

**GARFIELD HEIGHTS BOARD OF EDUCATION
GARFIELD HEIGHTS, OHIO**

**RECORD OF PROCEEDINGS
Minutes – Special Board Meeting
March 25, 2014**

The Board of Education of the Garfield Heights City School District met Special session on Tuesday, March 25, 2014, at the Garfield Heights Board of Education Offices, 5640 Briarcliff Drive, Garfield Heights, Ohio 44125 at 12:00 p.m. with Mr. Joseph M. Juby, President of the Board, presiding.

ROLL CALL

Present: Mr. Juby, Mr. Dobies, Mrs. Kitson, Mr. Wolske,
Absent: Mrs. Geraci

ADOPTION OF AGENDA

Moved by Mr. Dobies, seconded by Mr. Wolske to adopt the agenda as presented.

Ayes: Dobies, Wolske, Kitson, Juby
Nays: None

Moved by Mr. Wolske, seconded by Mrs. Kitson to accept the retirement resignation of Dennis Markiewicz, Registrar, effective at the end of the day on May 30, 2014 after 19 years of service.

Ayes: Wolske, Kitson, Dobies, Juby
Nays: None

Moved by Mr. Wolske, seconded by Mrs. Kitson to approve the classified contract(s) for the 2013-2014 school year as follows:

Name	Position	Hrs.	Exp.
Cheryl Woodson	Vehicle Driver	4	0

Ayes: Wolske, Kitson, Dobies, Juby
Nays: None

CONTRACTS

Moved by Mrs. Kitson, seconded by Mr. Wolske to approve the Interagency Agreement between Cuyahoga County, on behalf of its Office of Health and Human Services, Division of Community Initiatives, through the Family and Children First Council and with the Garfield Heights City School District, Maple Heights City School District and Warrensville Heights City School District.

Ayes: Kitson, Wolske, Dobies, Juby
Nays: None

Moved by Mr. Wolske, seconded by Mrs. Kitson to enter into executive session at 12:03 p.m.

Ayes: Wolske, Kitson, Dobies, Juby
Nays: None

Adjourned from executive session at 1:39 p.m.

ANNOUNCEMENT OF NEXT BOARD MEETING

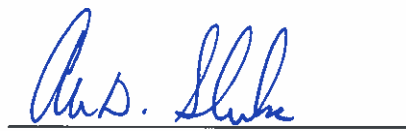
Board of Education Regular Meeting – 6:00 p.m.
April 22, 2014
Garfield Heights High School
4900 Turney Road
Garfield Heights, Ohio 44125

Moved by Mrs. Kitson, seconded by Mr. Wolske to adjourn at 1:40 p.m.

Ayes: Kitson, Wolske, Dobies, Juby
Nays: None



President



Treasurer

**INTERAGENCY AGREEMENT
BETWEEN
THE COUNTY OF CUYAHOGA
AND
GARFIELD HEIGHTS CITY SCHOOL DISTRICT
MAPLE HEIGHTS CITY SCHOOL DISTRICT
WARRENSVILLE HEIGHTS CITY SCHOOL DISTRICT**

This Interagency Agreement (the "Agreement") made and entered into this 25th day of March, 2014, by and between the County of Cuyahoga, Ohio ("the COUNTY"), on behalf of its Office of Health and Human Services, Division of Community Initiatives, Family and Children First Council (the "FCFC"), with an office at 1801 St. Clair Avenue, NE, Cleveland, Ohio 44114 and Garfield Heights City Schools, a political subdivision of the state governed by Ohio School Law, with principle offices at 5640 Briarcliff Drive, Garfield Heights, OH 44125 (216) 475-8100 ("the DISTRICT") , Maple Heights City Schools a political subdivision of the state governed by Ohio School Law, with principle offices at 5740 Lawn Avenue, Maple Heights, Ohio 44137 (216) 587-6100 ("the DISTRICT"), and Warrensville Heights City School District, a political subdivision of the state governed by Ohio School Law, with principle offices at 4500 Warrensville Center Road Warrensville Heights, OH 44128 (216) 295-7710 ("the DISTRICT") and jointly be referred to hereinafter as the "DISTRICTS." The COUNTY and School Districts shall individually be referred to as a "Party" and jointly be referred to hereinafter as the "Parties."

