

Special Meeting Agenda

AGENDA
MOGADORE LOCAL SCHOOL DISTRICT
SPECIAL BOARD OF EDUCATION MEETING
MONDAY, APRIL 20, 2026
MOGADORE HIGH SCHOOL COMMUNITY ROOM
6:00 P.M.

- I. Welcome, Pledge of Allegiance
- II. Roll Call
- III. Treasurer's Recommendations and Resolutions
 - A. Recommendation to approve the Shared Services Agreement with Springfield Local School District, Summit County, Ohio, from May 1, 2026 through June 30, 2027. The purpose of this Agreement is to establish a cooperative, shared-services arrangement under which Springfield will provide school bus and fleet maintenance services through Springfield's transportation maintenance operations. (Exhibit A)
 - B. Resolution authorizing the execution of the Electric Program Agreement of the Ohio Schools Council/Power4Schools. (Exhibit B)
 - C. Resolution to approve the Summit County Educational Service Center leasing of classroom space from the Mogadore Local Board of Education for the purpose of conducting preschool for the 2026-2027 school year. (Exhibit C) (Annual Action)
 - D. Recommendation to approve the Preschool Program Agreement between the Summit County Educational Service Center and the Mogadore Local School District for the purpose of providing a comprehensive, collaborative preschool program to the District's eligible preschool children with disabilities for the 2026-2027 school year. (Exhibit D) (Annual Action)

1st Motion_____ 2nd Motion_____ Yes_____ No_____

IV. Superintendent's Recommendation: Processes and Programs

- A. Recommendation to approve the contract for services between Mogadore Local School District and Summit Educational Service Center Governing Board, to provide employment services during the 2026-2027 school year per the contracted service plan agreement. (Exhibit E)

1st Motion_____ 2nd Motion_____ Yes_____ No_____

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MOGADORE LOCAL SCHOOL DISTRICT
SPECIAL BOARD OF EDUCATION MEETING
MONDAY, APRIL 20, 2026
MOGADORE HIGH SCHOOL COMMUNITY ROOM
6:00 P.M.

- V. 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.
- VI. Treasurer's Report
 - A. District Update End of School Year Report
- 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

SHARED SERVICES AGREEMENT

This Shared Services Agreement ("Agreement") is made and entered into as of _____, 2026 ("Effective Date"), by and between **Springfield Local School District**, Summit County, Ohio ("Springfield"), and **Mogadore Local School District**, Summit/Portage County, Ohio ("Mogadore"). Springfield and Mogadore may be referred to individually as a "Party" and collectively as the "Parties."

1. Purpose

The purpose of this Agreement is to establish a cooperative, shared-services arrangement under which Springfield will provide school bus and fleet maintenance services to Mogadore through Springfield's transportation maintenance operations, in order to promote efficiency, cost-effectiveness, and regulatory compliance.

2. Scope of Services

Springfield shall provide the following services for Mogadore's fleet:

- Preventative maintenance, routine service, and necessary repairs;
- Mechanical inspection and preparation to ensure vehicles are ready to pass State of Ohio inspections;
- Coordination and support for State of Ohio inspections, which shall occur at Springfield's Bus Depot;
- General mechanical support for the following Mogadore vehicles (collectively, the "Covered Fleet"):
 - Five (5) school buses;
 - Two (2) school transportation vans; and
 - Four (4) maintenance vehicles.

All services under this Agreement shall be performed by Springfield Local School District mechanics.

3. Location of Services

All maintenance and repair services under this Agreement shall take place at:

Springfield Local School District Bus Depot
2660 Kenny Ray Jr Memorial Parkway
Lakemore, Ohio 44250

4. Term

This Agreement shall commence on May 1, 2026 and shall remain in effect through June 30, 2027, unless earlier terminated in accordance with Section 10 of this Agreement. The Parties may renew this Agreement by mutual written consent.

5. Compensation and Cost Structure

5.1 Not-to-Exceed Amount

The total cost to Mogadore for services provided under this Agreement shall not exceed Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) per fiscal year.

5.2 Monthly Shop Charge

The not-to-exceed amount includes a monthly shop charge of Two Hundred Fifty Dollars (\$250.00) to cover miscellaneous shop supplies and incidental materials.

5.3 Parts and Supplies

- All parts and major supplies shall be procured by Springfield and billed separately to Mogadore.
- Such costs shall not be included in the \$47,500 not-to-exceed amount unless otherwise agreed to in writing by the Parties.

5.4 Invoicing and Payment

Springfield shall invoice Mogadore on a monthly basis for:

- Labor and service charges under this Agreement; and
- Reimbursable parts and supplies, itemized separately.

Mogadore shall remit payment within thirty (30) days of receipt of a valid invoice.

6. Towing and Roadside Costs

All towing and roadside assistance costs incurred for Mogadore vehicles shall be the sole responsibility of Mogadore Local School District and are not included in this Agreement.

7. Responsibilities of Springfield

Springfield agrees to:

- Provide qualified mechanics to perform services described in this Agreement;
- Perform preventative maintenance and repairs in a professional and workmanlike manner;
- Make reasonable efforts to ensure Mogadore's Covered Fleet is maintained in a condition suitable to pass State of Ohio inspections;
- Coordinate dealer repairs in partnership with Mogadore Local School District where necessary due to major mechanical repairs or body work;
- Maintain service records for work performed under this Agreement; and
- Conduct all services at Springfield's Bus Depot unless otherwise mutually agreed in writing.

8. Responsibilities of Mogadore

Mogadore agrees to:

- Provide Springfield with reasonable access to the Covered Fleet as needed for scheduled and unscheduled maintenance;
- Pay all invoices in accordance with Section 5 of this Agreement;
- Be responsible for all towing and roadside assistance costs;
- Cooperate in scheduling inspections and maintenance to minimize service disruptions.

9. Independent Contractor Relationship

The Parties agree that Springfield, in providing services under this Agreement, is acting as an independent contractor and not as an agent or employee of Mogadore. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

10. Termination

10.1 For Convenience

Either Party may terminate this Agreement for convenience upon sixty (60) days' written notice to the other Party.

10.2 For Cause

Either Party may terminate this Agreement for cause upon written notice if the other Party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice.

Upon termination, Mogadore shall pay Springfield for all services rendered and reimbursable costs incurred up to the effective date of termination.

11. Liability and Indemnification

Each Party shall be responsible for the acts and omissions of its own officers, employees, and agents to the extent provided by Ohio law. Nothing in this Agreement shall be construed as a waiver of any defenses or immunities available to either Party under Ohio law, including but not limited to Chapter 2744 of the Ohio Revised Code.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

13. Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions or agreements, whether written or oral. This Agreement may be amended only by a written document signed by authorized representatives of both Parties.

14. Notices

All notices under this Agreement shall be in writing and delivered by personal delivery, certified mail, or recognized courier service to the Parties at their respective administrative offices, or to such other address as a Party may designate in writing.

15. Authorization

This Agreement shall become effective only upon approval by the Boards of Education of both Parties and execution by their authorized representatives.

IN WITNESS WHEREOF, the Parties have executed this Shared Services Agreement as of the date first written above.

SPRINGFIELD LOCAL SCHOOL DISTRICT

By: _____

Name: _____

Title: **Board President**

Date: _____

By: _____

Name: _____

Title: **Treasurer**

Date: _____

MOGADORE LOCAL SCHOOL DISTRICT

By: _____

Name: _____

Title: **Board President**

Date: _____

By: _____

Name: _____

Title: **Treasurer**

Date: _____

Exhibit B

**AGREEMENT REGARDING THE
ELECTRICITY PURCHASE PROGRAM
OF THE
OHIO SCHOOLS COUNCIL**

This Agreement Regarding the Electricity Purchase Program of the Ohio Schools Council (the "Council") is entered into as of _____, 2026, between the Council and certain parties identified below (the "Participants").

