0	$464.04
Crystal Morrison	0	$278.16
Candace Mullet	1	$248.48
Patricia Randall	0	$526.05
Karly Smith	0	$362.64
Greg Sopko	0	$283.52
Suzanne Sotkovsky	1	$254.23
Tamee Tucker	0	$876.19
Patricia Walunis	0	$552.43
Sabine Weizer	1	$120.34
Moriah Wright	0	$465.95
		$11,668.42

August, 2017 SUBSTITUTE LIST

First Name	Last Name	Certificate
Fern	Adler	Perm K-8, K-12 Rdg
Cindy	Alusheff	5 Yr. Prof. K-8
Donald	Andre	4-12 Integ. Business Marketing
Frank	Artino	L-T Sub 7-12 Communications
Andrea	Bailey	S-T Sub Gen Educ
Lisa	Bennett	Educ. Aide-ESEA
Glenn	Bitner	Perm. 7-12 Comp. SS
Cheryl	Black	Educational Aide
Christopher	Black	Perm. 7-12 Soc Stud, Music
Kathleen	Bosl	S-T Sub Gen. Educ.
Cathy	Brenner	Perm K-12 DH, SLD, SBH
Debbie	Brooks	K-12 Visual Art **ONLY**
Linnea	Bubnow	K-12 Health/PE
Matthew	Bucklan	S-T Sub Gen. Educ.
Amy	Byler	5 Yr. Prof. K-3
Kathleen	Carmigiano	Educ. Aide
Michael	Carroll, Jr.	L-T Sub 7-12 Integ. Math
Claire	Casey	L-T Sub PS-3
Irene	Cataline	Educ. Aide-ESEA
Beth	Crawford	L-T Sub 4-9 Lang Arts,SS, P-3
Shirley	Crosby	Educational Aide-ESEA
Jeanmarie	Crum	Elem 1-8, K-12 Rdg
Michael	Cunningham	Perm K-8 Lang Arts Prefers 5 & 6
Brenda	Cvanciger	L-T Integ Bus. Prefers K-5
Jonathan	Davis	4 Yr. P-3
Nancy	Davis	5 Yr. K-12 Art
Susan	Derrow	S-T Gen Educ
Celeste	DeSapri	5 Yr. L-T P-12 Visual Arts
Peggy	Dietrich	L-T Sub P-3
Antonio	Dilallo	5 Yr Prof Integ Math,PhySci,Chem
Morris	Dodson	L-T 7-12 Integ. SS
Keith	Douglass	S-T Sub Gen Educ
Robert	Dubovec	Perm. 7-12 Math
Gail	Duchscherer	5 Yr. Prof. 1-8 Prefers gr. 1-5
Karen	Dunasky	S-T Sub Gen Educ
Audrey	Dvorak	5 Yr. S-T Gen. Educ.
Carol	Eastburn	Perm. K-8 & Computer Tech
Sharon	Edds	Perm. 1-8
Andrea	Egan	L-T Sub 7-12 Integ. Lang Arts
Aggie	Eisler	Educational Aide
William	Feisley	4 Yr. 7-12 Integ. Soc Stud
Janet	Fitchko	L-T Sub 7-12 Integ. Lang. Arts
Neil	Frieder	5 Yr. L-T 7-12 Integ Lang Arts
Marianne	Gallagher	L-T 7-12 Integ. Math, Phys. Sci

Ken	Germane	5 Yr. S-T Sub Gen Educ
Julie	Glasscock	S-T Sub Gen. Educ.
Patricia	Goodridge	Educational Aide
Nicholas	Grassi	L-T Sub 1-8
Aimee	Green	5 yr. Prof 7-12 English
Aimee	Greenlief	S-T Sub Gen Educ
Nicholas	Groff	L-T Sub 7-12 Integ. SS
Jillian	Gustafson	S-T Sub Gen. Educ
Patricia	Happ	S-T Sub Gen. Educ.
Beth Ann	Harbaugh	S-T Sub Gen Educ
Jeffrey	Harrington	5 Yr. Prof. P-12
Christina	Harvey	L-T P-3
Dennis	Harvey	S-T Sub Gen Educ
Paul	Hederstrom	L-T 7-12 Integ. Math
Lynn	Holmes	S- T Sub Gen. Educ.
Mary Lou	Hope	5 Yr. L-T 4-9 L.A., Rdg
Joyce	Jacobs	Homemkg, Computer Sci
Edward	Jones	7-12 Soc Stud
Thomas	Jones	S-T Sub Gen. Educ
David	Kaczmarek	Perm Voc., OWE, Math, Food Serv
Renee	Kalis	5 Yr. Prof. 1-8
John	Kartley	Perm 1-8 K-12 Rdg
Mary	Keegan	K-12 Mild/Mod,Mod/Intens, P-3
Sarah	Kelly	L-T 4-9 SS, Sci, Math, Rdg
Richard	Kirbus	S-T Sub Gen Educ
Larry	Kletecka	Perm. 7-12 Math
Mark	Knapik	L-T 7-12 Integ. LA
Cynthia	Kolacz	S-T Sub Gen. Educ.
Glenda	Kruse	S-T Sub Gen. Educ.
Wendy	Kunzler	Educational Aide
Courtney	Lange	L-T 7-12 Integ. Lang. Arts
Leah	Larson	L-T 4-9 Math, Scie
Jonathan	Lechner	S-T Sub Gen Educ
Laurel	Libby	5 Yr. Prof DH, SBH, SLD
J. Mark	Lowe	5 yr. Prof. K-12 Music&Principal
Gina	Mafrici	4 Yr. P-12 Art, P-3
John	Mallen	S-T Sub Gen Educ(interested in Hist)
Nancy	Marra	S-T Sub Gen Educ
Mandy	McClendon	5 Yr. Prof. P-3, K-12 Rdg,Mild/Mod
Laurie	Mental	Perm K-8
Thomas	Mental	Perm 7-12 PE, Health, Hist
Mark	Messner	5 Yr. K-12 Mild/Mod
Karen	Mitchell	Educational Aide
Mary	Moore	Perm 1-8
Sheilah	Morgan	Prof 7-12 Spanish
Cheryl	Murphy	Perm. K-12 PE, Health
Michelle	Nicastro	S-T Sub Gen. Educ