WITNESSETH THAT:

WHEREAS, the COUNTY, through its Office of Health and Human Services, Division of Community Initiatives, Family and Children First Council is implementing a pilot at the request of the County Council, and

WHEREAS, FCFC has a pending Justification for Other than Full and Open Competition for a RFP exemption for having DISTRICTS implement the school-based/community-based *Closing the Achievement Gap* and *Amer-I-Can* programs; and

WHEREAS, Garfield Heights, Maple Heights, and Warrensville Heights City School Districts have the ability to administer, monitor and complete timely reports for the *Closing the Achievement Gap* program that was originally implemented by the State of Ohio; and

WHEREAS, Garfield Heights City School District has the ability to administer, monitor and complete timely reports for the *Amer-I-Can* program; and

NOW, THEREFORE, the Parties agree as follows:

1. SCOPE OF SERVICES

DISTRICTS shall provide services ("Services") to the COUNTY as outlined below. The Services shall include the following programs and other related tasks:

a. Commitments and Assurances

To support these goals, each signatory District that signs this MOU assures, certifies, and represents that the signatory District:

1. Has all requisite power and authority to execute this MOU;

2. Is familiar with all the contents and requirements of the identified program;
3. At a minimum, will implement no later than the spring of the 2013-14 school year
4. Is committed to preparing students for college or career, as demonstrated by:
 - i. Being located in a State that has adopted college- and career- ready standards (as defined in this notice)
5. Has a robust data system that has, at a minimum—
 - i. An individual teacher identifier with a teacher-student match; and
 - ii. The capability to provide timely data back to educators and their supervisors on student growth;
6. Has the capability to receive or match student-level preschool-through-grade-12 and higher education data;
7. Ensures that any disclosure of or access to personally identifiable information in students' education records complies with the Family Educational Rights and Privacy Act (FERPA);
8. Will comply with all of the terms of the Grant, and all applicable Federal, State, and local laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR (34 CFR Parts 75, 77, 79, 80, 82, 84, 86, 97, 98 and 99) and 2 CFR part 3485;
9. Meets all the eligibility requirements described in the application and notice;
10. Will bind itself to and comply with all elements of the Partnership governance structure described in this MOU and the County's role in the structure as described in this MOU; and
11. Will bind itself to every statement and assurance made in the Grant request: including but not limited to programs, plans, policies, strategies, and requirements that the Partnership plans to implement.

b. Partnership Membership

1. Each school district and the County will sign the agreement.
2. The school district in the Agreement will be legally responsible for:
 - a. Carrying out the activities it has agreed to perform; and
 - b. Using the funds that it receives under the MOU in accordance with the guidelines of the Closing the Achievement Gap or the Amer-I-Can/Peace Makers Alliance program models.
3. The County, through its Family and Children First Council will support and participate in the management of activities identified in the model as outlined below.

a. District-Specific Activities

The District will hire or select a full-time Linkage Coordinator who shall:

1. Work with and who is the primary mentor, coach, and motivator for students identified as at risk of not graduating;
2. Coordinate students' participation in academic programs, socio-emotional skill development, social service programs, out-of-school cultural and work-

related experiences, and in-school and out-of-school mentoring programs, based on data based and interpersonal assessment of the student's needs.

3. Garfield Heights City School District will work with its community and consultant to implement *Amer-I-Can* in addition to *Closing the Achievement Gap*.
4. The DISTRICTS will participate in an evaluation of the *Closing the Achievement Gap* and *Amer-I-Can* programs. The DISTRICTS will obtain parental consent for youth to participate in pre and posttest surveys and other evaluation mechanisms.
5. The DISTRICTS agree, the COUNTY will have access to data and any other information that is pertinent to further program planning.

b. ***Common District Activities***

1. Serve as the lead fiscal agent and comply with Ohio's statutes regarding procurement, accounting practices, and all other relevant areas of law.
2. Have program expenses that include curriculum items/program supplies; prevention specialists services and resources, and uniforms and uniform related expenses:
 - a. Have student recognition assemblies, incentives, parent engagement, and consumables;
 - b. Hire an independent consultant for technical assistance.

2. COUNTY OF CUYAHOGA

- a. The County, through its Family and Children First Council will provide oversight and monitoring for program fidelity.
- b. The County will be responsible for:
 1. Providing tutoring, out-of-school time, and the Summer Bridge program activities through its Out-of-School time lead agency;
 2. Providing technical assistance to help districts link with other programs that may benefit youth and families.
- c. The County will be responsible for identifying an evaluation vendor to collect data related to the program operations, challenges, and successes.