RECITALS

WHEREAS, the boards of education of certain Ohio school districts located within northeastern Ohio entered into the Agreement Establishing the Ohio Schools Council dated as of December 6, 1986 (and as amended), pursuant to Revised Code Chapter 167, establishing a regional council of governments known as the Ohio Schools Council ("Council"), for the purpose of carrying out a cooperative program for the purchase of natural gas, and promoting cooperative agreements and activities among those school districts and providing services and dealing with matters of mutual concern (the "Council Agreement"); and

WHEREAS, the Council Agreement provides for the establishment of additional programs by the Council pursuant to one or more program agreements between the Council and the participants in such programs; and

WHEREAS, the Council wishes to establish an electricity purchase program for the cooperative benefit of, and mutual concern of the Participants, and agrees that it is necessary and desirable to create and adopt comprehensive guidelines for the funding, management, operation and administration of the Council's electricity purchase program.

NOW, THEREFORE, it is agreed by and among the Council and the Participants identified below, on behalf of which their representatives have executed this Agreement in accordance with the authorizing resolution or approval of their governing Boards, that:

SECTION 1. DEFINITIONS

As used in this Agreement, capitalized words and phrases shall have the meanings given to them in the Council Agreement, as amended, and the Bylaws Governing the Ohio Schools Council, as amended, called the "Bylaws." Reference to the singular means plural and vice versa. In addition, the following words shall have the following meanings:

"Administrator" means the Administrator of the Ohio Schools Council or, if there is no person designated as Administrator of the Council, the person or persons designated by the Council's Board of Directors to carry out the responsibilities and duties assigned to the Administrator under this Agreement. The Administrator may be the same person employed by the Council to perform the duties of the Fiscal Agent.

“AEP Ohio” means Ohio Power Company and AEP Ohio, the EDCs serving certain of the Participants.

“AES Ohio” means the company formerly known as Dayton Power & Light Co.

"Agreement" means this Agreement Regarding the Electricity Purchase Program of the Ohio Schools Council, as the same may be amended, modified or supplemented in accordance with Section 11 hereof.

"Authorized Participant Representative" means the person designated by the governing board of each Participant to make all decisions on behalf of the Participant, and execute all documents and agreements as may be required by the Council and/or the Council's endorsed Program electricity supplier with respect to the electricity to be purchased by such Participant and all other actions to be taken to effectuate the Participant's participation in the Program.

“Board” means a governing body or official who is selected to represent the Participant and has the legal authority to enter into contracts for the Participant.

“Duke Ohio” means Duke Energy Ohio, Inc.

"EDC" means the applicable local electric distribution utility company serving Participant's facilities which shall be FirstEnergy, AEP Ohio, Duke Ohio and/or “AES Ohio”.

"Electricity Endorsement Contract" means one or more agreements between a Supplier and the Council (or its designee), in which the Council (or its designee) endorses a Supplier to supply electricity to Participants, effective for an initial period of up to five (5) years from the commencement date thereof and continuing thereafter for any subsequent renewal or replacement term (unless previously terminated), subject to the terms and conditions thereof.

"FirstEnergy" means The Cleveland Electric Illuminating Company, Ohio Edison Company and The Toledo Edison Company, the EDCs serving certain of the Participants.

"Fiscal Agent" means Fiscal Agent of the Council, which, for this Program, shall be the Council.

"Fiscal Year" means the Council's twelve (12) month fiscal period of July 1 through June 30 of each year, unless such period is subsequently changed by law.

"Participant(s)" means a Participating Member(s) as determined by the Council to be eligible to participate in the Program, which shall include non-public private and parochial schools and other educational-related entities.

"Program" means the Electricity Purchase Program of the Council, and may include expanded Council offerings related to the Program, or additional related programs or energy services, and/or product offerings dealing with solar power, equipment ownership at the Participant's facilities, participation in RTO/ISO energy electrical programs, energy

consulting services, and other matters of interest to Participants in the Program.

"Program Administrative Costs" means all reasonable administrative, and other costs incurred by the Council and the Fiscal Agent in connection with the Program and approved by the Council's Board of Directors.

"Program Electricity Costs" means all electricity and related costs charged by the Supplier to Participants under the Electricity Endorsement Contracts, the contracts and tariffs with Transmission Providers, ISO's, RTO's and/or EDCs, if applicable, and the Council Electricity Program management fee authorized under this Agreement.

"Program Term" means the period commencing with the commencement date set forth in the Electricity Endorsement Contract and ending on the last day of the Electricity Endorsement Contract up to five (5) years from such commencement date for the initial term and continuing thereafter for any subsequent renewal or replacement term.

"Supplier" means any person, corporation, partnership or other organization with which the Council (or its designee) may contract for the purchase of electricity by Participants pursuant to the Program Agreement.

"Transmission Provider, ISO and RTO" mean any interstate and/or intrastate electricity transmission provider, independent system operator or regional transmission operator

SECTION 2. ARRANGEMENTS FOR SUPPLY OF ELECTRICITY

(A) **Electricity Endorsement Contract(s).** During the Program Term, each Participant authorizes the Council to enter into one or more Electricity Endorsement Contract(s) to select the Supplier to supply electricity to the Participants in the Program. The selection of each Supplier and the terms of each contract between the Council (or its designee) and the Supplier shall be determined and approved by the Board of Directors. Each Participant understands and agrees that the Electricity Endorsement Contract between the Supplier and the Council then in effect shall set forth the pricing, and terms and conditions, applicable to the supply of electricity by the Supplier to the Participants. Each Participant shall be solely responsible for paying the Program Electricity Costs charged to it by the Supplier. In no event shall the Council be responsible for any Program Electricity Costs charged or otherwise attributable to any Participant in the Program whatsoever. During the Program Term, each Participant agrees to execute such letters of authorization, transaction confirmations and other agreements and documents as the Supplier shall require pursuant to the Electricity Endorsement Contract then in effect to provide for the payment of Program Electricity Costs payable by the Participant to the Supplier and acknowledgement of an agreement to the applicable terms and conditions in the Electricity Endorsement Agreement.

- (B) **Payments by Participants.** Subject to the provisions set forth in this Section 2, and the other terms and conditions of this Agreement, the Supplier shall bill the Participant for the Program Electricity Costs pursuant to the EDC's consolidated billing procedures and in accordance with the Electricity Endorsement Contract, as in effect at the time. The amount of such monthly payment for a Participant shall be based upon the Participant's actual electricity consumption as determined by the EDC, applicable transmission and related electricity components (including capacity costs), as well as EDC charges. Each Participant agrees to pay to the EDC or the Supplier or its designee for its monthly Electric Program Costs on or before the due date established by the EDC under its consolidated billing procedures or as otherwise established by the Supplier pursuant to the Electric Endorsement Contract. Time is of the essence in all payments by Participants hereunder. Any Participant failing to transmit timely payment of any amount due hereunder, whether in this Section 2 or in any other Section of this Agreement, shall be subject to an interest charge and late fees as established by the EDC by tariff or the Supplier pursuant to the Electric Endorsement Contract.
- (C) **Supply and Purchase.** During the Program Term, subject to the other provisions of this Agreement and the Electricity Endorsement Contract, the Supplier agrees to supply and each Participant agrees to purchase all of its electricity requirements for participating facilities pursuant to this Agreement. It is understood that differences between the Participant's estimated and actual consumption may occur. Adjustment for differences between estimated and actual consumption for each Participant will be calculated by the Supplier and be priced in accordance with the Electricity Endorsement Contract.
- (D) **Notice of Significant Change in Usage.** During the Program Term, a Participant may make material changes or additions to its physical facilities or HVAC systems, or experience closure of facilities, planned or unplanned. Each Participant agrees to notify the Council and Supplier as soon as possible when it becomes aware of circumstances which are likely to increase or decrease electricity usage by ten percent (10%) or more per year for such Participant.