Peggy	O'Brien	L-T 7-12 Integ. SS
Christina	O'Donnell	S-T Sub Gen. Educ.
Jeanette	Opper	Perm 1-8
Cindy	Osborne	Educational Aide
Brianna	Peck	L-T Sub 4-9, 7-12 Integ Sci,Math
Kristine	Pesho	5 Yr S-T Sub Gen Educ
Shanon	Pierce	S-T Sub Gen Educ
Elmer	Pintar	L-T Sub PK-12 Music
Debbie	Pizzino	5 Yr. L-T P-12 Visual Arts
Jamie	Porter	L-T PK-12 Art
Amy	Preneta	S-T Sub Gen Educ
Irma	Prots	L-T Sub 1-8
Brandy	Ratka	5 Yr. Prof. P-3
Harry	Rayl	L-T P-12 Health/PE, Life Sci
Joe	Reynolds	L-T 7-12 Integ. Lang Arts
Karen	Rosenberg	5 Yr. K-8
Beth	Ryan	5 Yr. S-T Gen. Educ. (Prefers K-3)
Michele	Rymarczyk	5 yr. Prof. 7-12 English, Computers
Daniel	Safko	S-T Sub Gen. Educ.
Robert	Satterlee	5 Yr. Prof. 7-12 Earth & Gen Sci
Edward	Schmidtke	5 Yr. L-T 7-12 Integ. Lang Arts
Barb	Schroeder	5 Yr. Prof K-8
Janice	Shipman	Educ. Aide
Karen	Shisila	S-T Sub Gen. Educ.
Roberta	Shuman	S-T Sub Gen. Educ.
Jennifer	Smith	5 Yr. Prof. 1-8 & K-12 DH
Judith	Snyder	5 yr. Prof. 1-8
Sarah	Soplata	L-T Sub 7-12 Life Sci
Lorena	Spisak	Educ Aide-ESEA
Debra	Standley	5 Yr. Prof 1-8
Geraldine	Steckley	Perm. 1-8
Joan	Swanson	5 Yr. L-T Sub P-3, 4-9 LangArts, Rdg
Jon	Tayek	Perm 7-12 Music
Debra	Temple	5 Yr. L-T P-12 Music
Donna	Temple	4-9 Math,Sci, Bio Sci, CBI, K-12 Rdg
Jan	Tilisky	5 Yr. Prof 1-8, K-12 Rdg
Jennifer	Tomasch	S-T Sub Gen Educ
Don	Torma	Perm 7-12 Earth Sci, Gen Sci, History
Jody	Uth	S-T Sub Gen. Educ
Debra	VanScoik	S-T Sub Gen Educ
Christine	Vislocky	S-T Sub Gen Educ
Mark	Walton	5 Yr Prof 7-12 Bio,Earth& Gen Sci
Michelle	Watson	S-T Sub Gen Educ
Marsie	Welch	4 Yr. 7-12 Integ Math
Ralph	White	S-T Sub Gen Educ
Debbie	Wilson	S-T Sub Gen Educ
Jared	Wittensoldner	L-T Sub 4-9 Math, Sci

Mary	Wolfson	Prof. 7-12 Hist.
Sandra	Zalar	5 Yr. Prof. 1-8

TPP

TPP Consultant Contract

Contractor Name: Holly Jacobson 16450 Stagecoach Dr. Garretsville, OH 44231

Position: TPP Lead Instructor and YAC Coordinator

Responsibilities: Primary instruction in the 5th grade, 7th grade, 9th grade and middle school E Risk TPP programs. Secondary instructor duties in 6th grade, 8th grade, parent E Risk program, the STI program, and Youth Advisory Council (YAC) facilitation.