3. CONFIDENTIALITY

- a. Subject to the requirements of the Ohio Public Records Law, DISTRICTS shall use their best efforts to protect the information in the DISTRICTS' possession deemed to be confidential such as educational records, records subject to FERPA, and other documents that are not to be disclosed or made available for public inspection unless, as necessary or required, such records are redacted.
- b. Subject to the requirements of the Ohio Public Records Law, DISTRICTS shall also treat as proprietary and confidential any and all information belonging to COUNTY, which is disclosed to DISTRICTS in the course of performance of Services under this Agreement (the "Confidential Information"). DISTRICTS shall only use Confidential Information for the purposes of this Agreement. DISTRICTS agree not to disclose or

reveal to any outside party or use for its own benefit, either directly or indirectly, any information which it may acquire or develop or, has acquired or developed concerning the technical or business affairs or other private or confidential matters, information, or data of COUNTY without prior written permission of COUNTY. COUNTY will abide by law in granting or denying any permission for disclosure. Confidential Information shall not include information that is in the public domain.

- c. If DISTRICTS fails to meet its obligations to protect the Confidential Information, COUNTY may seek equitable relief.

4. OWNERSHIP OF PROPERTY

DISTRICTS shall retain ownership of any proprietary research products related to the evaluation work described under the Scope of Services. DISTRICTS agree that the COUNTY and FCFC shall retain ownership of all data and rights to use all reports, charts, graphs and other writings developed for the COUNTY and FCFC under the Scope of Services for its own internal, non-commercial purposes. THE COUNTY and FCFC shall own any products produced for the COUNTY as a result of the technical assistance or consulting portions of this agreement.

In accordance with Section 3, Confidentiality, subject to the requirements of the Ohio Public Records Law, DISTRICTS agree not to disclose or release County's Confidential Information in materials developed for its educational and research purposes, including publication of scholarly articles. DISTRICTS shall be free to use the data and conclusions of the research for its own teaching, research, educational and publication purposes, except as noted below. DISTRICTS agree to submit to the COUNTY a copy of any proposed publication resulting from the research at least thirty (30) days prior to submission and agree to incorporate the COUNTY's recommendations and edits when appropriate (within the thirty (30) day period). If no comments are received from the COUNTY within this thirty (30) day period, it is agreed that the publication can proceed without delay. If the COUNTY determines that the publication contains patentable subject matter that requires protection, the COUNTY may require the delay of the publication for a reasonable period of time so the COUNTY may pursue such protection; such delay, however, shall not be imposed on the filing of any student thesis or dissertation.

5. TIME OF PERFORMANCE

The term ("Term") under this Agreement shall be from **April 1, 2014 through December 31, 2015** unless terminated at an earlier date in accordance with the provisions of this Agreement.

6. ANTI-DISCRIMINATION

DISTRICTS agree to provide the Services without discrimination on account of race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The Parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, binding upon DISTRICTS.

7. COMPENSATION AND METHOD OF PAYMENT

THE COUNTY shall reimburse DISTRICTS for allowable personnel and related expenses incurred in providing the above-mentioned Services, in the amount not-to-exceed Five Hundred Thousand (\$500,000.00) during for the Agreement Term. Specified budget amounts per DISTRICT are listed in 7b.

- a. DISTRICTS shall be required to submit monthly invoices that reflect the expenditures reported in the Financial Report required in this Agreement. Monthly financial reporting may be required during all or part of the Agreement Term, or more frequently should the COUNTY determine that a greater frequency of reporting is necessary for the monitoring of the Agreement. Reimbursement for expenditures shall be made within forty-five (45) days after receipt by the COUNTY of an invoice detailing expenses incurred, provided that the funds for the project have been deposited with the COUNTY. DISTRICTS will be reimbursed for those expenditures included in the approved budget. DISTRICTS may adjust budget line items up to ten percent (10%) per line item. Any adjustment exceeding ten percent (10%) must be approved by the COUNTY before DISTRICTS incurs the expense. DISTRICTS will attach proper documentation to each invoice: (1), detailing the expenditures for the month; (2) describing the Services completed and the time period covered; and (3) stating the amount billed on official DISTRICTS letterhead. The COUNTY may withhold reimbursements if DISTRICTS has been notified of non-compliance with any pertinent Federal, State, and/or County laws, regulations, requirements, and conditions.
- b. The COUNTY will compensate DISTRICTS on a monthly basis for invoices submitted showing expenditures according to the budget outline below:

Line Item	4/14-8/15	9/15-12/15
Garfield Heights City School District	\$99,800.00	\$99,800.00
Maple Heights City School District	\$85,350.00	\$85,350.00
Warrensville Heights City School District	\$64,850.00	\$64,850.00
Total Project Costs	\$250,000.00	\$250,000.00

*Itemized budgets exhibit #1a, #1b, and #1c

8. ANNUAL APPROPRIATIONS

All of the COUNTY's obligations under this Agreement are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Agreement in any contract year. In the event the funds necessary for the continuation of this Agreement are not appropriated or approved, the COUNTY will notify the DISTRICTS of such occurrence in writing. This Agreement shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Agreement and shall not be considered to be a breach or default on the part of the COUNTY, and shall not result in the COUNTY having liability to the DISTRICTS or any third party for any penalty, liability or any other expense.

9. TERMINATION OF AGREEMENT

- a. For Convenience. This Agreement may be terminated by either Party for convenience at its sole discretion upon sixty (60) days written notice to the other Party. Upon delivery of said notice and upon expiration of the sixty (60) day period, DISTRICTS shall discontinue all Services and shall promptly cancel all existing agreements in so far as such agreements are chargeable to this Agreement. In case of such termination, payments shall be made as determined by the COUNTY for all documented Service related costs incurred for purposes of performing this Agreement. The amount due and invoiced shall not include any costs incurred or anticipated costs beyond the scope of this Agreement and/or the end of the sixty (60) days.
- b. For Cause. This Agreement may be terminated by either Party upon written notice to the other Party if one Party materially defaults in the performance of any of its material covenants, agreements or obligations hereunder, and such default continues for a period of sixty (60) days after written notice of such default or breach from the non-defaulting Party. Any amount due and invoiced for Services rendered prior to termination shall not include any costs incurred or anticipated costs beyond the scope of this Agreement and/or the end of the sixty (60) days.
- c. Phase-out. The FCFC and DISTRICTS shall agree on a reasonable phase out period for the Services to be performed hereunder after termination.
- d. Survival of Section. The provisions of this Section shall survive the termination or expiration of this Contract.

10. REPORTING REQUIREMENTS

Financial Reports

DISTRICTS shall furnish to the COUNTY by the 10th business day of each month a financial report ("Financial Report") accompanied with back-up documentation describing the expenditure of funds for Services provided hereunder. The format of this report shall be determined by the COUNTY. The COUNTY will not reimburse DISTRICTS for Services completed One Hundred Twenty (120) days beyond authorization by the COUNTY to perform the Services or the DISTRICTS's completion of Services.

11. ADMINISTRATION

DISTRICTS shall not make material changes in the design of Services under this Agreement that materially affect Services to be provided under this Agreement unless the FCFC Director has been notified in writing ninety (90) days in advance of the proposed change and approves any such change in writing. The FCFC office will review the proposed change and notify the DISTRICTS whether the change is acceptable within forty-five (45) days of receiving notice. The FCFC will not unreasonably withhold approval of the requested changes. DISTRICTS shall notify the FCFC of any changes in location of Services to be provided under this Agreement.

12. SUBCONTRACTING

- a. DISTRICTS may only subcontract the Services outlined in this Agreement to be performed hereunder. Without the explicit prior written approval of the County no

other services may be subcontracted out. All subcontracts are subject to the same terms, conditions, and covenants contained within this Agreement. DISTRICTS are responsible for making direct payments to all subcontractors for any and all services provided by such subcontractors. DISTRICTS will be responsible for all acts and work product of any its subcontractors hereunder.

- b. DISTRICTS shall notify the FCFC office not later than seven (7) business days of the execution of each subcontract or each amendment, modification, or termination; and shall promptly provide the FCFC office with a copy of each subcontract, and any amendment, modification or termination thereof.

13. HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT OF 1996 (HIPAA)/CONFIDENTIALITY

The Parties shall cooperate in operational requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any other applicable State or Federal law governing protected health information, the confidentiality of alcohol and drug abuse records, or other records. Each Party shall take necessary reasonable steps to comply with HIPAA and other requirements, including the following:

- a. Entering into an appropriate agreement prior to the use or disclosure of protected health information involving any child/family served under this Agreement. The elements of such agreements shall conform to HIPAA requirements.
- b. Cooperating in determining how information will be transmitted to conform to requirements related to electronic data interchange (EDI). If necessary, the Parties will enter into an appropriate agreement that defines the duties of the Parties for EDI transmissions.
- c. Cooperating in assessing joint security issues in order to allow the Parties to conform to security requirements. If necessary, the Parties will enter into appropriate agreements in accordance with HIPAA requirements, which will address joint security issues.
- d. Adhering to any applicable provisions of 42 CFR Part 2, governing the confidentiality of alcohol and drug abuse records.