SECTION 3. ARRANGEMENTS FOR TRANSMISSION OF ELECTRICITY TO PARTICIPANTS

- (A) **Transmission of Electricity.** The Supplier shall be responsible for arranging for the transmission of electricity for delivery to the EDC to supply the Participants during the Program Term. Transmission, distribution and related electricity components (including capacity costs) are provided and/or charged by the applicable Transmission Provider, ISO, RTO and/or EDC. The Supplier shall include the applicable transmission and related electricity components (including capacity costs) in the price charged to Participants pursuant

to the Electricity Endorsement Contract unless such agreement provides otherwise.

SECTION 4. MANAGEMENT AND OPERATION OF PROGRAM

- (A) **Board of Directors.** The Board of Directors of the Council, established pursuant to the Bylaws adopted by the representatives to the Council, shall have the following powers and duties in connection with the management and operation of the Program:
- (1) It shall oversee and manage the operation of the Program.
 - (2) It may adopt policies and procedures supplementing the general terms of this Agreement concerning the Program.
 - (3) It shall consider and recommend to the Participants any additional services which are or are proposed to be a part of the Program, including but not limited to expansion of Council offerings related to the Program, or additional related programs or services, and/or product offerings, dealing with solar power, energy equipment ownership at the Participant's facilities, participation in utility or RTO/ISO electricity programs, energy consulting services and other matters of interest to Participants in the Program.
 - (4) It may direct the employment or contracting by the Council with such persons or organizations as it deems necessary to assist in the administration and management of the Program, including, but not limited to, consultants, Program administrators or managers, advisors and legal counsel,
 - (5) It shall approve the amount of the Council's Electricity Program management fee to be included in the Supplier's electricity charges on the Participants' monthly electric bills which shall cover in full each Participant's share of Program Administrative Costs pursuant to this Agreement.
 - (6) It shall select the Supplier(s) and authorize any agreements under them upon terms it approves.
 - (7) It shall authorize any agreements or settlements between the Council and the Supplier(s) upon terms it approves.

- (8) It shall consider applications for admission to the Program and determine whether and at what time those applicants should be included in the Program.
- (9) It shall make recommendations to the Assembly concerning any matter relating to the operation of the Program, including, but not limited to amendments to or modifications of this Agreement.
- (10) It shall perform such other functions as may be necessary or incidental to carrying out the purposes of the Program.
- (11) It shall sign Letters of Authorization to secure pricing from various potential Suppliers.
- (12) It shall have the authority to speak to the State of Ohio or EDC regarding the return of Sales Tax or other tax on behalf of a Participating Member.

The Council's Board of Directors may direct the Administrator to assist the Board in performing any of the foregoing duties relating to the operation and management of the Program and may delegate to the Administrator such of the foregoing duties to the fullest extent permitted under Ohio law.

SECTION 5. REPORTS AND RECORDS

The Council shall maintain records and data (based on information provided by the Supplier) concerning the amount of electricity purchased and consumed on behalf of each Participant, the amount paid for the purchase and, as applicable, transmission and all related electricity components costs (including capacity costs), the allocation of the costs thereof among the Participants and such other records and data as the Council's Board of Directors deems necessary or appropriate. The Council shall maintain records and conduct operations of the Program based on a Fiscal Year beginning July 1 and ending June 30. The Council shall not maintain records regarding the cost charged by the EDC for non-generation related services.

SECTION 6. PAYMENTS BY PARTICIPANTS

Each Participant agrees to pay its monthly Program Electricity Costs timely collected by the Supplier through the EDC's monthly electricity bill to each Participant in accordance with Section 2(B) of this Agreement through the Program Term. Such monthly EDC electricity bill invoice shall create a binding obligation on the part of the Participant to pay such amount invoiced. A Participant that fails to pay its monthly Program Electricity Costs by the due date established by the EDC and the Supplier as provided in Section 2(B) of this Agreement may be deemed, at the option of the Council's Board of Directors, after notice to the Participant, to have withdrawn from the Program by law and shall be subject to such obligations as may be set forth in the Electricity Endorsement Agreement, including those relating to an early termination procedure and payment of any early termination fees.

SECTION 7.

PROGRAM MANAGEMENT FEE

Each Participant's share of the Program Administrative Costs shall be collected in the OSC Electricity Program management fee approved by the Council's Board of Directors. This fee shall not be increased without notice to the Participant.

SECTION 8.

FISCAL AGENT PROVISIONS (IF APPLICABLE)

- (A) **Custody of and Disbursements from Fund(s)**. The Fiscal Agent may establish such funds, if any, as are necessary under Ohio law to effectuate this Agreement
- (B) **Fidelity Bond**. The Fiscal Agent may obtain and keep in force a fidelity bond, in an amount determined by, and with a surety company approved by, the Council's Board of Directors. In lieu of a separate fidelity bond, the Board of Directors may direct the Fiscal Agent to continue and keep in force any existing fidelity bond which covers the Fiscal Agent. In either case, the Fiscal Agent and the Council shall be named as beneficiaries of such fidelity bond and the amount thereof shall not be reduced without prior written consent of the Board of Directors.
- (C) **Maintenance of Records**. The Fiscal Agent may maintain records regarding the Electricity Program as may be required by the Board of Directors and applicable requirements of Ohio law.
- (D) **Reports**. The Fiscal Agent may make reports to the Council's Board of Directors on the operation of the Electricity Program at such intervals as may be requested by the Board of Directors.
- (E) **Other Fee**. In the event that the Fiscal Agent is a Participating Member and not a salaried employee of the Council, its Fiscal Agent may receive a fee from the Council, in consideration for its services, in such amount as the Board of Directors shall approve.

SECTION 9.

WITHDRAWAL OF A PARTICIPANT

Withdrawal from the Council pursuant to the Council Agreement may, at the discretion of the Board of Directors, constitute withdrawal from the Program. Any Participating Member of the Council wishing to continue as a Participating Member of the Council but to withdraw from participation in the Program, and any Participant in the Program wishing to cease participation in the Program, after the initial contract period ending on July 1, 2028, shall notify the Fiscal Agent in writing by certified mail. For Fiscal Years on and after July 1, 2028, notification shall be made on or before July 1 of the Fiscal Year preceding the Fiscal Year in which the Participant wishes to withdraw from the Program. Notwithstanding anything to the contrary, set forth herein, in no event shall any such withdrawal be effective until the later of July of the succeeding Fiscal Year

or the end of the term of the then effective Electricity Endorsement Contract. Any decision to withdraw from the Program must be made by duly adopted resolutions of the governing body of the Participant. Upon withdrawal, the withdrawing Member may not become a Participant again. It is expressly understood that no withdrawal, either from the Council or from this Program, shall be effective unless and until the withdrawing Participant shall have paid to the Council or Supplier, in full, all amounts due hereunder, including, without limitation, amounts that may be due for an early termination of Participant's participation in the Program pursuant to the then effective Electricity Endorsement Contract and determined by the Council or Supplier pursuant to the provisions of this Agreement and the Electricity Endorsement Contract.

