Special Board Meeting Agenda

AGENDA
MOGADORE LOCAL SCHOOL DISTRICT
SPECIAL BOARD OF EDUCATION MEETING
WEDNESDAY, JUNE 11, 2025
MOGADORE HIGH SCHOOL COMMUNITY ROOM
4:00 P.M.

I. Welcome, Pledge of Allegiance

II. Roll Call

III. Treasurer's Resolution

Resolution to fill Board of Education vacancy (RC 3313.11)

Whereas a vacancy has been caused in this Board of Education by reason of resignation; and

Whereas this Board of Education has, by law, the authority to fill a vacancy for the unexpired term thereof:

Now, therefore, be it resolved by a majority vote of all the remaining members of the Board of Education of the Mogadore School District that Michael LiCause be and hereby is, appointed to serve as a member of the board of education of this school district for the unexpired term of Rodger Sansom ending on December 31, 2025.

1st Motion_____ 2nd Motion_____ Yes____ No____

IV. Treasurer's Recommendation

A. Recommendation to approve the EMIS Shared Services Agreement with Northeast Ohio Network for Educational Technology from July 1, 2025 through June 30, 2026 for the provision of a Technology Service ("Agreement"). (Exhibit A)

1st Motion_____ 2nd Motion_____ Yes____ No____

V. Treasurer's Report

1. Pay to Participate

VI. Welcome to our staff members, visitors and guests. If you wish to address the Board of Education, please follow the policy by limiting your comments to three minutes on one topic of your choosing. Thank you for attending.

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VII. Executive Session

A. The appointment, employment, dismissal, discipline, promotion, demotion or compensation of an employee or the investigation of charges or complaints against an employee, official, licensee or student, unless the employee, official, licensee or student requests a public hearing.

B. The purchase of property for public purposes or the sale of property at competitive bidding.

C. Conferences with the board's attorney to discuss matters, which are the subject of pending or imminent court action.

D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with employees.

E. Matters required to be kept confidential by federal law or rules or state statutes.

F. Details relative to security arrangements and emergency response protocols for a public body or a public office, if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the public body or public office.

VIII. Adjournment

Exhibit A

NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY
EMIS SHARED SERVICES AGREEMENT
Contract Number: 050039-EMIS-2526

This agreement for the provision of a Technology Service ("Agreement") is entered between the Northeast Ohio Network for Educational Technology (a program of the Metropolitan Regional Service Council) ("Provider") and Mogadore Local Schools Board of Education/Governing Boards ("Customer"), as verified by the signatures on the signature page below.

WHEREAS, Provider is an information technology center ("ITC") organized as a regional council of governments and operating as part of the Ohio Education Computer Network ("OECN"), which has been established by the State of Ohio to provide services to schools and other authorized user entities; and

WHEREAS, the Customer is a School District or School chartered by the State of Ohio, and;

WHEREAS, the Provider desires to provide to Customer and Customer desires to secure from Provider the services detailed in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements hereinafter set forth and for other good and valuable consideration, the parties hereto, intending to be legally bound, agrees as follows:

I. DEFINITIONS:

As used in this Agreement, the following terms shall be defined as follows:

"Customer" shall mean a public or private school or school district that has agreed to the terms and conditions of this Agreement.

"Provider" shall mean the information technology center "NEOnet."

"Effective Date" shall mean the date this Agreement becomes binding and enforceable upon execution by both authorized representatives of the Parties as evidenced by the signatures and date on the Agreement below. If executed on different dates, then the date of execution by the Customer becomes the Effective Date.

"Parties" shall mean the Customer and Provider collectively.

"Services" shall mean all of the duties and ministrations affirmatively checked in Article III Performance of this Agreement.

II. TERM

A. This Agreement shall begin 07/01/2025 and end 06/30/2026 subject to any specific periods described in Exhibit A attached hereto and incorporated herein by reference.

B. The service agreement shall be automatically renewed for one (1) year unless either party gives notice ninety (90) days before expiration of the Agreement of its desire to terminate the same, or alternatively ninety (90) days after the Customer receives notification of a fee increase to the other of its desire to end the agreement and the Customer provides written notice of its desire to terminate this Agreement.

C. Notwithstanding the foregoing, this Agreement shall not be renewed if Customer is delinquent in payments to Provider at the time of the contract renewal.

III. SERVICE PERFORMANCE

A. Provider shall furnish Customer such Services as are described in attached Exhibits.

B. Provider shall deliver all necessary supplies, materials, equipment, clerical support, staff development, and workspace. The need for such items shall be determined by the Provider.

C. Provider shall supervise employee(s) in the provision of the Service and shall evaluate the employee(s), with input from the Customer, in accordance with the policies of the Provider.

D. Customer and Provider shall agree on the work schedule of the employee(s).

E. The employee(s) shall be subject to and follow Provider's Board policies concerning wage and benefits.

F. The employee(s) shall be expected to follow the work rules established by both Customer and Provider. Customer will promptly notify Provider if employees violate work rules. Provider is responsible for taking any disciplinary or corrective action in accordance with Provider's policies where appropriate.