14. INSURANCE

The DISTRICTS shall procure, maintain, and pay premiums for the following forms of insurance:

- a) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).
- b) Commercial General Liability Insurance, including Public Liability coverage, with limits of liability not less than:

\$1,000,000 each occurrence bodily injury & property damage;

\$1,000,000 personal & advertising injury;
\$2,000,000 general aggregate;
\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

c) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

d) Professional Liability Insurance providing coverage for claims arising out of the provision of professional services with a limit of liability not less than:

\$1,000,000 per claim;
\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any professional activity related to this Agreement.

Requirements for All Insurance Coverage

1. The insurance policies of the DISTRICTS required for this contract, with the exception of the Professional Liability Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- i) Thirty (30) days prior notice of cancellation or material change;
- ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

2. The insurance required for this Agreement shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A- VII or above.

3. These insurance provisions shall not affect or limit the liability of the DISTRICTS stated elsewhere in this Agreement or as provided by law.

4. The DISTRICTS shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Agreement.

5. The COUNTY reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the COUNTY.

6. The DISTRICTS shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the COUNTY shall not constitute a waiver of any rights of the parties under this Agreement.

15. MISCELLANEOUS PROVISIONS

- a. Relationship of Parties: DISTRICTS shall be and remain an independent Contractor with respect to all

Services performed under this Agreement and agree to and does accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by DISTRICTS for work performed under the terms of this Agreement and further agree to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials.

- b. Acceptance of Performance: Acceptance of performance is a condition of the Agreement. It shall be understood and agreed that an agent of the COUNTY shall determine finally the satisfactory quality of the Services and/or materials furnished under the Agreement. Failure to meet performance requirements is a reason for termination of the Agreement and DISTRICTS shall be liable to the COUNTY for any excess cost and/or expenses incurred by the COUNTY thereafter.
- c. Cuyahoga County Tax Status: The COUNTY is a tax-exempt No. 29 political subdivision of the State of Ohio. (Federal I.D. No. 34-6000817). Necessary tax exemption forms will be furnished to DISTRICTS when the Agreement is signed.
- d. Personal Property Taxes and Insurance Premiums: The County of Cuyahoga shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the County of Cuyahoga; nor shall the County of Cuyahoga pay any insurance premiums for any coverage of any property not owned by the County of Cuyahoga Ohio; and no conditions shall alter this statement.
- e. Notices: All notices and other communications shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail, postage prepaid, return receipt requested, and addressed to the Party to receive such notice or other communication at the address given below, or such other address as may be designated by notice in writing. Such notices or other communications shall be effective upon receipt by an employee, agent or representative of the receiving Party authorized to receive notices or other communication sent or delivered to applicable parties as set forth in the chart below.

Family and Children First Council

Name: Robin R. Martin, Program Director,
Family and Children First Council
Address: 1801 St. Clair Ave., NE
Cleveland, Ohio 44115
Telephone: 216-443-7239
Fax: 216.698-2870
Email: rmartin@cuyahogacounty.us

Garfield Heights City School District

Administrative Contact

Name: Terry Olszewski
Address: Garfield Heights City Schools
5640 Briarcliff Drive
Garfield Heights, OH 44125
Telephone: (216) 475-8100
Email: tsolszewski@garfield-heights.k12.oh.us

Fiscal Contact

Name: Allen D. Sluka
Address: Garfield Heights City Schools
5640 Briarcliff Drive
Garfield Heights, OH 44125
Telephone: (216) 475-8100
Email: asluka@garfield-heights.k12.oh.us

Maple Heights City School District

Administrative Contact

Name: Dr. Charles Keenan
Address: Maple Heights City Schools.
5740 Lawn Avenue,
Maple Heights, Ohio 44137
Telephone: (216) 587-6100
Email: charlie.keenan@mapleschools.com