All arrangements for the supply of electricity and the cost thereof shall be exclusively the responsibility of the withdrawing Participant as of the effective date of its withdrawal. The withdrawing Participant specifically waives all claims and rights against the Council, the Supplier, any fund of the Council and the Program.

SECTION 10. INITIAL IMPLEMENTATION OF PROGRAM

During the first Fiscal Year of operations of this Program, any actions required by this Agreement to be taken by the Assembly or the Council's Board of Directors on or prior to the annual meetings of the Assembly shall be taken on or before such other dates as the Board of Directors shall determine are at the earliest practical times by which such actions could be taken.

SECTION 11. AMENDMENTS

This Agreement may be modified, amended or supplemented in any respect not prohibited by law upon approval of the modification, amendment or supplement by the governing bodies of at least one half (1/2) of the Participants.

SECTION 12. RESTRICTIONS

It is understood and agreed, and the Council and each Participant hereby represent and warrant, that the Council, the Program, the Administrator, the Fiscal Agent and any Participant are not engaged and will not engage in (i) the business of supplying electricity to consumers within the State of Ohio, or (ii) the business of transmitting electricity either wholly or partly within the State of Ohio, or (iii) any other activity or otherwise in any manner which would cause the Council, this Program, the Administrator, the Fiscal Agent or any Participant to be classified as a public utility under Title 49 of the Ohio Revised Code. It is further understood and agreed that this Program, will be subject to the Public Utilities Commission of Ohio's rules and regulations, as may be further amended or modified, and tariffs, rules and regulations of the EDC, Transmission Provider, ISO and/or RTO.

SECTION 13. TERM OF THIS AGREEMENT

It is the express intention of the Participants that this Agreement shall continue for an indefinite term, but in no event shorter than the Program Term, but may be terminated as provided in Section 14.

SECTION 14. TERMINATION

In the event that all of the Participants, by duly adopted resolutions have terminated their participation in this Program and withdrawn therefrom, the Council's Board of Directors shall meet, within thirty (30) days following receipt of certified copies of such resolutions, to determine the date upon which this Agreement and the activities and operations of the Program shall terminate and to make recommendations to the Participants with respect to matters which must be resolved upon termination of the Program which are not addressed by this Agreement. All such matters shall be resolved in a manner consistent with the terms and conditions of the Electricity Endorsement Contract(s) and this Agreement.

Notwithstanding the foregoing, the activities and operations of the Program shall terminate if at any time during the term of this Agreement,

- (i) the Council, the Program, the Administrator, the Fiscal Agent or any Participant shall become subject to or materially threatened to become subject to public utility regulation by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission, the U.S. Department of Energy or any other governmental regulatory entity, or
- (ii) the Council, this Program, the Administrator, the Fiscal Agent or any Participant shall be deemed or materially threatened to be deemed to be a public utility for purposes of taxation or by the Public Utilities Commission of Ohio or any other governmental regulatory agency, or
- (iii) the Electricity Endorsement Agreement or this Program Agreement is terminated for any reason or amended by the Public Utilities Commission of Ohio, the Federal Energy Regulatory Commission or any other governmental agency order in a manner unacceptable to the Board of Directors, or
- (iv) the Board of Directors terminates this Agreement by its majority vote.

SECTION 15. MISCELLANEOUS

This Agreement shall be construed under the laws of the State of Ohio. If the date on which any action or payment required to be taken or made under this Agreement is a Saturday, Sunday or legal holiday in the State of Ohio, that action shall be taken or that payment shall be made on the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 19. COUNTERPARTS

This Agreement may be executed in counterparts each of which will be deemed an original, but all of which together will constitute one and the same instrument. Each member and other Participant executing this Agreement shall deliver to the Fiscal Agent a certified copy of the resolution of its governing body authorizing execution of this Agreement.

SECTION 20. NOTICES

All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given when (a) personally delivered to the party to receive the notice; (b) deposited in the United States mail, first-class, postage prepaid, addressed to that party listed on Appendix A or at such other address as that party may designate; or (c) delivered by hand or messenger or overnight delivery service or by telephone facsimile transmission, confirmation receipt

SECTION 21. ASSIGNMENT

Each Participant acknowledges and agrees that the Council shall have the right to assign all of its and/or the Fiscal Agent's rights to payments and monies received or to be received from such Participant hereunder and any other rights, remedies and/or obligations hereunder to a third party, and Participant hereby consents thereto.

IN WITNESS WHEREOF, the undersigned representatives of the respective Participants, pursuant to the duly adopted authorizing resolution or approval of their governing Boards, have on behalf of their respective Participants signed this Agreement.

OHIO SCHOOLS COUNCIL

By: _____
Executive Director

6393 Oak Tree Boulevard, Suite 377
Independence, Ohio 44131

Board of

Date of Adoption
of Approving Board Resolution

By: _____
Its: _____

Address:

Telecopy Number:

Email Address:

Exhibit C

SUMMIT EDUCATIONAL SERVICE CENTER
AND THE
MOGADORE SCHOOL DISTRICT BOARD OF EDUCATION

SCHOOL BUILDING LEASE AGREEMENT

THIS LEASE IS ENTERED INTO at Cuyahoga Falls, Ohio, on the date hereinafter set forth, by and between the **MOGADORE SCHOOL DISTRICT BOARD OF EDUCATION**, Mogadore, Ohio, hereinafter referred to as "Lessor," and the **SUMMIT EDUCATIONAL SERVICE CENTER**, Cuyahoga Falls, Ohio hereinafter referred to as "Lessee."

WITNESSETH:

In consideration of the covenants as set forth below, and other good and valuable considerations by Lessee to be performed, Lessor hereby leases the following described premises to Lessee on the terms and conditions set forth:

- I. **Term:** This lease shall be for a period of one (1) year, commencing July 1, 2026, and terminating on June 30, 2027, unless renewed as hereinafter provided.
- II. **Renewal:** Lessee shall have the option to renegotiate the lease providing classroom space is available and approval of the lease is granted by the Lessor.
- III. **Covenants of the Lessee:** Said Lessee does hereby covenant and agree with said Lessor that it will:
 - A. Use and occupy said premises in a careful and proper manner;
 - B. Not committing any waste therein;
 - C. Not using or occupying said premises for any unlawful purpose; and will conform to and obey all present and future laws and ordinances, and all rules, regulations, requirements and orders of all governmental authorities or agencies, respecting the use and occupation of the premises by the Lessee;
 - D. Not assign this lease nor sublet said premises;
 - E. Not using or occupying said premises for any purpose deemed to be extra hazardous on account of fire or otherwise;
 - F. Make no alterations or additions in or to said premises without the written consent of the Lessor;
 - G. Leave the premises at the expiration or prior to termination of the lease or any renewal or extension thereof, in as good condition as received or in which they may be put by the Lessor, excepting reasonable wear and tear, and damage arising from the negligence or default of the Lessor, or its agents or employees;
 - H. Permit the Lessor to enter upon said premises at all reasonable times to examine the condition of the same;
 - I. The Lessee further agrees to deduct from excess cost a room rental of \$3,600/year for each room used by the Preschool Program.
- IV. **Covenants of Lessor:** The Lessor covenants and agrees with the Lessee that it will:
 - A. Maintain the demised premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the negligence of the Lessee or its agents or employees;

- B. Furnish electricity, heat, and routine maintenance and custodial service without additional cost to Lessee;
- C. Should the need arise for the Lessor to relocate the room(s) within the district; the Lessor will incur all costs of said move.