G. The employee(s) shall report to Provider's office, or a mutually agreeable alternate location, in the event of a calamity day at the Customer's office. Employees will be available to complete work duties for Customer on these days except when the employee is on an approved leave.

H. The employee(s) shall report times worked in the manner prescribed by the Provider and complete the appropriate Provider leave forms when necessary.

IV. CHARGES AND PAYMENT

A. Customer agrees to be solely responsible to Provider for all charges billed by Provider for Services provided to Customer under this Agreement. Charges for the Services provided under this Agreement will be billed to the Customer on a quarterly basis. All invoices shall be due and payable not more than 30 days from the date of the invoice.

B. Customer shall promptly reimburse the Provider for any and all fringe benefits – including, but not limited to, vacation leave, sick leave, paid holiday leave, severance, unemployment compensation, and any other fringe benefit provided by the Provider – paid by Provider to the employee(s) and/or incurred by the Provider in connection with the provision of the Service.

V. MID-CONTRACT SERVICE ADJUSTMENTS

A. Customer may request an increase in the services provided, including increases to staffing levels, number of days that staff work, services, programs and/or materials after the start of the current contract term. Provider will attempt to accommodate the requests when possible, subject to the availability of qualified staff, equipment, supplies, and materials. The cost of additional services will be charged to the Customer at a rate that is agreed to in advance.

B. In the event the Customer requests a decrease in services, the Customer will remain responsible for all costs, including but not limited to staff compensation and materials, until and unless the Provider is able to reassign staff or reallocate materials, equipment, and supplies to other client districts. Provider will not unreasonably delay staff reassignment or reallocation of materials.

C. If an employee's position with the Provider is terminated for any reason during the term of this Agreement, the Customer will not be billed until a replacement has been obtained and begins work.

VI. CONFIDENTIALITY OF INFORMATION

A. Provider shall exercise reasonable ordinary care in preserving and protecting the confidentiality of information and materials furnished by Customer.

B. If either party becomes aware or suspects that there has been unauthorized access to data, they shall promptly notify the other. Both parties will cooperate to investigate and mitigate damage caused by unauthorized access.

C. Except as required by law, Provider agrees not to disclose any materials, information, or other data relating to Customer's operations, to other individuals, corporate entities, districts, or governmental agencies, without prior written consent from Customer.

D. Except as required by law including but not limited to the Ohio public records laws, Customer agrees not to disclose any information or documentation obtained from Provider.

E. Upon termination of Provider's services, the Provider shall transfer student data to the Customer or alternatively destroy the data within sixty (60) days. Notwithstanding this provision, the Provider may retain any records it is required to maintain in accordance with state or federal law. The Provider and Customer will cooperate in exchange of records and records destruction.

F. The provisions summarized in this Section VI shall remain in effect and survive the termination of this Agreement.

VII. NOTICES

A. All notices permitted or required to be given to either of the parties to this Agreement shall be in writing and shall be deemed given or delivered when: (a) delivered by hand or (b) mailed, if sent by

regular mail or other express delivery service (receipt requested); or (c) via electronic mail with receipt requested, in each case to the appropriate addresses set forth below (or to such other addresses as the party may designate by notice to the other party hereto):

1. If to Provider:

Name:	Matthew Gdovin
Address:	700 Graham Road
City/State/Zip:	Cuyahoga Falls / Ohio / 44221
Phone:	330-926-3902
Facsimile:	330-926-3901
E-mail:	Gdovin@neonet.org

2. If to Customer:

Name:	John Knapp
Address:	1 S Cleveland Ave
City/State/Zip:	Mogadore / OH / 44260
Phone:	

VIII. GENERAL PROVISIONS

A. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representatives. Neither Party shall assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of the other Party, which shall not be unreasonably withheld.

B. **Waiver, Discharge, etc.** This Agreement may not be released, discharged, changed or modified in any manner, except by an instrument in writing signed by both parties. The failure of either party to enforce at any time any of the provision(s) of this Agreement shall in not be construed to be a waiver of any provision(s), nor in any way to affect the validity of this Agreement or any part hereof or the right of either party hereto to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, the term of any purchase order, invoice or like document issued in conjunction with the Service to be provided herein shall not serve to add to or modify the terms of this Agreement.

C. **Captions.** The captions in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions hereof.

D. **Rights of Persons Not Parties.** Nothing contained in this Agreement shall be deemed to create rights in persons not parties hereto.

E. **Liability**. The Customer and Provider shall each assume liability for loss, costs or damages resulting from the negligence of either of them, but shall not be liable for any loss, costs or damages resulting from the negligence of the other party.
Provider declares that any data or information provided by Customer is based on the Provider's understanding and knowledge at the time of reporting. Provider waives any responsibility and liability for the accuracy, completeness, or timeliness of the data presented by Customer. This disclaimer extends to any unintended errors, omissions, or discrepancies that may arise. Provider is

not liable for any consequences or damages resulting from the use or reliance upon the data provided by Customer.