Instructor duties include classroom facilitation, teacher check-ins, advising director on needed program adaptation, disseminating and collecting support activities (letters to self, teen parent evaluations, program evaluations etc). As lead instructor duties also include training new staff, promoting the programs in a positive way in school and community, and assisting director with curriculum development and community presentations as requested

Youth Led Prevention duties include participation on the Lake-Geauga Youth Led Prevention advisory board and YAC development and training.. Coordinator will oversee and facilitate youth planning activities for major YLP activities to include but not limited to Youth Summit and Camp Burton.

Secondary responsibilities will include proctoring student surveys as needed; implementation of any marketing and promotion tasks assigned by director or laid out in marketing plan; attendance at community and evening promotional or educational events as needed, grant and program research, grant writing and curriculum development.

This contract assumes attendance at all instructor meetings and grant writing sessions regardless of the month in which they take place, training sessions, and meetings with the program director.

Parameters: Contract runs August 1, 2017 through July 31, 2018. No mileage or benefits apply.
Contract will be paid in equal installments over a 12 month period in the amount of $2916.66 each month.

Invoice Procedure
Invoice should be provided to the TPP Director and Sue Sotkovsky-Treasurer's office on the Thursday after the second Tuesday each month. Fax 440-286-7106 or Sue.sotkovsky@geaugaesc.org.

Total Contract: Not to exceed $35,000.00

Contract is contingent on the receipt of funding from current revenue sources: Job and Family Services, school contracts, private funders. The contract amount is a maximum; compensation is dependent on number of assignments completed, youth served and months worked. The contract may be extended upon receipt to OhioMAS funding application. This contract can be terminated by ESC with 2 weeks notice for attendance issues, job performance issues, or any behavior or actions not in line with home school policies.

Instructor Signature_____ **Date**_____
Director Signature _____ **Date**_____

UPPER ARLINGTON
CITY SCHOOL DISTRICT
Fiscal Agent

1950 NORTH MALLWAY * UPPER ARLINGTON, OHIO 43221 * (614) 487-5000

Andrew L. Geistfeld, Treasurer Fax: (614) 487-5012

TO: Geauga County ESC
470 Center St., Building 2
Chardon, OH 44024

July 1, 2017

Attn: Jennifer Felker, Superintendent

Membership Dues:

The Alliance for High Quality Education dues from
July 1, 2017 through June 30, 2018

TOTAL DUE **$3,500.00**

****

Make check payable to: **The Alliance for High Quality Education**

Please send the check to: **Upper Arlington City Schools, Fiscal Agent**
The Alliance for High Quality Education
Attn: Treasurer's Office
1950 North Mallway
Upper Arlington, OH 43221

RESOLUTION OF JOINDER

The BOARD OF EDUCATION of the Geauga County ESC School District, Geauga County, Ohio ("Board") met in regular/special session on the 24 day of July, 2017, and took the following action:

WHEREAS, this Board believes that:

1. Adequate school funding levels guaranteed by the State for basic aid, special education, vocational education, gifted education, transportation and other educational services, should be determined through an objective, cost-related methodology that is updated on a regular basis;
2. Local property tax duplicates should remain intact and that no state legislation or regulation should be adopted that would distribute the benefits of locally voted property taxes or local property valuations, either countywide, regionally or statewide, from one school district to another;
3. Adequacy in school funding should be achieved and maintained with additional state funds and/or through the earmarking of specific, reliable, growing state revenue sources;
4. The State Board of Education and the State Department of Education should vigorously support the concepts of adequacy and objective, cost-related funding levels;
5. Relief from the tax reduction provisions of H. B. 920 for all school districts is of paramount importance in any acceptable school funding plan;
6. High quality educational opportunities are based upon a wide variety of factors, not just the level of funding; and
7. School districts should be held accountable for student performance and sound fiscal management, but no mandates to achieve those ends should be imposed by the General Assembly or the State Board of Education without providing sufficient funds to offset the costs of such mandates; and

WHEREAS, significant efforts will be necessary to achieve the objectives of this Board through legislative initiatives, possible court action, and considerable interaction with the members of the Ohio General Assembly, members of the State Board of Education, the Governor and his staff, the Ohio Department of Education and other interested parties and organizations; and

WHEREAS, the Board and the students and residents of this District wish to work jointly with other similar districts to accomplish our common objectives;

NOW, THEREFORE, BE IT RESOLVED:

The Board hereby finds and determines that the following actions are necessary and appropriate to preserve and enhance the educational programs and opportunities available to the pupils of this District and to protect and promote the other interests of the Board, specifically:

A. The Board hereby authorizes this School District to join a regional council of

governments of similarly situated school districts known as the Alliance for High Quality Education, and to participate through such Alliance in taking those actions that may be necessary and appropriate to promote the interests and concerns of this District and other member districts of the Alliance regarding school funding and other education policy issues.