V. Mutual Covenants: It is mutually agreed by and between Lessor and Lessee that:

- A. If during the term hereof the demised premises or any part thereof be rendered untenable by public authority, or by fire or the elements, or other casualty (except such as shall have resulted from the negligence of the Lessee), the Lessor will provide alternate space that is mutually acceptable. If a mutually acceptable space cannot be found, then a proportionate part of the rent herein reserved (whether paid in advance or otherwise), according to the extent of such untenability shall be abated and suspended, until the premises are again made tenantable and restored in their former condition by Lessor. If the premises or a substantial part thereof are thereby rendered untenable and so remain for the period of sixty (60) days, the Lessee may at its option terminate this lease by written notice to the Lessor, provided, however; that if the premises cannot by reasonable efforts be restored to their former condition within sixty (60) days, either the Lessor or the Lessee shall have the option of terminating this lease by written notice to the other;
- B. All fixtures and/or equipment of whatsoever nature as shall be installed in the demised premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue to be the property of the Lessee, and may be removed by it at the expiration or termination of the lease or any renewal or extension thereof, provided, however; the Lessee shall at its own expense repair any injury to the premises resulting from such removal;
- C. One (1) Classroom(s) at a rate of \$3,600 per classroom/year;
- D. Scheduled use of playground and restrooms;
- E. Lessee agrees to maintain its own phone and secretarial staff.

VI. Termination of Agreement: Either party shall have the right to terminate this Agreement on an annual basis with sixty (60) days prior written notice to the other party. The date of termination shall be June 30.

LESSOR;
MOGADORE SCHOOL DISTRICT

LESSEE;
SUMMIT EDUCATIONAL SERVICE CENTER

Superintendent Signature

Board of Governors President's Signature

District Superintendent

Michael Chadsey
President, Board of Governors

Treasurer Signature

Treasurer Signature

District Treasurer

Laura Molnar
Treasurer, Summit Educational Service Center

Exhibit D

SUMMIT EDUCATIONAL SERVICE CENTER

CONSORTIUM AGREEMENT FOR THE PROVISION OF SERVICES

FOR PRESCHOOL CHILDREN WITH DISABILITIES

Parties: The parties to this Agreement are the **SUMMIT EDUCATIONAL SERVICE CENTER (SESC)**, 420 Washington Ave., Cuyahoga Falls, Ohio 44221-2042 and the **MOGADORE LOCAL SCHOOL DISTRICT (District)**, Mogadore, Ohio.

Purpose: The purpose of this Agreement is to provide a comprehensive, collaborative preschool program (Program) to the District's eligible preschool children with disabilities according to the terms of this Agreement. This Agreement is intended to enhance and not hamper the true collaborative nature of the Program.

TERMS: The term of this Agreement is from July 1, 2026, and terminates on June 30, 2027.

SESC RESPONSIBILITIES: The SESC shall have the following responsibilities:

1. The SESC shall act as the fiscal agent for the Program;
2. The SESC shall employ and supervise qualified preschool staff members including but not limited to administrators, intervention specialists, general education teachers, classroom assistants, licensed school psychologists, licensed speech and language pathologists, and administrative support staff for the entire preschool Program;
3. The SESC shall coordinate the provision of Speech & Language Pathology as a related service for the entire preschool Program (employment of licensed speech & language pathologists, preschool speech and language screenings and assessments, preschool speech and language therapy as required by Individualized Education Programs);
4. The SESC may assist in the coordination and provision of other related services including but not limited to Occupational Therapy and Physical Therapy, the cost of these services are the responsibility of each individual district and are not included in the shared operational cost of the consortium;
5. The SESC shall be responsible for adhering to Ohio's Early Learning and Development Standards, adhere to preschool licensing and Step Up to Quality standards prescribed by the Ohio Department of Children and Youth (DCY);
6. The SESC shall document child progress utilizing evidence-based indicators prescribed by the Ohio Department of Children and Youth (DCY) and report results annually or as otherwise required by DCY;
7. The SESC shall ensure the provision of special education services is done so following the assurances outlined in Appendix B.
8. The SESC, on behalf of the District, shall conduct special education evaluations and develop Individualized Education Programs (IEP) in cases of suspected disabilities to meet Child Find requirements;
9. If the District is unable to provide classroom space for the program, the SESC shall be responsible for selecting Program sites, appropriate furnishings and equipment for the classroom.

DISTRICT RESPONSIBILITIES:

1. The District shall be responsible for providing safe and efficient transportation for the child;
2. Unless the parties agree otherwise, the District shall provide any related service (other than Speech and Language Pathology) and/or adaptive equipment deemed necessary by the IEP team;
3. The District shall designate an administrator to serve as the primary contact for preschool-related business who may also serve as a District Representative as part of the special education process in lieu of SESC administrators when needed;
4. The District shall be responsible for the monitoring and compliance of all preschool special education students who choose to take advantage of the Autism or Jon Peterson Scholarship options following the initial evaluation and IEP. The District may contract with SESC for an additional cost for Autism and Jon Peterson Scholarship Writing services beyond the initial IEP for preschool children.
5. The District is responsible for coordinating and conducting all evaluations for students transitioning from preschool to school-age;

SUMMIT EDUCATIONAL SERVICE CENTER
CONSORTIUM AGREEMENT FOR THE PROVISION OF SERVICES
FOR PRESCHOOL CHILDREN WITH DISABILITIES

6. The District is responsible for participating in IEP meetings to discuss school-age services for students transitioning from preschool to school-age;
7. The District is responsible for all startup cost(s) (including but not limited to furniture, storage equipment, technology, modifications to ensure space meets local code and DCY licensing requirements, etc.) for new program sites and/or the cost(s) associated with moving preschool sites (including but not limited to moving services, packing supplies, modifications to new sites to ensure space meets local code and DCY licensing requirements, etc.) when it is the District's decision to do so.

MEDICAID SCHOOL PROGRAM (MSP) SHARED RESPONSIBILITIES

1. The District and SESC comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries.
2. The District and SESC will allow representatives of the U.S. Department of Human Services, Ohio Department of Medicaid, Ohio Department of Education and Workforce, Ohio Department of Children and Youth or their respective designees access to the subcontractor's books, documents, and records.
3. The District and SESC acknowledge from the contracted party that they or their principles are not suspended or debarred per 45 CFR 75.213.

BILLING AND FISCAL RESPONSIBILITIES:

1. Each member District shall pay their share of the total operational costs of the Program to be calculated according to this Agreement and any other agreement the District and SESC may have. The dollar amount of state funds distributed to districts for the funding of preschool children may be directed to the SESC by the member district. Costs over the amount of state funding will be based on student enrollment by day. At the conclusion of the school year, total costs will be calculated, and a prorated invoice will be given to member districts based on the amount of total consortium enrollment. Funding is subject to change and therefore, flexibility is necessary for the fiscal health of the consortium;
2. Each member District shall be billed based on the total cost of the program divided by the district's student enrollment days as a portion of the entire student enrollment days, plus any other contracted or agreed upon preschool-related services between the District and SESC, plus the fiscal fee of 5% to the SESC;
3. The total cost of the program shall be the operational costs of the units, including, but not limited to costs listed in Appendix A, plus a fiscal fee of 5%.