Fiscal Contact

Name: Robert Applebaum
Address: Maple Heights City Schools.
5740 Lawn Avenue,
Maple Heights, Ohio 44137
Telephone: (216) 587-6100
Email: bob.applebaum@mapleschools.com

Warrensville Heights City School District

Administrative Contact

Name: Marva Kay Jones
Address: Warrensville Heights City School District
4500 Warrensville Center Road
Warrensville Heights, OH
Telephone: (216) 295-7710
Email: marva.jones@whcsd.org

Fiscal Contact

Name: Donald Gambi
Address: Warrensville Heights City School District
4500 Warrensville Center Road
Warrensville Heights, OH
Telephone: (216) 295-7710
Email: marva.jones@whcsd.org

- f. Assignment: The DISTRICTS shall not assign, transfer, convey or otherwise dispose of this Agreement, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement without the prior written approval of the COUNTY.
- g. Severability: Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of

this Agreement shall remain in full force and effect unless revised or terminated pursuant to the terms of this Agreement.

- h. Force Majeure: Neither Party to this Agreement will be required to perform, or will be liable for failure to perform, its obligations hereunder that it is unable to perform due to causes which are outside of the control of the Parties and could not be avoided by exercise of due care of the Parties. Such causes, if creating an inability to perform obligations under this Agreement, may include but are not limited to riot, civil disorder, epidemic, fire, or violence of nature. In the event that a Party to this Agreement is unable to perform its obligations as a result of the causes referenced herein, that Party shall be required to notify the other Party of such cause and the Party's inability to perform its obligations, as soon as reasonably practicable.

In the event one of the Parties to this Agreement is unable to perform its obligations under this Agreement due to a cause described in this section, the other Party shall be excused from performance of its obligations under this Agreement, except for the obligation to tender payment for Services already rendered pursuant to this Agreement.


- i. Exhibits and Attachments: The exhibits, attachments, and documents referenced are hereby incorporated as part of this Agreement. Should any section of any exhibit, attachment, or document be inconsistent with any requirement of this Agreement, the terms of this Agreement shall control.
- j. Governing Law: This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Agreement, and each party consents to the exclusive jurisdiction of such courts. DISTRICTS hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- k. Waiver: The waiver of breach of any term of this Agreement shall not be interpreted as waiver of any other term of this Agreement.
- l. Entire Agreement: This Agreement is the entire agreement between the Parties with respect to the subject matter and it supersedes any and all prior oral or written agreements with respect to the subject matter.
- m. Findings for Recovery: DISTRICTS represent and warrant that, except as has been disclosed to the County in writing, they are not subject to an "unresolved" finding for recovery under the Ohio Revised Code Section 9.24. If this representation and warranty is deemed to be false, this Contract is void ab initio, and DISTRICTS must immediately repay to the COUNTY any funds paid under this Agreement and must make the COUNTY whole for any damages sustained by the COUNTY.
- n. Applicable County Ordinances: All COUNTY contracts, including this Agreement, are subject to all applicable COUNTY ordinances, including, but not limited to, the Cuyahoga County Ethics Ordinance, Cuyahoga County Inspector General Ordinance, and Cuyahoga County Contracting and Purchasing Procedures Ordinance. Copies of all County ordinances are available on the County Council's web site at <http://council.cuyahogacounty.us/>.


16. **ELECTRONIC SIGNATURE POLICY**

By entering into this Contract, DISTRICTS agree on behalf of the contracting or submitting business entity, its officers, employees, subcontractors, subgrantees, agents, or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY signatures may be executed by electronic means, and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. DISTRICTS also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GARFIELD HEIGHTS CITY SCHOOLS

By: 
Terry Olszewski
Print Name/Title: T. OLSZEWSKI
Title: Superintendent

By: 
Joseph Juby
Print Name/Title: Joseph Juby
Title: Principal

MAPLE HEIGHTS CITY SCHOOLS

By: _____
Dr. Charles Keenan
Print Name/Title: _____

Title: _____

By: _____
Pamela Poindexter-Crews
Print Name/Title: _____

Title: _____

WARRENSVILLE HEIGHTS CITY SCHOOLS

By: _____

Marva Kay Jones

Print Name/Title: _____

Title: _____

By: _____

Donald Gambel

Print Name/Title: _____

Title: _____

County of Cuyahoga, Ohio

By: _____

Edward FitzGerald, County Executive

The legal form and correctness
of this Agreement is hereby approved:
Law Department
County of Cuyahoga, Ohio

By: _____

Name: _____

Date: _____