B. The Board authorizes the Treasurer to provide and pay reasonable dues and expenses to the Alliance for High Quality Education, it being understood that the dues for districts joining the Alliance for the first time, shall be the then current annual dues apportioned, based upon the date of execution of the Resolution of Joinder, as follows:

For districts joining in the:

1st quarter of the fiscal year	100%
2nd quarter of the fiscal year	75%
3rd quarter of the fiscal year	50%
4th quarter of the fiscal year	25%

For the Geauga County Board of Education

Dennis A. Battle
President of the Board

7/24/17
Date

CERTIFICATE

I, Suzanne Sotkovsky, Treasurer of the Board of Education of the Geauga County ESC School District, Geauga County, Ohio, hereby certify that the foregoing Resolution of Joinder was adopted by the Board at a regular/special meeting of the Board held on the 24th day of July, 2017.

Suzanne Sotkovsky
Treasurer, Board of Education

INVOICE

INVOICE #201718-113
DATE: 7/6/2017

Ohio Schools Council

6393 Oak Tree Blvd, Suite 377
Independence, OH 44131
Phone 800-264-1326 or 216-447-3100
Fax 216-447-1606

P.O. NUMBER	DUE DATE
	August 15, 2017

TO: GEAUGA COUNTY ESC
ATTN: Treasurer
470 Center Street, Bldg. #2
Chardon, Ohio 44024

FY18 (7/1/17 TO 6/30/18) OSC UNIFIED INVOICE

DESCRIPTION	TOTAL
FY18 OSC Annual Membership Fee - $0.18 per student + $200 ($350 minimum/$2,000 maximum)	$350.00
eBuy Marketplace Rebate for purchases made 4/7/17 to 5/31/17	$0.00
FY18 OSC LEEMC Membership Fee - $0.25 per student ($125 minimum/$2,000 maximum)	$0.00
FY18 Legal Hotline Block Participation (10 hours $2,300, 15 hours $3,300 or 20 hours $4,200)	$0.00
FY18 Time Clock Maintenance and Support	$0.00
FY18 OSC/OASBO eVAS/ePAS Group Discount Annual Subscription Fee Single product pricing: 1 yr. = $2,665, 3 yr. = $2,363, 5 yr. = $2,188 Double product pricing: 1 yr. = $3,998, 3 yr. = $3,545, 5 yr. = $3,282 $40M+ annual exp. Single product pricing 1 yr. = $10,152, 3 yr. = $9,452, 5 yr. = $8,752 $40M+annual exp. Double product pricing 1 yr. = $15,228, 3 yr. = $14,178, 5 yr. = $13,128 Community School: single product pricing = $800 Community School double product pricing = $1,200	$0.00
TOTAL DUE	**$350.00**

OSC Programs & Services:
Cooperative Purchasing; GCSSA

Make check payable to: Ohio Schools Council.
Mail to: OSC, 6393 Oak Tree Blvd., Suite 377, Independence, OH 44131

Contact OSC if you would like the payment instructions to remit payment via ACH/Wire.

PLEASE RETURN A COPY OF THIS INVOICE ALONG WITH PAYMENT.
THANK YOU.

McGown | Markling
ATTORNEYS AT LAW

2017-2018 SCHOOL YEAR SCHOOL LAW HOTLINE℠ AGREEMENT

The law firm of McGown & Markling Co., L.P.A. ("Firm") is dedicated to the common good of Ohio's education community. The Firm believes that all educational institutions and their officials should be provided with adequate school law representation. The Firm honors this professional commitment through its exclusive *School Law Hotline*℠, which offers all eligible Ohio educational institutions with five hours of pro bono legal services per school year. For the 2017-2018 school year alone, the Firm is offering over 5,000 pro bono hours to eligible educational institutions, which amounts to over $1 million worth of legal services offered to Ohio's education community. The *School Law Hotline*℠ is a registered service mark held by the Firm. More information regarding the *School Law Hotline*℠ can be found at www.schoollawhotline.com.

The **Geauga County Educational Service Center Governing Board** ("Educational Institution") and Firm enter into this Agreement for the provision of legal services as outlined below for the 2017-2018 school year (i.e., July 1, 2017, through June 30, 2018). This Agreement is at-will and may be terminated by either party at any time.

SCOPE OF ENGAGEMENT

I. Eligible Educational Institution: Every educational institution that does not have a conflict with the Firm or any client of the Firm, as determined by the Firm, is eligible to participate in the *School Law Hotline*℠.