COMPENSATION: The District shall pay for preschool services through (choose one):

- ☒ Direct Billing Initials: _____
- ☐ Foundation DEDUCT and Direct Billing Initials: _____

TERMINATION: Either the District or the SESC may terminate its affiliation under this Agreement at the end of a school year by providing written notice of such intent no later than the first of March prior to the effective date of termination.

MERGER: This Agreement contains all the terms and conditions intended by the parties.

SUMMIT EDUCATIONAL SERVICE CENTER
CONSORTIUM AGREEMENT FOR THE PROVISION OF SERVICES
FOR PRESCHOOL CHILDREN WITH DISABILITIES

ACKNOWLEDGMENT: By virtue of their signatures below, the parties acknowledge their awareness of this Contract, their understanding of its terms and their intent to be bound.

MOGADORE LOCAL SCHOOL DISTRICT

SUMMIT EDUCATIONAL SERVICE CENTER

Superintendent Signature

Board of Governors President's Signature

District Superintendent

Michael Chadsey
President, Board of Governors

Treasurer Signature

Treasurer Signature

District Treasurer

Laura Molnar
Treasurer, Summit Educational Service Center

SUMMIT EDUCATIONAL SERVICE CENTER
CONSORTIUM AGREEMENT FOR THE PROVISION OF SERVICES
FOR PRESCHOOL CHILDREN WITH DISABILITIES

APPENDIX A

PROGRAM COSTS: Each member District's share of the operational costs (listed below) will be determined by dividing the operational costs by the total number of student enrollment days in the Program. For billing purposes, the District will be charged for operational costs beginning on the first day the student receives special education services from the Program.

The actual state reimbursement per unit shall be determined by using the state funding formula, and the state reimbursement for Preschool Special Education based on weighted funding per student, and other available funding options under the foundation formula, and additional Federal, State, and Local grants.

Program billing shall include all operational cost, including but not limited to the following: Administrative and fiscal costs; Classroom utilization and/or lease expense; Maintenance, operation, and utilities expense; Employees' salaries, fringe and retirement benefits, workers' compensation, unemployment compensation; Supplies and materials; Equipment; Remodeling or relocation expenses; Related services provided at SESC expense (i.e. SLP, Nursing, etc.); Assessment of suspected disability (i.e. Peer screenings, Part C to Part B transitions, parent referrals); Technology support; and other unanticipated expenses.

SUMMIT EDUCATIONAL SERVICE CENTER

CONSORTIUM AGREEMENT FOR THE PROVISION OF SERVICES

FOR PRESCHOOL CHILDREN WITH DISABILITIES

APPENDIX B

As an Educational Service Center (ESC) contracted to provide special education preschool services, we affirm our commitment to full compliance with the regulatory and procedural standards outlined by state and federal law, specifically those pertaining to the Individuals with Disabilities Education Act (IDEA) and the Ohio Administrative Code (OAC). The ESC Governing Board has adopted the Model Procedures for the Education of Children with Disabilities under Board Policy po2460. The following assurances detail our adherence to the required practices:

1. Workload/Caseload Management

- Established policies and procedures to determine the workload and caseload for all staff, including intervention specialists and related service providers. This includes monitoring and adjusting workloads to ensure service providers have sufficient time to meet the needs of all assigned students.

2. Staff Qualifications

- All preschool consortium staff employed through the ESC meet or exceed the credential requirements for their roles, as outlined by state regulations.
- Preschool Special Education Supervisors hold the necessary qualifications and supervise program compliance effectively.

3. Professional Development

- Ongoing professional development to ensure preschool staff are adequately trained to address the needs of preschool children with disabilities. This includes:
 - Orientation for new staff;
 - Regular training aligned with district goals and objectives;
 - Documentation of all professional development activities.

4. Delivery of Services and Least Restrictive Environment

- Services are delivered in compliance with the principles of the least restrictive environment (LRE).

5. Data and Reporting

- Procedures are in place to ensure the accurate and timely reporting of preschool educational environment data into the Education Management Information System (EMIS) in collaboration with district EMIS coordinators
- Designated staff are responsible for data accuracy and quality assurance.

6. Transition from Part C to Part B

- Assigned ESC staff actively participate in the transition planning process for children moving from Early Intervention (Part C) to preschool services (Part B). This includes:
 - Attending transition planning conferences.
 - Developing and implementing IEPs by the child's third birthday.
 - Maintaining interagency agreements with required partners.

8. Child Outcomes and Assessment

- Staff are trained to complete the Child Outcomes Summary (COS) process in compliance with state guidelines. Supervisors monitor and document training, assessment quality, and data reporting.

Documentation and Evidence

The ESC will maintain and provide documentation as needed to verify compliance, including but not limited to:

- Special education policies and procedures.
- Staff handbooks.
- Professional development records.
- Caseload and workload monitoring tools.

Exhibit E

SUMMIT EDUCATIONAL SERVICE CENTER
PRIMARY SERVICE PLAN AGREEMENT- FY2027

County ESC: *Summit*

County IRN: *049965*

District: Mogadore Local

District IRN: 050039

The attached Primary Service Plan Chart shows services that are offered by each department at the Summit Educational Service Center (SESC), as well as other services that are not part of any particular department.

Service Cost for Member Districts- Please Check the Service Plan You Have Selected

☒ **Option A:** \$620 per day for services unless otherwise stated on the attached Option A service selection form. The fiscal fee for LEA staff is 3%. Refer to item 5 below for district applicable to Option A.

☐ **Option B:** \$835 per day for Curriculum related services and \$790 per day for services from Pupil Services unless specified otherwise on the enclosed Service Selection Form. Service pricing from other departments is indicated on the enclosed Service Selection Form. The fiscal fee for LEA staff will be 5%.

**Blocks of 20 or more days for curriculum services or pupil services, (excluding Gifted, Audiology, Work Study, Physical Therapy and Resident Educator Services) will be billed at a flat rate of \$ 715 per day. Blocks of 20 or more days for Physical Therapy will be billed at a flat rate of \$735 per day.*

PLEASE NOTE: Service Plan Days may be purchased in FULL, HALF and QUARTER DAY increments; based on 8 hr. day. Service Plan days will be provided in QUARTER OF DAY minimums.

Services provided under this Primary Service Agreement entered into by the **SCHOOL DISTRICT** may include any of the following:

- Supervisory teachers/personnel
 - Special Education
 - General Education
 - Gifted & Talented
- In-service, and continuing education/professional development programs for district personnel.
- Curriculum services and research and development programs.
- Academic instruction for which the Governing Board employs teachers pursuant to section 3319.02 of the Revised Code.
- Assistance in the provision of special accommodation and classes for students with disabilities.
- Any other services the District Board and Service Center Governing Board agree can be better provided by/through the Service Center and are not provided under an agreement entered into under section 3313.845 of the Revised Code.