F. **Severability.** If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

G. **Entire Agreement.** This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writing with respect to such subject matter.

H. **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

I. **Construction.** This Agreement and its validity, interpretation, and effect shall be construed in accordance with and governed by the laws of the State of Ohio. If any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring any party by virtue of authorship of any specific provisions of the Agreement. When used in this Agreement, the word "including" shall mean including without limitation. Unless the context requires otherwise, any reference to the masculine, feminine, and neuter genders include one another.

J. **Compliance with Law.** Each Party agrees to comply with all local, state, and federal governmental laws and regulations applicable to the Services contemplated by this Agreement. To the extent that Customer seeks Provider's assistance with SLD inquiries with respect to FCC and E-Rate compliance requirements, Customer agrees to provide Provider copies of all SLD PIA inquiries within 3 days of receipt. Customer agrees to provide such written evidence of the approval of this Agreement as may be required by law.

K. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Ohio, and exclusive venue for any dispute arising hereunder shall be in Summit County, Ohio, or in the United States District Court for the Northern District of Ohio.

L. **Fully Understand and Freely Enter.** The undersigned hereby acknowledge that they have read and understand the foregoing. The Parties to this Agreement also acknowledge that the execution of this Agreement is a free and voluntary act, done in belief that the Agreement is fair and reasonable. Finally, the Parties acknowledge that they have had the right and opportunity to consult with and obtain the advice of independent legal counsel of the parties' own choosing in the negotiation and execution of this Agreement.

Exhibit A
SOFTWARE AND SUPPORT

This exhibit is hereby made part of the Software Services Agreement (the "Agreement") entered between Provider and Customer, as these terms are defined in the Agreement. The following additional terms and conditions apply to the Agreement.

1. Charges and Billing

a. The Services and software provided and their attendant costs are set forth on Schedule I attached hereto and incorporated herein by reference.
b. The Customer is responsible for all agreed to custom fees listed on Schedule I.
c. Customer agrees to pay Provider an annual charge for the services and software provided.
d. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized on Schedule I.
e Any additional consultant or development services will be billed quarterly as incurred.
f. Payment of any equipment, software, and communications costs incurred by the Customer to access the Provider's network and fiscal computer system is the responsibility of the Customer.

2. Provider Obligations

a. Knowledgeable staff and resources to support customer's business processes.
b. Coordination of customer's EMIS reporting.
c. Provide sufficient training of Customer's designated personnel to permit Customer to perform all required functions and procedures associated with the software.
d. Software data processing and data import/export.
e. On-time compilation and reporting to ODE.
f. Distribution of and interpretation of district reports as they are received from ODE.
g. Act as Liaison between district, district buildings, and ODE on EMIS related activities.
h. Provide problem resolution to the extent of providers control via in-person, email and telephone assistance.
i. Provide access to provider premises for input in the case of an emergency.
j. Plan and coordinate all activities associated with this agreement.

3. Customer Obligations

a. Building staff to be trained in correct methods of coding student data.
b. Representatives to enter and update student data in student information system.
c. Representative to resolve invalid or incorrect student data.
d. Representative to maintain staff EMIS data in financial software.
e. Provide all of the customers support users contact information.
f. Appoint an authorized contact and an alternate contact to whom Provider may give notices and service level reports.
g. Provide concise, descriptive language when leaving a voicemail message, sending an electronic e-mail message, or opening a service desk request to Provider.
h. Provide sufficient network access on the Customer's premises for all data input.
i. If Customer requires Provider to work weekly on school district premise, Customer must provide an adequate and safe work area where at least two computer monitors can utilized.

Schedule I

Provider Fees

Product name	Product or service description	Price	Quantity	Sum
EMIS Shared Services	EMIS shared services FY26- 2 days a week	40,365.00	1	40,365.00
			Total (USD):	**40,365.00**

By signing below, Signatory of Customer ("Signatory") certifies authorization to sign on behalf of Customer and certifies having read, understood and agreed to the terms of this Agreement, including the provisions of the attached exhibits which are hereby incorporated herein by reference. Signatory certifies that all information provided by Customer in connection with this Agreement is true and accurate. If Customer is a Board of Education of a school district (a political subdivision of the State of Ohio), Signatory certifies that this Agreement has been approved by formal resolution of its Board of Education; if Customer is another educational entity, Signatory certifies that the Agreement has been approved by formal action of its Governing Board.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

CUSTOMER: **Mogadore Local Schools**

_____ _____

Signature of Authorized Customer Representative Date

_____

Printed name of Authorized Customer Representative

_____ _____

Signature of Authorized Customer Representative Date

PROVIDER: **Northeast Ohio Network for Educational Technology**

_____ _____

Signature of Officer or Manager for the Provider Date

Matthew Gdovin

Printed name of Officer or Manager for the Provider