II. Attorney-Client Relationship:

An attorney-client relationship exists on a matter-by-matter basis only within the applicable constraints set forth within the Ohio Rules of Professional Conduct. An attorney-client relationship between the Educational Institution and Firm exists for those matters wherein the Firm actually provides legal services for the Educational Institution. In other words, no attorney-client relationship exists if no legal services are provided in any matter. Moreover, the attorney-client relationship only exists with respect to those matters wherein legal services are actually provided to the Educational Institution by the Firm.

III. School Law Hotline Hours:

A. The Firm shall provide the Educational Institution with five (5) pro bono hours of legal services for the 2017-2018 school year.

B. Any additional hours billed beyond the five (5) pro bono hours referenced above for the 2017-2018 school year, shall be billed at a blended hourly rate of $250 as compared to the Firm's regular rates of up to $350 per hour which may be billed to the Firm's non-*School Law Hotline*℠ clients. These hours may be used for any purpose including, but not limited to, special education, pupil services, school finance, governance, labor and employment, collective bargaining, in-services, and general matters.

C. Expenses

a. In addition to the above hourly rate, the Firm shall charge for items incidental to the performance of our legal services, such as photocopying, messengers, travel expenses at IRS rates, postage, specialized computer applications, and filing fees. These charges shall be itemized on the Firm's invoices. Unless special arrangements are made, fees and expenses of others (such as experts, investigators, and consultants) shall be the responsibility of, and billed directly to, the Educational Institution.

b. Travel Time

1) If the Firm believes that the presence of a Firm attorney at the Educational Institution Office is required in order to provide legal services on a matter, the time traveled to and from the Educational Institution Office shall not be billed to the Educational Institution. Only travel expenses at IRS rates shall be billed.

2) If the Firm believes that the presence of a Firm attorney at the Educational Institution Office is not required in order to provide legal services on a matter and the Educational Institution nonetheless requests the attendance of an attorney, the time traveled to and from the Educational Institution Office shall be billed to the Educational Institution, as well as travel expenses at IRS rates.

D. Hotline questions shall be directed to the Firm by the Superintendent/CEO, Treasurer/CFO, Board Members, and/or designees only, thereby preserving the attorney-client relationship between the Firm and the Educational Institution.

E. **Nothing in this agreement limits the ability of the Educational Institution to obtain legal services from additional law firms.**

THE GEAUGA COUNTY EDUCATIONAL SERVICE CENTER GOVERNING BOARD:

By: Dennis A. Battles — 7/24/17
Dennis Battles, President — Date

By: Jennifer A. Felker — 7-24-17
Jennifer Felker, Superintendent — Date

By: Sue Sotkovsky — 7/24/17
Sue Sotkovsky, Treasurer — Date

Resolution No.: 114-2017

McGOWN & MARKLING Co., L.P.A.:

By: s/*Matthew John Markling* — July 14, 2017
Matthew John Markling, Managing Director — Date

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

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

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

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

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

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

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

1. PROGRAMS AND SERVICES

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

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

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

1) **Vocational Program** ☐ Initials _____

Transitional Options Job Training Course ☑ Initials _____

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

1) **Speech and Language Pathologist** ☑ Initials _____ FTE: .6

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

1) Sarah Meikle, SLP, (129 days, estimated cost $55,312.75)

F. [Include any other miscellaneous services or programs here]

2. TERM

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

3. COMPENSATION

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

i. Direct Billing ☒ Initials AS

ii. Foundation Deduct ☐ Initials _____

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

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

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

excess cost as recommended by the Management Board, a recommendation for a resolution will be forwarded to the Governing Board.

D. The following Related Services set forth in Section 1(D) will be billed annually: Speech and Language Pathology.

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

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

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

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

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

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

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

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

K. Foundation Deduct

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

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

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

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

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

4. MANAGEMENT BOARD

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

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

C. The Management Board will meet at least annually to evaluate the Agreement and Menu of Services, discuss recommended revisions to the Agreement and Menu of Services, evaluate the Geauga County ESC's delivery of services under the Agreement, discuss the placement of students in cooperative programs operated by the Geauga County ESC, discuss the location of cooperative programs, identify training needs for all personnel delivering services in cooperative programs operated by the Geauga County ESC, evaluate the effectiveness of each classroom unit and to develop improvement plans, identify strategies aimed at cost effective and efficient delivery of services, recommend the addition of

classroom units or the reorganization of existing units, review the capacity of existing programs and anticipate the need for student placements or additional programs, review the availability and efficacy of utilizing participating district administrators to supervise cooperative programs, discuss the utilization of district-employed related service providers in Cooperative Programs, and discuss any other issues regarding the Geauga County ESC's provision of services under this Agreement. The Menu of Services is attached hereto as Exhibit C. Any member of the Management Board, as set forth in Section 4(A), may call additional meetings of the Management Board if deemed necessary.

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

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

5. EVALUATIONS

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

consequences (e.g., costs associated with the renewal of employment contracts due to failure to evaluate) relating to the Board's failure to evaluate personnel hired through the Geauga County ESC and assigned to the District, as listed in Section 1(E).