1. We, the undersigned, understand the services stated in the attached pages are requested of the Summit Educational Service Center for FY27. Days may not be reduced and can only be transferred among categories with the written approval of the Summit ESC Superintendent, or his designee. Additions to Service Plans during the year must be made in writing and must be initialed by the District/Organization Superintendent/CEO or the District Treasurer/CFO. An email directly from the organizational account of the Superintendent/CEO or Treasurer/CFO will be accepted as an alternative. Any such addition once confirmed by the ESC Superintendent or Treasurer shall be understood as a contractual obligation and may not be reduced or transferred without agreement by both superintendents. Single or Related Services of \$7,500 and above may be subject to approval by the SESC Board of Governors.
2. Upon request of the district, the Summit Educational Service Center shall employ appropriate personnel who will be assigned to the service area according to the needs of the district.
3. The district shall pay the Summit Educational Service Center for **all** costs to employ LEA personnel. The Summit Educational Service Center shall invoice the district Board of Education for said costs. Costs shall include cost of employee leave and substitute personnel, SERS surcharge (if any), salary, workers' compensation, unemployment compensation, severance, Medicare, retirement, liability insurance, life insurance, and health benefits attributable to

the Governing Board. Should any subsequent unemployment compensation or severance claim be made by an employee covered under this contract, the District herein receiving the services shall be liable for their proportionate share of the employee's claim. The District accepts the responsibility of conducting annual evaluation(s) of administrative, certified, and classified employees pursuant to Section 3319.01, 3319.02, 3319.11 and 3319.111 of the Ohio Revised Code.

4. In accordance with ORC 3313.843 (H) the City/Exempted Village/Local School district agrees to deduct from their state foundation payments in the amount of \$6.50 per pupil for use by the SESC.
5. For districts selecting **Option A** in this agreement the Summit Educational Service Center shall provide a "credit" of \$14.80 per district ADM. In the event that the State of Ohio reduces the Summit ESC's subsidy, the per student credit offered by Summit ESC to the district will be reduced proportionately.
6. For districts selecting **Option B** in this agreement the Summit Educational Service Center shall provide a credit of \$26.50 per district ADM. In the event that the State of Ohio reduces Summit ESC's subsidy, the per student credit provided by Summit ESC to the district will be reduced proportionately.
7. Use of credit funds for third party educational services requires mutual agreement of ESC/District Superintendents and is subject to a fiscal fee of 5%. Such requests must be in writing directly from the district superintendent or treasurer.
8. CREDIT BALANCES: Any credits that are not used under this contract may be carried over to the following fiscal year. In the event that an agreement is not continued in an ensuing year (i.e. if the district changes its ESC affiliation) any unexpended balance shall remain with the Summit Educational Service Center.
9. FORCE MAJEURE: Neither the District nor Summit 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, pandemics, or other causes beyond the control of the parties.
10. A continuous accounting of fund balances as described above shall be kept by the Summit Educational Service Center and reported to the City/Exempted Village/Local School district.
11. The district's mandated per-pupil contribution to the state operating subsidy shall be paid to the Summit Educational Service Center for the operation of the service center [R.C. 3313.843 (G)(1)] and any services required under Title XXXIII of the Revised Code to be provided by the service center to the school district.
12. Per the resolutions provided in Appendix A, this agreement is in compliance with federal law and is exempt from competitive bidding requirements.
13. Appendix B "Click Time" is part of this Service Agreement.
14. Appendix C "Audiology Consortium Agreement" is part of this Service Agreement.
15. This agreement serves as an alignment agreement consistent with the terms in O.R.G.3313.843(D)

Adopted by **SCHOOL DISTRICT** Board of Education on: April, 2026

Date _____

District Superintendent/CEO or Treasurer Signature/CFO

Print Name

Note: All attached pages requesting services must be signed by District Superintendent/CEO or Treasurer/CFO.

Adopted by Summit Educational Service Center on: _____

Summit ESC Superintendent: _____ Date _____

Joseph J. Iacano

SUMMIT EDUCATIONAL SERVICE CENTER
PRIMARY SERVICE PLAN AGREEMENT- FY2027

County ESC: *Summit*

County IRN: 049965

District: Mogadore Local

District IRN: 050039

APPENDIX A

This R.C. 3313.843 and R.C. 3313.845 Client School District Service Agreement ("Agreement") is made by the Mogadore Local School District Board of Education ("Board" or "District") and the Summit Educational Service Center Governing Board ("ESC").

WHEREAS, pursuant to R.C. 3313.843 (I)(1) and applicable laws, this Agreement is to purchase supplies, materials, equipment, and services and deliver such services on behalf of the Board.

WHEREAS, pursuant to R.C. 3313.843 (I)(2) and applicable laws, purchases made by the Board under this Agreement are exempt from competitive bidding as required by law for the purchase of supplies, materials, equipment, or services.

WHEREAS, pursuant to R.C. 3313.843(J) and applicable laws, this Agreement is in compliance with federal law and is exempt from competitive bidding requirements for personnel-based services pursuant to the authority granted to the Ohio Department of Education ("ODE") under federal law because the ESC has met the following conditions: (1) the ESC has posted on its website a list of all the services that the ESC provides and the corresponding cost for each of those services, (2) the ESC has been designated "high performing" under the rules of the Ohio State Board of Education, and (3) the ESC has been found to be substantially in compliance with audit rules and guidelines in the ESC's most recent audit by the Ohio Auditor of State.

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

WHEREAS R.C. 3313.843 (B)(1) provides that the board of education of each city, exempted village or local school district with an average daily student enrollment of 16,000 or less, reported for the school district on the most recent report card issued under R.C. 3302.03 **shall** enter into an agreement with the ESC, under which the ESC shall provide services to the Board.

WHEREAS, the District has an average daily student enrollment [less] than 16,000 reported on the District's most recent report card issued under R.C.3302.03.

WHEREAS the ESC desires to enter into an agreement with the Board that is in compliance with both R.C. 3313.843 and R.C. 3313.845 and to provide services to the Board as set for in this Agreement.

WHEREAS this Agreement shall be filed by the ESC with ODE by July 1, 2026, and as may be amended from time to time.

NOW THEREFORE, in consideration of the promises contained herein, the ESC and Board agree that: The ESC and Board shall each adopt resolutions ratifying this Agreement for a term beginning on July 1, 2026, and ending on June 30, 2027.

COMPENSATION: The District shall pay for services through (choose one):

☒ Direct Billing Initials: _____

☐ Foundation DEDUCT and Direct Billing Initials: _____

SUMMIT EDUCATIONAL SERVICE CENTER
PRIMARY SERVICE PLAN AGREEMENT– FY2027

County ESC: *Summit*

County IRN: *049965*

District: Mogadore Local

District IRN: 050039

APPENDIX B

Summit ESC Service Time Based on “Click-Time”

Summit ESC uses a tracking/billing system called “Click-Time” for Student Services providers who service multiple districts each week. Click-Time improves our accuracy and creates a record of time that employees use to provide both **direct** and **indirect** services to students and districts. Click-Time is used in the following service provider areas:

- Audiology
- Teacher of the Deaf (TOD)

Direct services are defined as any service that includes verbal or written communication between the ESC employee and the student, parent, or staff member(s) of the contracting district.

Examples include, but are not limited to the time used to:

- Work with the student
- Consult with staff and parents
- Phone or email correspondence related to students’ educational needs

An **indirect service** is defined as any time that is dedicated to your district that does not fit into the above categories. Examples include:

- Drive time to district from SESC or another district, and travel within the district
- Time servicing equipment utilized by the student
- Report writing for a student, for example IEP, ETR, Progress reports
- Wait time within the district between student, staff, and parent appointments, etc.

This tracking system helps us capture the time that our staff dedicates to your students, staff, and families in their effort to provide you with the quality service that you have come to expect from our providers at Summit ESC. Since these particular providers typically serve multiple districts within a week or day, it will help us make sure that billing among districts is consistent with the services and time actually provided.