6. LICENSURE/CERTIFICATION

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

7. CRIMINAL RECORDS CHECKS ON EMPLOYEES

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

8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

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

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

9. UNEMPLOYMENT

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

10. ADMINISTRATIVE FEE

The Geauga County ESC shall assess an administrative fee calculated at five (5) percent of the cost of all programs, services, and personnel purchased by the Board as set forth in Section 1 of this Agreement.

11. TERMINATION

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

12. NOTICES

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

Such notices shall be provided to:

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

<u>If to the District</u>:
Chagrin Falls Exempted Village
c/o Christopher Woofter
400 E. Washington St.
Chagrin Falls, OH 44022

13. GOVERNING LAW

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

14. FORCE MAJEURE

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

15. ENTIRE AGREEMENT

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

16. AMENDMENT

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

17. BENFIT AND ASSIGNMENT

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

18. WAIVER OF BREACH

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

19. INSURANCE/RESPONSIBILITY

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

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

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

20. MEDICAID SCHOOL PROGRAM

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

21. CANCELLATION OF RELATED SERVICE OR PROGRAM

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

22. COUNTERPARTS

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

23. BINDING EFFECT

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

Chagrin Falls Exempted Village

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

CHAGRIN FALLS EXEMPTED VILLAGE
BOARD OF EDUCATION

By Mary Kay O'Toole — 6-19-17
President (In his/her official capacity only) — Date

And by _____ — 6/19/17
Superintendent (In his/her official capacity only) — Date

And by _____ — 6-19-2017
Treasurer (In his/her official capacity only) — Date

* This Agreement has no legal effect absent Board action

GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
GOVERNING BOARD

By _____ — 7/24/17
President (In his/her official capacity only) — Date

And by _____ — 7-24-17
Superintendent (In his/her official capacity only) — Date

And by _____ — 7/24/17
Treasurer (In his/her official capacity only) — Date

* This Agreement has no legal effect absent Governing Board action

Attachments: Board Resolution No. 17-048 (District)
Board Resolution No. 14-2017 (Geauga County ESC)

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

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury

or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Treasurer
(In his/her official capacity only)

6-19-2017
Date

Mary Kay O'Toole
Board President
(In his/her official capacity only)

6-19-17
Date

Superintendent
(In his/her official capacity only)

6/19/17
Date

R.C. 3313.845 VERIFICATION

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

Superintendent (or designee), Geauga County ESC

Geauga County
EDUCATIONAL SERVICE CENTER

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

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

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

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

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

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

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

1. PROGRAMS AND SERVICES

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

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

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

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

1) **Occupational Therapy ☐ Initials _____ FTE:**

2) **OTES ☐ Initials _____**

3) **Payroll Services ☐ Initials _____**

4) **RESA Coordinator ☐ Initials _____**

5) **School Psychology Services ☐ Initials_____ FTE: .10**

6) **Speech and Language Pathologist ☐ Initials _____ FTE: .10 max**

7) **Social Work Services ☐ Initials _____ FTE: .20**

8) **Vision Services ☐ Initials _____**

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

F. [Include any other miscellaneous services or programs here]

2. TERM

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

3. COMPENSATION

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

i. Direct Billing ☐ Initials _____

ii. Foundation Deduct ☐ Initials _____

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

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

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

D. The following Related Services set forth in Section 1(D) will be billed on a per student usage basis: Occupational Therapy, Social Work Services, and Vision Services.

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

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

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

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

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

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

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

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

K. Foundation Deduct

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

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

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

iv. If, at the conclusion of the term of this Agreement, the actual cost of services provided to the Board by the Geauga County ESC under this

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

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

4. MANAGEMENT BOARD

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

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

C. The Management Board will meet at least annually to evaluate the Agreement and Menu of Services, discuss recommended revisions to the Agreement and Menu of Services, evaluate the Geauga County ESC's delivery of services under the Agreement, discuss the placement of students in cooperative programs operated by the Geauga County ESC, discuss the location of cooperative programs, identify training needs for all personnel delivering services in cooperative programs operated by the Geauga County ESC, evaluate the effectiveness of each classroom unit and to develop improvement plans, identify strategies aimed at cost effective and efficient delivery of services, recommend the addition of classroom units or the reorganization of existing units, review the capacity of existing programs and anticipate the need for student placements or additional

programs, review the availability and efficacy of utilizing participating district administrators to supervise cooperative programs, discuss the utilization of district-employed related service providers in Cooperative Programs, and discuss any other issues regarding the Geauga County ESC's provision of services under this Agreement. The Menu of Services is attached hereto as Exhibit C. Any member of the Management Board, as set forth in Section 4(A), may call additional meetings of the Management Board if deemed necessary.

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

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

5. EVALUATIONS

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

failure to evaluate) relating to the Board's failure to evaluate personnel hired through the Geauga County ESC and assigned to the District, as listed in Section 1(E).

6. LICENSURE/CERTIFICATION

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

7. CRIMINAL RECORDS CHECKS ON EMPLOYEES

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

8. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

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

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

9. UNEMPLOYMENT

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

10. ADMINISTRATIVE FEE

The Geauga County ESC shall assess an administrative fee calculated at five (5) percent of the cost of all programs, services, and personnel purchased by the Board as set forth in Section 1 of this Agreement.

11. TERMINATION

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

12. NOTICES

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

Such notices shall be provided to:

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

<u>If to the District</u>:
iStem Geauga Early College High School
c/o Tamee Tucker
8140 Auburn Rd.
Painesville, OH 44077

13. GOVERNING LAW

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

14. FORCE MAJEURE

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

15. ENTIRE AGREEMENT

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

16. AMENDMENT

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

17. BENFIT AND ASSIGNMENT

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

18. WAIVER OF BREACH

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

19. INSURANCE/RESPONSIBILITY

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

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

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

20. MEDICAID SCHOOL PROGRAM

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

21. CANCELLATION OF RELATED SERVICE OR PROGRAM

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

22. COUNTERPARTS

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

23. BINDING EFFECT

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

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

iSTEM GEAUGA EARLY COLLEGE HIGH SCHOOL
BOARD OF EDUCATION

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

And by Jennifer A. Felker 7-20-17
Superintendent (In his/her official capacity only) Date

And by Suzanne Sullivan 7/20/17
Treasurer (In his/her official capacity only) Date

* This Agreement has no legal effect absent Board action

GEAUGA COUNTY EDUCATIONAL SERVICE CENTER
GOVERNING BOARD

By Dennis A. Battles 7/24/17
President (In his/her official capacity only) Date

And by Jennifer A. Felker 7-24-17
Superintendent (In his/her official capacity only) Date

And by Sue Sullivan 7/24/17
Treasurer (In his/her official capacity only) Date

* This Agreement has no legal effect absent Governing Board action

Attachments: Board Resolution No. _____ (District)
Board Resolution No. 114-2017 (Geauga County ESC)

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

We certify that the Board has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Board to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal year in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury

or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Treasurer
(In his/her official capacity only)

7/24/17
Date

Superintendent
(In his/her official capacity only)

7-24-17
Date

Board President
(In his/her official capacity only)

7/24/17
Date

R.C. 3313.845 VERIFICATION

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

Superintendent (or designee), Geauga County ESC

Patricia Koslo .1169 Berkshire Drive . Macedonia, OH 44056.
Phone 216.701.0329
pkoslo@aol.com

I am pleased to present you with this contract proposal for communication, marketing and advocacy consulting services for the period July 1, 2017 to June 30, 2018.

Independent Contractor: Patricia I. Koslo, 1169 Berkshire Drive, Macedonia, OH 44056 will remain throughout the term of this agreement to be an independent contractor.

General Scope of Services: Independent contractor, Patricia Koslo will provide on-going support and leadership with marketing and communication services and all other projects as presented which will be mutually agreed to under the direct supervision of the iSTEM Chief Academic Officer for the 2017-18 school year. With total consulting hours provided directly to support iStem Geauga Early College High School not to exceed 150 hours for the 2017-18 school year.

Additional hours may be requested to support iSTEM Geauga Early College High School, these services/hours will be mutually approved by the iSTEM Geauga Early College High School and independent contractor, and will be invoiced by the independent contractor at an hourly rate of $65.00 per hour.

Taxpayer Identification Number: Independent contractor, Patricia Koslo shall provide iSTEM Early College High School with a duly executed IRS Form W-9 with taxpayer identification number.

Not an Employment Relationship: This agreement constitutes a relationship of principal between iStem Geauga Early College High School and Patricia Koslo and independent contractor and not one of employer and employee.

For all purposes, including but not limited to the Federal Insurance Contributions Act ("FICA"), the Social Security Act, income tax withholding requirements, District of Columbia Unemployment Insurance ("SUI"), and all other federal, state and local laws, rules and regulations, independent contractor shall be treated as an independent contractor and not an employee.

Financial Arrangements: iSTEM Geauga Early College High School will pay the independent contractor, Patricia Koslo an hourly rate of $65 for marketing and public relations strategic consulting, which does not include all approved reasonable out-of-pocket expenses for items such as but not limited to printing, parking, and postage. Travel time to and from iSTEM Geauga Early College High School will be documented at (1) one hour per trip. Any travel outside of actual school location will be documented as to/from time from iSTEM Early Geauga College High School to location. Monthly invoices will be submitted by independent contractor to iSTEM Geauga Early College High School with all services invoiced in ½ hour increments by category/type of service provided.