Summit Educational Service Center

Service Plan Selection Form - FY27

District: Mogadore Local

IRN: 050039

OPTION A

Pupil Services Department (Rate \$620.00 day, unless otherwise stated)

Services

	<u>Number of days needed</u>	<u>Cost to District</u>
Audiology Services (<i>Estimate \$790/day, subject to terms in Appendix C</i>)	1.00	\$ 790.00
AT/AAC Consultation (<i>\$3,200.00 per evaluation</i>)		\$ -
Behavior Consultant		\$ -
English Learner (EL) Consultant (<i>\$640.00 a day</i>)		\$ -
Occupational Therapy		\$ -
Physical Therapy Services (<i>\$660.00 a day</i>) (Greg Thomas)	55.00	\$ 36,300.00
Preschool Supervision		\$ -
Psychological Services (Siminia Ghiorghie)	100.00	\$ 62,000.00
Special Education Supervision		\$ -
Speech Language Pathology		\$ -
Teacher of the Deaf		\$ -
Wellness Initiatives Consulting / Coaching		\$ -
Work Study Coordinator (<i>\$640.00 a day</i>)	2.00	\$ 1,280.00
KIDS FIRST/TOPS Tuition (<i>\$66,000.00 per student/per year</i>)		Contact for a
TOTAL Pupil Services Days Requested	158.00	\$ 100,370.00

Curriculum& Instruction Department (Rate \$620.00 day, unless otherwise stated)

Services

	<u>Number of days needed</u>	<u>Cost to District</u>
AI & Technology Consultant	1	\$ 620.00
C&I Administrative <u>Support/Services</u> (Lauren Pisanelli)	110.00	\$ 68,200.00
Gifted & Talented Services (<i>\$660.00 a day</i>)		\$ -
Instructional Coaching		\$ -
<i>**Please indicate content area(s) for review:</i> _____		
Language Arts Consultant / Coaching & HQIM Support		\$ -
Math Consultant/Coaching (Steve Miller)	25.00	\$ 15,500.00
MTSS Support		\$ -
<i>**Please indicate content area(s) for review:</i> _____		
Multicultural Learning Support		\$ -
OIP Internal Facilitator (Non-SST8)		\$ -
OTES/OPES Evaluation		\$ -
PBIS Implementation/Support		\$ -
Personalized Learning Consulting / Coaching		\$ -
Regional Data Lead Supports		\$ -
Reading Tiered Fidelity Audit (RTFI)		\$ -
Science Consultant/Coaching (Cerafina Gotto)	3.00	\$ 1,860.00
Social Studies Consultant / Coaching& HQIM Support		\$ -
TOTAL Curriculum & Instruction Days Requested	139.00	\$ 86,180.00

- please see other side -

Summit Educational Service Center

Service Plan Selection Form - FY 27

OPTION A

Administrative Services/Technology Department

Services

Number of
days needed

Cost to District

District Strategic Planning Services

Call for Pricing

Portrait of a Graduate Planning Services

Call for Pricing

LPDC Online Form Management System ~~(\$620.00)~~

LPDC One-Time Set-Up Fee ~~(Member \$1,860.00)~~

TOTAL Administrative & Technology Days Requested

Other Services (Rate \$620.00 day, unless otherwise stated)

Services

Number of
days needed

Cost to District

Resident Educator Mentoring or Administration Services

Call for Contract

Leadership Search Services

Call for Pricing

Leadership Training (In District)

\$ -

TOTAL Other Services Days Requested

0.00

\$ -

Note: Service Plan Days may be purchased in FULL, HALF, or QUARTER day increments. All services will be provided to a district in a minimum of quarter day increments.

Total of all days requested by district

297.00

\$ 186,550.00

Following approval for the Service Plan Days by the District Board of Education and the ESC Board of Governors, I authorize the Summit Educational Service Center to provide the above identified days for the 2025-2026 school year.

District Superintendent Signature required

RENEWAL SPREADSHEET

School District:

Mogadore Local
School

Below you will find LEA staff details for the current school year employees.

Please indicate if each employee will be rehired for the school year 2026-27 with a Y or N and return to Summit HR Team.

Last Name	First Name	2025-26 Contract Position	2025-26 Annual Salary/Hourly Rate	REHIRE for 26-27 Y/N
Phillips	Ann	Special Services/Projects Administrator	\$82,594.18	Y

1 Employee

SUMMIT EDUCATIONAL SERVICE CENTER
SUMMIT ESC AUDIOLOGY CONSORTIUM SERVICES AGREEMENT AFFILIATED DISTRICTS
PRIMARY SERVICE PLAN AGREEMENT– FY2027

County ESC: *Summit*

County IRN: *049965*

District: Mogadore Local

District IRN: 050039

APPENDIX C

This AGREEMENT is part of the annual service agreement the Client School District (hereinafter referred to as the “LEA” or Local Education Agency) and the Summit Educational Service Center Governing Board, Cuyahoga Falls, Ohio (hereinafter referred to as “the ESC”).

Part I: LEA Obligations

The LEA agrees:

1. To a “consortium” process of estimating, billing, and payment wherein:
 - a. The ESC will project an estimate of the total cost of the audiology program (salaries, benefits, mileage, need for substitutes, etc.) to identify an *estimated* daily rate necessary to cover the program cost to assist the LEA in determining whether it plans to be an OPTION A or OPTION B affiliated district. Estimates for subsequent service plan requests by the superintendent or treasurer will be used at the same daily rate.
 - b. Mid-year billing by the ESC will be based on the estimated rate, and LEA payment will be remitted to the ESC per the estimate.
 - c. The LEA will pay a final end-of-year bill that reflects the reconciliation of estimated rates with the actual rate based on the actual cost of the service, and the LEA’s share of the services requested by all LEAs in the consortium. The LEA understands and agrees that there will be rate differentiation between ESC affiliated and non-affiliated districts, and between affiliated districts that select Service Plan Option A, and those that select Option B.
 - d. The LEA recognizes that the final rate and cost for service requested may be higher or lower than the initial estimate once final costs have been determined and requests for services from all LEAs in the Consortium are final.
2. The cost of services is not subject to pro-rata reduction for days the Service Provider is on sick or emergency/personal leave. If the Service Provider is absent for five (5) consecutive service days or more due to long-term illness without a substitute provided by the ESC Board, the LEA can claim a pro-rata reduction for those days. However, there is no pro-rata reduction for time spent on ESC supervision, staff development, and inter-district projects related to the assigned work.
3. All LEA requests for services shall be in full-day increments, but actual service tracked in one-quarter (1/4) day increments using Click-Time. Any trip to the district by a provider will be considered a minimum quarter of a day.
4. Service time billing will cover all direct and indirect services for the student. This includes, but is not limited to, direct student support, travel to the district, planning, consultation, communication, equipment servicing, and participation in IEP’s and other meetings.

Part II: ESC Obligations

The ESC shall:

1. Hire and pay a licensed service provider for the days specified in the initial service plan request and any additional requested days.

2. Plan for a substitute when the Service Provider is on extended leave.
3. The LEA and the Service Provider comply with the requirements of 45 CFR 164.504€ (1) for safeguarding and limiting access to information concerning beneficiaries. Representatives of the U.S. Department of Human Services, Ohio Department of Medicaid, Ohio Department of Education or their respective designee access to the subcontractor's books, documents, and records. The LEA and the Service Provider acknowledge from the contracted party that they or their principles are not suspended or debarred per 45CFR 75.213.
4. Provide supplies, equipment, support, mileage reimbursement, and staff development as determined by the ESC Board.
5. Supervise and evaluate the Service Provider according to Section 3319.111, Ohio Revised Code.
6. Determine and monitor the Service Provider's work schedule.