Patricia Koslo .1169 Berkshire Drive . Macedonia, OH 44056.
Phone 216.701.0329
pkoslo@aol.com

Terms of Agreement: The term of this agreement shall commence effective on July 1, 2017 and shall, unless extended by both parties, shall end on June 30, 2018. Agreement may be cancelled by either party with 30 days prior written notice.

Performing Services for Others: iSTEM Early College High School agrees that the independent contractor may perform services for other school districts, private sector, non-profit organizations, educational organizations, and agencies.

Ownership of Materials: All materials produced under this agreement remain the sole property of iSTEM Early College High School; independent contractor agrees that she will not use the material developed under this agreement prior to obtaining written approval of iSTEM Early College High School.

Billing Protocols: Please make all payments to ***Independent contractor - Patricia Koslo.*** Patricia Koslo, Independent contractor, will submit detailed monthly invoices for payment to iSTEM Early College High School, with payment terms set at 10 days. iSTEM Early College High School will issue IRS form 1099 at the close of calendar year to independent contractor.

The signatures below indicated agreement and acceptance of the terms by the principals to this agreement:

Patricia Koslo	Tamee Tucker
_____	_____
Independent Contractor Signature	Chief Academic Officer, iSTEM

MAHONING VALLEY REGIONAL
COUNCIL OF GOVERNMENT
SERVICES AGREEMENT

This AGREEMENT ("Agreement") is made by the Governing Board of the Mahoning Valley Regional Council of Government ("Council") and Geauga County ESC ("District").

WHEREAS, the Council has expertise in providing services sought by the District,
And

WHEREAS, the District wishes to utilize the Council's services and abilities during the term of this Agreement and the Council is qualified to provide such services and willing to offer such services upon the terms and conditions contained in this Agreement;

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

1. ENGAGEMENT AND DUTIES
   During the term of this Agreement, the District hereby engages the Council to perform services required by the District.

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

   The Council's duties shall be as follows:

   The Council shall assist the District to determine the services needed to meet the needs of students enrolled at the District. The Council shall select and provide staff to work at the District.

2. TERM
   This Agreement shall begin on July 1, 2017 and end June 30, 2019. This Agreement shall not renew unless agreed to in writing by the Council and the District.

3. COMPENSATION
   For all services rendered by the Council under this Agreement, the Council shall be paid actual costs plus a 7% administrative fee for all staff/services provided including but not limited to worker's compensation, supplies, equipment, professional development and mileage. The District will be billed monthly and due 30 days after invoice date. A penalty of 0.01% interest will be charged on the balance due each day.

4. INDEMNIFICATION
   The District will defend, indemnify and hold the Council, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the District in connection with the provision of services under this Agreement, including but not

limited to such claims, liabilities, actions, suits, damages and/or losses resulting from actions taken by and care given by Council in providing the services under this Agreement, as well as any losses, costs and attorney fees incurred in responding to any such claims arising from or connected with the provision of services under this Agreement.

5. NOTICES

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

Such notices shall be provided to:

If to the District:	If to the Council:
Geauga County ESC	Mahoning Valley Regional Council of Government
470 Center St., #2	7300 North Palmyra Rd.
Chardon, OH 44024	Canfield, Ohio 44406

6. TERMINATION

This contract may be terminated by the Council or District effective after the next succeeding thirtieth (30th) day of June, by either party giving the other party written notice thereof on or before the last day of February. In the event that either party defaults in any material term or condition of this Agreement and such default shall continue for a period of 30 days after the giving of written notice thereof by the other party to the defaulting party, specifying the default, and in the further event the defaulting party does not substantially cure such default within such thirty day period, then, the party giving notice of the default shall have the right to immediately terminate this Agreement. Additionally, either party may terminate this Agreement immediately and without penalty if otherwise required by law.

7. NONDISCRIMINATION

District covenants that it will not discriminate against any individual on the basis of race, color, religion, sex, military status, national origin, disability, age, or any other reason prohibited by law.

8. GOVERNING LAW

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

9. ENTIRE AGREEMENT

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

10. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either party without the prior written consent of the other party.

11. AMENDMENT
Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the party to be charged. However, if either party is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement shall be amended pursuant to such mandate without the written consent of either party.

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

13. SURVIVAL
All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Council and the District shall survive the completion of services hereunder and the termination of this Agreement, including without limitation provisions on indemnity.

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

This Agreement shall be binding when executed by both parties.

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

GOVERNING BOARD OF THE
MAHONING VALLEY
REGIONAL COUNCIL OF GOVERNMENT

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

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

GEAUGA COUNTY ESC

By _____ 7/24/17
Title: Board President Date

And by _____ 7/24/17
Title: Treasurer Date

This Agreement between the MVRCOG and the District/Agency is approved by MCESC.

By _____ _____
MCESC Board President Date

And by _____ _____
MCESC Treasurer Date

Attachments: MVR-COG Board Resolution No. _____
MCESC Board Resolution No. _____ (if applicable)
Geauga County ESC Board Resolution No. _____ (if applicable)